



CONTRACTUAL AGREEMENT

BETWEEN THE

**PLUM BOROUGH SCHOOL
DISTRICT**

AND THE

**AMALGAMATED TRANSIT
UNION**

DIVISION #1595

EFFECTIVE
AUGUST 1, 2015 through JULY 31, 2020

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PREAMBLE

This Collective Bargaining Agreement is entered into the 19th day of August, 2014 , between the Plum Borough School District, (hereinafter called the "School District"), and the Amalgamated Transit Union, Division #1595 (hereinafter called the "Union"), in accordance with Act 195 of the General Assembly of the Commonwealth of Pennsylvania, dated July 23, 1970.

ARTICLE I - RECOGNITION

The School District recognizes the Amalgamated Transit Union, Division #1595, as the employee organization certified by the Pennsylvania State Labor Relations Board to be the exclusive and sole collective bargaining representative for all full-day and half-day Bus Operators, Aides, and Mechanics.

ARTICLE II – TERM OF CONTRACT

- A. Duration** The term of this Agreement shall begin at 12:00 A.M. on August 1, 2015 and conclude at 12:00 Midnight on July 31, 2020. The School District and the Union may, by a duly executed agreement, provide for the extension of the term to a later expiration date.

Modification This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III – MANAGEMENT RIGHTS

It is recognized that the School District has the exclusive right to manage, control, and direct the work force provided they do not conflict with the provisions of this Agreement. These rights include but are not limited to the right to hire, promote, layoff, suspend, and/or discipline for just cause.

It is further agreed that the School District has the right to establish manpower allocations, devise work schedules, and establish safety rules and regulations that promote the safe and efficient operations of the Plum Borough School District Transportation Department.

ARTICLE IV – JUST CAUSE

Section 1.

- A. The accredited officers who shall conduct all business under the provisions of the Labor Agreement shall be the officers designated by the Amalgamated Transit Union, Local 1595 and such other representatives as may be selected by its Bylaws. The selection must be made from the current seniority list. The Union shall notify the School District in writing of such designation. No employee not so designated shall be recognized or allowed to represent any other employee with respect to the administration of this Agreement.
- B. Business Representatives of the Union shall be permitted at reasonable times to come to the facility or office upon notification to the employer during business hours, for the purpose of ascertaining whether or not this Agreement is being observed by the parties and for the purpose of assisting in the adjustments of complaints or grievances.
- C. The Executive Board Members shall be permitted to investigate grievances and request information that pertains to the grievance and to process the grievances.
- D. The School District shall install bulletin boards to be used exclusively by the Union of such size as is acceptable to the Union and satisfactory to the School District. The bulletin board may not be used for internal or external political purposes; nor may anything be posted that is inflammatory or defamatory in nature.

Section 2.

- A. No employee shall be suspended or dismissed without just cause.
- B. A progressive disciplinary procedure including verbal and written warnings will be utilized whenever possible particularly in cases of excessive absenteeism, violation of company rules and lateness.
- C. In the event of violations of rules or regulations on the part of an employee that results in lost time, the School District will administer discipline within five (5) working days from the date of such violation. Failure by the School District to charge the employee within five (5) working days will deem the charges waived.
- D. When an employee is summoned to answer a charge by the School District a copy denoting the nature of the charge shall be forwarded to the Union. Said copy shall be forwarded to the

Union prior to any meetings regarding alleged charge(s) that may involve time off/or suspension from service (i.e. discipline). Prior to a hearing with the School District, the employee will be made aware of the date and nature of the alleged violation. Prior to any meetings regarding alleged charge(s) that may involve time off and/or suspension from services a copy of said charge(s) shall be provided to the employee. At least twenty four (24) hours prior to any hearings between the School District and the employee, the outcome of which may result in discipline and/or termination, the Union will be given copies of all pertinent evidence that the School District intends to use at the hearing. Upon review of said evidence, the Union may request postponement of the hearing to prepare a defense, provided such an interval is of reasonable length.

Prior to the beginning of any hearing the employee must be advised that he/she has the right to Union representation and ask the employee if he/she requests that a Union official be present at his/her hearing. In the event an employee waives his/her right to Union representation he/she will be required to sign a form stating same.

A Union representative is required when an employee requests such representation. If a Union officer is not available, the hearing should be postponed until a Union representative of the employee's choice is available.

- E. A warning notice herein provided will remain in effect for a period of one (1) year from the date of said warning notice.

Section 3.

If an employee is discharged, she/he will be given a hearing within five (5) working days of such discharge and the employee desires to have the Union Representative present. If the matter cannot be resolved at this hearing the matter will be reduced to writing and referred to Step Two of the grievance procedure.

ARTICLE V – NO STRIKE – NO LOCKOUT

The parties agree to abide faithfully by the provision of the Public Employees Relations Act, hereinafter called the Act. As a condition of the various provisions of this Agreement, the Bargaining Agent agrees and pledges that members of the Bargaining Unit shall not engage in a strike as that term is defined in the Act during the term of this Agreement and the School District agrees and pledges that it will not during the term of this Agreement conduct or cause to be conducted a lockout.

ARTICLE VI – DEFINITIONS

- A. Full Day Driver – A “full-day Driver” is a Driver who bids on and works both an AM and PM bus schedule.
- B. Half Day Driver – A “half-day Driver” is an employee who bids on and works either an AM or PM bus schedule.
- C. Full-Time Mechanics – “A twelve (12) month transportation employee” who works at least five (5) days per week, five (5) to eight (8) hours per day, and fifty-two (52) weeks per year, less authorized days off as otherwise provided in this agreement.
- D. Full Day Aide – An Aide who bids on and works both an AM and PM bus schedule.
- E. Probationary Employees – A “probationary employee” is one who has not completed sixty (60) days on a regular assignment. During the first sixty (60) days of probationary employment, a probationary employee may be dismissed or penalized as determined by the School District.
- F. Management shall mean the Director of Administrative Services, the Transportation Manager, and the School District Superintendent and Designees.
- G. Union shall mean the officers of Amalgamated Transit Union, Division #1595, and shall include the President, Vice President, Financial Secretary, Recording Secretary, and Executive Board.
- H. Day – A day shall mean a calendar day of twenty-four (24) hours, excluding Saturdays, Sundays, and Holidays.
- I. Substitute Driver – A substitute Bus Driver shall be defined herein as any person who is hired as a replacement for a full-time or a regular part-time driver who is on sick leave or other approved leave of absence and who is expected to return to employment. Conditions of employment for a substitute driver are not subject to the Bargaining Agreement.
- J. Overtime – Overtime for Bus Drivers and Aides shall be defined as those hours worked in excess of forty (40) hours per week, and shall be paid at a rate of one and one-half times the base hourly rate.
- K. Standard Day – A Driver’s bid run.

ARTICLE VII – GRIEVANCE PROCEDURE

A grievance shall be defined as a claim by an employee or by the Union that the School District has violated a meaning, interpretation or application of this Labor Agreement. Only an employee covered by the Labor Agreement may file a grievance. The grievance procedure provided herein shall be the sole and exclusive remedy for an alleged grievance and the result achieved through the application of this procedure shall resolve a grievance for all purposes. The following procedure shall apply in all cases.

The specific steps provided for throughout this Article as well as the time limits for each are intended by the parties to be followed strictly in all cases, except where parties shall agree in writing to delete or to add steps or to extend specific time limits.

Failure of the School District to comply with the time limits or written extensions provided in Steps 1, 2, 3, and 4 shall be considered an affirmation of the request contained in the grievance, thus disposing of the grievance.

Failure of the Union to comply with the time limits or written extensions provided in Steps 1, 2, 3, and 4 shall be considered as an acceptance of the last answer given by the School District, thus disposing of the grievance.

It is agreed that these limits may be extended in writing by mutual agreement between the President/Business Agent/or her/his designee and the Transportation Manager or her/his designee at any step in the grievance procedure.

STEP 1. The aggrieved employee along with Union representation shall raise her/his grievance orally with her/his supervisor within five (5) working days of the alleged occurrence. The supervisor shall in turn respond orally within twenty-four (24) hours of the meeting.

STEP 2. If the grievance is not settled within five (5) working days following Step 1, the grievance will be submitted in writing to the Superintendent or designee, who will convene a formal conference with the elected Steward or President/Business Agent or his or her designee and the aggrieved employee within ten (10) days to hear the grievance. The Superintendent will have five (5) days to render a written decision of the meeting. If no satisfactory results follow this, the Superintendent shall submit an answer in writing within five (5) days of the meeting.

STEP 3. If the grievance is not settled at the Step 2 level, the grievance will be submitted to the School Board within three (3) days. The Board Personnel Committee will convene a meeting at which time the employee may be accompanied by the President/Business Agent/or

his/her designee. If no satisfactory result follows from this, the Board will submit an answer in writing within three (3) days of the meeting.

STEP 4. If the School District and the Union fail to settle the grievance within one (1) calendar week following Step 3, either party may within thirty (30) days notify the other of intent to submit the issue to Arbitration.

- A. Upon notice of intent to arbitrate, the School District and the Bargaining Agent shall request the Pennsylvania Bureau of Mediation and Conciliation Service to submit a panel of seven names of suggested arbitrators. The parties shall then select the impartial arbitrator from such list by each party alternately removing one name from the list until only one name remains. The School District shall strike the first name.
- B. Arbitration shall be scheduled as promptly as possible, but in no event later than thirty (30) days after the Arbitrator has been selected.
- C. The decision of the impartial arbitrator shall be final and binding upon both parties.
- D. The Arbitrator shall have no authority to amend, modify, change, add to, or subtract from any provision of the Labor Agreement.
- E. The expense of the impartial arbitrator selected, the general administrative expenses of the Arbitration shall be borne equally by both parties. Each party shall be responsible for payment for time consumed by its representatives.

In the case of a dispute of a general matter as distinguished from a grievance affecting individual employees, any such dispute shall be submitted for consideration directly to Step 1.

Procedural requirements shall be strictly adhered to except technical requirements may be waived in writing in individual cases. The provisions of this section constitute the sole procedure for the processing and settlement of any claim by the employee or Union of a violation of the agreement.

ARTICLE VIII – DUES DEDUCTION

The School District agrees to deduct from all union employees wages and remit to the Secretary-Treasurer of Local 1595, the regular dues of the members of the Union. The Union shall provide, prior to

September 15th of each year an alphabetical list of members to be deducted. New members may be added during the course of the year and the School District shall notify the Union of all new employees covered by this Labor Agreement within thirty (30) days after the hire.

The dues authorization is to be voluntary but once given, it may not be revoked except during the period fifteen (15) days prior to the expiration of this Agreement. The Union agrees to indemnify and save the School District harmless from any and all claims, suits, or other forms of liability arising out of deductions of money for Union dues under this Article.

The School District shall also deduct any assessment on an employee who signs an authorization card authorizing same. This authorization may be included in the authorization for dues deduction. Such deduction for assessments shall be made after the same are duly certified to the School District by the Union's Financial Secretary – Treasurer.

ARTICLE IX – MAINTENANCE OF MEMBERSHIP AND FAIR SHARE FEE

All employees who have joined an employee organization or who will join the organization in the future must remain members for the duration of the collective bargaining agreement with the proviso that any such employee or employees may resign from such employee organization during a period of fifteen (15) days prior to the expiration of any such agreement.

In addition the School District agrees to deduct from each non-member of the bargaining unit a fair share in accordance with applicable legislation currently in effect in the Commonwealth of Pennsylvania upon proper receipt and notification of the fair share amount by the bargaining unit and compliance with the Fair Share Legislation. The bargaining unit agrees to indemnify and save the School District harmless with regard to this provision.

ARTICLE X – EMPLOYEES RIGHTS AND RESPONSIBILITIES

A. Annual Bus Bidding:

1. All bus runs will be selected and bid on the basis of seniority and will include all midday runs.
2. The School District will have the bus schedules completed for the start of the school year and available for Bus Drivers and Aides to review no later than ten (10) working days prior to the opening of any school.

The schedule will consist of a reporting time, a start time, a description of the route and an estimate of the time. This is not a guarantee and the schedule may be changed if required. A period of five (5) days will be provided to examine the bus schedules before the selection of runs begins. The selection procedure will be monitored jointly by the School District and the Union. The selection will be completed at least three (3) days prior to the opening of any school. This selection process will be finalized after the beginning of the year schedule changes are completed with the formal bid in October.

3. The District will endeavor to have the bus schedules completed and available for Bus Drivers and Bus Aides no later than five (5) working days prior to the October 15th formal bid. The schedule will consist of a reporting time, a starting time, a description of the route and an estimate of the time. This is not a guarantee and the schedule may be changed if required. The selection will be monitored jointly by the School District and the Union. The selection process will be completed at least three (3) working days prior to implementing the bid changes.
4. There will be a limited number of bus runs designated as half-day runs. This number shall not exceed 10% of the total runs. These runs will be established by Management at the time of the bid selection process. Management may exceed the 10% of the total runs if these runs cannot be covered with half-day Drivers.
5. In the event that a bid run is reduced, the regularly assigned driver will be permitted to run the route at reduced hours.
6. An operator will be permitted one (1) bid following the October formal bid unless it can be established that a second bid will provide the operator with a greater number of working hours than the bid currently accepted. In this case, the operator will be permitted one (1) additional bid.

B. Open Bus Schedule:

At various times throughout the school year, bus schedules become open through normal operator attrition. In order to

provide an equitable assignment of this open work, the following guidelines will be observed.

1. All open runs during the school year will be put up for bid within twenty-four (24) hours of receipt of a letter of resignation, retirement, etc., provided the time period is inclusive of a working day. This bid shall remain posted two (2) complete working days but not less than forty-eight (48) hours.
2. Bus schedules which become open as a result of an operator's bid for a new bus run will be posted in accordance with provisions set forth in sub-section 1, (above) except that the subsequent runs need only be posted for one (1) working day, but not less than twenty-four (24) hours.
3. Two (2) weeks shall be permitted to clear the roster for the original and subsequent bus schedules and all bus schedules will be changed at that time unless the roster has been cleared in a lesser period in which instance the changes will be instituted three (3) working days after the final bid has been made.
4. An operator will be permitted one (1) bid following the October formal bid unless it can be established that a second bid will provide the operator with a greater number of working hours than the bid currently accepted. In this case, the operator will be permitted one (1) additional bid.
5. The Bumping Procedure may be implemented provided:
 - a. There has been a reduction in the work force.
 - b. An assigned operator's schedule is changed by ½ hour time loss or increased for a period of one week or longer.
 - c. Change of employees status from full-day to half-day.
 - d. The provisions of bumping will not apply during the period between the August assignment and the formal October bid regardless of time gained. However it is understood that in the event there is time lost between the August assignment and the formal October bid the employee will be paid the hours originally bid on.

B. Temporary Bid:

1. All bid work that is open for longer than five (5) days in length due to extended leave of absence of a regular employee will be placed on temporary bid. Upon return of the absent employee, the employee taking the temporary bid will return to her/his previous regular assignment. This procedure will only be implemented to provide an operator with a greater number of working hours than their regular bid. All temporary bids will be posted for twenty-four (24) hours.
2. Temporary placement/assignment of forty five (45) days or less will be posted accordingly. After completion of the forty five (45) day temporary assignment, the awardee will return to his/her previous assignment. A Temporary placement/assignment that extends beyond the original forty five (45) days will then be posted under the Open Bid guidelines that afford the new operator the stipulations that govern Open Bids.

C. Activity Runs:

Activity runs will be bid on a rotation basis only by Drivers who signed posted sheets in August and January. The only exceptions are new operators who may be added upon approval of the Transportation Manager. Any operator who bids and accepts an activity run must be available to drive their regular bid run on the day of the activity run.

1. Activity runs will be bid separately on a rotating basis by seniority on a four (4) week rotation basis; should cancellation occur the operator will forego that run.
2. If additional activity buses are needed these schedules will be awarded to the next available operators on a rotating basis by seniority.
3. Activity runs will be guaranteed a thirty (30) minute minimum payment.
4. In the case of an activity driver cancellation, the replacement activity driver will be taken from an existing displaced activity driver first, by seniority.

D. Field Trips:

Field trips will be bid on a seniority rotation basis. The only exceptions are new operators who will be added upon

approval of the Transportation Manager. Any operator who bids and accepts a field trip must be able to drive his/her regular bid run on the day of the field trip.

1. Field trips must be bid at least fifteen (15) minutes before high school dismissal time of the last working day before the day of the trip, including weekends and holidays.
2. No cancellations permitted except in an emergency.
3. When a Driver cancels their awarded trip, the trip is to be awarded to the next available driver below the start line. The ending trip line does not move.
4. Two (2) cancellations of trips by a Driver within ten (10) working days will result in your name being removed from the Field Trip Roster for a period of thirty (30) working days.
5. When a field trip is cancelled prior to departure, the assigned operator will have the first bid on the next available days trips.
6. In case of two (2) or more cancellations on one day, Drivers who were cancelled will pick trips by seniority starting with the first cancelled driver below the start trip line.
7. Operators whose trips are cancelled at the departure point will be paid thirty (30) minutes and have a pick on the next available days trips.
8. A cancellation of a bus from a multiple bus trip, the last assigned operator is to return. The Driver cancelled at site, will be guaranteed thirty (30) minutes wages and a bid for the next available days trips.
9. Operators whose field trip is cancelled and their own run is available will be assigned their regular run and have a pick for the following day's trip.
10. A cancelled Driver with a first bid for the next day's trip, will be awarded two (2) trips if they would receive a trip in normal rotation and if the times do not overlap.
11. When the time on a field trip is altered, the driver who has been awarded the trip has the option of accepting the trip at the new time or canceling out of the trip with no penalty. This trip will go on the free trip list and the driver will get a pick for the next available days trips.

12. All on duty time will be paid for overnight trips with a minimum of eight (8) hours per day guarantee.
13. Drop and return trips and one way trips will be posted with a minimum two (2) hour guarantee.
14. Trips posted as and awarded as a trip where the driver stays and the driver is then sent back, the driver will be paid for the actual time worked and the Driver will be given a pick for the next available day trips.
15. A free trip list will be posted and free trips will be awarded by seniority. A free trip is a trip called in after 2:00 PM for the following day or a trip called in the day of the trip. If the free trip is cancelled, the cancelled Driver's name will be reinstated on the free trip list.
16. When an operator's field trip is cancelled at the destination, he/she is not entitled to a selection of the next day's field trips. The minimum compensation for any field trip will be one (1) hour or time involved which ever is greater.

E. District Trips:

All extracurricular, field, and athletic trips with a destination within 135 one-way road miles, of the School District Bus Garage to the site of the event, will be accomplished on school vehicles employing personnel from the transportation bargaining unit. This measurement will be established from the School District Bus Garage to the point of destination as determined on MapQuest's fastest route or such other program as the parties may mutually agree. It is understood that the point of destination means the event site; not where the participants may dine or sleep.

1. Article X, F., is not applicable to extracurricular, field, and athletic trips which are not funded by the School District. For example, if a trip is funded by the PTO, Boosters, or student fundraising, the trip need not be accomplished on school vehicles employing personnel from the transportation bargaining unit.

2. When an applicant applies for permission to take a non-school district funded trip, the School District shall inform the applicant what the applicant's estimated cost for the trip would be if the applicant utilized school vehicles and personnel from the transportation

bargaining unit. This cost estimate shall be placed on the application form. A copy of the application form with estimated costs shall be given to the District's transportation manager and union representative.

F. Extra Work:

All new work created in the Transportation Division, if any, will be subject to meet and discuss prior to management implementation.

G. Summer Work:

1. Summer work will be performed during the months of June, July, and August.
2. All summer work will be offered to the Drivers and Aides on the basis of seniority.
3. All summer work shall be posted and awarded prior to the last student day of the School District school year.
4. If an Aide does not fill an Aide position, a qualified Driver may bid on and work the Aide position at the Aide's wages.
5. Drivers and Aides working over the summer will be eligible for bereavement leave.
6. Student work programs and other governmental work programs such as Act 75 will be exempt from the above. These programs will not be used to displace full-day or half-day Drivers or Mechanics.

H. Supervisor and Other Personnel:

Supervisors and other persons employed by the School District will not be permitted to operate a school bus as defined by the Bureau of Traffic Safety, PennDOT. However, in an emergency, Supervisors and Mechanics will be permitted to operate a school bus.

I. Assignment of Work:

Unclaimed activity trips, field trips, etc. may be assigned by the Transportation Manager in inverse order of seniority.

J. Guarantee for Partial Days:

1. All regular bid bus schedules will be guaranteed two (2) hours minimum in the AM and two (2) hours in the PM in the case of partial days when schedules are modified as a result of conflicts in the schedules of the public and non-public schools. However a Driver may turn down a partial day by notifying Management two days prior. This work will be posted and awarded by seniority. In the event that the work is not claimed, the assigned Driver must perform the work.
2. All regular bid midday bus schedules will be guaranteed one (1) hour minimum pay in the case of partial days. As in Partial Day language (Article X section K), the employee must be on site to receive this compensation and the employee is subject to management direction at this time. All unclaimed midday work is offered to the employee by seniority whose midday bus run has been affected before it is equalized throughout the unit.
3. Driver and Aide must fulfill the two (2) hours of work and Management has the right to assign the Driver and Aide to additional work within this two (2) hour time frame.

ARTICLE XI – SENIORITY

The School District recognizes Transportation Department seniority rights. Department rights will date from the employees first day of hire or date of transfer into the bargaining unit covered by the Labor Agreement. If more than one (1) regular employee is hired on the same day, their respective seniority ranking will be determined by a draw. A seniority list will be posted at all times for all employees to see. The employer will update the seniority list on a daily basis. This is accomplished with the bid of field trip daily extra work sheets, with a copy to the Union. All full-day and half-day employees will have terminal seniority rights.

Seniority shall be used as follows:

- A. To award all bid work.
- B. Lay-offs and Recalls.
 1. In cases of increase or decrease of force, seniority rights shall prevail, provided however, that the Mechanics and

Aides shall be considered as a separate unit subject to all provisions of this section. In increases of forces, employees shall be rehired in inverse order of their layoffs.

2. Employees and the Union will be given a two (2) week notice of any layoff.
 3. Seniority shall not accrue during any layoff period and the employee is not entitled to any benefits except recall rights.
 4. The School District will not sub-contract any bargaining unit work that would result in the lay-off of a bargaining unit employee.
- C. Seniority shall be broken for any of the following reasons:
1. An employee quits or resigns.
 2. An employee is discharged.
 3. An employee is laid off for a period in excess of twelve (12) consecutive months.
 4. An employee is absent from work due to a physical disability for a period in excess of twelve (12) consecutive months.
 5. An employee fails to report back to work when recalled from layoff within fourteen (14) working days after the employer sends a notice of recall by certified mail to the employee's last known address on the records of the School District.
- D. Drivers who were hired by the School District for the start of the year 1981-82 shall be ranked as shown on the following list:
- SENIORITY RANK OF DRIVERS HIRED AT THE BEGINNING OF THE 1981-82 SCHOOL YEAR:
1. P. Tarasi; 2. S. Cornuet
- E. Drivers and Aides shall be placed on a seniority list when hired as a full-day or half-day employee.

ARTICLE XII – EMPLOYEE PHYSICAL

Physical examinations when required by the School District, whether it be federal, state, or any other examination performed under

the School District's direction, will be paid for by the School District, so long as the employee is examined by the physician or medical facility designated by the School District. In the event of dispute of findings of the physicians either by the School District or the Union, the employee will have the privilege for re-examination to be made by two (2) other physicians mutually agreed upon by the School District and the Union. In the event of disagreement between the two (2) physicians, a representative of the School District and a representative of the Union will meet within ten (10) days from the date of the written notice of disagreement to select a third (3rd) physician. The third (3rd) physician will make an examination and the findings of the majority of the physicians will rule. Expense of the third physician will be borne equally by the School District and the employee.

ARTICLE XIII – ALLOWANCE FOR JURY OR WITNESS SERVICE

Any employee called for jury service or subpoenaed as a witness shall be excused from work for the days on which she or he serves. Service as used herein, shall include reporting when summoned, whether or not the employee actually serves as a juror or testifies.

Such employee shall be paid by the School District an amount equal to the difference between the amount of wages the employee otherwise would have earned by working on that day and the daily jury duty or any witness fee paid excluding reimbursement for parking, meals, and mileage.

In order to receive payment, the employee must give the School District prior notice that she or he has been directed to report for jury duty or has been subpoenaed as a witness and must present proof that she or he did serve or report as a juror or was subpoenaed and reported as a witness and also present proof of the amount of pay, if any, received therefore. Jury duty will not count as absence for purposes of the employee bonus.

In the event that an employee is called to appear before the magistrate or court for any event arising as a result of performance of duties on behalf of the School District, the employee will be paid the regular hourly wage for the time involved.

ARTICLE XIV – LEAVES – DRIVERS AND AIDES

A. Medical Leave

An employee's route will be held open for a period of one (1) year while on an approved medical leave of absence. If during the medical leave the school year ends, at the initial bid for the new school year, the

employee shall be eligible to bid making a written proxy bid or done in person. Employee's seniority and employment shall cease upon a period in excess of twelve (12) months.

B. Maternity Leave

Provisions shall be made for employees to absent from duty without pay for a period of time not to exceed one (1) year for maternity purposes. During this period, seniority will accrue.

C. Union Leave

The School District recognizes the need to provide the Union Officers time off without pay to attend Conferences, Union functions, etc. Provisions shall be made to provide this time based on Management's sole discretion and manpower allocations. One (1) business day prior notification is required for any such extended leave of absence.

D. DRIVERS

Sick Leave

1. Eight (8) days of sick leave shall be granted by the School District per year and are accumulative without limit, all of which may be used in the course of one (1) school year. Leave days shall be prorated if employment begins or terminates during the school year. For example: Driver's work year is 180 days and Driver retires after having only worked 70 work days; Driver will be credited with 4 sick days $(70 \div 180) \times 8 = 3.1$; rounded up to 4.
2. After five (5) consecutive days of absence a doctor's certificate will be required to return to duty.
3. Upon leaving employment for reasons other than termination (or threat of termination) for noneconomic cause a Driver is eligible to receive thirty-five dollars (\$35.00) for all unused sick days. If a Driver leaves employment to take another job with the School District, the Driver is not eligible to receive any payment for unused sick days. If a Driver dies in service, payment due shall be made to the Driver's estate.
4. Full-day Drivers may take sick days in half days.

E. AIDES

Sick Leave

1. Six (6) days of sick leave shall be granted by the School District per year and are accumulative without limit, all of which may be used in the course of one (1) school year. Leave days shall be prorated if employment begins or terminates during the school

year. For example: Aide's work year is 180 days and Aide retires after having only worked 70 work days; Aide will be credited with 3 sick days $(70 \div 180) \times 6 = 2.3$; rounded up to 3.

2. After five (5) consecutive days of absence a doctor's certificate will be required to return to duty.
3. Upon leaving employment for reasons other than termination (or threat of termination) for noneconomic cause an Aide is eligible to receive thirty-five dollars (\$35.00) for all unused sick days. If an Aide leaves employment to take another job with the School District, the Aide is not eligible to receive any payment for unused sick days. If an Aide dies in service, payment due shall be made to the Aide's estate.
4. Full-day Aides may take sick days in half days.

ARTICLE XV – PERSONAL DAYS – DRIVERS AND AIDES

A. DRIVERS

Two (2) personal days in addition to the eight (8) sick days may be taken per year. All unused personal days are accumulative as sick days. Personal days may be taken as half days. Personal days will not count as absence for the purposes of employee bonus.

B. AIDES

Two (2) personal days in addition to the six (6) sick days may be taken per year. All unused personal days are accumulative as sick days. Personal days may be taken as half days.

ARTICLE XVI – BEREAVEMENT LEAVE – DRIVERS AND AIDES

Bereavement Days: Five (5) work days for father, mother, wife, husband, son, or daughter. Three (3) work days for brother, sister, parent-in-law, grandchild, son-in-law, daughter-in-law, or a relative who resides in the same household. One (1) work day for a near relative. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, sister-in-law, brother-in-law, grandfather, and grandmother.

ARTICLE XVII – INSURANCE – DRIVERS

During the life of the contract, the School District shall provide:

- | | |
|-------------------------------------|-----------------|
| A. Life Insurance | \$22,000 |
| B. Accidental Death & Dismemberment | \$44,000 |
| C. Health and Accident Insurance | \$200 per month |

ARTICLE XVIII – BUS AIDES

A. Bus Bidding:

Annual bus bidding for the Aides will remain consistent with the language dictated in Article X Section A under Annual Bus Bidding. The Aide will be afforded bumping rights whenever their run is altered by thirty (30) minutes time loss or increased for a period of one (1) week or longer, there has been a reduction in the work force or a change of employee status from full-day to half-day. A temporary bid can only occur when the temporary assignment will be an increase in hours, more than the Aide's regular bid assignment.

B. Open Bus Schedules:

On the open bus schedules, refer to Article X Section B. The run will become open when there is a change of thirty (30) minutes or more in bid time, or the run is eliminated. The Aide whose run is eliminated will be afforded bumping rights into another piece of work where their seniority will take precedence.

C. Partial Day:

Bus Aides will be guaranteed two (2) hours pay for AM or PM work when their run is shortened due to a school delay or cancellation or parental transport.

D. Summer Work:

As with field trips, Summer work will be offered first to the Aide who has worked with the particular student during the school year. All other Aide work requested for the summer programs will be offered first to the Aides before a qualified school bus Driver.

E. Other Provisions of the Collective Bargaining Agreement:

Bus Aides shall be entitled to coverage under the following provisions of this Collective Bargaining Agreement:

Articles I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XIII

ARTICLE XIX – HOSPITALIZATION AND SURGICAL BENEFITS - DRIVERS

A. For the term of this Agreement, the School District will pay fifty percent (50%) of the premium for individual health care coverage for all full-time Drivers with one (1) or more years of continuous service with the School District as is provided through the Allegheny County School Health Insurance Consortium (ACSHIC). Such health care coverage shall include individual prescription coverage as is provided through the ACSHIC.

Each Driver shall be responsible for the full amount of any premiums for dental care or vision care insurance he/she may elect to purchase.

B. To be eligible for the allowance, the Driver must be classified as a full-day bus operator with one (1) or more years of service as defined in Article VI – A of the Collective Bargaining Agreement. If the Driver’s spouse has the same or equal coverage with the School District or another employer at no expense to the Driver’s spouse, then the above benefit shall not be provided.

ARTICLE XX – WAGES

Members of the Bargaining Unit shall receive the following hourly wages during the term of this Agreement:

Effective Date	Bus Drivers	Mechanics	Aides
August 1, 2015	\$18.00	\$21.00	\$13.00
August 1, 2016	\$18.75	\$21.75	\$13.75
August 1, 2017	\$19.50	\$22.50	\$14.50
August 1, 2018	\$20.00	\$23.00	\$15.00
August 1, 2019	\$20.75	\$23.75	\$15.75

Effective August 1, 2015, bus drivers who have not completed one hundred and eighty (180) workdays with the District as a Driver will receive \$16.00 per hour. Commencing with the 181st workday as a Driver, the bus Driver will receive the regular hourly rate for a bus Driver. Personal days, sick days, leaves of absence, or days when school is not in session for students do not count as a workday for purposes of reaching the 181 day threshold.

A bus Driver will have the opportunity to receive the regular rate of pay prior to the 181st work day. If at the time a bus Driver has completed the Driver’s probationary period or any extension thereof (see Article VI.E), and has neither been issued a ticket/citation for a moving violation nor has been at fault for an accident involving the operation of a bus, the bus Driver shall sooner receive the regular hourly rate for a bus Driver at that time.

Each Driver will be paid according to the amount of hours bid on their daily bid run. In the event that the run is altered because the parent transports or the student stays for an activity, the Driver will report at the appropriate time to the Transportation Office.

ARTICLE XXI – MECHANICS

- A. Once a year, Mechanics will have the right to bid on their scheduled work shift. Mechanics must be qualified to bid on and work the shift. Qualifications include: a CLASS 7 inspection license, a Commercial Driver's License with a School Bus endorsement. The School District has the right to change the work schedules. It may do so after a meeting with the Union and giving one (1) week notice to the employees.
- B. The normal workweek for all regular Mechanics will consist of a forty (40) hour workweek. All work performed in excess of forty (40) hours per week or eight (8) hours per day, shall be paid at the rate of one and one-half (1 ½) times the base hourly rate. All overtime for Mechanics will be rotated as equally as possible among all Mechanics.
- C. A Mechanic's workweek will start on the day after his regular day off with a daily starting time and a thirty (30) minute paid lunch period each day. In addition Mechanics will receive two (2) paid fifteen (15) minute breaks per day taken before lunch and one to be taken after lunch. Twenty (20) minutes will be allowed to wash up and put tools away each day.
- D. When any full-time Mechanic reports for work as scheduled during the regular workweek and the School District sends an employee home early due to lack of work, he will receive no less than eight (8) hours of work or pay. If scheduled for a time and one-half (1 ½) day, the employee will receive a minimum of four (4) hours.
- E. When a Mechanic has completed a regular scheduled shift and is recalled, he will be paid a minimum of four (4) hours.
- F. If and when State or Federal standards are put into effect, all Mechanics must maintain qualifications under the given regulations. If any schooling or training is required, the cost of said schooling or training would be paid by the School District. In addition, if the training or schooling should occur during the employee's scheduled shift, then that employee would receive her/his regular pay for this time.
- G. Mechanics uniforms will be provided by and maintained by the School District. Each Mechanic will be reimbursed up to \$175.00 per each year of this Agreement, for one pair of work boots approved by the School District, upon presentation of a valid receipt.

H. Tool Replacement: Replacement of the personal tools will be on fair wear and tear basis based on the current inventory which is maintained for insurance purposes.

ARTICLE XXII – MECHANICS FRINGE BENEFITS

1. Holidays: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Day before Christmas, Christmas Day, Day after Christmas Day, Day before New Years, New Years Day, Good Friday, Easter Monday, Memorial Day, Employee’s Birthday, Day before or the Day after Independence Day.

2. Vacations:

After 1 year of service	1 week
After 2 years of service	2 weeks
After 5 years of service	3 weeks
After 10 years of service	4 weeks

3. Bereavement Pay: Five (5) days for father, mother, spouse, son, daughter. Three (3) work days for brother, sister, parent-in-law, grandchild, son-in-law, daughter-in-law, or a relative who resides in the same household. One (1) work day for a near relative. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, sister-in-law, brother-in-law, grandfather, or grandmother.

4. Hospitalization: For the term of this Agreement, the Mechanics shall receive full health care coverage for themselves and their dependents as is provided through the Allegheny County School Health Insurance Consortium (ACSHIC). Such health care coverage shall include prescription coverage as is provided through the ACSHIC.

Each Mechanic will be responsible to make contributions toward the cost of such health insurance premiums as follows:

Contract Year	Mechanic Contribution
August 1, 2015 – July 31, 2016	3.0% of the Mechanic’s annual wage
August 1, 2016 – July 31, 2017	3.0% of the Mechanic’s annual wage
August 1, 2017 – July 31, 2018	3.0% of the Mechanic’s annual wage
August 1, 2018 – July 31, 2019	3.0% of the Mechanic’s annual wage
August 1, 2019 – July 31, 2020	3.0% of the Mechanic’s annual wage

These contributions will be deducted equally over the twenty-four (24) semi-monthly pays.

5. Life Insurance:

Life Insurance	\$30,000
Accidental Death & Dismemberment	\$60,000
Paid up Life Insurance at retirement	\$ 3,000

6. Health & Accident Insurance: \$500 per month

7. Dental Care Insurance: The School District shall provide dental care insurance for Mechanics and their dependents under the current Delta Dental Plan or its equivalent provided a change in coverage does not harm any employee. Total cost of the Dental Program shall be paid by the School District.

8. Sick and Personal Days:

A. Sick Leave

1. Twelve (12) days of sick leave shall be granted by the School District per year and are accumulative without limit, all of which may be used in the course of one (1) school year. Leave days shall be prorated if employment begins or terminates during the school year. For example: Mechanic's work year is 260 days and Mechanic retires after having only worked 70 work days; Mechanic will be credited with 4 sick days $(70 \div 260) \times 12 = 3.2$; rounded up to 4.
2. After five (5) consecutive days of absence a doctor's certificate will be required to return to duty.
3. Upon leaving employment for reasons other than termination (or threat of termination) for noneconomic cause a Mechanic is eligible to receive thirty-five dollars (\$35.00) for all unused sick days. If a Mechanic leaves employment to take another job with the School District, the Mechanic is not eligible to receive any payment for unused sick days. If a Mechanic dies in service payment due shall be made to the Mechanic's estate.
4. Mechanics may take sick days in half day increments.

B. Personal Leave

1. Two (2) personal days in addition to the twelve (12) sick days may be taken per year. All unused personal days are accumulative as sick days. Personal days may be taken as half days.

9. Vision Care Insurance: The School District shall provide vision care insurance for mechanics and their dependents.

ARTICLE XXIII – RECERTIFICATION TRAINING

Drivers will be compensated at fifty percent (50%) of the regular hourly wages for recertification classes.

ARTICLE XXIV – COMMERCIAL DRIVER LICENSE (CDL)

The School District will cover the cost of the CDL endorsement and pay the Driver/Mechanic the cost over a four year period at one-fourth (1/4) the cost of the CDL per year. Payment will be made in September.

ARTICLE XXV – DAMAGE TO PERSONAL PROPERTY

Any damage of personal property not to exceed \$350.00 after any and all other reimbursements from any other source to which the employee may be entitled caused by a student(s) action such as (i.e.) eyeglasses, clothing, jewelry shall be reimbursed/replaced by the School District. It is agreed that the employee must make out a written report (on a form provided by management) and turn said report into the company within seven (7) calendar days from the date of an incident.

ARTICLE XXVI – CONFORMITY TO LAW

This Agreement and its component provisions are subordinate to any present or future Federal or Pennsylvania laws or regulations. If a Federal or Pennsylvania law or regulation; or final decision of any Federal or Pennsylvania Court, or administrative agency, affects any provision of this agreement each such provision will be deemed amended to the extent necessary to comply with such law, regulations or decisions, but otherwise this agreement will not be affected.

IN WITNESS WHEREOF, THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND, HAVE EXECUTED THIS BARGAINING AGREEMENT.

FOR THE UNION

PLUM BOROUGH SCHOOL DISTRICT

President Date

President Date

Secretary Date

Secretary Date