

AGREEMENT

between

TEAMSTERS LOCAL UNION NO. 653

International Brotherhood of Teamsters

and

BROCKTON SCHOOL COMMITTEE

(School Bus Drivers)

JULY 1, 2022 THROUGH JUNE 30, 2025

**ARTICLE 1
RECOGNITION**

- A. The Employer recognizes Teamsters Local Union 653 (“the Union”) as the sole and exclusive bargaining representative of all employees in the unit as set forth in Section B below, for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment.
- B. As specified in the Certification of Written Majority Authorization (Case # WMAM-21-8837), issued by the Commonwealth of Massachusetts Department of Labor Relations on October 19, 2021, the bargaining unit consists of:

All full-time and regular part-time bus and van drivers employed by the Brockton Public Schools, excluded are all managerial, confidential, casual, and all other employees.

- C. For purposes of this Agreement, the term “employee” shall be construed to mean only employees in the above-referenced bargaining unit.

**ARTICLE 2
DUES DEDUCTION**

- A. At the written request of an employee covered by this Agreement, made to the Superintendent on a form to be approved by the Committee and the Union, the Committee will make deductions in the manner provided for herein from the compensation paid to said employee for his regular dues and initiation fees for the Union, where applicable. The Committee shall remit such deductions promptly to the Union. The Committee agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and voluntary service fees for the Union and to remit all such deductions promptly to the Union. No deduction shall be made which is prohibited by applicable law.
- B. The Union shall certify in writing and submit to the Committee on an annual basis, the amount of its regular dues and initiation fees to be deducted under the provisions of this Article. If the amount of regular dues or initiation fees is changed, the Union shall certify in writing to the Committee the nature and effective date of the change, at least thirty (30) days prior to the effective date of such change.
- C. Deductions referred to in Section A of this Article will be made in equal monthly installments during each month of the school year.
- D. The Union hereby agrees to indemnify and hold the Committee harmless from any and all damages or liabilities which may arise from the performance of the Committee’s obligations under this article.

**ARTICLE 3
GRIEVANCE PROCEDURE**

- A. The term “grievance” shall mean any dispute concerning the application or interpretation of the terms of this Agreement. Any matter which is not specifically covered by the provisions of this Agreement or which is reserved to the discretion of the Committee by the terms of this Agreement shall not be the subject of a grievance.
- B. The purpose of the procedure set forth in this Article is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employees covered by this Agreement. The Committee and the Union desire that such procedure shall always be as informal as possible.
- C. Nothing contained in this Article shall be construed as limiting the right of any aggrieved employee from discussing his/her grievance informally under the grievance procedure and from having his/her grievance adjusted, without the intervention of the Union, provided any such adjustment is not inconsistent with the terms of this Agreement and provided that the Union has been given the opportunity to be present at such adjustment and to state its views. Wherever possible, grievance discussions shall take place outside of normal working hours.
- D. Grievances, except as are otherwise provided for herein, shall be processed in accordance with the following procedure:
 - 1. Level One: The aggrieved employee or the Union shall first present the grievance orally or in writing to his/her supervisor within twenty (20) calendar days following the occurrence of the grievance or the date of first knowledge of its occurrence by any employee affected by it. If the grievance is presented in writing, it shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated and the relief desired. The supervisor shall advise the aggrieved employee and the Union in writing of the decision made with respect to the grievance within ten (10) calendar days after the grievance is presented.
 - 2. Level Two: If the grievance has not been resolved at Level One to the Union’s satisfaction, the Union may submit the grievance in writing to the Superintendent or his designee within ten (10) calendar days from the Union’s receipt of the Level One decision or within ten (10) calendar days from the date it was due. The written grievance shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated and the relief desired. Within ten (10) calendar days after receipt of the written grievance, the Superintendent or his/her designee shall meet with the aggrieved employee and a representative or representatives of the Union in an effort to settle the grievance. Within ten (10) calendar days after the conclusion of said meeting, the Superintendent or his/her designee, as the case may be, shall advise the aggrieved employee and the Union in writing of his/her decision concerning the grievance.
 - 3. Level Three: If the grievance has not been resolved at Level Two to the Union’s satisfaction, the Union may submit the grievance in writing to the Committee within ten (10) calendar days from receipt of the Level Two decision or within ten (10)

calendar days from the date it was due. Within ten (10) calendar days after receipt of the written grievance, the Committee shall meet with the aggrieved employee and a representative or representatives of the Union in an effort to settle the grievance. The Committee shall, within ten (10) calendar days after the conclusion of said meeting, advise the aggrieved employee and the Union in writing of its decision with respect to the grievance.

4. Level Four: If the grievance has not been resolved at Level Three to the satisfaction of the Union, the Union may within fifteen (15) calendar days after receipt of the Level Three decision or within fifteen (15) calendar days from the date it was due submit the grievance to the American Arbitration Association, Boston, Massachusetts, for disposition in accordance with the applicable rules of said American Arbitration Association. The Union will also serve a copy of the demand for arbitration within said fifteen (15) calendar days on the Committee or its designee.
 - a. The arbitrator selected shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his/her decision no later than thirty (30) calendar days from the date of the close of the hearings or, if oral hearings have been waived, from the date of submission to him/her of the final statements and proofs.
 - b. The arbitrator's decision shall be in writing, and shall set forth his/her findings of fact, reasoning and conclusion. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no authority to alter, modify or change in any way the terms and provisions of this Agreement.
 - c. The decision of the arbitrator shall be final and binding upon the Committee, the Union and the aggrieved employee.
 - d. The fee and expenses of the arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the Committee and the Union.
- E. If in the judgment of the Union, a grievance affects a group or class of employees, the aggrieved employee or the Union may submit such grievance in writing directly to the Superintendent and the processing of such grievance will begin at Level Two as set forth above. Such grievance shall be presented at Level Two within twenty-five (25) calendar days next following the occurrence of the grievance or the date of first knowledge of its occurrence by any employee affected by it.
- F. Any grievance which is not initially presented or which is not thereafter submitted to the next level of the procedure within the time limits specified above shall be deemed to have been waived.

- G. The time limits hereinabove specified for the bringing and processing of a grievance may be extended by mutual written agreement of the Union and the Committee.
- H. No written communication, other document, or record relating to any grievance shall be filed in the personnel file of any employee involved in presenting such grievance.
- I. No reprisal of any kind shall be taken by any party to this Agreement against any employee who participates in a grievance.

ARTICLE 4 MANAGEMENT RIGHTS

The Committee is a public body established under and with powers provided by statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by statute or any rule or regulation or any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement, the Committee retains all of the powers, rights and duties that it has by law and may exercise the same at its discretion without any such exercise being made subject of a grievance proceeding.

Subject only to the express provisions of this Agreement, the right and responsibility to operate, manage and control the public schools and educational activities and the right to direct and control the work of the employees and the use of its properties and facilities are vested exclusively in the Committee and/or Superintendent. These rights whether exercised or not, include without being limited to, all the rights and powers given to the Committee and/or Superintendent by law, the right to select, employ, test, train, assign, transfer, promote and direct the work of the employees and to periodically evaluate and determine their qualifications; to organize the staff; and to establish, change and discontinue their duties including the right to introduce, change and discontinue improved and experimental methods, facilities, operations, processes, services and techniques; to discipline, suspend or dismiss employees in the manner provided by law, and in accordance with this Agreement; to obtain from any source and to contract and subcontract for materials, services, supplies and equipment; to establish, modify and enforce policies and regulations regarding conduct, discipline, schedules and safety regulations; to control, direct and change facilities and services for the use or benefit of the employees and all other rights pertaining to the operation and management of the schools and the establishment and change of conditions of employment not specifically given in this Agreement to the Union or to the employees, provided, however, that none of the rights shall be exercised by the Committee or Superintendent contrary to any express provision of this Agreement. The failure by the Committee and/or Superintendent to exercise any of the rights as provided in this paragraph shall not be construed as a waiver of these rights. The exercise by the Committee and/or Superintendent of any of the rights as provided in this paragraph shall not be subject to the grievance procedure or to arbitration as provided in Article 3.

The parties agree that the relations between them shall be governed by the terms of this Agreement only. No prior agreements or understandings, oral or written shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings

have been reduced to writing and duly executed by both parties. No change or modifications of this Agreement shall be binding on either the Union or the Committee unless reduced to writing as executed by the respective duly authorized representative. Nothing that occurred prior to the ratification of this agreement will be regarded as a past practice that will bind the Committee or the District or the Union unless contained within this agreement.

ARTICLE 5 THE WORK OF THE UNIT

Only members of this bargaining unit shall perform the duties of bargaining unit employees, except in the case of emergencies or as otherwise provided in this Agreement or in accordance with the law.

Certain types of student transportation for which the district has historically utilized contracted services are specifically excluded from coverage under this article, including but not limited to the transportation of homeless students pursuant to the McKinney-Vento Act, out-of-district special education transportation, and transportation for extracurricular activities utilizing vehicles other than district-owned vehicles.

ARTICLE 6 LICENSES/CERTIFICATIONS

- A. All employees are required to hold and maintain at all times all licenses required to operate the vehicles to which they are assigned.
- B. Upon initial employment, and prior to the start of each school year, all employees are required to submit a copy of all licenses held. An employee shall notify his supervisor immediately if the employee's license is suspended, revoked, or expires. Failure to so notify the Employer shall constitute grounds for discipline, up to and including discharge.
- C. The Committee agrees to reimburse employees up to \$100 annually for the required DOT physical.
- D. The Committee shall pay employees at their regular straight time rate for the time required to complete any random DOT drug tests required to be taken outside of the employee's regular working hours.

ARTICLE 7 PROBATIONARY PERIOD

All new employees will be subject to a probationary period of six (6) months from their date of initial hire. During this probationary period the employee may be terminated for any reason, and such termination shall not be subject to a "just cause" standard and may not be made the subject of any grievance under this Agreement.

**ARTICLE 8
HOURS OF WORK AND WORK YEAR**

- A. The regular work year for employees will consist of one hundred eighty-four (184) days, which shall include the one hundred eighty (180) days school is in session, and four (4) additional days as scheduled by the Committee. Additional work days may be required depending on the schedules of the students and school(s) serviced by a particular employee's route.
- B. All employees will be assigned a regular schedule, which will be developed according to the transportation needs of the District. The regular schedule for full-time employees shall be six (6) hours per day. In order to adjust for school schedules and changes in operating conditions, the starting and ending times of daily work schedules may be adjusted from time to time by the Committee. The Committee will make every effort to give as much advance notice of such changes as is possible to the Union and to all affected employees.
- C. Spares. "Spares" shall be defined as drivers without a regular route. Spares shall cover the routes of drivers with assigned routes who are absent for any reason. In the event no driver with a regular route is absent, spares shall be assigned any work that may be available. The regular work day for spares shall be seven (7) hours. Spares shall accumulate seniority rights in the same manner as drivers with a regular route.
- D. Trainers. The regular workday for trainers will be seven (7) hours.
- E. An employee will be paid time and one-half (1.5) his or her regular hourly rate of pay for all hours worked in excess of forty (40) hours in a workweek. Paid leave time shall not be included as hours worked for purposes of determining eligibility for overtime.

**ARTICLE 9
EXTENDED LEAVE OF ABSENCE**

- A. Military Leave. Military Leave will be granted to any employee in accordance with applicable state and federal law.
- B. Family Medical Leave Act (FMLA). The parties acknowledge that the Union and the Committee are subject to the provisions of the Family Medical Leave Act ("FMLA"). The FMLA shall not increase or decrease the length of leave available to eligible employees under this Agreement. Where an eligible employee takes leave under another article of this Agreement for a reason which would entitle the employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the eligible employee's statutory FMLA leave entitlement. FMLA leave is not cumulative and is not in addition to leaves otherwise available to the extent such leaves are for reasons covered by the FMLA.

**ARTICLE 10
TEMPORARY LEAVE OF ABSENCE**

- A. Bereavement Leave. Employees shall be entitled to paid bereavement leave as follows:
1. Up to four (4) days at any one time in the event of the death of an employee's spouse, child, grandchild, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, or sibling. Additional bereavement leave may, upon request, be granted by the Superintendent or his/her designee.
 2. Up to one (1) day in the event of the death of an uncle, aunt, brother-in-law, sister-in-law, grandparent, niece, nephew, first cousin or any other individual or relative living in the immediate household. Additional bereavement leave may, upon request, be granted by the Superintendent or his/her designee.
- B. Personal Leave. With 24-hours' notice given to the employee's immediate supervisor, each employee shall be entitled to three (3) personal days guaranteed annually. In the event of an emergency which prevents the employee from providing 24 hours' notice, the employee shall provide as much notice as possible. Requests for personal leave shall be subject to the approval of the Superintendent or his/her designee, and such approval shall not be unreasonably withheld. Unused Personal Leave days may not be carried over from one year to the next.
- C. Sick Leave. Employees shall accrue twelve (12) sick leave days each school year. During an employee's first calendar year of employment, said sick leave days shall accrue at the rate of 1.25 days per month. Beginning with the start of the first work year following the completion of one full year of work, an employee shall accrue their full allotment of twelve (12) sick leave days on the first work day of the work year. Sick leave shall generally only be taken when illness or injury to the employee prevents him from attending to the performance of his duties. An employee may utilize up to five (5) days of sick leave per year for the purpose of caring for an ill or injured member of the employee's immediate family.

The total unused sick leave for an employee may accumulate from year-to-year up to a maximum of one hundred and ninety (190) days. The Committee agrees to furnish to each employee his/her accumulated sick leave balance no later than October of each year.

Upon the retirement or death of an employee who has completed the below referenced years of service in the Brockton School System, said employee or his/her estate will receive one-half (1/2) pay for his/her unused accumulated sick leave days at the rate of compensation which he/she is receiving at the time of his/her retirement or death, according to the following schedule:

<u>Completed Years of Service</u>	<u>Maximum Sick Leave Days to be Redeemed</u>
20	60
25	90
30	130

Employees shall be afforded with Workers' Compensation coverage consistent with Massachusetts Law. While on Workers' Compensation, an employee may choose to supplement the compensation payment by drawing upon his/her accrued sick leave or vacation leave so as to achieve a normal week's pay. During the time the employee is on Worker's Compensation, s/he shall not accrue additional sick leave or vacation leave.

- D. Union Leave. The Committee will grant two total (2) days off with pay per year to allow one Union Steward to attend a meeting or convention of the Union. The Superintendent shall be notified thirty (30) days in advance to ensure appropriate scheduling arrangements may be made.
- E. Jury Duty. Employees, while serving on jury duty, will be paid at their regular rate of pay, reduced, however, by the amount received by them from the authority which compensates them for their jury duty.

**ARTICLE 11
SUMMER COMPENSATION**

Effective July 1, 2023, bargaining unit members shall be eligible for "Summer Compensation" on the following terms as of the completion of each work year.

An employee who works the entire work year shall receive ten (10) days of summer compensation at his/her regular rate of pay, after the conclusion of the school year. An employee hired after the start of the work year who remains employed as of the completion of the school year, shall receive a pro-rated amount of summer compensation, based on the number of days worked during the work year as a proportion of the total work year. .

In order to be eligible for summer compensation, an employee must be employed as of the last day of the school year. An employee who separates from employment for any reason prior to the conclusion of the school year is not eligible to receive any summer compensation for that year.

**ARTICLE 12
HOLIDAYS**

- A. The following days shall be considered paid holidays for employees:

New Year's Day	Martin Luther King Day
Presidents' Day	Patriots' Day
Memorial Day	Juneteenth
Labor Day	Columbus Day
Veterans' Day	Thanksgiving Day
Day After Thanksgiving	Christmas Day

- B. To be eligible for holiday pay, the employee must work on the employee's scheduled work day immediately prior to and immediately after the holiday or day of observance.

ARTICLE 13

VACANCIES

A vacancy is defined as an opening caused by promotion, death, retirement, discharge or the establishment of a new position. Subject to the provisions of this Agreement, new shifts or vacancies will be bid by qualified employees and seniority shall prevail.

In the event the Committee, in its sole discretion, decides to fill a vacancy, within a reasonable period of time not to exceed thirty (30) days, such vacancy shall be posted in a conspicuous place for five (5) working days (listing pay, duties and qualifications).

The Committee shall notify the Union when a vacancy arises and when it is filled.

ARTICLE 14 LONGEVITY

The Committee agrees to pay the following annual longevity payments to eligible employees. Payments will be made by the end of December of the year following the completion of the requisite years of service.

<u>Length of Service</u>	<u>Amount</u>
After the completion of 5 years	\$480
After the completion of 10 years	\$750
After the completion of 15 years	\$950
After the completion of 20 years	\$1,250
After the completion of 25 years	\$1,350

ARTICLE 15 SENIORITY

- A. Definition. An employee's seniority means his/her length of continuous employment by the Brockton School Committee in a bargaining unit position.

An employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to his/her initial date of employment in a bargaining unit position. If two or more employees begin work on the same day, their seniority shall be determined via lottery. An employee's length of continuous employment shall be broken and he or she shall lose seniority only in the following circumstances:

1. Resignation;
2. Retirement;
3. Discharge;
4. Absence from work for five (5) or more consecutive working days without notifying the Committee or without adequate reason if he/she does notify the Committee;

5. Failure to return to work upon the expiration of any leave of absence without justification and notice to the Employer;
 6. Refusal of a recall or failure to return to work within five (5) working days from the date the employee receives a recall notice; and
 7. If an employee is laid off and not recalled to work within one (1) year from the date of such layoff.
- B. A seniority list indicating the seniority of each employee in the bargaining unit shall be prepared by the Superintendent by February 1st, or the first work day following, of each school year, and will be forwarded to the Union. The list shall be deemed to be accurate unless challenges to its accuracy are submitted to the Superintendent within thirty (30) days from such date.

ARTICLE 16 WORK ASSIGNMENT

- A. School Year Routes. Prior to the beginning of each school year, employees shall select their routes in seniority order. To the extent possible, the routes posted for bidding shall contain identification of schools, streets, start times and end times. Drivers will also be made aware of any special requirement of students, as permitted by the Superintendent or his/her designee.

If a route becomes available for any reason after the initial school year route bidding, such route shall be posted for bid among all qualified employees as soon as practicable and shall be awarded by seniority; provided, however, that no employee may bid off his/her current route more than one (1) time during a school year. A route vacated by a successful bidder shall be bid and awarded in the same manner as above. If a route becomes vacant for any reason within thirty (30) calendar days of the end of the regularly scheduled school year, the vacancy may be assigned at the discretion of the Employer.

- B. Midday Coverage. All midday work shall be bid separately, in order of seniority, prior to the beginning of each school year. Midday assignments shall be a minimum of two (2) hours in length.
- C. Extra Work/Trips. The Committee maintains complete discretion over the decision to assign extra driving assignments (athletic events, field trips, etc.) to members of the bargaining unit, or to utilize other transportation services for such assignments. Extra work which utilizes a district-owned bus or van will be assigned to members of the bargaining unit.

Extra work assignments (athletic events, field trips, etc.) which the Committee determines will be performed by members of the bargaining unit will be posted, and qualified employees will be permitted to bid on such assignments, which shall be awarded based on a rotating seniority list of drivers who have expressed interest in extra work assignments. Extra work assignments shall provide a minimum of three (3) hours of compensation.

Employees may not bid on any extra work assignment which conflicts with the employee's regular assigned route, or which requires the use of a vehicle which the employee is not licensed to operate.

- D. Summer Assignments. Available work during the summer months, when school is not in session, shall be assigned in the following manner:

A summer assignment is one which is performed during the work weeks between the end of one school year in June and the start of the next school year. Employees who do not want to work during the summer months will not be required to work; provided, however, that in the event that the number of interested drivers is insufficient to perform the available work, the Committee may require employees to work in inverse order of seniority. A regular work day in the summer will be six (6) hours.

A list of all known positions for the summer months will be posted at least three (3) weeks prior to the last day of school.

Beginning with the summer following the 2022-2023 school year, summer work will be divided into two sessions consisting of between three (3) and six (6) weeks. In order of seniority, employees will be permitted to bid on one session of summer work. Employees may bid on a second session after all employees have had the opportunity to bid.

Any vacancies or new routes occurring after such bidding will be filled in the same manner as vacancies occurring during the school year, as set forth in subsection A of this Article.

- E. On Call Assignment. The School Committee will assign on-call weekend work in order of seniority. The Committee agrees that one (1) driver will be designated as on-call per weekend (excluding holidays and vacation periods). The on-call driver shall receive two (2) hours pay at his or her regular rate whether called to work or not. In the event the driver is called into work, he or she shall be paid for the aforementioned two (2) hours in addition to the actual hours worked.

ARTICLE 17 LAYOFF AND RECALL

- A. **Layoff:** Where the Employer determines that it is necessary to reduce the number of employees in the bargaining unit due to a decline in pupil enrollment, reorganization, lack of funds, or any other reason, the Employer will place employees on layoff in inverse order of seniority; provided, however, that the remaining employee(s) must be fully qualified and licensed to perform the work of a displaced employee, or he shall be placed on layoff and the fully qualified and licensed employee retained. The Employer shall provide affected employees two weeks' written notice of layoff, provided that the Employer has at least two weeks' advance notice of a changing condition that will require a layoff.
- B. **Recall:** Employees laid off under this Article may be recalled to open positions within the bargaining unit within twelve (12) months from the date of layoff, as follows:

1. If an opening in a bargaining unit position occurs within 12 months from the date of layoff, the Employer will recall laid-off employees, in reverse order of layoff, by mailing a certified letter to the employee's last known home address, with a copy sent to the Union.
2. A laid-off employee who is rehired pursuant to this Article within 12 months from the date of layoff will be credited with his unused sick leave, accrued seniority, and rate of pay which he had at the time of layoff.
3. If an employee declines an offer of recall pursuant to this Article, or does not respond to said offer within five (5) days of the receipt of a recall notice, he will be removed from the recall list and will forfeit all rights to recall under this Agreement.

ARTICLE 18 MISCELLANEOUS

- A. No employee will be prevented from wearing pins or other identification of membership in the Union.
- B. Employees will have the right, upon request, to review the contents of their personnel file.
- C. Employees shall record their hours worked each day using a time clock or other method provided by the Committee.
- D. The Union agrees that the Committee must enjoy flexibility of operations and, therefore, may utilize an employee to the degree that no employee's scheduled compensated time shall be wasted; provided, however, that work assigned an employee under this Section shall be work of a nature performed by bargaining unit employees.
- E. Access to Premises. The Committee agrees to permit representatives of the Union to have access to the Committee's premises for the purpose of discussing grievances and other Union matters with employees. Such discussions shall take place at such times and places so that there will be no disruption of employees' work or of the operations of the school system.
- F. Union Bulletin Board. The Committee will provide a bulletin board, accessible to the Business Agent and Steward(s), for Union information and notices.
- G. Residency Requirement. Employees hired on or before June 30, 2025 shall not be subject to any requirements as to their residency. Employees hired after June 30, 2025 shall be required to be a resident of the City of Brockton, or establish residency within the City of Brockton within one (1) year of commencing employment. An employee subject to this residency requirement who completes seven (7) consecutive years of service in a bargaining unit position shall no longer be subject to the residency requirement.

- H. Vehicles operated by employees may be equipped with video cameras. The primary purpose of the cameras is for the safety and security of students, staff, and District property, and to maintain the orderly and efficient operations of the transportation department. However, the Committee reserves the right to utilize the footage recorded by said cameras for any purpose it deems necessary, including but not limited to investigations of employee misconduct, and in support of employee discipline. . Employees required to complete any written report regarding an accident or incident captured by the cameras will have the opportunity to review the footage prior to submitting his or her report. In the event of a disciplinary investigation, the employee will be permitted to review and respond to the camera footage prior to any discipline being imposed.
- I. Employees will be provided with six (6) short sleeve t-shirts, six (6) long-sleeve t-shirts, and two (2) sweatshirts on an annual basis, which they shall be required to wear during working hours. Employees will ensure that their other clothing and footwear is appropriate, clean, and in good repair. Trainers will be provided rain jackets and/or insulated jackets as needed.

**ARTICLE 19
WAGES**

A. Wage Rates.

Effective July 1, 2022	32.00/hr
Effective July 1, 2023	+2%
Effective July 1, 2024	+2%

**ARTICLE 20
DISCIPLINE/DISCHARGE**

An employee who has completed his/her probationary period shall not be suspended, discharged, demoted, or otherwise disciplined without just cause. Any dispute arising between the Committee and the Union concerning the existence of just cause for employee discipline may be subject to the grievance and arbitration procedure set forth in this Agreement.

**ARTICLE 21
GROUP INSURANCE**

- A. The group health insurance, group life insurance, and group dental plans provided by the City of Brockton for its employees shall be available to employees who regularly work twenty (20) hours or more in a week.
- B. Deductions for the employee’s share of the cost of such insurance shall be made on an equal basis from each paycheck during September through June. The percentage of

premium contribution paid by the Employer toward such plans shall be the same as other employees of the City of Brockton.

**ARTICLE 22
NO STRIKE**

The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with the withholding of services from the Employer, at any time during the term of this Agreement.

**ARTICLE 22
EMPLOYEE EVALUATIONS**

- A. Employees will be evaluated once annually, utilizing a pre-determined evaluation instrument which shall be attached as an Appendix to this Agreement. Any written report of an employee's performance will be discussed with the employee prior to its submission to the Superintendent for filing in the employee's personnel file.
- B. The employee shall sign all such evaluation forms; however, it is expressly agreed that the employee's signature does not indicate agreement with the contents of the report, but acknowledgment that the report has been discussed with the employee. The employee will have the right to respond in writing to any evaluation report, and any such response will be attached to the evaluation report in the employee's personnel file.


**ARTICLE 23
DURATION**

This Agreement shall remain in full force and effect until June 30, 2025.

Signed in the City of Brockton on this 30th day of August, 2022.

BROCKTON SCHOOL COMMITTEE

TEAMSTERS LOCAL UNION NO. 653
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS
(SCHOOL BUS DRIVERS)




Mayor Robert F. Sullivan, Chair






Joyce L. Asack, Vice-Chair



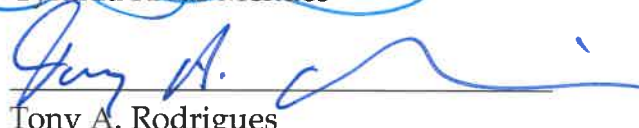
Kathleen A. Ehlers



Jared A. Homer

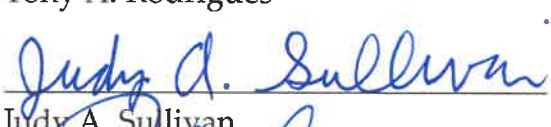


Cynthia Rivas Mendes

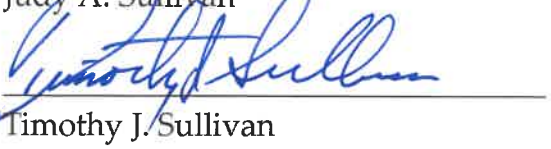


Tony A. Rodrigues

_____ Date



Judy A. Sullivan



Timothy J. Sullivan
