

AGREEMENT

between the

RADNOR TOWNSHIP SCHOOL DISTRICT

and the

**RADNOR SCHOOL EMPLOYEE
ASSOCIATION**

September 1, 2019 – August 31, 2024

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE RADNOR TOWNSHIP SCHOOL DISTRICT

AND

THE RADNOR SCHOOL EMPLOYEE ASSOCIATION

ARTICLE 1

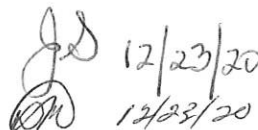
RECOGNITION

- a. The School District of Radnor Township (hereinafter called the "School District") recognizes the Radnor School Employee Association, PSEA-NEA (hereinafter called the "Association") as the exclusive bargaining representative for the bargaining unit as certified by the Pennsylvania Labor Relations Board in Case No. PERA-R-97-340-E dated November 12, 1997, under the conditions and limitations of the Pennsylvania Public Employee Relations Act, Act 195, providing for collective bargaining for public employees.
- b. This Agreement pertains only to those Employees falling within the certification referred to in Section a. of this Article.
- c. The terms "Employee" and "Employees" when used in this Agreement shall mean all full-time and regular part-time Bus Drivers and Bus Monitors who are in the bargaining unit.
- d. The term "School District" as used in this Agreement means the School District of Radnor Township and all authorized administrative and supervisory personnel of the School District, as may be applicable.
- e. The term "Bus Drivers" shall mean Employees of the School District who drive vehicles requiring a Pennsylvania School Bus Operator's license and a Pennsylvania Commercial Driver's License (CDL).
- f. The term "Employee in Training" as used in this Agreement shall mean a newly appointed Employee who is not in possession of a Pennsylvania School Bus Operators License.

ARTICLE 2

WAGES - JOB CLASSIFICATION

- a. Except as stated otherwise in this Agreement, the wage schedules which are set forth in this Article shall govern the wages to be paid for work performed by Bus Drivers and Bus Monitors during the term of this Agreement.
- b. Except as stated otherwise in this Agreement, Employees will be compensated at the following hourly pay rate during the term of this agreement:

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Contract Year	Drivers	Monitors
2019-2020	\$27.07	\$17.17
2020-2021	\$27.86	\$17.67
2021-2022	\$28.64	\$18.17
2022-2023	\$29.44	\$18.68
2023-2024	\$30.26	\$19.20

- c. New Bus Drivers shall normally be placed at an in-training rate of 50 cents per hour below the base rate upon being hired. These Employees will be comprised of those who, upon their employment, do not initially possess the required licenses to operate a school bus. They shall be advanced to the base rate upon the completion of their in-training status.
- d. Newly hired Bus Drivers who possess the required licenses to operate a school bus may, at the discretion of the School District, be hired at a negotiated rate above the in-training rate which does not exceed the base rate.
- e. The Senior Back-Up Driver (SBUD) position is defined as an AM/PM position offered by the District in addition to the regularly scheduled AM/PM run positions. The SBUD will serve as "back up" for any regularly scheduled AM/PM runs that are not covered. A SBUD will be paid a premium rate of \$1.00 per hour for as long as they serve in that position and shall be guaranteed at least five (5) hours of paid time per day of week. If a SBUD bids for additional runs, i.e. trips, mid-day runs, late runs, etc., the SBUD will not be paid at the premium rate of \$1.00 per hour. If the Transportation Director assigns a SBUD to cover any additional runs, i.e. trips, mid-day runs, late runs, etc. because no other driver is available, the SBUD will be paid at the premium rate of \$1.00 per hour.
- f. Van drivers shall be paid at a rate that is \$2.00 per hour less than the rate of pay for a school Bus Driver and shall be subject to all other terms and conditions of the Agreement as applicable to a bus driver.

ARTICLE 3

PAY PERIODS

Wages and salaries shall be paid biweekly during the term of this Agreement, in accordance with the uniform District-wide practice. Employees will be notified of specific pay dates at the time they are established by the School District.

ARTICLE 4

HOURS AND OVERTIME

- a. Employee work day and work year will be as approved by the School District, or as set forth in work schedules promulgated by the administration.

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- b. The School District reserves the sole discretion throughout the term of this Agreement to determine the number of Employees. In the event of a reduction in the number of Employees within the classification of Bus Driver, the Employee to be released shall be given two (2) weeks' notice thereof. In designating Employees to be released, the School District shall select such Employees in accordance with the layoff and recall provisions of this Agreement.
- c. An Employee may be required to work overtime at the discretion of the School District. No overtime shall be worked except as authorized by the School District.
- d. An Employee required to perform work in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any week from Monday through Sunday shall be compensated at the rate of one and one-half (1-1/2) times his or her base rate of pay.
- e. An Employee required to work on Sunday shall be compensated at the rate of one and one-half (1-1/2) times his or her base rate of pay for all hours actually worked that day. Equally, on the following national holidays: President's Day, Martin Luther King Day and if there is a requirement to transport students to non-public schools, Bus Drivers required to work will be compensated at the rate of one and one-half (1-1/2) times his or her base rate of pay for all hours actually worked that day.
- f. Bus Drivers who are regularly scheduled to work at least an AM and PM run five days per week will be paid for a minimum of five hours per day during the term of this Agreement.
- g. Bus Drivers who return early from their scheduled run, may only clock out with the Director of Transportation or his/her designee's approval provided that the Bus Driver is no longer needed. This early departure will result in loss of compensation of hours not worked up to the guarantee set forth in section f. above.
- h. There shall be no duplication or pyramiding of any premium pay provided under this Article or any other Article of this Agreement.

ARTICLE 5

ABSENCE and LATENESS

In all cases of excused absence or lateness, the Director of Transportation or his/her designee shall be notified of the proposed absence or lateness not later than one (1) hour before the Employee's scheduled starting time. Requests to be excused are to be directed to the Director of Transportation or his/her designee, who will accept or reject them and determine whether or not there is to be a loss of pay.

ARTICLE 6

EXTRA WORK

If Bus Drivers are called in before their regular starting time or are required to stay after regular assigned runs in order to install tire chains, they will be paid at least one half (1/2) hour's pay. The School District will provide protective clothing for use of the Bus Driver when installing and removing tire chains. The Bus Driver will be permitted to carry the clothing on the bus for use in an emergency.

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ARTICLE 7

WORK CANCELLATION

- a. If an Employee reports for work without prior notice (by radio announcement or telephone call) that work is not available during a regularly scheduled work-day (Monday – Friday), the Employee will receive compensation based on his/her scheduled AM run time.
- b. If an Employee reports for work on a Saturday and/or Sunday for an assigned extra run which is cancelled and less than two (2) hours notice has been given that work is not available, the Employee will receive two and one-half (2 ½) hours pay.

ARTICLE 8

MILEAGE REIMBURSEMENT

All Employees authorized by the School District in writing, to use personal cars in the course of School District business, shall be paid at the prevailing IRS rate at the beginning of the contract year for all miles driven. Tolls and parking reimbursements shall be paid within thirty (30) days of the submission by the Employee of the required record on or before the date designated for such submission. Fees incurred by Employees while driving a School District vehicle on School District business shall be reimbursed.

ARTICLE 9

DUES DEDUCTION

1. The School District shall deduct from the pay of each Association member, provided written authorization from each member so subject to deduction is furnished to the School District, dues in the amount established by the Association's Constitution and By-Laws. The School District shall transmit to the Association all monies withheld by the last day of the succeeding month after such deductions are made.
- b. The Association shall indemnify and save the School District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the School District for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignment furnished under any of such provisions.

ARTICLE 10

HOLIDAYS

- a. Bus Drivers and Bus Monitors shall be given the day off with pay equal to the number of hours of their regularly scheduled runs for Thanksgiving, Thanksgiving Friday, Christmas, New Year's Day, Good Friday and Memorial Day.
- b. To be eligible for holiday pay, an Employee must work the last scheduled work day immediately prior to the holiday and the first scheduled work day immediately following the holiday, except for absence for reasons satisfactory to the School District.

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ARTICLE 11

PERSONAL LEAVE DAY

- a. Each Bus Driver or Bus Monitor who has completed one year or more of School District service and who is regularly scheduled to work at least an AM and PM run five days per week shall be eligible for two (2) paid personal leave days each year. Paid leave shall be in the amount of scheduled hours of work multiplied by the appropriate base hourly rate.
- b. Employees requesting personal leave shall make application for such leave with the Director of Transportation or his/her designee, at least two (2) days in advance of the requested leave day, except for emergencies.
- c. Personal leave usage shall be limited to a maximum of five percent (5%) of the staff, rounded to next higher number, on any one day. In the event that applications for personal leave on a given day exceed five percent (5%) of the staff, the Director of Transportation will use his/her discretion in granting such leaves, however, priority will be given to the applicants who submitted their written application for leave at the earliest time.
- d. Unused personal leave shall not be cumulative. However, at the end of each school year, unused personal leave days shall be compensated at the rate of 125% of the Employee's usual per diem rate.

ARTICLE 12

SICK LEAVE

- a. Bus Drivers and Bus Monitors shall accumulate paid sick leave at a rate of three (3) days per year. The unused portion of this allowance shall accumulate from year to year without limitation.
- b. Employees who retire under the provisions of the Public School Employees Retirement System with fifteen (15) or more years of service in the School District will receive a lump sum payment in an amount equal to one hundred percent (100%) of his/her daily rate multiplied by the number of unused accumulated sick days. The maximum payment under the provisions of the Article shall not exceed \$6,000.
- c. The School District shall agree to deposit funds as a mandatory School District contribution by the School District to the Employee's 403(b) program to the extent such amount is permitted by tax code limitations. If any funds remain after making the maximum School District contribution to the Employee's 403(b) program, the balance shall be paid to the retiring Employee as a severance benefit no later than two and one-half months after the end of the year in which the retirement occurred.

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ARTICLE 13

BEREAVEMENT LEAVE

- a. Bereavement shall be utilized for death and days immediately following for planning and/or funeral/memorial services. In the event of special circumstances, such as a funeral/memorial service being held at a later date, the employee shall contact the Director of Human Resources for a reasonable exception. However, no more than five (5) total days may be utilized.
- b. Whenever an Employee shall be absent from duty because of a death in the immediate family of the Employee, there shall be no deduction in pay for such absences not in excess of five (5) working days. The immediate family is defined as Employee's father, mother, brother, sister, son, daughter, spouse, parent-in-law, or near relative who resides in the Employee's household or with whom the Employee has made his or her home.
- c. Whenever an Employee is absent because of the death of a near relative, there shall be no deduction in pay of said Employee for absence on the day of the funeral. A near relative shall be defined as first cousin, grandfather, grandmother, grandchild, aunt, uncle, niece, nephew, brother-in-law or sister-in-law.

ARTICLE 14

MILITARY LEAVE

Employees who are members of the military reserves or Pennsylvania National Guard and who are required to participate in annual training or who are called to active duty shall be entitled to an unpaid leave of absence for up to fifteen (15) days per year as provided by law.

ARTICLE 15

RETIREMENT BONUS

All Employees who retire from the School District under Public School Employees Retirement System, and who have ten (10) years or more of service with School District, will be eligible for a lump sum retirement payment of 10% of their last twelve months' salary.

ARTICLE 16

LIFE INSURANCE

The Board shall pay for and provide group term life insurance coverage in the amount of \$17,500 for each Bus Driver and each Bus Monitor who has one or more years of District service and who is regularly scheduled to work at least an AM and PM run five days per week, during the term of this agreement.

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ARTICLE 17**WORKER'S COMPENSATION**

Absence due to injury or illness which is determined to be compensable under Worker's Compensation will be charged against the Employee's sick leave days if the Employee is entitled to sick days and the Employee chooses to use sick leave days. For those Employees who choose to use sick leave days Worker's Compensation shall be coordinated with the sick leave and shall be deducted from accumulated days on a pro rata basis. No Employee shall receive combined benefits that exceed the amount of the Employee's regular salary.

ARTICLE 18**INCOME PROTECTION INSURANCE**

Bus Drivers and Bus Monitors, who are regularly scheduled to work at least an AM and PM run, five days per week, shall be eligible to receive income protection insurance (\$300 per month following a thirty (30) day waiting period) at no cost to the Employee.

ARTICLE 19**MEDICAL INSURANCE****1. Medical Coverage – Personal Choice C2-F1-01**

The School District shall pay the premium cost for the Personal Choice C2-F1-01 plan for those Employees who qualify for medical coverage, subject to the premium share provisions set forth in this Agreement.

- a. Bus Drivers: Following a 90 day probationary period, all Bus Drivers who are regularly scheduled to work at least an AM and PM run, five days per week, shall be eligible to participate in a plan of benefits consistent with the plan of benefits provided in the Independence Blue Cross plan C2-F1-01 and the prescription plan listed below. The School District shall pay 75% of the health premium for each such Employee, when such Employee elects single, Employee child(ren) or Employee spouse coverage in a plan which provides benefits comparable to C2-F1-01 and the prescription plan listed below during the Employee's first full year of employment following the 90 day probation period. Starting with the second consecutive year of employment and thereafter the School District and Employee will follow Section e below regarding the premium payments for healthcare.
- b. Bus Monitors: All Bus Monitors who are regularly scheduled to work at least an AM and PM run, five days per week, are eligible for Single coverage under a plan of benefits consistent with the plan of benefits provided in the Independence Blue Cross plan C2-F1-01 and the prescription plan listed below, with the ability to purchase additional coverage for eligible spouses or dependents at their own cost. Following a 90 day probationary period, the School District shall pay 50% of the premium during the first full year of employment; 70% of the premium during such Employee's second consecutive full year of employment; 85% of the premium during such Employee's third consecutive full year of employment; and starting with the fourth year of consecutive employment the School District and the Employee will follow Section e below regarding the premium payments for healthcare.


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For all Bus Monitors employed on the effective date of the Agreement, 90 day probation and consecutive years of employment will be calculated based on the Bus Monitor's date of hire.

- c. Prescription Benefits: Except for probationary Employees, each Employee who is regularly scheduled to work at least an AM and PM run, five days per week who is entitled to prescription coverage under the forgoing provisions of this Agreement, will receive single, dual or family prescription coverage, through the plan offered by the Delaware County Public Schools Healthcare Trust.

In addition to all terms, conditions, limitations and exclusions contained in the applicable plan or policy, the following terms and conditions shall apply:

1. Oral Erectile Dysfunction medications will be limited to 6 tablets for a 30 day supply.
 2. Prescription Drugs related to the diagnosis and therapy of infertility problems will be limited to a lifetime benefit of \$5,000.
 3. Prior authorization will be implemented for certain Medications to ensure Medications are being utilized for the FDA approved diagnosis.
 4. Specialty Injectables will be limited to a 30 day supply at the retail pharmacy and mail order facility.
 5. Drug Quantity Management will be implemented to ensure that the number of pills dispensed agree with the FDA-approved dosing guidelines and medical literature.
 6. Subject to the rules of availability, the Copay at the Retail Pharmacy will be for a thirty (30) day supply at the applicable copayment. The Copay through mail will be for a ninety (90) day supply at twice the applicable copayment.
 7. Formularies are permitted to change as per the insurance carrier or plan.
 8. Pre-authorization requirements, quantity limitations and frequency limitations are permitted to change.
- d. Dental Benefits: Bus Drivers and Bus Monitors who are regularly scheduled to work at least an AM and PM run, five days per week, shall be eligible to participate in a group dental insurance plan comparable to the basic Delta Dental plan with riders on a coinsurance basis as follows: 75%-25% Periodontics and Major Restorative/Crowns benefits and 50%-50% Orthodontics and Prosthodontics benefits with a cap of \$1,000/\$2,000 per family member. The School District shall pay 50% of the monthly premium for eligible drivers and monitors electing single, dual, or family coverage under the group dental insurance plan. Such Employee's share of the monthly premium will be paid through payroll deduction.

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e. Premium Share

Notwithstanding any provision in this Agreement to the contrary, each Employee (other than Employees who are sharing premium responsibilities due to years of service) being provided with health insurance under this Agreement shall contribute, through payroll deductions, towards premium in the amounts set forth as follows:

1. For the 2019-2020 fiscal year, the premium share shall be in the amount of 7.0% of the premium cost for the annual medical plan provided herein.
2. For the 2020-2021 fiscal year, the premium share shall be in the amount of 7.0% of the premium cost for the annual medical plan provided herein.
3. For the 2021-2022 fiscal year, the premium share shall be in the amount of 7.0% of the premium cost for the annual medical plan provided herein.
4. For the 2022-2023 fiscal year, the premium share shall be in the amount of 7.0% of the premium cost for the annual medical plan provided herein.
5. For the 2023-2024 fiscal year, the premium share shall be in the amount of 7.5% of the premium cost for the annual medical plan provided herein.
6. All premium share contributions shall be made through bi-weekly payroll deductions.

f. Options for Provision of Plan of Benefits

The School District shall be deemed to have fulfilled its obligations under this Agreement if it obtains insurance, adopts a self-funded plan, or participates or joins in a pool or trust, which provides the "plan of benefits" defined in this Agreement. In the event that any benefit is denied by any applicable insurer, self-funded plan, pool or trust, the sole and exclusive remedy of the Employee or, if applicable, the spouse or dependent is to utilize the applicable appeal process set forth in the applicable insurance policy, self-funded insurance plan, pool or trust. So long as the School District has obtained insurance, adopted a self-funded plan, or participated in a pool or trust providing the benefits required, arbitration under this Agreement shall not be available with respect to any claim or grievance by any Employee (for himself/herself, or his/her spouse or dependent) for any benefit.

g. "Plan of Benefits" Defined

The term "plan of benefits" shall mean the particular benefits that are identified in this Agreement and shall not include any other feature or provision of the insurance policy, self-funded plan, pool or trust. The School District may provide benefits in excess of those identified in the applicable "plan of benefits." In the event that the School District provides benefits in excess of the required "plan of benefits," the School District may eliminate any excess benefits at any time, so long as the benefits provided meet the defined "plan of benefits."

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h. Section 125 Plan

The School District shall provide a Section 125 Plan (including a flexible spending account for medical and dependent care and premium contribution) which shall be subject to the terms, conditions, limitations, and exclusions of applicable law.

i. Vision

1. Bus Drivers and Bus Monitors who are regularly scheduled to work at least an AM and PM run, five days per week, will be eligible to receive a maximum aggregate reimbursement for approvable vision care expenses incurred by a bargaining unit member or on behalf of the bargaining unit member's dependents in an amount not to exceed five hundred dollars (\$500) during the term of this Agreement as provided in detail below. Following a 90 day probation period, eligible employees hired after the effective date of this Agreement will be eligible to receive a maximum aggregate reimbursement for approvable vision care expenses in an amount reduced from the full benefit on a prorated basis to account for the amount of time the newly hired bargaining unit member was not employed during the five year term of this Agreement.
2. The Plan shall be an Employee reimbursement plan whereby Bargaining Unit Members shall, upon presentation of appropriate documentation of incurred expenses, be reimbursed for approvable expenses for vision care incurred by a Bargaining Unit Member and/or eligible dependent(s) of a Bargaining Unit Member during the periods September 1, 2019 through August 31, 2024 ("the coverage period").
 - a. The Plan shall require that "eligible dependents of a Bargaining Unit Member" shall be the same dependents of a Bargaining Unit Member who are eligible to be covered by the existing plan.
 - b. The Plan shall provide that in order to be reimbursable, the event that gave rise to the approvable expenses (i.e., performance of the eye examination, provision of the frame or lens, adjustment of glasses) shall have taken place during the coverage period.
 - c. The Plan shall provide that, as a minimum, the following expenses shall be approvable expenses for which reimbursement(s) may be made up to the maximum aggregate reimbursement amount of five hundred dollars (\$500) per employee during the coverage period.
 - i. The cost of eye examination and refractive services performed by a licensed doctor of medicine or osteopathy, including an ophthalmologist or licensed optometrist, including, but not limited to case history, external and internal examination of the eyes, testing visual acuity, determination of binocular measurement and prescribing corrective lenses.
 - ii. The cost of post-refractive services of a licensed doctor of medicine or osteopathy, including an ophthalmologist, a licensed optometrist or licensed dispensing optician consisting of facial measurement and other determinations required for ordering lenses and/or frames,

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adjustment of glasses, and the cost of materials including frames and lenses (including single vision, bifocal, trifocal, aphakia, contact and/or tinted lenses), where required due to lost, damage or breakage to existing lenses or frames or where new or replacement lenses and/or frames are required because there is sufficient loss of visual acuity to warrant a new or changed prescription of lenses.

- iii. The following expenses shall not be approvable expenses of the Plan: the cost of non-prescription sunglasses, medical or surgical treatment, drugs or other medications, services annually provided free of charge, any vision care service covered by existing District insurance policies, and services.

2. Excise Tax or Fee

During the term of this Agreement or at any time after its expiration date until such time as a new agreement is executed, if the calculated aggregate cost for any health benefit plans offered pursuant to this Agreement exceeds any applicable threshold amount stated in the IRC Section 4980I, including all applicable regulations or guidance thereunder (or any other applicable federal or state legislation enacted hereafter) so as to subject the coverage provider to an excise tax or fee under that Section, including all applicable regulations or guidance thereunder (or any other applicable federal or state legislation enacted hereafter) relating to Section 4980I (the "Tax"), the District and RSEA agree to address that issue as follows:

- a. The District shall notify RSEA by no later than January 1, 2017 (and any January 1st following the expiration of this Agreement while the parties continue to bargain over a successor agreement) that a certain health benefit plan or plans that are offered pursuant to this Agreement are reasonably expected to be subject to the above-referenced Tax and what the District intends to do to eliminate or otherwise address the Tax;
- b. RSEA and the District will have up to sixty (60) calendar days from the date of such notice to attempt to reach mutual agreement on the issue;
- c. If a mutual agreement is reached, that agreement shall become part of this Agreement and will supersede any affected provisions;
- d. If a mutual agreement is not reached within the sixty (60) calendar day period referenced in subsection b., the District and RSEA shall mutually select an arbitrator (with the assistance of the Pennsylvania Bureau of Mediation, if necessary) and schedule a hearing to be held no later than March 15. The appointed arbitrator shall be directed to issue a final and binding decision by the earlier of April 15 or fifteen (15) days in advance of the open enrollment period. The arbitrator shall treat the matter as an interest arbitration and the arbitrator's award shall be limited to selecting a medical plan offered by the Delaware County Public School Health Trust that, with or without an accompanying Health Reimbursement Arrangement ("HRA"), results in the least diminishment of benefits to the employees without subjecting the coverage provider to the Tax, but does not result in an overall enhanced benefit to the affected employees beyond what is offered under the plan to be replaced. Such changes shall become part of this Agreement and will supersede any affected provisions, including any health benefit plan or plans subject to the Tax.

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Notwithstanding the foregoing, existing employee premium share shall apply on the same basis as the eliminated health benefit plan(s).

ARTICLE 20

MEDICAL EXAMINATIONS

- a. The costs of all annual medical examinations required by regulations shall be borne by the School District where the examination is made by or at the direction of the School District or the School District physician.
- b. An Employee shall be notified as soon as the School District receives notice that the Employee is disqualified from driving a bus as a result of a medical examination. The School District shall endeavor to assign such Employees, at the appropriate rate of pay, to some other available position in the bargaining unit, the duties of which they shall be fully capable of performing. In the event no such position shall be available, such Employee shall be granted a six- (6) month leave of absence without pay.

During the six (6) month leave of absence, the Employee shall retain seniority rights accrued to the date of his/her separation and shall be restored by the School District to his/her former position in the event, upon medical re-examination and such other re-examinations as may be required by the School District, he/she is able to establish to the satisfaction of the Administration that he/she is fully capable mentally and physically of performing the duties of his/her former employment.

ARTICLE 21

UNPAID LEAVE OF ABSENCE

An Employee desiring an unpaid leave of absence for a period not to exceed ten (10) months from employment for valid reason shall apply for such leave in writing to the Director of Transportation. Such leaves may be granted by the School District at its sole discretion, however, leave requests shall not be unreasonably denied.

Employees on unpaid leave are not permitted to have other employment while on leave.

ARTICLE 22

GRIEVANCE PROCEDURE

- a. Definitions
 1. A "grievance" shall be defined as a dispute arising between an Employee or Employees and the School District out of the interpretation of an express provision or provisions of this Agreement.
 2. A "work day" shall be defined as any day when the School District's administrative offices are open and the transportation department is transporting children.

b. General Principles

1. 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 within the specified time limits shall be deemed acceptance of the decision rendered at that step.
2. Time limits may be extended by mutual consent of the parties.
3. In the event any Employee or the Association exercises any right of appeal to a court or an administrative agency concerning a subject appropriate for a grievance under the provisions of this Article, they shall be deemed to have waived their right to bring a grievance based upon the provisions of this Article or the occurrence which is the basis for such appeal, and any such grievance already instituted shall be barred from further processing if such an appeal is filed. In the event that the Court or agency defers to the grievance procedure, the grievance may subsequently be processed.

c. Procedure: Grievances shall be processed as follows:1. Informal

As soon as the grievant becomes aware of the occurrence giving rise to the grievance, he or she shall discuss the matter orally with the appropriate supervisor, with the objective of resolving the matter informally. Association representation will be offered at the informal discussion at the request of any Employee.

2. Step One

In the event the grievance is not resolved informally as provided above, the grievance shall be submitted in writing to appropriate supervisor not later than ten (10) work days after the occurrence giving rise to the grievance. The written grievance shall state the date of occurrence, the section(s) of the Agreement involved, the facts in brief form, and the remedy requested. The appropriate supervisor shall hold such meetings as deemed desirable, and shall report his decision, in writing, to the grievant and to the Association President, within ten (10) workdays.

3. Step Two

If the grievance is not resolved at Step One it shall be submitted, together with a written statement of the reasons for dissatisfaction with the disposition at Step One, within five (5) work days of the written decision at Step One to the Superintendent or his designee. The Superintendent or his designee shall hold such meetings as are deemed desirable, and shall reply, in writing, to the grievant and to the Association President, within ten (10) workdays.

4. Step Three

If the action taken in Step Two above fails to resolve the grievance, the grievant shall transmit the grievance together with a written statement of the reasons for dissatisfaction with the disposition of the grievance within five (5) working days to the Board of School Directors. The Board of School Directors will hold such meetings as are deemed desirable, and a

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decision, in writing, shall be rendered to the grievant and to the Association President, by the School Board within thirty (30) calendar days.

5. Step Four

If the action in Step Three above fails to resolve the grievance, the grievance may be referred by the Association to binding arbitration, as provided in Section 903 of Act 195, providing such referral is made within fifteen (15) calendar days following the date of the decision referred to in Step Three. Notice of appeal to arbitration shall be given in writing to the Superintendent.

- d. Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis on which the decision shall be rendered. The arbitrator shall first rule on the arbitrability of the grievance if so requested. The arbitrator shall be without power or authority to add to, alter, amend or modify any of the terms of this Agreement or to render any award contrary to law or which violates the terms of this Agreement. The arbitrator shall be requested to render his decision in writing within thirty (30) days of the date of the hearing unless otherwise mutually agreed by the parties.

ARTICLE 23

MEET AND DISCUSS

During the period following the ratification of this Agreement, the District agrees to meet and discuss with the Association, pursuant to the provisions of Act 195.

ARTICLE 24

SENIORITY

- a. Seniority shall mean an Employee's length of continuous service as a Bus Driver or Bus Monitor in the bargaining unit.
- b. An Employee shall lose his seniority and employment shall terminate if:
1. Employee voluntarily or involuntarily leaves the employment of the School District;
 2. Having been laid off he/she fails to report to the School District for work within fifteen (15) working days after he/she is recalled to work, except that an Employee physically incapacitated may preserve his/her seniority and right to subsequent recall for a period of eighteen (18) months by notifying the School District in writing of his/her intent to return;
 3. Employee has been laid off for a period of twelve (12) consecutive months;
 4. Employee is discharged for just cause;
 5. Employee's Bus Driver's License or Commercial Driver's License is revoked or suspended by the proper authorities. An Employee may apply for reinstatement as an Employee with his/her prior seniority if his/her suspended license is reinstated. A refusal of reinstatement will be subject to the grievance procedure.

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- c. Seniority shall continue to accumulate during active employment. Employees who are absent on account of sickness or injury and who have not sooner retired or otherwise terminated their employment shall lose their seniority after two (2) calendar years from the first day of absence.
- d. A seniority list shall be maintained for all Employees based on the date of hire. If two or more Employees have the same date of hire, seniority shall be determined by the following sequence of events: (1) date of application for the position; (2) date of Board appointment; and (3) flip of a coin.

ARTICLE 25

JOB POSTING

- a. Whenever a vacancy in the School District shall occur, which vacancy the School District shall determine to fill, notice as to such vacancy shall be given to Employees by posting on appropriate bulletin boards.
- b. An Employee hereunder shall have one (1) week from the date of such posting of notice to make written application to the Director of Personnel to fill such vacancy.
- c. The School District shall, in its discretion, fill such vacancy from among any such Employees who shall be qualified to fill the vacancy, before hiring personnel outside of the bargaining unit.
- d. All Employees who apply and meet the stated qualifications shall be interviewed before the vacancy is filled. All applicants shall be notified as soon as possible after the vacancy is filled. Upon written request, unsuccessful Employee candidates shall be given, in writing, the reason(s) why they were not selected.

ARTICLE 26

RUN POSTING

- a. Whenever a run vacancy shall occur, with the exception of runs serving the needs of special education or handicapped pupils, which vacancy the Department of Transportation shall determine to fill, notice as to such a vacancy shall be given to Employees. Notice of such a vacancy will be posted on an appropriate bulletin board in the driver's lounge.
- b. Employees will be allowed five (5) working days to respond to the posted vacancy. Thereafter, the Department of Transportation will have ten (10) working days to notify the Employee selected to fill the run vacancy.
- c. The School District shall, in its discretion, fill such vacancy from among any such Employees determined to be best qualified to fill the vacancy.

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ARTICLE 27**LAYOFFS AND RECALLS**

Employees will be laid off on the basis of their seniority in the bargaining unit where such Employees are relatively equal with respect to their physical qualifications and their skill and ability to do the work required in a satisfactory manner. In the event of a recall, the last Employee laid off shall be the first recalled consistent with physical qualifications and skill and ability as set forth above. Where Employees are not relatively equal as above set forth, they will be laid off and recalled on the basis of skill and ability and physical qualifications. The President of the Association under this provision shall have superseniority.

ARTICLE 28**JOB SECURITY**

The School District shall not contract the transportation function from the date of the ratification of this Agreement through August 31, 2024, which includes prior trips where vans were utilized by the professional staff, except for emergencies, when drivers are not available, and trips outside of the five county (Bucks, Chester, Delaware, Montgomery, and Lehigh Counties) area that require transporting students to multiple locations within one (1) Single trip. This section and the foregoing language do not apply to the middle school integrated programs and the high school CBI (Community Based Initiative) program.

ARTICLE 29**ASSIGNMENTS, DUTIES AND TRANSFERS**

- a. It shall be the duty of all Bus Drivers to drive on all regularly scheduled runs, all assigned emergency runs, and all assigned activity and field trips. It shall be the duty of all Bus Drivers to take care of all maintenance, including, but not limited to, the following:
 1. Sweep the vehicle at the completion of each run.
 2. Check the fuel supply before each run.
 3. Check the oil before each run.
 4. Check the water level before each run.
 5. Check all light systems before each run.
 6. Check tires before each run for all unusual wear, cuts, bruises, and air pressure.
 7. Clean the vehicle interior and windows regularly.
 8. Attend workshops or training sessions as directed.
 9. Report all accidents and all unsafe vehicle malfunctions immediately.

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10. Report other vehicle malfunctions and any misbehavior of the students no later than upon return to the bus garage at the end of the run.
 11. File a utilization report form daily.
 12. Perform such other duties in connection with pupil transportation as may be assigned to the Bus Driver by the Director of Transportation, or his/her designee.
- b. The School District shall have the authority to transfer an Employee to another position because of health or physical condition.
 - c. Bus Inspection

In consultation with the RSEA, the RTSD Director of Transportation, the Business Administrator, and the Director of Human Resources will revise the current School Bus Driver's Daily Walk Around and Inside Safety Check checklist for all drivers to adhere to for bus inspections. The revised School Bus Driver's Daily Walk Around and Inside Safety Check checklist will become part of the Rules and Regulations handbook.

ARTICLE 30

SUSPENSION OR DISMISSAL

- a. The following shall be grounds for immediate suspension, with or without pay, or dismissal:
 1. Physical or abusive verbal assault upon a student, supervisor, administrator, board member, or any member of the public in connection with School District employment.
 2. Drinking of any alcoholic beverage or being under the influence of liquor or controlled substances, as defined by the Food and Drug Administration, during working hours (including lunchtime and breaks).
 3. Arrest, conviction, or admission of an immoral or illegal act.
 4. Proven negligence while on duty.
 5. Unauthorized failure to report for work or unauthorized leaving of work.
 6. Falsifying employment or time records.
 7. Loss of required Pennsylvania School Bus Operator's License.
 8. Engaging in any conduct that requires dismissal under applicable law.
- b. Where any Employee is disciplined for a matter not included within the above items and which is not inherently so serious as to warrant immediate suspension or discharge, the School District shall suspend or discharge only after giving an Employee a written warning for the first offense or infraction. Thereafter, the School District shall have the right to suspend or discharge without further warning. Before the finalization of the suspension or discharge, the Employee may request a conference with the Director of Transportation.

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- c. Any Employee who is suspended or discharged may institute a grievance at Step Three of the Grievance Procedure, and shall have the right of appeal to arbitration in accordance with Article 22, Step Four.
- d. Any newly hired Employee, within the first ninety (90) days of employment, may, at the sole discretion of the School District, be discharged with or without cause. Probationary employees receive healthcare benefits and the increased wage after 90 calendar days.

ARTICLE 31

NOTICE OF RESIGNATION

Employees who intend to leave the employ of the School District will give at least two (2) weeks advance notice to the Director of Transportation or his/her designee.

ARTICLE 32

COURT APPEARANCE

All Employees who, in connection with the performance of their duties and at the request of the School District are required to appear in Court or before a State body in connection with an accident or matter affecting the operation of a school vehicle, shall be paid at their regular rate for the time spent in such duties. However, this provision will not apply to any Employee who may be found by a court of competent jurisdiction to have been negligent in any matter pertaining to such accident or school vehicle.

ARTICLE 33

JURY DUTY

An Employee required to serve on jury duty shall promptly notify the School District, and in the further event that Employee shall be unable to secure, after application made therefore, a court release from such jury duty by reason of his employment with School District so that said Employee shall be required to serve such jury duty, the School District agrees to pay such Employee the difference between the amount he shall receive as a juror during the time he is so serving, and the amount he would otherwise have received as wages from School District during such period.

ARTICLE 34

BULLETIN BOARDS

Adequate bulletin board space in a place designated by the School District shall be reserved in each work location, readily accessible to all members of the bargaining unit, for the posting of Association notices and other material dealing with proper and legitimate Association business. All such notices shall bear the signature of a responsible Association official or shall clearly indicate that its issuer or publisher is the Association. The bulletin board space shall be identified with the name of the Association. The authorized representative of the Association shall be the sole person empowered to post these materials on that board, and it shall be the duty of the Association to supervise the bulletin boards, their use and the nature of the material contained in any such notices, none of which shall be derogatory toward or concerning School District or School District officials and staff.

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ARTICLE 35

ASSOCIATION BUSINESS

- a. There shall be no Association activity on School District time, except for visits to work stations of authorized Association representatives which may be made after prior approval of the Director of Transportation, none of which shall interfere with the duties or functions of any Employee or school program.
- b. Association Organizational Meetings
 1. The School District agrees to provide up to four (4) days (or parts thereof) of unpaid released time for representatives of the Association to attend to official Association business.
 2. The Association shall submit to the Superintendent the names of any Association representatives no later than two (2) weeks prior to the date of the Association business. The School District reserves the right to reject the participation of a specific Employee when an obligation in a work schedule precludes the absence of that Employee as a designated representative.

ARTICLE 36

ASSOCIATION REPRESENTATION

At the request of any Employee, the Association President, or his or her designee, will be afforded the opportunity to be present when the Employee is reprimanded, suspended or dismissed.

ARTICLE 37


MEETINGS AT WORK LOCATION

Upon three (3) days' notice to the Director of Transportation, the Association President shall have the right to schedule meetings in an available School District building at a place designated for such meetings, before or after regular duty hours of the Employees involved, providing the building is open for other purposes and the meeting will not interfere with the School District's use of such building.

ARTICLE 38

NO STRIKE

- a. It is mutually agreed that there shall be no strike, as that term is defined under the Public Employee Relations Act and Act 88, during the life of this Agreement, nor shall any member, officer, representative or official of the Association participate in, authorize, assist or encourage any such strike during the life of this Agreement.
- b. The School District reserves the right to take appropriate disciplinary action against any Employee or Employees who violate the provisions of Section a. of this Article.

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ARTICLE 39

MANAGEMENT RIGHTS

- a. 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.
- b. It is understood and agreed that the School District, at its sound discretion, possesses the right, in accordance with applicable laws, to direct, manage and control all operations of the School District including the direction of the working force and the right to plan, direct and control the operation of all equipment and other property of the School District, to determine the employment, classifications and initial and subsequent assignment of employees, the types of work to be performed, the shifts, schedules and hours of work, the number of employees required, to select and hire employees, to promote, suspend, lay off, demote or discharge employees, and to make, apply and enforce rules and regulations, provided that such rights shall not be exercised by the School District in violation of the express provisions of this Agreement.
- c. Matters of inherent managerial policy are reserved exclusively to the School District. These include but shall not be limited to such areas of discretion or policy as the functions and programs of the School District, standards of service, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel.
- d. The listing of specific rights in this Article is not intended to be nor should be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the School District in the past.

ARTICLE 40

NO DISCRIMINATION

It is the policy of the School District not to discriminate on the basis of race, color, national origin, sex and handicap in its educational and vocational programs or employment as required by Title IX, Section 504 and Title VI.

Assurance is given that services, activities and facilities are accessible to and usable by handicapped persons. It is understood that this provision does not confer any substantive rights upon bargaining unit members.

For information regarding civil rights and grievance procedure, contact the Director of Human Resources, Coordinator of Title IX and the Director of Student Services and Special Education, Coordinator of Section 504, at 135 South Wayne Avenue, Wayne PA 19087 (610-688-8100).

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ARTICLE 41

HEADINGS

Any headings preceding the text of the several Articles hereof are inserted solely for the convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

ARTICLE 42

SEPARABILITY

In the event that any provisions of this Agreement shall be held contrary to law by a court of last resort of Pennsylvania or of the United States or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time for doing so, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. All other provisions of the Agreement shall remain in full force and effect.

ARTICLE 43

WAIVERS

The School District and the Association acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of the Public Employee Relations Act and constitutes the entire Agreement between the parties for the duration of the life of this Agreement; each party waiving the right to bargain collectively with each other with reference to any other subject, matter, issue or thing, whether specifically covered herein or wholly omitted herefrom and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

ARTICLE 44

CONSTRUCTION

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

ARTICLE 45

GENERAL PROVISIONS

This agreement shall be construed under, and be subject to, the provision of the Public Employee Relations Act 195, as amended, with which both parties agree to comply faithfully, as well as to the terms and provisions of the Pennsylvania School Code. All matters not otherwise provided for in this Agreement shall be controlled and governed by the forgoing Acts of Assembly, and any terms hereof in conflict therewith shall be null and void.

ARTICLE 46

DURATION

This Agreement and the terms and provisions hereof shall take effect as of September 1, 2019, or as of the date of its ratification by the parties, whichever is earlier, or except as otherwise noted herein and shall remain in full force and effect during the five (5) year term hereof, namely, September 1, 2019 until August 31, 2024.

ARTICLE 47

AGREEMENT OF UNDERSTANDING


This agreement contains the entire understanding between the parties hereto, is not conditioned upon any prior or contemporaneous oral inducing promises or representations, and shall not be altered, amended or reformed other than in writing duly signed by all parties hereto.

This agreement shall be binding upon and shall inure to the successors and assigns of the parties hereto.

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RADNOR SCHOOL EMPLOYEE ASSOCIATION, PSEA-NEA

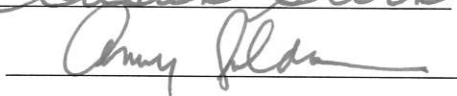
By:  Negotiator

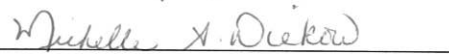
Attest:  Negotiator

Attest: _____ Negotiator

BOARD OF SCHOOL DIRECTORS OF THE RADNOR TOWNSHIP SCHOOL DISTRICT

By:  Board President

Attest:  Board Vice President

Attest:  Board Secretary

SIDE LETTER**Health Care Benefits Buy-Out Option**

1. The District will provide a plan offering a cash incentive on an annual basis to employees who opt to eliminate participation in the District's group healthcare plans, including medical, dental, and prescription coverage. To be eligible under the Buy-Out option in this section, the employee may not be covered by a family member's District healthcare plan. An employee who opts out under this section may participate in the District's dental plan by paying the full COBRA rate for the coverage elected. The annual cash incentive for employees who opt to eliminate participation in the District's group healthcare plans, including medical, dental and prescription coverage shall be as follows:
 - a. \$1,500 for 2015-2016
 - b. \$1,800 for 2016-2017
 - c. \$2,200 for 2017-2018
 - d. \$2,500 for 2018-2019
2. If an employee received the Buy-Out prior to September 1, 2015, and was covered by a family member's District healthcare plan, the annual payment shall be as follows:
 - a. \$1,500 for 2015-2016
 - b. \$1,000 for 2016-2017
 - c. \$500 for 2017-2018
 - d. \$0 for 2018-2019

