

APPROVED  
1/2020

**Agreement Between**

**REGIONAL SCHOOL UNIT NO. 73 (RSU 73)**

**AND**

**TEAMSTERS LOCAL UNION NO. 340**

July 1, 2020 through June 30, 2023

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## **ARTICLE 1 - RECOGNITION**

The Board hereby recognizes the Teamsters Local Union No. 340 ("Union") as the sole and exclusive bargaining agent, as defined in 26 M.R.S.A. §962(2), for a bargaining unit composed of bus driver/custodians (who must have a current CDL Bus License with an "S" endorsement at all times and attend two (2) days of annual mandatory training as defined by the State of Maine and the RSU 73 Board of Directors to remain employed), but **excluding** the transportation director, the facilities/maintenance director and employees employed for less than six months and temporary, seasonal and on-call employees.

A six (6) month probationary period shall apply to a newly hired employee (at the end of this probationary period all new employees will have earned a CDL Bus License with an "S" endorsement or be dismissed). During such a six (6) month probationary period, an employee may be discharged at any time without recourse to the Grievance Process.

## **ARTICLE 2 - GRIEVANCE PROCEDURE**

### A. Purpose

1. The purpose of this procedure is to secure, at the lowest level, solutions to disagreements or disputes over the meaning or application of this Agreement. Both parties agree that the grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Both parties shall provide all known relevant information necessary to all parties involved at each step in order that all parties involved can make informed decisions.
2. Nothing herein contained shall be construed as limiting the right of any bus driver or custodian having a grievance to discuss the matter informally with their supervising administrator, and having this grievance without the intervention of the Union, provided the readjustment is not inconsistent with the terms of this Agreement. The Union shall be given a reasonable opportunity to be present at any meeting of the parties called for the resolution of such grievances. If a readjustment is made the supervising administrator will notify the shop steward.

### B. Definition

1. **Grievance:** A grievance is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
2. **Grievant:** A grievant is any employee, a group of employees, or the Union making a grievance claim.
3. **Days:** Days shall mean school days and summer workdays exclusive of Saturdays, Sundays, legal holidays, and storm days.

### C. Time Limits

1. A formal grievance to be considered under this Article must be filed within thirty (30) days of the date the grievant knew of the occurrence of the event or condition giving rise to the grievance.
2. The number of days in any part of this Article may be changed by written mutual agreement.

#### D. Informal Procedure

1. If a bus driver/custodian feels that he/she may have a grievance, he/she must first discuss the matter with his/her supervisory administrator in an effort to resolve the problem informally. In order to clarify the nature of the concern, the grievant shall inform the supervisory administrator that he/she is presenting an informal grievance. If the grievance is not a result of a decision or action of the supervisory administrator, such informal procedure shall be initiated at Level II.
2. The bus driver/custodian shall have the right to have representation from the Union to assist him/her in efforts to resolve the problem informally.

#### E. Formal Procedure

##### 1. Level One - Supervisory Administrator

- a. If a grievant is not satisfied with the outcome of the informal procedure, he/she may present his/her claim as a formal grievance in writing to the Shop Steward.
- b. The supervisory administrator shall, within five (5) days after the receipt of the written grievance, from the shop steward, render his/her decision and the reasons therefore in writing to the grievant, with a copy to the Shop Steward.

##### 2. Level Two - Superintendent of Schools

- a. If the grievant/union is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after the decision, file his/her written grievance with the Superintendent of Schools.
- b. The Superintendent shall, within ten (10) days after receipt of the appeal, meet with the grievant for the purpose of resolving the grievance.
- c. The Superintendent shall, within five (5) days after the meeting, render his/her decision and the reasons therefore in writing to the grievant, with a copy to the Shop Steward.

##### 3. Level Three - School Board

- a. If the grievant/union is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within ten (10) days after the decision, file his/her grievance with the Chairperson of the School Board.
- b. The Board shall, not later than the next monthly meeting after receipt of the appeal, meet with the aggrieved person for the purpose of reviewing the grievance.
- c. The Board shall, within five (5) days after such meeting, render its decision and the reasons therefore in writing to the grievant, with a copy to the Shop Steward.

#### 4. Level Four - Impartial Arbitration

- a. If the Union is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the receipt of the Board's decision, request in writing to the Superintendent, that the grievance be submitted to the Maine Board of Arbitration and conciliation.
- b. The arbitrator selected shall confer promptly with the representatives of the Board and representatives of the Union to schedule the arbitration hearing.
- c. The arbitrator shall render his/her decision in writing to the parties within thirty (30) days of the hearing, setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision that violated the law or the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Union within thirty (30) days after final arguments are submitted and shall be final and binding on the parties.
- d. The costs of the services of the arbitrator shall be borne equally by the Board and the Union.
- e. Rights of bus drivers/custodian to Representation
  - i. There shall be no reprisals against any participant in the grievance process.
  - ii. A grievant must be represented at all levels of the formal grievance procedure by the Union and/or legal counsel.
- f. Miscellaneous
  - i. Forms for filing and processing grievances shall be prepared by the Superintendent with the approval of the Union, and made available to the Shop Steward so as to facilitate the operation of the grievance procedure.
  - ii. All meetings conducted pursuant to this Article shall be conducted in private or in executive session, except as mutually agreed otherwise by the parties.

### **ARTICLE 3 - DUES DEDUCTION**

The Board agrees to deduct from salaries money for the Union dues and initiation fees upon receipt of written authorization from members of the bargaining unit. The amounts to be deducted shall be certified to the Board by the Union. All dues and initiation fees shall be remitted to the Union by the 15th of the following month in which deductions were made.

Dues deductions for new employees shall begin on the first payroll after their initial employment, and only after submission/receipt of a written authorization from the employee of the bargaining unit.

## **ARTICLE 4 - UNION SECURITY**

Membership in the Union is not compulsory. Employees may have the right to join, not to join, maintain, or drop their membership in the local Union as they see fit.

Neither party shall exert any pressure on, or discriminate against, any employee in regard to such matters.

The Union shall defend, indemnify, and save the Board, its agents, employees and representatives harmless against any and all claims, demands, suits, grievances or other liabilities (including, but not limited to, attorneys' fees incurred by the Board) that arise out of or by reason of actions taken by the Board or any other person pursuant to this article.

## **ARTICLE 5 - SICK LEAVE**

Sick leave means the period an employee is absent from work with pay by virtue of being sick or if the employee is disabled because of an accident for which compensation is not payable under Worker's Compensation.

Sick leave days are to be used only for illness or injury, which prevents an employee from performing his/her assigned duties or other responsibilities.

All employees shall accrue one and a quarter (1.25) sick days per month, provided the employee has worked at least five (5) workdays during that month. Such accrual shall accumulate to a maximum of 130 days.

An employee may be required to submit a doctor's certificate verifying the use of sick leave days. The Board will pay the cost of the certificate and reserves the right to send the employee to a Board chosen doctor at Board expense.

When a bus driver/custodian retires with fifteen (15) years or more of service in RSU 73, his/her accumulated unused sick leave shall be paid to him/her at the regular rate of pay for each day of such sick leave. The monetary amount for this benefit is capped at \$3000.

Employees may use up to twenty-five (25) days of earned sick leave per year to care for an ill member of the immediate family: spouse, significant other, step-relation, child, grandchild, or parent in accordance with applicable law. It is understood that each bus driver/custodian will make every effort to schedule non-emergency appointments for medical treatment or diagnosis outside of regular working hours. Waivers to the twenty-five (25) day requirement will be submitted to the Superintendent of Schools for consideration and the decision is not grievable. When an employee has been unable to perform his/her normal work responsibilities for twelve (12) weeks in accordance with Family Medical Leave Act (FMLA) law, from the date of injury or illness, the employee may be terminated from his/her position after a fitness for duty exam has been conducted. As a condition of extended FMLA, at the end of the 12 weeks an employee can be sent to the school district doctor for a fit for duty exam to determine if the employee is still capable of performing the duties of the assigned job or to see if additional healing time would enable the employee to return to full duty. The Superintendent may require additional fit for duty exams to monitor the employee's progress. Any termination under this paragraph shall not be considered disciplinary in any way

Employees can earn an additional 2 days of pay, if no sick leave time is used during a contract year. Employees can earn an additional day of pay, if only one day of sick leave time is used during a contract year.

## **ARTICLE 6 - BEREAVEMENT LEAVE**

A bus driver/custodian will receive full pay (straight time) for each school day of absence due to a death in the immediate family not to exceed a total of (10) ten days per contract year. Immediate family shall be regarded as spouse, child, parent, sibling, grandparent, grandchild, nephew, in-law, step-relationships, or significant other. Exceptions to this shall be brought to the Superintendent.

One (1) day shall be granted upon request for the death of a close family friend (limited to the availability of substitute bus drivers)

## **ARTICLE 7 - JURY DUTY**

Employees shall be granted a leave of absence any time they are required to report for jury duty or jury services.

Upon presentation of an official statement of jury pay received, the employee shall be paid the difference between any jury duty compensation and their regular wages for each day of jury service provided lost time falls within the work week of the employee.

Employees excused from jury duty during normal work hours shall report back to their places of employment promptly.

## **ARTICLE 8 - VACATION**

Any newly hired employees (bus driver/custodians) shall be entitled to no vacation days during the first year of employment. Only one employee may be on vacation while school is in session. Vacations should be scheduled during the summer break or when school is not in session. Requests for vacation must be submitted in writing to the supervisor by July 1, for summer months and (four weeks prior to date requested) during the school year.

After one (1) year of employment with RSU 73 all employees who are covered by the recognition clause, shall be granted five (5) vacation days.

At three (3) years of employment with RSU 73, ten (10) vacation days shall be granted.

At nine (9) years of employment with RSU 73, fifteen (15) vacation days shall be granted.

At fifteen (15) years of employment with RSU 73, twenty (20) vacation days shall be granted.

Payment during vacations shall be at straight time.

Vacation accrued per the years of employment outlined in this Article must be used during the year of entitlement. If the vacation days are not used during the year of entitlement, they cannot be carried forward to the next year.

Vacation time shall be prorated based on an employee's date of hire. Employees shall receive their annual vacation time on July 1. For any employee hired after July 1, 2020, vacation time shall be based on an employee's date of hire.

**ARTICLE 9 - GROUP LIFE AND DISABILITY INSURANCE**

All employees presently covered shall be provided with \$15,000 of Group Life and Disability Insurance coverage at the Board's expense.

Short-term disability insurance benefit payment to be paid at \$200 dollars per week. Disability insurance of any kind afforded to the employee shall not be used to net the employee a greater amount of compensation than the normal workweek would have provided the employee.

**ARTICLE 10 - HOLIDAYS**

All employees shall be paid for the following holidays:

a. Paid holidays listed are as follows:

Independence Day	Christmas Day (2 days)
Labor Day	New Year's Day
Indigenous People's Day	Martin Luther King Jr. Day
Veteran's Day	President's Day
Thanksgiving Day	Patriots Day
Day After Thanksgiving	Memorial Day

b. Holiday pay shall be at straight time.

c. Employees who are not 52 weeks a year employees will not be paid for Independence Day.

1. If a non- 52 weeks a year employee works 15 or more days in the summer they will receive an extra day's pay in lieu of being paid for Independence Day at the end of the summer.

d. If a holiday 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.



**ARTICLE 11 - HOURS OF WORK**

Based on present practice the number of hours of work are:

- a. Bus drivers and custodians: eight (8) hours per day (except for Brian Shink who will work nine (9) hours per day).
- b. Part-time bus drivers: Hours of work vary as to the nature of work. The workday will be determined by the Superintendent of Schools and/or supervisor.
- c. Any hours worked in excess of forty (40) hours per week will be paid at a rate of one and one-half (1 2) times the employee's regular hourly rate.
- d. Summer hours and days without students typically shall be 6:00 AM - 2:30 PM. These work hours may be adjusted by the Administrative Supervisor, to four (4) ten (10) hour workdays when the workload dictates and is consistent with the district workload and needs.
- e. Employees called in to work while off duty shall be paid for a minimum of two (2) hours.

**ARTICLE 12 - SALARIES**

a. Salaries

- I. (\$20.90) per hour effective July 1, 2020- June 30, 2021. 2.64%
- Ii. (\$21.45) per hour effective July 1, 2021- June 30, 2022. 2.57%
- Iii. (\$22.05) per hour effective July 1, 2022- June 20, 2023. 2.8%

i. All new employees covered by this agreement shall serve a six-month probationary period.

- ii. There shall be a per hour night differential (Any custodial time worked after 2pm)

\$ .30	July 1, 2020-June 30,2021.
\$ .35	July 1, 2021- June 30,2022
\$ .40	July 1, 2022- June, 30, 2023

b. Extra Trips

- i. Extra trips are bus trips other than the normally scheduled busing of students to and from their regular school program. Extra trips include but are not limited to co/extra-curricular activities and field trips.
- ii. Extra trips scheduled Monday through Friday on official school days will first be assigned to the regular special trip driver selected by the Director of Transportation as long as the driver does not exceed 40 hours for the week in any job capacity within RSU # 73.

- iii. If the regular special trip driver has already been assigned to an extra trip at the same time, or is otherwise unavailable ( see Article 12b section ii), extra trips will next be assigned as follows:
  - 1. Extra trips that leave before noon Monday through Friday will be assigned to day bus drivers (20, 25, 30 hour employees) on a rotating basis. Extra trips leaving after noontime Monday through Friday will be assigned to all certified bus drivers on a rotating basis. All weekend extra trips will be drawn from the on-going rotation list. Substitute bus drivers may be used only when no regular bus driver/custodian is available for the extra trip.
- iv. Short trips of 25 miles or less one way or 50 miles round trip may be driven by the Transportation Director or any bargaining unit driver designated by the Transportation Director.
- v. Teachers will not drive buses for student transportation.
- vi. All 20, 25, and 30-hour employees shall be on the rotation list for day trips.
- vii. Drivers on extra school bus trips during mealtime shall be reimbursed up to \$9.00 for breakfast and \$9.00 for lunch and up to \$9.00 for supper dinner when receipts for such meals are presented to the Superintendent of Schools. Meals can only be purchased between the authorized driving hours for each specific trip. This benefit is provided to feed only the authorized bus driver and no one else.
- viii. In the event a van is used for the purpose of providing student transportation for five (5) or fewer passengers, the Board has the right to assign a non-bargaining unit member to operate the van.
- ix. No employee is authorized to use a tobacco product while on duty (during paid time), or while on any school bus or any school property. Employees who are on their contractual meal break must leave school property in order to use a tobacco product.

c. Supplemental Salary Provisions

- i. All employees shall be paid only for days, which they work unless otherwise stated in the Agreement.
- ii. Employees who are authorized, or requested to attend schools of instruction, or conferences shall be paid according to the hourly rate of pay in the pay scale for a **normal days work**.
- iii. RSU 73 will pay the cost of any required certification. Employees will be required to pay for fingerprinting.

### **ARTICLE 13 - MISCELLANEOUS PROVISIONS**

The Board reserves the right to determine when overtime will be worked. Work activities such as extra bus trips shall be voluntary and will be on a rotating basis. If no qualified volunteers are available, the Board may make the assignment or bring in substitute drivers.

Employees who have received permission to use their personal vehicles for job related functions shall be reimbursed at the rate established by the IRS (business rate).

In the event any article, section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specifically specified by the court's decision, and upon issuance of such decision.

The Board and the Union agree that they shall not discriminate against any employee on account of race, creed, color, disability, national origin, sex, age, political beliefs, marital status or affiliations.

Any part-time employee who is temporarily assigned to a full-time position shall be entitled to the benefits of a regular full-time employee after 60 workdays in the full-time position and for the duration of the full-time assignment. Temporary employees assigned to a full-time position shall be entitled to the benefits of a regular full-time employee after six (6) consecutive months and for the duration of the full-time assignment.

Layoff and recall shall be based upon seniority and qualification.

Any bus driver/ custodian on a committee that an administrator requires him/her to attend and that takes place outside of his/her regular work hours will receive \$25 per meeting.

### **ARTICLE 14 - HEALTH INSURANCE**

Employees must work thirty (30) hours, or more to be eligible for health insurance coverage, in compliance with the Affordable Care Act (ACA) law.

- a. Employer contributions under this agreement are limited to the Choice Plus Plan or comparable plan. The following employee health insurance contributions will be effective for 2020-2023.

	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
Single	18.25%	18.5%	18.75%
Adult w/ child	18.25%	18.5%	18.75%
2-person	18.25%	18.5%	18.75%
Family	18.25%	18.5%	18.75%

- b. Upon retirement, an employee may continue coverage in the group plan at his/her own cost as allowed by the carrier. It is the sole responsibility for the employee to enroll in the plan.
- c. The Board will make available a Section 125 plan for employee contributions to health insurance premiums. It is the sole responsibility for the employee to enroll in the plan.
- d. Any employee who is eligible and opts out of the District Health Care plan will receive a monthly cash in lieu payment of \$400.00 (12 months for twelve month workers and 10 months for ten-month workers). Employees who apply for payment in lieu of health insurance must provide documentation that they are currently covered by health insurance in order to be eligible. If they are not covered by another major medical health insurance plan, he/she is not eligible for payment in lieu of the health insurance coverage provided by RSU 73. If an employee is covered by a spouse's RSU 73 health insurance plan, they are not eligible for the cash in lieu provision of this contract.
- e. Dental Expense Reimbursement Plan: For the duration of this agreement, Dental insurance coverage will be provided by RSU 73 at eighty-five (85%) of the Delta Dental rate. Employees will be responsible to pay fifteen percent (15%) of the Delta Dental rate.

**ARTICLE 15 - BULLETIN BOARDS**

RSU 73 agrees to provide suitable space for and maintain a bulletin board in each work location.

**ARTICLE 16 - UNIFORMS**

If uniforms are required to perform bus driver/custodian duties the Board will purchase the necessary uniforms. Upon submission of a valid receipt, bargaining unit members shall be provided with a yearly stipend not to exceed \$200 for work related clothing and footwear, to be used in the performance of their duties.

**ARTICLE 17 - EMPLOYEES RIGHTS**

The Board and the Union agree that they shall not discriminate against any employee on the basis of race, creed, color, national origin, sex, sexual orientation, age, marital status religion, or protected disabilities.

No non-probationary employee shall be reprimanded, reduced in rank, disciplined, suspended, or discharged without just cause (misconduct or negligence on the non-probationary employee's part) in compliance with Board policy.

The Board agrees that it will follow the Board policy for discipline for minor offenses prior to effecting discharge or suspension. Any suspension of a bus driver or custodian pending the completion of an investigation will be with pay.

Whenever an employee is called before the Superintendent or the Board concerning any matter that would lead to an employee's non-continuation in a position of employment, the employee shall receive written notice of the reason(s) for such meetings, and the employee shall be entitled to have a Union representative present for advice.

A non-probationary employee who is discharged or suspended will be provided written notice with the reason(s) for discharge, suspension, or change in employment status.

The Shop Steward and Assistant Shop Steward shall have one (1) Union business day with pay per work year.

### **ARTICLE 18 – SENIORITY**

Seniority is defined as continuous permanent service with RSU 73. It shall be determined and calculated from the employee's date of hire. Seniority rights do not accrue to substitute or "on-call" employees. A full time employee is defined as an employee whose regular scheduled job is a minimum of thirty (30) hours a week and a minimum of 36 weeks (180 days) of employment a year.

### **ARTICLE 19 - LAYOFFS**

If the Board determines that it is necessary for any reason to reduce the workforce of the employees, it shall:

- a. Notify the Union that it has determined that reductions in the workforce are necessary and into which classification category or categories the reductions shall fall.
- b. Notify the employee(s) that are affected. Affected employee(s) will be determined based on seniority and job qualification.
- c. Any employee whose position is to be terminated will first be offered any vacant position in the classification categories for which he/she is qualified.
- d. Any affected employee whose position is to be terminated will be given at least (10) ten working days advance notice or payment for (10) ten days at his/her standard rate of pay, exclusive of overtime.
- e. Any affected employee whose position has been terminated will be given notification With a copy to the Union, via mail or telephone at the last known address for any vacancies within for which he/she may be qualified within two years of termination. Any rights to be considered for said vacancy will be considered waived if no application is made within ten (10) working days. Any affected person returning to a position with RSU 73 will be returned to their benefit status at the time of the layoff.
- f. It shall be the responsibility of the affected employee to keep their address current.

### **ARTICLE 20 - LEAVES**

Personal Days:

- a. The Board agrees to three (3) personal days. These personal days may be taken on demand on scheduled workdays, when school is not in session; however, reasonable notification to the employee's administrative supervisor is expected. When school is in session days must be approved by the Superintendent. Personal days may not be used prior to a holiday or after a holiday, or prior to a vacation period or after a vacation period unless approved by the Superintendent. Employees can earn an additional 1.5 days of pay, if no personal days are used during a contract year.
- b. Personal days off will be granted by submitting a time away form, and that requires the appropriate administrator's and superintendent's approval, only one (1) person on any given day will be authorized the personal day and the day shall be granted to whoever submits the time away form first.

**Military Leave:**

A bus driver or custodian who is a member of the National Guard or other authorized state military or naval forces, and who is a member of the Army, Marines, Air Force, Coast Guard, or Naval Reserve may be granted temporary leave of absence without a net loss of income during periods of annual training not to exceed seventeen (17) calendar days in any calendar year specified under the National Defense Act or Armed Forces Act of 1952, provided that such bus driver or custodian shall have made every reasonable effort to perform such annual training during the period when school is not in session.

**ARTICLE 21 - PENSION**

Any Bargaining unit member who is excluded from joining the Maine PERS retirement plan offered by RSU 73, will have the option to join a 457(b) deferred compensation plan to be offered by the district.

Participation in the 457(b) deferred compensation plan is voluntary.

Bargaining unit members who are enrolled in the Maine PERS retirement plan may participate in a 457(b) deferred compensation plan, but RSU 73 will not make any contributions to the 457(b).

Bargaining unit members who are not enrolled in the Maine PERS plan offered by RSU 73 may participate in the 457(b) plan and the School district will contribute fifteen (15) dollars per week to the employee's 457(b) deferred compensation plan.

**ARTICLE 22 - SAFETY AND HEALTH**

The Shop Steward or their designee will be a member of the District Wide Safety Committee.

## **ARTICLE 23 – UNION ACCESS AND RIGHTS**

Whenever any representative of the Union or any bus driver or custodian are mutually scheduled by the parties to participate during working hours in grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay. The Union and its representatives shall have the right to use school buildings at reasonable hours for meetings. The Principal or appropriate administrator of the building in question may approve the part of the building that is requested for use upon being notified five (5) days in advance of the time and place requested, provided that this does not interfere with any scheduled activities,

The Union shall have the right to use interschool mail facilities, e-mail, and school mailboxes.

The Union shall have the right to use school facilities and equipment, other than administrative office equipment and supplies, including copy machines, computers, and all types of audio visual equipment at reasonable times when such equipment is not otherwise in use.

## **ARTICLE 24 – STEWARD**

The Board recognizes the right of the Union to designate a Steward or an Alternate. The authority of Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- b. The collection of dues when authorized by appropriate Local Union action.
- c. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information.
- d. Have been reduced to writing, or if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the employers business.
- e. Stewards shall be permitted to investigate, present and process grievances on or off the property of the employer, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and or weekly overtime.
- f. Stewards shall be allowed sufficient time off without loss of time or pay, to represent the Union in all negotiations with the employer concerning collective bargaining.

## **ARTICLE 25 - MAINTENANCE OF STANDARDS**

Section 1. (Protection of Conditions) The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest 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.

## **ARTICLE 26 - MANAGEMENT RIGHTS**

The Employer retains all rights and authority to manage and direct its employees, except as otherwise specified in this Agreement:

- a. The Union recognizes the right of the Board to operate and manage the RSU #73 schools to the full extent authorized by the Laws of the State of Maine unless specifically provided for by provisions of this Agreement.
- b. No Board right, function, prerogative, or discretion shall be deemed waived or modified unless the waiver or modification is in writing and signed by the Board and the Association.
- c. The Board reserves the right to the following:
  - i. to determine and implement educational policies;
  - ii. to direct employees and to assign work;
  - iii. to determine student programs, services, curriculum, and all other necessary functions customarily associated with the safe, efficient, and productive operations of the school;
  - iv. to determine employee qualifications;
  - v. to establish and require the maintenance of discipline, order, and efficiency;
  - vi. to evaluate competency and performance;
  - vii. to hire, transfer, and promote;
  - viii. to establish and publish policies, information, and directives;
  - ix. to administer, regulate, determine and re-determine policies, methods, procedures and conditions related to work standards, staffing, training, operations, service, and maintenance;
  - x. to determine the number and location of all facilities of the schools and whether the whole or any part of its operations shall continue to operate;
  - xi. to reduce the hours and to lay off employees due to changes in local conditions and to recall employees;
  - xii. to determine and re-determine job content;
  - xiii. to establish, reduce, alter combine or discontinue any job classification, department, operation or service, or portion thereof;
  - xiv. to discharge, dismiss, suspend, or otherwise discipline employees;
  - xv. to publish and provide information;
  - xvi. to determine the overall goals and objectives as well as policies affecting the educational program; and
  - xvii. to enforce all rules relating to any and all of its rights, functions, and prerogatives. and discretions.
- d. All disciplinary actions including reprimands, suspensions, demotions and discharges shall be for just cause
- e. The following violations are examples that may constitute just cause for immediate discharge (please note that the list below are only examples, and it is not an all-inclusive list, other serious violations may also constitute just cause):
  - i. Possession, use or under the influence of drugs or alcohol, while on duty, except as prescribed by a physician.
  - ii. Deliberate smoking while on school property or on duty (including on a school bus).
  - iii. Deliberate destruction or removal of school property.
  - iv. Giving or taking a bribe as an inducement to obtain work or retain a position.
  - v. Deliberate neglect of duty. 6. Deliberate sleeping on duty.
  - vi. Criminal conviction of State or Federal law.
  - vii. Repeated or serious violations of district rules and policies.
  - viii. Time card falsification.
  - ix. Creating a hostile work environment.
  - x. Insubordination.
- f. Bus driver/custodian physicals and drug testing will be paid for by RSU 73 and will be conducted by the Board's medical provider of choice.
- g. The Board agrees to make every effort to achieve a relationship that supports cooperation and collegiality with the Union.



**ARTICLE 27 - VACANCIES, TRANSFERS/REASSIGNMENTS**

1. Vacancies:

- A. All bus driver and/or custodian vacancies when they occur in RSU #73 will be advertised, e-mailed to staff and posted in each building and on the RSU #73 website for a minimum of five (5) days prior to the hiring process
- B. These posted vacancies will specify work hours and number of days worked per contract year.
- C. An RSU # 73 bus driver and/or custodian will be interviewed for all vacancies for which he/she has applied.

2. Transfers/reassignments:

- A. A reassignment is defined as moving within the same school or area. A transfer is defined as moving to a different school or area.
- B. Custodians who desire a transfer/reassignment to an open position shall submit a transfer/reassignment request to the maintenance/ facilities director. This request will be shared with the Superintendent.

**ARTICLE 28- DURATION OF CONTRACT**

The terms of this Agreement shall be effective from July 1, 2020 and shall continue in full force and effect until June 30, 2023.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as indicated below. A certification of a majority ratification by both parties shall be attached hereto and made a part hereof.

Teamsters Union Local No. 340

RSU #73 Board of Directors

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Ronald M. Angles R 2/4/20

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Scott Auer 2/4/2020

Wanda M. [Signature] 1-14-2020

Brian Shute 1-14-2020

Ed [Signature] 1-14-20

Dennis [Signature] 1-14-20

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