

AGREEMENT

CANTERBURY BOARD OF EDUCATION

AND

CANTERBURY BUS DRIVERS ASSOCIATION

July 1, 2021 - June 30, 2024

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This agreement is made and entered into by and between the Canterbury Bus Drivers Association (hereinafter referred to as the Association) and the Canterbury Board of Education (hereinafter referred to as the Board). The Board recognizes the Association as the sole and exclusive bargaining agent for employees of the Board who are employed to drive school buses or vans.

Purpose

This agreement was negotiated in order to fix the wages and all other conditions of employment provided herein.

This agreement shall constitute the policy of the Board and the Association in subject areas covered by this agreement for the period stated herein. Nothing in this agreement shall be deemed to derogate or impair the powers and responsibilities of the Board under the statutes of the State or the rules and regulations of any agencies of the State, except as expressly modified herein. Said rights and powers include, but in no way are construed as limited to, the subjects mentioned in this agreement.

All rights, powers, and responsibilities not covered by this agreement shall be retained solely by the Board and are not subject to a grievance-arbitration proceeding.

Article 1

Recognition

1.1 This agreement is in effect for employees of the Board who are employed as a bus driver, van driver, or spare driver for the Canterbury school system.

A spare driver is a contracted driver who works every day. A substitute driver is someone who periodically fills in as needed and is not a member of the Association.

Article 2

Wages

2.1 A. Hourly Rate-

All regular drivers will compensated equally based on the following hourly pay scale:

2021-2022	2022-2023	2023-2024
\$20.90	\$21.32	\$21.75

All pay rate changes will occur on July 1 of each year, unless otherwise noted.

B. Van drivers - shall be paid:

for 2021-2022 paid \$17.75 per hour,
for 2022-2023 paid \$18.10 per hour,
for 2023-2024 paid \$18.46 per hour.-

If a regular bus driver elects to become a van driver, he or she will be paid as a van driver. In the event a regular bus driver is assigned a van run, he or she will be paid as a regular bus driver. If a regular bus driver is requested to temporarily drive a van or fill in as a van driver, he or she will maintain their regular rate of pay.

2.2 All new employees will be subject to a 90-day probationary period with no eligibility for benefits during the said probationary period. No employee shall obtain seniority or other rights (including holiday, sick or personal days) until she/he has been continuously on the payroll of the Board for a period of ninety (90) days. After sixty (60) days new employees eligible for health insurance benefits as set for in Article 6.2, have insurance effective upon the first day of the following month. Until expiration of such period she/he shall be on probation and may be terminated by the administration for just cause and neither the employee, nor the association on her/his behalf, shall have recourse to the grievance provisions of this Agreement. An employee, after completion of her/his probationary period, shall acquire seniority commencing on the date of her/his employment.

2.3 Minimum Payment

All drivers assigned a "two-hour run" shall be paid a minimum of two (2) hours of time for the completion of the assigned run. All drivers assigned a "three-hour run" shall be paid a minimum of three (3) hours of time for the completion of the assigned run. This payment applies to home-to-school runs. Runs that exceed the two-hour minimum or three-hour minimum will be paid for actual time worked.

2.4 Extra pay for extra work

In the event that a driver's schedule changes or a driver is required to work additional time to provide transportation for students attending schools on a different schedule, he/she shall be paid for the additional time worked. Payment for extra work must be authorized by the Director or Coordinator of Transportation.

Drivers will be paid 2 hours for cleaning their bus at the end of the school year. A list of expectations will be provided to each driver.

2.5 Payment for safety instruction and proficiency test

1. All drivers participating in the safety instruction program required for renewal by the state mandate of (6) hours will be paid for the time involved for the meeting(s). This is subject to change as state mandates are legislated.

2. All drivers participating in the training with the safety trainer preparing for their proficiency test will be paid for the time involved not to exceed four (4) hours.

3. All drivers on the day of taking their proficiency test with the inspector will be paid for the time involved.

2.6 Special Education Runs

All Special Education runs are subject to change.

Article 3 Leave Provisions

3.1 Sick Leave

A sick day shall be compensated at the contracted hours of work per day that a specific driver works.

During the first through fifth year under contract, drivers will receive eight (8) sick days per year cumulative to thirty (30) with no provisions for payment of unused sick leave.

Starting with the sixth year, drivers will receive ten (10) sick days per year cumulative to thirty (30) and become eligible for partial payment of unused sick leave. Payment for unused sick leave will be calculated as follows:

$(1/2) \times (\text{number of unused sick days in excess of 30 as of the last school day of the year}) \times (\text{contract hours})$

In the year of retirement, provided the employee has worked under contract as a driver for the Board for at least ten (10) years immediately prior to retirement (including the last), and the driver has attained fifty-five (55) years of age or has a certified disability that results in the employee's inability to continue as a driver, the driver will be paid for unused accumulated and current sick days. Payment for unused sick leave shall be calculated as follows: $(1/2) \times (\text{number of unused sick days as of the last day of school}) \times (\text{contract hours})$

3.2 Personal Leave

Employees shall receive two (2) personal days for (i) personal business that cannot be transacted outside of the regular work hours; (ii) legal obligations; or (iii) religious holidays which require absence during work hours. Personal days are not cumulative.

Article 4

Holidays

4.1 Driver's eligible for holidays under this contract are entitled to eleven (11) paid holidays; Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday and Memorial Day. Drivers will be paid for the number of contracted hours they would normally drive on a given day.

In the event that a student school calendar changes and school is in session on a paid holiday, employees will be entitled to a floating holiday, which may be used during a non-school day (i.e. winter vacation, summer, spring vacation, snow days, etc.)

Article 5

Bereavement Leave

5.1 In the event of death of a member of the immediate family, five (5) paid bereavement days will be granted. Members of the immediate family shall include wife, husband, mother, father, grandmother, grandfather, grandchildren, step-mother, step-father, step-child, sister, brother, daughter, son, mother-in-law, father-in-law, brother-in-law, sister-in-law, or other relative who is an actual permanent resident of the employee's household.

Article 6

Insurance

6.1 For drivers hired before July 1, 2011, who are under contract to work four (4) or more hours per day, the Board shall provide the following benefits:

- a. Individual, individual plus one or family health and dental insurance under the district's current health insurance plan.
- b. Group life insurance for the employee only in the amount of \$30,000 with accidental death and dismemberment rider.
- c. Short term disability insurance of \$100 for twenty-six (26) weeks (employee only) coverage, in accordance with the Board's insurance plan.

6.2 Drivers hired after July 1, 2011 will be granted insurance and benefit eligibility as above, after six (6) hours per day. Beginning on July 1, 2022 drivers will be granted insurance and benefit eligibility as above, after five (5) hours per day.

6.3 The medical, dental, and RX insurance plan offered by the Board shall be the State Partnership Plan 2.0 (SPP). The State of Connecticut Partnership Plan 2.0 design and co-payments shall be specified by the State of Connecticut. The Board and the Association recognize that the State of Connecticut may unilaterally change the plan design and co-payments of this plan.

The SPP contains a Health Enhancement Plan (the "HEP") component. All bus drivers participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP, non-participation or noncompliance penalty/cost (as determined by SPP), those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee(s). No portion or percentage of the HEP shall be paid by the BOARD. The cost increase of the HEP shall be implemented through payroll deduction.

Effective July 1 of each school year, employees shall pay a portion of their medical insurance premiums according to the following schedule. Employees may elect to change plans during annual open enrollment periods.

School Year 2021-2022.....	Twelve percent (12.0%)
School Year 2022-2023.....	Thirteen percent (13.0%)
School Year 2023-2024.....	Fourteen percent (14.0%)

Effective July 1 of each school year, employees shall pay a portion of their dental insurance premiums according to the following schedule.

17% premium share for the duration of the agreement.

6.4 The Board maintains the prerogative to change insurance carriers with three (3) weeks' advance notice to the bargaining unit provided that the new plan's benefits are comparable, but not significantly less than, the current plan's benefits.

Insurance coverage for drivers with less than six (6) months of service in the town of Canterbury, who are unable to perform their duties, will terminate when all their sick leave has been used.

Insurance coverage for drivers with more than six (6) months and less than three (3) years of service in the town of Canterbury, who are unable to perform their duties and have used all their sick leave, will terminate after forty-five (45) calendar days.

Insurance coverage for drivers with three (3) to ten (10) years of service in the town of Canterbury, who are unable to perform their duties and have used all their sick leave, will terminate after seventy-five (75) calendar days.

Insurance coverage for drivers with more than ten (10) years of service in the town of Canterbury, who are unable to perform their duties and have used all their sick leave, will terminate after one hundred five (105) calendar days.

6.5 Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), drivers have the option of continuing health coverage for eighteen (18) months after their employment is terminated.

6.6 Employees may elect to carry health insurance upon retirement at the group rate at their own expense as long as the carrier agrees.

Article 7

Reimbursement for Physicals

7.1 Any physical required by the Department of Transportation will be covered in full, if service is provided by the District approved vendor. All other physicals required by the Department of Transportation using other vendors will be reimbursed up to the maximum of \$125.

Article 8

Drug Testing

8.1 The Board shall arrange and pay for random, return-to-duty, and follow-up drug and alcohol testing as required by the Omnibus Transportation Employee Testing Act of 1991. Testing will be done on-site if possible.

Article 9

Termination

9.1 Employment may be terminated by either party for due cause provided written notice is submitted to the other party two (2) weeks before the effective date of such termination.

Article 10

Seniority

10.1 All Canterbury drivers who drive a run on a daily basis and shall be considered full time. Seniority will be based on the date of hire of continuous service.

10.2 The seniority of spare drivers will be based on date of hire.

10.3 Any spare driver taking a full-time run moves onto the full-time seniority list, however, seniority will start on the date of change.

10.4 A list of runs will be given to drivers at least one (1) week prior to the start-up meeting at the beginning of the school year with a complete description of the route, grades, and time involved. A reasonable effort will be made to post any new runs within 24 hours and for 4 business days. All runs will be chosen by seniority. Any unassigned runs will be assigned by the Superintendent or designee starting with the lowest seniority first after consultation with association leadership. The assigned driver may request that the run be reposted for a period of 4 business days.

In emergency situations or as a result of personnel matters, the superintendent maintains the right to adjust bus runs in order to meet the needs of the district. He or she will consider seniority and employee preference when adjusting bus runs. Any run that becomes available after routes are chosen will be posted and chosen by seniority. All drivers will receive notification of a run that becomes available except in an emergency situation.

10.5 Summer only runs, including special education runs, will be posted prior to the start of the summer or as soon as possible, once the need for a run is identified. All runs will be chosen by seniority, except for some special education runs, which the school administration believes that unique student needs exist and warrants an exception to the seniority assignment of drivers. In situations of this nature, prior to posting summer runs, the school administration will meet with the leadership of the Bus Driver's Association and provide rationale for any needed exception to the seniority rule without releasing any confidential student information.

Article 11

Grievance Procedure

11.1 Definition – A grievance is defined as a written complaint by a member or members of the Association, alleging a specific violation, misapplication, or misinterpretation of any provision of this agreement.

11.2 Filing - A grievance filed at any level must be in writing and must contain the following information:

- a) the name(s) of the grievant(s);
- b) a statement of the nature of the grievance;
- c) a statement of the provision(s) of the contract allegedly violated, misapplied, or misinterpreted;
- d) the result of previous discussions or decisions, if any;
- e) the grievant's dissatisfaction with decisions previously rendered, if any;
- f) the remedy requested by the grievant.

11.3 Informal procedures – A grievant shall discuss the matter with the Transportation Coordinator with the object of resolving the matter informally the grievant has the right to have an Association member present if she/he requests it, but in no way should postpone the discussion beyond seven (7) working days from the Transportation Coordinators meeting request.

11.4 Formal procedures

Step 1. If the grievance isn't resolved through the informal meeting, the grievant shall submit a letter with the necessary information to the transportation coordinator to be submitted to the superintendent. The grievant shall have seven (7) working days to submit such a letter from the date of the informal hearing.

Step 2. Within seven (7) working days of receipt of the grievance, the superintendent will meet with the grievant and the Transportation Coordinator. A written decision will be issued by the Superintendent within seven (7) working days of the meeting. After eight (8) days if the grievant has not received a letter she/he may proceed to the next step.

Step 3. If the grievance is not resolved at step 2, the grievant/or the transportation coordinator may submit said grievance to the Board within seven (7) working days. The Board will hear the grievance within 30 days or at the next regularly scheduled meeting.

Step 4. If the grievance is not resolved at step 3, the grievant may submit within fourteen (14) working days said grievance to the State Board of Mediation and Arbitration. The arbitrator shall have no power to add or subtract from the agreement, and any award shall be binding on both parties. The expense of the arbitration is shared equally between the Board and the Association.

Step 5. If the grievant does not meet the time limits for submission to the next step, the grievance will be presumed settled. If the employer does not meet the time limits, the grievance may be automatically processed at the next step. Extensions may be granted by mutual consent of both parties and must be recorded in writing; such extensions must be signed by the grievant, transportation coordinator, and superintendent.

Article 12

Payroll Deductions

12.1 Drivers shall be eligible to participate in a tax-sheltered annuity plan pursuant to United States Public Law No. 87-370 and the credit union.

12.2 Subject to law, including the rules and regulations of the Internal Revenue Service, the Board shall maintain a Section 125 salary reduction program which shall be designated to permit exclusion from taxable income the employee's share of health insurance premiums.

12.3 Deduction authorization forms must be submitted to the payroll department at least two (2) weeks in advance of the date that any deduction change is to become effective.

12.4 A driver will have his/her entire paycheck deposited in the financial institution of his/her choice.

Article 13

Employee Expenses

13.1 Employees who are authorized in advance to use their own vehicles for school business shall be entitled to compensation at the rate of reimbursement established by the IRS.

Article 14
Savings Clause

14.1 If any section, sentence, clause or phrase of this agreement shall be held for any reason to be inoperative, void or invalid:

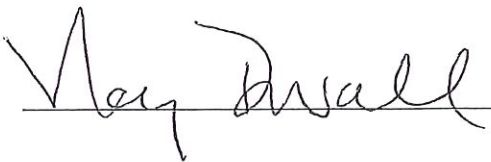
- a. the parties agree to negotiate immediately a substitute for the invalidated section, sentence, clause or phrase;
- b. the remaining sections of this contract will remain in full effect. It is not the intention of either party to render the entire contract null and void because one part may be found inoperative, void, or invalid.

Article 15
Duration

15.1 The provisions of this agreement shall be effective as of July 1, 2021 and shall continue in full force and effect to and including June 30, 2024.

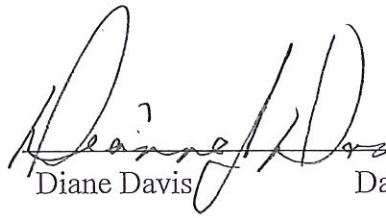
For the Board,

For the Association,

 7/7/2021

Nancy Duvall
Chairperson

Date

 7, 2021
Diane Davis Date

 July 7, 2021
Diane Parker Date