

**COLLECTIVE  
BARGAINING AGREEMENT**

Between

**TEAMSTERS LOCAL 671**

And

**CREC**

**Capitol Region Education Council**

**July 1, 2017**

To

**June 30, 2020**



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**ARTICLE 1**  
**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 Van Drivers of CREC.

The Employer shall not demean the Union as an organization or its representatives as individuals. The Employer will inform all managerial Van Drivers 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 Van Drivers in a positive manner and shall not denigrate CREC, its managers, supervisors or representatives.

**ARTICLE 2**  
**RECOGNITION**

The Employer recognizes and acknowledges that Teamsters Local 671 is the exclusive representative for all bargaining unit Van Drivers, more specifically all full time and regular part time van employers employed by the Employer as referenced by Connecticut State CREC of Labor Relations Case No. ME- 30,817 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 Van Driver 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 Van Drivers to perform work presently performed by managerial Van Drivers 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 Van Drivers without first posting and awarding such positions as outlined in this Agreement, based on 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.

### **ARTICLE 3** **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 Van Drivers covered by this Agreement. This provision does not, however, restrict such Van Drivers from performing charter work or other services for Employer outside the geographical jurisdiction of Local 671.

### **ARTICLE 4** **MANAGEMENT VAN DRIVER RELATIONS**

The parties agree that working relationships among Van Drivers 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) Van Drivers should perform their duties in a manner that best serves the Employer's interest.

- (3) Neither the Employer nor any Van Driver should engage in conduct that constitutes abusive harassment, intimidation or coercion.
- (4) Van Drivers 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) Van Drivers shall treat the Employer and each other with dignity and respect, and the Employer shall treat all Van Drivers with dignity and respect.
- (6) The Union and CREC will meet 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 Van Drivers.

## **ARTICLE 5** **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 Van Drivers 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 Van Drivers; discipline Van Drivers; suspend or discharge Van Drivers ; 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 Van Drivers 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 Van Drivers from other CREC facilities, supervisory and/or temporary Van Drivers 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.

## **ARTICLE 6** **UNION SECURITY**

**Section 1 - Union Membership.** All present Van Drivers who are members of the Local Union on the effective date of this agreement shall remain members of this local union as a condition of employment. Union membership for purposes of this agreement is required only to the extent that the Van Drivers must pay either: (1) the union's initiated fees and periodic dues; or (2) service fees which in the case of a regular service fee payer shall be equal to the Union's initiation fee and periodic dues, and in the case of an objecting service fee payer shall be the proportion of the initiation fees and dues corresponding to the portion of the Union's total expenditures that support representational activities.

It shall also be a condition of employment that all Van Drivers covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30<sup>th</sup>) day following the beginning of such employment, become and remain members in good standing of the Union. It is agreed upon that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union shall be conditioned upon those persons becoming members of the Union not later than the thirtieth (30<sup>th</sup>) day following the effective date of this Agreement.

An Van Driver who has failed to acquire, or thereafter maintain membership in the Union as herein provided, shall be terminated seventy-two (72) hours after the Employer has received written notice from an authorized representative of the local Union, certifying that membership has been, and is continuing to be, offered to such Van Driver on the same basis as all other members and, further, that the Van Driver has had notice and opportunity to make all dues or initiation fee payments, and demanding that the Employer terminate such Van Driver.

**Section 2 - Check-off.** The Employer agrees to deduct from the wages of its Van Drivers 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 Van Driver 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.

**Section 3 - D.R.I.V.E. Check-Off.** The Employer agrees to deduct from the wages of any Van Driver 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 Van Driver. The deduction shall continue for the life of this Agreement and any renewals or extensions thereof for each Van Driver who signs the check-off authorization, unless the Van Driver revokes the authorization in writing. The Employer agrees that the amounts so deducted shall be remitted monthly to the appropriate DRIVE Chapter.

**Section 4 - 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 a Van Driver, or group of Van Drivers, because of action taken by the Employer in order to comply with the provisions of this Article.



**ARTICLE 7**  
**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 Van Drivers 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 Van Driver may be assigned extra work to fill the time he or she would have been driving such scheduled run.

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. The Union reserves the right to remove the Shop Steward or alternate at any time for the good of the Union. Shop Stewards or Van Drivers 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 CREC. The Union shall post notices of business matters affecting the Union on the Union designated bulletin CREC. It is understood that such notices will not be placed anywhere else in the facility.

## **ARTICLE 8** **PROTECTION OF RIGHTS**

Section 1 - It is agreed that during the term of the Agreement, 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 Van Drivers by CREC. In the event of any unauthorized strike, slowdown or work stoppage, the Union will use its best efforts to persuade the Van Drivers to return to work.

Section 2 - Picket Lines. It shall not be a violation of this Agreement for Van Drivers covered hereunder to refuse to cross a picket line if that picket line is recognized by the Teamsters Local Union.

Section 3 – Arbitration. The parties have agreed to avoid any work stoppage by submitting to Arbitration.

## **ARTICLE 9** **DISCHARGE OR SUSPENSION**

Section 1 - The Employer shall not discharge or suspend any Van Driver without just cause. In any case of discharge or suspension, CREC shall promptly notify the Van Driver 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 a Van Driver 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 Van Driver from service at the written request of an authorized Van Driver at a 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 Van Driver, CREC will meet with the Union to discuss the Van Driver’s employment status. The Union will be given a copy of the school district’s written request. If CREC chooses to discharge the Van Driver, the Union may challenge the discharge through the grievance and arbitration procedure. CREC will investigate all complaints made by a customer. As part of that investigation, CREC will meet with the Van Driver to allow him or her a chance to be heard. 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 Van Driver to whom such a 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. The Van Driver shall be reassigned and paid for any removal requests related to his or her Home To School route only. Although CREC does not initiate or instigate Van Driver 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 Van 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 Van Driver. The Local Union Business Agent shall be involved in all such discussions. Nothing in this paragraph shall diminish the Employer's right to discipline Van Drivers as described in Section 1 of this Article.

**Section 3 - Union Notification.** The Local Union office, the Steward, and the Van Driver will be given a copy of all written disciplinary actions, including warning notices, promptly on their effective date, provided, such Van Driver has not waived Union representation.

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

## **ARTICLE 10** **GRIEVANCE PROCEDURE**

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

1. **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.

## 2. 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 or 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 or 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 two (2) unless mutually agreed to in writing by the parties.

## 3. 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.

#### 4. Formal Procedure

##### Level I

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

##### Level II

- a. If the grievant is not satisfied with the disposition of his or her grievance at Level I, he or she may within five (5) days after the decision has been rendered file the grievance with the Executive Director or his or her designee.
- b. The Executive Director or his or her designee, shall within (10) days after receipt of the appeal, meet with the grievant, his or her representative, and any other appropriate witnesses for the purpose of resolving the grievance.
- c. The Executive Director or his or 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

- a. 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 the CREC of Education the exercise of any function, judgment and discretion granted to the CREC of Education by law, and, provide further, that neither party shall waive the right to appeal the arbitrator's decision in accordance with the law. In any such appeal or in any claim to challenge the arbitrability of the matter in dispute, the question of arbitrability shall be an issue of law for the court to determine. Costs for arbitration shall be borne equally by the parties.

## **ARTICLE 11** **SENIORITY**

### **Section 1**

(a) Seniority for Van Drivers 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 Van Driver for such work held prior to the signing of this Agreement.

(b) All new Van Drivers 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 Van Driver's seniority date shall be determined by the first day said Van Driver performs driving work as described under Article 1, Recognition, of this Agreement. In the event, two (2) or more Van Drivers 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 Van Driver shall be placed on the seniority list according to his or her seniority date.

(c) Van Drivers, 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 opportunities in the event of layoff for lack of work.
- (4) In recall to work after layoff.

Preference shall be given to regular Van Drivers older in service and in order of their seniority to the work available, provided that such Van Drivers 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 Van 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.



### Section 5 – Notification of Intention to Return:

An Van Driver intending to return to work for CREC at the start of the fall school year shall, on a form provided by CREC and made available to the Van Driver prior to the last day of the school year, notify CREC no later than June 1<sup>st</sup> of his or her intention to return. Provision will be made on the form for an Van Driver to elect to keep the same work assignment for the fall to which he or 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 Van Driver whose properly executed form is received by CREC on or before June 1<sup>st</sup> shall be considered a Qualified Returning Van Driver under this article. Any Van Driver from whom CREC does not receive such a form by August 1<sup>st</sup> shall be considered an Unqualified Returning Van Driver under this Article and shall be allowed to participate in the fall route bidding only as provided in Section eight (8) and nine (9) of this Article.

### Section 6 – Notification of Route/Work Assignment:

CREC shall notify each Qualified Returning Van Driver who has not elected to maintain his or her 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, routes (excluding mid-days) 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, employers 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.

### Section 7 – Route Assignment & Bidding:

A Qualified Returning Van Driver who reports as instructed on Route/Work Assignment Day, and all new Van Drivers, shall be allowed to bid on available routes and work assignments in order of seniority;

provided, however, that an Van Driver must be fully qualified and licensed to perform all the work involved in the assignment for which he or she is bidding.

#### Section 8 – Unqualified Returning Van Driver:

An Unqualified Returning Van Driver may report on Route/Work Selection Day but shall not be allowed to exercise seniority bid on route assignment until all qualified returning Van Drivers have been assigned routes. An unqualified returning Van Driver must be fully qualified and licensed to perform all work involved in the assignment for which he or she is bidding. If more than one (1) unqualified returning Van Driver 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 seven (7) and eight (8) of this Article may be assigned by CREC to any Van Driver not yet assigned a route.

#### Section 10 – Stand by Van Driver:

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

#### Section 11 – Hold-Down Assignments:

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

ninety (90) calendar days shall return as a Stand-by-Van Driver and his or 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 Van Drivers 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 (2<sup>nd</sup>) successful bidder shall be assigned to the most senior, qualified and appropriately licensed standby/spare Van Driver, provided, however, that no Van Driver may bid off of his or her existing route more than one (1) time during a bid period. Routes that become available because of extended personal illness (for more than ten (10) calendar days) shall be filled in the same manner. In the event the most senior qualified stand-by-Van Driver declines the work, it shall then be assigned to the next most senior qualified stand-by-Van Driver. No Van Driver shall lose his or 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 Van Driver.

### Section 13 – Seniority List

Within thirty (30) days after the signing of this Agreement, and at least quarterly thereafter, a list of Van Drivers, 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 Van Driver. Mid-day work shall be defined to mean any Home To School (H-T-S) work to be performed between Van Driver's A.M. and P.M. run, and such work does not conflict with the Van Driver's A.M. and P.M. run.

- (a) Bargaining unit Van Drivers will be allowed to select the posted kindergarten/other mid-day and late runs by seniority so long as the bidding Van Driver 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 Van Driver's regular Home-To-School route and shall not be detached from such route unless they conflict with the Van Driver's am/pm route or unless by mutual consent of CREC and the affected Van Driver. If an Van Driver who is 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 Van Driver shall be awarded more than one type/piece of Other Extra Permanent Driving Work (spare positions, K-Run, Late Runs, and all open runs etc.), unless no other Van Driver bids the available work.

## **ARTICLE 12** **CATEGORIES AND ASSIGNMENT OF WORK**

### Section 1 – Home-to-School Work

Home-to-School Work shall consist of picking up/dropping off students at a prescribed location to and from any school in any school

district in which CREC has signed a 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 by seniority.

## Section 3 – Extra Work

Shall be defined as covering runs described as mid-days, late-runs and video runs that become available during the day for any reason:

- (a) Videos: assigned by seniority.
- (b) Mid-days: first call employers with no mid-days, by seniority, if not filled, then call employers with mid-days by seniority. Van Drivers assigned to mail runs will not be allowed to sign up for mid-days however, they will be allowed to cover them.
- (c) Late-runs: assigned by seniority.

## Section 4 Emergency Work

Shall be defined as unscheduled HTS work that arises unexpectedly at any time of the day. This work shall be awarded to the first "cleared" Van Driver by location who calls in for such work.

## Section 5 – 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 Van Driver who performed such

work the previous school year. In the event the Van 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 employers shall perform said work in the absence of the regular Van Driver. This work is not subject to any rotating wheel.

All qualified Van Drivers wishing to be considered for extra work assignment shall sign up on an Extra Work roster to be made available at his or 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). Van Drivers who signed-up at the start-up meeting will be entered onto the roster by seniority. Others, including new Van Drivers, will be entered at the bottom of the appropriate roster when they sign up.

Once a Van Driver accepts work on any wheel described in this section, and then later cancels and/or cannot perform said work for any reason, said Van Driver shall then lose his or her turn on the appropriate wheel. Work canceled by management and or school system, shall not cause Van Driver to lose turn on affected wheel.

Any Van Driver performing emergency work (because of a call off), will not lose his or her place on the scheduled extra work wheel.

Seniority and non-seniority Van Drivers 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 6 – Extra Work Assignments

Extra work opportunities which interfere with Home To School runs is considered to be secondary work.

All extra work will be posted in an area accessible to all Van Drivers at least one (1) week in advance. All Van Drivers are eligible to bid on any trips which may be of interest to them.

Extra work is distributed using the following criteria:

- a. Seniority;
- b. Date last worked; and
- c. Base hours of work for each Van Driver.

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

Next to the name of each eligible Van Driver is a date indicating his or her last awarded trip.

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

Upon request, completed bid CREC sheets will be made available to Union representatives.

#### Section 7 – Missed Opportunity

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

#### Section 8 – Work Qualifications

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

#### Section 9 – Canceled Work

If CREC fails to attempt to notify a Van Driver that an extra work opportunity has been canceled, whether it is the fault of CREC or the paying customer, and the Van Driver consequently reports as scheduled, he or she shall be paid for one (1) hour at the appropriate rate of pay.

### Section 10 – 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 11 – Summer Work Bid

All Van Drivers 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 the summer, the Employer will not challenge on the basis of unavailability for work, the eligibility for unemployment benefits of Van Drivers who meet their obligation in numbers two (2) and three (3) 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 Van Drivers of the dates and schedules.

2. Van Drivers will have the option to bid a summer school route according to seniority.

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

## **ARTICLE 13** **PAYROLL**

All paychecks will be distributed every other Friday. The paychecks distributed on Friday will cover all monies due the Van 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 Van Drivers on the regular workday immediately preceding the holiday. All Van Drivers shall be properly notified in those weeks when time cards are to be submitted earlier than normal.



The Employer shall not alter the information from GPS or information recorded thru the use of any other technology, as to diminish an Van Driver's compensable time, without the Van Driver'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 Van Driver's mailbox on Friday. Van Drivers should submit timesheet adjustments to the timekeeper no later than the Monday after the second week by 10:00aM. The timekeeper will leave a copy of adjusted timesheets in the Van Driver's mailbox.

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

#### **ARTICLE 14** **NON-DISCRIMINATION**

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.

**ARTICLE 15**  
**HOURS OF WORK**

Section 1 – Working Day

A regular working day shall be a minimum two (2) hour a.m. callout and a two hour (2) hour p.m. callout: for a minimum four (4) hours for both a.m. and p.m., 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.

Employers 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 Van Driver assignment. This shall make up each Van Driver's regular schedule. CREC has the sole and exclusive right to designate starting and ending times for all covered Van Drivers. In the event the ending time of an Van Driver's run is thirty (30) minutes or less from the next scheduled trip or run, said Van Driver shall be paid their regular Home-To-School rate for all said time. Time shall be computed from the time that the Van Driver is ordered to report for work and until the Van Driver is effectively released from duty.

When designating a start time, the Employer will allow for proper pre-trip and post-trip inspections as required by state and federal law. Under no circumstance will the Employer deny an Van Driver the ability to perform a legally required proper pre-trip and/or post trip inspection. All Van Drivers covered by this Agreement shall be paid for all time spent in the service of the Employer which shall include but not be limited to, time allotted to complete proper post trip inspection, complete all relevant paperwork and walk back to the office. The employer agrees to continue the practice of including forty (40) minutes in the standard hours' time each day for the purpose to have employers complete these tasks/services. Written notification shall be provided to employers when changes to starting and or ending times are made by

the Employer. Copies of such changes shall be made available to the Union upon request. No Van Driver shall suffer economic loss should the Employer fail to provide the affected Van Driver notice of such change.

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

Employers shall sign exception logs when necessary or required by the Employer for example, when a Van 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 Van Driver's Home-To-School hourly rate for the week the overtime was earned. Van 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 Van Driver when an assignment would result in that Van Driver working in excess of forty-five (45) hours during a work week.

## Section 2 – School Cancellation

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

If the Employer requires any Van Driver to remain on site to be on standby in anticipation of an early dismissal or cancellation of school, all Van Drivers 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 Van Drivers perform the greater portion of their normally scheduled routes.

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

### Section 3 – Paid For Time

All Van Drivers 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 Van Drivers.

## **ARTICLE 16** **INSURANCE**

CREC will, subject to insurance carrier regulations, offer the following insurance benefit to Van Drivers 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 Van Drivers of this bargaining unit will be enrolled in the Teamsters Insurance Plan following sixty (60) days of employment, subject to paying the following premium rates:

Years	Individual	Individual +1	Family
2017-2018	20%	20%	20%
2018 – 2019	20%	20%	20%
2019-2020	20%	20%	20%

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 Van Drivers of this bargaining unit in accordance with existing practice.

## **ARTICLE 17** **LEAVE PROVISIONS**

### **Section 1**

All seniority Van Drivers returning to the program shall be awarded eight (8) days Paid Time Off (PTO) at the beginning of each school year. An Van Driver 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 Van Driver 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) days.

Attendance Bonus: Attendance Bonus shall be paid at the rate of \$100.00/month, in the event a Van Driver comes to work every day (regardless of how many school days are in said month), attends the monthly safety meeting and has no preventable accidents or injuries for that month. The month of June shall be paid on a pro-rated basis. Employers shall be permitted to miss two (2) shifts or one (1) full day per semester and retain their attendance bonus. A semester shall be defined to mean September-December, and January-June.

### **Section 2**

PTO time may be used for any reason at the Van Driver's discretion, including but not limited to sick pay, snow days or any unpaid day when school is not in session. PTO days will ONLY be charged to an Van Driver upon request by the Van Driver to use such day.

### 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.

### Section 4

CREC shall allow eligible Van Drivers leaves of absence without pay as required by the federal Family and Medical Leave Act of 1993. Van Drivers 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 Van Driver's eligible leave under the Family and Medical Leave Act of 1993.

### Section 5

Van Drivers 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 Van Driver covered by this Agreement shall, upon request, be granted up to five (5) days off from work with pay for work actually missed during such leave, based upon the Van Driver's straight time, hourly rate and his or her current or average workday when such leave is needed to attend the funeral of his or 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.

**ARTICLE 18**  
**MISCELLANEOUS**

**Section 1 - General Conditions**

Van Drivers shall submit signed time cards weekly, noting the cause for any time in excess of the normal allowance for a run. Van 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 Van Drivers 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**

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

**Section 4 – Safe Vehicles**

No Van 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 Van Driver shall drive the vehicle during the interim period. If the van has been determined safe by CREC's fleet manager or designee, the Van Driver will be required to use such van on his or her route. The fleet manager shall document such approval via the DVIR.

The Employer shall prohibit any Van 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. Vans 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 is 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 Van Driver 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 Van Driver’s shifts can be covered by a spare Van 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 furnish all necessary supplies for employers to properly maintain Company vehicles, including but not limited to ice scrapers, brooms, paper towels, liquid window cleaner and squeegees. Van Drivers shall be required to sign out all supplies requested. Availability of supplies will be reviewed monthly by the Contract Manager and Job Steward.

#### Section 7 – Court Appearance

When an Van Driver 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 or she may have been involved in during working hours, such Van Driver 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 Van Drivers 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 Employer agrees to the State of Connecticut regulation of Workers' Compensation Commission concerning the establishment and administration of Safety and Health Committees at work sites.

### Section 10 - Children on the Routes

Van Drivers 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 clean, sanitary properly equipped separate washroom(s) with adequate toilet facilities to include both hot and cold running water and hand sanitizers. Restrooms shall be cleaned daily.

### Section 12 - Parking Lot /Yard safety

The Employer shall make best efforts to provide 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 Van Drivers.

Van Drivers will be provided adequate parking for their personal vehicles.

### Section 13 - Jury Duty

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

### Section 14 - Workers' Compensation

All bargaining unit Van Drivers 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 Van Driver promptly contact the terminal manager to report necessary information concerning the injury. If an Van Driver is unable to complete his or her scheduled work because of a compensable work-related injury sustained that day, the Employer will pay the Van Driver'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 the Van Driver upon his or her return to duty so long as the Van Driver remains fully qualified to perform functions of employment in place prior to leave.

The Union will be notified of all workplace injuries.

### 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 Van Driver is examined by the physician or medical facility designated by CREC. Any Van Driver may elect to have such examination performed by a licensed physician of his or her 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.

Van Drivers other than applicants shall be paid for time involved in travel and examination not to exceed two (2) 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 Van Drivers for duty as school van employers. The Employer will pay for the actual time required for random drug and/or alcohol tests administered.

## Section 17 - Wages

Step	July 1, 2017	July 1, 2018	July 1, 2019
1	15.46	15.77	16.09
2	15.92	16.24	16.57
3	16.20	16.52	16.85
4	17.04	17.39	17.73
5	18.27	18.63	19.01

Two percent (2%) annual increase. Wages are retroactive to July 1, 2017.

For years in which step movement has been negotiated and agreed upon by the parties, the Van Drivers of this bargaining unit will advance to the next step of the salary schedule effective July 1st. Each Van Driver's advancement to the next step shall be contingent upon such Van Driver 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 Van Drivers.

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

## Section 18 – Retention Stipend

Van Driver will apply for unemployment compensation through the State of Connecticut. If the claim is denied, the Van Driver will bring a written copy of the denial letter issued by the State of Connecticut, to their supervisor.

CREC will provide the Van Driver with a retention stipend based on the following formula (which is used by the State of Connecticut to determine unemployment compensation benefits):

- a) CREC will look at the Van Driver's wages for the first four (4) quarters of the past five (5) completed quarters.
- b) An average of the two (2) highest quarters will be determined.
- c) A weekly average will be determined for those two (2) quarters.
- d) The Van Driver will be compensated 50% of the weekly average.
- e) No Van Driver will be compensated more than \$616 in a week.
- f) Van Drivers will only be eligible for a retention stipend if they are laid off for four (4) or more consecutive days.
- g) The retention stipend will be submitted for payment in the payroll cycle immediately following CREC receiving their denial notice.
- h) Van 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 Van Driver ineligible for the retention stipend.
- i) Van Drivers using PTO day(s) are not eligible for the retention stipend.
- j) Van 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.

### Section 19 - Holidays

All Van Drivers of this bargaining unit shall receive five (5) paid holidays per year (Thanksgiving, the day after Thanksgiving, Christmas, New Year's Day and Martin Luther King Day).

In order to receive holiday pay, Van Drivers 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 Van Driver 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 Van Driver'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 space for a 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

Van Drivers 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 Van Driver if the regular Van Driver will be absent for any reason; bring the bus back to the yard whenever requested to do so.

### Section 23 - Credit Union

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

### Section 24 - 403(b) Plan

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

### Section 25 – Longevity Bonus

- After seven (7) years of service, Van Drivers shall receive a one-time bonus of \$500.00.
- After twelve (12) years of service, Van Drivers shall receive a one-time bonus of \$750.00
- After sixteen (16) years of service, Van Drivers shall receive a one-time bonus of \$1,000.00

Bonuses are payable by separate check the last full week before the Christmas break. To be eligible, Van Driver's seniority date must fall between the first day of the school year and the last day before the first day of the following school year.

**ARTICLE 19**  
**DURATION**

This Agreement shall be effective upon signing and shall remain in effect through June 30, 2020. 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.

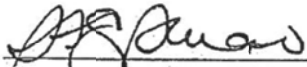
IN WITNESS WHEREOF, the parties hereto have set their hands this

16<sup>th</sup>

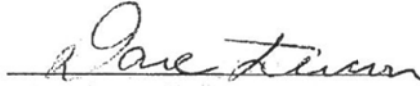
Day of November, 2017.

Capital Region Education Council

Teamsters Local 671



Sandra A. Cruz-Serrano  
Deputy Executive Director



David Lucas  
Secretary-Treasurer