



AGREEMENT

BETWEEN

ROSE TREE MEDIA SCHOOL DISTRICT

AND

**ROSE TREE MEDIA BUS DRIVERS/
CUSTODIAL MAINTENANCE ASSOCIATION**

**Approved by the
Board of School Directors
June 17, 2021
Revised: March 23, 2023**

**For the Period
July 1, 2021 through
June 30, 2025**

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ARTICLE I

PARAMETERS OF AGREEMENT

This Agreement entered into by and between the Board of the School Directors of Rose Tree Media School District, (hereinafter "School District") Pennsylvania, and the Rose Tree Media Bus Drivers/Custodial-Maintenance Association (hereinafter "Association") effective

A. RECOGNITION BD/BA/C-M

The School District hereby recognizes the Association as the exclusive and sole representative for collective bargaining as set forth in the certification of the Pennsylvania Labor Relations Board dated May 11, 1971 (PERA-R-926-E) as subsequently amended by PERA-U-5132-E as follows: All full-time and part-time bus drivers, full-time and regular part-time custodians, maintenance personnel, bus mechanics and bus aides, and excluding all professional employees, supervisors, first level supervisors and confidential employees as defined by the Public Employee Relations Act (Act 195 of 1970).

B. MODIFICATION BD/BA/C-M

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

C. SEPARABILITY BD/BA/C-M

If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. WAIVER BD/BA/C-M

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and that no additional negotiations on this Agreement shall be conducted on any item, whether contained herein or not, during the life of this Agreement.

E. NO STRIKE/NO LOCKOUT BD/BA/C-M

Both parties agree to faithfully abide by the provisions of Act 195. It is mutually agreed that there shall be no strike, as that term is defined under Act 195, during the life of this Agreement, nor shall any officer, representative or official of the Association authorize, assist or encourage any such strike during the life of this Agreement. The Association further agrees that it and the members of the bargaining unit will not, during the term of this Agreement, engage in a strike, selective strikes or any other concerted effort designed to impair the normal operation of the School District. It is further agreed that the School District shall not engage in any lockout during the life of this Agreement.

F. CONSTRUCTION BD/BA/C-M

The Association and the School District agree that this Agreement shall be interpreted and construed in a manner neither in violation of nor in conflict with any provisions of any statute or statutes enacted by the General Assembly of the Commonwealth of Pennsylvania.

G. MANAGEMENT RIGHTS BD/BA/C-M


1. The School District hereby reserves to itself the authority conferred upon it by law. Such authority shall not be deemed to be limited, except by the express provisions of this Agreement.
2. It is understood and agreed that the School District has the exclusive right to modify or approve School District policy. The School District, with the advice of its management officials, also retains the right to initiate policy proposals or amendments at its discretion.

H. DATE BD/BA/C-M

All Articles in this Agreement shall be in effect from July 1, 2021 through June 30, 2025.

ROSE TREE MEDIA SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS


Susan Henderson-Utis, President


Vanessa Scott, Secretary

ROSE TREE MEDIA BUS DRIVERS/
CUSTODIAL-MAINTENANCE ASSOC.


Fred Chazin, President


Robert Owsik, Secretary

ARTICLE II

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. RELEASED TIME FOR MEETINGS BD/BA/C-M

Whenever any representative of the Association or any employee participates during normal working hours in formal negotiations, grievance hearings, meetings or conferences mutually agreed upon by the School Board or Administration and the Association, he/she shall suffer no loss of pay.

B. MAINTENANCE OF MEMBERSHIP BD/BA/C-M

Any employee included in the unit for whom the Association has been certified as the exclusive bargaining agent by the Pennsylvania Labor Relations Board, and who is a member of this Association or who joins the Association after the effective date of this Agreement, must remain a member of the Association for the duration of this Agreement, provided that any such employee may resign from the Association during a period of fifteen (15) days prior to the expiration of this Agreement; provided further that in the event any employee, who is a member of the Association, terminates his employment with the Rose Tree Media School District on or before June 30th or any year of this Agreement, such person may resign from the Association during the period of fifteen (15) days prior to June 30 of that year.

C. FACILITIES BD/BA/C-M

1. Mail - The Association shall be permitted the use of inter-school facilities provided such use does not interfere with regular school mail.

A mail box shall be provided in each building in the School District for employees' mail.

2. Bulletin Boards - The Association shall have for its exclusive use the right to a designated bulletin board in a convenient location in each building, in the maintenance shop and in the bus garage.

3. School Equipment -The Association shall have the use of school equipment when prior permission has been granted by the building supervisor. Any materials consumed by the Association shall be paid for by the Association promptly upon receiving an invoice from the School District. Any damages done to equipment or materials shall be paid for by the Association promptly upon receiving an invoice from the School District.
4. Building Use - The Association and its representatives shall normally be allowed the use of the school buildings for meetings after school hours. Arrangement for such use shall be made with the Principal of the building in which the meeting is planned or with the staff member in charge of the building. In all such cases, regular instructional and instructional-support programs of the School District shall have priority. In addition, Association meetings shall not be held on School District time.

D. INFORMTION SHARING BD/BA/C-M

1. The School District, on or before November 1st each year, will provide the Association with a list of the names, addresses, position, building/location, and part time / full time status of all employees.
2. The School District will also provide the Association with the name, position, address, building/location, part time/full time status of any employee hired after October 1st, such notice to be provided within thirty (30) days after the date of hire.

ARTICLE III

WORKING CONDITIONS

A. VACANCIES BD/BA/C-M

1. For all vacancies for bargaining unit positions, the School District shall post in each school building, custodian's office, maintenance shop and bus garage and Association designated bulletin boards, a notice clearly setting forth a description of the position, qualifications, salary or wage range, and procedure for application. Such notice shall be posted at least ten (10) calendar days before the position is filled. In emergency cases, an interim appointment may be made. A copy of all job positions shall be given to the Association Secretary. The Association shall be responsible for providing the name and address of the Association Secretary to the School District.
2. Each member of the bargaining unit who applies in writing shall receive full due consideration for any vacant position. Due consideration shall mean the opportunity for submission of an updated resume and an interview.

B. VOLUNTARY TRANSFERS C-M

Requests to transfer to another shift, building, or bargaining unit position shall be made, in writing, to the Director of Management Services for the School District.

C. LAYOFFS BA/BD/C-M

1. In the event of a furlough or layoff of bargaining unit employees, employees shall be laid off from their job classification based upon their education, training, skill, job evaluation and seniority, with no ability to bump into a different classification. The Association, when grieving and/or arbitrating any decision by the School District concerning who is to be laid off, has the burden of proving that the School District's decision was arbitrary or discriminatory.
2. Employees shall be recalled from layoff within their job classification in the inverse order in which they were laid off. No new employee shall be hired until all employees on layoff status from that job classification have been offered the opportunity to return.

3. Seniority shall be defined as the length of continuous service with the Rose Tree Media School District in the same classification within the bargaining unit. Paid and unpaid leaves of absence shall not count as an interruption of service. Seniority shall start on the date of the employee's hire by the Board of Directors in that classification. Seniority shall be uninterrupted by layoff or furlough for one (1) year provided the employee returns to work within five (5) work days of written notification to return to work.
4. When two or more employees have the same seniority date, the order of seniority will be determined by lottery.
5. The School District shall provide to the President of the Association a list of all Association members with their years in the School District and seniority in classification no later than November 1st of each school year.

D. REQUIRED MEETINGS OR HEARINGS BD/BA/C-M

1. Whenever any employee is required to appear before a supervisor, central office administrator, School Board or any School Board committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association or legal counsel present to advise him/her and represent him/her during such meeting or interview.
2. All bus drivers and bus aides shall be required to attend the opening day exercises of school each school year as scheduled by the Superintendent of the School District, or his/her designee, during which time these employees may also participate in additional transportation activities as designated by the Supervisor of Transportation at his/her discretion. Each of these employees shall be paid for four (4) hours for attendance at these opening day activities at each employee's hourly rate of pay then in effect.
3. If any bus driver is employed with another employer during the summer months when the School District is not in session (Summer Employment), and which Summer Employment will continue beyond the date of the

opening day exercises for the ensuing school year, on or before August 1st the bus driver's summer employer must send a letter or written notice on the summer employer's stationery to the Director of Human Resources of the School District to verify that the bus driver's Summer Employment will extend beyond the opening day of school for the ensuing school year so that the bus driver may be excused from attending the opening day of school.

E. TRANSPORTATION LOUNGE BD/BA

The School District shall provide and maintain a lounge area in the general area of the bus compound for use by bus drivers and bus aides.

F. HAZARDOUS CONDITIONS BD/BA/C-M

The School District will comply with all federal and state laws.

G. VENDING MACHINES BD/BA

The Association shall be permitted to have installed in the transportation lounge vending machines. The Association shall assume all costs for the operation and maintenance of such machines.

H. VENDING MACHINES C-M

Vending machines shall continue to be made available as in current practice.

I. PERSONNEL FILE BD/BA/C-M

1. Each employee shall have the right to review the contents of his/her personnel file. An employee shall be entitled to have a representative of the Association accompany him/her during such review.
2. No materials derogatory to any employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the materials. The employee shall acknowledge that he/she had the opportunity to review such materials by affixing his/her signature to the copy to be filed with the understanding that such signature in no way indicates agreement with the contents thereof. Failure or refusal of an employee to affix his/her signature shall not preclude the report from remaining in the employee's record. The employee shall also have the right to submit a written answer to such

materials and his/her answer shall be attached to the file copy.

3. The employee may submit a written request to the Superintendent that derogatory materials in the employee's personnel file be removed from the employee's personnel file. The Superintendent shall render a decision in writing no more than twenty (20) working days after receiving the employee's written request and which decision shall be final.
4. No item shall be removed from the personnel file of the employee without the employee's authorization. No examination shall be made of the employee's personnel file by other than employees of the School District authorized by the Administration of the School District or persons authorized by the employee.
5. Only material contained in the School District Personnel official file may be used at disciplinary hearings that come before the Superintendent.

J. LAVATORY C-M

Lavatory facilities shall be provided within reasonable distance of assigned working areas.

K. MATERIALS C-M

Employees shall be provided with materials to perform their assigned duties.

L. PROTECTION OF PROPERTY C-M

If the District requires an employee to use his/her own tools and they are damaged or stolen through no fault of the employee, then the District will reimburse the employee.

M. LEGAL ASSISTANCE BD/BA/C-M

At the Superintendent's discretion, the School District solicitor shall be available to individuals sued for performance within jurisdiction of their assignments.

N. DUE PROCESS BD/BA/C-M

1. The School District and the Association expressly agree that the School District and the Administration shall have the right to discipline an employee for cause. Disciplinary actions which the Board or Administration may take, provided that cause exists, may include, but shall not be limited to, oral reprimand, written warning, written reprimand, unsatisfactory rating, or dismissal for cause.
2. No employee shall be dismissed unless the Superintendent shall recommend dismissal and a majority of the School Board shall vote for dismissal at a public meeting of the School Board.
3. In determining whether cause exists for dismissal, that term shall specifically include, but shall not be limited to, just cause, or any conduct or action by an employee which would lawfully provide a proper basis for dismissal.
4. In the event that the Superintendent shall recommend to the School Board that an employee be dismissed, that recommendation and the reasons therefore shall be transmitted, in writing, to the School Board President and the employee involved.
5. This section shall apply to disciplinary actions only and shall not apply to retirement, abandonment of contract, resignation, or other changes in employee status which are initiated by the employee, or which are initiated by the School Board for reasons other than for the purpose of discipline of an employee for cause.

O. VACANCIES BD/BA

1. Open Routes
 - a) Seniority shall apply with respect to choice of open routes. The bus driver having the greatest seniority shall be entitled to claim any open route.
 - b) If a bus route which is operated by a more senior bus driver is eliminated, that more senior bus driver may bump a less senior bus driver if the more senior bus driver chooses the bus route being

operated by the less senior bus driver. Bus drivers shall be limited to one (1) voluntary change per year.

- c) All open bus routes will be posted within five (5) work days of the vacancy and will remain posted for a minimum of seventy-two (72) hours or until bid upon thereafter.
- d) A bus route shall be defined as a combination morning/afternoon/after-school activity run, exclusive of kindergarten runs and vocational-technical school runs.
- e) Bargaining unit employees shall only be able to select one run from each of the following categories: am, mid-day and pm; as long as all of the routes have been selected. Once the seniority list has been exhausted and if runs remain open, bargaining unit members shall be able to select an additional run in order of seniority.

2. Bus Route Bidding

- a) Every effort will be made to conduct the bidding of the bus routes on the third (3rd) Thursday in August. Bus routes will be posted for three (3) days prior to bidding. Public and private school calendars will be posted for three (3) days, if available, prior to bidding. If the bidding date has to be changed for any reason, the Supervisor of Transportation will send written notice to each employee.
- b) Every bus driver and bus aide who attends the regular annual bid meeting shall be required to attend the School District's transportation business meeting for which each bus driver and bus aide shall receive two (2) hours compensation at the bus driver's regular hourly pay rate. Every bus driver shall complete the practice run of that bus driver's bus route obtained as the result of the bid meeting and shall be compensated for his/her base hours at the bus driver's regular hourly rate.

3. The following shall be the process for assigning bus aides to bus routes:

- a) The bus aides shall be invited to the bus drivers' bid meeting in August by way of a separate letter from that which is sent to the bus drivers. The bus aide's letter will not list all the bidding procedures

that are found in the bus drivers' letter.

- b) At the end of the bidding, the Supervisor of Transportation will ask the bus aides to write down their preferences for the bus routes they would like to have for the ensuing school year. Those preferences shall be turned into the Supervisor of Transportation. On the posted bus routes, the Transportation Department will write down on the top sheet whether or not the bus route will require a bus aide so that the bus aides may know which bus routes will need a bus aide.
- c) During the week after the bus drivers' bid meeting, the Transportation Department will review the students who are going to be on each bus route and which bus driver has successfully bid on each bus route that requires a bus aide. The Transportation Department will then assign each bus aide to the bus route based on the bus aide's ability to best manage the students on that route, to work successfully with the assigned bus driver, the bus aide's past experience dealing with the students and that bus driver and the bus aide's stated preference for that bus route, if possible. Once assigned, the School District reserves the right to change the assignment of the bus aide if deemed necessary.

P. FIELD TRIPS BD/BA

- 1. Notification - Notification of the additional assignments shall be made one (1) week in advance of the trip whenever possible. If less than one week, driver shall not be penalized his/her turn in the rotation if he/she cannot accept the trip.
- 2. Distribution - Additional driving assignments shall be grouped into five (5) categories:
 - a) Short: Assignments expected to be three (3) hours or less on weekdays;
 - b) Long: Assignments expected to be more than three (3) hours on weekdays;
 - c) After 4:00 p.m. on weekdays;
 - d) Saturdays; and

e) Sundays.

- 1) All trips outside the normal workday shall be posted in the bus garage office and shall include date of trip, destination, clock-in-time, starting time, approximate ending time, and assignment category. Employees wishing to indicate desire for work in a category may sign on whichever of the list(s) he/she chooses.
- 2) Assignments shall be offered rotating through this posted seniority list. The date of each offered assignment should be indicated on the posted trip. The stroke sheet shall be updated monthly.
- 3) Eligibility - Substitute bus drivers may not sign the field trip sheet. Employees who sign the sheet for a field trip must be available for same. (Example: 9:15 a.m. field trip and employee normally returns from a.m. run at 9:30 a.m. This driver would not be eligible to sign the field trip sheet.) The Supervisor of Transportation will have the sole responsibility for interpreting whether a driver is eligible.

Bus drivers who become eligible for field trips during the school year shall receive prorated field trip credits by the Supervisor of Transportation.

- 4) No regular bus driver shall be removed from fulfilling his/her normal bus driving duties (bus routes) for the purpose of taking a field trip, except in the case of an emergency.
- 5) The following shall be the process for assigning bus aides to field trips:
 - a) As field trips are posted for the bus drivers to sign up for, the Transportation Department will write on the top of each field trip if a bus aide is needed on that trip. Generally, a bus aide will be required only if a student is going on a field trip who requires the use of a wheelchair. The bus aide is responsible for securing

the wheelchair on the bus and providing any assistance, if needed, to the student during the bus trip.

- b) When the Transportation Department takes down the posting and assigns the bus driver(s), the bus aide(s) will also be assigned. All bus aides who have been trained in securing wheelchairs are eligible for these trips. If more than one (1) bus aide signs up for the same field trip, the Transportation Department will assign bus aides on a rotating basis so that no one bus aide will get all of the field trips. The Transportation Department will keep a list in the Transportation Department office of how many field trips each bus aide has been assigned.
- c) If no bus aide is available for a field trip, the Transportation Department will assign the next available regular bus driver who signed up for that trip but did not get the trip as the bus driver. If that regular bus driver is able to perform the assignment as a bus aide, it will be assigned to that bus driver. If no regular bus driver is available to accept the assignment as a bus aide, the Transportation Department will make the assignment to a substitute bus driver, if necessary.

Q. JOB ASSIGNMENTS BD

1. Each bus driver shall report for work at least fifteen (15) minutes prior to departure time. This time shall normally be used for bus preparation unless otherwise assigned.
2. Job assignments shall be not less than two (2) hours except for kindergarten bus runs, vocational-technical bus runs and special education mid-day runs which shall be a minimum of one and one-half (1.5) hours. This time includes bus preparation time.
3. Base hours for a bus driver shall constitute those hours during which a bus driver maintains a scheduled morning and/or mid-day and/or afternoon bus run in accordance with the annual School District bus run schedule posted at the time of bidding but limited to a total of less than five (5) base hours

per day for any bus driver hired on or after July 1, 2016, unless dictated by the length of the run.

4. All bus runs shall be established to the nearest quarter (1/4) hour for the purpose of establishing base hours.
5. In the event a bus driver works more than his/her daily base hours, the bus driver shall be paid for the actual time which the bus driver works as otherwise provided herein.
6. Base hours will be distributed to bus drivers by October 31st of the current school year. The maximum daily base hours shall be eight (8) hours unless otherwise established by the School District. Effective July 1, 2016 any newly hired bus drivers shall have less than five (5) base hours per day, unless dictated by the length of the run.

Subsequent to the bid meeting for bus runs, the School District may, at its election, assign a bus run to an eligible bus driver that will exceed eight (8) hours in a day. Under such circumstances, seniority shall be respected in making such assignments whenever practical.

7. If the implementation of a bus run discloses that the bus run exceeds the base hours established by the School District for that bus run, the bus driver may appeal in writing the length of that bus run to the Supervisor of Transportation on or before November 15th. The Supervisor of Transportation must render a written decision on the appeal within thirty (30) days. If a decision is not rendered within thirty (30) days, the appeal is granted and the base hours for the bus run shall be increased in accordance with the appeal. Thereafter, the bus driver's base hours for that bus run shall be in accordance with the appeal for the balance of the school year. If the appeal is granted, the bus driver shall receive adjusted pay for used sick or personal days retroactive to the date of the appeal.
8. If the Supervisor of Transportation denies the appeal, the bus driver may file a written appeal from that denial to the Director of Management Services within five (5) working days from receipt by the bus driver of the written denial. The Director of Management Services must render a written decision on the appeal within thirty (30) days. If a decision is not rendered within thirty (30) days, the appeal is granted and the base hours for the bus run shall be increased in accordance with the bus driver's appeal.

Thereafter, the bus driver's base hours for that bus run shall be in accordance with the appeal for the balance of the school year. If the appeal is granted, the bus driver shall receive adjusted pay for used sick or personal days retroactive to the date of the appeal. The decision of the Director of Management Services shall be final.

9. If a bus driver uses a personal day or sick day for purposes of pay, the bus driver shall receive pay for that day based on the bus driver's daily base hours. The maximum payment for personal days and sick days shall not exceed eight (8) hours. If a bus driver's daily base hours change after October 31st, payment for personal days and sick days shall thereafter be in accordance with the bus driver's changed base hours.
10. If a bus driver misses six (6) mid-day bus runs during the school year in any year of this Agreement, while still performing his/her morning and afternoon bus runs on the same day, then the mid-day bus run assigned to that bus route may be removed from that bus route and posted for reassignment.

R. TEMPORARY BUS RUNS and EXTENSIONS of BUS RUNS BD

1. Definition - Temporary bus runs and extensions of bus runs shall be those bus runs where the bus driver currently assigned to a bus run is unable to perform that bus run so that a replacement bus driver must be assigned to that bus run during the time that the regular bus driver is unable to perform his/her assigned bus run.
2. Assignment of Temporary Bus Runs and Extensions of Bus Runs - Assignments of bus drivers for temporary bus runs and/or extensions of bus runs shall be offered on a rotating basis through the seniority list starting with the most senior eligible bus driver and thereafter rotating through the complete seniority list (Rotating List) before beginning over and which Rotating List shall be carried over from school year to school year. Except in extenuating circumstances, as determined by the School District, assignments of temporary bus runs and/or extensions of bus runs shall not result in a bus driver exceeding eight (8) base hours per day.

S. EXTRA WORK BD/BA

1. Definition - Extra Work is defined as any transportation related work,

generally unanticipated, which may arise from time to time that has not been previously posted and/or assigned.

2. Assignments for extra work shall be offered by rotating through a separate Morning Seniority List and Afternoon Seniority List, depending on the clock-in time/start time of the extra work. Drivers and bus aides will sign up for extra work daily and the assignments will be rotated through the seniority list beginning where the last senior driver and/or bus aide received extra work and starting with the next senior driver up for the beginning of the new day.
 - a) A Morning Seniority List will be maintained and used for all assignments for extra work requiring a clock-in time/start time between 8:30 AM and 2.29 PM.
 - b) An Afternoon Seniority List will be maintained and used for all assignments for extra work requiring a clock-in time/start time after 2:30 PM.
3. If a regular bus driver eligible to perform extra work declines to accept the extra work on the Morning Seniority List and/or the Afternoon Seniority List the driver shall not be eligible to perform further extra work on that Seniority List until extra work has been offered to all of the regular bus drivers on the applicable Seniority List in the order in which they appear. Acceptance or refusal to perform extra work on either seniority list shall be treated the same for purposes of offering assignments.
4. Extra Work not yet assigned after going through the entire rotation of the Morning Seniority List or Afternoon Seniority List, as appropriate, may then be offered to substitute bus drivers.
5. Any bus driver may elect not to participate in either the Morning Seniority List or Afternoon Seniority List, or both, for assignment of extra work by providing a written statement to the Dispatcher. Any driver who makes that election may request to be returned to the appropriate Seniority List from which the driver has withdrawn by providing written notification to the Dispatcher at least seventy-two (72) hours prior to the start of use of that Seniority List (e.g. - a driver wishing to be returned to the Afternoon Seniority List must advise the dispatcher at least seventy-two (72) hours before the day that the Afternoon Seniority List is to be used that the driver

wishes to be returned to that Seniority List.). A driver may request to join and/or be dropped from the Morning Seniority List or Afternoon Seniority List no more than a total of three (3) times for each list during the course of any one school year.

6. For purposes of extra work, temporary changes to clock-in time of thirty (30) minutes or less prior to normal clock-in time is not considered an extra work assignment. (These changes must be requested by the School District in order to fully cover all assignments for the day and only a minimal number of bus drivers will be available at the time needed. An example would be when drivers are asked to clock-in at 2:00 p.m. to take sports teams to away locations because they are one of a limited number of drivers available between 2:00 p.m. and 3:00 p.m.)
7. Extra Work requiring a Bus Aide will be assigned based on seniority unless the Bus Aide selected is not qualified to perform the extra work in which event the next Bus Aide with seniority will be assigned the extra work so long as the Bus Aide is qualified to perform the extra work. This process will be continued through the Bus Aide list in the same manner until the extra work has been offered to all Bus Aides. Once the extra work has been offered to all Bus Aides the cycle will start over using the same process. If no Bus Aide is available, the School District will assign the extra work to a regular bus driver using a seniority list in the same manner as in Section 3 above. If no regular bus driver is available, the extra work will be assigned to substitute bus drivers in the same manner as Section 4 above.

T. JOB ASSIGNMENTS BA

1. Job assignments shall be made by the School District based on the needs of the students as determined by the School District.
2. Job assignments shall not be less than 2 hours.

U. LAYOVER TIME BD/BA

A bus driver shall be compensated for time actually on the road as well as for time required in layover, such as may occur on a field trip which requires his/her availability. Bus drivers are expected to remain during layover periods on the scene or where directed by their supervisor as in current practice.

ARTICLE IV

LEAVES

A. PAID TIME OFF BD/BA/C-M

1. a) Employees who desire to take time off from work may do so through the use of Paid Time Off. Paid Time Off (hereinafter referred to as "PTO") shall be available to all employees, with the exception of employees who are on probation. Eligible employees shall receive their current year PTO hours twice a fiscal year as defined in Article IV, B. Any twelve-month employee who is on probation as of July 1st, will receive prorated PTO hours based on the number of months remaining in the fiscal year. Any ten-month employee who is on probation as of September 1st, will receive prorated PTO hours based on the number of months remaining in the fiscal year. Once an employee successfully complete probation, the employee shall receive the prorated PTO hours upon completion.
 - b) Custodial, Maintenance, Bus Mechanics, and the Courier classifications of employees may take Planned PTO in whole shift or half shift increments only. Example: If an employee is scheduled to work an eight hour day then the employee may take either eight (8) hours or four (4) hours of Paid Time Off.
 - c) Transportation employees including bus drivers and bus aides shall be able to utilize paid time off hours based on the base hours for the run. In addition, transportation employees shall be able to utilize paid time off hours for morning runs, mid-day runs, and afternoon runs in any combination thereof (e.g., am only, mid-day only, pm only, am and mid-day, entire day etc.).
2. a) Employees earn PTO on a monthly basis starting on July 1st for twelve-month employees and September 1st for ten-month employees. If an employee becomes eligible for PTO from the first to the fifteenth of the month, the employee will earn PTO based upon the full month. If the employee becomes eligible for PTO from the sixteenth to the last day of the month then the employee will start to earn PTO on the first of the following month.

- b) Ten-month employees who work over the summer cannot earn PTO during those summer months outside of the school year nor can those employees who work during the summer use Accumulated Banked PTO which does not preclude the use of PTO by ten-month employees during the school year.
3. Planned time off, e.g., vacations, will require approval from the employee's supervisor, which shall not be unreasonably denied. For planned time off, custodians shall be able to request planned time off so long as those requests on any given day do not exceed ten (10%) of the classification at the particular building. For transportation, maintenance, bus mechanics, and the courier, those employees shall be able to request planned time off so long as those request on any given day do not exceed ten (10%) of the respective classification or transportation run (i.e., morning, mid-day, and/or afternoon). Requests must be made a minimum of two (2) weeks in advance in order for the supervisor and the Director of Human Resources to consider the request. The employee will need to request the time off through the computer system or via the paper form.
- a) Twelve-month employees may request up to ten (10) consecutive working days off during a single Planned time off absence. Employees may request additional time beyond ten (10) consecutive working days which requires approval by the employee's supervisor and the Director of Human Resources, which shall not be unreasonably denied.
 - b) Ten-month employees may request up to three (3) consecutive working days off during a single Planned time off absence. Additional time beyond three consecutive working days requires approval by the employee's supervisor and the Director of Human Resources, which shall not be unreasonably denied.
4. Unplanned time off, e.g., sick time, family sick, and/or personal emergencies, does not require prior approval. Employees will need to report their Unplanned absence to their supervisor prior to the start of their shift. If an employee is out for four (4) consecutive days or more, the employee must contact their supervisor to inform the supervisor of their anticipated length of time out of work. The employee must also contact the Office of Human Resources to request a medical leave of absence form

when the leave is based on a medical reason. Upon return to work, the employee will need to provide the District with a note from the employee's healthcare provider when the unplanned absence is for a medical reason.

5. Paid Time Off may be taken a day before or a day after a holiday. An employee shall be permitted to request PTO before or after a holiday not sooner than ninety (90) calendar days before the scheduled holiday but not less than ten (10) calendar days before the scheduled holiday, on a first come first serve basis. In the event that multiple employees submit a request on a given day, these requests will be ranked in order of seniority and placed into the list established for first come, first served basis. The supervisor of the department will be responsible for making the preliminary approval, which shall not be unreasonably denied, subject to the limitations listed below. Holidays are reflected on the school calendar, which is approved yearly by the Board of School Directors. The District must be able to ensure that there are enough employees to work on days before or after a holiday, so requests for Planned Paid Time Off will be limited based on the different job classifications and on a first come, first serve basis by seniority as referenced above.

A supervisor can make an exception during winter and spring breaks only. If an employee willfully violates the planned time off requirements which establishes a pattern of taking unplanned PTO on a day before or after a holiday, the employee shall be subject to a progressive disciplinary process.

- a) PTO for bus aides will be limited to two (2) employees for planned paid time off on a day before or after a holiday.
- b) PTO for bus drivers will be limited to six (6) employees for planned paid time off on a day before or after a holiday.
- c) PTO for custodians assigned to the elementary schools will be limited to one (1) custodian who can be off from work for planned paid time off on a day before or after a holiday.
- d) PTO for custodians assigned to the middle and high schools will be limited to two (2) custodians who can be off from work for planned paid time off on a day before or after a holiday.

- e) PTO for bus/master bus mechanic will be limited to one (1) bus mechanic who can be off from work for planned paid time off on a day before or after a holiday.
 - f) PTO for maintenance workers will be limited to two (2) maintenance workers who can be off from work for planned paid time off on a day before or after a holiday.
 - g) PTO for tradesman/master tradesman will be limited to one (1) tradesman/master tradesman who can be off from work for planned time off on a day before or after a holiday.
6. Employees are not permitted to use PTO for planned reasons during the first five (5) student days and the final three (3) student days. Those dates are reflected on the school calendar that is approved yearly by the Board of School Directors.
7. Accumulated Banked PTO Hours is defined as non-Current Year PTO Hours. Accumulated Banked PTO Hours accumulate without a cap on the number of hours an employee can bank and rolls over from year to year.
8. a) Employees may not take more time off during the fiscal year or school year than they earn in the fiscal year or school year with the exception of the utilization of Accumulated Banked PTO Hours as defined in paragraph A.9. Employees are not required to use Current Year PTO as detailed herein with the exception of PTO that is utilized by an employee during a flexible instruction day(s) which shall not count toward the amount of PTO that an employee may use within a given school year.
- b) Employees are required to request and receive permission from the Director of Human Resources, except as noted in paragraph 9, to use their PTO beyond their allotment for the fiscal year or school year, which shall not be unreasonably denied. Such requests should be limited to medical reasons of the employee.
- c) An employee has an immediate family member who has as a medical emergency or the employee experiences a personal emergency, the employee may request with an explanation and receive permission, which shall not be unreasonably denied, from the Director of Human Resources to use Accumulated Banked PTO Hours with a not exceed an amount of three

(3) workdays per family member. This language does not limit an employee's rights under the Family Medical Leave Act.

9. a) If an employee is unable to work due to medical condition which exists for four or more days consecutive or the employee qualifies for intermittent FMLA leave, the employee may use more PTO than they earn in a fiscal year or school year. Once the employee receives approval by the Director of Human Resources for a leave of absence due to a documented medical condition, the employee will stop using their Current Year's PTO Hours and draw upon their Accumulated Banked PTO Hours. If an employee exhausts their Accumulated Banked PTO Hours, the employee will resume using their Current Year's PTO Hours. Once an employee exhausts their Current Year's PTO Hours, the time will be unpaid. Once an employee is approved for an unpaid medical leave, the Current Year's PTO Hours will be prorated to reflect the time away from actively working.
 - b) If an employee is unable to work due to a single day illness, the employee must use their available Current Year PTO Hours. If the employee exhausts their Current Year PTO Hours that have been provided in A1 (only the hours that have been provided and not utilized by the employee on a semiannual bases), then the employee may use their Accumulated Banked PTO Hours.
10. Paid Time Off will be calculated and earned based on whether an employee is classified a full-time or part-time, twelve-month courier, custodian or maintenance employee or a full-time or part-time, ten-month bus driver or bus aide.
 11. Employees hired as temporary/casual employee or summer/casual employee who are not eligible to be members of the bargaining unit are not entitled to PTO.
 12. Employees do not accrue PTO when they are taking unpaid leave, disability leave, etc. (i.e., days not worked).
 13. Flexible Instruction Day(s) (FID) – If the Superintendent or designee authorizes a Flexible Instruction Day for whatever reason, the bus aides and bus drivers shall be permitted to utilize PTO to cover all five (5) Flexible Instruction Days during any given school year. In order to be compensated for FID, the employee must use the first three days from their PTO bank (if

available) with the balance of up to five (5) days to be drawn from their current fiscal year's PTO allotment.

14. Planned Paid Time Off shall be counted for the calculation of overtime.
15. If a ten-month employee's work year begins in the middle or late August as defined by the work year calendar that has been established and the employee is unable to work due to an unplanned time off occurrence, the employ may utilize one (1) day from their Accumulated Bank PTO Hours. Once the employee receives their Current Year's PTO Hours on September 1, this provision does not apply until the next August.
16. If an employee has a confirmed case of COVID-19 as determined by an at home COVID-19 test or test performed by a professional medical provider and is instructed to remain out of work by a medical professional, including a Rose Tree Media School District School Nurse or Health Room Nurse, the employee must use three (3) Current Year PTO days, before, and the remaining days may be used from their Accumulated Banked PTO Hours. If the employee is out of Current Year PTO Hours at the time of the confirmed case of COVID-19 then the employee may use Accumulated Banked PTO Hours. If the employee elects to use their Accumulated Banked PTO Hours, the employee must inform the Director of Human Resources of the date of illness due to COVID-19.
17. If an employee retires, resigns, or is terminated during the course of the fiscal year, the employee's PTO hours will be prorated based upon the number of months worked and the number of months remaining within the fiscal year. The employee who is leaving their employment will be required to reimburse the District, the monetary value of PTO hours taken by the employee that exceed what would have been earned at that point within the current year at the time of the employee's resignation or termination. The employee will have this amount subtracted from the employee's final paycheck issued by the District. If the employee is retiring from the District, the monetary value of PTO hours taken exceeds what is earned at the time of retirement, the employee's excess PTO hours will be deducted from the accumulated bank.
18. An employee who willfully violates the Leave provisions involving PTO shall be subject to a progressive disciplinary process. An employee who utilizes unplanned time for single day occurrences from the employee's

accumulated bank equal to the yearly allotment will be subject to review with the employee's supervisor and/or the Director of Human Resources.

B. HOW TIME IS EARNED (Current Year PTO) BD/BA/C-M

1. Full-time, twelve-month Courier, Custodian and Maintenance employees with ten years of service or greater:

Full-time, twelve-month courier, custodian and maintenance employees shall earn **240** hours a year from July 1 to June 30. Twelve-month employees will receive half their Current Year's PTO Hours on July 1st and the remaining half of their Current Year's PTO Hours on January 1st.

2. Full-time, twelve-month Courier, Custodian and Maintenance employees with less than ten years of service:

Full-time, twelve-month courier, custodian and maintenance employees shall earn **192** hours a year from July 1 to June 30. Twelve-month employees will receive half their Current Year's PTO Hours on July 1st and the remaining half of their Current Year's PTO Hours on January 1st.

3. Part-time, twelve-month Courier, Custodian and Maintenance employees with ten years of service or greater:

Part-time, twelve-month courier, custodian and maintenance employees shall earn **120** hours a year from July 1 to June 30. Twelve-month employees will receive half their Current Year's PTO Hours on July 1st and the remaining half of their Current Year's PTO Hours on January 1st.

4. Part-time, twelve-month Courier, Custodian and Maintenance employees with less than ten years of service:

Part-time, twelve-month courier, custodian and maintenance employees shall earn **96** hours a year from July 1 to June 30. Twelve-month employees will receive half their Current Year's PTO Hours on July 1st and the remaining half of their Current Year's PTO Hours on January 1st.

5. Full-time, ten-month Bus Driver and Bus Aide employees:

Full-time, ten-month bus drivers and bus aide employees shall earn **96** hours a year from September 1 to June 30. Ten-month employees will

receive half their Current Year's PTO Hours on September 1st and the remaining half of their Current Year's PTO Hours on February 1st.

Ten-month Transportation employees' Current Year PTO Hours will be determined by their base hours from the prior school year for Current Year PTO Hours received on September 1st. The Current Year PTO Hours received on February 1st will be determined by their base hours for the current school year as awarded to the employee in November.

6. Part-time, ten-month Bus Driver and Bus Aide employees:

Part-time, ten-month bus driver and bus aide employees shall earn PTO hours based on their annual base hours. Employees will receive the equivalent of twelve (12) days of PTO a year which shall consist of the base hours multiplied by twelve days for the current year's allotment from September 1 to June 30.

Ten-month employees will receive half their Current Year's PTO Hours on September 1st and the remaining half of their Current Year's PTO Hours on February 1st.

Ten-month Transportation employees' Current Year PTO Hours will be determined by their base hours from the prior school year for Current Year PTO hours received on September 1st. The Current Year PTO Hours received on February 1st will be determined by their base hours for the current school year as awarded to the employee in November.

Example: A Bus Aide has base hours of five and half (5.5) hours a day times the 12 PTO days that equals sixty-six (66) hours.

7. If an employee does not work the entire month due to probation (with the exception of existing employees), resignation, retirement, or an unpaid leave of absence, Paid Time Off shall be pro-rated. The method used to prorate an employee's PTO is dividing the annual maximum hours (see B1 to B6) for which an employee would have earned as of July 1st if the employee is a twelve-month employee or September 1st if the employee is a ten-month employee by the number of months remaining within the contract year.

C. SEVERANCE: BD/BA/C-M

1. Full-time, twelve-month courier, custodian, and maintenance employees with ten (10) years to fourteen years and eleven (11) months of service who retire or resign their employment and have accumulated Paid Time Off, shall receive a severance payment for their unused PTO hours at seventy-five (75%) percent of their available PTO but not to exceed **400** hours at the employee's hourly rate at the time of retirement or resignation.

Employees who are terminated for cause as hereinbefore defined in Article III, Section M, subsection 3 will not receive a payout for unused Paid Time Off.

2. Full-time, twelve-month courier, custodian and maintenance employees with fifteen (15) years or more employment with the District, who retire or resign their employment and have accumulated Paid Time Off, shall receive a severance payment for their unused PTO hours at one hundred (100%) percent. The maximum amount of PTO that will be paid out to full time, twelve-month employees at time of retirement or resignation is **400** hours at the employee's hourly rate at the time of retirement or resignation. Employees who are terminated for cause as hereinbefore defined in Article III, Section M, subsection 3 will not receive a payout for unused Paid Time Off.

3. Part-time, twelve-month courier, custodian and maintenance employees with ten (10) years to fourteen years and eleven (11) months of service who retire or resign their employment and have accumulated Paid Time Off, shall receive a severance payment for their unused PTO hours at seventy-five (75%) percent of their available PTO but not to exceed **215** hours at the employee's hourly rate at the time of retirement or resignation. Employees who are terminated for cause as hereinbefore defined in Article III, Section M, subsection 3 will not receive a payout for unused Paid Time Off.

4. Part-time, twelve-month courier, custodian and maintenance employees with fifteen (15) years or more employment with the District, who retire or resign their employment and have accumulated Paid Time Off, shall

receive a severance payment for their unused PTO hours at one hundred (100%) percent. The maximum amount of PTO that will be paid out to a part-time, twelve-month employee at time of retirement or resignation is **215** hours at the employee's hourly rate at the time of retirement or resignation. Employees who are terminated for cause as hereinbefore defined in Article III, Section M, subsection 3 will not receive a payout for unused Paid Time Off.

5. Full-time, ten-month bus driver and bus aide employees with ten (10) years to fourteen years and eleven (11) months of service who retire or resign their employment and have accumulated Paid Time Off, shall receive a severance payment for their unused PTO hours at seventy-five (75%) percent of their available PTO but not to exceed **300** hours at the employee's hourly rate at the time of retirement or resignation. Employees who are terminated for cause as hereinbefore defined in Article III, Section M, subsection 3 will not receive a payout for unused Paid Time Off.
6. Full-time, ten-month bus drivers and bus aide employees with fifteen (15) years or more employment with the District, who retire or resign their employment and have accumulated Paid Time Off, shall receive a severance payment for their unused PTO hours at one hundred (100%) percent. The maximum amount of PTO that will be paid out to full-time, ten-month employees at time of retirement or resignation is **300** hours at the employee's hourly rate at the time of retirement or resignation. Employees who are terminated for cause as hereinbefore defined in Article III, Section M, subsection 3 will not receive a payout for unused Paid Time Off.
7. Part-time, ten-month bus driver and bus aide employees with ten (10) years to fourteen years and eleven (11) months of service who retire or resign their employment and have accumulated Paid Time Off, shall receive a severance payment for their unused PTO hours at seventy-five (75%) percent of their available PTO but not to exceed **170** hours at the employee's hourly rate at the time of retirement or resignation. Employees who are terminated for cause as hereinbefore defined in Article III, Section M, subsection 3 will not receive a payout for unused Paid Time Off.
8. Part-time, ten-month bus driver and bus aide employees with fifteen (15) years or more employment with the District, who retire or resign their employment and have accumulated Paid Time Off, shall receive a severance payment for their unused PTO hours at one hundred (100%)

percent. The maximum amount of PTO that will be paid out to a part-time, ten-month employee at time of retirement or resignation is 170 hours at the employee's hourly rate at the time of retirement or resignation. Employees who are terminated for cause as hereinbefore defined in Article III, Section M, subsection 3 will not receive a payout for unused Paid Time Off.

D. COURT APPEARANCES BD/BA/C-M

1. An employee who is called for jury duty shall suffer no loss in salary during the period of his/her actual jury service provided that he/she shall furnish the School District with a statement from the appropriate Clerk of Court attesting to the period of such service and provided that he/she turn back to the School District any amounts paid for such service during such period of service.
2. An employee who is subpoenaed as a witness by the School District in a court proceeding, or who is a party to a suit against the School District as a result of or relating directly to the discharge of his/her duties as an employee of the School District while acting within the scope of his/her duties shall suffer no loss in salary during the period of his/her appearance in court, provided that the proceeding has not been initiated by the employee or the Association. Such employee shall furnish the School District with a copy of the applicable subpoena together with a statement from the Clerk of Court attesting to the period of appearance in court and shall turn back to the School District any witness fees received.
3. Any employee who is a party to a suit against the School District shall not be reimbursed his or her wages that were lost because of the court appearance.
4. A bus driver or bus aide summoned to Court concerning any traffic or vehicle occurrences related to his/her operation of a school district bus shall be paid his/her regular hourly rate for the time spent in Court and mileage at the rate then in effect as determined by the Internal Revenue Service plus any toll charges upon submittal of proof thereof.

E. CHILD REARING LEAVE BD/BA/C-M

1. An employee who is expecting or whose spouse is expecting the birth of a child, or who expects to adopt a child, and who wishes to continue

employment following a period of absence taken for the purpose of rearing the child, shall be granted a child-rearing leave of absence without pay.

2. An employee who wishes a child-rearing leave of absence without pay must submit a request for such leave, in writing, to the Office of the Superintendent not later than forty-five (45) days prior to the proposed effective date of the child-rearing leave.
3. The written request for child-rearing leave shall specify the expected date of birth or adoption of the child and shall specify the proposed period of the leave.
4. Approval of a request for child-rearing leave shall be reflected upon the minutes of the School Board and shall specify the period of the leave. The minimum length of child-rearing leave is forty-five (45) working days and the maximum length is twelve (12) months, one (1) calendar year.
5. An employee who has been granted a child-rearing leave of absence and who wishes to terminate the leave prior to the approved termination date may request approval of an earlier termination date. A request for an early termination of an approved child-rearing leave must be made, in writing, to the Office of the Superintendent at least thirty (30) days prior to the new termination date requested or in an emergency as soon as possible.
6. Upon termination of the leave, the School District shall reinstate the employee to the position held prior to the leave, if available, or to a substantially equal position if such position is available. If such position is not available, the School District may offer the employee any other available position for which the employee is qualified.
7. Employees on authorized child-rearing leaves of absence without pay, pursuant to this Article, shall not be considered to be active employees of the School District during the period of the leave and shall not be entitled to any benefits, including, but not limited to salary, fringe benefits, sick leave, personal leave, or other types of paid benefits, which are granted active employees. Employees shall neither lose seniority nor accrue seniority during the leave.
8. No employee shall be entitled to a period of absence or leave allowed or authorized under any other Article of this Agreement during any period of

absence approved under this Article.

9. Employees granted child-rearing leave may be allowed to remain a member of School District group insurance plans during the leave at their own expense, subject to approval of the carrier(s), if they request that they be allowed to remain a member of the plans prior to beginning of the child-rearing leave. Because the School District pays premiums one month in advance, the employee must submit monthly premium payments to the Business Office at least one month in advance of the date that each premium payment is due.
10. The time limits expressed in this Section may be waived by written approval of the Superintendent in the event of extenuating circumstances which the Superintendent, in his/her sole discretion, deems sufficient.

F. ASSOCIATION LEAVE BD/BA/C-M

The president, vice president, secretary or treasurer of the Association shall be authorized to attend Association-related business meetings, and shall be granted such leave of absence as is necessary for such purposes, to a limit of five (5) total days per year for the bargaining unit. Such absences shall not be charged to the employee's sick or personal leave. No expenses incident to attendance to such meetings shall be paid by School District, the Association shall pay and reimburse the School District the wages for the substitute engaged, during absence. The Association will notify the School District, in writing, at least three (3) weeks in advance of any use of Association leave days.

G. HOLIDAYS BD/BA/C-M

1. All custodial and maintenance employees shall receive those holidays designated each year by the School District in the School District's annual calendar which shall be those days when all School District buildings are closed. Each employee shall be compensated at his/her hourly pay rate for that calendar year for those designated holidays. Except in extenuating circumstances as approved by the Superintendent or his/her designee, no custodial or maintenance employee may use a personal day on the work day before a holiday or the work day after a holiday or on the first day or the last day of the school year.
2. Any bus driver or bus aide who works on Memorial Day or Thanksgiving

Day shall receive one and one-half (1.5) times the bus driver's hourly rate or the bus aide's hourly rate.

3. Bus Drivers and Bus Aides shall receive three (3) paid holidays designated as Thanksgiving Day, Christmas Day and New Year's Day. Each bus driver and bus aide shall be compensated at straight time for each holiday based on each bus driver's and bus aide's base hours for that school year.
4. If Custodial Maintenance Employee is required to work on a holiday, the employee shall be compensated at the rate of one and one-half (1.5) times the employee's base hourly rate of pay.

ARTICLE V

HOURS OF WORK AND WORK YEAR

A. REGULAR C-M

1. Custodial Staff and Maintenance Staff assigned to a single work location: The normal hours for custodial and maintenance staff shall be eight (8) hours per day, exclusive of thirty (30) consecutive minutes, except in extenuating circumstances, for lunch scheduled on a regular work week of five (5) consecutive days. No changes in the normal hours or regular work week shall be made except in cases of emergency.
2. Maintenance Staff assigned to the District Maintenance Office - The normal hours for maintenance staff shall be eight (8) hours per day, exclusive of a one-half (1/2) hour for lunch. Maintenance employees shall be allowed fifteen (15) minutes paid travel time to and from the maintenance office for their lunch when not working on the Penncrest High School campus.
3. Bus Mechanic Staff - The normal hours for bus mechanic staff shall be eight (8) hours per day exclusive of one-half (1/2) hour for lunch.
4. Shift Change - Whenever possible, the supervisor will consult with the employee prior to adjusting the employee's work hours.
5. Custodian Staff and Maintenance Staff shall not be required to work more than sixteen (16) hours in a workday, except in the event of an emergency as determined by the School District, in which case any such employee shall be paid at two (2) times the employee's regular hourly rate for all continuous hours worked in excess of sixteen (16) hours.
6. Any custodian who is assigned to check the building in which the custodian works on either Saturday or Sunday must remain in the building on that day for no less than two (2) hours during which the custodian will perform his/her normal custodial duties.

B. BREAKS C-M

An employee who is required to work four (4) or more hours after completing an eight (8) hour shift shall receive an additional meal period of thirty (30) minutes. This shall be paid time and shall be scheduled to occur within six (6) hours of the previous meal period.

For each four (4) hours of work, an employee will receive a 10 minute break.

C. CLASSIFICATION: BD/BA/C-M

1. Full-time - All employees hired before July 1, 2012 who work five (5) or more hours every day and twenty-five (25) or more hours every week on a regular basis shall be considered full-time employees. All employees hired after July 1, 2012, who work seven (7) or more hours every day and thirty-five (35) or more hours every week on a regular basis shall be considered full-time employees.
2. Part-time - All employees hired before July 1, 2012, who work less than five (5) hours each day and less than twenty-five hours each week on a regular basis shall be considered part-time employees. All employees hired after July 1, 2012, who work less than seven (7) hours each day and less than thirty-five (35) hours each week on a regular basis shall be considered part-time employees.

D. WORK YEAR: BD/BA/C-M

1. Custodial and Maintenance employees' work year will be 260/261/262 days starting July 1st to June 30th.
2. a) Transportation employees' work year will begin with the bid meeting on the third Thursday of August with the third Friday of August and the fourth Monday of August to be utilized as a day of work to test drive the route for the new school year. Bus Drivers and Bus Aides can select one of these two days to work and their hours will reflect the length of time of the selected run.
2. b) For transportation runs within the District, transportation bargaining unit members shall work every student day in accordance with the District calendar. For transportation runs outside of the District, transportation

bargaining unit members shall work every student day in accordance with the respective schools' calendars.

2. c) The work year will end with the last student day for the school district or the school to which the bus driver and/or bus aide is assigned. In no contract year will the work year for in District transportation employees go beyond June 30th.

E. FLEXIBLE INSTRUCTION DAY

If the Superintendent or designee authorizes a Flexible Instruction Day for whatever reason, the bus aides and bus drivers shall be permitted to utilize PTO to cover all five Flexible Instruction Days during any given school year. In order to be compensated for FID, the employee must use the first three days from their PTO bank (if available) with the balance of up to five (5) days to be drawn from their current fiscal year's PTO allotment.

ARTICLE VI

ECONOMIC BENEFITS

A. WAGES BD/BA/C-M

1. Starting Wages

- a) Starting wages for new bus drivers shall be the same as all other bus drivers.
- b) Starting wages for tradesmen, master tradesmen, bus mechanics, master bus mechanics, maintenance employees, custodians and bus aides shall be at the full rate of pay for those positions in the School District.
- c) Night Supervisors

Night supervisors shall be paid a supplemental payment to their base pay as follows:

- 1) Secondary School night supervisor - \$1,500
- 2) Elementary school night supervisor - \$1,000

2. Wage Schedule

- a) The rate of pay for all employees shall be in accordance with the attached wage schedule.

2021-2022 – Each job classification will receive an hourly rate increased as described:

Custodian - \$.76

Maintenance - \$.83

Bus Mechanic - \$1.18

Master Bus Mechanic - \$1.15

Tradesman - \$1.06

Master Tradesman - \$1.19

Courier - \$.31

Bus Driver - \$.95

Bus Aide - \$.66

With an average wage increase of 3.7% for the group.

2022-2023 – \$.80 per hour with an average wage increase of 3.32% for the group.

2023-2024 – \$.80 per hour with an average wage increase of 3.21% for the group.

2024-2025 – \$.82 per hour with an average wage increase of 3.19% for the group.

The change in hourly rates will take effect on July 1, 2021, July 1, 2022, July 1, 2023, and July 1, 2024.

- b) There shall be a shift differential of 50 cents per hour for all custodians who work the third (3rd) shift for the School District.

3. Overtime C-M

Essential employees will be required to work overtime. Custodial employees, maintenance employees, courier(s) and bus mechanics are considered to be essential. Every effort will be made to first offer the overtime work on a voluntary basis to qualified employees.

- a) Employees required to work in excess of forty (40) hours in any calendar week, which may include planned paid time off, shall be compensated at the rate of one and one-half (1.5) time the employees base rate of pay for the excess hours. Use of unplanned paid time off shall not be considered work days when computing overtime.
- b) First offer of overtime shall be made on a rotating basis within the

appropriate work area or building.

- c) If additional help is needed beyond employees available in the procedure outlined above, overtime work shall be offered on a rotating basis off a master list of all employees in that division of the bargaining unit.
- d) If no one agrees to work overtime, then the first person on the list in the appropriate work area or building shall be required to perform the work on a rotating basis.

4. Paycheck direct deposit BD/BA/C-M

Effective January 1, 2008, the School District shall make a direct deposit of the employee's bi-weekly paycheck into the employee's designated bank account(s). The employee shall be responsible to provide the necessary account(s) information to the School District.

5. Severance Pay BD/BA/C-M

Upon the termination of employment or upon the employee's death, the employee or his/her legally authorized representative shall receive such regular compensation as is owed said employee and compensation for unused Paid Time Off hours as provided in Article IV., Section C.

B. FRINGE BENEFITS BD/BA/C-M

- 1. Eligibility - All full-time employees are eligible for all fringe benefits: medical, prescription, dental, vision, withdrawal bonus, and life insurance.
- 2. Medical - Health and Hospitalization

Effective July 1, 2021, the District will offer a Silver Plan and a Platinum Plan.

- A. **Silver Plan** is available for all bargaining unit members who do not elect the Platinum Plan. The **Silver Plan** is the Independence Blue Cross' Personal Choice Plan \$3,500/\$40/\$80/100% or equivalent

from another carrier. The District will pay the full cost of the premium for the **Silver Plan** during all four-contract years.

- B. Platinum Plan** is available to bargaining unit members. The **Platinum Plan** is the Independence Blue Cross' Personal Choice Plan HD1-HC1 \$1,500/\$3,000 or equivalent from another carrier. Bargaining unit members who elect the **Platinum Plan** will contribute to the monthly premium.

In year 1 (2021-2022) employees will be responsible for two (2%) percent of the monthly premium.

In year 2 (2022-2023) employees will be responsible for two (2%) percent of the monthly premium.

In year 3 (2023-2024) employees will be responsible for two (2%) percent of the monthly premium.

In year 4 (2024-2025) employees will be responsible for two (2%) percent of the monthly premium.

Contributions to the monthly premiums are deducted on a pre-tax basis as permitted under the Internal Revenue Code of 1986, as amended. The District is a sponsor to a pre-tax plan pursuant to Internal Revenue Code Section 125, and the regulations promulgated thereunder. Bargaining unit members who participate in the **Platinum Plan** and contribute to the monthly premium do so on a pre-federal income and FICA tax basis.

3. HRA Funding

The Silver Plan: Bargaining unit members who participate in the **Silver Plan** will be eligible for the following funding to a Health Reimbursement Account (HRA).

During the 2021-2022, 2022-2023, 2023-2024, and 2024-2025 contract years of the agreement, the District will fund up to \$2,500.00 annually for single coverage and up to \$5,000.00 annually for all other coverage levels in a Health Reimbursement Account (HRA). The HRA funding may be

used for the deductible, medical copayments, out of network claims, and prescription copayments.

Platinum Plan: Bargaining unit members who participate in the **Platinum Plan** will be eligible for the following funding to a Health Reimbursement Account (HRA).

During the 2021-2022 contract year, the District will fund up to \$1,500.00 annually for single coverage and up to \$3,000.00 annually for all other coverage levels in a Health Reimbursement Account (HRA). The HRA funding may be used for the deductible, medical copayments, out of network claims, and prescription copayments.

During the 2022-2023 contract year, the District will fund up to \$1,500.00 annually for single coverage and up to \$3,000 annually for all other coverage levels in a Health Reimbursement Account (HRA). The HRA funding may be used for the deductible, medical copayments, out of network claims, and prescription copayments.

During the 2023-2024 contract year, the District will fund up to \$1,500.00 annually for single coverage and up to \$3,000.00 annually for all other coverage levels in a Health Reimbursement Account (HRA). The HRA funding may be used for the deductible, medical copayments, out of network claims, and prescription copayments.

During the 2024-2025 contract year, the District will fund up to \$1,200.00 annually for single coverage and up to \$2,700.00 annually for all other coverage levels in a Health Reimbursement Account (HRA). The HRA funding may be used for the deductible, medical copayments, out of network claims, and prescription copayments.

4. Prescription Insurance

- a) Effective July 1, 2021, the District shall offer the prescription plan through CVS Caremark or equivalent from another carrier.
- b) The prescription drug plan will include \$20.00 appropriate co-pay for generic prescriptions, \$40.00 appropriate co-pay for preferred brand prescriptions and \$70.00 appropriate co-pay for nonpreferred brand

prescriptions, \$125.00 appropriate co-pay for injectables and \$125.00 appropriate co-pay for specialty prescriptions.

- c) The prescription plan will include drug quantity management and step therapy programs. The prescription plan will exclude compound prescriptions that are non-FDA approved from the plan.
- d) The prescription drug plan will include a mandatory mail order requirement for maintenance drugs as defined by the carrier. The mail order service will permit employees to order up to a 90-day supply but with a 30-day limit on specialty prescriptions and pay two copays at the appropriate rate.

5. Dental

a) Contributions

The District will pay the full cost of the premium.

b) Coverage

Basic Delta Dental Plan or equivalent. The School District has the right to select the insurance carrier.

6. Dental Supplemental - Oral Surgery

a) Contributions

The School District shall contribute one hundred percent (100%) of the premium cost for the individual or family plan coverage.

b) Coverage –The plan year maximum will be \$2,000 per person.

Oral Surgery (100% ucr)

Prosthetics (50% ucr)

Periodontics (50% ucr)

Delta Dental Oral Surgery Plan or equivalent. The School District has the right to select the insurance carrier.

7. Dental Supplemental - Orthodontics

a) Contributions

- 1) The School District shall contribute one hundred percent

(100%) of the premium cost for the individual or family plan coverage.

2) The lifetime orthodontics benefit shall be two thousand five hundred dollars (\$2,500).

b) Coverage
Delta Dental Orthodontics Plan or equivalent. The School District has the right to select the insurance carrier.

8. Vision

a) Contributions

The District will pay the full cost of the premium.

b) Coverage

Eye Examination and Refraction Service. Vision Benefits of America Plan or equivalent. The School District has the right to select the insurance carrier.

9. The medical, prescription, dental, orthodontic and vision benefits enumerated above shall, for the remaining years of this agreement, be the same as those benefits afforded members of the Rose Tree Media Education Association, including the same contributions for those benefits as may apply to the members of that Association.

10. Withdrawal Bonus

a) Except as hereafter set forth, each employee who chooses not to elect health and hospital coverage with the School District shall receive a monthly payment. If the employee chooses to re-enter the plan, the first re-entry shall be at no cost to the employee. The maximum monthly payment under the provisions of this section shall be two hundred fifty-five dollars (\$255). If any employee is covered under any School District health and hospital coverage plan, that member shall not be entitled to receipt of a withdrawal bonus.

b) Any subsequent re-entry shall cost the employee twenty-five percent

(25%) per month of the contribution rate for one year.

11. Disability Income Protection Insurance

The District will offer benefit eligible employees the opportunity to purchase Disability Income Protection as a voluntary benefit.

12. Life Insurance

- a) Full-time employees, at the expense of the District, will receive \$20,000.00 of term life insurance, regardless of years of service with the District. The Board retains the right to select the insurance carrier.
- b) Employees may purchase additional life insurance up to an equal value at his/her own expense. Employees hired on or after July 1, 2018 will not be able to purchase this additional life insurance.

An employee currently purchasing additional life insurance from the carrier may continue to do so.

If the employee cancels or drops the additional life insurance at any point during the term of the agreement, he/she will not be permitted to reenter the additional life insurance program.

An employee currently not participating in the additional life insurance program as of June 30, 2021 will not be permitted to purchase additional life insurance.

13. Advanced Training

- a) Employees who have completed two (2) or more years as employees may be reimbursed for the tuition of advanced training courses related to their work assignment, as approved by their immediate supervisor and the Director of Management Services.
- b) Employees assigned to attend training seminars shall be permitted to do so without loss in pay. In addition, he/she shall be reimbursed for travel and other expenses related to attending the training.
- c) Copies of all notices of transportation, custodial and maintenance

training programs, courses, seminars and workshops received by the School District from state agencies, and educational or other institutions, shall be forwarded to the Association.

- d) Requests for advanced training reimbursement shall be made, in writing, to the immediate supervisor who will forward the request to the Director of Management Services. The Director of Management Services shall render a decision within ten (10) days.

14. Uniforms

- a) The School District shall provide and maintain uniforms, which includes pants and shirts for the bus mechanic(s). The District will provide a one hundred and fifty dollars (\$150.00) allowance for boots once a year for the bus mechanic(s). The employee must provide a receipt to the District in order to receive the reimbursement. The District shall make payment within sixty (60) days from the date the employee provides the receipt to the District.
- b) The School District shall provide and replace as necessary, shirts for the, maintenance staff, and tradesmen. The District will provide a one hundred and fifty dollars (\$150.00) allowance for boots and/or pants once a year for the maintenance staff and tradesmen. The employee must provide a receipt to the District in order to receive the reimbursement. The District shall make payment within sixty (60) days from the date the employee provides the receipt to the District.
- c) The School District shall provide and replace, as necessary, shirts for all custodians and courier(s).
- d) The District shall provide bargaining unit employees who work in the maintenance department with rain gear on an as needed basis.

15. Section 125 Plan

The District and Association agree that the District shall sponsor a plan pursuant to Internal Revenue Code Section 125, as amended, and the regulations promulgated thereunder, to permit eligible employees to elect a Section 125 plan for health care spending account and/or dependent care

spending account as provided under federal law. The District shall not contribute to the account but shall pay any required administrative fees. The health care spending account will be eligible for a \$500.00 rollover.

C. PROBATIONARY PERIOD AND SENIORITY BD/BA

1. Probationary Period (New/Substitute Bus Driver and Bus Aide)

A new bus driver or new bus aide shall be on probation for ninety (90) calendar days which shall commence with the first student day following the date of hire and excluding the bus driver's or bus aide's summer recess, winter break and spring break. At the end of ninety (90) calendar days, a new bus driver or bus aide shall be rated satisfactory or unsatisfactory. A new bus driver or bus aide rated satisfactory shall become a regular bus driver or bus aide and shall begin to receive fringe benefits and acquire seniority. A new bus driver or bus aide rated unsatisfactory shall be terminated from employment in the School District. A substitute bus driver or bus aide who has worked as a substitute bus driver or bus aide for the School District for ninety (90) calendar days or more consecutively during student days in any one (1) school year shall be exempt from the probationary requirement for a new bus driver or new bus aide.

2. Seniority BD

- a) Seniority shall be defined as the period of uninterrupted service for the School District. Paid and unpaid leaves of absence shall not count as any interruption of service. Seniority starts when a new bus driver successfully completes the probationary period. A copy of the seniority list shall be provided the Association in September, March and May.
- b) Seniority shall be uninterrupted by a layoff or furlough for one (1) year provided the employee returns to work within five (5) work days of written notification to return to work.
- c) Employees hired on the same School Board agenda shall have their seniority determined by lottery.
- b) Layoff or furlough shall be based on seniority only in inverse order calculated from the date of hire (e.g. least senior employee is the

first to be furloughed or laid off).

3. Probationary Period C-M

All new Custodians and Maintenance staff will begin their employment with the School District as a Probationary Employee. The employee's performance will be evaluated within ninety (90) calendar days from date of hire or placement in a bargaining unit position, by the immediate supervisor and/or administrator. At the end of the ninety (90) calendar day probationary period and upon receipt of a satisfactory evaluation, the period of probationary employment has been satisfied and the employee's status is changed from Probationary Employee to Regular Part-time employee or Regular Full-time employee. If the supervisor fails to evaluate the employee at the end of the ninety (90) calendar day probationary period, the employee is considered to be a satisfactory employee and their status is changed from Probationary Employee to Regular Part-time employee or Regular Full-time employee. If an employee's performance is rated unsatisfactory during the probationary period, he/she will be dismissed from employment. If an employee is dismissed during the Probationary Period of Employment, such discharge shall not become the basis for a grievance or arbitration for any reason.

4. Seniority C-M

- a) Seniority starts when a new custodial-maintenance employee successfully completes the ninety (90) calendar day probationary period. Unsatisfactory rated employee can be dismissed at any time during the probationary period. Satisfactory rated workers will begin accruing seniority in the School District. Seniority shall not be interrupted by a layoff or furlough for two (2) years provided the employee returns to work within five (5) days of notification of return to work. (For purposes of calculation of employees working part-time, their part-time service will be prorated.)
- b) If there is to be a reduction in the custodian work force, it shall be done by laying off the least senior custodian. If there is to be a reduction in the number of maintenance men, the least senior person in this classification has the right to bump a custodian with less seniority.

- c) A copy of the seniority list shall be provided the Association in September, March and May.
- d) Employees in the same job classification hired at the same School Board meeting shall have their seniority determined by lottery.

5. Overtime

- a) Hours in excess of forty (40) hours per week, which may include planned PTO, shall be paid at the rate of one and one-half (1.5) times the employee's hourly rate. Use of unplanned PTO shall not be considered work days when computing overtime.
- b) Employees working Sunday shall be paid at a rate of 1.75 times the employee's hourly rate.

6. On-the-Road-Expenses - Bus Drivers shall be advanced adequate money to cover the cost of parking fees, other tolls and gas for lengthy trips. A meal allowance of Ten (\$10.00) shall be paid to a bus driver for any bus trip of six (6) hours or more.

7. Renewal Fee - The School District shall reimburse part-time and full-time drivers for the cost of the renewal of the bus driver's recertification fee charged by the authorized agent.

8. CDL Training and Recertification - The Association and the School District agreed to compensate bus drivers for ten (10) hours of recertification training as it is a requirement to retain their CDL. The compensation rate will be \$18.00 per hour to be paid after the bus driver successfully completes the recertification program. Proof of completion is necessary to receive the stipend. The Driver is responsible for providing that proof of completion to the Director of Transportation. The District shall make payment within sixty (60) days from the date the employee provides the proof of completion to the District. If the employee is not successful in obtaining a CDL or recertification, the employee will have to take the course work and driving experience on their own time and without compensation.

9. District or State Mandated Training

- a) C-M - All district led training or state-mandated training shall be completed during the regular workday of the custodians and maintenance staff. The bargaining unit employee will be paid at their hourly rate while attending the training.
- b) BD/BA – The District shall provide training to drivers and aides either during their regular work hours or outside of normal working hours. The bargaining unit employee who attends the district led training or state-mandated training will be paid at the employee's hourly rate while attending the training.

ARTICLE VII

GRIEVANCE

A. DEFINITION OF GRIEVANCE BD/BA/C-M

A “grievance” shall be defined as a claim or assertion that there has been a violation of any of the provisions of this Agreement.

B. GENERAL PRINCIPLES

1. Class action grievances may be filed by the Association on behalf of the employees.
2. In addition to his/her own appearances in any of the steps listed below, the aggrieved party may be represented by a third party.
3. The Association may have a representative at any of the steps in the processing of the grievance even if the Association is not representing the aggrieved.
4. An aggrieved person or his/her designated representative may withdraw the grievance from the procedure without prejudice at any time.
5. Failure at any step of this procedure to communicate the decision, in writing, on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step in the procedure. Failure at any step of this procedure to appeal a grievance to the next step of the procedure within the specified time limits shall be deemed acceptance of the decision rendered at that step, thereby waiving any right to proceed to the next step.
6. Time limits may be extended by mutual consent of both parties.
7. No prejudice shall attend any person by reason of utilizing or participating in the procedures contained in this Agreement.
8. No documents, communications, or records dealing with the processing of a grievance shall become part of the personnel files of any of the participants and shall be held confidential.

9. The cost for the services of the arbitrator, including agency fees levied in the selection process, shall be shared equally by the employer and the Association. Any other expenses incurred shall be paid by the party incurring those expenses.
10. All grievances shall be completed on the form in "Appendix A." Unless otherwise noted, all grievance forms shall be returned to the Grievant and the designated Grievance Chairperson.

C. PROCEDURE

- Step 1. The person or persons initiating the grievance shall present the grievance, in writing, on the Association grievance form to the first-level supervisor within fifteen (15) working days (exclusive of weekends and holidays) after its occurrence. The first-level supervisor shall reply to the grievance within five (5) working days after initial presentation of the grievance.
- Step 2. If the action in Step 1 above fails to resolve the grievance to the satisfaction of the affected parties, the grievance may be referred within ten (10) working days to the Director of Management Services who shall reply within twenty (20) working days.
- Step 3. If the action in Step 2 above fails to resolve the grievance to the satisfaction of the affected parties, the grievance may be referred within ten (10) working days to the Superintendent of Schools who shall respond within twenty (20) working days.
- Step 4. If the action in Step 3 above fails to resolve the grievance to the satisfaction of the affected parties the grievance may be referred within twenty (20) working days to the School Board who shall respond within thirty (30) working days.
- Step 5. If the action in Step 4 above fails to resolve the grievance to the satisfaction of the affected parties, the grievance may be referred within twenty (20) working days to binding arbitration in accordance with Section 903 of Act 195.

ARTICLE VIII

SUBCONTRACTING

The School District may contract bargaining unit work to third parties, under the following circumstances.

1. The bargaining unit work requires greater skills and/or services that are necessary but cannot be performed by a bargaining unit member.
2. The bargaining unit work constitutes an emergency which requires an outside contractor.
3. The bargaining unit work requires specialized equipment which the School District does not nor could it reasonably acquire and/or the scope of the work is significantly beyond the capacity of the bargaining unit member to accomplish within the employees' normal duties.
4. The bargaining unit work involves the transportation and/or supervision of students with exceptionalities who, due to the student's disabilities, time constraints, scheduling, and/or specialized equipment for the student, requires skills and services which cannot be provided by a bargaining unit member.
5. The District shall first contact the Association as a courtesy to advise as to the subcontracting of bargaining unit work pursuant to the paragraphs one to four prior to subcontracting the bargaining unit work, except in the case of an emergency, where notification shall be made thereafter. This provision only shall not be subject to a grievance under any of the terms of the agreement.

The School District's utilization of subcontracted third parties does not result in the furlough/layoff of a bargaining unit member.

DEFINITIONS

REGULAR BUS DRIVER

A FULL OR PART-TIME DRIVER ASSIGNED TO A REGULAR BUS ROUTE ON A REGULAR BASIS

NEW BUS DRIVER

A DRIVER WORKING DURING THE NINETY (90) DAY PROBATIONARY PERIOD

SUBSTITUTE BUS DRIVER

A SUBSTITUTE DRIVER TAKES THE PLACE OF A REGULAR OR NEW DRIVER

BUS AIDE

SUPERVISES STUDENTS ON SCHOOL BUSES IN ORDER TO INSURE THE SAFE TRANSPORTATION OF THE STUDENTS AND PROVIDE APPROPRIATE CARE TO SPECIAL NEEDS STUDENTS

BUS MECHANIC

UNDER THE SUPERVISION OF THE GARAGE SUPERVISOR, PERFORMS DUTIES TO ENSURE THAT SCHOOL DISTRICT VEHICLES, INCLUDING BUSES, ARE PROPERLY MAINTAINED. MUST HOLD PENNSYLVANIA CERTIFICATE

COURIER

ENSURES THE PROCESSING AND DELIVERY OF SCHOOL DISTRICT MAIL, BANKING, FOOD, SUPPLIES, AND EQUIPMENT TO APPROPRIATE LOCATIONS.

MASTER BUS MECHANIC

UNDER THE SUPERVISION OF THE GARAGE SUPERVISOR, PERFORMS DUTIES TO ENSURE THAT SCHOOL DISTRICT VEHICLES, INCLUDING BUSES, ARE PROPERLY MAINTAINED. MUST HOLD PENNSYLVANIA CERTIFICATION TO PERFORM STATE VEHICLE INSPECTIONS. IN ADDITION, MUST ACCOMPLISH THE FOLLOWING:

1. Attendance at accredited school/trade school;
2. Successful completion of 2200 hours of classroom instruction;
3. Demonstration of proficiency via ASE or comparable examination; and
4. Master Mechanic ratings in the following areas: (a) trucks; (b) buses; (c) diesel engines; and (d) CNG engines.

MAINTENANCE
CUSTODIAN

UNDER SUPERVISION OF THE FACILITIES FOREMAN AND/OR OTHER SCHOOL DISTRICT ADMINISTRATOR(S), CLEANS AND MAINTAINS OFFICES, HALLS, BATHROOMS, CLASSROOMS AND SIMILAR AREAS OF A DISTRICT BUILDING AND GROUNDS; MAY BE REQUIRED TO SECURE SCHOOL BUILDING UPON CLOSING; AND PERFORMS RELATED WORK AS REQUIRED OR ASSIGNED

MAINTENANCE WORKER

UNDER THE SUPERVISION OF THE DIRECTOR OF MAINTENANCE AND OPERATIONS AND/OR THE MAINTENANCE SUPERVISOR, PERFORMS VARIOUS SEMI-SKILLED TASKS TO MAINTAIN THE BUILDINGS AND GROUNDS OF THE SCHOOL DISTRICT

TRADESMAN

UNDER THE SUPERVISION OF THE DIRECTOR OF MAINTENANCE AND OPERATIONS AND/OR THE MAINTENANCE SUPERVISOR, PERFORMS A VARIETY OF SKILLED TASKS IN ONE OR MORE OF THE FOLLOWING TRADES: ELECTRICAL, PLUMBING, HVAC, CARPENTRY, GENERAL CONSTRUCTION. MUST HOLD AND MAINTAIN CERTIFICATION IN ONE OR MORE OF THESE TRADES

MASTER TRADESMAN

UNDER THE SUPERVISION OF THE DIRECTOR OF MAINTENANCE AND OPERATIONS AND/OR THE MAINTENANCE SUPERVISOR, PERFORMS A VARIETY OF SKILLED TASKS IN ONE OF THE FOLLOWING TRADES: ELECTRICAL, PLUMBING AND/OR HVAC. MUST HAVE COMPLETED AND PASSED AN APPRENTICESHIP PROGRAM OR EQUIVALENT, SERVED AS A JOURNEYMAN IN THAT TRADE FOR A MINIMUM OF FIVE (5) YEARS AND MUST HAVE PASSED THE MASTER TRADESMAN TEST FOR THAT TRADE AS GIVEN BY A LARGE MUNICIPALITY OR COUNTY AGENCY ACCEPTABLE TO THE SCHOOL DISTRICT

MEMORANDUM OF UNDERSTANDING

**Between the Board of School Directors
of the Rose Tree Media School District
and the Rose Tree Media Bus Driver/Custodial Maintenance Association**

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made by and between the Board of School Directors of the Rose Tree Media School District (the "District") and the Rose Tree Media Bus Driver/Custodial Maintenance Association (the "Association"). The District and the Association will be referred to collectively as "the Parties."

WHEREAS, the Association is the certified and exclusive representative for the employees in the bargaining unit;

WHEREAS, the District and the Association are parties to a collective bargaining agreement in effect from July 1, 2018 through June 30, 2021 (the "CBA");

WHEREAS, the Association filed grievance #01-2017-2018 with respect to the transportation of the band trailer;

WHEREAS, the District and the Association desire to resolve grievance #01-2017-2018 and after discussion, desire to amicably establish a practice for the transportation of the Band Trailer as set forth herein;

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. When the Band Trailer is designated to accompany the Band to an event, the Supervisor of Maintenance and Operations and the Supervisor of Transportation will jointly offer the work to an employee of the bargaining unit from either the job classification of Maintenance Worker or Bus Driver in accordance with the provisions listed below:
 - a. Bus Drivers and Maintenance Workers will be given the opportunity to volunteer to include their names on a Band Trailer Master List ("Master List"). If an employee volunteers to have their name placed on the Master List, the employee is agreeing to the conditions contained in this MOU.
 - b. Bargaining unit employees on the Master List may request to remove their names at any point in any given school year. If a bargaining unit employee requests to remove his/her name from the Master List, the
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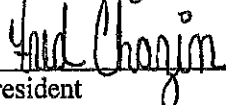
employee will be removed from the list for the remainder of the school year. The employee may request to be included onto the Master List for the following school year.

- c. During the balance of the 2018-19 school year, any interested Bus Driver must notify the Supervisor of Transportation no later than March 11, 2019 and any interested Maintenance Worker must notify the Supervisor of Maintenance and Operations no later than March 11, 2019 of his/her desire to transport the Band Trailer and be included on the Master List. Opportunities to transport the Band Trailer after March 11, 2019 will follow the procedure in paragraphs d-g below.
- d. Beginning with 2019-2020 school year and beyond, all interested Bus Drivers must notify the Supervisor of Transportation and all interested Maintenance Workers must notify the Supervisor of Maintenance and Operations no later than the third Thursday of August of each year who are interested in transporting the Band Trailer. Employees who do not provide their names by the deadline will not be added to the Master List to transport the Band Trailer until the following third Thursday of August of each year.
- e. The Supervisor of Transportation and the Supervisor of Maintenance and Operations will then create a Master List which will be ordered by seniority among eligible employees of the bargaining unit within the District. The Master List will be posted at the Transportation Department and the Maintenance Department.
- f. When there is a need to transport the Band Trailer, the band director or designee will send email correspondence to the Supervisor of Transportation and the Supervisor of Maintenance and Operations. The Supervisor of Transportation will notify the employee via telephone call at the top of the Master List and offer that person the opportunity to transport the Band Trailer. The employee may choose to accept the assignment or decline the assignment. If the employee declines the assignment, his/her name will go to the bottom of the Master List rotation. The employee will have twenty-four (24) hours to accept or decline the opportunity to transport the Band trailer. If no response is received after twenty-four hours, the appropriate Supervisor of Transportation then proceed to notify via telephone call the next person on the Master List.
- g. In the event that no one on the list accepts the assignment, the employee first offered the assignment will be assigned to the trip, excepting any employees who is ill. If this assignment results in the

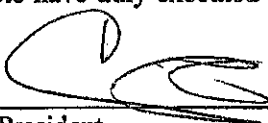
employee working a greater than 40-hour work week, the employee shall be paid overtime.

2. To be qualified to transport the Band Trailer, the Bus Driver bargaining unit employee must take and pass a road test as administrated by the Supervisor of Transportation, and the Maintenance Worker must take and pass a road test as administered by the Supervisor of Maintenance and Operations. The test must be administered during normal working hours (in between the employee's scheduled bus runs or during the employee's scheduled work day). If the employee does not pass the road test, the employee will be determined not to be qualified to transport the Band Trailer and will not be added to the list.
3. The Master List shall be provided to the Association within ten (10) days of the completion of the Master List. The District shall correct any inaccuracies regarding seniority within five (5) days of written notice by the Association.
4. The Parties agree that the terms of this MOU will not otherwise alter or change any of the provisions of the CBA between the Parties.
5. The Parties further agree that the terms of this MOU will not alter, in any manner, the agreement entered into between the District and the Penncrest High School Parents Association as it pertains to the Band Trailer.
6. All other terms of the CBA shall remain in full force and effect.
7. Any violation of this MOU will be subject to arbitration pursuant to the grievance-arbitration provisions of the CBA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum of Understanding on the date set forth herein.



President
Rose Tree Media Bus Drivers and
Custodial/Maintenance



President
Rose Tree Media School District
Board of School Directors

Date: February 28, 2019

Date: February 28, 2019

MEMORANDUM OF UNDERSTANDING
Summer Work Assignments

Sign Up List

On or before June 1 of each school year, regular bus drivers and bus aides who wish to work during the summer may sign up on any or all of the following lists that are posted by the Transportation Department: (1) regularly scheduled bus routes; (2) extra work; and (3) field trips.

Regular Routes

Summer bus routes known by the Transportation Department shall be posted on or about the third (3rd) Friday of June each year. Bus routes will be awarded to bus drivers on the basis of seniority from among those who sign up and the bus routes they select. Once a bus route is selected, that bus route may not be dropped in exchange for a subsequently posted bus route. If additional bus routes occur, those bus routes will be assigned by seniority from the remaining bus drivers who have signed up but have not yet been assigned a bus route. If a bus driver or bus aide has signed up for a bus route but has exceeded the use of that driver's or aide's earned sick leave during the regular school year, the Transportation Department reserves the right not to assign a summer bus route to that bus driver or bus aide. Bus aides will be assigned to summer bus routes in the same manner as is done during the regular school year.

Extra Work

Extra work will be assigned in the same manner as is done during the regular school year.

Field Trips

Field trips will be posted and signed up for by bus drivers and bus aides in the same manner as is done during the regular school year. If there are no bus drivers/bus aides available or if a field trip comes up unexpectedly, then bus drivers/bus aides who have signed the summer field trip list will be called for assignment in order of seniority. Only when all regular bus drivers and bus aides on the list have been called but have not accepted an assignment will substitute bus drivers/bus aides be called to fill the field trips.

Bus Drivers Working as Bus Aides

In the event there are more summer runs that require bus aides than there are bus aides available, regular bus drivers will be offered bus aide assignments based on the bus driver seniority but subject to the School District's evaluation as to the bus driver's qualifications to perform the duties of a bus aide. Bus Drivers so selected will be paid according to the applicable bus aide wage rate then in effect under the Collective Bargaining Agreement. However, a bus driver who fills in temporarily when a bus aide (or a bus driver who has accepted assignment as a bus aide) is absent, shall be paid his/her regular bus driver's wages.

Work in Maintenance

When the Maintenance Department has summer positions available, the Department will post the positions with the description of the job duties and responsibilities, the necessary skills and experience required and the hours and wages for those positions. The School District reserves the right to fill these positions through an interview process, not based on seniority. No employees who are 12 month employees in the School District will be consider for summer positions.

Bus Maintenance and Cleaning

When the Transportation Department has summer work available for cleaning and maintaining the School District's school buses, the Department will post the positions with the description of the job duties and responsibilities, the necessary skills and experience required and the hours and wages for those positions. The School District reserves the right to fill these positions through an interview process, not based on seniority. No employees who are 12 month employees in the School District will be considered for summer positions.

ROSE TREE MEDIA SCHOOL DISTRICT

MEMORANDUM OF UNDERSTANDING

**Between the Board of School Directors
of the Rose Tree Media School District
and the Rose Tree Media Bus Driver/Custodian/Maintenance Association**

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made by and between the Board of School Directors of the Rose Tree Media School District (the "District") and the Rose Tree Media Bus Driver/Custodial/Maintenance Association (the "Association"). The District and the Association will be referred to collectively as "the Parties."

WHEREAS, the District and the Association are parties to a collective bargaining agreement with a term of July 1, 2021 through June 30, 2025;

WHEREAS, the CBA provides for Paid Time Off (hereinafter "PTO") in Article IV.

WHEREAS, the CBA provides that PTO is earned biweekly in Article IV, and the parties desired to provide employees with greater flexibility in the use of PTO;

WHEREAS, a dispute arose between the parties regarding employees use of PTO leave, and the grievance timelines were held for all PTO disputes;

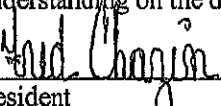
WHEREAS, the Board and Association, after discussion, desire to implement new PTO language to resolve the disputes which arose from July 1, 2021 to March 1, 2023;

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. The parties agree and hereby adopt the revised PTO language attached hereto and incorporated herein as Exhibit A. The language shall supplant Article IV A and B of the CBA only. Article IV, C "Severance" shall remain as is currently constituted in the CBA.
2. The parties agree that any and all disputes known or unknown regarding PTO, including its implementation, interpretation and employee eligibility for the same from July 1, 2021 to March 1, 2023 are hereby deemed resolved and/or waived.
3. The MOU shall be effective upon execution by the parties.
4. The Parties agree that the terms of this MOU will not otherwise alter or change any of the provisions of the current Collective Bargaining Agreement between the Parties.
5. All other terms of the CBA shall remain in full force and effect.

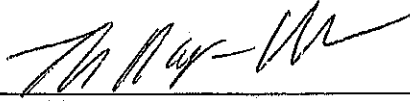
6. This MOU shall not set a practice or precedent for how similar matters in the future will be addressed and this MOU may only be utilized in the future in order to implement and/or enforce the MOU.
7. Any violation of this MOU will be subject to arbitration pursuant to the grievance-arbitration provisions of the CBA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum of Understanding on the date set forth herein.



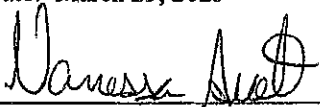
President
Rose Tree Media Bus Drivers/Custodial/
Maintenance Association

Date: March 22, 2023



President
Rose Tree Media School District
Board of School Directors

Date: March 23, 2023



School Board Secretary
Rose Tree Media School District
Board of School Directors

Date: March 23, 2023

WAGE SCHEDULE
ROSE TREE MEDIA BUS DRIVERS/CUSTODIAL MAINTENANCE ASSOCIATION

Custodians	2021-22	2022-23	2023-24	2024-25
	Yr 1	Yr 2	Yr 3	Yr 4
Wage Rate	\$21.10	\$21.90	\$22.70	\$23.50
Maintenance	2021-22	2022-23	2023-24	2024-25
	Yr 1	Yr 2	Yr 3	Yr 4
Wage Rate	\$23.40	\$24.20	\$25.00	\$25.80
Bus Mechanic	2021-22	2022-23	2023-24	2024-25
	Yr 1	Yr 2	Yr 3	Yr 4
Wage Rate	\$29.10	\$29.90	\$30.70	\$31.50
Master Bus Mechanic	2021-22	2022-23	2023-24	2024-25
	Yr 1	Yr 2	Yr 3	Yr 4
Wage Rate	\$32.55	\$33.35	\$34.15	\$34.95
Tradesman	2021-22	2022-23	2023-24	2024-25
	Yr 1	Yr 2	Yr 3	Yr 4
Wage Rate	\$30.80	\$31.60	\$32.40	\$33.20
Master Tradesman	2021-22	2022-23	2023-24	2024-25
	Yr 1	Yr 2	Yr 3	Yr 4
Wage Rate	\$34.40	\$35.20	\$36.00	\$36.80
Courier	2021-22	2022-23	2023-24	2024-25
	Yr 1	Yr 2	Yr 3	Yr 4
Wage Rate	\$19.60	\$20.40	\$21.20	\$22.00
Bus Driver	2021-22	2022-23	2023-24	2024-25
	Yr 1	Yr 2	Yr 3	Yr 4
Wage Rate	\$26.80	\$27.60	\$28.40	\$29.20
Bus Aide	2021-22	2022-23	2023-24	2024-25
	Yr 1	Yr 2	Yr 3	Yr 4
Wage Rate	\$17.65	\$18.45	\$19.25	\$20.05