TO: Boston School Committee  
FROM: Eliza Mina, Labor Counsel, OLR  
Delavern Stanislaus, Director of Transportation  
CC: Jeremiah Hasson, Director of OLR  
DATE: November 10, 2022  
RE: Request to Approve Tentative Agreement between the School Committee and United Steelworkers, Local 2936 (Bus Monitors)

The bargaining team designated to negotiate a successor collective bargaining agreement between the Boston School Committee and the United Steelworkers, Local 2936 recommends and requests that the Committee vote in favor the parties’ two tentatively agreed upon Memoranda of Agreement (“MOAs”), which are attached along with a cost out of the agreement. In order to support the costs of these agreements, we further recommend that you approve a supplemental appropriation request to the City of Boston City Council in the amount of $1,079,770 for FY23. Below, please see the highlights of the MOAs.

**Highlights**

**Duration:**  
MOA #1: July 1, 2020 - June 30, 2022;  
MOA #2: July 1, 2022 - June 30, 2025.

**Wage Increases:**  
9/1/20: 2%  
9/1/21: 1.5%  
9/1/22: Covid Market Adjustment  
9/1/23: 2%  
9/1/24: 2%

**Covid Market Adjustment:**  
- Stand-by monitor rate: $17.50 per hour  
- Assigned monitor rate: $19.00 per hour (Adjusted run rates to $2 increase per run until it is managerially feasible to transition to hourly pay)  
- Training rate: $17.50 per hour

**Reforms:**  
- Revised the religious holiday language to be more equitable and inclusive  
- Revised the payment system from “run rate” to hourly pay. Union agrees to participate in any time tracking systems as implemented by the District  
- Included paid days off during Winter break and the choice between February or April break  
- Revised how extra “runs” are assigned, eliminating assignments by seniority basis to first-come, first serve basis
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 November 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, 2017 through June 30, 2020 shall continue in full force and effect from July 1, 2020 through June 30, 2022. The Union shall recommend and pursue ratification and approval of the Agreement by its members:

1. **Wage Adjustment**
   a. **Cost Increase:**
      i. Effective 9/1/20: 2% Increase (retroactive)
      ii. Effective 9/1/21: 1.5% Increase (retroactive)

For United Steelworkers, Local 2936 Bargaining Team:

________________________
Gail Titus-Jefferson, President

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Angela Brown, Vice-President

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Lowell Alexander, International Representative

For the Boston School Committee Bargaining Team:

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Delavern Stanislaus, Director of Transportation

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Eliza Mina, Labor Counsel

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Mary Skipper, Superintendent
MEMORANDUM OF AGREEMENT
BETWEEN
THE BOSTON PUBLIC SCHOOLS
AND
UNITED STEELWORKERS, LOCAL 2936 (BUS MONITORS)
SEPTEMBER 2022

This Memorandum of Agreement (hereinafter, “Agreement”) is made by and between the Boston Public Schools (hereinafter “BPS”) and the United Steelworkers, Local 2936 (“Bus Monitors” or “the Union”); collectively referred to as “the Parties.”

WHEREAS BPS desires to increase the number of bus monitors employed for the 2022-2023 school year;

WHEREAS BPS intends to pay signing and retention bonuses (collectively referred to as “the Bonuses”) to bus monitors to achieve the objective mentioned above;

NOW, THEREFORE, the Parties enter into this Agreement to mutually promote the above-described vision, goals and need to hire and retain qualified bus monitors. Accordingly, the Parties agree as follows:

1. TERM: This Agreement shall be effective from September ____, 2022, to June 30, 2023 unless modified by agreement of the Parties.

2. BONUSES: BPS agrees to pay the Bonuses as follows:

   A. Signing Bonus: A New Hire (i.e. bus monitors who were not employed as bus monitors in the district prior to the 2022-2023 school year) hired prior to March 1, 2023 shall be eligible to receive a one-time signing bonus in the amount of $500 (the “Signing Bonus”), which shall be deemed to be earned by the New Hire on the completion of their probationary period of seventy-five (75) school day worked at BPS. A Bus Monitor is only eligible to receive the Signing Bonus one time during the term of the Agreement.

   B. Retention Bonus: Effective September 12, 2022, a Monitor shall be eligible to receive a retention bonus in the amount of $250, for every ten days worked with the following conditions:
      a. A Monitor must be in good standing and report physically to work as scheduled for ten consecutive work days.
      b. A Monitor must report for all selected and assigned runs, including stand-by work, on a given day in a bonus period to be eligible for the bonus for that period (e.g., all A.M. and P.M. runs).
C. New Hires shall be eligible for the Retention Bonus after completing 20 days of work.

3. PAYMENTS:
   Bonus periods shall be calculated on a sequential, not a rolling basis.
   i. For example, beginning September 12, 2022, a Monitor would be eligible for their first bonus on September 23, 2022. The Monitor’s second bonus period would run from September 26, 2022 to October 7, 2022.
   b. Bonuses will be paid out pending district implementation and shall expire on June 30, 2023.

4. ELIGIBILITY:
   a. Monitors who use a personal day during a bonus period shall still be eligible for a bonus in that period
   b. Monitors on leaves of absence of any type shall not be eligible for a bonus in any bonus period that coincides with their leave.
   c. Standby Monitors who physically report to the yard for work as a monitor shall be eligible for the bonus.
   d. Days when a monitor is not required to report physically to work due to a school closure for any reason, including snow days and paid holidays, shall not count toward a bonus period.
      i. Example 1: A monitor works as scheduled for seven consecutive days. The next day is a snow day. The monitor would need to work as scheduled for three additional consecutive days to meet the ten day requirement. The snow day does not restart the count of the consecutive work days. Rather, the count pauses until the monitor is next scheduled to report to work.
      ii. Example 2: A monitor works as scheduled for seven consecutive days. The monitor is sick on the next day and uses one of their personal days. The monitor would need to work two more consecutive scheduled days to meet the ten day requirement. The personal day is counted as part of the ten consecutive days.

5. PERSONAL DAYS:
   a. Monitors will receive one additional personal day in January 2023.

6. ACKNOWLEDGMENTS: The Parties acknowledge that they have fulfilled their bargaining obligations concerning the matters this MOA covers in reaching the terms and conditions provided under it.

7. OPPORTUNITY TO CURE: The Parties shall have 30 days from receiving notice to cure a breach of this Agreement.

8. GOVERNING LAW: This Agreement shall be interpreted, enforced, governed, and construed by, under, and following the laws of the Commonwealth of Massachusetts.
9. **LIMITATIONS:** Subject to the provisions found in Section III, nothing in this Agreement shall be construed to grant the employees rights above or beyond those given in the CBA.

10. **NO PREJUDICE, PRECEDENT, OR PRACTICE:** This Agreement is made without prejudice to the Parties’ rights concerning issues not covered by the Agreement. This Agreement shall not be construed more strictly against one party merely because it may have been initially drafted by one of the Parties or their counsel, since both Parties have contributed substantially and materially to the preparation hereof. The Parties agree that this Agreement will not be used in future proceedings except those related to its enforcement. Furthermore, the Parties acknowledge that this Agreement shall not establish a precedent or practice.

11. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement and understanding between the Parties and supersedes and terminates all other prior commitments, arrangements, or understandings, oral and written, between the Parties on the matters covered by this Agreement.

12. **SEVERABILITY:** If any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or portion so found, and not the entire Agreement, will be inoperative.

13. **EXECUTION AND COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all together shall constitute the same instrument. Facsimile and electronic signatures shall be treated as originals.

14. **MODIFICATION OR AMENDMENT:** This Agreement may not be modified, altered, or changed except by mutual agreement of the Parties contained in a written instrument signed by the Parties.

**IN WITNESS THEREOF,** the Parties have executed this Agreement by their duly authorized representatives as indicated below.

For the United Steelworkers, Local 2936:

Gail Titus-Jefferson, President
United Steelworkers, Local 2936

Date

For the Boston Public Schools:

Mary Skipper
Superintendent

Date
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 November 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

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 1st and one additional personal day on January 1st. 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.

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. Indiginous 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:**

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Gail Titus-Jefferson, President

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Angela Brown, Vice-President

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Lowell Alexander, International Representative

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

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Delavern Stanislaus, Director of Transportation

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Eliza Mina, Labor Counsel

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Mary Skipper, Superintendent