COLLECTIVE BARGAINING AGREEMENT
Between
TEAMSTERS LOCAL 671
and
CREC
Capitol Region Education Council

July 1, 2021 - June 30, 2024
PREAMBLE

This Agreement is made and entered into by and between the Capitol Region Education Council (hereinafter referred to as "CREC" or "Employer") and Teamsters Local 671 (hereinafter referred to as the "Union") (collectively referred to as "The parties"). The parties enter into this collective bargaining agreement for the purpose of maintaining harmonious and peaceful labor conditions and establishing methods for a fair and peaceful adjustment of disputes that may arise between the parties. Both parties pledge to cooperate with each other in good faith in the enforcement of the terms of this agreement. Both parties desire to provide uninterrupted operations to the client we serve and to provide a secure and productive work environment to the employees of CREC.

The Employer shall not demean the Union as an organization or its representatives as individuals. The Employer will inform all managerial employees and supervisors of their obligations under this Agreement and will take prompt action to stop and correct any violations of this Agreement.

The Union agrees to communicate with employees in a positive manner and shall not denigrate CREC, its managers, supervisors, or representatives.

RECOGNITION

The Employer recognizes and acknowledges that Teamsters Local 671 is the exclusive representative for all bargaining unit employees, more specifically all full time and regular part time van drivers in Hartford employed by the Employer as referenced by Connecticut State Board of Labor Relations Case No. ME-30,817 and ME-33800 for the purpose of collective bargaining with respect to wages, hours of employment and other conditions of employment.

The Employer agrees not to enter into any agreement or contract with the employee covered by this Agreement, either individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, unless it is through duly authorized representatives of the union. Any such agreement shall be null and void.

CREC will not use bargaining unit employees to perform work presently performed by managerial employees without notifying the Union and meeting to discuss the reasons for such need, except in the case of an emergency. CREC will not use bargaining unit employees without first posting and awarding such positions as outlined in this Agreement, based upon mutually agreed upon qualifications and requirements. Furthermore, the parties all agree to meet and
discuss all aspects regarding the hours, wages and working conditions of any position created for under this article.

**JURISDICTION**

The Employer agrees that Teamsters Local 671 has exclusive geographical jurisdiction over the Employer's facility and Employer shall not recognize any other Local Teamsters union as the representative of employees covered by this Agreement. This provision does not, however, restrict such employees from performing charter work or other services for Employer outside the geographical jurisdiction of Local 671

**MANAGEMENT EMPLOYEE RELATIONS**

The parties agree that working relationships among employees and with management should be marked by mutual civility and respect in accordance with these principles:

1) The principle of a fair day’s work for a fair day’s pay should be observed at all times.

2) Employees should perform their duties in a manner that best serves the Employer’s interest.

3) Neither the Employer nor any employee should engage in conduct that constitutes abusive harassment, intimidation, or coercion.

4) Employees and the Employer both have a responsibility to avoid the creation of a hostile work environment or any other form of illegal discrimination based on race, sex, age or any other characteristic protected by law.

5) Employees shall treat the Employer and each other with dignity and respect, and the Employer shall treat all employees with dignity and respect.

6) The Union and CREC will meet, at minimum, on a monthly basis to resolve disputes under this Article.

The employer agrees that it will not subcontract bargaining unit work which would result in the layoff of bargaining unit employees.
MANAGEMENT RIGHTS

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, CREC has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of CREC and direction of the working forces, including but not limited to: the right to manage the operations of CREC and direct the working forces; hire employees of its own selection; maintain order and efficiency; extend, maintain, curtail or terminate its operations; determine the type of equipment to be used and the assignment of work; transfer employees; discipline employees; suspend or discharge employees; layoff for lack of work; determine the number of shifts, the number of days in the workweek, the hours of work and the number of persons to be actively employed by CREC at any time; post and require employees to observe reasonable rules and regulations; determine the methods and schedules of all services; set standards of professional conduct, productivity and performance; subcontract work in accordance with this Agreement; permit employees from other CREC facilities, supervisory and/or temporary employees to perform bargaining unit work when reasonably needed, in accordance with the terms and conditions of this Agreement; and, in general, to determine what work should be performed as well as when, where, how and by whom such work shall be performed. These enumeration rights of management are not all inclusive.

UNION SECURITY

Section 1: Union Membership

The Employer agrees to deduct from the wages of its employees who individually and voluntarily authorize such deductions in writing on a form satisfactory to the Employer, such membership dues as may be fixed by Local 671. Local 671 shall certify to the Employer in writing each month a list of its members who have furnished to their Employer the required authorization, together with an itemized statement of dues or uniform assessments owed and to be deducted for such month from the pay of such member, and the Employer shall deduct such amounts in bi-weekly installments following the receipts of such statement and remit to Local 671 by the end of each month in one lump sum. Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made, or has no earning or insufficient earnings during that week, or is on leave of absence, the Employer is not responsible for deduction of such dues.
Once per month, the Board shall provide the Union with a list of the name, date of hire, position, shift, hourly rate, home address, work email address, work phone number for each bargaining unit member.

If CREC holds a formal new hire orientation, the Union shall be invited to speak with new employees in the bargaining unit for 30 minutes without management present. When new employees are hired, they shall be given a packet of information provided by the Union. New employees shall be provided with the names and contact information of Union leadership at the employee’s worksite. If there is no formal orientation held, the Union may schedule a 30 minute meeting, which new employees may attend without loss of pay. The Union shall work with CREC to schedule such meeting at a time and location which is least disruptive to CREC’s operations.

**Section 2: D.R.I.V.E. Check-off**

The Employer agrees to deduct from the wages of any employee who executes an appropriate voluntary check-off authorization for the Democrat, Republican, Independent Voter Education (D.R.I.V.E) Chapter, the amount specified in the check-off authorization form signed and dated by the employee. The deduction shall continue for the life of this Agreement and any renewals or extensions thereof for each employee who signs the check-off authorization, unless the employee revokes the authorization in writing. The Employer agrees that the amounts so deducted shall be remitted monthly to the appropriate D.R.I.V.E. Chapter.

**Section 3: Indemnification**

The Union agrees to indemnify and hold harmless the Employer from any and all claims of any kind or nature made against it for any reason by an employee, or group of employees, because of action taken by the Employer in order to comply with the provisions of this Article.

**JOB STEWARDS**

**Section 1: Designation of Union Stewards:**

The Union may designate Union Stewards and alternates from CREC’s seniority list. The authority of Shop Stewards and their alternates shall not exceed the following duties and activities:

(a) The investigation and presentation of grievances.
(b) The collection of union dues when authorized by appropriate Union officials, and not inconsistent with provisions of this Agreement.

(c) The transmission of messages and information, which shall originate and be authorized by the Union or its officers, provided such messages and information:
   (i) have been reduced to writing, or,
   (ii) if not reduced to writing are of a routine nature and do not involve work stoppages, slowdowns, or any other interference with CREC's business.

Section 2: Performance of Duties

The Union Steward will be permitted reasonable time to investigate, present, and process grievances within the regular work schedule of the Union Steward, provided there is no interference with school bus or van runs, or with the proper performance of the duties of the employees participating in all meetings with CREC over the resolution of grievances or other CREC business.

The Steward shall be compensated at his/her Home to School rate only for time spent in disciplinary and/or work related meetings scheduled by CREC. The Union Steward shall not abuse this privilege. The Steward shall not suffer a loss in work opportunity and/or pay due to meetings or hearings scheduled by CREC. However, in the event a meeting takes less time than a scheduled run, the employee may be assigned extra work to fill the time he/she would have been driving such scheduled run. The Union reserves the right to remove the shop steward at its discretion, for the good of the Union.

Section 3: Prohibited Activity

The Shop Stewards and alternates have no authority to take strike action, or any other action interrupting CREC's business. CREC shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward or alternate have taken unauthorized strike action, slow-down, or work stoppages in violation of this Agreement. Shop Stewards or employees shall not make any decision which conflicts with the terms and provisions of this Agreement.

Section 4: Access to Premises

Only the Union Business Agent shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that this Agreement is being adhered to, provided, however, there is no interruption of work. The Union agent will notify the dispatcher or supervisor upon arrival and abide by the Employer's safety rules while on the premises. CREC will make requested disciplinary records available to the Union within seven (7) days.
**Section 5: Bulletin Board**

The Union shall post notices of business matters affecting the Union on the Union designated bulletin board. It is understood that such notices will not be placed anywhere else in the facility.

**NO STRIKE/WORK STOPPAGE**

**Section 1**

In accordance with Connecticut law, the Union, its officers or members shall not sanction or participate in any strike, slowdown, or work stoppage. It is also agreed that during the term of this Agreement there shall be no lockout of employees by CREC. In the event of any unauthorized strike, slowdown, or work stoppage, the Union will use its best efforts to persuade the employees to return to work.

**Section 2: Picket Lines**

It shall not be a violation of this Agreement for employees covered hereunder to refuse to cross a picket line of an entity outside of CREC, if that picket line is recognized by the Teamsters Local Union.

**DISCHARGE OR SUSPENSION**

**Section 1:**

The Employer shall not discharge or suspend any employee without just cause. In any case of discharge or suspension, CREC shall promptly notify the employee in writing of the discharge or suspension and the reason thereof. CREC recognizes that discipline shall be reasonable and that progressive discipline shall be used to educate an employee to follow established rules and to perform their job properly. However, under severe circumstances, progressive discipline may not be required so long as just cause is shown. A warning notice shall not remain in effect for more than one (1) year from the date of the occurrence upon which such warning notice is based, except for incidents involving driving. For incidents involving driving, warning notices may be used for three (3) years from the date of the occurrence upon which such notice warning is based.

**Section 2: Customer Removal**

If CREC is required to remove a driver from service at the written request of an authorized driver at school district, CREC agrees to discuss the matter with the school district as soon as possible to attempt to adjust or resolve the issue. If the school district maintains its position on the removal of the driver, CREC will
meet with the Union to discuss the driver's employment status. The Union will be given a copy of the school district's written request. CREC will investigate all complaints made by a customer. As part of that investigation, CREC will meet with the driver to allow him/her a chance to be heard. During the investigation, the driver may be reassigned by CREC or placed on paid administrative leave, such that the driver's compensation related to his/her Home to School route shall be paid during the investigation, but other compensation for additional duties will not be paid unless the work is performed by the driver. The findings of such investigation shall be reported to the customer. However, should the, customer insist on removal, CREC will make its best effort to reassign any employee to whom such removal request is directed, provided that the reason for such request for removal was not related to actions that were inconsistent with policies and procedures of CREC. If CREC chooses to discharge the driver, the Union may challenge the discharge through the grievance and arbitration procedure.

Although CREC does not initiate or instigate employee removal or customer complaints from any district serviced by the Employer, at times, concerns are brought to CREC's attention. In the event of a customer concern or complaint, the Employer shall investigate the matter, including giving the driver an opportunity to be heard. If after investigating the matter, the Employer deems it appropriate, additional training and support may be provided to the employee. The Local Union Business Agent shall be involved in all such discussions. Nothing in this paragraph shall diminish the Employer's right to discipline employees as described in Section 1 of this Article.

**Section 3: Union Notifications**

The Local Union office, the Steward, and the employee will be given a copy of all written disciplinary actions, including warning notices, promptly on their effective date, provided; such employee has not waived Union representation.

At the time of employment, CREC shall provide each driver with copies of: (a) CREC Rules, (b) CREC Handbook, and (c) a copy of the Labor Agreement.

**GRIEVANCE PROCEDURE**

**Purpose:** To secure at the lowest possible level solutions to grievances as defined below:

**Definitions**

a. "Grievance" shall mean a claim alleging a violation of a specific contract provision or provisions of this Agreement.
b. The term "grievant" shall mean: (1) an individual member, or (2) the group having the same grievance.

c. "Days" shall mean work days.

**Time Limits**

a. 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.

b. If the grievant does not file a grievance in writing within ten (10) days after he/she knew or should have known of the act or conditions which gave rise to the grievance, then the grievance shall be considered waived.

c. Grievances shall be in writing and shall state the nature of the grievance, including the contract provision which is alleged to be violated, and the relief sought. If the party with whom the grievance is filed is unable to ascertain the nature of the grievance, then he/she shall have the right to request that the grievant re-state the grievance.

d. 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 acceptance of the decision rendered at that level. Failure of any party to answer within the specified time limits, unless an extension has been agreed upon, shall be deemed a denial of the grievance so that the grievant may process such grievance to the next step.

e. Before using the formal grievance procedure the parties may attempt to resolve the dispute through an informal meeting at a mutually convenient time and place. Attempts to hold an informal meeting shall not waive the time limit lines specified in Section 2 unless mutually agreed to in writing by the parties.

**Representation**

a. The parties to the grievance may be represented on all levels by a designated union representative.

b. All grievances and decisions shall be rendered in writing.

c. The parties agree that grievance proceedings shall be kept as confidential as appropriate.
d. If necessary, the parties may call upon the professional services of an outside consultant or an expert at any stage of the grievance procedure.

**Formal Procedure**

**Level I**

Within ten (10) days after the employee knew or should have known of the event(s) giving rise to the grievance, the grievant shall present his/her complaint in writing to the Supervisor. The Supervisor shall, within ten (10) days after the grievance is filed, render his/her decisions and the reasons therefore in writing to the grievant with copies to the group.

**Level II**

If the grievant is not satisfied with the disposition of his/her grievance at Level I, he/she may within five (5) days after the decision has been rendered file the grievance with the Executive Director or his/her designee.

a. The Executive Director or his/her designee, shall within (10) days after receipt of the appeal, meet with the grievant, his/her representative, and any other appropriate witnesses for the purpose of resolving the grievance.

The Executive Director or his/her designee shall, within ten (10) days after such meeting, render a decision and the reasons therefore in writing to the grievant with a copy to the group.

**Level III- Arbitration**

If the Union is not satisfied with the disposition of the grievance at Level II, it may, within five (5) days after the decision is rendered submit the grievance to the Alternative Dispute Resolution Committee (ADRC). The arbitration shall be heard in accordance with ADRC rules and regulations. The arbitrator shall not have any power to add to, subtract from, vary, modify, or amend the terms of this agreement. Arbitration shall be final and binding, provided that the arbitrator shall not have the authority to deny CREC the exercise of any function, judgment and discretion granted to CREC by law, and, provided further, that neither party shall waive the right to appeal the arbitrator's decision in accordance with law. Costs for arbitration shall be borne equally by the parties.
SENIORITY

Section 1:

a: Seniority for employees governed by this Agreement shall be defined for the period of employment with the Employer in the work covered by this Agreement, and shall also be deemed to include any seniority held by an employee for such work held prior to the signing of this Agreement.

b: All new employees shall be hired for a trial period of sixty (60) calendar days, within which time the Employer may dismiss them without warning and without recourse to the grievance or arbitration provisions of this Agreement. An employee’s seniority date shall be determined by the first day said employee performs driving work as described under Article 1, Recognition, of this Agreement. In the event, two (2) or more employees perform said work on the same day; an approved lottery system will be used to determine their seniority order. After successfully completing the sixty (60) calendar day trial period, an employee shall be placed on the seniority list according to his/her seniority date.

c: Employees, in order of seniority, shall have preference:

1. In selection of starting times and assignments from the working schedule.

2. In filling of vacancies and job opportunities in the working schedule.

3. To work opportunity in the event of layoff for lack of work.

4. In recall to work after layoff.

Preference shall be given to regular employees older in service and in order of their seniority to the work available, provided that such employees are available at such time as the work is assigned and are qualified to perform the work required by the Employer.

Exception to Seniority:

Customer requests for specific drivers to perform extra work opportunities will be adhered to by CREC notwithstanding the seniority provisions outlined in this Article.

Section 2: Seniority shall be broken only by:
1. Discharge

2. Voluntary quit

3. Failure to respond to a notice of recall for regular work seven (7) consecutive days after receiving notice, or by mutual agreement.

4. Unauthorized failure to report for three (3) consecutive days when working and on seniority list.

5. Layoff for twelve (12) consecutive months.

**Section 3: Home-to-School Bidding & Vacancies:**

Vacancies in Home-to-School work shall be filled as provided in this Article.

**Section 4: Review of Routes:**

All routes and work assignments shall be subject to review and reassignment as provided in this Article. CREC will determine the number of bid periods and their frequency based upon its legitimate business needs and the desires of its contracting entities; provided, however, all work assignments will be bid no less than once a year, and all summer assignments shall be subject to bid. All posted runs shall have a description attached. Drivers shall have the ability to address safety concerns of all posted runs with CREC and the Union.

**Section 5: Notification of Intention to Return:**

An employee intending to return to work for CREC at the start of the fall school a year shall, on a form provided by CREC and made available to the employee prior to the last day of the school year, notify CREC no later than June 1st of his/her intention to return. Provision will be made on the form for an employee to elect to keep the same work assignment for the fall to which he/she was assigned at the close of the prior school year if such route still exists then. Routes so elected shall be assigned accordingly. An employee whose properly executed form is received by CREC on or before June 1st shall be considered a Qualified Returning Employee under this article. Any employee from whom CREC does not receive such a form by August 1st shall be considered an Unqualified Returning Employee under this Article and shall be allowed to participate in the fall route bidding only as provided in Section 8 and 9 of this Article.

**Section 6: Notification of Route/Work Assignment:**

CREC shall notify each Qualified Returning Employee who has not elected to maintain his prior work assignment of the date of the fall Route/Work
Assignment Day. Route/Work Assignment Day shall be held as soon as practicable after CREC and the School District have determined routes. In addition, all routes shall be posted for an annual bid on the first school day in November of each contract year.* All bid moves shall be completed no later than November 15 of each contract year. In addition, drivers may only bid on routes that will increase their normally scheduled daily hours by fifteen (15) minutes or more. Any route that becomes available after the annual or November bid shall be posted and awarded in seniority order.

* The November bid will not be conducted in the first year of the agreement (2021-22). The Union and CREC will meet prior to the beginning of school in the second and third year (2022-23 and 2023-24) of the Agreement to discuss whether the November bid will occur in the second and third year of the contract (2022-23 and 2023-24).

Section 7: Route Assignment & Bidding:

A Qualified Returning Employee who reports as instructed on Route/Work Assignment Day, and all new employees, shall be allowed to bid on available routes and work assignments in order of seniority; provided, however, that an employee must be fully qualified and licensed to perform all the work involved in the assignment for which he/she is bidding.

Section 8: Unqualified Returning Employee:

An Unqualified Returning Employee may report on Route/Work Selection Day but shall not be allowed to exercise seniority bid on route assignment until all qualified returning employees have been assigned routes. An unqualified returning employee must be fully qualified and licensed to perform all work involved in the assignment for which he/she is bidding. IF more than one (1) unqualified returning employee reports on Route/Work Selection Day their bidding order, relative to one another, shall be determined by seniority.

Section 9: Assignment of Remaining:

Any route or work assignment remaining unassigned following the application of the procedures provided in Section 7 and 8 of this Article may be assigned by CREC to any employee not yet assigned a route.

Section 10: Stand-by-Driver:

An employee who has not been assigned a fixed route or work assignment as provided in this Article shall be classified as a Stand-by-Driver. In addition, any driver assigned to only an AM or PM shift (rather than an AM and PM) shall be classified as a Stand-by-Driver. Stand-by-Drivers may be assigned non-revenue work when not on an assigned route at the discretion of management. However, such employee shall be paid his/her Home-to-School rate.
Section 11: Hold-Down Assignments:

An employee on an approved leave of absence for less than ninety (90) calendar days shall be allowed to resume his/her fixed route assignment upon his/her return and said route assignment shall be assigned to a Stand-by-Driver as a Hold-Down during his/her absence. An employee on an approved leave of absence for more than ninety (90) calendar days shall return as a Stand-by-Driver and his/her route assigned as provided in Section 9 of this Article.

Section 12: Mid-Year Route Openings:

In the event a route becomes available for any reason after the fall route assignments, said route shall be posted for bid among all qualified and appropriately licensed employees and shall be awarded by seniority; the route vacated by the successful bidder will be awarded in the same manner as described above. The route vacated by the second (2nd) successful bidder shall be assigned to the most senior, qualified and appropriately licensed standby/spare driver, provided, however, that no employee may bid off of his/her existing route more than one (1) time during a bid period. Routes that become available because of extended personal illness (for more than 10 calendar days) shall be filled in the same manner. In the event the most senior qualified standby-driver declines the work, it shall then be assigned to the next most senior qualified stand-by-driver. No driver shall lose his/her bid route because of a non-preventable work-related injury.

In addition, any permanent type work that is available at the beginning of the school year or becomes available during the school year shall be posted, bid on, and awarded to the most senior qualified employee.

Section 13: Seniority List

Within thirty (30) days after the signing of this Agreement, and at least quarterly thereafter, a list of employees, arranged in the order of their seniority, shall be posted in a conspicuous place at the place of employment and a copy furnished to the Union. Claims for corrections to such seniority list must be made to CREC and the Union within thirty (30) days after the allegedly inaccurate posting is initially made, after such time, the seniority list will be regarded as being correct.

Section 14: Kindergarten runs, Other Mid-Day work, Late Runs

At the beginning of the regular school year, all available kindergarten, other fixed mid-day runs, and late runs will be posted and bid in seniority order and awarded to the most senior qualified driver. Mid-day work shall be defined to mean any Home-to-School (H-T-S) work to be performed between driver’s AM and PM run, and such work does not conflict with the employee’s AM and PM run.
a: Bargaining unit employees will be allowed to select the posted kindergarten/other mid-day and late runs by seniority so long as the bidding employee is qualified to drive the equipment on such run.

b: Once these runs have been assigned and/or awarded they shall be considered part of an employee’s regular Home-to-School route and shall not be detached from such route unless they conflict with the employee’s am/pm route or unless by mutual consent of CREC and the affected employee. If an employee assigned both an AM/PM assignment and a kindergarten/other fixed mid-day or late run shall terminate their employment, the AM/PM work, and/or late run shall be posted separately for bid as individual work opportunities as provided for in Section 12 of this Article.

c: All other permanent work that should arise in the course of the school year (i.e. late runs, kindergarten) shall be posted for five (5) working days, bid, and awarded in seniority order. No driver shall be awarded more than one type/piece of other extra permanent driving work, other work (spare positions, K-run, late-runs, and all open runs, mail-run, lunch-run etc.), unless no other driver bids the available work.

**CATEGORIES AND ASSIGNMENT OF WORK**

**Section 1: Home-to-School Work**

Home-to-School work shall consist of picking up/dropping off student(s) at a prescribed location to and from any school in any school district in which CREC has signed revenue contract to provide said service. Home-to-School is the primary reason for CREC’s business and shall take precedence over all other work.

**Section 2: Extra Revenue Work**

Extra revenue work shall be defined to include field trips or other non-home to school transportation activity performed for any customer, including any school district. This work may include regularly scheduled or occasionally scheduled activities. This type of work shall be assigned daily on a rotating basis by seniority.

**Section 3: Extra Work**

Shall be defined as covering runs for Hartford drivers described as mid-days, late-runs and video runs that become available during the day for any reason.
This work shall be assigned daily, on a rotating basis by the extra work wheel with the following criteria:

a: Videos: Assigned by seniority on the extra work wheel

b: Mid-days: First call drivers with no mid-days, by seniority on the extra work wheel. If not filled, then call drivers with mid-days by seniority on the extra work wheel. Employees assigned to mail runs will not be allowed to sign up for mid-days.

c: Late Runs: Assigned by seniority on the extra work wheel

Section 4: Emergency Work

Shall be defined as unscheduled HTS work that arises unexpectedly at any time of the day. For Hartford drivers, it shall continue to be awarded to the first “cleared” driver by location who calls in for such work and the emergency work wheel.

Section 5: Non-Revenue Work

Shall be defined as work not directly billed to a customer. Examples include shuttling buses to be fixed or fueling and will be assigned daily, on a rotating basis by the extra work wheel.

Section 6: Other Work

Other permanent type work is defined as work performed at the Home-to-School rate i.e., (Mail Run, Lunch Run.), throughout the school year. This type shall be awarded to the driver who performed such work the previous school year. In the event the driver who is performing such work vacates such work, voluntarily or involuntarily, such work shall be posted and awarded in seniority order.

At the beginning of each school year, there shall be a sign-up sheet for alternates to perform work defined as Other Work (mail-run, lunch-run). These drivers shall perform said work in the absence of the regular driver. This work is not subject to any rotating wheel.

All qualified employees wishing to be considered for extra work assignment shall sign up on an Extra Work roster to be made available at his/her location, to be completed at the start-up meeting prior to each new school calendar year. CREC will maintain rotating work rosters for extra work opportunities (Mid-days, Late runs, Video runs). Employees who signed-up at the start-up meeting will be entered onto the roster by seniority. Others, including new employees, will be entered at the bottom of the appropriate roster when they sign up.
Once a driver accepts work on any wheel described in this section, and then late cancels and/or cannot perform said work for any reason, said driver shall then lose his/her turn on the appropriate wheel. Work canceled by management and/or school system, shall not cause driver to lose turn on affected wheel.

Any employee performing emergency work because of a call off, the driver accepting the emergency work will not lose his place on the scheduled extra work wheel.

Seniority and non-seniority employees who do not sign up for work in this manner can add their name to one or all of these lists at any time but the date they sign the list will be considered the date of their last trip.

**Section 7: Extra Revenue Work**

Extra work opportunities which interferes with Home-to-School runs is considered to be secondary work.

All extra work will be posted in an area accessible to all employees at least one week in advance. All employees are eligible to bid on any trips which may be of interest to them.

Extra work is distributed using the extra revenue work wheel with the following criteria:

- **a:** Seniority;
- **b:** Date last worked; and
- **c:** Base hours of work for each employee.

Extra work opportunities are awarded weekly so as to allow employees ample time to schedule their personal lives.

Employees, who have been awarded mid-day routes that consist of at least four (4) days, shall be excluded from any extra work wheel.

Next to the name of each eligible employee is a date indicating his/her last awarded trip.

The eligible employee with the oldest date will be awarded the first trip. If there are two (2) or more employees with the same date, the eligible employee with the greatest amount of seniority will be awarded the trip.

Upon request, completed bid board sheets will be made available to Union representatives.
Section 8: Missed Opportunity

If a driver is bypassed in the assignment of extra work, he/she shall be paid two (2) hours at the appropriate rate of pay and assigned the next equivalent trip.

Section 9: Work Qualifications

In order to qualify for a category of work under this Agreement, an employee must possess all required current licenses and certificates.

Section 10: Canceled Work

If CREC fails to attempt to notify a driver that an extra work opportunity has been canceled, whether it is the fault of CREC or the paying customer, and the driver consequently reports as scheduled, he/she shall be paid for two (2) hours at the appropriate rate of pay. Notification shall include email, telephone notification, voicemail or text.

Section 11: Work Records

Upon request, CREC will make available to the Business Agent or alternate assigned by the Union or to a Steward its relevant work records.

Section 12: Summer Work Bid

All employees will be required to bid summer work by seniority. Summer work will consist of, but shall not be limited to, summer school route, charters, and vehicle movement. During summer the employer will not challenge on the basis of unavailability for work the eligibility for unemployment benefits of employees who meet their obligation in numbers two and three below.

1) Summer work bid will be conducted as soon as is practicable, but prior to the end of the school year. The employer shall notify the employees of the dates and schedules.

2) Employees will have the option to bid a summer school route according to seniority.

3) In the event an insufficient number of employees bid the available summer school route(s), the remaining summer school route(s) and/or unbids regular routes will be assigned to the least senior employee(s) using reverse seniority order and will be notified by the employer.

PAYROLL
All paychecks will be distributed every other Friday. The paychecks distributed on Friday will cover all monies due the driver through Saturday of the preceding pay period. When the regular payday occurs on a contractually paid holiday or any day celebrated as such, the Employer shall pay the employees on the regular workday immediately preceding the holiday. All employees shall be properly notified in those weeks when time cards are to be submitted earlier than normal.

The Company shall not alter the information from GPS or information recorded thru the use of any other technology, as to diminish an employee’s compensable time, without the employee’s knowledge.

All timesheets shall be submitted to the timekeeper by the end of day on Friday of the first week. On the second week, timesheets are due to the timekeeper by the end of day on Wednesday and a copy of the timesheet will be left in each driver’s mailbox on Friday. Employees should submit timesheet adjustments to the timekeeper no later than the Monday after the second week by 10:00 AM. The timekeeper will leave a copy of adjusted timesheets in the employee’s mailbox.

Any payroll discrepancy of $50.00 or more will be corrected by 3:00 PM on Friday by check. If not paid by 3:00 PM on Friday, it shall be shipped on Tuesday by a designated overnight service that same day or as soon as possible. Payroll discrepancies of $49.00 or less will be corrected by the following Tuesday. This shall include all bonuses. The Employer agrees to offer all bargaining unit employees the option of Direct Deposit for bi-weekly paychecks.

**Nondiscrimination**

Neither CREC nor the Union shall discriminate against any individual with respect to hiring, compensation, terms or conditions of employment or Union membership because of such individual’s race, color, religion, sex, age, national origin, disability, or other characteristic protected by law. In the event that any provision of this Agreement interferes with compliance by CREC, the Union, or both, with legal obligations of equal employment opportunity, the parties will negotiate in good faith to reach a solution that satisfies such legal obligations.

**Hours of Work**

**Section 1 – Working Day**

A regular working day shall be a minimum two (2) hour AM callout and a two (2) hour PM callout: for a minimum four (4) hours for both AM and PM without exception. There shall be a one (1) hour minimum for any mid-day including early dismissal, and a one (1) hour minimum for late runs.
Snow Removal/Bus starting shall consist of a two (2) hour minimum provided that the two (2) hour minimum does not overlap with any other paid time.

Drivers must be available to perform any and all bargaining unit work to qualify for the above referenced guarantees.

CREC shall designate the approximate time of each driver assignment. This shall make up each employees regular schedule. CREC has the sole and exclusive right to designate starting and ending times for all covered employees. In the event the ending time of an employee’s run is thirty (30) minutes or less from the next scheduled trip or run, said driver shall be paid their regular Home-to-School rate for all said time. Drivers must be available to perform any and all bargaining unit work to qualify for the above-referenced guarantee. Time shall be computed from the time that the employee is ordered to report for work and until the employee is effectively released from duty.

When designating a start time, the Company will allow for proper pre-trip and post-trip inspections as required by state and federal law. Under no circumstance will the Company deny a driver the ability to perform a legally required proper pre-trip and/or post trip inspection. All employees covered by this Agreement shall be paid for all time spent in the service of the Employer which shall include but not limited to, time allotted to complete proper post trip inspection, complete all relevant paperwork, and walk back to office. The employer agrees to continue the practice of including thirty (30) minutes in the standard hours’ time each day for the purpose to have drivers complete these tasks/services. Written notification shall be provided to drivers when changes to starting and/or ending times are made by the Company. Copies of such changes shall be made available to the Union upon request. No driver shall suffer economic loss should the Company fail to provide the affected driver notice of such change.

Employees will be paid for all time spent cleaning, checking, inspecting, and sanitizing buses.

Drivers shall sign exception logs when necessary or required by the Company, for example when a driver works over their scheduled hours.

Rates of pay provided by this Agreement shall prevail

All work performed in excess of forty (40) hours per week which encompasses home-to-school runs and extra-curricular work for CREC shall constitute overtime. Overtime pay will be one and one-half times the employee’s Home-To-School hourly rate for the week the overtime was earned. Drivers shall submit signed time cards weekly, noting the cause for any time in excess of the normal allowance for a run. The Employer reserves the right to deny work assignments
to any employee when an assignment would result in that employee working in excess of forty-five (45) hours during a work week.

If CREC obtains work that will be performed by members of the bargaining unit from a customer who is located outside of the CREC region, CREC will notify the Union as soon as possible prior to assigning the work.

**Section 2 – School Cancellation**

In the event school is canceled due to inclement weather, one (1) hour shall be paid to an employee who reports to work as otherwise scheduled due to CREC’s failure to attempt to notify the employee of such cancellation at least one-half hour prior to his scheduled start time; provided however, that in order to be eligible to receive such pay, the employee must have an in-service telephone at his residence and his current telephone number shall be on file with CREC. For purposes of this Article, notification shall include telephone notification, voicemail, text or radio broadcast, provided that the call letters and frequency of the radio station shall be posted in the driver’s room or other appropriate, conspicuous place.

If CREC requires any employee to remain on site to be on standby in anticipation of an early dismissal or cancellation of school, all employees required to be on standby will be paid for all time involved with a minimum of one (1) hours’ pay.

In those instances where school programs are in half-day (early dismissal) schedules, CREC shall use its best efforts to have employees perform the greater portion of their normally scheduled routes.

Drivers shall be eligible for work or pay as scheduled, on days when school remains open for towns serviced by said driver.

**Section 3 – Paid For Time**

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Both parties agree that management has the sole and exclusive right to designate starting and ending times for all covered employees.

**INSURANCE**

CREC will, subject to insurance carrier regulations, offer the following insurance benefit to employees who are regularly scheduled to work thirty (30) hours or more per week.* CREC shall have the right to change health insurance carriers or plans, provided that the new plan and/or carrier provides an overall level of benefits which, when considered as a whole, is substantially comparable to the
plan in effect prior to the change. CREC will notify the union at least thirty (30) days prior to implementing a change in plan/carrier.

Eligible employees of this bargaining unit will be enrolled in the Teamsters Insurance Plan following sixty (60) days of employment, subject to paying the following percentage of premium rates:

2021-24: 20% Employee/80% CREC (for Individual, Individual +1 and Family)

The Union will commit to hold annual increases in the Teamsters Insurance Plan to no more than 7% for the life of the agreement.

Life Insurance: CREC will continue to provide access to life insurance to eligible employees of this bargaining unit in accordance with existing practice.

**LEAVE PROVISIONS**

**Section 1**

All seniority Employees returning to the program shall be awarded eight (8) days PTO at the beginning of each school year. After 7 years of service, employees shall be awarded 10 days PTO at the beginning of the school year. After 12 years of service, employees shall be awarded 12 days PTO at the beginning of the school year. An employee may elect to have unused PTO days paid out at the end of the year. PTO time may be used for any reason including on days that school is not in session during the regular school year. PTO days cannot be used during summer programs and months.

Any employee whose seniority date falls after the beginning of the school year, shall accrue PTO time at the rate of one (1) day per month to a maximum of eight (8).

**Section 2**

PTO time may be used for any reason, including but not limited to sick pay, snow days or any unpaid day when school is not in session.

**Section 3**

A medical certificate acceptable to CREC may be required for any absence of five (5) consecutive working days or more or in the event of frequent or habitual absences as determined by the Executive Director. If the driver is not enrolled in the health plan offered by CREC, CREC will schedule an appointment for the
driver to receive a medical certificate and cover the cost of the medical appointment.

**Section 4**

CREC shall allow eligible employees leaves of absence without pay as required by the federal Family and Medical Leave Act of 1993. Employees must first exhaust all paid leave benefits (i.e. vacation and sick leave) before becoming eligible to utilize unpaid leave. Such paid leave will be credited against the employee’s eligible leave under the Family and Medical Leave Act of 1993.

**Section 5**

Employees entering the military or naval service of the United States shall keep all seniority and reemployment rights and privileges provided by law.

**Section 6**

A non-probationary employee covered by this Agreement shall, upon request, be granted up to five (5) days off, per year from work with pay for work actually missed during such leave, based upon the driver’s straight time hourly rate and his/her current or average workday when such leave is needed to attend the funeral of his/her spouse, mother, father, brother, sister, son, daughter, grandparent or grandchild, mother-in-law or father-in-law, sister-in-law and brother-in-law.

**MISCELLANEOUS**

**Section 1: General Conditions**

Drivers submit signed time cards weekly, noting the cause for any time in excess of the normal allowance for a run. Drivers shall be notified each Monday for the work performed for the preceding week.

**Section 2: Work Rules**

The Employer retains the right to establish reasonable work rules and procedures, which must be distributed to employees in writing or posted in a conspicuous area. A copy of the work rules and any changes therein shall be sent to the Union.
Section 3: – Maintenance of Vans and Buses

Drivers shall be required at all times to keep the windows and interior of their buses and vans clean.

Section 4: Safe Vehicles

No driver shall be disciplined for refusing to drive an unsafe vehicle. If CREC’s position is that the vehicle is safe, the dispute as to whether the vehicle is unsafe shall be referred to the appropriate state agency for final determination, and the driver shall drive the vehicle during the interim period. If the vehicle has been determined safe by CREC’s fleet manager or designee the driver will be required to use such vehicle on his/her route. The fleet manager or designee shall document such approval via the DVIR.

The Employer shall prohibit any driver to operate any motor vehicle declared and marked “out of service” until all repairs required by the “out of service notice” have been satisfactorily completed. Buses that cannot generate sufficient heat to defrost the windshield will be deemed to be “out of service”. CREC is committed to resolve any potentially hazardous issue(s) as soon as feasible.

Section 5: Union Business

The Employer will grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to an employee designated by the Union to attend a labor convention or similar meeting on official union business, provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying the time off required, and the employee’s shifts can be covered by a spare driver. The Union agrees that requests for time off for union activities shall not disrupt the Employer's operations. Disruption of the Employer's operations shall be determined by CREC administration.

Section 6: Supplies and Materials

CREC shall be required furnish all necessary supplies for drivers to properly maintain Company vehicles, including but not limited to ice scrapers, brooms, paper towels liquid window cleaner and squeegees. Drivers shall be required to sign out all supplies requested. Availability of supplies will be reviewed monthly by the Manager and Job Steward. Supplies shall include any PPE which is mandated by the State or Federal government to be provided by CREC to drivers.

Section 7: Court Appearance

When an employee is required to appear in court for the purpose of testifying, not as a plaintiff or client or defendant, because of any employer-related accident he/she may have been involved in during working hours, such employee shall
be reimbursed, in full, by the Employer for all earning opportunity lost because of such appearance.

Section 8: Information Request

The Union reserves the right to inspect time cards, log books and/or other payroll records of the Employer for the purpose of determining whether or not the terms of this Agreement are being compiled with. The Employer will make such records available within seven (7) days of the union’s request.

Section 9: Health and Safety:

The parties hereto recognize the importance of safety provisions in all areas of work for the welfare of the employees and the protection of CREC’s property. CREC agrees to make reasonable provisions for safety in the work environment in accordance with Federal and State statutes or regulations.

The Company agrees to the State of Connecticut regulation of Workers Compensation Commission concerning the establishment and administration of Safety and Health Committees at work sites.

In the event of a national emergency, such as a pandemic, which may affect the working conditions of members of this bargaining unit, CREC shall meet with the Union to discuss and obtain input from the bargaining unit regarding CREC’s plan for addressing the safety of employees during the emergency.

Section 10: Children on the Routes:

Employees may request permission to bring children on their routes in accordance with current practice.

Section 11: Sanitary Conditions

The Employer agrees to provide and maintain more than one clean, sanitary, properly equipped washrooms with adequate toilet facilities to include both hot and cold running water and hand sanitizers. Restrooms shall be cleaned daily. (Note: Both parties agree that this provision is subject to change if the location of the facility is changed).

Section 12: Parking Lot /Yard safety

The Employer shall provide, and maintain throughout the school year, a safe work area in a timely manner which shall include proper lighting and yard maintenance to all areas involved in current operations covering bargaining unit employees.
Employees will be provided adequate parking for their personal vehicles.

Vans will be required to be parked in numerical order.

**Section 13: Jury Duty**

Any regular seniority employee who is called for jury duty shall be paid his/her regular rate of pay for all days the employee serves on the jury. The Employer agrees to pay such amount upon presentation of proof by the employee.

**Section 14: Workers’ Compensation**

All bargaining unit employees are covered by Workers’ Compensation for injuries that arise out of and in the course of employment. When such an injury occurs, it is imperative that the injured employee promptly contact the terminal manager to report necessary information convening the injury. If an employee is unable to complete his/her scheduled work because of a compensable work-related injury sustained that day, the Employer will pay the employee’s regular wages for that day’s full schedule. The Employer agrees to comply with all aspects regarding the State of Connecticut regulations concerning the establishment and administration of safety and health committees as work sites. All conditions of employment as described in this Agreement shall be maintained by employee upon his/her return to duty so long as the employee remains fully qualified to perform functions of employment in place prior to leave.

The Union will be notified of all workplace injuries within a reasonable timely manner.

**Section 15: Examinations**

All examinations, when required by CREC, whether it is federal, state or any other examination performed under CREC’s direction shall be paid for by CREC so long as the employee is examined by the physician or medical facility designated by CREC. Any employee may elect to have such examination performed by a licensed physician of his own choice provided, however, that in such case CREC shall be required to pay only that amount equal to its cost when the examination is performed by its designated physician.

Employees other than applicants shall be paid for time involved in travel and examination not to exceed three (3) hours at the straight time hourly Home-to-School rate.

**Section 16: Drug and Alcohol Policy**

CREC and the Union acknowledge that the nature of CREC’s school bus and van driving operations necessitates very special and overriding safety considerations. Accordingly, the parties will follow all laws concerning drug and alcohol
screening to ensure fitness of employees for duty as school van drivers. The Employer will pay for the actual time required for random drug and/or alcohol tests administered.

Section 17: Wages

4.00% Increase for Drivers effective and retroactive to 7/1/21; 7.00% Increase effective 7/1/22; 7.00% Increase effective 7/1/23:

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For years in which step movement has been negotiated and agreed upon by the parties, the employees of this bargaining unit will advance to the next step of the salary schedule effective July 1st. Each employee’s advancement to the next step shall be contingent upon such employee working at least ninety (90) days of the previous school year (not including summer school). There shall be no anniversary date wage increases. CREC has the sole right to determine appropriate step placement for new employees.

Non-Revenue (including seat repair, bus starting, snow crew, shuttle work, meetings, and CREC training) will be paid at the employee’s Home to School Rate.

Section 18: Retention Stipend

- CREC will provide the driver with a retention stipend based on the following formula (which is used by the State of Connecticut to determine unemployment compensation benefits):
  - CREC will look at the driver’s wages for the first four (4) quarters of the past five (5) completed quarters.
  - An average of the two (2 highest quarters will be determined.
  - A weekly rate shall be calculated based on 1/26th of the average of the two highest quarters.
  - No driver will be compensated more than the rate the employee would receive through unemployment compensation for the State of Connecticut. Drivers shall not receive additional funds if State unemployment is supplemented by federal funding for people who apply for unemployment compensation with the State.
Drivers will only be eligible for a retention stipend if they are laid off for four (4) or more consecutive days.

Drivers must be available and willing to work in order to be eligible for the retention stipend. Refusal to work or being unavailable to work will make the driver ineligible for the retention stipend.

Drivers using PTO day(s) are not eligible for the Retention Stipend. Drivers paid for any remaining PTO day(s) at the end of the school year are not eligible for the Retention Stipend on those days.

If an employee attempts to obtain or obtains unemployment compensation from the State for a layoff for which the employee received a retention stipend, such employee shall be subject to immediate termination of employment, with no recourse to the grievance procedure.

Section 19: Holidays

For 2021-22, all employees of this bargaining unit shall receive six (6) paid holidays per year (Thanksgiving, the day after Thanksgiving, Labor Day, Memorial Day, Martin Luther King Day and Good Friday).

For 2023-23, all employees of this bargaining unit shall receive seven (7) paid holidays per year (Thanksgiving, the day after Thanksgiving, Labor Day, Memorial Day, Martin Luther King Day, Good Friday and Columbus Day).

For 2023-24, all employees of this bargaining unit shall receive eight (8) paid holidays per year (Thanksgiving, the day after Thanksgiving, Labor Day, Memorial Day, Martin Luther King Day, Good Friday, President’s Day and Columbus Day).

In order to receive holiday pay, employees must work all scheduled hours the work day before and the work day after the holiday. CREC may make exceptions to this provision for exigent circumstances.

Any employee required to perform work on any holiday, as determined by the school calendar, will be paid at the rate of time and one half (1 ½) for the hours worked.

Each paid Holiday shall be based on one-fifth of the employee’s normal scheduled workweek.

Section 20: Savings Clause

Any part of this Agreement that conflicts with applicable federal, state or municipal laws or regulations shall be considered void, however, such a finding shall not invalidate any other contract provisions. Nothing contained in this
agreement is intended to violate any federal or state laws, rules or regulations made pursuant thereto. This is the exclusive agreement between these parties with all prior Agreements becoming void on the effective date of this Agreement.

Section 21: Bulletin Board

CREC agrees to provide suitable space for a secure, Union bulletin board for posting of official notices relating to Union business. Notices shall first be submitted to CREC; however, notices pertaining to Union matters received from Local 671 IBT after being submitted to CREC will be posted.

Section 22: Park Out Vehicles

Employees who are afforded park-out status as approved by CREC must meet these conditions or such status will be revoked: bring the bus back to the yard immediately if there is any defect in the bus; bring the bus back to the yard for scheduled maintenance; bring the bus back to the yard so it can be used by a spare or substitute driver if the regular driver will be absent for any reason; bring the bus back to the yard whenever requested to do so.

Section 26: Credit Union

During the term of this Agreement, the Employer will continue its existing program of payroll savings by employees to credit union accounts, and will add the New England Teamsters Federal Credit Union to the program as an option for employees.

Section 27: 403(b) Plan

During the term of this Agreement, the Employer will continue to provide access to the 403(b) Plan for eligible employees of this bargaining unit in accordance with the existing practice at the time of this Agreement.

28: Longevity Bonus

After 7 years of Service, employee shall receive a one-time $ 500.00 bonus.

After 12 years of Service, employee shall receive a one-time $ 750.00.

After 16 years of Service, employee shall receive a one-time $ 1000.00.

Payable by separate check the last full week before the Christmas Break.

To be eligible, Drivers seniority rate must fall between the first day of the school year and the last day before the first day of the following school year.

29: Driver Appreciation Day
CREC shall have a Driver Appreciation Day at the end of each school year, with input from the union.

**30: Training**

CREC will provide training to all drivers who are regularly assigned to provide special education transportation.

**DURATION**

This Agreement shall be effective upon signing and shall remain in effect through June 30, 2024. This Agreement shall be renewed automatically from one year to the next thereafter unless either party notifies the other in writing not more than one hundred and eighty (180) days or less than one hundred and twenty (120) days prior to the termination date that such party desires to modify this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this Day of January, 2022

Capital Region Education Council

Greg J. Florio, Ed.D.
Executive Director

Teamsters Local 671

Anthony Lepore
Secretary-Treasurer
Principal Officer

29
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IN WITNESS WHEREOF, the parties hereto have set their hands this 23rd Day of January, 2022

Capital Region Education Council

Greg J. Florio, Ed.D.
Executive Director

Teamsters Local 671

Anthony Lepore
Secretary-Treasurer
Principal Officer

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