

**Memorandum of Agreement  
Between  
The Boston School Committee  
And  
United Steelworkers, Local 2936 (Bus Monitors)**

This Memorandum of Agreement ("Agreement") is made this day \_\_\_ of December 2022 between the School Committee of the City of Boston ("the Committee") and the United Steelworkers on behalf of Local 2936 ("Union" or "Bus Monitors"). This agreement is conditional on and subject to the ratification of union membership, approval of the Committee, and supplemental appropriation by the City Council of the City of Boston.

Except as expressly modified by the Agreement, the terms and provisions of the parties' collective bargaining agreement in effect from July 1, 2020 through June 30, 2022 shall continue in full force and effect from July 1, 2022 through June 30, 2025. The Union shall recommend and pursue ratification and approval of the Agreement by its members:

**1. Wage Adjustment**

**a. Cost Increase:**

- i. Effective 9/1/22: Covid Market Adjustment (retroactive)
- ii. Effective 9/1/23: 2%
- iii. Effective 9/1/24: 2%

**b. COVID Market Adjustment**

- i. Stand-by monitor rate: \$17.50 per hour
- ii. Assigned monitor rate: \$19.00 per hour
  1. Adjusted run rates to \$2 increase per run until it is managerially feasible to transition to hourly pay
  2. In support of the transition to hourly pay, all monitors shall participate in any time tracking systems as implemented by the District, including, but not limited to, tap card systems, paper sign-in systems, and other employee time tracking systems.
- iii. Training rate: \$17.50 per hour
- iv. All monitors will receive no less than 1.4 hours (\$26.60) guaranteed pay per shift

**2. Leaves of Absence**

**a. Article IX, Section 9: delete existing language and add:**

- i. After successfully completing the probationary period, each monitor will be awarded two personal days. In the years after a monitor has successfully completed the probationary period, monitors shall receive one personal day on October 1<sup>st</sup> and one additional personal day on January 1<sup>st</sup>. Personal days may not be taken during September or June or immediately before or after a school vacation week unless an exception is granted by the employee's manager. Personal days shall have no cash value and must be used in the school year they are awarded or they will be lost.

**3. Route Assignment**

- a. **Article X, Section 4: delete existing language and add:** Extra Run Assignment: After the completion of the fall bid, all monitors will be notified via school messenger of extra run availability. Extra runs shall be permanently assigned by the school department designee to monitors on a first-come, first serve basis. The same procedure shall be followed after the completion of the summer bid for extra run assignments.

4. **Weekend Work**

- a. **Article X, Section 9: delete existing language and add:** Sign-up Sheets will be available at all yards until 10 AM Friday mornings for those interested in weekend work.

5. **Lost Run**

- a. **Article X, Section 5: delete existing language and add:** Upon the implementation of hourly pay, lost run pay shall no longer be available for monitors. When a package is required to change due to changes in student needs, as soon as possible, the monitor will be assigned. The revised package will mirror the original bid upon run insofar as it will be scheduled on the same work day and maintain AM or PM runs as they were in the original package, and leave from the same yard as the original package.
  - i. For example, if the original run was AM runs out of Readville on Monday-Wednesday. The new run shall also leave out of Readville on Monday-Wednesday and have only AM runs.
  - ii. A monitor may be offered, but is not required to accept, packages that switch run days, shift, or dispatch location.

6. **Wages**

- a. **Article VI: add new language:** Payroll submissions deemed fraudulent after the completion of an investigation by the employer shall result in termination. For example, but not limited to, seeking payment for work that the monitor did not complete.

7. **Union Activity**

- a. **Article XI, section 1: add new language:** Union officials may seek approved time off to conduct union business. Such requests may only be made after the Union presents a list of appointed officers designating current officers.

8. **New Articles**

- a. **Article XXII, add new language:**
  - i. It is the sole responsibility of the employee to update contact information in the employee portal if it changes during the school year. Failure to update new contact information may lead to an employee not being contacted when new runs become available
  - ii. From time to time, during the regular school year, a school staff member may be assigned as a monitor for a specific student. Thereafter, should that student leave the original school for any reason, the school staff monitor

assigned to that student shall not be eligible for "lost run" compensation or any other monitor compensation related to the student who no longer attends the school. The school staff monitor may apply to monitor a different student.

- iii. School staff who serve as monitors must reapply for their position yearly by the date set by the school committee. There is no guarantee that a school staff monitor will be assigned to a particular student.
- iv. Regarding holiday and snow day pay, bus monitors must work the day before and after a holiday or snow day to be compensated.
- v. If a driver is not available, the monitor assigned to that bus must report to the yard to cover other uncovered runs. If the monitor does not return to check in with their manager, that monitor will not be compensated for their time.
- vi. Monitors are required to be physically present at their assigned departure location 15 minutes prior to bus departure. Prior to getting on a bus, monitors are required to check bus down lists to confirm whether their assigned work will be conducted in a covering bus. Monitors who fail to report to the correct bus or covering bus 15 minutes prior to bus departure time may be subject to discipline and shall not be eligible for "misconnection payments" in the event that their assigned bus or covering bus departs the yard without them. Monitors who miss their assigned bus may seek to be assigned to alternative work and will be compensated for the alternative work assigned for that shift.

#### **9. Paid time off during traditional school breaks**

- a. Monitors who are assigned three or more runs and all stand-by monitors will be paid the hourly standby rate for the minimum guarantee of six (6) hours when schools are on Winter break. Monitors will be paid under the conditions that they work the day before break starts, and they return when their assigned runs resume as dated on the assigned run. Failure to adhere to either of these conditions will result in no additional pay over Winter break. Winter break pay is effective upon Union ratification of this Agreement.
- b. Monitors who are assigned four or more runs and all standby monitors will be paid the hourly standby rate for the minimum guarantee of six (6) hours for five (5) additional days to be taken either during February or April break.
- c. Monitors assigned who work three or less runs daily will be paid hour for hour at the stand by hourly rate
- d. Monitors can choose between February or April break week to take their five paid days off. Monitors should provide the BPS Transportation Department notice of their intended use of paid days off at least three (3) weeks before February break. Paid time off that is not used during February or April break shall not be carried over, nor shall that time be paid out.
- e. In order to cover all monitor-required runs, BPS Transportation shall maintain a pool of active and stand-by monitors equivalent to 10% of the required number of runs. Should the number of monitors fall below 10% of all monitor-required runs, monitors shall be called back in from leave in inverse seniority order.

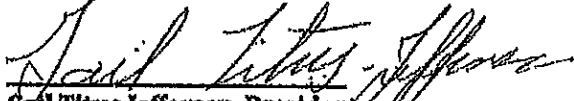
- f. Monitors who fail to report when called back as described in "Paragraph e" shall not receive pay during the break week.

**10. Holidays**

- a. All employees of the Bargaining Unit will be paid for the following holidays:
- i. Martin Luther King Day
  - ii. Memorial Day
  - iii. Juneteenth
  - iv. Indigenous Peoples' Day
  - v. Veterans Day
  - vi. Thanksgiving Day
  - vii. Day after Thanksgiving
  - viii. Christmas

\*Holidays are provided only to employees holding a permanent assignment.

**For United Steelworkers, Local 2936 Bargaining Team:**

  
Gail Titus-Jefferson, President

  
Angela Brown, Vice-President

  
Lowell Alexander, International Representative

**For the Boston School Committee Bargaining Team:**

  
Dan Rosengard, Deputy Director, Transportation

  
Eliza Mina, Labor Counsel

  
Mary Skipper, Superintendent