

**AGREEMENT BETWEEN GENERAL TEAMSTERS  
LOCAL NO. 493  
and  
MONTVILLE BOARD OF EDUCATION**



**September 1, 2013- August 31, 2017**

## INDEX

<u>ARTICLE#</u>	<u>NAME</u>	<u>PAGE</u>
	PREAMBLE	1
I	UNION RECOGNITION	1
II	MANAGEMENT RIGHTS	2
III	UNION MEMBERSHIP AND DUES	2
IV	STEWARDS	3
V	GRIEVANCE PROCEDURE	3
VI	DISCHARGE AND DISCIPLINE	5
VII	SENIORITY	5
VIII	TRANSFERS AND ANNUAL BIDS	6
IX	HOLIDAYS	7
X	VACATIONS	7
XI	HOURS OF WORK AND OVERTIME	8
XII	SALARY SCHEDULE	10
XIII	ACCESS TO PREMISES	12
XIV	BULLETIN BOARDS	12
XV	INSURANCE	13
XVI	NO STRIKE - NO LOCKOUT	14
XVII	MISCELLANEOUS PROVISIONS	15
XVIII	SICK LEAVE	16
XIX	PERSONAL DAYS	18
XX	BEREAVEMENT DAYS	18
XXI	JURY LEAVE	19
XXII	PENSION	19
XXIII	LEAVES WITHOUT PAY	19
XXIV	PERSONAL INJURY BENEFITS	19
XXV	TERMS OF AGREEMENT	20

## PREAMBLE

This agreement made and entered into as of September 1, 2013, by and between the Montville Board of Education, hereinafter referred to as the Employer, and Teamster Local Union 493 affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

Whereas, it is the purpose of this Agreement to establish and maintain harmonious relations, to secure a prompt and peaceful disposition of a grievance within the provisions of the Agreement, to eliminate interference with efficient operation of the school system in the Town of Montville, and to promote the welfare of the Employer and the Union, and the employees of the Board of Education.

Now, therefore, in consideration of the mutual promises and obligations herein assumed and contained, the Employer agrees that all conditions of employment relating to rates of pay, wages, hours of work, and other working conditions shall be maintained at not less than the highest maximum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement.

In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

## ARTICLE I UNION RECOGNITION

Section 1. Pursuant to the certification by the Connecticut State Labor Relations Board, dated May 24, 1996, the Employer recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining with the Employer in respect to rates of pay, wages, hours of employment, and other conditions of employment for full time: school bus drivers, mini-vehicle drivers, cover drivers, mechanics, and part time employees (less than 20 hours per week regularly), excluding all other classifications and supervisory personnel.

Section 2. The terms and provisions of this Agreement shall be binding upon the Employer and the Union and each employee in the bargaining unit described therein.

Section 3. It is agreed that no employee shall be discriminated against by the Employer because of his membership in the Union. The Employer and the Union agree there shall be no discrimination against employees because of race, creed, color, or national origin, nor discrimination in the payment of wages on the basis of sex.

Section 4. The employer reserves the right, in its sole discretion, to subcontract all bargaining unit work provided the subcontractor assumes the collective bargaining agreement for its duration and offers employment to all bargaining unit members in their then current position.

ARTICLE II  
MANAGEMENT RIGHTS

There are no provisions in this agreement that shall deem to limit or curtail the Employer in any way in the exercise of the rights, powers and authority which the Employer had prior to the effective date of this contract unless and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers, and authority. The Union recognizes that the Employer's rights, powers, and authority include but are not limited to, the right to manage its operation, direct, select, decrease, and increase the work force, including hiring, promotion, demotion, transfer, layoff, suspension, discharge for just cause; the right to make all plans and decisions on all matters involving its operations, the extent to which the facilities of any department thereof shall be operated, additions thereto, replacements, curtailments or transfers thereof, removal of equipment, outside purchases of products or services, the scheduling of operations, means and processes of operations, the materials to be used, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees, to prescribe reasonable rules to that effect; to establish and change standards and quality standards, determine the qualifications of employees; and to run the Department efficiently. Nothing herein contained shall abridge any of the terms of this Agreement. These rights will not be exercised in an arbitrary or capricious manner.

ARTICLE III  
UNION MEMBERSHIP AND DUES

Section 1. As a condition of employment, each employee shall be either a member of the Union in good standing, or in lieu thereof, an agency fee payer. Union members shall pay to the Union initiation fees and monthly union dues in the amount uniformly required of its members. Agency fee payers shall pay a monthly agency fee to the Union in the amount uniformly required of agency fee payers, which amount shall be certified by the Union. The obligation to pay union dues or agency fees under this provision commences on the thirty-first (31<sup>st</sup>) day following the employee's date of hire.

Section 2. The Employer shall deduct initiation fees and regular monthly union dues or regular monthly agency fees, whichever are applicable, from the wages of all bargaining unit employees covered by this Agreement for whom a written authorization form is received. If insufficient wages are payable to him/her in such week, the Employer shall have no further responsibility to make the deduction for such week.

Section 3. The Employer shall remit to the Secretary-Treasurer of the Union once each month the deductions made in such months, together with a list of the employees from whom such deductions have been made and the amounts deducted. The Union agrees to refund promptly to the Employer any initiation fees or dues found to have been erroneously or improperly deducted.

Section 4. Any employee who fails to become a member of the Union or an agency fee payer or maintains his/her Union membership or agency fee status in good standing shall be discharged by Montville Board of Education upon written notice from the Union.

Section 5. The Union shall agree to indemnify and save the Employer harmless from and against any and all claims, demands, suits, or other form of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with any provisions of this Article.

Section 6. Effective September 1, 1996, and continuing, thereafter in accordance with the terms of an individual and voluntary written authorization for check off of membership dues in form permitted by the provisions of Section 302 of the Labor Management Relations Act of 1947, as amended, the Employer agrees to deduct biweekly from the wages of such employee covered by this Agreement who signs such authorization card as the regular periodic monthly dues (to be deducted from the wages biweekly) and biweekly with respect to the amount established as administrative dues. During the summer break (July and August), only full-time mechanics shall be required to pay dues. All monies collected for the regular monthly dues and administrative dues by the employees shall be held in trust by the Employer until paid to the Local Union. All dues deducted shall be paid monthly by the 10th day of the month following the month in which they are deducted.

#### ARTICLE IV STEWARDS

Section 1. The Employer recognizes the right of the Union to appoint a Steward for the purpose of representing employees in the adjustment of grievances in accordance with the Grievance Procedure (Article V) of this Agreement.

Section 2. The Union shall have the right to remove the Steward and appoint a new Steward in his/her place at any time. The Union will give the Employer written notice of such changes within five (5) working days after they occur.

Section 3. The Union shall give the Employer written notice of the name of the Steward upon signing this agreement.

Section 4. The authority of the Steward shall be limited to and not exceed the handling of grievances as provided in Section 1, above, except that the Steward shall have the authority to transmit to the proper representative of the Employer, written messages and information which originate with and are authorized by the Union.

Section 5. The Steward may receive and handle grievances and shall spend no more time than is necessary in handling grievances so as not to interfere with the normal operation and procedure of business. A Steward shall be paid by the Employer at his/her regular hourly rate for time reasonably spent during regular working hours in the adjustment of grievances under the Grievance Procedure.

#### ARTICLE V GRIEVANCE PROCEDURE

##### Section 1 - Definitions.

1.1 A "grievance" is hereby defined to be any controversy, complaint, misunderstanding, or dispute concerning the interpretation or application of any provision of this agreement.

1.2 "Aggrieved employee" shall mean the person or persons making the claim, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.

1.3 "Days" unless specifically identified otherwise shall mean workdays.

Section 2 - Purpose.

2.1 The purpose of this procedure is to secure a solution to problems which may arise concerning the interpretation of any provisions of this agreement at the lowest level possible.

Section 3 - Time Limits.

3.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.

3.2 If an employee or Union does not file a grievance in writing within fifteen (15) days after he/she/it knew, or should have known of the act or condition on which the grievance is based, then the grievance shall be considered to have been waived.

3.3 Failure by the employee or Union at any step to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at the step.

3.4 Failure by the immediate supervisor or the Superintendent of Schools to respond to a grievance within the specified time limits shall result in an automatic appeal to the next level. Failure of the Board of Education to respond to a grievance within the specified time limits shall automatically allow the association to appeal to step four - arbitration.

Section 4 - Procedures. Grievances shall be handled in the following manner:

Step 1. The aggrieved employee(s) accompanied by a Steward shall meet with the employee(s) immediate supervisor, Director of Transportation, or any other designated Board employee.

Step 2. If the grievance is not settled satisfactorily at the first step, the aggrieved employee(s) must present the grievance in writing to the Steward, Superintendent of Schools, and the Union within three (3) working days after the first meeting. The Superintendent of Schools shall meet with the Union Representative, Steward, and aggrieved employee(s) within five (5) working days of such request.

Step 3. In the event the grievance is not resolved to the employee(s)' satisfaction at Step 2, he/she may within ten (10) working days present the grievance in writing to the Chair of the Board of Education. The Chair of the Board of Education shall call a special meeting within ten (10) days of the receipt of the written grievance. The Board of Education shall render a written decision within five (5) days of this meeting.

Step 4. If no settlement is effected at Step 3, only the Employer or the Union may process the grievance to arbitration by submitting it to the American Arbitration Association. The Employer and Union agree to adhere and follow the rules promulgated by the American Arbitration Association in proceeding with the arbitration. Cost of arbitration shall be equally borne by the Employer and the Union. The Employer and Union agree that the grievance may be submitted to arbitration before the following arbitrators: (1) Al Murphy; (2) Susan Halperin; or (3) Larry Foy. The arbitrators will serve on a rotating basis. The decision of the arbitrator(s) shall be final and binding. No decision of the arbitrator(s) shall add to, subtract from, or otherwise amend or modify the collective bargaining agreement between the parties.

Section 5. If the Employer fails to render a decision within the time limits specified in the grievance procedure, the Union may proceed to the next step of the grievance procedure.

## ARTICLE VI DISCHARGE AND DISCIPLINE

Section 1. The Employer shall not remove, dismiss, discharge, or suspend any employee in the bargaining unit, except for just cause. Where disciplinary action is taken, the employee(s) involved shall have the right to appeal through the grievance procedure.

Section 2. The Employer shall send copies of notices of such disciplinary action to the Official Representative of the Union.

Section 3. If any disciplinary action is initiated by the Employer against any employee on the basis of a charge or complaint arising outside the education system, such charge or complaint shall be put in writing and signed by the complainant.

Section 4. Disciplinary actions concerning Drug and Alcohol issues will be handled in accordance with the rules and regulations of the Montville Board of Education Transportation Drug & Alcohol Policy.

Section 5. Written warnings, other than for just cause, will not be used for disciplinary purposes after a period of twelve (12) months if the employee has no other warnings concerning a like problem or involves a motor vehicle infraction.

Section 6. Any bargaining unit member that is absent without notice or authorization for three (3) consecutive days shall be terminated.

## ARTICLE VII SENIORITY

Section 1. The Employer shall furnish to the Union and post on the Union bulletin board an up-to-date seniority list for the bargaining unit by September 1 of each year, together with the classification and rates of pay of each employee on such list. As of September 1, 2002, there shall be two separate seniority rights lists – one list for full-time employees and part-time employees hired as of July 1, 2002, and a second list for part-time employees hired after July 1, 2002.

Section 2. Seniority for employees in the bargaining unit shall be defined as the total length of continuous service as full time employees since the employee's most recent date of hire. Part-time employees' seniority shall be prorated at one-half (1/2) continuous service.

Section 3. An employee shall lose their seniority only if:

- A. He/she voluntarily terminates their employment.
- B. He/she is discharged for just cause.
- C. He/she fails to return to work upon expiration of a leave of absence.
- D. He/she is absent from work without being authorized and without notice for three (3) consecutive days.
- E. He/she is laid off for longer than twelve (12) consecutive months.

Section 4. In the event of a reduction in the work force, the employee(s) with the least seniority shall be laid off first. Rehire shall be in reverse order of lay-off for a period of one (1) year, beginning with the day of lay-off. An employee who refuses recall shall lose all future recall rights.

Section 5. Any vacancy created by retirement, discharge, or voluntary termination will be filled within sixty days.

## ARTICLE VIII TRANSFERS AND ANNUAL BIDS

1.1 Mini-Vehicle runs, Kindergarten runs, and Late runs are to be bid on annually, by seniority, within their classification. School bus runs will be bid on whenever there is a significant restructuring of runs. If a driver fails to report for the Kindergarten run or Late run for a period of ten times, said driver forfeits the position for that school year. The position will be re-posted for the remainder of the school year. Drivers will be selected based on seniority and considering their normal run schedule.

1.2 All bargaining unit vacancies created through resignations, permanent transfers, and new positions shall be posted for a period of three (3) working days prior to any action being taken by the Transportation Coordinator to fill such vacancy or new position, with the exception of the beginning of the school year, which will be filled at the drivers' start-up meeting. Drivers shall bid on vacant or new positions within their classification first. If the position is still open, the remaining drivers shall then have an opportunity to bid. If the position is not filled from within the bargaining unit, the Employer may then hire from outside the bargaining unit. If a vacancy occurs after February 1, said vacancy will be filled for the remainder of the school year in a manner best determined by management. Said vacancy will be posted for the following school year.

1.3 Summer runs will be bid on annually and awarded based on the overall seniority of all drivers. Pay for summer work will be paid based on actual hours worked with a minimum of one hour pay whenever a driver is covering a run. The driver will be paid in accordance to the pay scale for the vehicle used to complete the work.

ARTICLE IX  
HOLIDAYS

Section 1. The following holidays are officially observed by the Board of Education for full time employees, for the purpose of this agreement:

Labor Day	Martin Luther King Day
Columbus Day	Presidents' Day (two (2) days per school calendar)
Veterans Day	Good Friday
Thanksgiving Day	Memorial Day
Christmas Day	

Employees will be paid for his/her holiday based on their normal work schedule, up to eight (8) hours.

In addition to the above holidays, all twelve month full time mechanics will receive:

New Year's Day	Independence Day
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Additional days may be granted at the discretion of the Superintendent.

Section 2. All work performed on the above annual holidays will be paid for at the employee's normal workday pay, in addition to holiday pay.

Section 3. When a holiday is observed while an employee is absent on authorized sick leave, no charge against his/her accrued sick leave will be made for that day.

Section 4. All holidays will be observed according to the adopted school calendar.

Section 5. In order for an employee to be paid for the holiday, the employee must work the work day prior to and following the holiday unless the employee is on an extended medical leave or absent due to an emergency.

ARTICLE X  
VACATIONS

Section 1. Twelve month, full time Mechanics in the bargaining unit covered by this agreement shall be entitled to annual paid vacation as follows:

12 months of service	1 week
2 years of service	2 weeks
5 years of service	3 weeks
10 years of service	4 weeks
20 years of service	4 weeks + 1 day

In the event that an employee needs to carry over paid vacation time from one year to the next year, one week may be carried over with prior approval of the Superintendent. The carried over vacation time must be used in that year and, under no circumstances will more than a week paid vacation be carried over.

Section 2. Seniority, as defined in Section 1 of Article VIII, shall govern in choosing vacations, and mechanics in the bargaining unit may take their vacation in accordance with schedules established by the Superintendent of Schools throughout the fiscal year. Mechanics must provide one-week notice to the Superintendent before taking vacation time as a condition of receiving paid vacation time. The Superintendent of Schools may, however, limit the number of employees on vacation at any time because of operating requirements of the department.

Section 3. Mechanics who resign in good standing or retire shall be granted vacation that has accrued prior to the effective date and during the same year of such action. A mechanic shall give the Superintendent of Schools notice of such resignation at least fifteen (15) calendar days in advance of its effective date.

Section 4. Upon the death of a mechanic, payment for vacation time accrued to the date of such death shall be paid to such person or persons as are entitled by law to receive said compensation due the mechanic.

Section 5. Vacation pay shall be computed on the basis of eight (8) hours per day and five (5) days per week at the mechanic's regular rate.

Section 6. Vacations shall not be granted two weeks prior to the opening of school nor during student days established by the Board's school calendar unless approved by the Superintendent or his designee. After a Mechanic has earned two weeks of vacation, he/she will be required to use one week during the Winter Vacation or the Spring Vacation. If this applies, a Mechanic must put in his/her request for either the Winter or Spring vacation by September 1, and the vacation period will be awarded on a seniority basis. If the request is made after September 1, it will be awarded on a first come, first serve basis.

## ARTICLE XI HOURS OF WORK AND OVERTIME

For the purposes of this article, each employee shall be assigned a job and hour classification. The job and hour classifications are as follows:

### A. HEAD MECHANIC/MECHANIC

- 1.1 The regular paid hours of work for mechanics shall be eight (8) per day. The normal work week shall be Monday through Friday, inclusive, except as modified by the Board of Education or its designee. A one week notification concerning a change in a work schedule will be given to an employee.
- 1.2 Any time worked over eight (8) hours per day or forty (40) hours per week shall be paid at the overtime rate of time and one half.
- 1.3 No pyramiding or duplicating of overtime.

B. BUS DRIVER

- 1.1 In the event that school is canceled and a driver reports to work because he/she was not informed of the school cancellation, such employee shall be paid for a minimum of one (1.0) hour at the employee's regular straight time hourly rate.
- 1.2 Any time worked over forty (40) hours per week shall be paid at the overtime rate of time and one half.
- 1.3 No pyramiding or duplicating of overtime.
- 1.4 Trips will be awarded according to the Trip Policy. Any changes to the Trip Policy will be discussed with the Union and will be subject to the grievance procedures.

C. MINI-VEHICLE DRIVER

- 1.1 In the event that school is canceled and a driver reports to work because he/she was not informed of the school cancellation, such employee shall be paid for a minimum of one (1.0) hour at the employee's regular straight time hourly rate.
- 1.2 Any time worked over forty (40) hours per week shall be paid at the overtime rate of time and one half.
- 1.3 No pyramiding or duplicating of overtime.
- 1.4 Trips will be awarded according to the Trip Policy. Any changes to the Trip Policy will be discussed with the Union and will be subject to the grievance procedures.

D. COVER DRIVER

- 1.1 In the event that school is canceled and a driver reports to work because he or she was not informed of the school cancellation, such employee shall be paid for a minimum of one (1.0) hour at the employee's regular straight time hourly rate.
- 1.2 Any time worked over forty (40) hours per week shall be paid at the overtime rate of time and one half.
- 1.3 No pyramiding or duplicating of overtime.
- 1.4 Trips will be awarded according to the Trip Policy. Any changes to the Trip Policy will be discussed with the Union and will be subject to the grievance procedure.
- 1.5 Cover drivers shall be considered full-time and shall assist in both the bus driver and mini-vehicle positions.

E. PART-TIME DRIVERS (less than 20 hours per week for regular run)

- 1.1 In the event that school is canceled and a driver reports to work because he/she was not informed of the school cancellation, such employee shall be paid for a minimum of one (1.0) hour at the employee's regular straight time hourly rate.

- 1.2 Any time worked over forty (40) hours per week will be paid at the overtime rate of time and one half.
- 1.3 No pyramiding or duplicating of overtime.
- 1.4 Trips will be awarded according to the Trip Policy. Any changes in the Trip Policy will be discussed with the Union and will be subject to the grievance procedure.
- 1.5 Any part-time driver hired after September 1, 2002, will be a cover driver only and will not be allowed to bid on a senior class trip.

ARTICLE XII  
SALARY SCHEDULE

Trips will be calculated on actual time worked. If notification is not given on a canceled trip, a driver will be guaranteed one hour pay or time consumed, whichever is greater. Effective on the first day of the Montville school calendar for each year of this agreement, each employee (bus driver, mini-vehicle driver, mechanics, part-time employees) of the Montville Board of Education covered by this agreement shall receive as wages:

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
<u>Bus Driver</u>				
AM or PM run	\$46.83	\$47.46	\$48.09	N/A
Kdg/Late run	\$23.25	\$23.56	\$23.87	N/A
Hourly rate	\$18.72	\$18.97	\$19.22	\$19.63

\*Drivers will be paid for any mandatory training, drug testing or retraining approved by supervisor at his or her hourly rate.

PROGRESSIVE SCALE FOR NEW EMPLOYEES HIRED AFTER 9/1/96

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
A. First step of employment				
AM or PM run	\$34.31	\$34.77	\$35.23	N/A
Kdg/Late run	\$15.89	\$16.10	\$16.32	N/A
Hourly rate	\$13.72	\$13.91	\$14.09	\$14.39
B. Second Step of employment				
AM or PM run	\$37.99	\$38.49	\$39.00	N/A
Kdg/Late run	\$18.09	\$18.33	\$18.58	N/A
Hourly rate	\$15.21	\$15.42	\$15.62	\$15.92
C. Third step of employment				
AM or PM run	\$41.64	\$42.20	\$42.76	N/A
Kdg/Late run	\$20.33	\$20.60	\$20.88	N/A
Hourly rate	\$16.65	\$16.87	\$17.10	\$17.46
D. Fourth step of employment				
AM or PM run	\$45.30	\$45.91	\$46.52	N/A
Kdg/Late run	\$22.49	\$22.79	\$23.09	N/A
Hourly rate	\$18.11	\$18.35	\$18.60	\$18.99

After an employee completes his/her fourth step year of employment he/she will be compensated at going rate.

Employees are to record actual hours worked on their time card; however, they will be compensated for the negotiated run rates.

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
<u>Mini-vehicle Driver</u>				
Hourly rate	\$16.87	\$17.10	\$17.33	\$17.68

*To include the following:* Regular Run, Kindergarten Run, Late Run, Mandatory Safety Training, Drug Testing, and Special Trips

Layovers and stand-bys up to one (1) hour shall be paid and included as part of drivers regular hours; including time gaps due to student absences.

PROGRESSIVE SCALE FOR NEW EMPLOYEES HIRED AFTER 9/1/96

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
Hourly Rates:				
A. First step of employment	\$11.88	\$12.04	\$12.20	\$12.45
B. Second step of employment	\$13.35	\$13.53	\$13.71	\$13.99
C. Third step of employment	\$14.80	\$15.00	\$15.19	\$15.50
D. Fourth step of employment	\$16.27	\$16.48	\$16.70	\$17.04

After an employee completes his/her fourth step of employment he/she will be compensated at the going rate.

Mini-vehicle drivers awarded the wheel chair runs shall be paid an additional \$273.00 per school year, payable in June, for the duration of the contract. Substitute drivers covering these runs will not receive additional compensation.

Employees are to record actual hours worked on their time card; however, they will be compensated for the negotiated run rates.

Head Mechanic/Mechanics

*To include the following:* Regular mechanic duties, Driving, Mandatory Safety Training, and Drug Testing

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
Hourly Rates:				
Head Mechanic	\$24.25	\$24.58	\$24.90	\$25.40
Mechanic	\$22.75	\$23.06	\$23.36	\$23.83

PROGRESSIVE SCALE FOR NEW EMPLOYEES HIRED AFTER 9/1/96

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
Hourly Rates:				
A. First step of employment				
Head Mechanic	\$19.27	\$19.52	\$19.78	\$20.18
Mechanic	\$17.74	\$17.97	\$18.21	\$18.58
B. Second step of employment				
Head Mechanic	\$20.72	\$20.99	\$21.27	\$21.70
Mechanic	\$19.21	\$19.46	\$19.72	\$20.12
C. Third step of employment				
Head Mechanic	\$22.19	\$22.48	\$22.78	\$23.24
Mechanic	\$20.68	\$20.95	\$21.23	\$21.66
D. Fourth step of employment				
Head Mechanic	\$23.64	\$23.96	\$24.28	\$24.77
Mechanic	\$22.14	\$22.44	\$22.74	\$23.20

After an employee completes his/her fourth step of employment he/she will be compensated at going rate.

The Employer, at its sole discretion, has the right to hire any new employee at any level in the progressive scales set forth above.

ARTICLE XIII  
ACCESS TO PREMISES

A duly authorized officer or Union Representative may secure permission to enter the Employer's premises for the purpose of adjusting disputes, investigating working conditions, and determining whether or not the terms of this Agreement are being adhered to. The Union Representative shall request such a visit from the Superintendent of Schools or his designee, and he/she shall in no way interfere with the normal operation and procedure of business.

ARTICLE XIV  
BULLETIN BOARDS

The employer shall provide bulletin board space for the posting of only Union business. A central bulletin board will be utilized for the posting of all management communications.

ARTICLE XV  
INSURANCE

Section 1: The Employer shall make available for eligible employees and their eligible dependents, the Tri-State Health Services & Insurance, Teamster Plus Plan with no employee co-pay, effective October 1, 2005.

- (a) During the school year, which is defined as the day the academic year commences running through the final day of classes, the Employer agrees to pay to the Health Services and Insurance Plan forty (40) hours per week at the rates set forth below for all bargaining unit employees.
- (b) Commencing on the day after classes end, and continuing until the day before the next academic year begins, the Employer agrees to make hourly contributions to the Health Services and Insurance Plan for each hour or portion thereof, computed to the nearest quarter hour, worked by or paid to any member of the bargaining unit.
- (c) Contribution rates:
  - Effective during the period September 1, 2013 to August 31, 2014, the rates for contributions shall be \$9.25 per hour.
  - Effective during the period September 1, 2014 to August 31, 2015, the rates for contributions shall be \$9.75 per hour.
  - Effective during the period September 1, 2015 to August 31, 2016, the rates for contributions shall be \$9.95 per hour.
  - Effective during the period September 1, 2016 to August 31, 2017, the rates for contributions shall be \$9.95 per hour.
- (d) Said hourly contributions to the Health Services and Insurance Plan must be made for each hour paid to each and every employee performing work within the scope of and/or covered by this collective bargaining agreement whether such employee is a regular, probationary, temporary, or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement.
- (e) All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Health Services and Insurance Fund.
- (f) Group Life Insurance coverage of \$40,000 of benefit coverage per employee.

- (g) If any health plan in the Tri State is offered a plan that differentiates employees based on the number of dependents (single, married, single with children or family), Montville Board of Education will be given the option to go to the new plan as long as the benefits to the employees remain the same. This will be the only section of the contract that will be reopened.

Section 2. Employee Assistance Program: The Montville Board of Education may provide professional assessment, counseling, and referral services for employees experiencing personal problems through special arrangements with the Program manager. This service is extended to all members of the employee's immediate family. Further treatment beyond the basic coverage will be at the employee's expense or may be covered by other insurance benefits.

Section 3. The Employer shall have the right to change insurance carriers and/or to self-insure in whole or in part in order to provide the insurance coverage set forth above, provided that there shall be no reduction or diminution in those coverages and no increase in expense to any employees, and provided further that coverage which results from change in carriers and or self insurance are at least equal or better than the coverage described above in terms of coverage, benefits and administration.

Section 4. The Union Steward shall be notified in writing and a concurrent copy sent to the Union, within thirty (30) days of any need to change carriers and/or to self-insure and shall have a reasonable opportunity to review the proposed changes. Should the Union and the Employer disagree that the changes proposed will provide substantially equal coverage, the disagreement(s) shall be subject to impartial arbitration. Such arbitration shall be expedited under the rules of the American Arbitration Association for expedited arbitration, and no change shall be made until the arbitrator has rendered his/her award. The status quo shall be maintained during the above procedure.

## ARTICLE XVI NO STRIKE-NO LOCKOUT

Section 1. The Employer agrees that during the term of this Agreement there shall be no lockouts and the Union agrees that its officers, representative, or members will not directly or indirectly authorize, sanction, promote, or participate in any strike, sympathy strike, slowdown, or other concerted interference with the Employer's operation.

Section 2. Participation in any of the foregoing prohibited acts by any employee or employees shall be cause for immediate discharge. Such discharge shall not be subject to the grievance and arbitration procedure, except that a dispute as to whether a discharged employee participated in any such acts may be submitted by the Union to such grievances and arbitration procedures.

ARTICLE XVII  
MISCELLANEOUS PROVISIONS

Section 1. Any employee required to use his/her own car for transportation for approved school business, approved by the Superintendent, shall be reimbursed at the Employer's allowable rate.

Section 2. A sign-up sheet for summer work will be posted. Work will be awarded on the basis of seniority, within drivers' classification. If an insufficient number of employees sign up for summer work after the sign-up sheet has been posted for seven (7) calendar days, the Employer will send a letter to all members of the collective bargaining unit informing them of the need for summer work drivers. If, within five (5) days, the letters do not result in the signing-up of sufficient drivers, the Employer will choose the least senior person within the particular classification to fill the vacant summer work positions.

Section 3. The Employer agrees to continue to make every effort to provide safe and healthful conditions of work for its employees. The employees are responsible for adhering to safety rules, regulations, and reasonable procedures as prescribed by the Employer and/or any other applicable regulatory agency.

Section 4. Uniforms may be provided to all mechanics at the expense of the Employer. The mechanics must wear these uniforms while working. So long as the mechanics are wearing uniforms, the Employer will reimburse mechanics one hundred and thirty-five dollars (\$135.00) per school year towards one (1) pair of safety boots purchased for work upon the presentation of a receipt to the Employer.

Section 5. The Employer will replace any personal tool damaged by a mechanic utilized in the normal course of his/her employment.

Section 6. Mechanics may be asked to drive runs for emergency and temporary purposes only. They will not be asked to drive handicapped or kindergarten runs unless an emergency exists.

Section 7. All vehicles shall be returned to the bus garage between runs.

Section 8. Part-time mini-vehicle drivers will receive assignments only after full time drivers have a forty (40) hour weekly schedule, unless the new assignment is at a time when there is no full time driver available.

Section 9. Any new employee shall be subject to a probationary period until he/she has obtained a CDL license and remained in good standing thereafter for ninety (90) calendar days.

Section 10. All transportation staff hired on or after September 1, 2005 shall receive pay via direct deposit to an authorized bank or credit union of their choice. Direct deposit shall remain optional for other transportation staff.

Section 11. If an employee is on leave at the beginning of the school year, he/she will not be allowed to participate in the run bidding process until he/she is able to return to work. Additionally, any driver who is on leave for six months will lose his/her assigned run and will become a cover driver upon his/her return to work.

Any employee who has not been able to report to work for a period of one year will be terminated. The employee may reapply for employment once they are able to, and the Employer would, at that time, assess the situation to determine if there are any jobs available which he/she is qualified for.

#### ARTICLE XVIII SICK LEAVE

Section 1. Any full time employee shall earn sick leave at the rate of one day (1) day per month. Sick days earned after August 31, 2009 accumulate during the school year and will not be carried over to the next school year.

Employees will retain their accumulated sick days as of September 1, 2009 and may use these days for sick pay purposes only, unless they qualify under Section 5 below. Once the accumulated sick days are used, they may not be replenished.

Section 2. Sick time will be paid in accordance with an employee's normal work day. The normal day for a bus driver includes his/her regularly scheduled AM and PM runs. Employees will be paid for his/her sick day based on their normal work schedule, up to eight (8) hours.

Section 3. Each employee's accumulated sick days will appear on his/her pay stub.

Section 4. If an employee retires under the provisions of the Town Pension or any amendments or substitutions thereto, such employee shall be paid a sum of money equivalent to one-half (½) the number of days of sick leave accumulated by such employee under the authority of this article.

Section 5. Accumulated sick days for employees will be frozen on August 31, 1998. Thereafter, sick leave days will not be accumulated for the purposes of retirement benefits. "Frozen" means that the number of accumulated days is fixed and may not increase for purposes of retirement pay-out after August 31, 1998. However, a qualified employee may use those days for sick pay purposes and replenish them for retirement pay-out purposes to the extent possible up to the "frozen" number before retiring. When an employee retires, he/she will be paid a sum of money for this "frozen" sick time pursuant to Section 4 above. If an employee dies before retirement, the spouse will be paid that sum of money for the "frozen" sick time.

Section 6. Employees hired after August 31, 1995 will not accumulate sick days for purposes of retirement benefits.

Section 7. A medical certificate acceptable to the Transportation Coordinator from a duly licensed physician may be required after the fifth (5th) sick leave occurrence and each subsequent sick leave occurrence each calendar year. Any sick leave occurrence verified by a medical certificate shall not count as a sick leave occurrence. (Any number of consecutive sick days shall be one occurrence.)

Section 8. For prolonged illness or injury exceeding five (5) consecutive work days, a medical certificate from a licensed physician may be required from any employee for every one (1) week consecutive period the employee is absent from work, except that one medical certificate may be acceptable to the Transportation Coordinator if it states that the employee will be unable to work for a specified period of time. In addition, the employee shall be required to provide the Transportation Coordinator with a medical certificate prior to returning to work indicating that, in the opinion of his/her physician, the employee is able to return to work and perform all duties associated with his/her position.

Section 9. The failure of the Transportation Coordinator to request a medical certificate pursuant to the Sections of this Article shall not constitute a waiver by the Transportation Coordinator of this provision. The actions of the Employer under this Section shall be subject to the Grievance Procedure.

Section 10. Any full time employee, excluding mechanics, who has perfect attendance (excluding vacations, holidays, jury duty, and immediate family funeral leave) for the first forty-six (46) days of the school year as determined by the school calendar, shall receive a \$200.00 stipend. Any full time employee, excluding mechanics, who has perfect attendance (excluding vacations, holidays, jury duty, and immediate family funeral leave) for the second forty-six (46) days of the school year as determined by the school calendar, shall receive a \$200.00 stipend. Any full time employee, excluding mechanics, who has perfect attendance (excluding vacations, holidays, jury duty, and immediate family funeral leave) for the third forty-five (45) days of the school year as determined by the school calendar, shall receive a \$200.00 stipend. Any full time employee, excluding mechanics, who has perfect attendance (excluding vacations, holidays, jury duty, and immediate family funeral leave) for the fourth forty-five (45) days of the school year as determined by the school calendar, shall receive a \$200.00 stipend.

Any full time employee, excluding mechanics, who has perfect attendance (excluding vacations, holidays, jury duty, and immediate family funeral leave) for the entire school year shall receive an additional \$300.00 stipend.

Immediate family for this section is defined as grandparents, mother, father, spouse, child and siblings of the employee.

ARTICLE XIX  
PERSONAL DAYS

Section 1. Any full time employee shall be allowed three (3) days of leave, non-cumulative with no pay deductions for any one of the following reasons:

- A. Illness in the immediate family
- B. Religious requirements
- C. Legal requirements
- D. College graduation exercises (self, spouse, son, daughter) or college visitation for the child of the employee (2 days maximum)

Section 2. Immediate family consists of spouse, father, mother, grandparents, grandchildren, brother, sister, father-in-law, mother-in-law, son, daughter, spouse's son or daughter, son-in-law, daughter-in-law, brother-in-law, and/or sister-in-law.

Section 3. Upon request, the Superintendent is authorized to grant additional days leave for any reason he believes is meritorious.

Section 4. Application for leave in the above provisions shall be made to the Director of Transportation or designee at least twenty-four (24) hours before taking such leave except in cases of emergencies.

Section 5. Leaves taken pursuant to the above provisions shall be in addition to any sick leave to which the employee is entitled. Such personal leave shall not be cumulative nor be used to extend vacations or holidays except in cases of emergencies.

ARTICLE XX  
BEREAVEMENT DAYS

Section 1. Any full time employee shall be allowed four (4) days of leave, non-cumulative with no pay deductions for bereavement purposes.

Section 2. Immediate family consists of spouse, father, mother, grandparents, grandchildren, brother, sister, father-in-law, mother-in-law, son, daughter, spouse's son or daughter, son-in-law, daughter-in-law, brother-in-law, and/or sister-in-law, aunts and uncles, nieces and nephews, and grandparents-in-law.

Section 3. Upon request, the Superintendent is authorized to grant additional days leave for any reason he believes is meritorious.

ARTICLE XXI  
JURY LEAVE

Any employee who is called for jury duty will receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or personal days. The employee shall receive a rate of pay equal to the difference between the employee's' salary and the jury fee.

ARTICLE XXII  
PENSION

Section 1. The Employer shall continue to provide and make payments to the Connecticut Municipal Employees Retirement Fund, Policemen and Firemen Survivors Benefit Fund operated by the State of Connecticut (Plan B).

Section 2. Employer shall forward annual statement of contributions toward the pension when received from the State Department (usually between June and September of each year).

ARTICLE XXIII  
LEAVES WITHOUT PAY

Leaves of Absence without pay may be granted by the Superintendent for a definite period not to exceed twelve (12) months. An additional twelve months (12) leave without pay may be granted upon request. Application for such Leaves of Absence must be submitted in writing, stating the reasons for the request and length of time desired. A Leave of Absence expires automatically at the date of expiration approved for the leave.

ARTICLE XXIV  
PERSONAL INJURY BENEFITS

Section 1. Whenever an employee is absent from work as a result of bodily injury caused by an accident arising out of and in the course of his/her employment, he/she shall be paid according to workers' compensation for temporary disability due to said injury. The employee can use his/her accumulated sick leave to supplement Workers' Compensation payment so that his/her total weekly income is equal to the income he/she received prior to his/her injury if he/she desires.

Section 2. The Employer shall have the right to have the employee examined by a physician designated by the Employer for the purpose of establishing the length of time the employee is temporarily disabled from performing his/her duties as a result of the injury. In the event the employee is dissatisfied with the conclusions of such physician, such employee shall have the right to be examined by a physician of his/her own choice. If the two physicians conducting the examination disagree as to the length of time that the employee is disabled from performing his/her duties as a result of the injury, a third doctor agreeable to the Employer and the employee shall examine the employee and shall make a final and binding determination as to the length of the disability. The cost of the services of such third physician shall be divided equally between the Employer and the employee.

Section 3. In the event of any payment under this policy, the Employer shall be subrogated to all the employees rights of recovery therefor against any person or organization and the employee shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The employee shall do nothing after the injury to prejudice such rights.

ARTICLE XXV  
TERMS OF AGREEMENT

This agreement shall become effective September 1, 2013, and remain in full force and effect until August 31, 2017.

IN WITNESS THEREOF, the Parties hereunto caused these presents to be executed by their proper officers, hereunto duly authorized, as of the date and year first above written.

MONTVILLE BOARD OF EDUCATION

BY: \_\_\_\_\_  
(Chairman)

DATE: \_\_\_\_\_

TEAMSTERS LOCAL #493

BY: \_\_\_\_\_  
(President)

DATE: \_\_\_\_\_