

# **AGREEMENT**

**BETWEEN**

**REGIONAL SCHOOL UNIT 19**

**AND THE**

**RSU 19 TRANSPORTATION  
EMPLOYEES**

**JULY 1, 2022 TO JUNE 30, 2024**

**RECOGNITION**

The RSU 19 Board of Directors recognizes the RSU 19 Transportation Employees as the bargaining agent for all drivers, mechanics and helpers. Mechanics will work on a year-round contract (12 months). Drivers and helpers will work on a school year contract (10 months) plus additional runs as necessary. When school is in session, drivers will have additional runs scheduled that are necessary to meet school program requests.

**PROBATIONARY PERIOD:**

Employees will have a probationary period of six (6) months from date of hire. For employees who are considered full-time, the effective date for health insurance will be the first day of the Month following the date of hire. All other eligible benefits will begin upon the completion of probationary period.

**WORK HOURS:**

Drivers will record all driving time on a time card, and be paid the appropriate hourly rate for **actual** work time (driving, cleaning & checking the vehicle). No full-time driver shall be paid less than four hours per day for driving & associated checks and cleaning of the vehicle on the timecard. Thus, no regular full time driver shall be paid less than 20 hours during a normal five-day workweek. Flex drivers will work as needed and assigned by the Transportation Supervisor (2 full time regular drivers w/benefits will support the transportation department).

**BUS DRIVER HOURLY PAY:**

<u>Years of District Bus Driving Experience</u>	<u>FY 23</u>	<u>FY24</u>
0	\$18.77	\$19.33
1	\$18.93	\$19.49
2 - 5	\$19.52	\$20.11
6 - 9	\$19.91	\$20.51
10+	\$20.50	\$21.12
<u>Substitute Driver</u> - FY 23 - \$16.50		
FY 24 - \$17.00		

**VAN DRIVERS**

Drivers will record all driving time on a time card, and be paid the appropriate hourly rate for **actual** work time (driving, cleaning & checking the vehicle). No full-time driver shall be paid less than four hours per day for driving & associated checks and cleaning of the vehicle on the timecard. Thus, no regular full time driver shall be paid less than 20 hours during a normal five-day workweek.

**VAN DRIVER HOURLY PAY:**

<u>Years of District Van Driving Experience</u>	<u>FY 23</u>	<u>FY24</u>
0	\$14.85	\$15.07
1	\$15.43	\$15.66
2 - 5	\$16.36	\$16.61
6 - 9	\$17.07	\$17.33
10+	\$17.77	\$18.04
<u>Substitute driver</u> - FY 23 - \$13.25		
FY 24 - \$13.65		

**DRIVERS LEAVE:**

Drivers shall earn leave time annually, which accrue towards retirement. Time is based upon number of hours worked after completing probationary time period and based upon years of experience. Days paid mean the equivalent hours associated with daily normal runs and cleaning, Leave time will be used as follows: five (5) days may be used for sick days, five (5) days for earned paid leave (non-accumulative) and vacation days according to table below. Earned paid leave may be used for sick or personal reasons, request for earned paid leave shall be submitted in writing to the employee’s supervisor at least three (3) days in advance of the day(s) requested except in cases of emergency. Non-used sick, earned paid leave and vacation time can be rolled into sick time for the following year.

Sick days may not accrue beyond 100 days at the end of the school fiscal year. Drivers in excess of 90 days at the end of the school year will be compensated for these days at fifty percent (50%) per day of the regular calculated per diem rate. The calculated per diem rate is the normally scheduled daily hours, multiplied by the employee’s hourly rate.

If an employee uses three (3) or more consecutive sick days or appears to be abusing sick leave, a doctor’s note may be requested.

All earned leave will be credited to employees account the beginning of each school fiscal year. New employees will have days credited to their account the first day of the month following the completion of probationary period and will be pro-rated based on ending date of probationary period.

Employees shall make all efforts to use their earned leave time on non-student days. Exceptions shall be approved by the Transportation Supervisor on a case by case basis.

<b><u>Drivers Vacation Time</u></b>	
<b>0-6 months</b>	<b>No vacation</b>
<b>6 months – 5 years</b>	<b>5 Days vacation</b>
<b>6 years - 10 years</b>	<b>10 Days vacation (Leave granted from date of hire)</b>
<b>11 + years</b>	<b>12 Days vacation (Leave granted from date of hire)</b>

**MECHANICS**

Mechanics may be hired at higher rate of pay due to advanced certification and/or experience in the areas listed below. Mechanics on staff may be able to earn a higher rate of pay based on obtaining advanced certification and by providing proof of certification to Superintendent and Transportation Director. Change in rate of pay to be determined by Superintendent and Transportation Director.

Certification examples: Body Systems and Special Equipment, Diesel Engines, Drivetrain, Brakes, Suspension and Steering, Electrical/Electronic Systems, State Bus Inspection License

**MECHANICS HOURLY PAY:**

<b><u>Years of Experience</u></b>	<b><u>FY 23</u></b>	<b><u>FY 24</u></b>
0	\$19.03	\$19.60
1	\$19.44	\$20.02
2 - 3	\$20.09	\$20.69
4 - 5	\$20.85	\$21.48

6 - 7	\$21.44	\$22.08
8 -12	\$22.66	\$23.34
13 -16	\$23.07	\$23.76
17+	\$23.49	\$24.19

Mechanic Helper Rate of Pay \$15.00

**MECHANICS LEAVE:**

Mechanics shall earn leave time annually, which accrue towards retirement. Leave time will be used as follows: five (5) days may be used for sick days, five (5) days for earned paid leave (non-accumulative) and vacation days according to table below. Earned paid leave may be used for sick or personal reasons, request for earned paid leave shall be submitted in writing to the employee’s supervisor at least three (3) days in advance of the day(s) requested except in cases of emergency. Non-used sick, earned paid leave and vacation time can be rolled into sick time for the following year.

Sick days may not accrue beyond 120 days at the end of the school fiscal year. Mechanics in excess of 100 days at the end of the school year will be compensated for these days at fifty percent (50%) per day of the regular calculated rate.

If an employee uses three (3) or more consecutive sick days or appears to be abusing sick leave, a doctor’s note may be requested.

All earned leave will be credited to employees account the beginning of each school fiscal year. New employees will have days credited to their account the first day of the month following the completion of probationary period and will be pro-rated based on ending date of probationary period.

Employees shall make all efforts to use their earned leave time on non-student days. Exceptions shall be approved by the Transportation Supervisor on a case by case basis.

**Mechanics Vacation Time**

\*On day one, mechanics would be on probation for 6 months, then receive five (5) vacation days (from date of hire)

<b>6 months – 2 years</b>	<b>5 Days vacation</b>
<b>3 years – 5 years</b>	<b>10 Days vacation</b>
<b>6 years – 10 years</b>	<b>15 Days vacation</b>
<b>11+ years</b>	<b>20 Days vacation</b>

**RETIREMENT:**

Employees with over 10 years RSU 19 transportation employment shall be compensated for leave days upon retirement. Qualifying employees with a minimum of (45) forty five days and not to exceed ninety (90) accumulated days shall be compensated for that accumulated time after retirement and separation at a rate of fifty percent (50%) of the per diem rate at retirement and separation. The retiring employee needs to notify in writing the Superintendent’s office by January 15, of the year in which they will be retiring. The intent may be withdrawn at any time for changes

in life circumstances or emergencies. Notification of retirement after may result in delayed receipt of the compensation.

Compensation is paid out one time per employee. Employees being rehired after retirement payout are not eligible for additional compensation of leave time.

**WORKSHOP DAYS:**

Drivers, with prior approval, will be paid their regular hourly rate to attend any workshop day. The hourly pay will equal the **actual** time in attendance at workshops, or in training.

**PAID HOLIDAYS:**

Drivers will receive pay for the following ten (10) holidays: Patriots Day, President's Day, Labor Day, Indigenous Peoples Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day and Memorial Day. Paid holiday hours will be based on the driver's equivalent work hours. Holiday pay for mechanics will be at 8 normal hours, and they will receive the above holidays, and July 4<sup>th</sup> for a total of eleven (11) holidays. Summer drivers who are scheduled to work the day before or the day after July 4<sup>th</sup> shall receive holiday pay for that day.

**SNOW DAYS:**

If an employee reports for work, but school is dismissed early due to inclement weather, the employee will be able to claim his/her pay for actual time worked. (Report means that students are being picked up.)

**BEREAVEMENT DAYS:**

Drivers and Mechanics will receive three (3) days due to the death of a spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandparent, or grandchild. Additional days may be granted upon request of the Superintendent.

**JURY DUTY:**

Every employee who is called or required to serve on a jury will be excused from work for the period necessary to perform this duty. If the jury is prematurely excused from duty during the time of its service, the employee is expected to report to work as usual. An employee required to serve on a jury thus having to be absent from regular work may, upon application, be paid for the difference between the compensation received from jury duty and base wage from RSU 19, upon presentation of proof of jury duty pay granted.

**HEALTH INSURANCE & SHORT TERM DISABILITY:**

The Board will pay up to \$10,200 for contract year 2022-2023 and \$10,700 for contract year 2023-2024, beginning July 1, toward an employer-provided health insurance plan for employees who are considered full-time and employees hired to perform a normal (daily) morning and afternoon run. The Board will pay up to \$10,400 for contract year 2022-2023 and \$10,900 for contract year 2023-2024, beginning July 1, toward an employer-provided health insurance plan for employees who are considered full-time mechanics. (This section may be opened if there is a substantial increase or decrease in this item.)

Short term disability will be provided by the RSU.

**OPT OUT OPTION:**

Employees who are otherwise eligible for benefits but choose to opt out of the District Health Care Plan will receive a payment of \$1,500.00. In order to be eligible to receive payment, employees must provide documentation demonstrating that he/she is currently covered by another ACA compliant health insurance plan other than the plan provided by the Board. Employees who are not covered by another ACA compliant plan are not eligible for the opt out payment. This amount will be paid in two lump sum payments each year.

Employees will be required to provide a new, signed attestation statement each year during open enrollment in order to be eligible for new cash in lieu payment.

**EXTRA CURRICULAR TRIPS:**

Regular Drivers will have preference on extra-curricular trips but this will not stand in the way of the Transportation Director filling the needs of the District. Extra trips will be paid at normal hourly rate. If extra trips require overtime, this must be approved by the Transportation Director, and overtime hours will be paid at normal hourly rate, plus half (time and a half), in accordance with the law.

**SUBCONTRACTING:**

Negotiations to sub-contract for busing services will not be entered into without representation of the RSU 19 Transportation Employees.

**OPTIONAL EMPLOYMENT OPPORTUNITIES:**

*THIS WILL BE DISCUSSED WITH THE OTHER BARGAINING UNIT TO SEE IF WE CAN USE DRIVERS IN OTHER AREAS OF THE DISTRICT.*

**DIRECT DEPOSIT:**

All new employees will be notified of direct deposit electronically.

**EVALUATION:**

An annual evaluation will be performed by the Transportation Director; a ride-along evaluation may be performed at the discretion of the Transportation Director or his/her designee as part of the evaluation process.

If an employee fills multiple positions in the district, they will receive the hourly rate paid for each position for the time he/she works in that position.

**BUS DRIVER PHYSICALS:**

Each driver must have an annual physical at a healthcare facility provided by the district. The district will cover the cost of the annual examination. If a driver chooses a provider other than that selected by RSU 19, any additional cost above the normal contribution will be borne by the employee. Appointments will be made at a mutually agreeable time to the greatest extent possible.

**GRIEVANCE PROCEDURE:**

The purpose of the following procedure is to secure, at the lowest possible level, equitable solutions to dispute over the meaning, interpretation and application of this Agreement. All parties agree that these proceedings will be kept confidential and as informal as possible.

Nothing herein contained shall be constructed as to limit the right of any employee to discuss any matter informally with the Transportation Supervisor, and having any grievance adjusted without intervention of the association, provided the adjustment is not inconsistent with this agreement.

### **Time limits**

Since it's important that grievances be processed as rapidly as possible, every reasonable effort should be made to expedite the process.

### **Informal procedures**

If an employee feels that he/she may have a grievance, the employee must first discuss the matter with the Transportation Supervisor. If the employee is not satisfied the results, the employee shall have the right to have an Association representative assist in further efforts to resolve the problem.

### **Level 1**

Transportation Supervisor

If the aggrieved person is not satisfied with the informal procedure or has elected not to utilize it, the aggrieved person may present the claim in writing to the Transportation Supervisor or the grievance will be deemed waived.

### **Level 2**

#### **Superintendent of Schools**

If the aggrieved person is not satisfied with the disposition of their grievance at level 1, they may file in writing to the Superintendent of Schools.

The Superintendent shall meet with aggrieved person and Association representative for the purpose of resolving the grievance.

The Superintendent shall provide in writing after the meeting, a rendered decision to the aggrieved and a copy to the association.

All documents, communications, and records dealing with the process of a grievance shall be filed separately and kept on record for personal file of participants.

### **NOTES:**

The above constitutes all past and present understandings/agreements between the RSU 19 Bus Transportation Employees and the RSU 19 School Board. In the event of a significant change, this particular contract may be re-opened to negotiation by mutual consent for the sole purpose of negotiating an impacted area.

**DURATION OF AGREEMENT**

Upon ratification by the RSU 19 Board and the RSU 19 Transportation Employees, the provisions of this contract shall take effect on July 1, 2022 and will continue in effect until June 30, 2024.

In witness whereof the parties have hereunto set their hands and seals this 9<sup>th</sup> day of March 2022.

**RSU 19**

<b>BOARD OF DIRECTORS</b>	<b>RSU 19 TRANSPORTATION EMPLOYEES</b>
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By: \_\_\_\_\_  
Board Chairperson

By: \_\_\_\_\_  
Association President

By: \_\_\_\_\_  
Negotiations Chairperson

By: \_\_\_\_\_  
Negotiations Chairperson

\_\_\_\_\_  
Board  
Voted

\_\_\_\_\_  
Board  
Signed

\_\_\_\_\_  
Association  
Voted

\_\_\_\_\_  
Association  
Signed

March 8, 2022

March 9, 2022

February ? 2022

March 9, 2022