

AGREEMENT BETWEEN

THE THOMPSON BOARD OF EDUCATION

AND

CSEA SEIU LOCAL 2001
THOMPSON SCHOOL BUS DRIVERS

FOR THE PERIOD:

Effective: July 1, 2017 - Expires: June 30, 2019

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ARTICLE I - PREAMBLE

This Agreement has been negotiated between the Board of Education of the Town of Thompson, herein called the "Board," and CSEA, SEIU Local 2001, herein called the "Union," representing the Thompson School Bus Drivers.

ARTICLE II- RECOGNITION

- A. The Board recognizes and certifies CSEA, SEIU Local 2001 as the exclusive representative for all bus drivers who work in the public school system of the Town of Thompson including one run a day permanent drivers, (excluding temporary or part-time employees who work on a seasonal basis and other employees excluded from the definition of "employee" under Sections 7-467, *et seq.*, of the Connecticut General Statutes, as amended) with all the rights, privileges and obligations as provided by Chapter 113 of the MERA to the General Statutes as amended from time to time: Cases #ME9770, 6/10/86 Connecticut State Board of Labor Relations.
- B. The Union accepts such recognition and agrees to represent equally all bargaining unit employees without regard to membership or participation in or association with the activities of the Union, and to admit employees to membership without qualification other than payment of dues and employment in the Thompson School System.
- C. It is the intent and purpose of the parties hereto that this Agreement promote and improve the quality of service to the children of the Town of Thompson, provide for orderly professional negotiation between the Board and the Union, and secure prompt and fair disposition of grievances.

ARTICLE III- GRIEVANCE PROCEDURE

A. Definitions

- 1. A "grievance" is a claim based upon an event or condition which affects an employee or group of employees and which violates the provisions of this Agreement.
- 2. An "aggrieved person" is the person or persons making the claim.
- 3. A "party of interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action be taken in order to resolve the problem.
- 4. The term "days" except where otherwise indicated, means working days.
- 5. In instances where reference is made to the Superintendent, it shall be understood that such reference can mean his/her designated representative.

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- 6. It is understood that it is the right of the employee to have union representation or intervention at any step of the grievance procedure.

B. Purpose & Miscellaneous Grievance Provisions

- 1. The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the application of the provisions of this agreement.
- 2. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- 3. Nothing herein contained shall be construed as limiting the right of any bargaining unit member having a problem to discuss the matter informally with any appropriate member of the administration or informally with any appropriate representative of the Union.
- 5. It is understood that it is the right of the employee to have a CSEA staff representative beginning at Level Two of the grievance procedure. A local chapter representative may be present at any level of the grievance procedure.

C. Time Limits

- 1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum. and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
- 2. If a person does not file a grievance in writing within twelve (12) days after he/she knows or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
- 3. Failure by an aggrieved person to bring a grievance or to process it in accordance with time limits set forth shall be considered to be a waiver of any right to proceed further with the grievance.

D. Informal Procedures

- 1. If a Union member feels that he/she may have a grievance, he/she shall first discuss the matter with his/her immediate supervisor in an effort to resolve the problem informally.

E. Formal Procedures

- 1. Level One - Immediate Supervisor
 - a. If an aggrieved person is not satisfied with the disposition of his/her problem

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through informal procedures, he/she may submit his/her claim as a formal grievance in writing to his/her immediate supervisor.

- b. The immediate supervisor shall, within ten (10) days, render his/her decision and the reasons therefore in writing to the aggrieved person, with a copy to the Union president.

2. Level Two - Superintendent of Schools

- a. In the event that such aggrieved member is not satisfied with the disposition of his/her grievance at Level One, or in the event that no decision has been rendered within ten (10) days after presentation of the grievance, he/she may file a written grievance within five (5) days after the decision at Level One or fifteen (15) days after the grievance was presented, whichever is sooner, to the Superintendent.
- b. The Superintendent shall represent the administration at this level of the grievance procedure. Within fifteen (15) days after receipt of the written grievance by the Superintendent, he/she shall meet with the aggrieved person in an effort to resolve the matter.

3. Level Three - Mediation

- a.. By mutual agreement, further review of such grievance may be made by submitting this dispute to the Connecticut State Board of Mediation and Arbitration within ten (10) days of notification of the decision of the Superintendent. The notice of mediation shall include a brief statement of the issues to be mediated. The mediator's decision shall be advisory. His/her sole function shall be to attempt a "meeting of the minds" between the parties.

4. Level Four - Arbitration

- a. In the event that an aggrieved member of the unit is not satisfied with the disposition of his/her grievance at Level Three, he/she may request that the Union file for arbitration of the grievance within five (5) days.
- b. The Union may submit the grievance to arbitration by so advising the Board through the superintendent within fifteen (15) days after receipt of the request by the aggrieved person. Only the Union may file a grievance for arbitration; in the event the Union Representative is of the opinion that an employee's grievance is without merit, the local Union shall not be required to process the matter any further and he/she shall so inform the employee filing the grievance and the Board. There shall be no liability imposed thereby on the Union or the Board.
- c. A grievance submitted to arbitration which involves the termination of an employee, shall be in accordance with the following procedure. The Board and a

representative of the Union shall, within fifteen (15) business days after such written notice, jointly select a single arbitrator who is all experienced and impartial person of recognized competence. If the Board and the Union are unable to agree on an arbitrator within fifteen (15) business days, the American Arbitration Association shall be immediately called upon to select the single arbitrator.

- d. The arbitrator selected shall confer promptly with representatives of the Board and the Union, and shall review the record of prior hearings, and shall hold such further hearings with the grievant and other parties in interest, as he/she shall deem requisite.
- e. The arbitrator shall have no authority to make any decision that violates, adds to, subtracts from, modifies, or amends in any way the terms of this Agreement.
- f. The arbitrator shall, within thirty (30) business days after the hearing, render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning's, and conclusions on the issue submitted. The decision of the arbitrator shall be submitted to the Board and the Union and shall be final and binding provided the arbitrator shall not usurp the function of the Board or proper exercise of its judgment and discretion under the law and this Agreement.
- g. The costs of the services of the arbitrator shall be borne equally by the Board and the Union.
- h. A grievance submitted to arbitration which involves any other issue other than the termination of an employee, shall be submitted to the Connecticut State Board of Mediation and Arbitration in accordance with the procedures of that forum.

ARTICLE IV - CONDITIONS OF EMPLOYMENT

A. Selections/Rights of the Board

The Board of Education shall be responsible for but not limited to the right to hire, promote, assign work, discipline and discharge, schedule work hours, overtime and working days, and enforce work rules. It shall be an established policy to secure the most competent candidate without discrimination against any qualified candidate. The Union agrees that the Board of education must enjoy flexibility of operation and, therefore, may utilize an employee to the degree that no employee's scheduled compensated time shall be wasted, provided, however that the nature of work assigned to an employee under this section shall be a work performed by a bargaining unit employee.

The Board and the Union recognize and agree that the Board has the right to contract out bargaining unit work.

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In the event that the Thompson Board of Education exercises any rights it may have to subcontract bargaining unit work during the life of this Agreement in a manner that affects sixty percent (60%) or more of the then existing bargaining unit then the Thompson Board of Education shall include in its contract with the subcontractor a requirement that the subcontractor recognize CSEA Local 2001, SEIU as the designated bargaining representative of all bargaining unit employees affected by the decision to subcontract who accept employment with the subcontractor, providing that the affected employees who accepts offers of employment with the subcontractor constitute a majority of employees assigned to service the Thompson Board of Education student transportation needs.

If the Board exercises its right to subcontract work and the exercise of said right causes the layoff of sixty percent (60%) or more of the bargaining unit employees, then the Board shall include preferential hiring clause in its contract with the applicable bus contractor which provides that Board bus drivers and/or mechanics who apply for work with said contractor shall be hired by the subcontractor to perform the work servicing the Thompson Board of Education subject to said contractor's normal hiring requirements.

All affected employees shall receive severance payments based on their years of service that have accrued as of August 20, 2016, to be paid as follows:

Employees with 10+ years of service as of August 20, 2016:

- a. \$5,000.00 upon separation of employment;
- b. \$850.00 at the end of one (1) month of employment with the subcontractor;
- c. \$850.00 at the end of two (2) months of employment with the subcontractor;
- d. \$850.00 at the end of three (3) months of employment with the subcontractor.

Employees with 6-10 years of service as of August 20, 2016:

- a. \$4,000.00 upon separation of employment;
- b. \$750.00 at the end of one (1) month of employment with the subcontractor;
- c. \$750.00 at the end of two (2) months of employment with the subcontractor;
- d. \$750.00 at the end of three (3) months of employment with the subcontractor.

Employees with 0-6 years of service as of August 20, 2016:

- a. \$3,000.00 upon separation of employment;
- b. \$600.00 at the end of one (1) month of employment with the subcontractor;
- c. \$600.00 at the end of two (2) months of employment with the subcontractor;
- d. \$600.00 at the end of three (3) months of employment with the subcontractor.

The foregoing payments shall be paid upon proof of continued employment with the subcontractor for each month of the initial three (3) month period.

In addition to the foregoing, affected employees shall be entitled to a severance

payment in an amount equal to fifteen percent (15%) of their accrued sick days (subject to the 70-day cap set forth in Article XII, Section A, measured as of February 1, 2016, and limited to February 1, 2016, at a rate of twenty dollars (\$20.00) per hour over a six and one half (6.5) hour day. To be eligible to receive this payment, the affected employee may not take more than three (3) sick days between February 1, 2016 and the date that this payment is issued. In the event that an employee takes more than this amount (3 days), they will not be eligible for any sick leave payment.

B. Probation

All new appointments shall be subject to a probationary period of three (3) months and shall have no seniority rights or recourse to grievance during this period, but shall be subject to all other provisions of the Agreement. Upon successful completion of the probationary period, the employee's seniority shall be retroactive to his/her date of hire.

C. Appointments To New Positions

1. Notice of vacancies and/or new regular run positions shall be posted for five (5) working days. The supervisor will notify any long term absent drivers of these positions on the day posted. Any person interested in the position must apply, in writing, to the Superintendent within five (5) working days. Appointments to positions will be made by seniority.

If a route becomes available during the school year, existing employees have the option to bid for such routes based on seniority. The Transportation Coordinator will assign an available driver to cover the run until the run is permanently assigned to a driver.

2. Normally, special runs for the new school year shall be posted in August, after they have been finalized. Any 12 month bus run shall be posted as such.

D. Seniority

1. Subject to Section B of this Article, seniority shall begin upon the date the employee commenced continuous employment as a Thompson school bus driver and shall be broken by discharge, retirement or resignation.
2. Central Office will stamp all applications with date and time. If two or more employees are hired on the same date, their relative seniority shall be determined by the date and time stamped on their application.
3. On October 1st of each year the Board shall provide a complete list of all bargaining unit members with their addresses and dates of seniority to the Union.
4. Involuntary transfers may be made for just cause. Involuntary transfers shall be made only after a meeting between personnel involved and the Transportation Coordinator is held, at which time the bargaining unit member shall be informed of the reason for the

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transfer. Involuntary transfers made pursuant to this provision shall not result in a reduction of compensation. Routes vacated as a result of transfer shall be posted in accordance with this agreement. The Transportation Coordinator will assign a driver who is available during the time allotted to cover the vacated run until the run is permanently assigned to a driver. Effective June 30, 2017, involuntary transfers may be made by the Superintendent of Schools in his/her discretion.

E. Assignment of Additional Trips

Field trips will be numbered sequentially in the order of the date that the Transportation Coordinator received the request for final approval of the trip. If there is more than one trip submitted to the Transportation Coordinator for final approval simultaneously, the order of the numbering of the trips will be in chronological order based on the date of the trip. Each trip in a given school year will be assigned a unique number. Trips may be posted when possible two to four weeks in advance of the date of the trip. Trips will remain posted, when possible for five school days. Trips are assigned in the order they are numbered always with the lowest number first.

For athletic trips with a destination within twenty (20) miles by road of the Thompson, CT school from which the trip originates only, the Transportation Coordinator may post and fill extra work opportunities in two parts, a drop-off and a pick-up. Extra work opportunities shall be clearly marked as a “drop – pick” at the time of posting.

Drivers who wish to be assigned field trips will indicate their interest by signing a posted field trip sheet. The Transportation Coordinator will assign the trips in numerical order and the driver selected will be the driver who signed the field trip sheet and whose name is highest on the rotation list and whose scheduled runs do not conflict with the time of the trip, unless a driver from the Superlist accepts the trip. If a trip is canceled or rescheduled, the driver assigned the trip has the choice of keeping the rescheduled date or being placed on the “Superlist.” Drivers on the Superlist shall have the right to next field trip regardless of whether their name is the highest on the rotation list. If there is more than one driver on the Superlist, the field Trip shall be assigned in sequential order based on date of placement on the list (first on the list, gets first opportunity for a trip). Once a driver on the Superlist is assigned a make-up trip, his/her name shall be removed from the Superlist. A driver may be on the Superlist more than 1 time.

If a driver who is assigned a trip is not able to drive, the driver simply loses the trip.

Drivers who are assigned trips through this process are expected to drive the trips. Any driver assigned trips and who continually fail to drive them without a valid reason including but not limited to a medical reason will be taken off the rotation list. For the first consequence, the driver will be taken off the list for one month. For any subsequent consequences, the driver will be taken off the list for one month. Any drivers taken off the rotation list will be placed at the bottom of the list upon returning.

If a field trip interferes with the scheduled runs of all bus drivers, the Transportation Coordinator shall assign the run to a non-bargaining unit driver.

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In the event no non-bargaining unit driver signs for the field trip, the Transportation Coordinator will select a bargaining unit driver. The choice must be the driver who will have the least impact on the overall operation. The driver selected will be paid their run rate for their regular run time missed, with field trip rate paid thereafter.

In the event a trip cannot be posted at least 5 working days in advance, the Transportation Coordinator will post the trip in the break room on the Transportation Coordinator's bulletin board, high-lighted as a short-notice trip. No later than 1:45 P.M. on the last work day preceding the trip, the Transportation Coordinator shall select from among the bargaining unit drivers who signed for the trip and whose name is highest on rotation list.

F. Definition of Routes and Runs

1. A "run" in this agreement shall consist of picking up/dropping off students/student at a prescribed location to/from any school or schools in which the Board of Education has enrolled students/student. A "run" shall consist of a pay guarantee of one (1) hour. The run shall begin when the driver performs the safety pre-trip prior to leaving the garage, and shall last until the time the bus returns to the garage. In the event the morning run exceeds two (2) hours of driving time (including lay-over time) a driver shall be compensated for the 15 minute a.m. pre-trips at the Field Trip rate of pay, upon approval of the Transportation Coordinator. Fueling and afternoon clean-ups will be performed and incorporated in the run time where there is sufficient lay-over time. If any run is too long the driver will fuel their bus at the end of the day at the Field Trip rate of pay, upon approval of the Transportation Coordinator.

All run postings will list the assigned hours, which are the actual time used to complete the run, rounded up to the nearest quarter hour and subject to the run minimum described above. An employee will be paid his/her assigned hours for driving his/her assigned runs as a minimum, unless the run is cancelled or the Transportation Coordinator approves an overage.

A "run package" includes all runs assigned to each bargaining unit driver. The Board shall continue the practice of posting runs as "packages" whenever possible. Packages shall be comprised of the morning and afternoon portion of the routes.

2. The Board shall provide a person to start all buses. A mechanical check of the bus; such as, checking fluids and belts, will be the responsibility of the bus mechanical personnel. The drivers shall do the safety pre-check in the am, and general cleanup in the pm, other than that specified in Article XXV, Section 1, as part of their route rate.
3. The Board also agrees to establish a Labor/Management Committee, comprised of three Management and three Labor persons, to evaluate and suggest changes to the established routes after two weeks of driving in September. The Board retains the right of final determination of the routes.

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4. The aforementioned shall not apply to field trips.
5. On an annual basis, the Board shall post the positions of bus starter, bus washing, and snow removal as extra-duty positions offered to bargaining unit members. The positions shall be granted to the most senior person applying for such work. The Board shall also select as an alternate the next most senior person who applies, to be called in the event that the designated bus starter is not able to fulfill the responsibilities of the positions. Payment for work as bus starter shall be made at the field trip rate for a minimum of one (1) hour. If the driver assigned such duties completes the bus starting duties in less than one (1) hour, the Board may assign the bus starter additional duties during that time period. The Board reserves the right to abolish the positions of bus starter at any time, by notice to the employee so designated and notice to the Union, and the right to reassign such work to non-bargaining unit personnel.

G. The Board shall make a reasonable, good faith attempt to insure that no Thompson Public School bus driver is permanently assigned more than six and one-half (6.5) assigned hours per day.

H. All pre-trip sheets shall be delivered to the mailbox of the Transportation Coordinator and deposited in the designated area. Any mechanical defects shall be noted in writing and the mechanical defect sheet shall be delivered directly to the bus mechanic by the Transportation Coordinator.

I. Procedures Applicable to Out of District Runs/Per diem Runs:

1. A per-diem run is a run with one (1) student. A per-diem run is most often a special education student.
2. A driver can be assigned a per-diem run, an out of district run, and a regular run as long as the combination does not exceed the six and one-half (6.5) run maximum.
3. That an out of district/per diem run shall be cancellable with sufficient notice and no wages shall be paid for said cancellation. A driver who pre-trips and commences the run without notification that the run is cancelled that day shall be compensated a maximum of one (1) hour for four (4) runs, 1.5 hours for 5 runs, and 2 hours for 6 runs.

J. Procedures Applicable to Pre-Kindergarten, St. Joseph's Runs and Additional Runs:

1. Any bargaining unit driver wishing to work the pre-kindergarten, morning or evening St. Joseph's shuttles or any other bus run requiring a bargaining unit driver, except field trips, shall notify the Transportation Coordinator that they will be available for such work.
2. The Board shall place the names of bargaining unit drivers on the applicable rotation list. When such runs become available, the person on the top of the rotation list shall be

selected, unless that person is not available due to another previously scheduled run.

3. There will be separate rotational lists for St Joseph's shuttle, pre-kindergarten runs, bus duties, any other bus run requiring a bargaining unit driver, except field trips. Bus duties that include repair shuttles, empty bus break downs, and seat repair are paid for actual time worked at the field trip rate of pay. (See Article IV, Section F7)
4. If a driver declines such work, the name of the driver declining the work shall be placed at the bottom of the rotation list, and the next driver on the list shall be offered the work. If all drivers on the list decline such work, the Transportation Coordinator may utilize a non-Union driver for such work.
5. In the event of a "last minute" need for a driver, the Transportation Coordinator may ask for any available driver. The driver who may be closest or able to get there first will be selected. The driver who performs the last minute work which results in additional compensation, will be rotated to the bottom of the appropriate rotational list. Bargaining unit drivers must understand that although inconvenient, last minute needs will arise.

ARTICLE V - SALARY

The salary schedules shall be approved by the Board of Education and by the Union, and the employees will be paid in accordance with the same. The salary schedules covered by this Agreement are set forth in the Appendix which is attached hereto and made a part of this Agreement. Rates for "half-runs" shall be paid in an amount equal to one-half the rate paid for full runs. In year one (1) of this Agreement bargaining unit members shall receive a two and thirty-five hundredths percent (2.35%) increase to their wages (retroactive to July 1 2017). In year two (2) of this Agreement bargaining unit members shall receive a two and thirty-five hundredths percent (2.35%) increase to their wages.

ARTICLE VI- SALARY PAYMENTS

Salary payments to all persons covered by this Agreement shall be in twenty-two installments.

ARTICLE VII.- SCHOOL CANCELLATIONS & BREAKDOWNS

- A. In the event a driver commences a pre-trip on a day that school is canceled, the driver shall be paid for that run. In the event a driver commences a pre-trip on a day that school is delayed, the driver shall be paid for that run, in addition to his/her regular run.
- B. In the event a bus breaks down during a run, the employee will be paid the full run rate, and shall be paid an extra half (1/2) the route rate, and if the breakdown time exceeds the time the driver would have spent on the full run including leaving and returning to the garage, the driver will be paid the field trip rate of pay for all the additional, substantiated time associated with the breakdown.

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ARTICLE VIII - LAYOFFS

- A. In the event of a layoff, no driver shall be laid off from his/her position if any other driver has less seniority.
- B. Laid off drivers shall have recall rights for a period of one (1) complete year from the date of layoff. When a driver is to be recalled, the first to be recalled shall be the last laid off. A driver who refuses recall rights for any reason shall lose all further recall rights.
- C. If the daily run package of a regular or special education driver whose daily run package contains at least four runs falls below four (4), he/she will have the right to bump either the least senior four run regular driver or the least senior four-run special education driver.

For the purposes of this section, a special education driver is a driver whose entire daily run package consists of runs that serve only students who receive special education and related services, as that term is understood under the Individuals with Disabilities in Education Act.

- D. Bus drivers shall be notified, in writing, two (2) weeks prior to layoff.

ARTICLE IX - DRUG AND ALCOHOL TESTING PROGRAM

A. LAB:

- 1. The union shall be informed of the lab which is selected to perform the drug and alcohol testing program, and supplied with documentation showing their accreditation to perform such tests, as well as a list of all other municipalities, Boards of Education, or other companies that use said facility for similar testing, subject to the cooperation of the lab, as necessary.
- 2. The union reserves the right to request the certification or training records of any collection agent used by the lab to administer the collection and transportation of any samples taken, subject to the cooperation of the lab, as necessary.
- 3. The union is to be notified of the types of tests, both primary and secondary, that will be conducted by the lab.

B. PROCEDURE:

- 1. All collection, other than pre-employment, will be done on the employer's premises, and shall be conducted during the employee's work hours.
- 2. With respect to random drug testing, the Union reserves the right to question the "random" selection of employees and the procedures used for establishing such random list if it believes that harassment or discrimination is taking place.
- 3. The Union shall be informed of the name and qualifications of the Medical Review

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Officer, and upon proper authorization of the employee, shall be supplied with all findings, documentation, and recommendations of said Officer.

C. PAYMENT:

1. The Board shall bear the full cost of all primary drug and alcohol testing, as well as the full cost of the secondary verification test if a positive result occurs on the primary test.
2. The employee shall bear the full cost of all drug and alcohol testing necessary to return to work.
3. The Board agrees to compensate in full any employee who has lost time (disqualification days), between the primary and the secondary test, if the secondary test is negative or the MRO rules out illegal drug use.

ARTICLE X - EMPLOYEE PROTECTION

- A. The Board will protect and save harmless any "Bargaining Unit" member from any financial loss and expense, including legal fees and costs, arising out of any claim, demand, suit or judgment as provided by the General Statutes of the State of Connecticut, Section 10-235, as amended from time to time.
- B. Should any parent and/or other person make a complaint concerning the conduct of any employee, the employer agrees to notify the employee and shall take any written response from that employee. The employer agrees to notify the employee of this right should such a situation occur.

ARTICLE XI- NO STRIKE/NO LOCKOUT

Pursuant to Conn. Gen. Stat. Sec. 7-467 (Municipal Employees Relations Act) all employees included in this Agreement shall not hinder the Board, s operation by strike or work stoppages and the Board shall not pursue lock -out tactics in any part of its operations.

ARTICLE XII - LEAVES

- A. Each employee shall be entitled to twelve (12) days of sick leave annually accumulative to seventy (70) days, first year being prorated according to date of initial employment. Five (5) of these days may be used by an employee for family illness. Employees who are sick for more than three consecutive working days must submit a doctor's slip stating the reason for the absence upon return to work. Sick leave may only be taken in ½ day (morning or afternoon) or full day increments, except that drivers who drive a mid-day run may take sick leave for the mid-day run.
- B. Notwithstanding the terms of Section A of this Article, an employee who was a member of the "twenty-hour driver" bargaining unit as of June 30, 1989 and who is employed as a member of

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the bargaining unit recognized in this Agreement on September 1, 1989 and, as such, remains continuously employed by the Board, shall be entitled to use all contractually accumulated sick days beyond the seventy day maximum without additional annual accumulation until his/her sick leave allotment falls below this maximum. After an employee's allotment falls below the seventy day maximum, sick leave shall accumulate in accordance with Section A.

- C. Four days special leave with pay shall be granted for death in the immediate family. Immediate family is defined as spouse, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, and any relative living in the same household with the employee.
- D. The Board recognizes that employees need to be absent at times for valid reasons, but all absences are disruptive. Each employee who has perfect attendance, with an exception for special leave (Le. approved leaves of absence, but not including sick leave or personal leave), for an entire quarter will receive a bonus of \$25. An employee who has perfect attendance for an entire year shall receive an additional bonus of \$ 100. The perfect attendance bonus shall be paid in the first pay period of the following quarter with all applicable deductions withheld.
- E.
 - 1. Leaves of absence without pay may be granted at the discretion of the Board for a limited definite period not to exceed one year the following reasons:
 - a. For health reasons, upon advise of physician.
 - b. For other personal reasons, subject to the review and recommendation of the Superintendent.
 - 2. Application for such leave of absence must be made in writing at least 30 days in advance except in an emergency, stating the reason for the request and the length of time desired. A leave of absence expires automatically at the date of expiration approved for the leave. If an extension is required it must be approved by the Board.
 - 3. It is expected that, as far as possible, leave will be so arranged as to begin or end at the close of a school year.
 - 4. The decision whether to grant a leave and the length of the leave granted shall not be subject to the grievance procedure unless the employee believes the decision was done in a capricious or arbitrary manner.
 - 5. Medical, maternity, and child rearing leaves shall not be restricted by this article and shall be subject to all applicable Slate and Federal laws.
- F. Whenever an employee is absent from work due to an injury arising from an accident that is deemed by the Workers' Compensation Commission to be a compensable injury, s/he shall receive the difference between his/her regular pay and compensation for a period not to exceed one year.
- G. Any employee who is on military leave shall receive time off from work and any compensation

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and/or benefits to which the employee is entitled under state and/or federal law. Copies of duty orders shall be provided to the Superintendent at least four (4) weeks in advance of the employee's military leave, or as soon as practicable under the circumstances.

- H. Any employee required to report for jury duty shall receive the difference between his/her regular wages and jury allowance from the employer during this period.
- I. Each employee shall be entitled to two (2) personal leave days annually, subject to the following conditions of use:
 - 1. Personal leave days may only be used when absence from work is necessary and not reasonably avoidable.
 - 2. When an employee requests non-emergency personal leave, an employee must provide a minimum of five (5) days notice, in writing, to the Superintendent of Schools prior to the requested day off. For non-emergency personal leave, the employee need not state the reason except as provided below.
 - 3. For emergency personal leave (personal leave requested with less than five days' notice), employees must provide notice as soon as reasonably practicable under the circumstances, and must provide a written statement of the reason for such personal leave request.
 - 4. Personal leave days may not be used on the day immediately prior to or on the day immediately after a school holiday, vacation period, or long weekend, or during the months of August or September, unless the Superintendent consents to such use.
 - 5. No more than two (2) bus drivers may be absent on the same day due to use of a non-emergency personal day. The Superintendent shall grant the use of non-emergency personal days on first come, first serve basis.
 - 6. In cases where the Superintendent reasonably suspects abuse of personal leave, the Superintendent may request a written statement of the reason of non-emergency personal leave.
- J. One run drivers shall not receive any benefits such as sick days, funeral days, and personal leave days contained in Article XII, Leaves.

ARTICLE XIII- RESIGNATIONS AND RETIREMENT

Written notice of resignation should be filed with the Superintendent of Schools at least fifteen (15) working days in advance of separation. This notice shall include a statement of the reasons for resignation.

ARTICLE XIV - LONGEVITY

- A. In addition to the driver's regular salary, all shall receive the following longevity payments:

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Completed Years of Service Payment

| | |
|----------|-------|
| 5 Years | \$200 |
| 10 Years | \$350 |
| 15 Years | \$450 |
| 20Years | \$550 |

B. Payments for longevity will be paid separately in September with the first pay period if possible.

ARTICLE XV - INSURANCE

A. The Board shall provide employees the option of purchasing group health insurance in accordance with the following provisions.

1. Group health insurance shall consist of medical insurance (Century Preferred Plan or, if offered, Blue Care Point of Service Plan, with Gatekeeper and HSA Plan) and dental insurance.

Effective July 1, 2013, the Board shall implement an HSA plan with the following components:

If the Board determines that it is feasible to offer the HSA plan earlier than July 1, 2013, the parties agree that the Board may offer the plan to eligible employees earlier than July 1, 2013.

| | In-Network | Out-of-Network |
|-------------------------------------------------------|----------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| Annual Deductible (Individual/Aggregate Family) | \$2000/4000 (Shared In/Out) | |
| Co-insurance | N/A | 20% co-insurance after deductible, subject to co-insurance limits |
| Preventive Care | Deductible not applicable | 20% co-insurance after deductible, subject to co-insurance limits |
| Prescription Drug Coverage | Treated as any other medical expense | 20% co-insurance after deductible, subject to co-insurance limits |
| Co-insurance Maximum (Individual/Aggregate Family) | \$3,000/6,000 (Out of network Coinsurance and In-network post deductible RX copays) | |
| Cost Share Maximum (Individual/Aggregate Family) | \$5,000/10,000 | |
| Lifetime Maximum | Unlimited | \$1,000,000 |

The Board will fund seventy-five percent (75%) of the applicable HSA deductible amount for each employee who elects coverage under the high deductible/HSA plan. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year, on the Board's payroll dates. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. For any plan year in which an employee is enrolled in the high deductible/HSA plan for only a portion of the plan year, the Board's contribution toward the funding of the deductible shall be pro-rated.

2. Enrollment in any group health plan offered by the Board shall be subject to any and all eligibility requirements established by the insurance carrier(s) and/or plan administrator(s).
3. Employees must be regularly scheduled to work a minimum of 720 run/hours per school year (all field trip hours are inclusive) to be eligible for any Board contribution toward the cost of insurance.

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4. The cost of group health insurance shall be shared by the employee and the Board. For employees who received group health insurance benefits as of June 30, 1989 and who have continuously received such benefits since that time, such employees shall contribute the following percentage toward the cost of such insurance:

| | Individual Coverage | 2 Person Coverage | Family |
|-----------|---------------------|-------------------|--------|
| 2017-2019 | 15% | 15% | 15% |

All other employees shall contribute the following percentage toward the cost of such insurance:

| | Individual | 2 Person Coverage | Family |
|-----------|------------|-------------------|--------|
| 2017-2019 | 30% | 30% | 30% |

- 5. Dental Plan. The Board's contribution toward the cost of dental coverage shall be based upon the cost of individual coverage. The cost of any dental coverage beyond individual coverage shall be paid fully by the employee.
- 6. Premium contributions by participating employees may be included in the IRS Section 125 program. There will be no cost to the employees for the Section 125 program.
- B. Subject to any and all eligibility requirements, all employees who are regularly scheduled to work a minimum of ten hours per week shall receive Group Life Insurance Coverage of \$10,000 of benefit coverage per employee, payable by the Board.
- C. Each bargaining Unit member shall be reimbursed by the Board for the out-of pocket costs of their required D.O.T. physical, if not covered by insurance, or in the case of not having insurance, up to a maximum of \$65.00. Employees must submit his/her insurance form showing the cost of the physical not covered by insurance, or a doctor's statement showing the cost of the physical. The physical shall be limited to those items and tests necessary to fulfill the obligations to obtain the school bus driver's license and to fulfill job requirements.
- D. The Board shall have the right to self-insure and/or to change administrators/carriers/plans, provided that the overall level of benefits remains substantially comparable to the overall level of benefits in effect immediately preceding any such change.
- E. All bargaining unit employees, who meet the eligibility criteria of the existing pension plan or thereafter as amended from time to time, may enroll and participate in the Thompson Board of Education Pension Plan for Non-Certified Employees. However, any disputes over pension matters are subject to resolution in accordance with the terms of the pension plan, and shall not be subject to the contractual grievance and arbitration procedure set forth in this Agreement.

ARTICLE XVI – DISMISSAL/DISCIPLINE

A. Discharge: No non-probationary employee may be disciplined or discharged without just cause. The type of discipline will depend upon the seriousness of the offence, the employee's past

record and related circumstances. The board will use progressive discipline, however, the Board and the Union recognizes that certain offences may lead to suspension or termination without prior discipline.

Among such offences are:

- 1) Failure to follow Connecticut General Statute's section 14-275 c-1 through 14-275c-25 as defined in the Board of Education Student Transportation Services;
- 2) Conviction (including a plea of "no contest") of a felony, misdemeanor or vehicle code violation for use of drugs or alcohol while operating a motor vehicle;
- 3) Possession or use of alcohol or drugs (except prescription drugs approved in advanced by the Board) on company time or property.
- 4) Fighting, threatening, intimidation or coercing anyone on company time or property, including conduct towards another based on that person's race, ethnicity, religion, color, disability, education, national origin, ancestry, age, veteran status, sexual orientation or sex;
- 5) Gross and substantial insubordination;
- 6) Deliberately damaging, destroying or defacing the property of the Board, Town or other employee;
- 7) Theft or dishonesty, including falsifying hours worked;
- 8) Possession of guns, ammunition, explosives or other weapons while on duty, garage or school premise;
- 9) Violation of Company drug and alcohol policy.

B. Progressive Discipline: Except as described in ARTICLE XVI (Dismissal), above, an employee may be disciplined according to the following formula for any violation of policies set forth in this contract. In order to be applicable in the progressive discipline formula provided in this section, a warning notice must be for the same or similar offenses. With each warning, the discipline formula must be imposed:

| | |
|-----------------|-------------------------------------|
| First offense- | Documented verbal warning |
| Second offense- | Written warning |
| Third offense- | Unpaid suspension for up to 10 days |
| Fourth offense- | Termination |

C. A copy of all documented warnings shall be placed in the employee's personnel file and copies shall be furnished to the employee and Union officers. The employee must acknowledge receipt of such warning by affixing his/her signature on the copy placed in file with the understanding that such signature merely signifies that he/she has read the disciplinary material to be filed and does not necessarily indicate agreement with the content. If employee refuses to sign any such warning, the Chapter president shall sign on behalf of the employee.

D. If the Board intends to dismiss an employee, a two (2) week notice of termination shall be given to said employee or two (2) weeks separation pay based on the employee's current salary. If an employee is dismissed for just cause, then the employee shall not be entitled to the two (2) weeks separation pay or the two (2) weeks notice requirement.

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- E. Minor disciplinary infractions, such as written warnings for tardiness or absenteeism, shall not be used by the Board as evidence of progressive discipline in any further disciplinary proceeding by the Board, if the employee has not received any additional disciplinary consequences, for any reason, for a period of two (2) years after the minor disciplinary infraction. Major disciplinary infractions (including, but not limited to: safety issues, issues involving students, failure to follow Board policies or procedures, and/or insubordination), shall remain available to the Board for the purpose of further disciplinary action, regardless of the employee's subsequent disciplinary history.

ARTICLE XVII- NON-DISCRIMINATION

- A. There shall be no reprisals of any kind taken against any employee by reason of his/her membership in a labor organization or participation in its activities.
- B. All provisions of this Agreement shall apply equally to all employees without discrimination in regard to political or labor organization affiliation, age, race, creed, color, religion, national origin, sex, sexual orientation, marital status, or physical or mental disability.
- C. The use of masculine or feminine pronouns in this Agreement shall apply to employees of either sex.

ARTICLE XVIII- SAVINGS CLAUSE

In the event that any article, section, or portion of this Agreement is declared invalid by agreement, statute, or legal process, then each specific article, section, or portion specified to be invalid, shall be deleted. However, the remainder of this Agreement shall remain effective. Upon a determination of invalidity, either party shall have the right to initiate negotiation upon that article, section or portion.

ARTICLE XIX - AGENCY FEE - DUES CHECK OFF

- A. 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. Notwithstanding this provision, each employee, as a condition of employment, shall become a member of the Union in good standing and authorize the deduction of union dues or shall pay a union service fee thirty days after their date of hire. Such union service fee shall be established by the Union and shall be an amount equal to the pro-rata cost incurred by the Union for collective bargaining, contract administration and grievance adjustment. The service fee deduction procedure established by the Union shall comport with the law. The current rate of membership dues and service fees shall be certified by the union at least one month prior to the deduction or any change in the amount of dues or fees to be deducted.
- B. An employee may discontinue paying union dues upon filing a written request with the union and Superintendent at least thirty days in advance of the discontinuation of payment. Any employee who discontinues the payment of union dues shall be subject to the service fee provided in Section A.

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- C. No payment of union dues or service fees shall be required of an employee who objects to payment based on the tenets of a bona fide religious belief. Employees objecting on religious grounds to the payment of union dues or service fees shall make a monthly contribution to an IRS-recognized charity in an amount equal to the service fee.
- D. The Board shall deduct from the pay of employees union dues and service fees established by the Union, and the amount deducted, together with a list of employees shall be remitted to CSEA, SEIU, Local 2001, within one week after the payroll period in which such deduction is made. A copy of the list of employees will be provided to the president of the local chapter. Such list shall include the addresses of all new employees.
- E. The Union agrees to indemnify and to hold and to save the Board and its agents harmless from any and all claims, damages, suits or other forms of liability including reasonable attorney's fees, that shall or may arise out of any action taken by the Board for the purpose of complying with the provisions of this article.

ARTICLE XX - SCOPE OF AGREEMENT

- A. It is understood by both parties of this Agreement that this Agreement is an expression of policies and procedures which will continue in good relations established between the Board and the Union. This Agreement does not limit or restrict the Board in any way or bind the administration of the schools or any duly authorized representative of the Board, in the discharge of duties and responsibilities as prescribed by the Board.
- B. Any benefits enjoyed by the bargaining unit members prior to this Agreement which have not been superseded by the provisions of this Agreement shall continue in effect.

ARTICLE XXI - CONTRACT DURATION

The terms of this Agreement shall be effective as of July 1, 2017 and shall continue and remain in full force and effect to and including June 30, 2019.

ARTICLE XXII - NEGOTIATIONS OVER A SUCCESSOR AGREEMENT

At least one hundred and twenty (120) days prior to the expiration date of this contract, the Board and the Union agree to negotiate over a Successor agreement.

ARTICLE XXIII- BUS DRIVER MEETINGS

- A. The Superintendent, and/or the Transportation Coordinator may require all bus drivers or selected groups of bus drivers to attend mandatory meetings or training. Such meetings will be reasonable in number and length. Drivers may only be excused from mandatory attendance in cases of emergencies.
- B. The Board shall pay for all mandatory meetings called by the aforementioned individuals, as

well as the required three hour annual safety course conducted by the bus coordinator, for all bargaining unit members at the field trip per hour rate for all hours spent to the nearest quarter hour.

ARTICLE XXIV - STUDENT TRANSPORTATION SERVICES

- A. Bus drivers are to be knowledgeable and abide by the State Statutes and Board Policies as documented in the Board's document entitled "Student Transportation Services," which shall be provided to employees. Failure to comply with the provisions of such document may result disciplinary action up to and including discharge in accordance with Article XVI.
- B. Drivers will review an updated copy of the Board's transportation policies currently and will sign off verifying they have received the policies.
- C. Any Board policy which affects the wages, hours of employment, or significantly impacts on their working conditions shall be presented and the impact negotiated with the Union.
- D. Drivers will meet with the coordinator annually to review and update their transportation file.

ARTICLE XXV - MISCELLANEOUS/MAINTENANCE

- A. Drivers shall be required to do pre-trip in the am and post cleaning (consisting of sweeping, closing windows and draining air tanks) in the pm as part of their route rate as specified in Article IV of this agreement; however, any cleaning which requires excessive time such as, but not limited to, cleaning up after a sick child, shall be compensated by paying the driver for all time spent cleaning, to the nearest one quarter (1/4) hour at the field trip rate, upon notification and authorization of the bus coordinator.
- B. The Board shall supply all OSHA required safety equipment (i.e.: latex gloves, safety glasses, etc.) as required for contact with bodily fluids or excretions.
- C. Drivers shall be required to clean the windows of the bus as needed or required for safe operation, but no driver shall be required to check or fill the oil, or do any internal engine or vehicle maintenance.
- D. The Board shall provide 6 hours of safety classes per year, as required by state law. Drivers shall be compensated at the field trip rate for their participation in this required training.

Drivers who are preparing to take the test to renew their license shall be compensated for up to 6 hours of training at the field trip rate. In order to be eligible for this payment for training time, the driver must submit documentation of the dates of training and the name of the certified trainer to the Transportation Coordinator. The training must be arranged by the driver.

Drivers shall also receive payment at the field trip rate for the time used to take the license renewal test. However, the Board will only pay for the first test. If the driver is required to take the test more than once in order to pass, the Board will only compensate for the drivers first time

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taking the test.

ARTICLE XXVI- HOLIDAYS

All employees shall receive the following paid holidays: New Years Day, Memorial Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas, Martin Luther King, Jr. Day.

SIDE-LETTER OF AGREEMENT

BETWEEN

THE THOMPSON BOARD OF EDUCATION

AND

CSEA SEIU LOCAL 2001
THOMPSON SCHOOL BUS DRIVERS

If a regularly scheduled run is cancelled due to a change in the school schedule, the driver will be able to make up his/her run to fulfill their six and one-half (6.5) run per day assignment. The Board will make every effort possible to provide the driver with the opportunity to make up the cancelled run and be whole. If the cancelled run cannot be made up, the driver will be docked a portion of his/her salary for the missed run on the specific day in question. If, pertaining solely to this situation, a run is cancelled as a result of inclement weather; there will be no loss of pay.

FOR THE THOMPSON
BOARD OF EDUCATION

FOR CSEA, SEIU Local 2001

4/15/18

Thompson School Bus Drivers —Wage Schedule

Regular Run Driver

1. Run Rate

| | <u>2017-2018</u> | <u>2018-2019</u> |
|--------------|------------------|------------------|
| | 2.35% | 2.35% |
| Entry | 20.64 | 21.13 |
| 3 months | 21.29 | 21.79 |
| 6 to 10 yrs | 22.74 | 23.27 |
| 10 plus yrs. | 24.23 | 24.80 |

2. Shuttle:

| | <u>2017-2018</u> | <u>2018-2019</u> |
|--------------|------------------|------------------|
| Entry | 5.16 | 5.28 |
| 3 months | 5.30 | 5.42 |
| 6 to 10 yrs. | 5.71 | 5.84 |
| 10 plus yrs. | 6.09 | 6.23 |

3. Field Trips:

| | <u>2017-2018</u> | <u>2018-2019</u> |
|-------------|------------------|------------------|
| Field Trips | 16.25 | 16.63 |

3a. Pay for Field Trips

The per hour field trip rate shall be paid for all hours worked, to the nearest one quarter (1/4) hour, whether actually driving or waiting for the return trip. All field trips shall be paid at a minimum two (2) hour rate, which shall include any pre-trip checks and post trip cleaning.

Effective and retroactive to July 1, 2017, the wages schedules in effect for the 2016-2017 school year shall be increased by two and thirty-five hundredths percent (2.35%). Employees who are eligible for step movement that year, shall advance on the step schedule.

Effective July 1, 2018, the wage schedules in effect for the 2017-2018 school year shall be increased by two and thirty-five hundredths percent (2.35%). Employees who are eligible for step movement that year, shall advance on the step schedule.

JK

Signature Block

IN WITNESS WHEREOF the parties have caused their duly authorized representative to set their hands this day Feb. 5th, 2017.

FOR THE THOMPSON
BOARD OF EDUCATION

[Signature]
By

2-5-2018
Date

FOR CSEA SEIU Local 2001

[Signature] 2-5-2018
Staff Representative

[Signature]
President of Chapter

2-9-18
Date