

**PRESTON BOARD OF EDUCATION**

**AND**

**CSEA, SEIU LOCAL 2001**

**(BUS DRIVERS & MECHANICS)**

**JULY 1, 2020 – JUNE 30, 2023**

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## **PREAMBLE**

This Agreement is negotiated under Connecticut General Statutes in order (a) to fix for its term the wages, hours and all other conditions of employment provided herein, and (b) to encourage and abet effective and harmonious working relationships between the Preston Board of Education (hereinafter referred to as "Board") and CSEA, SEIU Local 2001 (hereinafter referred to as "Union").

## **ARTICLE 1 Recognition**

### **Section 1.0**

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours of employment and other conditions of employment as defined by Connecticut General Statute according to the State Labor Board, Decision No. 383, Case No. ME 18780, excluding all statutory supervisors and the dispatcher.

### **Section 1.1**

Temporary and/or seasonal employees are not and shall not be members of the Union as provided by Connecticut General Statutes.

## **ARTICLE 2 Union Security**

### **Section 2.0**

During the life of this Agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union.

### **Section 2.1**

Union dues shall be deducted by the Board from the paycheck of each employee who signs a written authorization form (a copy of the fully executed form will be provided to the Board by the Union). Such deductions shall be discontinued upon a written request of an employee to the Union (a copy of the request shall be provided to the Board by the Union upon the Union's receipt of the request).

The Board will provide the Union with electronic notification of all members that leave the Board's employment within ten (10) work days of the date of severance from employment and of the name of new hires within ten (10) work days of the date of hire. The Board will provide a new hire with a Union supplied informational packet and advise the new hire of the name of the local chapter Union officer. The Union will provide the Board with the aforementioned informational packet and the name of the local chapter Union officer in order for the Board to comply with the language set forth herein.

## **Section 2.2**

The amount of dues deducted under this Article together with a list of employees shall be remitted to CSEA, Local 760, SEIU, within a week after the payroll period in which such deduction is made together with a list of employees for whom any such deduction is made.

The amount of dues deducted under this Article together with a list of all bargaining unit employees shall be remitted to CSEA, Local 760, SEIU, within a week after the payroll period in which such deduction is made together with a list of all bargaining unit employees for whom any such deduction is made.

## **Section 2.3**

The Union shall indemnify and hold the Board harmless for any liability or damages incurred by the Board in compliance with this Article.

## **Section 2.4**

Upon receipt of a signed payroll deduction authorization form, the Board shall deduct from an employee's wages contributions to the CSEA PAC, or its successors, and remit those monies to the CSEA PAC no later than the final day of the month following the deductions. Such deductions shall be made in the amount and frequency as indicated on the authorization form. The Board shall include with all remittances a list of employees whose contributions are included in the remittance and the amount and date(s) of each deduction. If additional information is required by law to be collected by the Union or the PAC the Board shall provide such additional information with all remittances if requested by the Union.

## **Section 2.5**

The parties acknowledge and agree that the term "written authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to PAC, subject to the requirements of state and federal law. The Board shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "written authorization" for purposes of this Agreement.

# **ARTICLE 3**

## **Union Rights**

## **Section 3.0**

By October 1<sup>st</sup> of each contract year, the Union shall supply the Board with the names of such members, stewards and officers who will handle grievances, negotiations and other Union business.

The Board representatives will deal exclusively with Union designated stewards, officers or representatives in the processing of grievances or any other aspects of contract administration.

### **Section 3.1**

All meetings of Union membership shall be held during non-working hours. The Union may request the use of a school room when classes are not in session and a building custodian is on duty. Requests should be made by the Union Steward through the Superintendent of Schools. Such requests shall not be unreasonably denied.

### **Section 3.2**

The Steward will be granted reasonable time without loss of pay to perform necessary duties in conformance with the grievance process as long as such duties do not disrupt assigned work. Such duties include, but are not limited to, grievance investigation and any work time spent in the conducting of steps of the grievance procedure including arbitration.

### **Section 3.3**

A bulletin board shall be provided by the Board at the school bus garage to display Union announcements and other communications to the members of the Union.

### **Section 3.4**

Any member of the bargaining unit who files a grievance or is called as a witness during any step of the grievance process will be released to attend any step of the grievance procedure without loss of wages and/or benefits. Either a Union Officer or Steward as provided by the Union in Section 3.0 will be allowed one (1) day per year to attend Union Training without loss of pay.

### **Section 3.5**

The Union will be responsible for the printing and distribution of this Agreement to the members of the Union. All new employees shall be provided with a copy of this Agreement by the Union.

### **Section 3.6**

The Union will be able to use Board equipment and materials to make reasonable amounts of copies provided the Steward makes such request to the Superintendent of Schools and provided that the Union supply its own copy paper.

### **Section 3.7**

Members of the Union shall attend the mandatory Annual Staff Orientation Day sponsored by the Board. The Orientation shall include: (a) General Orientation of staff by the Superintendent of Schools or his/her designee and (b) General Orientation Meeting by the Union for its

members, for no more than one (1) one (1) hour Union Orientation. The members shall be compensated at their hourly rate of pay for such orientations.

All of the above meetings are mandatory.

### **Section 3.8**

The Board agrees to notify the Union Steward of the names of all new school bus drivers and/or mechanics hired by the Board.

## **ARTICLE 4 Management Rights**

### **Section 4.0**

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain all rights, whether exercised or not, all of the rights, powers and authority, whether expressed or implied, heretofore had by it regarding the transportation operation of the school district.

### **Section 4.1 Enumerated Rights**

The exclusive functions and rights of the Board include, but are not restricted to, the right to:

Establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices or procedures;

To direct the operation of the employees in all aspects; to determine the methods and levels of financing and budget allocation;

To determine and, from time to time, redetermine the number of employees to be employed, to employ, promote, transfer, layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons;

- to assign work and/or routes;
- to determine shifts, work schedules and hours of work;
- to establish routes;
- to discipline, suspend and/or discharge employees for just cause;
- to select and determine the qualifications of employees;
- to select and employ new personnel;

- to determine job descriptions and job classifications.

#### **Section 4.2**

The listing of specific rights in Section 1.1 of this Article is not intended to be all inclusive, restrictive or a waiver of any rights of the Board not listed which have not been expressly and specifically surrendered herein, whether or not such rights have been exercised by the Board.

### **ARTICLE 5 Probationary Period**

#### **Section 5.0**

All new employees shall serve a probationary period of ninety (90) calendar days. The termination, the imposition of discipline and performance evaluation during an employee's probationary period shall not be subject to the grievance procedure as set forth in Article 10. In the event that an employee is absent from work during his/her probationary period, the employee's probationary period shall be extended for each day the employee was absent from work.

### **ARTICLE 6 Discrimination**

#### **Section 6.0**

It is agreed that no employee shall be discriminated against by the employer because of his/her activity in the Union. The employer and the Union agree that there shall be no discrimination against the employee because of race, creed, color, age, sex, sexual preference, national origin or disability.

### **ARTICLE 7 Layoff and Recall**

#### **Section 7.0**

A layoff is defined as the involuntary, non-disciplinary separation of an employee from Board employment because of lack of work or other specific economic or statutory necessity.

#### **Section 7.1**

In the event of a layoff, the employee(s) will be selected according to seniority as defined in Article 13 with the least senior driver being selected first. Employees selected for layoff will be given priority as a spare driver and remain on a recall list for up to one year. Employees shall be recalled in the same order in which they were laid off with the last employee laid off being the first recalled.

## **Section 7.2**

If a driver's hours are reduced during the school year, such driver may bump a less senior driver's entire route, entire route package or may chose a vacant route or route package in lieu of his/her entire route or entire route package to maintain his/her original hours. The remaining driver(s) whose hours have been reduced, may bump a less senior driver in accordance with the procedure set forth above.

## **ARTICLE 8 Miscellany**

### **Section 8.0**

All bus drivers will be drug and alcohol tested in accordance with Connecticut General Statutes, Section 14-261b and the Board policy (Chapter V, Section 8, 4/8/96) on drug and alcohol testing. Upon the Board's application to the state and the state's designation of safety sensitive position(s), employees shall be subject to random drug testing.

### **Section 8.1**

In the event that a bus driver is assigned to work a field trip or sports trip, the driver will be advised in advance by the Transportation Supervisor if the driver is to remain at the destination.

### **Section 8.2**

As a condition of continued employment, all drivers and the mechanic are required to maintain their appropriate CDL license. Any license fee shall be paid by the employee.

### **Section 8.3**

The Board will pay the cost of a physical examination when such examination is required due to the impending expiration of the employee's medical card.

If an employee chooses not to participate in the physical examination paid for by the Board, the employee will be reimbursed by the Board fifty dollars (\$50.00) upon presentation of verification of the physical examination.

### **Section 8.4**

The Board shall provide all full-time and part-time mechanics eleven (11) shirts, eleven (11) pants and two (2) jackets (or in lieu of the jackets or a jacket, coveralls or a coverall or a combination of a jacket and a coverall) and a weekly laundry service for such uniforms at no cost to the employee.



### **Section 8.5**

School buses shall only be used for and during authorized routes. This Article does not prohibit stops along the route, or within 0.4 miles of the route, for coffee, et cetera when there are no passengers onboard.

### **Section 8.6**

Once a bus has been assigned, the bus driver may station his/her bus at his/her personal residence during work hours provided that the residence is within the Town of Preston. The only exception to Section 8.6 would be that buses must be returned two (2) days during the workweek to the garage at the completion of the a.m. route.

### **Section 8.7**

Leaves of absence without pay for legitimate purposes may be granted to an employee upon written request to the Transportation Supervisor, provided however, that such leaves of absence shall not be for vacation day(s) when school is in regular session.

### **Section 8.8**

In the event that a school district requires bus services from Preston on a day Preston is closed, the following procedure shall be used to fill runs on such days:

- The run will first be offered to drivers who normally perform the run in descending order of seniority (most senior to least senior) based upon the number of drivers needed to perform the run.

Accordingly, by way of example, if only one (1) driver is needed, the most senior driver who normally performs the run will be offered the run first.

If he/she refuses the run, the next most senior driver who usually performs the run will be offered the run.

This process will be followed until the requisite number of drivers needed by the Board for the run are filled.

- After exhausting the seniority list of drivers who normally perform the run, the run will be posted.
- Interested employees shall bid on the run.
- The employee with the greatest seniority shall be awarded the run.
- If several drivers are required, the most senior drivers will be awarded the runs in descending order of seniority (most senior to least senior).

### **Section 8.9**

With respect to recording of time, employees shall not be required to submit exception sheets.

### **Section 8.10**

If an employee submits a written request for a copy of his/her time sheets, the Board will provide it to the employee within seven (7) calendar days of the request.

### **Section 8.11**

If school is cancelled, notice to employees will be provided via: (a) television; (b) radio; (c) a telephone call from the Transportation Supervisor (or her designee); or (d) a text message from the Transportation Supervisor (or her designee) (with authorization of the employee).

If notice is not provided via a means set forth above at least fifteen (15) minutes prior to an employee's start time and the employee reports to work, the employee shall be paid for one (1) hour at his/her hourly wage rate.

### **Section 8.12**

If any illness or injury results in a disability that has prevented the employee from performing the essential functions of the position (with or without a reasonable accommodation) for a period of twelve (12) months or longer, upon notification, in writing from the Board, the employee's employment with the Board shall cease at such time.

### **Section 8.13**

If an employee is out of work due to a workplace injury and is receiving temporary total (TT) or temporary partial (TP) disability benefits in accordance with the Connecticut Workers' Compensation Act, the employee may elect to use his/her own available sick time or personal time to supplement his/her TT or TP benefits.

If the employee does not have any of his/her own sick time, he/she shall not receive any form remuneration from the Board beyond his/her TT or TP benefits.

### **Section 8.14**

The parties agree to negotiate over terms of this Agreement impacted by:

- (a) Acts of God;
- (b) War, acts of terrorism and epidemics; or
- (c) Acts of the state of Connecticut or the federal government

The terms that the parties negotiate over will be applied during the aforementioned events. All of the other terms of this Agreement shall remain in full force and effect, unless the parties agree to any changes to such terms.

## **ARTICLE 9**

### **Grievance**

#### **Section 9.0 Definitions**

- 9.0.1: "Grievance" shall mean a claim by an employee or the Union that there has been a violation of the Agreement. A grievance must be in writing and must set forth the specific section(s) of the Agreement alleged to have been violated.
- 9.0.2: "Days" shall mean days that the Preston Board of Education office is open, excluding Saturdays, Sundays and holidays.
- 9.0.3 "Grievant" means a member of the bargaining unit or Union.

#### **Section 9.1 Time Limits**

- 9.1.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
- 9.1.2 If a grievant does not file a grievance in writing with the Transportation Supervisor within fifteen (15) days after he/she knew of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
- 9.1.3 Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be dropped at that level.

#### **Informal Procedure**

- a) If an employee feels that he/she may have a grievance, he/she may first discuss the matter with her/his immediate supervisor in an effort to resolve the problem informally. If an employee elects to discuss the grievance informally, it shall not preclude the employee from filing a grievance in accordance with 9.1.2.
- b) If the employee is not satisfied with such disposition of the matter, he/she shall have the right to have the Union assist her/him in further efforts to resolve the problem informally with the her/his immediate supervisor.

#### **Section 9.2 Level One - Transportation Supervisor**

- 9.2.1 As noted in Section 9.1.2 above, within fifteen (15) days after he/she knew of the act or condition on which the grievance is based, the grievant must present his/her claim

as a written grievance to the Transportation Supervisor specifying the nature and the remedy requested (provided, however, if the grievance involves either a suspension or a discharge, the grievance shall be filed directly at Level Two (in lieu of Level One within the fifteen (15) day period set forth above).

- 9.2.2 The Transportation Supervisor or his/her designee shall, within ten (10) days after receipt of the grievance, render his/her decision in writing to grievant with a copy to the Union steward.

### **Section 9.3 Level Two - Superintendent of Schools**

- 9.3.1 If the grievant is not satisfied with the disposition of his/her grievance at Level One, or in the event no decision has been rendered within ten (10) days, he/she may, within ten (10) days after receipt of the disposition at Step One may file the written grievance with the Superintendent of Schools.
- 9.3.2 The Superintendent of Schools or his/her designee shall, within ten (10) days after receipt of the grievance, meet with the grievant and with his/her representative for the purpose of discussing the grievance.
- 9.3.3 The Superintendent of Schools or his/her designee shall, within five (5) days after such meeting, render his/her decision in writing to the grievant with a copy to the Union steward.

### **Section 9.4 Level Three - Board of Education**

- 9.4.1 If the grievant is not satisfied with the disposition of his/her grievance at Level Two or in the event no decision has been rendered within ten (10) days after meeting with the Superintendent or his/her designee, within ten (10) days after the decision, the Union may submit the grievance to the Board of Education.
- 9.4.2 The Board or its designated committee shall, within ten (10) days after receipt of the grievance, meet with the grievant and with his/her representative for the purpose of discussing the grievance.
- 9.4.3 The Board or its designated committee shall, within five (5) days after such meeting, render its decision in writing to the grievant with a copy to the Union steward.

### **Section 9.5 Level Four - Arbitration**

- 9.5.1 If the grievant is not satisfied with the disposition of his/her grievance at Level Three, or in the event no decision has been rendered within the five (5) day period set forth under 9.4.3 above within ten (10) days after the decision (or if no decision is rendered, within ten (10) days from the last day the Board had to render its' decision at Level Three), the Union may submit the grievance to arbitration by so notifying the Board in writing.

- 9.5.2 The Union may submit the grievance to the State Board of Mediation and Arbitration.
- 9.5.3 The costs for services of arbitration shall be borne equally by the Board and Union.
- 9.5.4 The arbitrator shall render his/her decision in writing to the parties in interest. The decision of this arbitration shall be binding.
- 9.5.5 The arbitrator shall hear and decide one grievance in each case. Each grievance is limited to one issue or multiple issues if they are related and involve essentially the same facts. He/she shall be bound by and must comply with all of the terms of this Agreement. He/she shall not have power to add to, delete from, or modify in anyway any of the provisions of this Agreement.

#### **Section 9.6 Rights of Employees to Representation**

- 9.6.1 No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
- 9.6.2 No employee may file for arbitration as an individual but only the Union may file an appeal to arbitration hereunder.

### **ARTICLE 10 Subcontracting**

#### **Section 10.0**

The Union recognizes that the Board has the management right, during the life of this Agreement, to decide to subcontract any or all work performed by bargaining unit employees.

Such decisions shall however, be made only after the employer has conducted a formal feasibility study determining the potential costs and other benefits which would result from contracting out the work in question.

The following process shall be utilized by the Board:

The Board shall notify the Union within one (1) week after its decision to conduct a feasibility study, indicating the job classifications and work areas affected.

In order to prepare the feasibility study, the Board shall issue a Request for Proposals.

The Board shall create the feasibility study based upon the responses it receives to the Request for Proposals.

Once completed, the Board shall provide the Union with a copy of the feasibility study.

The feasibility study will include all pertinent information relied upon by the Board in creating the feasibility study including what the Board anticipates as the potential savings to the Board as a result of contracting out the work in question.

The Union will have thirty (30) days after receipt of the feasibility study to provide the Board with an alternative proposal.

The parties shall meet within thirty (30) calendar days after the Union submits its alternative proposal to the Board to discuss the Union's alternative proposal.

The Union may modify its' alternative proposal after this meeting. Any modified alternative proposal must be submitted to the Board within fifteen (15) calendar days of the meeting.

If the Union's alternative proposal will result in providing quality and savings equal to or greater than the potential savings identified in the feasibility study, the Union's alternative proposal will be implemented.

In the event that the Union's alternative proposal will not result in providing quality and savings equal to or greater than the potential savings identified in the feasibility study, the Board will decide which bid, if any, to accept from the Request for Proposals responses previously received (or the Union's alternative proposal).

The Board will provide the Union with no less than thirty (30) days' notice that it has decided to contract out the work in question.

### **Section 10.1**

Management's right to subcontract out bargaining unit work shall not be used for the purpose or intention of undermining the Union.

The Board shall bargain over any impact on bargaining unit employees resulting from subcontracting.

## **ARTICLE 11**

### **Jury Duty**

### **Section 11.0**

An employee who is called to jury duty shall promptly notify the Superintendent of Schools while school is in session. This leave shall not be deducted from sick leave or from personal days. The employee shall receive a rate of pay equal to the difference between the individual's salary and the jury fee for up to five (5) days.

## **ARTICLE 12**

### **Seniority**

#### **Section 12.0**

Seniority is defined as the employee's continuous service with the Board from the employee's date of hire within the bargaining unit. If two (2) or more bargaining unit employees have the same seniority date, the order of seniority between these employees shall be based on the employees' respective application dates. If the employee's applied for work on the same day, the order of seniority between these employees shall be based on a lottery system agreed to by the Board and Union.

#### **Section 12.1**

Seniority may be deemed broken for any of the following reasons:

- 12.1.1 Termination for just cause or resignation.
- 12.1.2 Failure to return to work in accordance with recall from layoff.
- 12.1.3 Retirement.
- 12.1.4 Absence for a period of twelve (12) consecutive months.

#### **Section 12.2**

Seniority lists shall be maintained and updated no later than September 15<sup>th</sup> of each contract year. The updated seniority list will be provided to the Chapter President by September 15<sup>th</sup> of each contract year.

## **ARTICLE 13**

### **Insurance**

#### **Section 13.0**

Insurance will be provided in the following manner to all eligible bargaining unit employees:

- (A) During the period from July 1, 2020 to June 30, 2023, the following insurance plan will be offered:
  - The Connecticut State Partnership Plan for health insurance benefits and the prescription drug plan offered through the Connecticut State Partnership Plan. If the plan design changes during the period of time that the Board is a participating member, the new plan design will be adopted); and
  - The dental insurance plan will be the plan offered as part of the Connecticut State Partnership Plan with the employee paying 100% of the premium.

- Within eighteen (18) months of joining the plan, all employees and dependents must meet the minimum requirements of the Connecticut State Partnership's Health Enhancement Program ("HEP").
- As set forth in the Connecticut State Partnership Plan, employees who do not meet the minimum HEP requirements will be subject to deductibles of three hundred fifty dollars (\$350.00) for individual or one thousand four hundred dollars (\$1,400.00) for family coverage, as well as an additional one hundred dollars (\$100.00) in premium payments per calendar month.
- The carrier network for the plan will be as set forth by the State of Connecticut for participants in the Connecticut State Partnership Plan.
- If the State imposes additional fees or increases the Board's cost of the premium at the end of any contract year, employees shall pay a percentage of such increase(s) based upon the employee's premium share contribution. [Moved from Section 13.1 – not new language]. Employees will be provided with two (2) weeks' notice of any additional fees imposed by the State. The employee's percentage of the additional fees will be deducted over the course of the ensuing contract year.
- If the Board decides to discontinue participating in the Connecticut State Partnership Plan during the term of this Agreement or upon expiration of this Agreement, the co-pays, deductibles, co-insurance maximums, out of pocket maximums and prescription costs under the Connecticut State Partnership Plan shall not be considered the baseline for negotiating subsequent plan(s). Under such circumstances, the parties will meet to negotiate a substitute health insurance plan.

(B) Dental insurance is offered to employees and their family at the employee's own cost.

(C) Life insurance as currently provided.

### **Section 13.1**

- Premium share contributions of the following for the health plan (excludes dental):

**July 1, 2020 – June 30, 2021 – fifteen percent (15%)**

**July 1, 2021 – June 30, 2022 – fifteen and one-half percent (15.5%)**

**July 1, 2022 – June 30, 2023 – sixteen percent (16%)**

Such premium share contribution shall be based on the cost of the plan and fees incurred by the Board related to joining and remaining in the Connecticut Partnership Plan.



### **Section 13.2**

All employees will be eligible for Section 125 pre-tax health insurance benefits.

### **Section 13.3**

Any employee eligible for benefits who is enrolled in a Board provided health insurance plan may waive insurance coverage provided by the Board as of July 1<sup>st</sup> of each year and receive five hundred dollars (\$500.00) for waiving individual coverage, one thousand dollars (\$1,000.00) for waiving two person coverage and two thousand dollars (\$2,000.00) for waiving family coverage, to be paid annually in three (3) equal installments in the first payroll period in October, the first payroll period in January and the first payroll period in April.

Employees wishing to waive insurance coverage shall deliver proof of health insurance coverage and a signed, witnessed waiver form to the Superintendent's office prior to August 1<sup>st</sup> of each school year.

## **ARTICLE 14 WAGES**

### **Section 14.0 School Bus Driver**

#### **July 1, 2020 – June 30, 2021**

- Wage rates for drivers employed by the Board as of July 1, 2020 are set forth in Appendix A.
- New drivers will be paid at 80% to 100% of the maximum wage rate based on previous experience (applied in two percent (2%) increments, i.e. – 80%, 82%, 84%, 86%, 88%, 90%, 92%, 94%, 96%, 98% and 100% of the maximum rate), provided, it shall be no greater than 90% of the maximum rate
- Spare drivers will be paid a starting rate of \$17.07.

#### **July 1, 2021 – June 30, 2022**

- Effective July 1, 2021, drivers employed by the Board as of July 1, 2020 shall receive a percentage of the maximum rate as their hourly wage rate. The percentage of the maximum rate for each driver employed by the Board as of July 1, 2020 is set forth in Appendix A.
- New drivers will be paid at 80% to 100% of the maximum wage rate based on previous experience (applied in two percent (2%) increments, i.e. – 80%, 82%, 84%, 86%, 88%, 90%, 92%, 94%, 96%, 98% and 100% of the maximum rate), provided, it shall be no greater than 90% of the maximum rate.

## Appendix A Wage Rates

July 1, 2020 – June 30, 2021

### Wage Rate\*

Donna Nintean	\$21.38
Sherry Guertin	\$21.38
Amy Sabrowski	\$21.38
Sandra Lussier	\$20.38**
Rosalie Clements	\$20.38**
Brendan Merrill	\$21.38
Walter Majcher	\$19.23
George Anderson	\$16.75**
Randy Centeno	\$17.75
Lenes LeBlanc	\$17.75
Rose-Marie Aanerud	\$17.75
Deborah Armstrong	\$17.75
Susette Singer	\$16.75**
Robin Urcinas	\$17.07

\*The wage rates set forth herein shall be used as the basis for route packages.

\*\*Receives \$1.00 less per hour since he/she does not have a CDL school bus S-endorsement.

July 1, 2021 - June 30, 2022

**Maximum Wage Rate:** \$21.70\*

### Percentage of Maximum Wage Rate

Donna Nintean	100%
Sherry Guertin	100%
Amy Sabrowski	100%
Sandra Lussier	100%**
Rosalie Clements	100%**
Brendan Merrill	100%
Walter Majcher	96%
George Anderson	84%**
Randy Centeno	84%
Lenes LeBlanc	84%
Rose-Marie Aanerud	84%
Deborah Armstrong	84%
Susette Singer	84%**
Robin Urcinas	82%

- Spare drivers will be paid a starting rate of 80% of the maximum rate.

#### **July 1, 2022 – June 30, 2023**

- Effective July 1, 2022, drivers employed by the Board as of July 1, 2020 shall receive a percentage of the maximum rate as their hourly wage rate. The percentage of the maximum rate for each driver employed by the Board as of July 1, 2020 is set forth in Appendix A.
- New drivers will be paid at 80% to 100% of the maximum wage rate based on previous experience (applied in two percent (2%) increments, i.e. – 80%, 82%, 84%, 86%, 88%, 90%, 92%, 94%, 96%, 98% and 100% of the maximum rate), provided, it shall be no greater than 90% of the maximum rate
- Spare drivers will be paid a starting rate of 80% of the maximum rate

Drivers who do not possess a CDL school bus S-endorsement shall receive \$1.00 per hour less when operating vehicles that do not require a CDL school bus S-endorsement. As a condition of continued employment, all drivers hired on or after July 1, 2020, must obtain a CDL school bus S-endorsement within two (2) years of his/her date of hire.

#### **Section 14.0 Mechanic**

**July 1, 2020 – June 30, 2021:** \$27.05

**July 1, 2021 – June 30, 2022:** \$27.46

**July 1, 2022 – June 30, 2023:** \$27.87

The Board may, at its discretion, pay a newly hired mechanic between eighty percent (80%) and one hundred percent (100%) of the mechanic's wage rate (with progression to one hundred percent (100%) of the full salary no later than ten (10) years in equal percentage increases over the applicable time period (i.e. 80%, 82%, 84%, 86%, 88%, 90%, 92%, 94%, 96%, 98% and 100%), provided, a newly hired mechanic's starting wage rate shall be no greater than 90% of the maximum rate.

#### **Section 14.2**

In the event that the Board hires an individual with prior experience, the Board may credit the individual with all or some of his/her prior experience up to step 2.

### **Section 14.3**

Upon approval of this Agreement by the Board of Education through June 30, 2021 compensation for field/sports trips will be \$20.33 per hour. Effective July 1, 2021 through June 30, 2022, the rate will be \$20.63 per hour. Effective July 1, 2022 through June 30, 2023, the rate will be \$20.94 per hour.

### **Section 14.4**

In the event that full or part-time drivers opt for spare driver status, their hourly rate shall not be reduced and any increases shall apply.

### **Section 14.5**

1. Field and sports trips will be assigned by rotating seniority.
2. The Board will maintain separate seniority list for field and sports trips.
3. All field trips including trips for outside agencies will be included as part of the field trip rotation.
4. Approved field and sports trip requests will be posted as they are received in the bus garage outside of the Transportation Supervisor's office. The current rotating, seniority list for each will also be posted with the approved field and sports trip requests.
5. If there are available trips posted at the time a new trip is received and posted, the new trip posting will be available for bid after all previously posted trips have been accepted or assigned.
6. Drivers will be assigned trips in accordance with the following procedure:
  - a. When an asterisk or pin is placed next to the driver's name on the rotation list, it signifies that it is his/her turn in the rotation.
  - b. The driver may accept a trip by writing "yes", next to his/her name on the rotation list. The driver may decline the trip by writing "no" next to his/her name on the rotation list.
  - c. It shall be the general practice that drivers who write "yes" next to their name on the rotation list, must also sign and post the date and time he/she accepted the trip. If a driver signifies "yes," but fails to note the date and/or time, it shall not be a basis for denial of the trip.
  - d. Drivers who do not accept a trip within one (1) working day after the asterisk or pin is placed next to the driver's name will be considered a "no" and the asterisk will be placed next to the name of the next driver in the rotation.

7. Field and sport trips posted but not accepted one (1) working day prior to the date of the trip may be assigned by the Transportation Supervisor. If a driver is assigned a field trip under this paragraph, he/she shall not lose his/her place in rotation.
8. In the event that a field or sports trip is received less than one (1) working day prior to the date of the trip, it shall be offered to the next driver in rotation prior to it being assigned.
9. In the event that a posted trip remains unfilled after the use of the procedure set forth above, the Transportation Supervisor may assign the work.
10. If a driver signs up for a field trip or sports trip and is absent or later cancels, the trip will be reposted.
  - a. In the event the driver is absent from work, he/she will not be eligible for another field trip or sports trip (whichever is applicable to the day the individual cancelled) until the rotation returns to him/her.
  - b. In the event that the driver cancels, he/she will not be eligible for another field trip or sports trip (whichever is applicable to the day the individual cancelled) until the rotation returns to him/her.
11. If a trip is postponed (or cancelled) after the trip was assigned to a driver and within five (5) work days after the trip was postponed (or cancelled) the trip is rescheduled on a definitive date, the driver who originally received the assignment shall be offered the trip. If the driver declines the assignment (or is otherwise unable to perform the trip), the trip will be posted in accordance with the procedure set forth herein.

If a trip is postponed (or cancelled) and not rescheduled within five (5) work days after the trip was postponed (or cancelled), the next available trip (after the five (5) work day period has expired) will be offered to the driver who lost the work opportunity due to the postponement (or cancellation) of the assignment.

If the driver declines the assignment (or is otherwise unable to perform the trip), the trip will be posted in accordance with the procedure set forth herein.
12. There shall be no swapping of trips.
13. The Board shall retain the original postings and rotating lists during the applicable school year. Copies of such records will be provided to the Union, upon request.

#### **Section 14.6**

The mechanic shall not be required to cover any bus runs. In the event that the mechanic volunteers to cover a bus run and the Transportation Supervisor agrees to use the mechanic, the mechanic shall receive his regular hourly rate of pay for such bus run.

## **ARTICLE 15**

### **Method of Wage Payment**

#### **Section 15.0**

Bargaining unit members will be paid every (2) two weeks via direct deposit. On pay day, paystubs will be made available to bargaining unit members by noon at the bus garage.

## **ARTICLE 16**

### **Hours of Work**

#### **Section 16.0**

The work day is defined as the hours assigned to a driver at the beginning of each school year, unless modified due to students not being in attendance, in-person within the Preston Public Schools (or district approved schools where Preston student transportation is necessary), during the school year.

#### **Section 16.1**

Full-time employees are those employees who work thirty (30) hours or more per week.

#### **Section 16.2**

Part-time employees are those employees who work less than thirty but more than twenty hours per week.

#### **Section 16.3**

The work year for bus drivers is normally defined as days students are in attendance, in person, within the Preston Public Schools, however, the work year may also include mandatory safety meetings, professional development days (for bargaining unit members), dry runs, snow-removal work and work approved, in advance by the Superintendent of Schools (when students are not in attendance, in person, within the Preston Public Schools or district approved schools where Preston student transportation is necessary). Additionally, the work year may be extended by summer work and field trips.

#### **Section 16.4**

The Transportation Supervisor and Superintendent shall establish the number of bus routes and/or route packages on an annual basis. In case of modifications to routes, route packages, the number of routes or the number of route packages during the year, the Transportation Supervisor and the Superintendent shall determine such modifications.

Route packages shall be defined as any combination of routes.

### **Section 16.5**

The Board shall retain the right to set starting and ending hours based on its analysis of the needs of the school district.

### **Section 16.6**

The Board, or its designee, will establish the hours of service when transporting special education/alternative education students. These routes and/or route packages will be assigned in accordance with seniority.

### **Section 16.7**

Employee shall be eligible for overtime at one and one-half (1½) times the regular hourly rate for all hours worked in excess of forty (40) hours in one workweek. Holidays and weekends will be paid at a double time rate.

### **Section 16.8**

There shall be no diminution of full-time positions from the current number of full-time positions unless all part-time positions are eliminated first, if at all possible.

### **Section 16.9**

All extra routes and/or extra route packages will be assigned according to seniority on a rotating basis. If a driver loses a route or a route package through mechanical failure or some other reason through no fault of his/her own other than a reduction in the number of routes or route packages, the driver will be reassigned to do other work if available and paid his/her normal hourly rate of pay for the duration of the canceled or lost route(s) or route package.

### **Section 16.10**

All new daily routes and route packages will be posted in the bus garage outside of the supervisor's office at the beginning of each month, if possible. All new daily routes and route packages otherwise added during the month will be posted with as much notice as possible but no less than five (5) days, unless there is an emergency.

### **Section 16.11**

When possible, bus drivers may remain in the assigned route or route package from the previous year. However, if a bus driver wants to transfer to another route or route package, he/she will select from the remaining available bus routes or route packages and be assigned according to seniority. At least one (1) week prior to the beginning of the school year, regular routes and route packages will be posted and then assigned in accordance with the above procedure. Routes and route packages may be adjusted to accommodate the needs of the school district.

## **ARTICLE 17**

### **Holidays**

#### **Section 17.0**

All employees who regularly work thirty (30) or more hours per week during the school year shall receive the following paid holidays:

New Years' Day	Martin Luther King Day	Presidents' Day
Good Friday	Memorial Day	*Independence Day
Labor Day	Columbus Day	Veterans' Day
Thanksgiving Day	Day after Thanksgiving	Christmas Day

\*Mechanic only

An employee out of work on any form of unpaid leave (including workers' compensation) shall not be eligible for holiday pay during his/her absence.

If school is held on any of the above enumerated holidays by Preston or a board of education that Preston students attend, the impacted employee(s) will work on the holiday and receive his/her regular rate of pay for such work. The impacted employee(s) shall also receive a floating holiday in lieu of the paid holiday off. The floating holiday will be granted to the employee upon request to the Superintendent of Schools with forty-eight (48) hours prior notification.

#### **Section 17.1**

Labor Day is a paid holiday for all employees who regularly work thirty (30) or more hours per week during the school year whether school is or is not in session before the Labor Day holiday. Independence Day is a paid holiday for all employees who regularly work thirty (30) or more hours per week during the school year when it falls within the employee's work schedule inclusive of summer employment assignments.

## **ARTICLE 18**

### **Personal Days**

#### **Section 18.0**

Except as set forth below, employees shall be granted personal leave, with pay, for use during the school year, on the following basis:

- 18.0.1 Up to three (3) days for mechanics and three (3) days for bus drivers of paid personal leave per contract year may be granted to employees for personal reasons upon (24) hour notice to the Transportation Supervisor, except in the event of an emergency. Part-time employees' personal leave will be pro-rated.



18.0.2 Personal days shall be used in the current academic calendar year and are not cumulative into the next year.

18.0.3 Employees shall be paid at their regular hourly rate of pay for such personal leave.

18.0.4 Personal days must be taken in full day, one-half ( $\frac{1}{2}$ ) day or a one-quarter ( $\frac{1}{4}$ ) of the employee's route package.

The school year shall be defined as the period of time Preston commences and ends transporting students, excluding summer work.

Personal days may not be used on restricted days (defined as during the first or last week of the school year, the day before or after a school recess, the day before or after a weekend, on field day or the day before or after a holiday), provided, an eligible employee may use one (1) personal day on the following restricted days: before or after a weekend (including before or after a holiday weekend (i.e. – Memorial Day) or a one (1) day school holiday (i.e. – Veteran's Day)), and the request for use of personal leave is submitted twenty-four (24) hours in advance as set forth above.

"School recess" shall be defined as a scheduled break in school days for a period of greater than one (1) day or a holiday period of greater than one (1) day.

Additional personal day(s) may be used on a restricted day with prior written approval of the Superintendent or his/her designee. The Superintendent, at his/her discretion, may inquire of the eligible employee the reason(s) for the need to use a personal day on a restricted day.

If a request to use a personal day on a restricted day is denied, such denial shall not be subject to the grievance and arbitration process.

## **ARTICLE 19**

### **Sick Leave**

#### **Section 19.0**

Sick leave may be used for the following reasons by the employee:

- his/her own illness;
- illness of his/her child, spouse or a relative of the employee who regularly lives in the employee's immediate household;
- attendance at his/her own medical appointments; or
- while he/she is out of work in accordance with the federal family and medical leave act ("FMLA") (used concurrently with FMLA leave).

The employee shall be granted sick leave, with pay, for use during the school year on the following basis:

- 19.0.1 Employees who work forty (40) hours per week, twelve (12) months per year: Fifteen (15) days per year, one hundred (100) days maximum accumulation.
- 19.02 Employees who work thirty (30) or more hours per week, thirty-six (36) weeks per year: ten (10) days per year, sixty-five (65) days maximum accumulation.
- 19.03 Employees who work between twenty (20) and twenty-nine (29) hours per week, thirty-six (36) weeks per year: five (5) days per year, sixty-five (65) days maximum accumulation.

The school year shall be defined as the period of time Preston commences and ends transporting students, excluding summer work.

### **Section 19.1**

Any employee may, with the Superintendent's approval, donate a portion of their accrued sick leave or personal leave to another employee who is out of work on a long-term basis. Long term will be defined as being out of work for two (2) weeks or more. An employee who receives donated leave time must have exhausted all of his/her previous earned leave time.

### **Section 19.2**

For any absences for illness of three (3) consecutive working days, a doctor's note certifying the employee's ability to return to work shall be submitted to the Superintendent of Schools upon the employee's return to work.

For any absences for illness of four (4) or more consecutive working days, a note from the physician treating the employee for the illness or injury causing the absences shall be submitted to the Superintendent of Schools upon the employee's return to work.

### **Section 19.3**

Sick days must be taken in either full day or one-half (½) day increments.

## **ARTICLE 20**

### **Bereavement Leave**

Up to five (5) days of bereavement leave will be granted for full-time and part-time employees upon the death of a parent, spouse, grandchild, brother, sister, stepchild or child, and up to three (3) days for grandparent, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law, or member of the household of the employee.

## **ARTICLE 21**

### **Family Leave**

#### **Section 21.0**

Members of the bargaining unit shall be eligible for all applicable federal and state family leave acts.

## **ARTICLE 22**

### **Vacations**

#### **Section 22.0**

Employees who work forty (40) hours per week, twelve (12) months per year shall be granted the following:

One (1) year of service:	One (1) week of paid vacation
Two (2) years of service:	Two (2) weeks of paid vacation
Five (5) or more years of service:	Three (3) weeks of paid vacation

#### **Section 22.1**

Vacations shall not be cumulative from year to year.

#### **Section 22.2**

All other employees shall not receive paid vacation.

## **ARTICLE 23**

### **Compliance with Federal and State Health Safety Laws**

#### **Section 23.0**

The Board agrees to comply with all federal and state health and safety requirements for the workplace and the transportation of students.

#### **Section 23.1**

No employee shall be required to perform work under unsafe conditions, provided, however, that an employee must follow the rule "work now, grieve later" unless there is imminent danger to the employee's or students' physical well-being.

## **Section 23.2**

Bus drivers will be provided by the Board and Board-designate with a procedure with input from the drivers for handling emergencies. Each bus will be equipped with a device, such as a CB radio, to be used to communicate emergencies that may arise from time to time while the bus is being used.

## **ARTICLE 24 Staff Training**

### **Section 24.0**

The Board will provide ten (10) hours of mandatory training for all drivers and mechanics each year. The employees shall be paid their regular hourly rate of compensation for the ten (10) hours of such mandatory training.

## **ARTICLE 25 Annual Evaluation**

### **Section 25.0**

All members of the Union shall receive an annual evaluation of work performance as defined by Board policy. The evaluation period shall be based on work performed during the school year. The school year shall be defined as the period of time Preston commences and ends transporting students, excluding summer work.

Such annual evaluation shall be given to the employee with a signed copy in the employee's personnel file. Employee signature on the annual evaluation is recognition that the employee has received the annual evaluation.

### **Section 25.1**

Members of the Union whose annual evaluation is a composite rating of satisfactory or above, as determined by the Superintendent or his/her designee, shall receive a performance recognition by June 30<sup>th</sup> of:

- 25.1.1 Employees who average twenty (20) hours or more per school calendar week: up to two-hundred and fifty dollars (\$250.00);
- 25.1.2 Employees who work less than an average of twenty (20) hours per school calendar week but more than one-hundred (100) hours in the school calendar year: up to one-hundred and twenty-five dollars (\$125.00).

In the event that an employee disagrees with the content of his/her evaluation, the employee may request a meeting with the Transportation Supervisor and, if requested, a Union Representative or Local Officer designated by the Union. A request for a meeting must be submitted, in writing, within five (5) work days of June 30<sup>th</sup>. The meeting will be held within five (5) work days of the

Board's receipt of the written request, provided, the Board and the Union may mutually agree, in writing, to extend the period of time to meet. Work days shall be defined in accordance with Article 9, Section 9.0.2. The employee may submit a response to the evaluation, which will be included as an attachment to the evaluation and placed in the employee's personnel file.

## **ARTICLE 26**

### **Attendance Bonus**

#### **Section 26.0**

Bus drivers who have perfect attendance for the entire school year shall be entitled to payment for the equivalent of five (5) additional days of pay. This will be included in the last paycheck of the contract year. The school year shall be defined as the period of time Preston commences and ends transporting students, excluding summer work. Perfect attendance shall be defined as not missing any days of work (or portions thereof), other than for holidays (as set forth in Article 17), bereavement leave (as set forth in Article 20), vacation (as set forth in Article 22) and/or jury duty (as set forth in Article 11). Additionally, an employee may miss one (1) day (or a portion thereof) during the school year by use of one (1) personal day (or a portion thereof) (as set forth in Article 18) and such day shall not be considered an absence for purposes of the perfect attendance bonus.

## **ARTICLE 27**

### **Pension**

#### **Section 27.0**

The Board shall contribute three percent (3%) of each employee's gross regular wages to a 403(b) plan selected by the employee. Within IRS regulations and limitations, employees may, at their discretion, pay additional amounts into their 403(b) plan. Employee contributions shall be made through payroll deduction and sent to the plan administrator once per month. Effective July 1, 2021, the Board's contribution shall be three and one-half percent (3.5%). Effective July 1, 2022, the Board's contribution shall be four percent (4%).

## **ARTICLE 28**

### **Vacancies**

#### **Section 28.0**

Vacancies are defined as: (1) any position and/or routes or route packages that are newly created; or (2) existing positions and/or routes or route packages that are not currently filled by an employee that the Board intends to fill.

A vacancy shall be posted within five (5) work days of the employee's last day of employment with the Board.

Vacancies shall be posted for a period of five (5) work days.

Work days shall be defined in accordance with Article 9, Section 9.0.2.

### **Section 28.1**

Vacancies will be filled in the following manner:

- A. First by a qualified bargaining unit member who request the position.
- B. If there are two (2) or more qualified employees who request the vacant position, then the employee with the most seniority will be given the position.
- C. Then, an outside hire may be considered subject to the provision of this contract.

## **ARTICLE 29 Summer Work**

### **Section 29.0**

Notice of a "summer work meeting" shall be posted at least two (2) weeks prior to the last day of school. If summer work becomes available the summer routes and/or summer route packages will be posted and assigned by seniority to interested drivers at the "summer work meeting."

## **ARTICLE 30 Savings Clause**

### **Section 30.0**

Should any article, section or portion thereof of this Agreement be held unlawful or unenforceable by any quarter form of competent jurisdiction, such decision of the court or form shall apply only to the specific article, section or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

## **ARTICLE 31 Discipline**

### **Section 31.0**

No employee will be disciplined except for just cause.

## **ARTICLE 32 Holdover**

### **Section 32.0**

In the event that the Board and the Union shall fail to secure a successor Agreement as hereinbefore provided prior to the termination of this Agreement, the Union and Board may mutually agree to

elect to extend the duration for any period not to extend beyond the date of the execution of a successor Agreement.

### **ARTICLE 33**

#### **Amendment**

##### **Section 33.0**

This Agreement shall not be altered, amended or changed except in writing, signed by both the Board and the Union which amendment shall be appended hereto and become part hereof.

### **ARTICLE 34**

#### **Union Leave**

##### **Section 34.0**

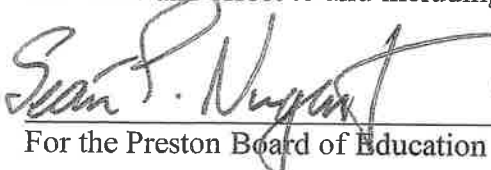
An aggregate number of up to four (4) unpaid leave days in each contract year (July 1<sup>st</sup> - June 30<sup>th</sup>) shall be granted for Union business, so long as the Union has provided written notice to the Board one (1) week prior to the date of leave. Such notice will include the name of any employee(s) to be released and the date(s) on which the employee(s) is to be released. Such days must be taken in full day increments. No more than two (2) employees may take the same unpaid leave day.


### **ARTICLE 35**

#### **Duration**

##### **Section 34.0**

The provisions of this Agreement shall be effective July 1, 2020 and shall continue and remain in full force and effect to and including June 30, 2023.

 9/16/20  
\_\_\_\_\_  
For the Preston Board of Education      Date

 10-7-2020  
\_\_\_\_\_  
For the Union      Date

\*The maximum rate and percentages of the maximum rate set forth herein shall be used as the basis for route packages.

\*\*Receives \$1.00 less per hour since he/she does not have a CDL school bus S-endorsement.

**July 1, 2022 - June 30, 2023**

**Maximum Wage Rate:** \$22.03\*

**Percentage of Maximum Wage Rate**

Donna Nintean	100%
Sherry Guertin	100%
Amy Sabrowski	100%
Sandra Lussier	100%**
Rosalie Clements	100%**
Brendan Merrill	100%
Walter Majcher	98%
George Anderson	86%**
Randy Centeno	86%
Lenes LeBlanc	86%
Rose-Marie Aanerud	86%
Deborah Armstrong	86%
Susette Singer	86%**
Robin Urcinas	84%

\*The maximum rate and percentages of the maximum rate set forth herein shall be used as the basis for route packages.

\*\*Receives \$1.00 less per hour since he/she does not have a CDL school bus S-endorsement.