

AGREEMENT

CANTERBURY BOARD OF EDUCATION

AND

CANTERBURY BUS DRIVERS ASSOCIATION

July 1, 2017 - June 30, 2020

Contents

Purpose	1
Article 1	Recognition.....	1
Article 2	Wages.....	1
Article 3	Sick Leave.....	4
Article 4	Holidays.....	5
Article 5	Funeral Leave.....	5
Article 6	Insurance.....	5
Article 7	Reimbursement for Physicals.....	7
Article 8	Drug Testing.....	7
Article 9	Termination.....	7
Article 10	Seniority.....	7
Article 11	Grievance Procedure.....	8
Article 12	Payroll Deductions.....	9
Article 13	Employee Expenses.....	10
Article 14	Savings Clause.....	10
Article 15	Duration.....	10

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

Purpose

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

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

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

Article 1 Recognition

1.1 This agreement is in effect for employees of the Board who drive school buses for the Canterbury school system.

Article 2 Wages

2.1 A. Hourly Rate

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

2017-2018	2018-2019	2019-2020
<i>\$19.31</i>	<i>\$19.70</i>	<i>\$20.09</i>

All pay rate changes will occur on July 1 of each year, unless otherwise noted as follows: any inexperienced driver with less than one- year experience will stay at initial rate of pay for one full year. All drivers new to Canterbury will be paid \$2.00 less per hour during their 90 day probationary period. Probation may be extended by administration depending on date of hire.

B. Substitute drivers

After July 1, 2017, all newly hired substitutes will be placed on the hourly pay scale as described in Section A.

C. Van drivers - shall be paid:

for 2017-18 paid \$16.40 per hour,

for 2018-19 paid \$16.73 per hour

for 2019-20 paid \$17.06 per hour.

If a van driver is currently a regular bus driver, driving a van, the driver will keep their current rate of pay.

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

2.3 Minimum Payment

All drivers will receive payment for a minimum of two (2) hours of time for the completion of any run. This payment applies to home-to-school runs. All field trips will be compensated for actual time worked.

2.4 Extra pay for extra work

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

In the event of an emergency, a driver is called in from home to report to work, they will be paid a minimum of two (2) hours. This minimum will not apply if the additional time worked is attached to a driver's regular run. Additional payment will be for the additional time worked.

2.5 Payment for safety instruction and proficiency test

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

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

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

2.6 Special education runs

All Special Education runs are subject to change.

Article 3 Sick Leave

3.1 A sick day shall be considered the usual number of hours that a specific driver works.

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

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

$(1/2) \times (\text{number of unused sick days in excess of 30 as of the last school day of the year}) \times$
 $(\text{length of time driven by the driver on an average school day})$

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

$(1/2) \times (\text{number of unused sick days as of the last day of school}) \times (\text{length of time driven by the driver on an average school day})$

3.4 Four (4) sick days may be used as personal days for compelling household or family matters. Approval must be secured by the administrator in charge of the drivers.

Article 4
Holidays

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

Article 5
Funeral Leave

5.1 In the event of death of a member of the immediate family, three (3) paid bereavement days will be granted. Members of the immediate family shall include wife, husband, mother, father, grandmother, grandfather, grandchildren, step-mother, step-father, step-child, sister, brother, daughter, son, mother-in-law, father-in-law, brother-in-law, sister-in-law, or other relative who is an actual permanent resident of the employee's household.

Article 6
Insurance

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

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

6.2 Drivers hired after July 1, 2011 will be granted insurance and benefit eligibility as above, after six (6) or more hours per day.

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

1. Health Savings Account (HSA)

The Board will fund fifty percent (50%) of the applicable HSA deductible amount for full time employees. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts prior to the first day of school, on the Board's payroll dates. The parties acknowledge that the Board's fifty percent (50%) contribution towards 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 will be funded for actively employed 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.

The Premium Share for the HSA plan described herein shall be:

School Year 2017-2018.....	Ten percent (10%)
School Year 2018-2019.....	Ten percent (10%)
School Year 2019-2020.....	Eleven percent (11%)

2. All dental plans will have a 16% premium share for the duration of the Agreement.

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

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

Insurance coverage for drivers with more than six (6) months and less than three (3) years of service in the town of Canterbury, who are unable to perform their duties and have used all their sick leave, will terminate after thirty (30) calendar days.

Insurance coverage for drivers with three (3) to ten (10) years of service in the town of Canterbury, who are unable to perform their duties and have used all their sick leave, will terminate after sixty (60) calendar days.

Insurance coverage for drivers with more than ten (10) years of service in the town of Canterbury, who are unable to perform their duties and have used all their sick leave, will terminate after ninety (90) calendar days.

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

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

Article 7
Reimbursement for Physicals

7.1 Any physical required by the Department of Transportation will be covered in full, if service is provided by the District approved vendor. All other physicals required by the Department of Transportation using other vendors will be reimbursed up to the maximum of \$75.00.

Article 8
Drug Testing

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

Article 9
Termination

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

Article 10
Seniority

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

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

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

10.4 A list of runs will be given to drivers at least one (1) week prior to the start of school year with a complete description of the route, grades, and time involved. All runs will be chosen by seniority. Any run that becomes available after routes are chosen will be posted and chosen by seniority. All drivers will receive notification of a run that becomes available except in an emergency situation.

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

Article 11 Grievance Procedure

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

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

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

11.3 **Informal procedures** – A grievant shall discuss the matter with the Transportation Coordinator with the object of resolving the matter informally the grievant has the right to have an Association member present if she/he requests it, but in no way should postpone the

discussion beyond seven (7) working days from the Transportation Coordinators meeting request.

11.4 Formal procedures

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

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

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

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

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

Article 12 Payroll Deductions

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

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

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

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

Article 13 Employee Expenses

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

Article 14 Savings Clause

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

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

Article 15 Duration

15.1 The provisions of this agreement shall be effective as of July 1, 2017, and shall continue in full force and effect to and including June 30, 2020.

For the Board,

For the Association,

Walter Petruniw 7-26-17

Walt Petruniw Date

Chairperson

Diane Davis July 11, 2017

Diane Davis Date

Diane Parker July 11, 2017

Diane Parker Date