

AGREEMENT

BETWEEN

THE R.S.U. No. 67 BUS DRIVERS

AND

THE R.S.U. No. 67 BOARD OF DIRECTORS

September 1, 2017 – August 31, 2020

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PREAMBLE

This agreement has been entered into by and between the R.S.U. No. 67 Education Association/MEA/NEA, hereinafter called the "Association", and the R.S.U. No. 67 Board of Directors, hereinafter called the "Board" of Lincoln, Maine.

ARTICLE 1

RECOGNITION

The R.S.U. No. 67 Board of Directors, hereinafter called the "Board", recognizes the R.S.U. No. 67 Education Association (Bus Driver Unit)/MTA/NEA, hereinafter called the "Association", as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours, and working conditions for its eligible employees of the bargaining unit consisting only of bus drivers, and excluding those employees who are regularly scheduled to work less than twenty (20) hours per week and those employees who have been employed less than six months.

ARTICLE 2

MANAGEMENT RIGHTS

- A. Except as explicitly limited by a specific written provision of this Agreement, the Board shall continue to have all rights, functions, powers, duties, or authority available to it under law.
- B. The Association acknowledges the right of the Board to make such rules and regulations governing the conduct of its employees in accord with this agreement as the Board deems necessary.

ARTICLE 3

PROBATIONARY PERIOD

All newly-hired employees shall serve a probationary period of six (6) months. During the probationary period, the employee shall not be a member of the unit and shall not be covered by this Agreement until he/she has satisfied the probationary period. Probationary employees shall have their wages set by the Board, and upon completion of the probationary period, employees who are retained shall be covered by this Agreement. Any driver who has been in the district for more than ten (10) years and chooses to leave the district for less than one year, may return to the district and have the probationary period waived, one time.

## ARTICLE 4

### ASSOCIATION RIGHTS

#### A. Use of Facilities

1. The Board agrees that outside working hours, the local Association representatives shall be allowed to:
  - a. Post Association notices at the Transportation Garage Bulletin board.
  - b. Transmit communications authorized by the local Association or its officers to the Board via the Superintendent.
  - c. Consult with local Association officers.

#### B. Access to Members

1. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this business shall not interfere with scheduled meetings or assigned duties of the employees.

#### C. Communications

1. The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards at the transportation garage.

#### D. Association Activities

1. The Board agrees to make available up to five (5) total work days for a representative(s) of the Association to attend conferences, conventions, or other activities of the local, state and national affiliated organization. This attendance shall be unpaid leave. Notice shall be given to the employee's supervisor at least ten (10) days in advance, except in cases of emergency.

## ARTICLE 5

### EXAMINATIONS

- A. Title 20A 2303 G.3 Annual Physical. The applicant must pass an annual physical examination at the cost of the employer.
- B. The Board reserves the right to select its own physician at no cost to the employee. Should an employee wish to be examined by a physician of his/her choice in lieu of the Board's fully paid examination, the Board shall reimburse the employee for his/her cost, subject to a maximum amount of seventy-five dollars (\$75) annually. Physical results must be received in the District Office no later than August 15th.
- C. The Board shall require each employee to have a physical examination prior to being placed on probationary status. The employee will be expected to demonstrate and be certified by the examining physician that there is no physical disability that would prevent the employee from carrying out the requirements of his/her job description.

- D. With health conditions that may impair performance of duties, it will be the bus driver's responsibility to schedule an appointment with his/her physician. A doctor's written note for determination of capacity to drive must be submitted to the District Office within three (3) working days of the doctors specified date to have the condition checked.
- E. The Board reserves the right to mandate random blood/urine drug tests. Should the driver refuse or fail the test, he/she will be suspended without pay immediately, pending an investigation by the school administration. Should the investigation exonerate the driver, he/she will be paid his/her regular pay for the days missed, along with all benefits. This section is not in force during summer recess, unless the driver is on a trip for RSU 67.

## ARTICLE 6

### GRIEVANCE PROCEDURE

#### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which from time to time may arise affecting the meaning or application of the specific terms of the Agreement. Both parties agree that the proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any member of the administration, and having the grievance adjusted without the intervention of the Association.

#### B. Definitions

1. A "grievance" is an alleged violation of this Agreement on any dispute with respect to the meaning or application of the specific terms of this Agreement.
2. A "grievant" is the employee or employees covered by this Agreement who files the grievance.
3. A "party in interest" is the employee or employees making the claim and any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.
4. "Days" shall mean school days, excepting during the summer recess when days shall mean weekdays, Monday- Friday, excluding legal holidays.

### C. Time Limits

1. The number of days indicated at each level should be considered as a maximum, and every reasonable effort should be made to expedite the process. The time limits specified may be extended by mutual written agreement.
2. A grievance will be deemed waived unless submitted in writing within twenty (20) days after the grievant first knew or should have known of the events or conditions constituting the alleged grievance.
3. Time is of the essence in the filing and processing of all grievances under this Article. Failure on the part of a grievant to make timely filing or to strictly adhere to all further time requirements in the processing of a grievance shall constitute a waiver of any grievance and shall be a complete bar to arbitration. No arbitrator shall have the authority to waive, amend, modify, interpret or adjust the time requirements set forth herein.

### D. Informal Procedure

1. If an employee feels that he/she may have a grievance, he/she shall first discuss the matter with his/her immediate supervisor in an effort to resolve the problem informally.
2. If an employee is not satisfied with such disposition of the matter, he/she shall have the right to discuss the matter with the Superintendent or his/her designee in an effort to resolve the problem informally.

### E. Formal Procedure

#### 1. Level One- Immediate Supervisor

- a. If an employee is not satisfied with the informal outcome of a grievance, the grievance may be presented in writing to his/her immediate supervisor within twenty (20) days of the alleged violation.
- b. The immediate supervisor shall, within five (5) days after receipt of the written grievance, render a decision and the reason(s) therefore to the grievant. A copy of the decision will be mailed to the Association.

#### 2. Level Two - Superintendent

- a. If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant may, within five (5) days after the decision is rendered, file the grievance with the Superintendent, or designee.
- b. The Superintendent, or designee, shall, within ten (10) days after receipt of the written grievance, meet with the grievant for the purpose of resolving the grievance.
- c. The Superintendent or designee shall, within five (5) days of the meeting, render a decision to the grievant and provide a copy to the Association.

### 3. Level Three - Board of Directors

- a. If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may, within five (5) working days after the decision is rendered, appeal the decision with the Board.
- b. The Board shall, within thirty (30) days after receipt of the grievance, meet with the grievant for the purpose of resolving the grievance.
- c. The Board shall, within five (5) days after such meeting, render its decision to the grievant and provide a copy to the Association.

### 4. Level Four- Arbitration

- a. If the grievant is not satisfied with the disposition of the grievance at Level Three, he/she may, within five (5) days after receipt of the Level Three response, request in writing to the President of the Association that the grievance be submitted to Arbitration.
- b. If the Association determines that the grievance is meritorious and elects to submit the issue to arbitration, the Association shall, within ten (10) days after receipt of the Level Three decision, notify the Board of its intent to request arbitration.
- c. The Board, through its representative, and the Association, through its representative, shall within ten (10) days after the notification in b. above, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within ten (10) days, the Association may request the services of the American Arbitration Association to furnish a list of arbitrators.
- d. The arbitrator selected by the parties shall confer promptly with the representatives of the Board and the grievant shall review the record of the prior meetings and shall hold such hearings with the grievant and the Board as he/she shall deem appropriate.
- e. The arbitrator shall conduct the hearing, render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusions on the issue(s) submitted in accordance with American Arbitration Association rules. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement, and shall confine any decision to the meaning of the specific written contract provision(s) which gave rise to the dispute. The arbitrator shall be without power to make any decision which is contrary to law, interferes with the statutory duties of the Board, or violates the terms of this Agreement. The arbitrator's decision shall be final and binding on the parties, subject to judicial review.
- f. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

## F. Rights of Employees to Representation

1. Any meetings or hearing under this procedure shall be conducted in private and shall include only such parties in interest and the designated or selected representatives, here to referred to in this procedure.
2. Any party in interest may be represented at Level Three of the formal grievance procedure by a person of his/her own choosing. When an employee is not represented by the Association, the Association shall have the right to be present and state its views during all levels of the formal procedure.
3. If a grievance affects a group of employees, the Association may submit the grievance in writing beginning with Level Two of the formal procedure and the Association may continue to process the grievance through the remaining levels of the procedure.
4. Except for the decision resulting from arbitration or settlement, all documents, communications and records dealing with the processing of a grievance shall be filed confidentially and separately from the personnel files of the grievant. The Association shall indemnify and save the Board and its agents harmless against all claims and suits which may arise by reason of any action taken pursuant to this section.
5. No reprisals shall be taken by the grievant, Association, or the Board against any participant in the grievance procedure by reason of such participation.
6. In the event that a grievance is not timely answered by the Board at a level in the procedure, the grievant or the Association, as appropriate may file at the next level in the procedure.

## ARTICLE 7

### WORK WEEK AND WORK SCHEDULE

#### A. Work Year, Work Week

1. The regular work assignment for a full time employee shall be at least twenty (20) hours per week for a driver who has a regular morning and afternoon run for the days when school is in session for students.
2. Seniority shall be based upon continuous employment as a bus driver in R.S.U. No. 67 from the most recent date of hire. When two or more employees have the same length of continuous service, the employee with the greater length of total service with R.S.U. No. 67 shall be deemed to have the greater length of service.
3. The seniority list shall identify all drivers by their most recent date of hire under one category.
4. The Superintendent shall annually post the seniority list in the bus garage, and a copy shall be provided to the Association. The Association must notify the



Superintendent of any alleged discrepancies in the list no later than twenty (20) days after receipt of the list; otherwise, the list shall be deemed to be accurate.

5. It is mutually understood that this provision is used to identify hours and days for earning full benefits for each classification.
  - a. All school sponsored bus assignments will be offered only to full time Bus Drivers, where licensed Bus Drivers are required.
  - b. Day trips between regular runs shall be offered to full time Bus Drivers only and shall be paid no less than two (2) hours.
  - c. Late bus and four- year old program runs will be offered as a permanent run to a full time regular driver by seniority and will be a minimum of two (2) hours.

B. The following criteria will apply to the assignment of additional trips:

1. The intent of assignments shall be to distribute trips in a continuous rotation starting with the employee who has the longest continuous service as bus driver in R.S.U. No. 67. Each July 1st will be the start of the new year. The supervisor will distribute trips to drivers at his/her discretion only in order to prevent going into overtime as much as possible. If a driver loses a trip because of length of time, he/she will receive the next trip that will fit into that driver's available hours. If a driver's trip is cancelled, he/she will be given the first available trip before going back in rotation.
2. Drivers may request in writing to be excluded from the trip list. Should a driver, who has been excluded, wish to be included on the trip list, the driver shall notify the Supervisor in writing of such interest.
3. The weekly trip list should be posted no later than Thursday at 3:00PM for the next week.
4. Drivers have (48) forty-eight hours to accept, swap or reject a trip. If trip is rejected/returned to the Supervisor after the 48 (forty-eight) hour period, the driver shall forfeit the next two rotations for trips.
5. In the event a bus trip is imminent, and the assigned driver cannot take the trip for good cause, the Supervisor has the authority to use any available regular full time driver.
6. Employees required by the Board to work more than forty (40) hours in any week shall be compensated for such time over forty (40) hours at one and one-half ( 1- 1/2) times the base rate of pay. The employee may receive such compensation in the form of paid time off, which shall be granted on the basis of one and one-half (1-1 1/2) hours of time off for each hour of overtime worked, at the discretion of the Board.
7. If a trip is given to a driver by mistake, the supervisor has 24 hours to rectify the mistake.

8. A driver will be reimbursed for meals on trips of six (6) hours or more; not to exceed \$6.00 for breakfast, \$8.00 for lunch and \$10.00 for supper. (Prearranged expenses as approved by Administration will be compensated).

9. Any driver who incurs maintenance, safety or emergency expenses, including tolls, during a trip shall be reimbursed in full. Damaged clothing needing replacement may be reimbursed with articles of comparable value.

C. Shift Time

1. Employees shall be paid a minimum of two (2) hours or for actual time worked for each work assignment, whichever is greater.

2. The Board may add to or remove from regular work assignments at any time.

D. Minimum Trip Time

1. All school sponsored extra-curricular trips which are not annexed to a regular work assignment shall be paid at the rate of actual time worked or two (2) hours, whichever is greater.

2. Every reasonable effort shall be made by the supervisor to schedule in-service (safety) meetings with an employee as annexed time to a work assignment. Should an employee not have a work assignment fall directly before or after such a meeting, the employee shall be paid a minimum of one (1) hour for such meeting.

E. Storm Days

1. On any scheduled school day when school is cancelled prior to the drivers assigned reporting time, the driver shall not be eligible for compensation. Should the driver arrive at his/her assigned reporting time and school is canceled, he/she will be compensated two (2) hours.

F. Overnights

1. Whenever an overnight trip is requested, reimbursed expenses are paid, plus a \$50.00 flat fee.

2. Drivers will be paid the hourly rate if during the day they need to rest at a motel. This rest period is an administrative decision. Arrangements are to be made through the Athletic Director and Transportation Supervisor. Trip characteristics will be determined by the Transportation Supervisor.

## ARTICLE 8

### POSITION VACANCIES

A. All RSU No 67 openings will be posted on the transportation bulletin board and drivers interested will follow the regular application process.

1. If more than one driver applies for a vacancy, the employee with the most seniority shall be given the first consideration.

## ARTICLE 9

### EVALUATION

- A. Employees shall be evaluated by their immediate supervisor, the Superintendent or designee. Issues to be evaluated will be addressed with the driver as they arise and the driver will have the opportunity to respond in writing and it will be attached to the evaluation or complaint.
- B. At the beginning of the year, all employees shall receive a copy of the evaluation criteria and form to be utilized.
- C. Employees shall have the right to a conference with their evaluator to discuss the evaluation. An employee shall be given a copy of any evaluation report prepared by his/her evaluator. No evaluation shall be placed in the employee's file or otherwise acted upon unless the employee has received a copy.
- D. Any formal written complaint made against an employee to the administration shall be brought to the attention of the employee.
- E. An employee shall have the right to attach written rebuttal to any subjective material, including evaluations, being placed in his/her file.
- F. Any written complaints regarding an employee which may be made to any member of the administration by a parent, student, or other person which are used in any manner in evaluating an employee shall be promptly investigated and called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut such complaints, and shall have the right to be represented by the Association at the meetings or conferences regarding such complaints.

## ARTICLE 10

### JOB DESCRIPTIONS AND RECLASSIFICATION

Job descriptions are available on the district website. Any changes or modifications to the job description shall be approved by the Association prior to being published on the district website.

## ARTICLE 11

### PROFESSIONAL DEVELOPMENT

- A. Should the Board or its agent require an employee to enroll in a specific course, the Board shall reimburse the employee for actual costs of tuition, books, fees and travel.
- B. The employee shall be paid for the actual class time of any such course.
- C. All bus training and in-service will be paid at the regular hourly rate.

## ARTICLE 12

### WAGES

- A. Employees shall be paid bi-weekly on Friday. In the event that Friday is a holiday or is observed as a holiday, the preceding work week day shall be the pay day for that payroll period.
- B. Employees shall be compensated in accordance with Schedule A unless modified elsewhere.
- C. All employees' paychecks shall be directly deposited to a financial institution selected by the employee, provided wire transfers are available. Electronic notification of any direct deposit shall be provided to the employee's school email account.

## ARTICLE 13

### DUES DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct Association dues in equal or near equal installments from employees' paychecks as said employees, individually and voluntarily authorize annually, in writing, The Board is to deduct and transmit the monies to the Maine Teachers' Association. The R.S.U. No. 67 Education Association MEA/NEA shall certify to the Board, in writing, the current rate of membership for each employee and written authorization from those employees wanting deductions. A two-week advanced notice must be given to the Superintendent's Office prior to the effective date of such change.
- B. The Association shall indemnify and save the Board, Superintendent and/or its agents harmless against all claims and suits which may arise by reason of any action taken or not taken in making deductions of said dues and remitting the same to the Association pursuant to this Article.

## ARTICLE 14

### INSURANCES

- A. The Board shall provide Workers' Compensation coverage for all employees. When an employee becomes eligible for Workers' Compensation payments, and is receiving payments, he/she shall not be eligible for sick leave pay. An employee who receives sick leave payments, prior to the start of workers' compensation benefits, shall reimburse the Board the amount received from sick leave benefits. Sick leave used in the above mentioned interim period shall be restored to the employee at the time the employer is reimbursed for sick leave payments.
- B. The Board shall provide Anthem BC/BS MEA with major medical health insurance coverage comparable to the health insurance plan in effect on 6/30/91 for each employee whose work assignment is at least twenty (20) hours per week. The Board shall pay 95% of the cost for single policy coverage of the Choice Plus Plan year round. The Board shall pay 85% of all other Choice Plus Plans for 10 months towards the cost of the plan

the employee is eligible for as determined by his/her marital status and number of eligible dependents in the program selected by the Board according to the eligibility schedule below:

- C. In the event of a yearly insurance premium increase, the Board shall continue to pay premiums on the share limit up to a yearly premium increase of 5%. Members shall pay all insurance increases higher than 5%.

**For existing employee, 5% Cap**

**New Hires as of September 1, 2017, 5% Cap**

6 months - 3 years	Single plan	Will get single coverage only, 80/20% for 12 months
3 years – 5 years	Two person plan	
5+ years	Full family plan	

- D. The Board may change carriers from the plan in effect on 6/30/91 to a program which is mutually agreeable between the Board and the local Association (bus drivers only), provided the contribution by the Board remains equal to the contribution under the plan in Section B above. Should the Board realize an overall savings by a change in carrier or program, the savings shall be shared equally between the Board and the Association. The Association's savings shall be added to the wage scale of the affected employee(s) on an individual basis.
- E. The Board agrees to adopt a Section 125 cafeteria plan.
- F. In the event that a successor collective bargaining agreement has not been ratified by July 1, 2020, any increases in the above health insurance premiums shall be shared on a 50/50 basis pending the outcome of said negotiations.

ARTICLE 15

VACATION

- A. Vacation pay will be earned following a full school year of employment. The employees may request their earned vacation pay at the completion of the school year in which it was earned, but prior to June 30th. Earned vacation pay may also be paid to the employee during non-paid days throughout the following school year of which it was earned. Example: - Christmas vacation, etc. Employees may not use a vacation day on a regularly scheduled school day.

All requests for vacation pay shall be presented to the Superintendent of School's by using the Employee Self-Serve (ESS) online system, at least two (2) weeks prior to the requested pay period.

If no request is received, vacation pay will be paid during Christmas vacation following the year it is earned.

B. Vacation pay shall be equivalent to the normal daily work assignment.

Years of	<u>Continuous Service</u>	<u>Vacation Time</u>
	1 Year	6 Days
	5 Years	9 Days
	10 Years	11 Days
	15 Years	13 Days
	20 Years	14 Days
	25 Years	15 Days

C. Any employee who is laid off, retired, or separated from the service of the Board for any reason, prior to taking his/her vacation, shall be compensated for the unused vacation which has been accumulated at the time of separation.

## ARTICLE 16

### LEAVES

#### A. PAID

##### 1. Personal Leave

An employee shall be granted up to two (2) days with pay for matters of a personal nature which require the employee to be absent during his/her regular work hours to conduct business that can't be conducted during non-school hours. All personal days will require reasons to substantiate that the time is necessary in the judgment of the Superintendent. Leave granted under this section normally shall not be used to extend a holiday or vacation period, except as approved by the Superintendent, and shall not be used for recreational purposes. Such days, if not used, shall accumulate to a maximum of three (3).

##### 2. Sick Leave

a. Employees shall receive eleven (11) personal sick days per year accumulative to one hundred ten (110) days for any school year. Use of sick leave for family (family shall include only the employee's spouse, daughter, son, mother, father, mother or father-in-law, sister or brother, grandparent or past legal guardian including all step relations) illness shall not exceed three (3) days per year.

b. Any employee who is injured while working at a job not connected with school employment shall not be eligible for sick benefits under this Article, if the employee is eligible and is collecting Workers Compensation benefits.

##### c. Upon retirement

(1) Employees who have been employed by R.S.U. No. 67 for at least twenty (20) years shall be paid for up to twenty (20) days of unused accumulated sick leave, or

(2) Employees who have been employed by R.S.U. No. 67 for at least ten (10) years shall be paid for up to ten (10) days of unused accumulated sick leave.

- (3) Employees who have been employed by R.S. U. No 67 for at least twenty-five (25) years shall be paid for up to twenty-five (25) days of unused accumulated sick leave.

### 3. Sick Leave Screening Committee

- a. An employee who is unable to work because of prolonged personal injury/illness and has exhausted his/her accumulated sick leave may apply to the Sick Leave Screening Committee for additional paid sick leave from the Board. The screening committee will be comprised of the Superintendent, Association President, Transportation Director and the Bus Driver Representative. A majority vote of this Committee will decide whether or not to grant additional sick leave days and the number of days that will be granted, if so decided.
- b. When an application for additional sick leave days is received, the screening committee will solicit from employees in the bargaining unit up to five (5) days per employee to be donated to the pool. The pool will be limited to a maximum of twenty (20) days per year. Once the maximum of twenty (20) days has been used via this method, no further requests for additional sick days will be accepted for the remainder of the school year. Guidelines regarding the usage of the days donated shall be the responsibility of the screening committee.
- c. If the screening committee approves the request of an employee to use additional days, and those days are available in the leave pool, the screening committee will submit the recommendation to the Board for final approval.

### 4. Jury Duty

- a. Employees shall be granted a paid leave of absence any time they are required to report for jury duty or jury service during a normal working day. Employees excused from jury duty during normal work hours shall report back to their places of employment promptly, except when the employee is required to serve on jury duty and less than one half (1/2) of his/her normal work hours remain when dismissed from jury duty.
- b. Employees shall reimburse the Board for any pay received for jury duty, the intent of which is to assure that the employee receives no more than his regular daily rate of pay. Said reimbursement shall be deducted from the next regular payroll after the employee receives payment from the State of Maine.

### 5. Compassion Leave

- a. Employees will be granted leave of up to three (3) days without loss of wages in case of death of an employee's spouse, daughter, son, mother, father, mother- or father- in-law, sister or brother, grandparent or past legal guardian. The same leave shall be granted for the employee's spouse's same relatives. These are meant to include all step or half relationships under these categories.
- b. Funeral time of up to one (1) day without loss of salary will be granted in case of death in other family members outside those listed in a. above.

- c. Attendance at other funerals must have the approval of the Superintendent or his designee prior to the funeral.

#### 6. Court Appearances

- a. Employees shall be paid for time lost when they have to testify in any cases that come about from their regular bus driving jobs.
- b. Employees shall reimburse the Board for any pay received for court appearances, the intent of which is to assure that the employee receives no more than his/her regular daily pay. Said reimbursement shall be deducted from the next regular payroll after the employee receives payment from the State of Maine.

#### B. UNPAID

##### 1. Reasonable Purpose

Leaves of absence, for a limited period not to exceed six (6) months, may be granted for any reasonable purpose, as determined by the Board or its agent, and such leave may be extended or renewed for any reasonable period at the discretion of the Board.

##### 2. Military Service

Any employee, who is a member of a reserve unit of the United States or the State of Maine and who is ordered by the appropriate authorities to attend a training period or perform other duties as part of the yearly reserve training period of seventeen (17) days, shall be granted leave during the period of such activity.

C. The District reserves the right to implement and make available a Return to Work program for those ill or injured employees whose condition substantially limits their capacity to perform the essential functions of their job and to educate employees about the purpose of this program.

- 1. An ill or injured employee may return or enter the Return to Work program only after the District's physician has determined that the employee is able to perform safely the essential functions of the job in question, either with or without a reasonable accommodation, provided that no undue hardship on the District would result. The employee shall have the right to have his or her attending physician make a determination as to the employee's ability to perform the job as well. Should the two physicians disagree, they shall select an impartial physician who shall make a further examination. The District shall pay for the cost of its physician; the employee will bear the cost of his or her physician; and the cost of the impartial physician shall be borne equally by the parties.
- 2. Insurance benefits shall be continued, provided the employee makes timely payments of his or her share of the premiums, until the employee's employment is terminated. The employee's share of the premium must be received in the Superintendent's Office no later than the first of each month during the period for which the employee is eligible to be covered. If the employee fails to pay his or her health insurance premium by the first of each month, the employer's responsibility for health insurance coverage for the employee shall cease 30 days from that date. The employer will notify the employee of the loss of insurance at this time.



3. The District may terminate any ill or injured employee:

- a. Who refuses to participate in a Return to Work Program despite having received medical clearance to do so.
- b. Who has failed to return to his or her regular work position, modified or otherwise, for a period not to exceed two (2) years from the date of illness or injury. This two (2) year period shall be extended for a period not to exceed twelve (12) months.

(1) If the employee is participating in a return to work program OR

(2) Provided there is written agreement between the employees' attending physician and the District's physician that the employee's prognosis for return is probable.

The intent of this section is that the absence of an employee due to illness or injury will not exceed three (3) years from the date of the illness or injury.

c. Upon termination, the employee shall be issued a COBRA form.

4. The employee shall receive at least twenty (20) calendar days' notice of the District's intention to terminate the employee, except in any instance in which the employee refuses, despite medical clearance, to participate in the return to work program.

5. Employees who are discharged under this provision shall continue to retain the following reinstatement rights for a period of twelve (12) months from the discharge date:

a. The employee shall be entitled, upon request, to reinstatement to the employee's former position if the position is available and suitable to the employee's physical condition. If the employee's former position is not available or suitable, the employee shall be entitled, upon request, to reinstatement to any other available position suitable to the employee's physical condition.

b. The employee shall be entitled to reinstatement of seniority within his or her classification, and to the other benefits and terms of employment provided for in this agreement. No benefits or seniority shall, however, accrue during any period between the date of discharge and the date of the employee's reinstatement.

## ARTICLE 17

### HOLIDAYS

The Board shall grant the listed paid holidays subject to the conditions being met. In order to be eligible for holiday pay, the employee must be scheduled to work or on an approved paid leave on the last work day before and the first work day after the listed holiday. If a holiday falls on either a Saturday or Sunday, it may be observed on either the actual day or the preceding Friday or the following Monday at the discretion of the Board.

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Labor Day	Christmas Day
Columbus Day	
Presidents' Day or Patriots Day - 1 Day- Driver's choice	

## ARTICLE 18

### USE OF PERSONAL VEHICLE

Employees who are required to use their personal vehicle for assigned business shall be reimbursed for such use at the rate of the State of Maine mileage reimbursement rate.

## ARTICLE 19

### PERSONNEL FILE

- A. The Board shall maintain, for official purposes, one (1) personnel file for each employee. This file shall be kept under conditions that insure its integrity and safekeeping and shall contain copies of personnel forms, official correspondence to and/or from the employee, written evaluations and other material relating to the individual's employment.
- B. Employees shall be sent a copy of all material henceforth placed in the file, at the same time the material is placed in the file. An employee shall have the right to submit a written response to any material placed in the personnel file. This written response shall then be filed and attached to the appropriate material.
- C. Employees shall have the right to examine the Board file for the driver in the presence of the file's custodian, or that individual's designee, during the normal business hours of the office in which the file is kept.
- D. The employee may obtain copies of any material in the personnel file at the employee's cost during the normal business hours of the office in which the file is kept.
- E. Any adverse record/document which does not become part of a disciplinary action shall be withdrawn from the file after one (1) year.

## ARTICLE 20

### REDUCTION IN FORCE

A. In the event the Board determines that a reduction in the workforce is necessary for any reason, employees shall be laid off based upon the following criteria:

1. Documented skill(s)
2. Job related training and experience
3. Length of continuous service by classification
4. Length of service in District
5. Written performance evaluations in the personnel file
6. Documented safety violations
7. Present and past driving record
8. Civil driving violation on and off duty

Seniority shall be the controlling factor when other factors are considered equal by the Board.

B. Employees shall be given at least ten (10) working days written notice of a reduction in force.

C. Employees shall be recalled from layoff using the same criteria as used for layoff. Employees shall remain on the recall list for fifteen (15) months.

D. Employees shall receive notice of such recall by certified mail to the last known employee address. Employees have a responsibility to keep the employer informed of a current address.

1. Length of service (seniority) shall be an employee's length of continuous regular service since the most recent date of his or her employment. An employee with a work year of less than twelve (12) months shall not be considered to have suffered a break in service during the months which are not included within the employee's work year. An employee shall have no seniority for the initial six (6) months of employment, but upon completion of this period, shall have seniority retroactive to the commencement of this period.
2. Such seniority list(s) shall be provided with the second payroll in September. A copy of such list(s) shall be sent to the Association.

## ARTICLE 21

### DISCIPLINE

- A. The "Board" or the "Board's agent" shall not discipline any employee without legitimate reason(s). In all cases involving the discharge or suspension of an employee, the "Board agent" must notify the employee in writing within five (5) working days of his/her discharge or suspension and the reason therefor.
- B. When an employee(s) has committed an infraction of work rules, administrative or Board of Directors' policy(ies) shall be used. For the first infraction(s), a verbal reprimand (s) shall be documented to the employee's personnel file. A copy of the reprimand shall be given to the employee. For the second infraction(s), a written reprimand shall be issued to the employee and a copy of the reprimand shall be filed in the employee's personnel file. For a third infraction (s), the employee may be suspended up to five (5) working days depending on the severity of the infraction. The fourth infraction may result in discharge. Serious infractions including, but not limited to, insubordination, inappropriate behavior with students, reporting to work under the influence of alcohol or narcotics or the illegal possession or use of the same while on duty or dishonesty in any dealings with or for the employer, recklessness in the operation of a vehicle and/or serious accident, failure to report a known accident or carrying of unauthorized passengers or any criminal act, may not require progressive discipline prior to suspension and/or discharge. Progressive discipline up to and including the second step may not be grieved beyond the Superintendent's level. Employee(s) may file written refutation to any discipline. No employee shall be discharged without just cause and prior approval of the Superintendent.
- C. An employee may have an Association representative present during any disciplinary meeting with the Board and/or Superintendent.
- D. An employee who is discharged or suspended shall be given written notice, either in person or by certified mail, return receipt requested, to the employee's last known address according to Board records, of the discharge or suspension and the reason(s) therefor.
- E. The Association shall be given written notice of the discharge or suspension of any employee.
- F. A grievance regarding the discharge or suspension without pay of any employee may be initiated at Level 2 of the grievance procedure as set forth in Article II, Section C.
- G. The Board agrees to notify each employee in the bargaining unit and the Association annually in writing of any and all existing work rules. New employees shall be provided with a copy of the work rules and a copy of this Agreement at the time of hire.
- H. Whenever an employee is required to appear before the Board in a formal disciplinary hearing, the employee shall be given prior written notice of the reason(s) for the hearing.

ARTICLE 22

NOTICE

- A. Employees shall be provided written reasonable assurance each year of the Board's intent to reemploy for the following year. This assurance shall be provided no later than the last payroll date in June.
- B. Employees shall normally be provided written notice each year of their bus assignment and daily schedule no later than August 31.
- C. The Board retains the right to alter a drivers schedule at any time there is a need.

ARTICLE 23

SEVERABILITY

In the event that any provision of this Agreement is found to be in conflict with any state, federal, or other applicable law, such provisions of the Agreement shall be considered invalid and void. Such invalidity shall not affect the validity of remaining provisions of the Agreement which shall remain in full force and effect.

ARTICLE 24

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of August 31, 2017 and shall continue in effect through August 31, 2020.

R.S.U. No. 67 Board of Directors

By *William A. Beck*  
Chair

*April 5-2017*  
Date

R.S.U. No. 67 Bus Drivers

By *Brenda Lighter*  
Association Representative

*4-7-17*  
Date

By \_\_\_\_\_  
Secretary

By *W. J. [Signature]* *4/6/17*  
Superintendent/Chief Negotiator

SCHEDULE A  
WAGE SCALE

3%                      2%                      2%  
2017-2018      2018-2019      2019-2020

Bus Driver

Probational to be determined on employment date.

	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>
after 6 months from doh	\$15.99	\$16.31	\$16.64
after 1 year from doh	\$16.89	\$17.23	\$17.57
after 5 years from doh	\$17.06	\$17.40	\$17.75
after 7 years from doh	\$17.10	\$17.44	\$17.79
after 10 years from doh	\$17.13	\$17.47	\$17.82
after 12 years from doh	\$17.18	\$17.52	\$17.87
after 15 years from doh	\$17.24	\$17.58	\$17.93
after 18 years from doh	\$17.29	\$17.64	\$17.99
after 20 years from doh	\$17.37	\$17.72	\$18.07

doh = Date of Hire