

**RSU 16 TRANSPORTATION  
WORK AGREEMENT  
2021-2023**

From January 1, 2021 through June 30, 2023, this document establishes the wages, hours, and working conditions for all employees in the following positions: bus drivers, van drivers and monitors.

**Probationary Period**

All newly hired employees shall serve a probationary period of one year following the date of hire. Date of hire is the employee's first day of work in the position.

**Full-Time Definition**

The normally scheduled work hours per week for full-time employees shall be thirty (30) hours, which shall be used to determine eligibility for full-time insurance and paid leave benefits.

A full-time employee is defined as one with 30 hours of regular work per work week. Any employee who is normally scheduled for less than 30 hours per week are considered part-time employees. Benefits for these part-time employees will be pro-rated from 25 to 29 hours. No paid benefits will be available for part-time employees who are normally scheduled to work less than 25 hours per week.

The initial determination of full-time status will be made at the beginning of the work year based on the employee's normally scheduled hours for the upcoming work year.

**Work Year**

The scheduled work year of employees may be increased or decreased (for example, by waiver of the Department of Education) by the employer in order to meet the educational, operational and financial needs of RSU 16 and wages shall be adjusted accordingly should there be a change in the work year for any reason.

The 'normal' work year for each position shall be as follows: The number of student days established by the employer (currently 175), plus any additional days as determined by the Superintendent and the Transportation Director. Any work outside the normal work year will be paid at the wage rate for the position for the hours worked by the employee (for example, extended school year, special education, and summer trips).

**Work Hours**

Full-time bus drivers, van drivers, and monitors shall regularly be expected to work for six (6) hours per work day or thirty (30) hours over a five-day work week. Those drivers who are assigned to the Pre-K run will regularly be expected to work eight (8) hours per day when Pre-K is in session and six (6) hours per day when Pre-K is not in session, and are expected to work at least thirty-eight (38) hours over a five-day work week. Should an employee finish their assigned driving/run earlier, they will do other assigned work that supports students, the transportation of students, and transportation operations as assigned by the Transportation Director. Employees will be paid only for their actual hours worked.

Employees who are required by their supervisor to attend staff meetings, trainings, or drug testing shall be paid for this time, including if it occurs outside of their normal work hours. This time must be recorded on employee time sheets or time clocks.

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It is understood between the parties that the work schedule may be adjusted by the employer in order to meet the educational, operational and financial needs of RSU 16, and that wages shall be adjusted accordingly should there be a change in work hours for any reason.

For any day that an employee receives pay but does not work (for example, a paid sick day), the employee will be paid for the number of hours that the employee was scheduled to work for that day during that week.

On early release days, employees will work their normal number of work hours but the start and end times of their work day will be adjusted according to the student schedule.

If a school day is cancelled or shortened due to weather, employees will only be paid for the number of hours they work that day. However, if the Transportation Director or Superintendent fail to send notification prior to 5:15 A.M to the employees that school is being canceled that day, employees who showed up for work because they did not receive the notice will receive one (1) hour of pay or the employee may receive at least two hours' pay if they assist with snow removal. If Pre-K is canceled, the drivers must be notified no later than 10:00 A.M. or the drivers who show up to work will be paid one (1) hour of pay.

**Overtime**

Overtime is defined as hours actually worked beyond forty (40) hours per work week. Paid leave (for example, sick leave, bereavement days, Earned Paid Leave and/or vacation) shall not be counted as hours worked in the calculation of overtime. Overtime is not calculated per day; it is calculated per week. Overtime must be approved by the Superintendent/designee, in writing, prior to the execution of the overtime, or within the same work week. Overtime that has been approved in advance by the Superintendent/designee shall be paid at the employee's regular rate at time and one-half, after forty (40) hours of actual work in a work week. There is no compensatory time or banked hours allowed in lieu of overtime.

**Additional Trip Assignments**

Regularly scheduled bus/van runs are the priority and will be completed before any additional trip assignments can be started. The Transportation Director shall prepare a monthly list of additional trip assignments that are beyond the regularly assigned daily runs, which drivers may sign up for. Drivers who are interested in additional trips, shall, at the beginning of each month, sign up to be available for additional trip assignments (midday or after school). The Transportation Director shall, to the extent possible, assign additional trips from the sign-up lists on a rotational basis. Bus/van drivers who sign up for additional trips, agree to take the trip offered to that driver, absent extenuating circumstances. If some extenuating circumstance happens, the driver is responsible for finding a qualified replacement to complete the additional trip and will inform the Transportation Director of the replacement ASAP. If drivers are unable or unavailable to drive, the Transportation Director can fill the assignment however they see fit, including the use of spares or contracted bus services. The Transportation Director may assign multiple/repeated trips to individual drivers who will be the drivers for those trips throughout the year and those trips will not be part of the rotation.

**Wages**

The hourly rate placement of employees covered under this Work Agreement can be found in Appendix A, Wage Scale Chart in the back of this Work Agreement.

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Employees shall be paid every two (2) workweeks during the work year. Time slips showing actual time worked must be completed on a weekly basis. The Transportation Director may require employees to use electronic time clocks.

Upon appropriate written authorization from the employee, the employer shall deduct from the payroll check of any employee and make appropriate remittance for insurance and other plans and programs approved by RSU 16.

Employees shall be required to utilize direct deposit. Pay stubs will be emailed to the employee's email address of choice. Upon written request to the Payroll Manager, an employee will be provided with a paper copy of their pay stubs.

**Pay Averaging**

Employees who work regularly scheduled hours for the school year only, and who are employees at the start of a school year, shall be paid every other week, unless they elect in writing to be paid their regular weekly hourly wages in 26 equal installments. For employees who make such election in writing, the amount to be averaged shall be based on the employee's anticipated hours per week over the school year and the applicable hourly wage. By selecting to be paid an average amount, instead of an amount based on their actual hours and wage rate, the employee is voluntarily and knowingly choosing to be paid less than they would otherwise be paid for each pay period and to have that unpaid compensation deferred over a period longer than their duty period. Employees shall make their election before the start of each school year and may not change their election for the duration of the year. School year employees hired mid-year are not eligible for pay-averaging. Employees who elect to receive their pay over 26 pay periods must sign the "District Wage Payment Election Form" and submit the form to the Superintendent's office by May 1<sup>st</sup> of each year. Employees who do not submit the form by the deadline will be paid on an "as earned" basis for the year.

**Holidays**

Except as noted below, employees shall be entitled to the following holidays paid at their regular rate of pay (i.e., straight time):

Labor Day  
Indigenous Peoples Day  
Veterans Day  
Thanksgiving Day  
The day after Thanksgiving  
Christmas Day  
New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day\*

If one of the above holidays falls on a Saturday or Sunday, the employee will be granted either the preceding Friday or the following Monday, if the preceding Friday or the following Monday is the day observed by the State of Maine.

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Any employee who is required to work on a holiday shall be paid at one and one-half times their regular rate of pay. For purposes of overtime, only the actual hours worked will be counted.

Only employees (full and part-time) who are regularly scheduled to work on the day of the week designated as a holiday will receive holiday pay for their regularly scheduled hours, provided the employee works their last regularly scheduled work day before and after the holiday. Employees who are not regularly scheduled to work on the day of the week designated as a holiday are not eligible for holiday pay. If an employee is authorized to work during a school vacation week recess, the employee shall be entitled to receive holiday pay for any holiday that falls within that week (not including summer vacation).

\*For Independence Day, employees who work their scheduled days that week will receive the holiday pay.

**Vacation**

All employees who are currently entitled to (10) ten days' vacation time will be grandfathered and will continue to receive vacation time as long as they are employed in the RSU 16 Transportation Department. All new transportation employees and those hired after June 30, 2017 are not entitled to vacation time.

**Leaves**

All leave benefits are pro-rated for part-time employees based on the hours that the employee is regularly scheduled to work compared to full-time normal work hours for the particular position.

**Sick Leave**

Employees shall be eligible for eight (8) days of sick leave per year accumulative to a maximum of ninety (90) days. The eight (8) sick days will be fronted at the beginning of the school year for those no longer on their probationary period. For those employees on their probationary period, eight (8) days will not be granted until the employee completes their initial six (6) months of employment. The employer may take necessary actions including, but not limited to, requesting a doctor's note in the event the employee is suspected of abusing sick leave. Any abuse of sick leave will warrant discipline. Employees need to make every effort to schedule medical appointments outside their scheduled work day.

Employees may use up to eight (8) days of accumulated sick leave in any twelve (12) month period for the care of immediate family members. (Spouse, children or parent).

**Sick Leave Bank**

The sick leave bank is designed to assist transportation staff who experience a serious and extended non work-related illness or injury. It is not intended for elective surgery that could be performed outside the school year; for pregnancy and childbirth (unless medically necessary); or for illness or injury to family members. It is intended to serve those staff who have used their accumulated sick leave and who anticipate a long-term absence. Participation in the sick bank is open to all transportation staff. Participation in the sick bank is optional. Any eligible transportation staff who wishes to participate in the sick bank must contribute one (1) sick day in the first payroll of every school year. The sick bank shall be administered by the Superintendent and the Superintendent's decision will be final. Sick bank days contributed each year shall be added to the bank, but no more than 360 hours shall be carried over from one contract year to the next. In order to withdraw days from the sick bank, a transportation staff must have exhausted his/her personal sick leave. A transportation staff requesting days from the sick bank shall apply in writing to the Superintendent. The request must be

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accompanied with specific medical documentation from a health care provider detailing the nature of the illness or injury; the anticipated length of absence and the anticipated return to work date.

The Superintendent has the discretion to request additional medical documentation if needed to act upon the request. A transportation staff is eligible to receive no more than fifteen (15) sick bank days each school year, except that a transportation staff may apply for up to fifteen (15) additional sick bank days in extraordinary circumstances. A transportation staff may access the bank no more than twice in any five- year period. Transportation staff who cancel their membership in the bank will not be reimbursed for days donated.

**Earned Paid Leave**

All transportation employees: full-time, part-time, temporary, per diem, will accrue one (1) hour of Earned Paid Leave for every 40 hours worked, not to exceed 40 hours between September to August of each school year.

Earned Paid Leave can be used for any reason such as an emergency, illness, sudden necessity, planned vacation, etc. Employees must notify the Transportation Director or Superintendent as soon as practicable if the use of Earned Paid Leave is for an emergency, illness, or sudden necessity.

Employees are required to give up to four (4) weeks advance notice to use Earned Paid Leave for any reason other than an emergency, illness, or sudden necessity. Earned Paid Leave cannot be used before or after a holiday or vacation period. Only one transportation employee can be out on Earned Paid Leave on the same day, first employee to submit the written request has priority.

Employees cannot use more than three (3) consecutive days of Earned Paid Leave days at one time. If Earned Paid Leave is used for sickness and there is a suspicion of misuse, RSU 16 may require the employee to provide a doctor's note. All Earned Paid Leave will run concurrent with any authorized FMLA leave when FMLA is approved.

All transportation employees will receive forty (40) hours of Earned Paid Leave at the beginning of the school year (front-load accrual). Earned Paid Leave will not be paid out upon termination or resignation, but will be reinstated if the employee returns within one year.

Employees can use no more than 40 hours in any defined year. New employees must wait 120-days before they can use their accrued Earned Paid Leave.

**Unpaid Leave**

An employee may request an unpaid leave for a period up to one (1) year for good reason shown. Any such request must be made in writing to the Superintendent and is subject to approval by the employer, whose decision is final. Requests should be submitted at least sixty (60) working days prior to the requested start of the leave, except in an emergency.

**Legal Proceedings/Jury Duty Leave**

Employees shall be granted leave for jury duty. Employees must turn over their jury duty pass (less expenses, including mileage). If an employee is released from jury duty during work hours, they are expected to contact the Transportation Director and return to work if required. Employees shall be granted leave with pay for any legal proceedings when RSU 16 required the employee to attend.

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**Bereavement Leave**

All employees shall receive full pay (straight time) for each school day of absence due to death in the immediate family not to exceed a total of five (5) days per contract year. Immediate family shall be regarded as spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, in-law, step-relationships, or significant other. Any additional days for bereavement may be granted at the discretion of the Superintendent and shall be taken from available Earned Paid Leave or will be unpaid leave.

**Health Insurance**

Eligible employees may elect coverage under a health insurance plan through the Maine Education Association Benefits Trust (Standard, Choice Plus, Standard 500, or Standard 1000). The employer will contribute to the cost of the premium for the selected plan, as set forth below. Employees who select a plan other than the Choice Plus plan shall pay any excess cost. In no event will the employer pay more than the actual cost of monthly premiums for the plan selected. Part-time employees: RSU 16 shall pay pro-rated insurance benefits based upon the employee's regularly scheduled hours compared to full-time. For purposes of this provision, full-time means at least thirty (30) hours per week, and those employees will receive the full amount of the employer's health insurance contribution.

Employees who work twenty-five (25) to twenty-nine (29) hours per week will receive a pro-rated contribution from the employer. Employees who work under twenty-five (25) hours per week are not eligible for any health insurance contribution from the employer.

Full-time employees: RSU 16 shall pay 88% of the MEA Benefits Trust Choice Plus Single and Adult with child premium, 84% of the two Adult premium, and 82% of the Family premium.

If an employee's spouse or domestic partner has access to health insurance through another employer, they will not be eligible for insurance benefits paid by RSU 16. To obtain coverage for a spouse, the employee must provide proof that their spouse is not covered by another employer's insurance plan.

If both spouses are employed by RSU 16, they will pay five percent (5%) of health insurance coverage selected, but they must select the lowest cost option available (i.e., if two (2) single plans are less expensive than the two-adult plan, they will take two (2) single plans).

Employees are eligible to participate in the RSU 16 dental plan at their own expense.

Full-time employees who provide written proof that they are covered by another employer's ACA-compliant health insurance plan for an entire work year will be eligible to receive \$1,100 in lieu of coverage under any health insurance plan provided by RSU 16 for the 2020-2021 school year and \$2,100 for 2021-2022 and 2022-2023 school years. Upon approval, the amount will be paid in two installments – the first payroll in December and the first payroll in June.

**Uniforms**

If uniforms are required to perform the employee's work, the employer will purchase the necessary uniforms.

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**Employees Rights**

- A. Whenever an employee is called before the Superintendent concerning any matter that would lead to an employee's non-continuation in a position of employment, the employee shall receive notice (when practical) of the reason(s) for such meeting and the employee shall be entitled to have another employee as a witness in the meeting.
- B. A non-probationary employee who is discharged or suspended will be provided written notice with the reason(s) for discharge or suspension.
- C. All travel required by RSU 16 in the employee's personal vehicle will be reimbursed at the Federal Mileage Rate. Upon completion of the mileage report, the RSU 16 shall reimburse the employee through the accounts payable office when the next warrant is issued.
- D. An employee who has completed the probationary period without incident shall be given employment on a continuing basis; however, an employee may be terminated for just cause at any time by the Superintendent when circumstances arise that makes such termination necessary. For the purposes of this Work Agreement, circumstances necessitating termination shall include, but are not limited to, budgetary restrictions, incompetence, insubordination, physical or mental incapacity, unprofessional conduct impairing seriously the continued usefulness or ability of the employee to perform the duties of the position, or any failure to perform any agreement, duty or responsibility that is specifically identified or implied.

**Seniority/Reduction in Force**

Seniority is defined as continuous service with Regional School Unit 16 (or the predecessor school units (Poland, Minot or Mechanic Falls). It shall be determined and calculated from the employee's most recent date of hire in their position.

If the employer determines that it is necessary for any reason to eliminate any positions and terminate any employee's employment or reduce hours, it shall:

- A. Notify the employee(s) that are affected and that it has been determined that a reduction in the workforce or hours are necessary.
- B. Any affected employee whose employment is to be terminated will be given at least (10) ten working days' advance notice.
- C. The employees whose employment will be affected will be selected on the basis of qualifications and seniority. Qualifications may include, but are not limited to, evidence of training in the position, evaluations, and current licenses for the position. The most qualified employees will be retained in the event of a reduction in force. If all employees are equally qualified, as determined solely by the Superintendent and Director, the least senior qualified employee will not be retained. An employee will not be laid off if they choose to displace a less senior employee in a lower classification (a bus driver to a van driver or monitor or a van driver to a monitor). The displacing employee will have the same wages and hours as the displaced employee.
- D. For up to two years from the notice of termination, an employee who is not retained will be eligible for recall if the position that was eliminated is reinstated. If multiple employees have recall rights to the same position, they will be recalled in reverse order of layoff. Recall rights will expire during the two years if the employee accepts another job or refuses or does not respond to a recall opportunity. It is the employee's obligation to keep the Director informed of the employee's contact information during their recall period.

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**Job Descriptions**

Each employee shall be provided with a written job description which describes their job responsibilities at the date of hire.

**Transfers**

An employee who is involuntarily transferred to a different route shall be notified by the Transportation Director at least ten (10) working days in advance, except in an emergency. The employee may request a meeting with the Superintendent to discuss the involuntary transfer.

An employee who wishes a change of assignment may make such request in writing to the Transportation Director, including the specific assignment and/or route desired with an appropriate justification.

It is understood that decisions about employee assignments and transfers will ultimately be made by the administration, and such decisions are final and not subject to grievance.

**Training and Professional Development**

If an employee obtains approval, or is required by the Transportation Director, to attend a training event, they shall be compensated at their normal rate of pay for their attendance at the event during the timeframe of their normal work day, but not the time the employee would have spent commuting to/from work that day.

If an employee requests to attend a training event, they must submit a request form for approval to the Transportation Director at least twenty (20) working days prior to the event.

No request will be considered unless the training relates directly to the job that the employee is currently employed to perform.

**Professional Expectations**

The employer expects that employees will be professional at all times on the job and on, or in, school property. By way of example, employees shall:

1. Act as a suitable role model for students at all times in their behavior, actions and appearance;
2. Demonstrate a professional relationship with students, staff, and community;
3. Perform their duties with patience, dependability, responsibility, and a positive attitude which contributes to a successful school environment;
4. Demonstrate the ability to work cooperatively as part of a collaborative team with strong interpersonal skills;
5. Demonstrate appropriate, caring, and effective student supervisory skills; and
6. Maintain knowledge of the school operations appropriate to the particular job assignment.

**Management rights**

A. The employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it that are not specifically limited in writing by this Agreement. Such rights include, but are not limited to, the:

1. Right to Hire;



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- 2. Right to Evaluate;
  - 3. Right to Promote;
  - 4. Right to Discharge;
  - 5. Right to Discipline;
  - 6. Right to Layoff and recall employees;
  - 7. Right to maintain discipline and efficiency;
  - 8. Right to, without limitation, set and maintain hiring standards for new employees;
  - 9. Right to determine and implement all matters pertaining to any services to be furnished, including methods, procedures and means required to provide such services;
  - 10. Right to sub-contract work or transportation services;
  - 11. Right to assign work to employees as needed;
  - 12. Right to direct and control operations;
  - 13. Right to discontinue, combine or reorganize any transportation services or any part of all the transportation operations;
  - 14. Right to direct the work force;
  - 15. Right to assign work in a reasonable manner in the interest of efficiency of transportation operations;
  - 16. Right to study and use improved operating methods and technology or equipment as needed;
  - 17. Right to determine the size of the work force and increase or decrease its size, (including opening and closing school buildings and changing or eliminating bus routes, runs, or trips);
  - 18. Right to schedule hours of work;
  - 19. Right to establish work schedules;
  - 20. Right to select employees for promotion or transfer to supervisory or other positions, and to determine the qualifications and competency of employees to perform available work; and
  - 21. Right to, in all respects, carry out the ordinary and customary functions of management.
- B. The employer shall have the right to promulgate and enforce at any time, any written or oral rules, regulations, handbooks, forms, and policies which the employer solely considers necessary and advisable for the safe, effective and efficient operations of the schools of RSU 16.

The employees recognize that volunteer organizations and individuals may perform services in the schools that are a valuable and necessary contribution to the welfare of the students and to the operation of the schools. The employer shall continue to have the right to avail itself of all services of such nature, and the employees shall not interfere in any way with the activities or duties of any such volunteer organization or workers.

C. A failure to exercise any function reserved to the employer shall not be deemed a waiver of its right to exercise such function.

**Duration**

This Work Agreement shall become effective January 1, 2021, and shall continue in full force until June 30, 2023.

By: Kenneth J. Healey  
Kenneth J. Healey, Superintendent

12-21-20  
Date

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**APPENDIX A**

**WAGE SCALE FOR MONITORS**

	<b>\$1 + 5%</b>	<b>4%</b>	<b>3.5%</b>
	<b>January 1, 2021 Hourly Rate</b>	<b>July 1, 2021 Hourly Rate</b>	<b>July 1, 2022 Hourly Rate</b>
0-2 years	<b>\$13.65</b>	<b>\$14.20</b>	<b>\$14.69</b>
3-5 years	<b>\$14.82</b>	<b>\$15.41</b>	<b>\$15.95</b>
6+ years	<b>\$15.44</b>	<b>\$16.05</b>	<b>\$16.61</b>

**WAGE SCALE FOR VAN DRIVERS**

	<b>\$1 + 5%</b>	<b>4%</b>	<b>3.5%</b>
	<b>January 1, 2021 Hourly Rate</b>	<b>July 1, 2021 Hourly Rate</b>	<b>July 1, 2022 Hourly Rate</b>
0-2 years	<b>\$15.83</b>	<b>\$16.47</b>	<b>\$17.04</b>
3-5 years	<b>\$17.00</b>	<b>\$17.68</b>	<b>\$18.30</b>
6+ years	<b>\$17.62</b>	<b>\$18.32</b>	<b>\$18.97</b>

**WAGE SCALE FOR BUS DRIVERS**

	<b>\$1 + 5%</b>	<b>4%</b>	<b>3.5%</b>
	<b>January 1, 2021 Hourly Rate</b>	<b>July 1, 2021 Hourly Rate</b>	<b>July 1, 2022 Hourly Rate</b>
0-2 years	<b>\$18.10</b>	<b>\$18.83</b>	<b>\$19.48</b>
3-5 years	<b>\$19.24</b>	<b>\$20.01</b>	<b>\$20.71</b>
6+ years	<b>\$20.12</b>	<b>\$20.92</b>	<b>\$21.66</b>