

**AGREEMENT BETWEEN  
THE CENTRAL BUCKS SCHOOL DISTRICT  
AND  
CENTRAL BUCKS TRANSPORTATION ASSOCIATION  
ESPA/PSEA/NEA**

**JULY 1, 2020 TO JUNE 30, 2025**

**BARGAINING UNIT AGREEMENT OF THE  
CENTRAL BUCKS TRANPORTATION ASSOCIATION**

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This Agreement is made and entered into by and between the Central Bucks School District, hereinafter referred to as the "Board", and the Central Bucks Transportation Association ESPA/PSEA/NEA, hereinafter referred to as the "Association".

## ARTICLE I – RECOGNITION

### Section 1.

The Board recognizes the Association as the exclusive bargaining agent for the employees of the bargaining unit designated as Full-Time Drivers in a subdivision of the employees' unit comprised of bus drivers, mechanics, and coordinators; and excluding supervisors, first-level supervisor and confidential employees as defined in the Public Employee Relations Act.

All employees shall be provided with a handbook delineating district policy, rules, and regulations. The policies, rules, and regulations outlined in this handbook shall not be considered part of this contract and the application of same shall not be subject to the grievance procedure as outlined in Appendix C on this contract.

### Section 2.

For the purposes of this Agreement the bargaining unit is defined as follows:

#### Drivers

- a. Full-Time Driver: CDL-qualified person assigned to operate a school bus on a regular run both a.m. and p.m. between the designated start of school and end of designated year for a minimum of four (4) hours per day.
- b. Full-Time Van Driver: a person assigned to operate a passenger school vehicle for which CDL is not required and which operates on a regular run, both a.m. and p.m. between the designated start of school and end of designated school calendar year for a minimum of four (4) hours per day.
- c. Full-Time Floaters are drivers not assigned to permanent routes who are used to fill in for absences. There shall be at least 8 full-time floaters. No less than 10% of the protected driver corps shall be full-time floaters. Floaters will work a minimum of six (6) hours daily.
- d. Management will enforce the substitute action plan.

An employee as described above may be employed elsewhere, but such employment may not interfere with the regularly scheduled driving assignment with the district.

#### Bus Mechanics

- a. The following are the position classifications for Bus Mechanics:
  1. Automotive Serviceman
  2. Automotive Mechanic (a) - shall be the higher rated classification
  3. Automotive Mechanic (b) - shall be the lower rated classification
  4. Lead Mechanic
- b. For the purposes of this Agreement the following definitions shall apply:

1. Full-time employee: an employee regularly scheduled to work forty (40) hours per week.
  2. Part-time employee: an employee serving in a less than twelve (12) month position and/or an employee regularly scheduled to work less than forty (40) hours per week.
- c. Part-time employees serving in twelve-month positions and regularly scheduled to work for thirty (30) hours or more hours per week shall be considered as full-time employees for salary rate and employee insurance, benefits and shall receive pro-rated paid leave benefits (e.g., sick leave, vacation, holidays, etc.).

**Transportation Dispatcher**

The Transportation Dispatcher dispatches drivers on a daily and weekly basis and acts as a link between the drivers and transportation management. He/she assumes an active role in connection with the Director of Transportation, Assistant Director of Transportation, or Transportation Supervisor in the coordination and development of special education transportation schedules. The district may require that employees hired or transferring into the dispatcher position after July 1, 2020 possess basic computer skills, and the ability to effectively communicate to the customer and other employees. Employees who become classified as dispatchers after July 1, 2020 will be required to hold current state CDL and S endorsements. This is a full-time position up to eight (8) hours per day. Transportation Dispatcher shall be a 12-month position.

**Inter-Office Delivery Person**

The Inter-Office Delivery Person is assigned to pick up and deliver inter-school mail between assigned buildings either inside or outside the School District. This may include post office pickup for those schools not having regular U.S. mail delivery. It is understood that packages will not normally exceed fifty (50) pounds in weight.

**Router**

The Router creates student transportation service; evaluates, organizes, and creates effective bus routes, troubleshoots and fixes route directions; maintains data base for 23,000 Public and Private school students; evaluates driver requests for route changes; works closely with CB and contract dispatchers to investigate and resolve problems; works with parents and schools to resolve transportation concerns; researches, models and implements confidential planning that may lead to bus route reorganizations; trains staff on use of the routing software system; coordinates and develops special needs of the transportation schedule as needed. Router shall be a 12-month position.

**ARTICLE II – OBLIGATIONS**

**Section 1.** Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.

**Section 2.** Both parties agree to abide by the provisions of the Pennsylvania Public Employee Relations Act, Act 195. The Association pledges that members of the bargaining unit will not engage in a strike as that term is defined in Act 195 during the term of this Agreement and the Board pledges that it will not conduct or cause to be conducted a lock-out during the term of this Agreement.

**ARTICLE III - MANAGEMENT RIGHTS**

- Section 1.** The Board shall at times exercise its exclusive authority to establish policy in all matters relative to the proper conduct of the public schools within its jurisdiction.
- Section 2.** The Board, in accordance with the Pennsylvania School Code, is vested among other things with the right to operate the district, to direct the working force, to select its supervisory personnel, to hire new employees, to assign work, to transfer employees, and to discharge employees for reasonable cause.

**ARTICLE IV – ASSOCIATION RIGHTS AND PRIVILEGES**

- Section 1.** **INFORMATION**  
The Board agrees to furnish the Association in response to reasonable request, from time to time, employee data such as salary rates, titles, seniority, and similar data. No such request shall be unreasonably denied.
- Section 2.** **INTER-OFFICE MAIL FACILITIES**  
The Board shall not permit any organization that is challenging the Association as the exclusive bargaining agent pursuant to Act 195 to use any of the district’s mail distribution facilities.
- Section 3.** **MEMBERSHIP DUES DEDUCTION**
- a. Deductions from Salary – The Board agrees to deduct from the salaries of members of the location Association and the Pennsylvania Educational Support Personnel Association, if said member authorizes, and to transmit monies as deducted by check promptly to the Central Bucks Transportation Educational Support Personnel Association – ESP/PSDEA/NEA. Such deductions shall be in equal biweekly amounts. No such payroll deductions may be made from the pay of any member of the bargaining unit unless a payroll deduction authorization card has been filed.

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**PAYROLL DEDUCTION AUTHORIZATION CARD**

This is to authorize biweekly deductions from my pay for dues for the CBTA/ESPA/PSEA/NEW. This authorization will remain in effect during the term of this Agreement and will continue itself automatically from Agreement to Agreement unless canceled inwriting during a period of fifteen (15) days prior to the expiration of this Agreement.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

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- b. The Association will provide the Board with a list of those members who have authorized the Board to deduct dues for the Association pursuant to Section 1 above within twenty (20) days following the execution of this Agreement. Deductions of dues shall begin at the earliest possible date after the list is received.

**Section 4. MAINTENANCE OF MEMBERSHIP**

The parties agree that all employees who are under Act 195 and who are dues-paying members of the Association shall as of the signature date of this Agreement be subject to Article III, subsection (18) of the Public Employee Relations Act (Maintenance of Membership) providing that: All employees who have joined the Association or who join the Association in the future must remain members for the duration of this Agreement; however, any such employee or employees may resign from the Association during a period of fifteen (15) days prior to the expiration of this Agreement.

**Section 5. ASSOCIATION RELEASE DAYS**

The Association shall be granted five (5) days paid leave per school year to attend to Association business. Substitutes will be secured by the District for employees who are granted said leave.

**Section 6. JUST CAUSE**

Actions taken by the Board or Administration with respect to a bargaining unit member shall be for just cause.

**Section 7. DISCIPLINARY CONFERENCE**

In the event it becomes necessary to hold a disciplinary conference, the employee shall be apprised of the nature of such conference and shall be entitled to be accompanied by and receive counsel from an Association representative or such person the employee may select, if requested. Should a conference called for another purpose become disciplinary in nature, the employee shall have the right to leave such conference and seek counsel as indicated above.

**Section 8. SUSPENSION PAY**

All earnings for the period up to the suspension and/or dismissal shall be paid on the next regular pay date. In the event an employee who has been suspended or dismissed is found not guilty of all charges, or if all the charges are dismissed, the employee shall receive payment for the difference between wages lost due to the suspension or dismissal and wages earned in other employment during such period, if less.

**Section 9. EMPLOYEE FILE**

Except for information pertaining to initial employment, the employee shall have the right, upon reasonable advance notice, to review the contents of his/her employee file and to copy material therein. An employee shall be entitled to have a representative accompany him/her during such review.

**Section 10.**

No material derogatory to any employee's conduct, service, character, or personality shall be placed in his or her personnel file unless the employee is actually given a copy or is given an opportunity to review such material. ***All confidential personnel data will be secured so that no unauthorized individual can gain access.***

**Grievance Procedure:** Appendix "C" attached hereto and made a part of this Agreement

## ARTICLE V – CONDITIONS OF EMPLOYMENT: DRIVERS

### Section 1. DEFINITIONS

- a. **Regular Run** – Scheduled combination of trips, to and from school as specified in the CBSD Transportation Department Red Book, transporting students on a daily basis during the school year for a minimum on four (4) hours per day.
- b. **Special Bid Run**
  1. **Mid-Day** Runs are all runs operated for one (1) hour or more between Regular Runs but excluding sports, field trips, and special trips. This will also include child development work experience runs of at least one (1) hour for the duration of the assignment.
  2. **Alternate** Runs are Regular Runs operated for a minimum of two (2) hours per day when public school is closed.
  3. **Alternate Mid-Day** Runs are Mid-Day Runs operated for a minimum of two (2) hours per day when public school is closed.
  4. **Summer Work** are any regularly scheduled runs which occur from the end of the regular public-school academic calendar year until the beginning of the next school year.
    - a. Any Driver who signs up and is awarded a Summer Run will receive a minimum of two (2) hours.
    - b. Summer Runs shall continue to be bid upon and awarded in seniority order.
    - c. Summer Work such as bus cleaning, state police inspections, and ESY Runs require sign up. Drivers will be compensated at their regular hourly Driver's rate.
    - d. Emergencies that arise during the summer that require a driver to cover during the work week or a weekend trip should be called off of the summer work list.
    - e. Should no qualified driver bid on any piece of work, whether it is a route, trip, or any extra or emergency work, management has the right to instruct, in reverse seniority order, the lowest driver that has not been instructed during the current month.
    - f. Call center work shall be posted, interviews conducted, and positions awarded by management. This position may be awarded to bargaining and non-bargaining members.
- c. **Trips** (paid at the Trip Rate listed in the salary schedule)
  1. Sport Trip – Trips transporting teams, cheerleaders, coaches and/or chaperones for a sporting event(s). It is understood that this includes the duration of such an event, and that the driver is paid for total time, such as: time to pre-trip vehicle; pick-up of students at school; time to drive to and from the event; waiting time while at the event; and time to and from bus depot to the school. If the driver is not found at the site of the event, the driver shall be subjected to disciplinary action, unless the absence is for a meal or for a period of time that has been pre-

approved by the administration. One hour will be allocated for each meal, and this mealtime is to be pre-arranged with the coach upon reaching the site of the event. The Director of Transportation, Assistant Director of Transportation, or the Transportation Supervisor shall insure that adequate supervision is provided on sports trips prior to assigning a driver.

2. **Wrap-Around Trip** – Trip transporting team and coach(es) for a sporting event within the District with the team being picked up and delivered to another school prior to the driver performing his/her regular afternoon runs. The driver, after completing his/her regular afternoon runs, will return to take the team back to school for which he/she will receive actual time or two (2) hours, whichever is greater. In the event the dispatcher cannot find a driver capable of transporting both before and after the regular afternoon runs, the dispatcher will assign a driver to perform the before transport and another driver to perform the return. The return trip will be paid at actual time or two (2) hours, whichever is greater.
- d. **Work Year** – The regular school year as established in the appropriate student calendar.
1. Drivers shall be paid according to the hours in their Edulog schedule. For days the District designates as virtual instruction not due to a Health emergency, and the time will not be added to the end of the school year, the driver/staff will complete training to account for their workday.
  2. If a period exceeds five (5) consecutive days administration and union leadership will develop a mutually agreed upon plan.
  3. If the District designates virtual instruction due to a Health emergency, and drivers, aides, and staff are not being compensated their regular pay, staff will be allowed to stay on the District healthcare at their current coverage level so long as they continue to pay the employee premium share in effect.

Wages and related provisions are accurately reflected in Appendix “A” made part of this Agreement which shall remain in force for the period of this Agreement.

**Section 2. FIELD AND SPORTS TRIPS**

- a. All requests for trips/buses will be processed through the Transportation Office for determination of in-house or contracted service. All trip requests will be time stamped automatically in the Edulog Field Trip System by the date the trip is requested.
  1. The District agrees that transportation of students on field and sporting trips remains Bargaining Unit work. The Association recognizes that extraordinary circumstances may arise whereby the transportation of students may require the use of a school district vehicle driven by a district employee who is not a member of the Bargaining Unit.
- b. Trips departing before 8:45 a.m. and/or returning after 2:15 p.m. may be assigned to district on-call substitutes or may be contracted out upon discretion of the Director of Transportation, Assistant Director of Transportation, or Supervisor of Transportation and are not subject to grievance provided that every effort was made to assign the trip to a member of the Bargaining Unit. This pertains to school days only, Monday through Friday.



- c. All Full-Time Drivers who have successfully completed their ninety (90) workday probationary period and desire to sign-up for extra work must hand in a sign-up sheet. Upon hire, the Department of Human Resources will approximate the date of the completion of their ninety (90) workday probationary period. On the ninety-first (91) workday the Driver's name will be added to all extra work lists.
- d. Rotating Bid Lists: This list shall include all Field and Sports Trips scheduled between the hours 8:45 a.m. and 2:15 p.m., after 4:00 p.m. and/or on weekends. In addition, any other coverage needed that is known early enough to make a bid list, for example: private school runs requiring coverage when CBSD public schools are closed.
1. Available work may be posted up to five (5) weeks in advance of its occurrence. All work must be posted within one (1) week of when the Transportation Department receives it. All Rotating Bid Lists will be posted for a minimum of two (2) business days and will be taken down at 1:30 p.m. on the second day. Under no circumstances will the list be kept up longer to accommodate late bidders. Rotating Bid Lists will be posted as needed. When the need arises a second Rotating Bid List can be posted in the same week. When a list comes down, all drivers must look at the posted awarded Bid List as soon as possible.
  2. Extra copies of the Rotating Bid List will be made for all interested drivers. All bids must be made on the original sign-up sheet posted on the driver's room at the Operations Center and Annex. Drivers shall enter trips in order of their preferences, using a hyphen (-) to separate one number from the next. Under no circumstances should drivers ask office personnel to fill out or change their bids. If a driver decides to change bid numbers, he/she must sign the original bid list. If a number cannot be read, it will be decided what it is based on the discretion of the office staff and trip monitor. ***(When making bids, the use of a pen is required to prevent tampering.)***
  3. A completed Rotating Bid List of assigned bids will be posted in the driver's room at the Operations Center and Annex. **It is the responsibility of the Driver to verify assignments.** This list shall also indicate the starting point of the next Rotating Bid List.
  4. Full-Time Drivers holding a Regular Run are disqualified from bidding on any work when the times conflicts with the times as specified in Edulog.
  5. In the event of cancellations, the original trip will stay with the assigned driver pending rescheduling. If rescheduling does not occur within ten (10) working days, the driver will lose the trip and no make-up will be offered. If rescheduling occurs after ten (10) working days, the trip will go on the next bid list (if there is *sufficient time*). ***This process is not subject to grievance provided that every effort has been made to assign the trip to a Bargaining Unit member.***
  6. Drivers will be compensated one (1) hour for trips canceled after the driver has reported to the bus parking location and hold the trip pending rescheduling in ten (10) working days. Drivers will be compensated two (2) hours if the trip is canceled after they have left the parking location. The trip will be held pending rescheduling in ten (10) working days.
  7. When a driver is awarded two trips in the same time period, he/she must give back the second trip awarded. Drivers are responsible to keep a date book to prevent this from happening. A possible exception to this would be when a bid trip is canceled and is rescheduled during the

same time period as another trip held by the driver. The driver will then be given the choice of which trip to keep. Drivers bidding on two trips which conflict with one another will be subject to the discipline outlined in Number 8, True Time Bidding.

8. True Time Bidding: Drivers bidding on trips will be responsible for arriving at the designated pick-up point up to 10-minutes earlier (*when possible*) or by the listed departure time. **Also applies to regular arrival times at afternoon schools.** A driver disregarding true-time bidding will receive a written warning for the first offense. A second offense will result in losing bidding privileges for thirty (30) calendar days. If a third offense occurs, he/she will lose their bidding privileges for the rest of the school year. 1<sup>st</sup> and 2<sup>nd</sup> offenses will be cleared at the beginning of each school year. Late arrivals due to circumstances beyond the driver's control such as a late leaving wrap-around will not be subject to this policy.

e. Job Bidding (Non-Drivers, 12-Month Employees)

1. Extra work will be assigned based on seniority regardless of 10 or 12 month position, only after work has been offered to full time drivers and will be compensated at the trip rate.
2. 12-month employees may not accept extra work during their normally scheduled workday and are not permitted to leave their normally scheduled work assignment early, except for an emergency when no other drivers are available.
3. 10-month drivers who have signed up for the bid list will receive first opportunity to bid on extra work in order of seniority.

### Section 3. EXTRA WORK ASSIGNMENTS

The assignment of coverage for absent driver's mid-day runs, late runs, and last-minute trips will be accomplished through the utilization of three (3) lists – Mid-Day, Late Run, and Emergency Trip. Extra work will be assigned based on Seniority and will essentially be a Rotating Bid List beginning after the last person in seniority to receive extra work from the previous day.

a. DEFINITIONS:

**Mid-Day** – Any piece of work that is not a trip and occurs during the mid-day

**Late Run** – Any piece of work that is not a trip and occurs with a start time after 4:30 p.m.

**Emergency Trip** – Any trip that is turned in or sent to Transportation on the day before or day of the trip occurring.

The extra work will be called out on the day it is happening. All work being called out for the day will be made known to drivers then called out in groups (i.e., All mid-days will be called out before late runs) and will be called out individually.

Example: "Bus #11 MBIT Mid-Day. 10:00 a.m. start time, two-hour minimum. If interested, please respond with your bus number over the radio."

After interested drivers have responded with their numbers the dispatcher will call out all numbers received until radio silence. She/he will repeat this process two more times providing a total of three

opportunities to respond until assured that no driver was missed. The job will then be awarded to the highest in seniority based on where the lines start for that day. The line will start at the same location for the entire day for each list (though a driver will not be awarded more than one mid-day/late run/emergency trip in on day unless no one else calls in for it).

In the event of a CBSD closure, call outs for private and parochial schools or trips will be called out twenty-four (24) to forty-eight (48) hours prior to closure.

1. Emergency On-Call Driver, Mechanic, Dispatcher, Router: Every weekend beginning Friday, 6:00 p.m. during the school year, a full-time CDL driver, dispatcher, router, and mechanic who has signed for that weekend will be available Friday night and all-day Saturday and Sunday for emergency calls. The driver, dispatcher, router, and mechanic will be paid a minimum of 12 hours at their rate. Driver, dispatcher, router, and mechanic will be paid 4 hours for each day. If driver, dispatcher, router, or mechanic is called to cover any emergency, on any day he/she will be paid four hours or actual hours worked, whichever is greater, at their rate. This driver may need to work each of those days as long as they are not in violation of HOS. If more than one driver is required, the second driver and all others will be called off of the After Hour Emergency Work List. The driver that is on-call will not be able to bid on any other work for that weekend. If the On-Call Driver, dispatcher, router, or mechanic refuses the work, he/she will not be paid for the weekend and will not be called or paid for their next turn.
  2. Intra-District Trips: If more than four (4) hours may be assigned as two (2) one-way trips. Drivers will be paid a minimum of two (2) hours for each way driven. Drivers assigned to this kind of trip will deliver the group to assigned drop-off point and leave immediately. Driver will be on-site for pick-up no more than twenty (20) minutes before assigned pick-up time. Between assigned times, driver will not be on-call for any reason.
  3. Out-of-District Trips: Management will determine if a trip is scheduled as two (2) one-way trips. Any trip going to a neighboring school district may be transported to the neighboring district by a substitute driver, but the return trip may be offered to the full-time drivers.
- b. FIELD/SPORTS TRIPS: (WRAPAROUNDS):  
This would be an extension of a regular AM/PM run which will be paid by adding the time (30-minutes prior to scheduled arrival time) required at the beginning of the run to pick-up the team and deliver them to the appropriate school and a two-hour minimum for the return after the driver's regular run. Management currently attempts to allocate a wraparound assignment to the same driver. Sometimes, however, this is difficult to do. Drivers recognize the difficulty and have no problem with one driver doing the front end of the assignment while another driver does the pick-up. Drivers should add the time necessary to complete the drop-off or pick-up to either the front end of their run time or the back end of their run time for such assignments. Drivers will report for pickup immediately after their run. If a full-time driver is unavailable or unwilling to cover the front end then at management discretion, C.B. subs, new drivers, or contracted drivers will be used. The back end will be covered by using the extra work list unless the Central Bucks Full-time driver is available to do the back end as well. If a trip is one-way over only and we know that when the trip is assigned, the trip is not a wraparound, but a 2-hour minimum.
- c. DRIVER WHO LEAVES TRIP SITE: For meal, bathroom, etc., the driver must inform the supervisor or coach. Drivers leaving a trip site for other reasons may be docked waiting time.

- d. TRADING TRIPS: Not permitted for any reason; if you cannot do it, do not bid on it.
- e. DIRECTOR OF TRANSPORTATION, ASSISTANT DIRECTOR OF TRANSPORTATION, OR SUPERVISOR OF TRANSPORTATION must approve, in writing, all trips or runs turned back by drivers and give a Copy to the Dispatcher who will mark "Excused: or "Unexcused".
- f. DISPATCHER will then place a copy of the signed trip return slip in the returned trip folder for review by the Association. The Dispatcher will time/date stamp the returned work and distribute through re-posting if sufficient time exists or will call out over radio via Emergency Trip if there is insufficient time.
- g. ON TRIPS UTILIZING MORE THAN ONE BUS: All buses shall travel together on the same route. Buses will not separate on the way to or the way from the destination unless traffic, road conditions. Etc. make it not possible to be close to each other, but the buses will remain on identical routes. The band truck must also be included with keeping together with the buses on a trip. Generally, the driver with the most seniority will be the lead driver, however, if any particular driver is more familiar with the route and location of the destination, and all drivers agree, that driver should be the lead vehicle. If any disagreements occur, the driver with the most seniority will lead. It is expected that drivers travel the most direct route to the destination using major roadways. Most directions found in the map books at the Operations Center contain the most direct route. If the driver is familiar with a more direct or better route than the directions on file, please follow them, and make them available to the Dispatcher, so they can possibly be switched in the direction book. Secondary roads are discouraged unless a valid reason can be given. Such a reason, for example, would be that the primary road is closed due to construction or an accident. Drivers should always communicate with the lead teacher, coach, or chaperone about the time that they plan to leave to return home.
- h. DRIVER RATE VS. TRIP RATE: As stated in the Agreement between CBSD and CBSD Transportation Association Appendix "A", Section II, Letter B. All sport, field, special trips and wraparound trips or any other run not otherwise included in this salary schedule shall be compensated at the trip rates indicated in the Agreement, Appendix "A", Salary Schedules, (1) (B). As defined in Article V, Section 1, b, (1) Mid-Day Runs are all runs operated for one (1) hour or more between Regular Runs as defined in V, (1) (a) but excluding sports, field trips, and special trips. This will also include child development work experience runs of at least one (1) hour for the duration of the assignment. Shuttle Runs are an extension of the driver's regular run and are paid at driver's rate. This means AM and PM Regular runs, Shuttle runs, and Mid-Day runs will be paid at driver rate. Everything else will be classified as a trip and paid at trip rate. The only exceptions are school-wide emergency evacuation drills, Kindergarten orientation, Relay for Life, and 6<sup>th</sup> grade orientations to the middle schools each Spring. These will be paid at driver rate.
- i. HOURS OF SERVICE: All drivers should be aware of the Federal Motor Carrier Safety Administration (FMCSA) Hours of Service Law (HOS) and the resulting school district's policy that addresses the HOS law. To maintain a consistent compliance, the following policies will be applicable. These policies are subject to change and be amended in accordance with the FMCSA
  - 1. **Short-Haul Exception** – Expands the short-haul exception to 150 air-miles and allows a 14-hour work shift to take place as part of the exception.

- 2. **Adverse Driving Conditions Exception** – Expands the driving window during adverse driving conditions by up to an additional 2 hours.
- 3. **30-Minute Break Requirement** - Requires a 30-minute break after 8 hours of driving time (instead of on-duty time) and allows an on-duty/not driving period to qualify as the required break.
- j. ALL FIELD AND SPORTS TRIPS WILL BE POSTED. There will be an HOS reminder on each bid sheet. Dispatchers will periodically remind drivers of HOS over the radio on trip call outs.
- k. ACCOUNTABILITY: Management will monitor all trips monthly. All violations of HOS law will be reviewed on an individual basis. Management will verify reasons with schools prior to making any decisions. Any time a trip will leave a driver short of the minimum of 8 hours of rest, the driver must notify the Assistant Director or Transportation Supervisor. It is the driver’s responsibility to contact someone of authority from the office to notify them of the problem. If a driver properly notifies the office in advance that he/she will not get the minimum of 8 hours of rest after the trip, the Dispatcher will cover the a.m. portion of the driver’s bus run. The driver will be paid their normal hours for their a.m. run. Unless there are extenuating circumstances, the driver will be expected to report to work for their mid-day run, if applicable, and their p.m. bus run. After a review, if management deems it to be a violation of HOS, the following policy will be applicable:

- 1<sup>st</sup> Offense: Verbal warning
- 2<sup>nd</sup> Offense: Written letter in file
- 3<sup>rd</sup> Offense: 1-day suspension without pay
- 4<sup>th</sup> Offense: 3-day suspension without pay
- 5<sup>th</sup> Offense: Termination of employment

Drivers should note that the above offenses will be based on an accumulative progression. The offenses will be carried over (and stay) from year to year. They will not be cleared at the beginning of each school year.

**Section 4. ILLNESS AND DISABILITY**

- a. Sick leave shall be provided for eligible employees, as described below, without salary deduction. Full-time drivers shall be granted seven (7) sick leave days per fiscal year. Such payments shall be for a driver’s regular workday, including mid-day runs but excluding trips as defined in Article V, Section 1-C above.
- b. Sick leave days may be used without limit during any fiscal year provided satisfactory evidence is submitted upon request. Sick leave days shall be accumulated without limit. A doctor’s note is required when an employee is absent three (3) or more consecutive days.
- c. New drivers shall be granted sick leave days on the basis of one (1) day for each full month remaining in the fiscal year. Physician’s notes must be provided (i) for ANY absence on a Monday or Friday after the first absence for sick leave on a Monday or Friday; (ii) for any sick day taken on a day before or day after a holiday; or (iii) three (3) or more consecutive days absent. If a physician’s note is not provided immediately upon return from absence said employee will move into progressive discipline for the absences.

- d. Driver who is injured on the job, and who is absent from work as a result, may use sick leave for any days that the employee is not receiving worker's compensation. The employee may not use sick days for any days which he/she is receiving worker's compensation. Absence due to worker's compensation shall not be counted against the employee for purposes of earning personal leave days under Article VI, Section 1-D.
- e. Discipline will begin with the 9<sup>th</sup> sick day in a rolling twelve (12) month period. However, before a bus driver is disciplined under the following progression (even if he/she exceeds the allotted absences), the District will review his/her career sick usage to see if mitigation of discipline is warranted. The District will not be arbitrary or capricious in such a determination.
  - 1. On the ninth absence – First written warning
  - 2. Tenth absence – Second written warning
  - 3. Eleventh absence – Third written warning equivalent to a one-day
  - 4. Twelfth absence – Final warning
  - 5. Thirteenth absence – Termination
- f. FMLA covered absence will not be counted above for drivers eligible for FMLA. In addition, bus drivers not eligible for FMLA who use sick time for the driver's serious medical condition as that term is used in FMLA shall not have such sick usage caused by the serious medical condition counted towards the progressive discipline listed above.
- g. Before a bus driver is terminated under the above progression, the District will review his/her career sick usage to see if mitigation of termination is warranted. The District will not be arbitrary or capricious in such a determination.
- h. Upon retirement, i.e., reaching superannuation at the time of retirement, from the District, drivers will receive \$25.00 for each unused sick day up to 150 sick days.
- i. It is expected that all elective surgery shall be scheduled outside the work year and that routine doctor appointments will be scheduled for non-working time.
- j. To be eligible for the Attendance Award, drivers must be hired as a full-time driver and begin work on the first student day in the beginning of the new school year. Eligible drivers that have not used any sick days in a school year will receive a \$1,000.00 attendance payment. Drivers who use 1 or 2 sick days in a school year will receive a \$750.00 attendance payment. Drivers who use 3 sick days in a school year will receive a \$500.00 attendance payment.

**Section 5. SENIORITY**

- a. For the purposes of the following applications, seniority for full-time drivers shall be designated as District-wide.
- b. The individual driver's seniority commences on the date such driver first performs work as a full-time driver. Should more than one driver first perform work on the same date, said drivers will draw lots within 10 working days to determine their respective seniority.

- c. Seniority lists shall be furnished to the Association by the District by September 15<sup>th</sup> and January 31<sup>st</sup> of each school year. Such regular driver lists will be posted for ten (10) days and not be subject to the grievance procedure if the employee does not object within ten (10) calendar days.
- d. A break in seniority occurs when an employee:
  - 1. Retires, resigns, or is discharged for cause
  - 2. Fails to return from layoff within five (5) working days or is laid off for one year without being recalled
  - 3. Absent without notice and approval for three (3) days or fails to return from approved leave of absence; either shall be considered resignation
- e. Seniority shall not be lost on account of:
  - 1. Time lost through approved sick leave and disability leave
  - 2. Approved leave of absence
- f. In the event layoffs should be necessary, drivers shall be laid off in reverse order of their seniority dates and shall be recalled in order of their seniority dates
- g. Routes vacated during the summer and new routes will be posted prior to the school year. A seniority list will be posted at the same time. Drivers' routes from the prior school year will be placed in drivers' mailboxes: Drivers' routes may be changed due to the addition of new students, the opening of a new school(s), redistricting, and/or the efficiency of operation.

All full-time drivers/floaters are permitted to bid for the routes posted at the start of the school year. The bidding will take place at the start of the school year. Drivers may choose to bid on available routes thereby vacating the routes they received in their mailboxes. When a route is vacated in this bid process, it becomes immediately available to the next driver in line, according to the seniority list posted.

Each driver who is not able to be present during the bid process may ask another driver to bid for him/her. If a driver misses his/her place in line, such driver must go to the end of the line. If several drivers miss their places in line, such drivers will wait at the end of the line in seniority order. Drivers who change routes during this process have the right to bid and change routes one more time during the school year.

During the school year, an announcement of each vacancy to be filled shall be posted at the Operations Center and Transportation Annex for five (5) working days.

Announcements of each vacant route shall be accompanied by bus number and depot where the bus is located. During this five (5) day period, full-time drivers who are eligible to bid may submit bid. After this five (5) day period, the route will be awarded to the driver having the most seniority among those who submitted bids.

A full-time driver cannot change routes more than once during the school year, unless granted permission by the District. A route acquired during the bid process is not counted when determining a driver's eligibility to change routes.

- h. All sport, field, special needs trips and summer assignments, including special needs runs, shall first be offered to full-time drivers that have signed up for extra work. The work will be assigned on an availability basis and rotated by seniority.

Where the District makes revisions to the Operations Procedures, it will send revisions to the Union President and meet and discuss the changes with the Union before issuing final changes to the Operations Procedures. These procedures shall be contained in an "Attachment A" and shall be printed and distributed in the drivers' handbook annually.

- i. When a driver changes routes through the bid process and has driven this route for ten (10) working days, said driver may not be removed from this route except for just cause and unless a conference has been held with the driver the Director of Transportation, or Assistant Director of Transportation, or Transportation Supervisor, and agents or representatives of the Association. Disputes as to whether the cause is just shall be subject to the grievance procedure
- j. Drivers are eligible to bid on extra work, whether permanent or temporary work, only if said work will not take the drivers over forty (40) hours per week, unless there are no drivers who fall into this category. Otherwise, work would be assigned on a volunteer basis from an extra work list, based on rotating seniority.
  - 1. Permanent extra bid runs will be posted for five (5) school days and, once awarded, will remain with the drivers until the drivers decide to relinquish said work. No full-time driver shall be awarded, via the bid process, more than one (1) extra bid run, permanent or temporary, in addition to his/her regular daily route. Drivers currently performing more than one extra bid run may continue their current assignments. However, as these drivers relinquish these runs, new assignments shall be posted, bid, and awarded to drivers according to seniority and the number of extra bid runs they are currently performing. An extra bid run would be awarded to the most senior driver without extra work. If no driver meets this requirement, then it will be awarded to the most senior driver with one extra bid run. Again, if no driver qualifies then it will be awarded to the most senior driver with two (2) extra bid runs, et cetera, until the work is awarded. This work will be posted one (1) time only as drivers will be able to indicate on the bid-sheet whether they are currently performing any bid runs.
  - 2. Temporary extra bid runs, which are runs that will not extend beyond the school year, will be posted for five (5) school days. Each run will be awarded, on a rotating basis from a list arranged in seniority order, from among the drivers who bid on this run.

No Full-time driver shall be awarded, via the bid process, more than one (1) extra bid run, permanent or temporary, in addition to his/her regular daily route. An extra bid run would be awarded to the most senior driver without extra work. If no driver meets this requirement, then it will be awarded to the most senior driver with one extra bid run. If no driver qualifies then it will be awarded to the most senior driver with two (2) extra bid runs, etcetera until the work is awarded. This work will be posted one (1) time only as drivers will be able to indicate on the bid-sheet whether they are currently performing any runs.



- k. In the event of an absence greater than one (1) day when a regular driver cannot perform his/her extra bid run, the driver's run may be assigned for the duration of the absence among those drivers available on a rotating seniority basis.
- l. The Board reserves the right, in the interest of efficiency of operation, to deny an applicant a particular run and to combine two or more extra runs or to combine one or more run(s) and a regular run. In the event the Administration considers such combining of runs or denies an applicant a particular run, the Association shall be involved on a "Meet and Discuss" basis prior to any action being taken.
- m. At the beginning of each school year, the dispatcher will award extra work by starting at the top of each list, which is arranged according to seniority. The previous school year's lists will be used for this purpose and positions on this list carried to the new seniority list which will be updated by October 1<sup>st</sup>. Rotation will continue from one list to the other without starting at the top of the list.

**Section 6. OTHER CONDITIONS OF EMPLOYMENT (DRIVERS)**

- a. When a trip (which is not a regularly scheduled route) exceeds 25 miles one-way, the driver for such trip shall select the route and be reimbursed for any toll expenses incurred for such trip
- b. Assistance for Control and Discipline of Students – If a driver refers a student or students to a building administrator for disciplinary reasons, said driver shall be furnished, within five (5) school days, the proposed course of action or the outcome of such action that is taken to resolve the disciplinary problem(s). The employer shall support and assist Bargaining Unit members with respect to the maintenance of control and discipline of students in the Bargaining Unit member's assigned work areas. In appropriate circumstances, this may include the removal of the offending student(s) from the bus. The Association reserves the right to support the employee and pursue legal action should the employee suffer injury or loss of income from assault by a student. When an employee suffers damage to or loss of personal property as a result of an assault on the job, the District shall agree to submit and process claims to the District's liability insurance carrier. The District will explore the use of bus aides, where available, for buses dedicated to special needs children. Association requests for aides for buses dedicated only to special needs students will be reviewed by the Director of Transportation, or Assistant Director of Transportation, or Transportation Supervisor prior to submitting a recommendation to the Superintendent.
- c. Along with the responsibilities as defined by the Assistant Director of Transportation, the Board, and prevailing state and governmental laws, rules and regulations, school vehicle drivers are also responsible for a walk around and inside safety check of the vehicle and checking the oil level on a daily basis. A daily written checklist, provided by the District, shall be used for this purpose. Requests for repairs for any vehicle shall be submitted on forms provided by the school district. A copy of this form shall be returned to the driver who submitted the request.
- d. At any time a traffic accident occurs, the "Accident Review Board" shall thereafter review the details of the accident. If requested by the "Accident Review Board", a driver may be required to appear before the Board at a mutually agreeable time. The "Accident Review Board" shall consist of the Association President or designee, and two (2) members appointed by the District.

- e. Employees that are medically disqualified in accordance with State of Pennsylvania Motor Vehicle requirements shall be placed on unpaid leave of absence through any appeal procedure. If by appeal it is found that the disqualification was incorrect at the time the action was taken, the driver will be reinstated with full back pay. If the condition is connected during the leave of absence, the driver will be returned to work (without back pay) when judged qualified by Pennsylvania Transportation authorities.
- f. It is not the intent of the District to require drivers to operate buses under conditions that the District deems are unsafe.
- g. Administering Medication – Employees in the Bargaining Unit shall not normally be required to administer medication to pupils except in cases of emergency. The employer shall indemnify and save harmless from any liability employees who administer medication to pupils in direct response to any order from supervisory personnel.

## **ARTICLE VI- EMPLOYEE BENEFITS**

### **Section 1. LEAVES OF ABSENCE**

#### **a. Unpaid Leave**

Drivers shall be entitled to request an unpaid leave of absence for a period of at least thirty (30) days and not to exceed eighteen (18) months. Twelve (12) month employees shall be entitled to request an unpaid leave of absence for a period of at least thirty (30) days and not to exceed twelve (12) months. The Board shall carefully consider all such requests and shall not unreasonably deny such requests. Employees on authorized leave of absence without pay shall not be considered to be active employees of the school district and shall not be entitled to any benefits granted to active employees. Employees granted leave under this section shall be allowed to remain a member of the district group health, prescription drug, dental and life insurance plan on condition that they pre-pay one month in advance with the stipulation that it is the employee's obligation to transmit payment by the first day of each month. Failure to pay timely will cause coverage to terminate. During an unpaid leave, the employee may retain benefits at group rates or group equivalent rates at the employee's expense.

#### **b. Return from Leave**

1. Upon return to active employment, upon the expiration of the authorized leave of absence or before, seniority, accumulated sick leave and entitlement to all of the benefits of employment shall be restored to said employee.
2. An employee who does not return from an authorized leave of absence immediately upon the expiration of said leave shall be determined to have resigned as of the date such authorized leave commenced unless permission is obtained for extension of the time for the employee to report for work.
3. When an employee returns from an unpaid leave of absence that exceeds six (6) months, the employee is not guaranteed to be returned to the same run he/she had prior to the leave.

#### **c. Leave for Urgent Reasons**

1. Employees may use up to five (5) of their sick days per year for the following reasons:
  - a. Sudden illness of child at home
  - b. Family needs for medical attention
  - c. Family funeral where distance or circumstances make it impossible to complete arrangements under bereavement leave provisions
  - d. Legal activities that cannot be handled at other times
2. In the event of extenuating circumstances and only for very good cause the Superintendent or designee may grant an employee more than one day for any incident or occurrence requiring leave for reasons specified in Number 1 above. However, denial of a request for more than one day shall not be subject to the grievance procedure contained herein.
3. The Board and Association recognize that other urgent reasons may occur which are not included in the above list. Upon recommendation of the employee's immediate supervisor and approval of the Superintendent or designee, such urgent reasons may be approved. However, the approval or denial of such reasons is not subject to the grievance procedure contained herein.

**d. Personal Leave Days**

All employees covered by this Agreement shall receive one (1) personal day per year. Employees may earn a second personal day if in the prior year they have not had more than two days' absence charged to leave for urgent reasons and/or sick leave.

Personal days may be accumulated year to year to a maximum of four (4). Where an employee seeks to use two (2) or more personal days in proximity to each other, a two (2) week notice shall be required. If an employee earns personal leave which would bring his/her accumulated total above four (4), all such days in excess of four (4) shall be converted to a cash payment and paid at the rate, in which the day was earned. Such payment shall be made by August 15<sup>th</sup> of each year.

The use of personal leave day(s) shall be requested by the employee on a district form that must be submitted at least one week prior to the requested date(s) of absence. However, a late request shall not be unreasonably denied.

The District may deny a request for a personal leave day immediately preceding or following a holiday or vacation day, or for a day on which ten percent (10%) or more members of the Bargaining Unit are scheduled to be absent. The Superintendent or his/her designee's denial of a request for use of a personal day for any of these reasons shall not be subject to the grievance procedure but may be a subject for "Meet and Discuss".

In the event of death of an employee, the employee's estate will be paid a death benefit equal to the employee's pro-rated value (per diem) of the employee's accumulated personal days.

**e. Jury Duty**

For satisfying the legal requirement of serving on jury duty, the District will pay to full-time employees the difference between compensation gained as a juror and the regular straight-time pay for the time actually lost from regularly scheduled work.

**f. Bereavement Leave**

Bereavement leave shall be covered as outlined in Section 1154 of the PA School Code of 1949. *Death of an immediate family member*- Up to five (5) days of paid leave. An immediate family member is defined as father, stepfather, mother, stepmother, brother, sister, son, daughter, husband, wife, parent-in-law or near relative who resides in the same household, or any person with whom the employee has made his/her home. *Death of a near relative*- Paid leave on the day of the funeral. A near relative is defined as a first cousin, grandfather, grandmother, grandchild, aunt, uncle, niece, nephew, son-in-law. Daughter-in-law, brother-in-law, or sister-in-law.

**g. Administrative Leave Without Pay**

The Board and Association recognize that individuals may occasionally want to be absent for reasons of personal convenience. The District, which has the discretion to grant or deny these requests, will give careful consideration to such requests, including the reason for the request, the attendance record of the employee, and the driving need of the District. Should the District deny the request, the Association may request review of the matter by the Director of Human Resources. It shall not be considered unreasonable to deny a request which is received less than one week prior to the date(s) of absence nor shall it be considered unreasonable to deny a request on the basis of the driver having been absent without pay on five or more dates during the preceding ninety (90) workdays. Approval or denial of requests under this provision shall not be deemed as establishing a general policy or precedent. Accumulated personal leave days must be used prior to the granting of Administrative Leave Without Pay.

**Section 2. SERVICE AWARD**

At the time of retirement, an employee who has served a minimum of ten (10) years of service in the Central Bucks School District shall be entitled to a service award of \$50.00 for each year of service in the Central Bucks School District. In the event of the employee's death, said payment will be made to the employee's estate. Such payments shall be made within thirty (30) days following their date of termination.

**Section 3. INSURANCE BENEFITS**

**a. Health Care**

The District shall offer to eligible employees the medical plan design offered in the Agreement between the District and the Central Bucks Education Association. Employees hired in a full-time capacity shall, on the first of the month following thirty (30) days of full-time employment, be eligible to enroll in the District benefit plans available to Central Bucks Transportation Association employees.

The monthly payroll deduction for the Open Access Plan shall be the following percentage of premium effective July 1:

FY	FY	FY	FY	FY
2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
15%	15%	16%	16.5%	17%

Employees covered in healthcare plans Open Choice 1, Open Choice 2, or Open Choice 3 prior to July 1, 2020 are grandfathered to remain in their current plan at the above percentage, if they elect to do so.

Should the ten-month employee select dependent coverage, the District will pay the following portion of the dependent PAS cost:

For employees regularly scheduled to work thirty (30) hours or more per week, the District shall pay sixty percent (60%) of the dependent cost for POS coverage.

For employees regularly scheduled to work twenty (20) hours or more but less than thirty (30) hours per week, the District shall pay forty percent (40%) of the dependent cost for POS coverage.

**b. Prescription Drug Plan**

Prescription co-pay shall be as follows:

1. Specialty: \$125.00
2. Generic: \$10.00
3. Non-Generic (formulary): \$30.00
4. Non-Generic (non-formulary): \$45.00
5. Mail Order-Persons shall receive a ninety (90) day supply for two (2) copays.

**c. Dental**

1. The annual limit shall be \$2,000.00
2. For dependents, Basic Restorative shall be 80% / 20%

Premium Cost Sharing for the life of the Agreement for Employees.

1. Individual: \$8.00 per month
2. Dependent: \$16.00 per month
3. Family: \$24.00 per month

Where both an employee and his/her spouse are employed by the district, such employees shall be entitled to select one health care plan as provided herein for their family on the same basis as other employees, unless the combined enrollment will have an adverse financial effect on the employees/couple. In that case, each employee will be allowed to enroll themselves in their own plan.

**d. Income Protection**

The Board shall provide income protection for employees who are wholly and continually disabled, because of injury or sickness, from performing the duties of his/her occupation in accordance with coverage currently in effect. Eligibility for benefits shall not be extended to absences resulting from injury or illness where the employee is not wholly and continually disabled (e.g., period during which a physician recommends a lightened schedule).

For twelve (12) month employees, the coverage to be provided under the program shall be determined on the basis of two-thirds (2/3%) of an employee's weekly salary (hours scheduled to work per week times base salary rate) up to a maximum of \$900.00 per week, commencing fifteen (15) days after the expiration of such employee's sick leave.

For ten (10) month employees, the coverage to be provided under the program shall be determined on the basis of two-thirds (2/3%) of the employee's per diem up to \$175.00 per day, commencing fifteen (15) days after the expiration of such employee's sick leave. Employees will only be paid for missed workdays. No short-term disability payments will be made during the summer or during school breaks.

For individuals on short-term disability income, the District shall maintain District benefits for a period of time equal to the lesser of the employee's length of service with the District or twelve (12) months except that after twelve (12) weeks on short-term disability, the employee shall be required to pay one-half (1/2) of the premium cost for medical and dental dependent premiums in addition to the employee's required share for employee only benefits.

**e. Life Insurance**

Coverage shall be provided in accordance with coverage currently in effect. The life insurance benefit shall be equal to one and one-half (1 ½) times the employee's base annual salary rate (number of student days times base per diem salary rate).

**f. Post-Retirement Insurance**

An employee whose age plus years of service equals sixty-five (65) shall be permitted to maintain hospitalization coverage at the actual equivalency rate charged to the District by the insurance carrier, until age sixty-five (65).

**Section 4.**

**WAGES**

Salaries and wages are detailed in Appendix "A" and "B" attached hereto and made a part of this Agreement

Pay periods shall be semi-monthly with Direct Deposit required by employees.

**ARTICLE VII - RESTRICTION ON SUBCONTRACTING TRANSPORTATION SERVICES**

During the term of this Agreement the Board's right to subcontract at any time, in whole or in part, transportation services shall not result in the lay-off from employment of drivers employed as of July 1, 2020. However, should the student enrollment decline, the Board shall have the right to reduce the number of drivers in accordance with Article V, Section 3-F.

As drivers retire/terminate, runs may be sent to a subcontractor. Remaining drivers may have the opportunity to bid on vacated runs first.

Additionally, should the District hire any drivers after June 30, 2020, said drivers shall have no job protection under Article VII and may be laid off at any time.

## **ARTICLE VIII – PROBATIONARY PERIOD**

All full-time employees shall serve on a probationary basis for the first ninety (90) working days. If an employee is promoted, the employee shall serve an additional probationary period of ninety (90) calendar days, during which the person may be returned to his prior position by the District or by his/her choice. Full-time drivers may not bid on open routes or extra work until completing the probationary period. The termination of employment at any time during the probationary period shall not be subject to grievance or appeal.

## **ARTICLE IX – CONDITIONS OF EMPLOYMENT: 12-MONTH EMPLOYEES**

### **Section 1. MECHANICS HOURS OF WORK AND OVERTIME PAY**

- a. A full-time employee's regular work week shall consist of five (5) consecutive days with a scheduled starting and quitting time.

A part-time employee's regular work week shall be determined by the Director of Transportation, Assistant Director of Transportation, or Transportation Supervisor.

- b. Except as indicated in other sections of the Article and Section 1-C of Article IX, time and one-half shall be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Time off for authorized paid leave shall be counted as hours worked for purposes of calculating overtime pay.
- c. Overtime work on Sunday, or any employee holiday as provided for in Article IV, Section 3-C, shall be paid at the rate of twice an employee's regular hourly rate.
- d. An employee who is called to work for non-scheduled emergency overtime shall be paid for a minimum of two (2) hours at the appropriate overtime rate provided that such emergency overtime commences after the end of the employee's scheduled workday and three (3) hours or more before the employee's scheduled workday. When such emergency overtime work commences three (3) hours or less before the employee's scheduled workday, the employee shall be entitled to:
1. Work straight through to the start of his/her scheduled workday. Compensation shall be paid for such overtime actually worked at the rate of one and one-half (1 ½) times his/her regular hourly rate; or
  2. Work the time required to properly "handle" the emergency. Compensation shall be paid for such overtime actually worked at the rate of one and one-half (1 ½) times his/her regular rate.
  3. Work the time required to properly "handle" the emergency and such time he/she so elects, up to the start of his/her scheduled workday. Compensation shall be paid for such overtime actually worked at the rate of one and one-half (1 ½) times his/her hourly rate. (This option allows the employee to take an unpaid meal break before the start of his/her regular workday).

- e. Except in an emergency, no employee shall be required to report to work within eight (8) hours of his/her regularly scheduled work time (excluding overtime). If in an emergency an employee is required to report to work within eight (8) hours of his/her last regular scheduled time (excluding overtime), such employee shall be entitled to overtime pay rates for the entire work period.
- f. Overtime shall be offered according to District seniority on a rotation basis. A record shall be maintained of all overtime worked or refused. A refusal by an employee shall cause the employee to move to the bottom of the overtime list.
- g. Except in an emergency, an employee shall be entitled to an uninterrupted meal period without pay.
- h. Rest Periods – A rest period of twenty (20) minutes per day scheduled by the administration shall be provided at each work location.
- i. The Lead Mechanic schedule must include four (4) hours of the second shift in order to be paid for shift differential.

**Section 2. HOURS OF WORK, OVERTIME PAY AND SENIORITY – ALL OTHER EMPLOYEES**

- a. Full-time employees' regular work schedule shall consist of 261 days per year/split shift a.m. and p.m./up to eight (8) hours daily
- b. Time and one-half shall be paid for work in excess of eight (8) hours per day or forty (40) hours per week. There shall be no pyramiding of overtime. Time off for authorized paid leave shall be counted as hours worked for purposes of calculating overtime pay
- c. Overtime work on any employee holiday as provided in Article VIII, Section 3-B, shall be paid at the rate of twice the employee's regular hourly rate
- d. The employee shall retain his/her seniority with the District and among the CDL bus drivers
- e. When a vacancy occurs in the inter-office delivery position, or the inter-office delivery back-up, the vacancy will be posted on the District's website. When someone is absent the position will be filled by the trained designated back-up.

**Section 3. VACATIONS AND HOLIDAYS: TWELVE (12) MONTH EMPLOYEES**

**a. VACATION**

This vacation plan provides twelve-month employees paid time off in accordance with the length of service as a twelve-month employee. The vacation year is the fiscal year, July 1-June 30. Except as provided in Subsection 6, vacation entitlements are not earned during the fiscal year, but are earned only on the first day of the fiscal year, July 1. Vacation entitlements earned on the first day of the fiscal year are for use only during the fiscal year.

- 1. Each eligible employee's vacation entitlement shall be based on the following schedule. A part-time twelve-month employee shall be entitled to pro-rated vacation.



<b>Continuous Service By July 1 Of At Least</b>	<b>But Less Than</b>	<b>ENTITLEMENT</b>
1 month	1 year	1 day for each complete calendar month to a maximum of 10 days
1 year	5 years	10 days
5 years	10 years	10 days plus 1 additional day for each year above five
10 years	15 years	15 days plus 1 additional day for each year above ten
15 years		20 days
20 years*		25 days*

***\*Applies only to employees hired prior to 1991***

2. Employees will receive their regular straight-time daily rate for approved vacation time off.
3. Vacation time may be taken any time during the fiscal year, July through June, subject to the prior approval of the employee's designated supervisor. The supervisor shall not unreasonably deny an employee's request for vacation, except during times of critical need such as state inspections, etc. Unused vacation may not be accumulated nor transferred to another year except upon written approval of the Superintendent or Director of Human Resources following a written request by the employee to his/her designated supervisor. Denial of a request to transfer or accumulate vacation shall not be subject to the grievance procedure contained herein.
4. Except as provided above for employees with less than one year of service as a twelve-month employee, an employee who has not been in full pay status for the entire preceding fiscal year shall receive a pro-rated vacation entitlement.
5. Holidays that fall within the approved vacation period shall not be considered part of the vacation.
6. An employee who retires or resigns, or the employee's beneficiary in the event of death, will be entitled to receive pay in lieu of all vacation time to which entitled at the time of such resignation, retirement, or death. Except in the event of the death of an employee, such entitlement shall not include a pro-rata vacation for the fiscal year in which the employee terminates unless such employee furnished the Board with written notification of termination thirty (30) days or more prior to the effective date of such termination. Such payments shall be made within thirty (30) days following their date of termination.

**b. HOLIDAYS**

1. Full-time employees shall be entitled to twelve (12) paid holidays during the fiscal year. The schedule of holidays shall be developed by the Board and the employees shall be notified as to the schedule of holidays prior to the start of each fiscal year.
2. A mechanic employee will be paid double his/her regular straight-time daily rate for each holiday worked provided the employee works his/her scheduled hours on the last regularly

scheduled workday immediately preceding the holiday and on the first regularly scheduled workday following the holiday, except if absence is approved pursuant to an established paid leave provision of this Agreement.

**Section 4. ILLNESS AND DISABILITY**

- a. On July 1 annually, full-time, twelve (12) month employees shall be credited with twelve (12) sick leave allowance days. Employees appointed after July 1 shall receive a pro-rated sick leave allowance on the basis of one day for each full month remaining in the work year.
- b. The unused portion of sick leave allowance shall accumulate from year to year without limitation and may be used as required.
- c. An employee who is injured on the job, and who is absent from work as a result, may use sick leave for any days that the employee is not receiving worker's compensation. The employee may not use sick days for any days for which he/she is receiving worker's compensation. Absence due to worker's compensation shall not be counted against the employee for purposes of earning personal leave days.

**Section 5. VACANCIES**

- a. Employees in the Bargaining Unit shall be afforded an opportunity to apply for vacancies within the District for which they may qualify. The promotion of Bargaining Unit members to vacant positions classified at higher salary ranges are encouraged by the District. The District has the duty, however, to consider the best interests of the District and therefore reserves the right to fill any vacancy by appointing a new employee rather than promoting an existing employee.
- b. Whenever the District decides to promote an employee applicant from among employee applicants that the District judges in all respects to be equally qualified and suitable – such applicants shall be ranked by district seniority. Unless there are no other applicants for a position, an employee who is serving a probationary period shall not be eligible for a promotion until they have satisfactorily completed their probationary period.
- c. An announcement of each Bargaining Unit vacancy that is to be filled shall be posted. Such announcement shall state the position's title, salary rate, and work location.

**Section 6. TRAVEL ALLOWANCE**

Employees who are required to use their own means of transportation in the performance of their job will be reimbursed at the maximum Internal Revenue Service allowable rate.

**Section 7. SENIORITY**

Subject to the following conditions, seniority shall be determined by the date of an individual employee's latest period of continuous employment as Bargaining Unit employee as defined in Article I - Recognition.

- a. In the event two or more employees have the same seniority date, previous continuous total service as a regular part-time non-bargaining unit employee shall be used to break ties and determine a seniority rank for each employee.
- b. Seniority is broken whenever an employee retires, resigns, or is discharged for cause.

- c. Seniority is broken if an employee does not return from layoff within five (5) working days of the date on which recalled to active employment or having been laid off for one (1) year without being recalled.
- d. Seniority is broken if an employee is absent without authorization for five (5) days.
- e. Seniority lists shall be furnished to the Association by the District by September 15<sup>th</sup> and January 31<sup>st</sup> of each school year. Such regular lists will be posted for ten (10) days and be subject to the grievance procedure.

**Section 8. LAY OFF AND FURLOUGH**

In the event of lay off or furlough the Board agrees to lay off or furlough the employee(s) with the least district seniority serving in the particular position classification. A position classification shall be defined as an hourly wage rate category as outlined in Appendix A & B, Section I, Wage Schedule.

In the event an employee subject to lay off or furlough was, immediately preceding the employment in the position classification from which he/she is being laid off or furloughed, employed in another position classification included within this Bargaining Unit, such employee should be reinstated to such former position classification and the employee with the least seniority in that position classification shall be subject to lay off or furlough. The salary or hourly rate for such reinstated employee shall not be decreased unless such employee's salary or hourly rate in the position from which he/she is furloughed is above the maximum salary or hourly rate for the position to which reinstated in which case said employee shall receive the maximum salary or hourly rate for the position to which reinstated.

**Section 9. PERSONALLY OWNED TOOLS**

All Automotive Mechanics are required to supply a complete set of journeyman's tools. Subject to the following, the District will replace such employee's personal tools that are lost by fire or theft or will reimburse such employee for such loss.

- a. Only personal tools that are stored at the garage and are lost due to fire at the garage and/or theft involving illegal breaking and entering at the garage are covered.
- b. Each employee must maintain an up-to-date listing of all personal tools stored at the garage or a photograph of same with sufficient detail to delineate the tools. One copy of this listing and/or photograph shall be filed with the Lead Mechanic and one copy shall be filed with the Director of Transportation, or Assistant Director of Transportation, or Transportation Supervisor.
- c. Annual Total Shoe and Personal Tool Allowance: \$600.00.

**Section 10. PENNSYLVANIA BUS DRIVER'S LICENSE**

Only Mechanics hired after December 1, 1987, will be required to hold a Pennsylvania School Bus Driver's Endorsement. Mechanics will not normally be used as substitute drivers unless other personnel are unavailable.

## **ARTICLE XI – MODIFICATION OF AGREEMENT**

This Agreement shall not be modified except by written amendment duly ratified and signed by both parties that shall be physically attached to the official copies hereto.

## **ARTICLE XII – SEPARABILITY**

If any provision of this Agreement or any application of this Agreement to any employee group of employees is held to be contrary to law, then such provisions 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.

## **ARTICLE XIII – NEGOTIATION OF SUCCESSOR AGREEMENT**

The parties agree to enter into collective bargaining for a successor agreement not later than 180 days prior to June 30, 2025.

## **ARTICLE XIV – STATUTORY SAVINGS CLAUSE**

Nothing contained herein shall be construed to deny or restrict to any part of this Agreement such rights as he may have under the Public School Code of 1949 as amended, or the Public Relations Act, Act 195, or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere. Nothing contained herein shall be construed as permitting pyramiding of benefits.

## **ARTICLE XV – GRIEVANCE PROCEDURE**

The grievance procedure is attached as Appendix “C” and is made a part of this Agreement.

**ARTICLE XVI – DURATION OF AGREEMENT**

This Agreement shall be effective July 1, 2020 and continue in full force through June 30, 2025

In witness whereof the parties have caused this Agreement to be signed by their respective officers and representative duly authorized as of the day and year first written above

**CENTRAL BUCKS SCHOOL BOARD**

By:   
President

By:   
Secretary

**CENTRAL BUCKS TRANSPORTATION  
ASSOCIATION**

By:   
President

By:   
Secretary

## APPENDIX A – SALARY SCHEDULES

The wage rates for the classification covered by the Agreement shall be as follows:

### I. RATE OF PAY

#### A. Bus Drivers – Rate for Regular Runs

Position	Effective 7/1/2020	Effective 7/1/2021	Effective 7/1/2022	Effective 7/1/2023	Effective 7/1/2024
Drivers hired before July 1, 1996	\$24.23	\$24.83	\$25.45	\$26.09	\$26.74
Drivers hired after June 30, 1996 with at least one (1) year of district service	\$23.37	\$23.95	\$24.55	\$25.16	\$25.79
Drivers with less than one (1) year of district service	\$22.50	\$23.06	\$23.64	\$24.23	\$24.84

1. A \$0.50 per hour differential shall be paid upon achieving five (5) years of service with the District as a Driver.
2. Trainer will receive a \$1.00 per hour differential for time spent training.

B. The wage rate for all field trips, sports trips, special needs trips, wrap around trips and special assignments shall be \$19.00 per hour July 2020-2021 and increased by \$0.25 per year thereafter.

#### C. Van/Delivery Drivers hired after July 1, 2001

Position	Effective 7/1/2020	Effective 7/1/2021	Effective 7/1/2022	Effective 7/1/2023	Effective 7/1/2024
Van/Delivery Drivers hired after July 1, 2001	\$19.62	\$20.12	\$20.62	\$21.13	\$21.66

D. Beginning September 1, 2014 and each September 1st thereafter, if the driver population has been reduced by ten (10) persons from the prior September 1, the wage rates above will be increased by Twenty-Five Cents (.25¢). If the reduction is less than ten (10), said reduction shall be included in the following September 1, calculation.

### II. EXTRA DUTY, EXTRA PAY

- A. When non-Central Bucks District schools are dismissed at regular time during District early dismissal days and the driver must return to transport students, the driver shall be compensated for an additional one (1) hour of driving time.
- B. All sport, field, special trips and wrap around trips, or any other run not otherwise included in this salary schedule shall be compensated at the trip rates indicated above. Each driver shall be compensated for at least two (2) hours for each such sport, field, special needs, wrap around trips summer and alternate runs or special trip driven.

- C. Bus Cleaning- Drivers are expected to keep their bus clean at all times. Drivers are required to broom sweep their buses on the last day of school in preparation of the annual cleaning. The annual cleaning of buses shall be considered an extra bid assignment with drivers compensated at their regular hourly drivers' rate to a maximum of six (6) hours per bus and five (5) hours per van. Bus washers shall be compensated at their regular hourly drivers' rates. This work will be posted, interviews held and positions awarded by management.
- D. Emergency Shutdown -Drivers will be paid a minimum of one (1) hour for reporting to work if school is closed for any reason. If the driver has started his/her run and has to terminate, he/she will be paid for two (2) hours minimum.

### **III. CERTIFICATIONS AND TRAINING**

- A. CDL Certification-Drivers who successfully complete training and receive CDL certification will be paid Seven Hundred and Fifty Dollars (\$750) on the first anniversary of their effective hire as a school bus driver.
- B. Drivers will be paid normal hourly rate for required training. Voluntary training shall be paid at \$15 per hour
- C. CDL drivers will be reimbursed, upon presentation of a receipt, for the difference in cost between a regular license and a CDL license. Mechanics will be reimbursed for fees required for an inspection license and/or a CDL endorsement.
- D. Van drivers will be paid by the hour, at starting van rate, for pre-employment training to a maximum of twenty (20) hours.

### **IV. DRIVER/TRAINER**

- A. Qualified person assigned to train and qualify new drivers to become CDL qualified or ascertain if van qualified.
- B. Qualified person assigned to re-certify current school bus drivers.
- C. Vacancies -Where there is a vacancy for a driver/trainer, the District will post the vacancy in compliance with this agreement. This successful candidate may be chosen from within the bargaining unit or outside the bargaining unit. The selection shall not be subject to the grievance procedure.
- D. Driver/trainers will have the option to assume training duties in addition to their regular bus run. It is understood they must have a regular run, however, anyone that does not hold a regular run as of June 30, 2020 will not be required to hold a regular run and will be grandfathered in.

## APPENDIX B - SALARY SCHEDULES

### MECHANICS

Each employee shall be paid at the rate established for the position classification in which employed.

#### I. Base Salary Rates Hourly rates:

Position	Effective 7/1/2020	Effective 7/1/2021	Effective 7/1/2022	Effective 7/1/2023	Effective 7/1/2024
Automotive Mechanic (pre 91), Dispatcher, Router	\$28.49	\$29.20	\$29.93	\$30.68	\$31.45
Automotive Mechanic A	\$32.84	\$33.67	\$34.51	\$35.37	\$36.25
Automotive Mechanic B	\$31.44	\$32.22	\$33.03	\$33.85	\$34.70
Lead Mechanic	\$34.96	\$35.83	\$36.73	\$37.64	\$38.58

- A. For the term of this agreement, mechanics shall be compensated at 1.5 times their regular hourly rate to a maximum of 20 hours per mechanic for the duration of the contract for all required training necessary to secure or maintain appropriate school bus driver certification. In addition, the School District shall reimburse the mechanics, upon successful completion of certification, all required fees and wages due within the next pay cycle following board approval. Mechanics will be reimbursed for fees required for an inspection license and/or a CDL endorsement.

#### II. Salary Schedule Footnotes

- A. All new employees shall serve for a ninety (90) day probationary period. The termination of employment at any time during the probationary period shall not be subject to grievance or appeal.
- B. Promotions
1. A full-time employee who is promoted to a higher position classification shall serve in such new position classification on a probationary basis for four (4) months.
  2. A promoted employee may, during the first two (2) months of his/her probation, opt to return or may be returned by the District to his/her former position. Other employees affected by the above shall also be returned to their former positions. For the purpose of this section, position shall be defined as the same building, pay grade and shift.
  3. A promoted employee who does not satisfactorily complete the probationary period in the new position classification at the previous wage rate shall be entitled to return to his/her former position classification at the previous wage rate. If no positions are available, then the employee shall be assigned to any position within his/her position classification until such time as a vacancy occurs. Such termination of employment in the new position classification shall not be subject to grievance or appeal.
  4. A mechanic who is directed to drive a bus on any run will be reimbursed his/her regular hourly rate or the driver hourly rate, whichever is higher.



## APPENDIX C - GRIEVANCE PROCEDURE

### I. Definitions

A "grievance" is a complaint by an employee or a group of employees that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.

A "claimant" is the employee, or group of employees, alleging a grievance.

Any complaint that there has been a violation, misinterpretation, or misapplication of any statute or the administrative regulations thereof shall not be subject to the grievance procedure.

### II. Procedures

The parties agree that every effort will be made to resolve all such problems through oral discussion with immediate supervisors and/or administrative staff.

#### A. Level 1

Any employee who believes he/she has a grievance shall reduce such grievance to writing on a form agreed to by the parties and shall submit such grievance in writing to the Director of Human Resources within thirty (30) working days of the act upon which the grievance is based. The Director of Human Resources and/or the Business Manager shall meet with the aggrieved and a representative of the Association within eight (8) working days following receipt of the written grievance. The Director of Human Resources or Business Administrator shall respond to the grievance in writing within five (5) working days after such meeting.

#### B. Level II-Superintendent

If action is taken at Level I fails to satisfactorily resolve the grievance, the grievance may be submitted in writing by the aggrieved to the Superintendent within eight (8) working days of the employee's receipt of the written response pursuant to Level I. The Superintendent shall meet with the aggrieved and a representative of the Association within eight (8) working days following receipt of the written grievance and shall respond to the grievance within five (5) working days after said meeting.

#### C. Level III -Board of School Directors

If action taken at Level II fails to satisfactorily resolve the grievance, the grievance may be submitted in writing, by the aggrieved to the Board within five (5) working days of the employee's receipt of written response pursuant to Level II. The Board shall meet with the aggrieved and a representative of the Association within twenty-five (25) days following receipt of the written grievance and shall respond to the grievance, in writing, within five (5) working days after said meeting. A copy of such written response shall be forwarded to the President of the Association.

#### D. Level IV -Arbitration

If the Association is not satisfied with the disposition of the grievance at Level III, it may within five (5) working days after receipt of the Board's response, initiate arbitration pursuant to Section 903 of Act 195, Public Employee Relations Act.

#### **E. Miscellaneous**

1. Forms for filing grievances shall be prepared jointly by the Board and the Association and given appropriate disposition so as to facilitate operation of the grievance procedure.
2. Meeting and hearings - All meetings and hearings under the procedure shall not be conducted in public and shall include only the parties and their representative heretofore referred to in this article.
3. Non-Forfeiture Clause - Failure to process a contractual violation by any member of the bargaining unit shall not constitute an acceptance of any conditions of practice under this Agreement.
4. If for any reason the respondents fail to meet the deadlines specified, the grievance may proceed to the next level. Time limits may, however, be extended by mutual consent.