

COLLECTIVE BARGAINING AGREEMENT

Between the

**UPPER ST. CLAIR EDUCATION SUPPORT PROFESSIONALS
ASSOCIATION, PSEA/NEA**

UNIT 1

and the

BOARD OF EDUCATION OF THE UPPER ST. CLAIR SCHOOL DISTRICT

2021-2022

2022-2023

2023-2024

2024-2025

2025-2026

TABLE OF CONTENTS

Article I - Preamble	1
Article II - Recognition.....	1
Article III - Maintenance of Membership	1
Article IV - Membership Dues Deduction	1
Article V - Management Rights	2
Article VI – Definitions and Hours of Work.....	2
A. Definitions	2
1. Bus Drivers.....	2
2. Van Drivers	2
3. Attendants	2
4. Full-time Floater	2
B. Work Year.....	2
C. Workday.....	3
1. Bus and Van Drivers and Attendants	3
2. Full-time Floaters	3
D. Workweek	5
E. Automated Payroll Reporting System.....	5
Article VII – Seniority	5
A. Definition.....	5
B. Probation Period	6
C. Seniority and Bid Lists	7
1. Seniority Lists.....	7
2. Bid Lists.....	7
D. Exercise of Seniority/Work Force Changes	8
Article VIII – Assignments	11
A. Definitions for Purposes of this Contract	11
B. Annual Selection of Runs	12
C. Bidding Procedures for Other Work.....	13
Article IX - Grievance Procedure	17
A. Definitions	17
1. Grievance.....	17
B. Purpose	17
C. Procedure	17
1. Time Limits.....	17
2. Year End Grievances	17
3. Informal Conference — Director of Transportation	17
4. Level One.....	17
5. Level Two — Director - Human Resources.....	17
6. Level Three — Superintendent	18
7. Level Four — Arbitration	18
D. Rights of Employees to Representation	19
1. Employee and Association.....	19
E. Miscellaneous	19
1. Group Grievance	19
2. School Board Grievance	19
3. Separate Grievance File	19
4. Forms	19
5. Meetings and Hearings	19

Article X – Wages	20
A. Regular Wage Structure – Hourly Rates	20
B. 30 Minute Rule.....	20
C. Cancellations	20
D. Wages – Miscellaneous	21
Article XI - Working Conditions and Fringe Benefits	22
A. Unpaid Leaves of Absence	22
B. Vacation and Holidays	22
C. Accumulative Sick Leave/Sick Leave Bank/Attendance Bonus.....	23
1. Accumulative Sick Leave	23
2. Sick Leave Bank	23
3. Sick Day Donation/Transfer	24
4. Attendance Bonus.....	24
D. Emergency/Personal Business Days.....	25
E. Bereavement Leave.....	25
F. Jury Duty.....	26
G. Life Insurance	26
H. Hospitalization Insurance.....	26
I. Liability Insurance	28
J. Retirement Allowance	28
K. Physical Examinations.....	29
L. Cash Advances/Meal Allowance	29
M. Maps	29
N. Safety.....	29
O. Student Health Problems	29
P. Responsibility.....	30
Q. Student Conduct Form.....	30
R. Rosters	30
S. Repair Sheets	30
T. Payroll Errors	30
U. Personnel File.....	31
V. Use of School Facilities	31
W. Driver Manual	31
X. Association Time	31
Y. Extended Work Year.....	32
Z. Drugs and Alcohol	32
AA. Summer Work	32
BB. Commercial Drivers License/Certifications	33
CC. Subcontracting	33
Article XII - Discipline and Discharge.....	34
A. Discipline	34
B. Discharge.....	34
Article XIII - Miscellaneous Provisions	35
A. Separability	35
B. Copies of the Agreement	35
C. No Strike - No Lockout.....	35
D. Negotiations Clause.....	35
E. Statutory Savings.....	35
F. Association Representative Visits.....	35
G. Non-Discrimination	36
H. Evaluation Form.....	36
Article XIV - Duration of Agreement.....	36
Appendix A	37
ACSHIC EPO Plan Design	37

Article I - Preamble

This Agreement, entered into effective July 1, 2021 by and between the Upper St. Clair School District Board of School Directors hereinafter called the "Board," or "School Board" and the Upper St Clair Education Support Professionals Association, PSEA/NEA (Unit 1), hereinafter called the "Association."

WITNESSETH:

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

Article II - Recognition

The Board hereby recognizes the Association as the exclusive representative for purposes of collective bargaining with respect to wages, hours, terms and conditions of employment for all Bus Drivers and Bus Attendants as set forth in the Pennsylvania Labor Relations Board Certification under Act 195 at Case NO. PERA-R-2534-W (Unit 1) and all Full-time Floaters and Van Drivers, but excluding District delivery Drivers.

Article III - Maintenance of Membership

The Board agrees that all employees who are members of the Association at the time of final execution of this Agreement shall be subject to the "Maintenance of Membership" provision of Article III, Subsection 18 of the Public Employee Relations Act 195.

Fair Share fees shall not be collected until such time that the restriction on the collection of Fair Share fees announced in the Supreme Court decision in Janus v. AFSCME, Council 31, 138 S.Ct. 2448 (2018) is reversed or the collection of Fair Share fees is made legal in some other manner. In the event that Fair Share again is deemed legal, all the provisions of this section that existed in the 2017-2021 Contract pertaining to the obligations of non-members to pay fair share fees and the District's deduction of such fair share fees shall be reinstated in full force and effect subject to any limitations in federal or state law.

Article IV - Membership Dues Deduction

The Board agrees to deduct the currently applicable Association dues from the pay of those employees who individually request in writing that such deductions be made. The amount to be deducted in a fixed dollar amount shall be certified to the Board by the Association, and the deduction shall be equally divided between the two pays accruing to the employee each month for a ten (10) month period for Drivers and Attendants in each year of the agreement. The Board shall transmit the total amount of each month's deductions to the Treasurer of the Association, together with an itemized statement of current employee members, by check by the tenth (10th) of the month following said deductions.

The Association agrees to defend, indemnify and hold harmless the Board in connection with any cost or litigation arising out of any actions taken at Association request, pursuant to the dues deduction and/or maintenance of membership sections of this Agreement.

Article V - Management Rights

The Association recognizes that it is the responsibility and right of the Board to maintain discipline and efficiency, and agrees that the Board shall have the freedom of action necessary to discharge its responsibilities for the successful operation of the District. These rights and responsibilities of the Board shall include the right to manage all bus operations, to schedule and assign work, to direct the work force, to direct and control the utilization of all equipment, to hire employees, to suspend or discharge for proper cause and to layoff and relieve employees from duty due to lack of work or other legitimate reasons. All rights are reserved to the District, except that the exercise of such rights shall not deprive an employee of any right expressly provided under this Agreement.

Article VI – Definitions and Hours of Work

A. Definitions

1. Bus Drivers

Drivers who possess a CDL and primarily drive buses requiring a CDL and regularly work a 10-month work year for the number of student days per the annually approved school calendar.

2. Van Drivers

Drivers who are employed primarily to drive a van, which is a passenger vehicle that can transport no more than eleven (11) people, including the Driver and the Attendant and does not require a CDL. A van does not have eight-way lighting. Van Drivers regularly work a 10-month work year for the number of student days per the annually approved school calendar.

3. Attendants

Employees who ride on buses and vans as needed; Attendants who are properly trained may operate District vans if offered the option by the District. Attendants regularly work a 10-month work year for the number of student days per the annually approved school calendar.

4. Full-time Floater

Drivers who possess a CDL and primarily drive buses requiring a CDL and regularly work more than seven (7) hours and up to eight (8) hours per day over a 12-month work year. Floaters regularly work the student days during the school year and additional days in the summer, for a total of 260 days.

B. Work Year

For all Drivers and Attendants other than Full-time Floaters, an employee's work year is the first day of the employee's regular daily run assignment with a duration to begin on the day of the employee's earliest start date of any school (e.g., USC, private and/or parochial) in that run, and ending on the employee's latest end date of any school in that run but not later than June 30th. For Full-time Floaters, the work year shall be 260 days between July 1 and June 30 annually.

C. Workday

1. Bus and Van Drivers and Attendants

- a. The normal workday for Bus Drivers and Bus Attendants includes regularly scheduled morning run/s and/or regularly scheduled afternoon run/s, and may also include one-way trips. The Driver shall inspect the vehicle, consistent with procedures established by the Board pursuant to the Department of Transportation regulations, prior to leaving the Garage and shall leave the vehicle in a condition ready for use. The total scheduled time for pre-trip inspections and scheduled morning runs and scheduled afternoon runs shall usually not exceed a total minimum of five (5) hours per day.
- b. A normal mid-day run will be offered with a minimum of 105 minutes or actual driving time, whichever is greater, and will include the total scheduled time consisting of a pre-trip inspection plus the scheduled run time. The Driver shall inspect the vehicle, consistent with procedures, prior to leaving the Garage and shall leave the vehicle in a condition ready for use.
- c. Regularly scheduled a.m. or p.m. runs which exceed the minimum minutes as defined in C.1.a., and regular daily mid-day runs which exceed the minimum minutes as defined in C.1.b., shall be paid for actual time worked beyond the specified times.
- d. A normal early dismissal run is measured from the time the vehicle is scheduled to leave the Garage until the time it returns to the Garage and shall usually not exceed sixty (60) minutes. If the early dismissal exceeds the sixty (60) minutes the Driver/Attendant shall be paid for actual time worked beyond the sixty (60) minutes.

2. Full-time Floaters

- a. The normal workday for Full-time Floaters will include a regular mid-day run and provide coverage for open runs/duties as needed.
 - b. A Full-time Floater will work up to eight (8) hours daily, which may be consecutive or split shift hours and will be posted as either a first or second shift position. If the District determines that the am/pm designation needs to be adjusted, the District and Association will confer and the position may be adjusted if agreed upon by the parties or reposted.
 - c. Full-time Floaters will receive two 15-minute breaks and a 30-minute duty free lunch break.
3. Disagreements concerning the accuracy of run schedules shall be resolved between the Director of Transportation and the Association President.
4. Notwithstanding any other provision of this Agreement, during the minimum minutes as defined in C.1.a and C.1.b, beginning with the time a Driver and/or Attendant's bus is scheduled to leave the bus garage to begin a morning, mid-day

or afternoon run, as applicable, such Driver or Attendant may be assigned, as exclusively determined by the Director of Transportation, to any other trips or runs which he/she has time to perform/start within the run period. Such assignment shall not normally expand the employee's minimum run time by more than thirty (30) minutes. If the assignment extends beyond the minimum minutes as defined in C.1.a and C.1.b, the extra time will be paid at the applicable hourly rate of pay.

The School District retains the right to change stops, make student additions, and make student deletions to regularly scheduled runs. The School District, however, will not pull Bus Drivers off their regularly scheduled bid runs unless the number of vacancies needing to be filled exceeds the number of available Drivers after the measures described in the next paragraph are exhausted. The School District additionally agrees to make efforts to cover vacancies using Full-time Floaters or by assigning the vacant runs as additional work to existing regularly scheduled bid runs. The School District also will notify the Association as soon as possible, but by the close of the next school day, when a Driver(s) is pulled off his or her regularly scheduled bid run and shall discuss the circumstances in an attempt to prevent a reoccurrence.

The School District agrees that when a bus run vacancy exists, other than a vacancy covered and filled by Article VII, Section D, the following measures are to be exhausted in the order listed, time permitting, before the Bus Driver is pulled off his or her regularly scheduled bid run:

- a. Full-time Floater;
- b. Substitute List (Drivers on layoff who are on the substitute list shall be called first);
- c. Contractors; and
- d. All available Mechanics.

The above persons filling in as Drivers shall complete the entire assigned vacant AM and/or PM run, except as permitted by Article VI, Section C. The School District shall give notice to the Association as soon as possible, but by the close of the next school day, if it was necessary for a mechanic(s) to drive and shall discuss the circumstances. Transportation office personnel may drive only as a last resort when none of the above measures have proved successful to cover the vacated run.

5. If an extra work run is bid at a regular weekly or daily bid meeting and is subsequently cancelled by more than 120 minutes prior to the scheduled departure time, the cancelled Driver or Attendant shall be first in the bid rotation (on the appropriate list), at the next regular weekly bid meeting.

D. Workweek

The workweek will begin at 12:01 a.m. each Sunday. If an employee works more than forty (40) hours in a workweek, the hours worked in excess of forty (40) will be paid at time and one-half the applicable rate of pay for the overtime hours worked. If no Driver bids on overtime, Drivers may be assigned overtime in emergency situations based on inverse seniority within their classification.

E. Automated Payroll Reporting System

1. The Board shall have the right to install an automated biometric payroll reporting system. Before such system is implemented, the District will meet with the Association to adopt rules for the administration of such system, which shall include sufficient confidentiality and privacy protections. All employees shall be trained to use the system prior to being implemented.
2. It shall be a serious violation of this agreement for any employee to seek pay for time not worked or to delay the completion of a run or trip in order to receive additional pay.

Article VII – Seniority

A. Definition

Job Class Seniority” means a regularly employed Bus Driver, Full-time Floater, Van Driver, or Bus Attendant’s length of continuous service as a Bus Driver, Full-time Floater, Van Driver or Bus Attendant within his or her job classification. Regularly employed Bus Drivers, Full-time Floaters, Van Drivers and Attendants are defined as individuals working every day on the same assignment. Bus Drivers, Full-time Floaters, Van Drivers and Bus Attendants shall each be a separate job class for seniority purposes. This definition does not include substitutes.

“District Seniority” means an employee’s length of continuous service with the School District without regard to job classification.

An employee who is hired as a Full-time Floater or transfers to become a Full-time Floater shall be required to commit to serve a full calendar year as a floater. However, if a Full-time Floater wants to transition to an open Bus Driver position after serving a year as a floater, the floater may apply for a Bus Driver position and if selected, will maintain their seniority.

An Attendant who successfully bids on a vacant Driver position shall serve a sixty (60) work day evaluation period. An Attendant, who successfully bids on a Driver’s position and who does not successfully complete the evaluation period, shall be returned to an Attendant position retaining his/her previous job class seniority plus evaluation time accrued. A Van Driver who successfully bids on a vacant Bus Driver position shall serve a sixty (60) work day evaluation period. A Van Driver, who successfully bids on a Driver position and who does not successfully complete the evaluation period, shall be returned to a Van Driver position retaining his/her previous job class seniority plus evaluation time accrued. An employee continues to accrue district seniority without regard to the employee’s job classification.

All Van Drivers desiring to upgrade to a Bus Driver position shall be provided the training and opportunity to do so by the District. The District will provide and pay for the training for Van Drivers to obtain their CDLs and become Bus Drivers. The Van Drivers will continue to work their runs during their CDL training. Should a Van Driver fail to successfully obtain their CDL, that Van Driver will retain their right to continue working as a Van Driver for the District. Although the District will support employees getting their CDL, obtaining a CDL is not a guarantee for placement as a Bus Driver.

1. If an employee is laid off, his or her accrual of seniority shall continue for a period of one (1) year from the date of layoff; and he or she shall not lose any seniority accrued as of that date.
2. Any employee who is on layoff shall maintain seniority status with the Board for a period of two (2) years from the date of layoff. The amount of seniority which the employee maintains under this paragraph shall include the one (1) year which may be accrued as described in paragraph 1 above.
3. The following shall constitute a break in service as referred to in this Section: resignation, separation for just cause, failure to report within ten (10) days after recall (said notice of recall shall be made by certified mail), abandonment of position as evidenced by unexcused absence of more than three (3) consecutive work days, and expiration of two (2) years while on layoff. Continuous service shall not be broken by Board approved leaves of absence.
4. An employee who is off work due to sickness or who is on workers compensation, shall have the right to return to his/her former run for the remainder of the school year. Further, such employee shall break continuous service if such absence exceeds two years.

B. Probation Period

1. New employees shall be added to their respective seniority list after completing sixty (60) work days after their first day of work on a regular bargaining unit run as a Bus Driver, Van Driver, Full-time Floater or Bus Attendant provided that they are qualified and pass their physical examination.
2. A new employee who successfully completes his or her probationary service shall have his or her seniority backdated to his or her most recent start of continuous employment on a regular run as a Bus Driver, Van Driver, Full-time Floater or Bus Attendant.
3. Probationary employees shall not be added to bid lists until the regular weekly morning bid meeting following the completion of their probation period. During their probationary period, such Probationary employees shall be assigned to extra work only if no regular Driver or Attendant has accepted or is available to do the trip in question, but before substitute Drivers or Attendants.

C. Seniority and Bid Lists

The Director of Transportation shall maintain Seniority and Bid Lists.

1. Seniority Lists

SENIORITY LIST #1 - shall contain the names of all Bus Attendants with seniority, listed in the order of their district seniority.

SENIORITY LIST #2 - shall contain the names of all Bus Drivers with seniority, listed in the order of their district seniority.

SENIORITY LIST #3 – shall contain the names of Van Drivers with seniority, listed in the order of their district seniority.

SENIORITY LIST #4 - shall contain the names of Full-time Floaters with seniority, listed in the order of their district seniority.

2. Bid Lists

BID LIST #1 - shall contain the names of all Bus Attendants from seniority list #1 and shall be used in constant seniority rotation to fill Extra Work for Bus Attendants.

BID LIST #2 - shall contain the names of all Bus Drivers, and Van Drivers from seniority lists #2 and #3 and shall be used in constant seniority rotation to fill Extra Work.

BID LIST #3 - shall contain the names of all Bus Drivers and Van Drivers from seniority lists #2 and #3 and shall be used in constant seniority rotation to fill Bus Attendant vacancies for Drivers who sign up to work as Attendants.

3. In establishing future placement on the appropriate seniority lists, if two or more individuals were hired on the same date, seniority preference shall be given to the individual who first began continuous employment on a regular run in his/her job classification and who first completes the sixty (60) day probationary period. In the event of a tie, the effective date as a substitute will be given preference for seniority order. If still tied, a random drawing will determine seniority order.
4. If the method described in C.1. fails to determine placement on the appropriate seniority lists the concerned employees shall draw lots.
5. Should an extra Driver or Attendant or a new Driver or Attendant be hired as a regular Driver or Attendant that Driver or Attendant shall be placed at the bottom of the appropriate seniority list.
6. Copies of updated seniority lists and updated bid lists shall be posted at all times in the bus garage.

D. Exercise of Seniority/Work Force Changes

1. In the scheduling of runs at the annual meeting discussed in Article VIII Section B Bus Drivers, Van Drivers, and Bus Attendants shall choose runs in their seniority order from the appropriate list. Bus Drivers will bid on all but three (3) mid-day runs. The last three (3) mid-day runs remaining after the Bus Drivers have bid on mid-day runs will be reserved for Full-time Floaters. Full-time Floaters shall bid based on district seniority within their classification on the three (3) mid-day runs that are reserved after the other mid-day runs have been bid. In the event there are an insufficient number of Full-time Floaters at the annual meeting, the remaining runs will be rebid as temporary runs.
2. When a Full-time Floater position is vacated or created and if the District elects to fill the position, the position shall be posted internally for five (5) business days. If internal candidates apply, the most senior qualified applicant shall be appointed to fill the position. If after five (5) business days no qualified internal candidates apply, the position may be posted externally and filled with an external applicant.
3. When a Bus Driver, Van Driver or Bus Attendant position is vacated or created and if the District elects to fill the position, the following procedures shall be utilized to fill the position:
 - a. Vacant AM/PM runs will be posted for six (6) working days along with notice of the day, time, and location of the bid meeting;
 - b. Interested bidders will not be required to submit advance written bids;
 - c. Bidding will occur at the meeting regarding the then vacant run(s) and any other run vacated by a Driver successfully bidding another run;
 - d. Only Drivers present from the start of the bid meeting will be permitted to bid;
 - e. Bargaining unit Drivers with a scheduling conflict due to School District work will be permitted to proxy bid, but only through a proxy given to a union representative in attendance at the meeting;
 - f. Drivers will only be allowed one successful AM/PM bid per meeting. Once awarded a bid, that Driver is not permitted to bid on any other vacancies at that meeting;
 - g. Each bid will be awarded solely based on seniority;
 - h. The Director of Transportation will describe each run prior to the bidding for that run;
 - i. Runs will be offered to individual Drivers in order of seniority among attendees/proxies. Each Driver must respond with his/her decision within five (5) minutes of being offered the run. Failure to respond within five (5) minutes will be treated as a rejection of the offered run; and

- j. Step i. will be repeated for all open and vacated runs. Remaining unbid vacancies will be assigned by the Director of Transportation.
 - k. The Director of Transportation shall meet and discuss with the President of the Association, or designee, the status of unassigned work (work not previously bid) when the work has not been posted within six (6) working days.
4. Unassigned work that continues for more than six (6) working days shall be posted as a temporary run. The temporary run shall be posted for bid by all qualified, regular Bus Drivers or Bus Attendants. The temporary run shall remain posted for two (2) working days and be assigned at 9:00 a.m. on the third working day. Unassigned work shall mean work not previously posted and bid.
- a. The successful bidder of a temporary run shall fill the run until the position has been Board approved and filled, or the work has been permanently assigned to a regular bus run.
 - b. In the event that a temporary run becomes a new Board approved permanent position, the run shall be posted and filled according to Article VII, D.2.
 - c. An employee assigned to a temporary run shall return to his/her former run assignment when the work is absorbed by an existing regular run or when the new permanent run is filled by another Driver or Attendant.
 - d. When a finite end date is known for a new Mid-Day or AM/PM temporary run (work that continues for more than six (6) working days) and the expected end date is less than forty-five (45) calendar days, the run will be posted for two (2) working days as a new temporary run in accordance with Article VII, D.3. with the expected end date noted. Upon expiration of the new temporary run period, the employee who successfully bid on the new temporary run shall return to his or her former run assignment as described in Article VII, D.3.c.
 - e. When a finite end date is not known for a Mid-Day or AM/PM temporary run, the run will be posted for two (2) working days in accordance with Article VII, D.3. If the District elects to cancel the temporary run prior to 45 calendar days, then the employee who successfully bid on the new temporary run shall return to his or her former run assignment as described in Article VII, D.3.c.
 - f. If the new temporary run is an AM/PM run and continues for more than forty-five (45) calendar days, the new AM/PM run will be rebid in accordance with Article VII, D.2. and no longer be considered a temporary run. If at any time thereafter the AM/PM run is cancelled, the employee shall have the rights as described in the first sentence of the first paragraph of Article VII, D.5. which is the right to bump by seniority. Each employee subsequently displaced shall have the same rights as the initial employee.

- g. If the new temporary run is a Mid-Day and continues for more than forty-five (45) calendar days, the new Mid-Day run will be rebid in accordance with Article VII, D.2.a. and no longer be considered a temporary run. If at any time thereafter the Mid-Day run is cancelled, the employee shall have the rights as described starting with the last sentence of the first paragraph through the last paragraph of Article VII, D.6.
 - h. An employee who successfully bids on a permanent AM/PM run, whether bid at the annual bid meeting or during the school year, shall have bumping rights by seniority per Article VII, D.6. of this Agreement if their permanent AM/PM run is cancelled.
5. If an Attendant reports off for work, the Director of Transportation shall make every reasonable effort to fill the vacancy with a substitute Attendant or substitute Driver who wishes to be considered for work as an Attendant, provided that if a replacement Attendant cannot be assigned in time to work the run, the run shall depart as scheduled. The Board shall also attempt to increase its number of substitute Attendants and to identify other employees in the District who would serve as Attendants in an emergency.

In the event of the laying off of employees, employees shall be laid off in the inverse order of their District seniority within their respective classifications. However, any employee subject to a layoff, may utilize their District seniority to bump a less senior employee in any job classification they are qualified to perform. If the laid off employee exercising bumping rights bumps an employee in a lower paid classification, the bumping employee shall retain their original wage rate for ninety (90) calendar days or until there is a position available in their original higher paid classification, whichever should first occur.

6. When an employee is laid off he or she shall be permitted to exercise his or her seniority right to bump - replace an employee with less seniority. Such employee, may, if he or she so desires, bump the least senior employee in any equal or lower job classification provided in each case the bumping employee has greater seniority than the employee whom he or she bumps and is qualified to perform the available work. Employees shall maintain their District seniority regardless of which classification they bid on or work in. Additionally, when an employee's mid-day is permanently cancelled, the employee shall be permitted to bump the least senior mid-day Driver (excluding Full-time Floater) if the affected employee chooses to replace their lost mid-day run.

When a mid-day is permanently cancelled and that Driver is the least senior of all mid-day Drivers, that affected Driver shall have no bumping rights. When a mid-day run is permanently cancelled and that Driver is not the least senior of all mid-day Drivers, the Driver shall be permitted to bump the least senior Driver with a mid-day run consisting of the same number of days as the cancelled run excluding mid-day runs filled by Full-time Floaters. If there are no mid-day runs with the same number of days as the permanently cancelled mid-day run, the cancelled Driver may bump the least senior Driver of a run comprised of the next most days. The bumped Driver(s) shall then be permitted to only bump the mid-day Driver who is the least senior Driver of a run comprised of the next most days. This process shall continue until the bumped Driver bumps the least senior Driver of a mid-day

run comprised of the least days currently in existence. There shall be no further bumping until another mid-day is cancelled. This provision only applies to cancellation of mid-day runs and all other bumping rights are as set forth in other provisions of this Agreement.

7. The hiring of Van Drivers and/or Full-time Floaters shall not result in the furlough of any Bus Drivers. Provided that this provision shall not be interpreted to require a set crew size within any classification.
8. Employees on layoff shall be allowed to work as substitute employees at the employee's regular wage rate at the time of layoff, but such work shall not be considered as regular work so as to terminate the employee's layoff status.
9. Employees shall be recalled from layoff according to their seniority and qualifications to perform available work.
10. No new Bus Drivers or Bus Attendants shall be continually employed on a regular run until all Bus Drivers or Bus Attendants on layoff status qualified to perform the work have been recalled.

Article VIII – Assignments

A. Definitions for Purposes of this Contract

1. A "regularly scheduled run" is a specific routing or combination of routings to or from district public, private, vo-tech or parochial schools with multiple pick-up or drop-off points for students, and may include one-ways.
2. "Extra Work" means any of the following unless otherwise reserved:
 - a. A "mid-day run" is any regularly scheduled run which falls in between morning and afternoon runs on a daily basis.
 - b. A "supplemental run" is a run in which a Driver or Attendant works his or her regularly scheduled a.m. or p.m. run on a non-Upper St. Clair school day or substitutes for a Driver or Attendant on a regularly scheduled a.m. or p.m. run.
 - c. An "early dismissal run" involves a scheduled early ending of a specific school which pays at the rate set forth in Article X, Section A. For PSERS purposes it shall be credited as sixty (60) minutes.
 - d. An "activity trip" normally involves a school field trip, athletic trip or other event originating at a district school and does not conflict with a Driver/Attendant's normal run assignments.
 - e. A "one-way trip" is normally activity related and is assigned by the Director of Transportation to a regularly scheduled run.
3. Emergency Trips are trips that cannot be filled through the regular bidding process, whether at weekly or daily bid meetings.

4. Emergency Return Trips are one way return trips that cannot be filled either at a regular bid meeting or during an emergency radio bid.

B. Annual Selection of Runs

1. Annually, the Director of Transportation shall schedule a meeting of all Bus Drivers, Van Drivers, and Bus Attendants, for the purpose of determining regularly scheduled runs for the year. Full-time Floaters shall also be provided the opportunity to bid on the three (3) reserved and remaining mid-day runs at this time. Every effort shall be made to schedule this meeting on a weekday, excluding holidays, not later than forty-eight (48) hours prior to the annual initiation of bus service. The target date for the meeting shall also be posted in the Garage prior to the end of the preceding school year.
2. At least forty-eight (48) hours before the scheduled meeting, copies of all daily runs shall be made available for inspection by any Bus Driver, or Bus Attendant who desires to inspect the proposed runs. Included in the schedule shall be the scheduled starting time and the estimated returning time of each run and the means by which the Bus Attendant will be returned to the Garage on a scheduled basis. The estimated return time shall be shown on Bus Attendant runs if a regular school trip is scheduled with special education runs.
3. It is understood that all bus and van runs presented at each inspection and meeting are tentative and subject to final adjustments made necessary by last minute changes. Major changes made during the inspection period shall be identified at the bid meeting prior to bidding. Every effort will be made to assure that runs remain relatively equal.

If after the annual bid meeting but before the last nine weeks of the school year there is an alteration or addition involving significant additional work, the run will be reposted for bid and the affected Driver will be able to bump another Driver with less seniority. Significant additional work shall mean an addition or alteration that exceeds the mandatory minimum or the addition of a school that was not part of the originally bid run. Significant additional work shall not include the addition or deletion of students/stops from an existing route. A Driver may elect to accept the alteration or addition, which would negate the need to repost the run.

4. At the scheduled meeting, each Bus Driver/Attendant shall in seniority order select his/her daily run for the year. If an employee cannot be available for work on the first day of the run, the Director of Transportation shall meet with the officers of the Association to mutually determine whether that employee shall be permitted to bid. Employees who are unable to work due to medical reasons shall be eligible to bid by providing appropriate medical certification and by certifying that they will be able to return to work before the end of the school year for Upper St. Clair.
5. Mid-day runs shall be selected annually in accordance with District seniority, excluding up to three (3) mid-day runs reserved by the District for Full-time Floaters. This selection process shall occur during the August meeting. Attendants shall have preference for Attendant Runs, Bus Drivers shall have preference for Bus Runs, and Van Drivers shall have preference for Van Runs.

6. Bus Drivers may bid on van runs that cannot be filled by available Van Drivers so long as it does not interfere with their regularly assigned work. If there are vacant van runs after all Van Drivers have bid, Bus Drivers shall be paid their regular Bus Driver wage rate for any successfully bid van runs. Qualified Attendants shall have the opportunity to bid on any van runs that are not selected by Drivers and shall be paid the then applicable Van Driver rate for any successfully bid van runs. Should an Extra Work run carrying less than eleven (11) passengers (including the Driver and Attendant) be needed, the run shall be bid based on district seniority.
7. In addition, the rules and policies of the Board shall be explained to the Drivers and Bus Attendants, at the annual bid meeting. Bus Drivers, Full-time Floaters, Van Drivers and Bus Attendants shall be paid three hours pay at their regular rate for attending this meeting, with the understanding the explanation of the rules and procedures shall be completed in three hours or less.
8. The Director of Transportation reserves the right to disqualify for just cause any Bus Drivers, Full-time Floaters, Van Drivers and/or Bus Attendants, from any particular runs. Before disqualifying the Driver or Attendant, the Director of Transportation shall counsel with him or her and shall explain the reasons for the proposed disqualification and shall take into consideration any explanation the Driver or Attendant may have. When the determination has been made to disqualify an individual from the option to bid on a certain run, the decision shall immediately be communicated to the Association president and the reasons for the determination explained to him or her. The determination shall then be communicated to the Bus Driver or Bus Attendant in question. All actions taken pursuant to this notification process shall be as confidential as possible so as to avoid any possibility of embarrassing the Bus Driver or Bus Attendant involved.
9. The Association may request a rebid for runs no earlier than September 15th of each year and no later than October 15th.

C. Bidding Procedures for Other Work

1.
 - a. The District shall continue the practice of weekly and daily morning bid meetings at a time established by the Director of Transportation after consultation with the Association President or designee. These meetings shall include picks of extra work. Under normal circumstances, the District shall update the list at 8:30 every morning.
 - b. The District shall also continue the practice of supplying bid sheets for all trips going out the following week for Drivers and Attendants. Bid sheets shall indicate if Attendants are required.
 - c. All trips (including runs) filled after the weekly bid meeting shall be filled as follows: The trips shall be posted in the bus garage and/or communicated electronically as soon as possible and shall be bid at the next morning bid rotation.

- d. Drivers will be given the opportunity to bid on a “one-way drop.” A “one-way drop” is normally activity related and is outside a regularly scheduled run.
- e. Work will be bid on in seniority rotation from the Extra Work bid list in accordance with the bidding procedure in Article VIII, C.1.a. of the collective bargaining agreement. and the remaining procedures described in Article VIII, C.
- f. The successful bidder will receive a minimum of one (1) hour at his or her regular run rate, and other time paid on the assignment will be at their regular Driver rate.
- g. In cases of emergency, i.e., when the Director of Transportation has less than two (2) hours’ notice of a trip prior to the trip’s departure or when a trip cannot be filled pursuant to paragraph c. above, the Director of Transportation shall at approximately 8:00 a.m. and 2:35 p.m. broadcast over the bus radio channel any trips which have not been posted and which depart prior to the next morning bid meeting. If a trip must be filled and depart prior to the next morning bid meeting, then the trip shall be bid over the radio. If an employee bids an emergency trip, such employee shall not be passed over in the next bid rotation. If no employee bids an emergency trip, the Director of Transportation shall assign the trip. In the event the Director of Transportation assigns a trip out of rotation, that employee shall not be passed over at the next bid rotation. The Director of Transportation shall continue to distribute trip work as fairly as possible.
- h. All trips and runs that arise after normal business hours and must be filled before the next business day shall likewise be considered an emergency and assigned by the Director of Transportation as stated above. Any Driver or Attendant assigned out of rotation shall not be passed over on the next bid rotation.
- i. Drivers or Attendants shall respond to emergency situations when needed, absent a compelling reason acceptable to the Director of Transportation.
- j. It is the responsibility of each Driver and Attendant to keep informed about all trip and run opportunities. Drivers and Attendants have the burden of advising the Director of Transportation of their availability. The District shall post any added trips as soon as the Director of Transportation receives official notification of such requests and a copy shall be posted in the bus garage and/or communicated electronically.
- k. The District is not liable for any claim of loss of wages in connection with any trip bid. If a dispute cannot be resolved under Article X, C. or Article VIII, the affected employee shall be offered priority bid over any trip cancellation Driver or Attendant at the next weekly bid meeting.
- l. A Bus Driver or Attendant who is unable to attend a regular bid meeting may have another Driver/Attendant bid on their behalf, with the proper authorization. The following guidelines will apply:

- i. Bidding for an absent employee shall only be permitted when the employee has completed and submitted a Bid Authorization Form in advance.
 - ii. It is the sole responsibility of the absent employee to sign and submit a Bid Authorization Form to the office of the Director of Transportation before a bid meeting begins. At no time will a signature by another employee be accepted.
 - iii. The Driver/Attendant designated as responsible for bidding in the employee's absence must be identified on the form at the time of submission. It shall not be the responsibility of the Director of Transportation or his/her staff to assign a designated bidder or to bid for the absent employee.
 - iv. The person who is authorized to bid must be present at the meeting and shall be responsible to bid in rotation for the absent employee during the bidding process.
- 2. Special bid meetings shall be held as needed to fill runs.
- 3. In the assignment of runs and trips, the assignment shall be made from the appropriate bid lists according to the following procedures:
 - a. The most senior Bus Driver, Van Driver, or Attendant shall be offered a choice of the week's runs and trips from the appropriate bid lists subject to applicable work hour limitations. The next individual on the appropriate bid list shall be offered a choice of that week's runs and/or trips which remain to be scheduled. The assignments shall continue in this manner until all of the runs and trips for that week have been scheduled. A choice of the next week's runs and trips shall be first offered to the individual next in seniority order. Runs and trips that are added throughout the week shall be bid on a daily basis, following the same seniority rotation.
 - b. The above procedure shall continue for the runs and trips remaining to be scheduled for that week and for each consecutive day during the bid week. If an individual refuses a run or trip, he or she shall be considered to have worked it for purposes of operating this system. If a run or trip is not filled at the regular weekly or daily bid meeting a Driver or Attendant shall not have the right to later request and be awarded the run or trip; rather the run or trip may be filled first by a probationary Driver/Attendant, and then a substitute Driver or Attendant at the discretion of the Director of Transportation. If a Driver or Attendant who previously refused the run or trip is subsequently assigned to the run or trip, the Driver or Attendant shall be passed over on the next bid rotation; the purpose being to distribute the work as fairly as possible. Trips not filled through this procedure may be filled by a contractor.

- c. If a Driver or Attendant bids on any run or trip, and then cancels prior to that run or trip for reasons other than jury duty, hospitalization, emergency room visit, or bereavement leave, he or she shall lose bidding privileges for the next regular weekly bid meeting. The only exception to this provision is when the district changes either the trip departure time or the trip return time by more than one hundred twenty (120) minutes. Three (3) cancellations by an assigned Driver or Attendant shall be the cause of loss of bidding privileges for the remainder of the current school semester. For purposes of this paragraph, all cancellations which occur during a continuing period of absence due to illness shall be considered a single cancellation. Each semester will start with a clean slate. The employee or the Association may request the Director of Transportation to waive the loss of bidding privileges in cases where all three (3) cancellations are for serious medical or personal reasons. The Director shall give consideration to the request but is under no obligation to grant it.
 - d. The Association President or his/her designee shall be given a copy of the Monday Bid Sheet by 2:00 p.m. on Friday. In addition, if the Association President or his/her designee asks to view the trip request forms, such forms shall be requested and made available in a timely manner.
- 4. Mid-day Drivers or Attendants may not ask for or accept extra work which conflicts with their mid-day runs.
- 5. When there is a need for a Driver or Attendant on a mid-day run, all Bus Drivers, eligible Van Drivers, Full-time Floaters (if no other employee is available and a Full-time Floater is available) or Attendants shall be given the opportunity to bid the run for that day. Mid-day Drivers, including Full-time Floaters or Attendants who normally have their own mid-day run but who do not have such run on the day in question may attend the regular bid meeting for inclusion on the rotation list.
- 6. When there is a need during the work year for a Bus Driver, Full-time Floater, Van Driver, or Bus Attendant on days when either Upper St. Clair or private schools do not have scheduled classes, Bus Drivers or Bus Attendants who do not have a scheduled run assignment on such days shall be given the opportunity to bid on unfilled runs based on district seniority for those employees who sign up to bid.
- 7. Bus Drivers, Full-time Floaters, Van Drivers and Attendants are required to perform all scheduled early dismissal runs, assigned to their run. The following exceptions can be made: 1) Drivers/Attendants may bid extra work in place of their early dismissal, provided they notify the Director of Transportation/staff at the time of the bid; 2) Drivers/Attendants who have another a.m./p.m./mid-day/early dismissal run which conflicts with an assigned early dismissal may be excused from the early dismissal after notifying the transportation director/staff of the conflict; 3) when an employee is absent from an assigned early dismissal due to illness, personal day, bereavement leave, jury duty or unpaid vacation. An employee who does not work an early dismissal shall not be entitled to any pay for the early dismissal.

Article IX - Grievance Procedure

A. Definitions

1. Grievance

A "grievance" is hereby defined as: A complaint regarding the meaning, interpretation or application of any provision in this Agreement.

B. Purpose

The purpose of this procedure is to secure the timely resolution of problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

3. Informal Conference — Director of Transportation

An employee or employees with a grievance shall first discuss it with the Director of Transportation within ten (10) school days of when the employee knew or reasonably should have known of the event giving rise to the grievance, either directly or through the Associations' designated representative, with the objective of resolving the matter informally.

4. Level One

If the matter is not adjusted in the informal conference, then within five (5) school days the complaint shall be reduced to writing by the Association President and signed by all aggrieved persons on a form agreed upon by the parties and submitted to the Director of Transportation. The Director of Transportation shall record his answer on the form and return it to the employee within five (5) school days.

5. Level Two — Director - Human Resources

If the Association is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered by the Director of Transportation within five (5)

school days, the Association may file the grievance with the Director of Human Resources. The Director of Human Resources shall hold a conference within five (5) school days. The Director of Human Resources shall file a written decision within five (5) school days after the close of the conference.

6. Level Three — Superintendent

If the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered by the Director of Human Resources within five (5) school days, it may file the grievance with the Superintendent. The Superintendent, or his designee, shall hold a conference within five (5) school days. The Superintendent shall file a written decision within five (5) school days after the close of the conference.

7. Level Four — Arbitration

- a. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within twenty (20) days after receipt of the written decision by the Superintendent, request in writing binding arbitration under Act 195. If no Level Three decision has been rendered within five (5) school days after the close of the Level Three conference, the Association may within twenty (20) days thereafter request in writing binding arbitration under Act 195.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Pennsylvania Bureau of Mediation for a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators. The Association and then the Board shall alternately strike three (3) names each and the remaining person shall be the arbitrator.
- c. The arbitrator so elected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and may set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses shall be born equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employees to Representation

1. Employee and Association

Any aggrieved person may be represented at the Informal Conference by himself/herself and/or by the Association. The Association shall represent the employee at all other levels of the grievance procedure; however, the Association has sole discretion to determine whether the grievance is moved to arbitration. The Association shall verify to the employer in writing all agents authorized to adjust grievances or disputes under this Article. The actions of any person not so authorized will be without prejudice to the grievance or dispute in process.

E. Miscellaneous

1. Group Grievance

If a grievance directly affects three or more employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three. The Association may process such grievance through all Levels of the grievance procedure as a group grievance.

2. School Board Grievance

The Board through the Superintendent may process a grievance against the Association, but not against any individual classified employee, regarding the meaning, interpretation or application of any provision of this Agreement, such grievance to be filed originally at Level Three of this grievance procedure. The filing of the grievance would be done by presenting the Association with the proper forms. A conference shall be held at Level Three on such a grievance before it may be referred to arbitration in accordance with Level Four of this grievance procedure.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Administration and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties and their designated or selected representatives, heretofore referred to in this Article. The Board will attempt to schedule Level One, Level Two and Level Three grievance meetings at times which do not interfere with the employees' regular scheduled working hours.

Article X – Wages

A. Regular Wage Structure – Hourly Rates

	2021-22	2022-23	2023-24	2024-25	2025-26
Bus Driver/ Full-time Floater	\$27.17	\$27.94	\$28.74	\$29.55	\$30.40
Van Driver	\$18.50	\$19.03	\$19.57	\$20.13	\$20.70
Bus Attendant	\$15.81	\$16.26	\$16.72	\$17.20	\$17.69

Drivers will be paid at the Driver Rate when working as an Attendant during the 183 school days in a school year.

Van Drivers with a CDL will be paid at the regular Bus Driver rate when they cover CDL bus runs requested by the District.

Wage increases shall be effective July 1, 2021. Wages shall be paid semi-monthly for time worked and payable at the next applicable pay date. Bus Drivers will be paid for five (5) hours per day for 183 days over 12 months, but all other increments will be paid as they are earned (e.g., minutes over 5 hours daily, mid-day runs, extra work, summer work).

Employees who are hired between July 1 and December 31 will be credited with a year's service for purposes of the wage schedule only as of the following July 1. Employees who are hired between January 1 and June 30 will move horizontally and receive the wages as denoted on the wage schedule as of July 1 of the same year. The employee will be credited with a year's service for purposes for the wage schedule only as of the following July 1.

B. 30 Minute Rule

The District will include 30 minutes of additional time to the total actual trip time to allow for travel and pre-trip inspections.

C. Cancellations

1.

- a. If a regularly scheduled a.m., p.m. or mid-day run is canceled or delayed and canceled because of snow, a water line break, or some other extraordinary occurrence, and notice of the cancellation has not been given prior to 5:45 a.m. and a Driver or Attendant reports to work, then the employee shall be paid at the run minutes established in Article VI, C.1. and C.2. at the regular pay rate set forth in Article X, Section A.

If a regularly scheduled run is delayed but not canceled because of snow, a water line break, or some other extraordinary occurrence, and notice of the delay has not been given prior to 5:45 a.m. and a Driver or Attendant reports to work, then the employee shall be paid the regular pay rate set forth in Article X, Section A.

- b. If there is a delay due to inclement weather, and a Driver is forced to relinquish a mid-day run because of an overlapping work condition, this Driver shall be given priority over any other unassigned regular Driver to fill any available mid-day run needing to be filled, and a choice of which run, if more than one is available, that day.
- 2. If an activity trip is canceled and reasonable efforts have not been made to notify the Driver of the cancellation at least three (3) hours prior to the scheduled start of the assignment, the Driver shall be entitled to two (2) hours pay.
- 3. If an activity trip is cancelled more than three (3) hours prior to the scheduled departure time, the Driver/Attendant shall be first in rotation at the next weekly bid meeting in the order of their trip cancellation.

D. Wages – Miscellaneous

- 1. If a Driver makes an early dismissal run and thereafter makes his scheduled run the Driver shall be compensated for both runs as provided in Section A of this Article. When early pickup is required when Upper St. Clair Schools are not in session, the Driver shall be paid the regular run rate.
- 2. If more than one Driver is scheduled for an activity trip and fewer Drivers are actually needed, then the scheduled Driver or Drivers shall choose to drive or to be canceled based upon seniority of trip bid.
- 3. All employees working an extra trip shall be paid a minimum of sixty (60) minutes or actual time worked, whichever is greater, at their regular rate. Employees shall be compensated for their actual time worked for any trip that is longer than their scheduled time due to circumstances beyond the employee's control (e.g., weather, traffic).
- 4. An employee will be compensated at their regular pay rate (unless overtime pay is warranted) for time spent in addition to the scheduled run periods attending student discipline meetings if such attendance is requested by the building Principal or other administrator. The District will attempt to schedule any such meetings at a time convenient to all persons involved.
- 5. The District may schedule a maximum of eight (8) hours of mandatory training which will be compensated at the employee's regular pay rate (unless overtime pay is warranted).
- 6. Employees shall be compensated a minimum of one (1) hour at the employee's regular pay rate (unless overtime pay is warranted for all mandatory meetings).
- 7. An employee will not be paid twice for the same period of time.

Article XI - Working Conditions and Fringe Benefits

A. Unpaid Leaves of Absence

The Board agrees to provide unpaid leaves of absence to employees for illness and maternity which shall be at least as extensive as those provided for employees in the Classified (Special Services Federation) Unit. The Board or its designee may at its sole discretion grant additional leaves of absence because of extraordinary occurrences. These leaves of absence shall be used so as not to cause a break in the seniority of the employee requesting the leave of absence. The conditions under which said leaves of absence are granted shall be set forth in Board policies which shall be made available to the Association and shall be consistent with all applicable laws. An employee who is granted a leave of absence may continue all health and life insurance benefits provided through the Board at the employee's own expense for a period of up to twelve (12) months, provided such employee has been enrolled in such benefit program for a minimum of one month immediately preceding the leave of absence. The Board may grant leaves in addition to those provided for in the Family and Medical Leave Act (FMLA). Leaves granted by the Board shall run concurrently with those provided for in the FMLA (for FMLA eligible employees). The School District will comply with the FMLA and use a rolling twelve (12) month leave year.

B. Vacation and Holidays

1. Full-time Floaters shall be eligible for five (5) paid vacation days that may be scheduled with pre-approval of the Director of Transportation or designee during their first year of employment. Vacation days will be prorated during the first year of employment based on the employee's start date. Vacation days do not accumulate from year to year.

Employees not otherwise eligible for paid vacation with one year of service shall be granted up to five (5) unpaid vacation days during the work year. Additional requests may be granted by mutual agreement between the parties. Vacation periods will normally be granted when requested so long as the staffing needs of the District can be met during the vacation period. Where vacation requests conflict, the order of request shall determine the granting of vacation. Abuse of this vacation policy may result in discipline or discharge.

Vacation leave shall be granted in whole day or half day increments. Further, no more than two (2) employees shall be granted vacation during the same period. Vacation requests may be submitted on or after August 1. No vacation leave shall be granted for periods during the first or last week of an employee's work year. Requests for vacation time off must be submitted to the Director of Transportation at least five (5) business days before the requested day(s).

2. Holidays. The following days shall be observed as unworked paid holidays for all Full-time Floaters and unpaid holidays for all other employees, subject to the conditions stated below:

Independence Day	Labor Day	Thanksgiving Day
Thanksgiving Friday	Spring and Winter Break Days (as designated by the District in the annual school calendar)	Memorial Day

Whenever any of the holidays other than spring or winter break days listed above in this Section shall fall on Saturday, the preceding Friday shall be observed as the holiday and whenever any of the holidays listed above in this Article shall fall on Sunday, the following Monday shall be observed as the holiday, (both situations subject to the requirements of the school calendar).

Full-time Floaters can bid on runs on the above days when Upper St. Clair Schools are not in session and can earn compensatory time for said runs.

C. Accumulative Sick Leave/Sick Leave Bank/Attendance Bonus

1. Accumulative Sick Leave

It is understood that sick leave is intended for use during the employees' work year when necessary due to the employees' illness. All sick leave days shall be certified by the employee and endorsed by the Director of Transportation. The District may require a physician's certificate whenever the employee exceeds five (5) instances of absence during the employees work year. The District may also require a doctor's certificate under the return to work procedure.

An employee who has failed to notify the Director of Transportation, or his designee, of his or her absence for more than three (3) consecutive workdays shall be considered to have abandoned his or her position.

Each employee shall be credited with seven (7) sick leave days per work year to accumulate indefinitely, except that the credited number of sick leave days shall be prorated based upon full months of employment.

Sick leave shall be granted in half day and full day increments based on the employee's regularly worked hours.

2. Sick Leave Bank

The Sick Leave Bank shall be administered by the Association subject to the following requirements:

All bargaining unit employees shall have the option to become members of the Sick Leave Bank upon the completion of one year of service. Membership shall be initiated by the signing of an enrollment form by each individual. Any new member of the Bank shall be subject to prorated days. New members will be required to contribute from the time of their employment up to the time of their membership, the number of days donated by other members during that period. Membership shall then be continuous until the employee formally withdraws from

the Bank. Membership in the Sick Leave Bank shall also cease upon termination of employment for any reason. The District shall not be liable to any employee for any claim which may arise concerning the operation of the Sick Leave Bank.

Throughout the life of this agreement, members may surrender one (1) day per year to the Sick Leave Bank. The Association Committee shall annually determine the need for the member contributions to the Sick Leave Bank. Member employees may request in writing to the Association Committee use of up to ten (10) days, once per year, from this Bank for long-term disability during their work year. An employee must have used all sick and personal days and be off for at least fifteen (15) consecutive work days before the employee can qualify for non-retroactive sick bank days. Employees must provide a doctor's certificate to the District and to the Association Committee. The Association Committee shall annually notify the Human Resource Department by September 15th, of the participating employees and the number of authorized Sick Leave Bank Days deducted. The Association will immediately advise the Director of Human Resources when any grant of sick days has been made.

When all the remaining sick days in the sick bank have been used, this section shall become null and void and the following Section 3 shall become effective.

3. Employees shall have the option to donate/transfer sick days directly to another employee on extended sick leave for a serious health condition.

4. Attendance Bonus

The perfect attendance bonus year begins with the first day of a Driver/Attendant's regular run assignment and ends with the last day of the Driver/Attendant's regular run assignment. There will be two (2) perfect attendance bonus periods in a work year. The first period will begin the day of the annual bid meeting and conclude on January 31st. The second period will begin on February 1st and conclude on June 30th.

An employee who has perfect attendance during a perfect attendance bonus period will receive a \$150 bonus. Perfect attendance is defined as not being absent from work for any full day of scheduled work. An employee may be absent for one (1) partial day. An employee who is absent during a perfect attendance bonus period for one (1) full day or two (2) partial days will receive a \$125 bonus.

Employees who earn perfect attendance in the first period will be paid the bonus in the last paycheck in February and the second period will be paid in the last paycheck in July.

Absences due to approved bereavement leave, jury duty, vacation or personal/emergency days will not be counted against the attendance bonus.

An employee who is absent for a partial day as identified above and who provides the Director of Transportation with a note from a physician confirming a doctor's appointment shall not have that partial day absence counted against the attendance bonus. If it appears, that an employee is abusing this privilege with frequent appointments or a questionable pattern, the circumstances will be

investigated and the bonus may be denied. New Drivers/Attendants who begin employment prior to or concurrent with the first day of school for Upper St. Clair shall be eligible to participate in the Attendance Bonus Program for the first bonus period, and Drivers/Attendants who are employed January 1st shall be eligible to participate in the second bonus period.

Attendance bonuses will be subject to payroll deductions.

D. Emergency/Personal Business Days

During an employee's regular work year, the Board will make available two (2) days of emergency/personal business leave.

Emergency/personal leave shall be granted in half or full day increments based on the total number of hours regularly worked by the employee.

An emergency day shall be defined as absence for reasons of an immediate and urgent nature where the matter cannot be rescheduled for a non-working time or cannot be accomplished by another person on behalf of the employee. Employees need not request emergency leave in writing. However, employees must contact the Transportation Director as soon as possible to identify the reason for and the date of the emergency leave.

Requests for personal business days must be submitted in writing forty-eight (48) hours in advance of use of such leave. No reason need be given for taking a personal day. The following rules apply to the use of a personal day:

1. May not be used to extend a holiday or vacation period.
2. May not be used consecutively.
3. May not be used during the first or last two weeks of the employee's daily run assignment, unless approved by the Director of Transportation for extenuating circumstances.
4. May be declined when the number of requests indicates that a serious disruption of transportation services would result.

Emergency/personal business leave is not cumulative from year to year. Unused emergency/personal business days will be converted to sick leave at the end of the work year.

E. Bereavement Leave

Immediate family leave shall be for five (5) calendar days beginning with the date of death unless the employee has worked that day or any portion thereof, in which case the leave shall begin the day after the date of the death. Immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, near relative who resides in the same household, or any person with whom the employee has made his/her home.

Upon the death of a grandparent, grandchild, an employee will be eligible for a three (3) calendar day bereavement leave, beginning with the date of death, unless the employee has worked that day or any portion thereof, in which case the leave shall begin the day after the date of the death.

In the event of the death of a near relative which shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son-in-law or daughter-in-law, there shall be no deduction in the employee's salary for observance on the day of the funeral.

Up to two (2) of the allotted bereavement days may be taken at a later date to attend a memorial service. Further, with approval, an employee may delay taking allotted bereavement days if the funeral service will not occur during the normal bereavement period after the death.

If one of the other Upper St. Clair bargaining units change their bereavement language during the life of this agreement, this bargaining unit shall have the option of incorporating those changes through a memorandum of understanding.

F. Jury Duty

During an employee's work year, Drivers or Attendants who serve on jury duty will be paid the employee's regular run pay. To receive such pay, the employee must provide proof to the District of jury service.

G. Life Insurance

The Board shall approve appropriate insurance carriers to provide term life insurance to all regularly employed Bus Drivers and Bus Attendants at no cost to the employee in the amount of \$30,000. District paid and employee paid optional insurance is to contain an Accidental Death and Dismemberment rider in an equal amount.

Employees shall have the option to buy additional life insurance of \$30,000 by paying the full amount of such coverage.

H. Hospitalization Insurance

1. All full-time employees will have the option to enroll in the ACSHIC dental plan and the ACSHIC Community Blue Flex EPO ("ACSHIC EPO") on the following basis:
 - a. Employees may elect to enroll in the ACSHIC EPO for individual coverage and the monthly premium under this plan shall be paid by the District with the employee paying 6.5% of the premium. Employees may elect to purchase other levels of offered coverage by paying the net difference between individual coverage and the elected coverage. Employees who elect to enroll in the ACSHIC EPO may do so in an open enrollment period which shall be provided promptly after ratification of the new contract and enrollment in the ACSHIC EPO shall be effective as soon as practical following ratification of the new contract.

- b. The ACSHIC EPO is the base plan. In the later years of this Agreement, the District may change the base to the most economical plan offered by the ACSHIC, provided that such plan must provide substantially similar coverage and cannot be a catastrophic coverage type plan.
 - c. The coverage provided under each of the plans referenced above shall be the plan design established by the ACSHIC (or the entity offering the plan, if applicable) and include plan design changes that may be made from time to time by the ACSHIC, provided such plan design changes adopted by the ACSHIC do not significantly increase costs.
 - d. The School District may provide insurance benefits on either or both an insured and self-insured basis.
 - e. Changes in coverage elections may be made only during annual enrollment period or due to a change in family status as defined by the Plan.
 - f. If an employee's spouse has or has available to him or her, equivalent coverage under another group plan at a comparable or lower cost to the employee or spouse, then the employee shall not be eligible for husband/wife or family coverage under this Agreement. The School District Plan will contain standard coordination of benefits and non-duplication provisions.
 - g. Provided it can be done without adverse tax consequences to other bargaining unit employees, a unit employee eligible for health insurance coverage, who has a spouse also eligible for health insurance under a plan maintained by another employer, will be paid \$200 per month if such unit employee elects not to be covered under the School District plan. Such payment will be made only after the employee presents written proof of coverage under the other plan. Employees who waive health insurance benefits may rejoin the health insurance plan, effective the beginning of the following month for life event reasons, such as the death, lay-off, discharge, or other loss of benefits by a person on whom the employee was relying for benefits, marriage, birth or adoption of a child, or where a divorce or separation is shown to cause the cessation of benefits to the employee. Any employee may change their coverage selections during the annual open enrollment period with such change becoming effective on the following July 1. The employee may retain Dental and Vision coverage under this option. If members of the USCEA become eligible to receive a higher amount of reimbursement, this bargaining group shall also be eligible for the same reimbursement rate.
- 2. Employees other than full-time employees shall be entitled to participate in the District's ACSHIC EPO medical and dental plans by paying the full premium costs.
 - 3. All contributions by employees will be governed by Section 125 and must be contributed through the cafeteria plan.
 - 4. The District shall provide at the District's expense the ACSHIC standard vision plan for employee.

5. The coverage provided shall be the plan design established by the ACSHIC (or the entity offering the plan, if applicable), including as the plan design may be changed from time to time by the ACSHIC, providing such plan design changes adopted by the ACSHIC do not significantly increase costs. For convenience of reference, the current plan design of the ACSHIC EPO is attached as Appendix A. Plan design may change as stated above.
6. Changes in coverage elections may be made only during the annual enrollment period or due to a change in family status as defined by the Plan.
7. Retirees will be eligible to participate, after the date of retirement, in the medical and dental insurance program applicable to current active Drivers and Attendants until the retiree becomes eligible for Medicare or until the retiree is eligible to be covered under another employer-provided plan. A retiree's coverage will change with the coverage available to active employees. Retirees electing medical and/or dental coverage will pay the full premium costs plus subsequent cost increases.
8. In the event an alternative insurance program becomes available during the life of this agreement, the Association and District can mutually agree to incorporate such program into this agreement.

I. Liability Insurance

The Board shall maintain insurance coverage applicable to Bus Drivers and a copy of such insurance policy shall be available for review by the Association through the administration.

J. Retirement Allowance

1. A regular employee shall be entitled to choose one of the following retirement allowances, for which they qualify, under this Article:

- a. A Driver or Attendant who retires from active service under the PSERS system shall be paid according to the following schedule for every day of accumulated, unused sick leave:

<u>Unused Sick Leave Days</u>	<u>Payment for Each Day</u>
1 to 50th day	\$30.00 each day
51st to 100th day	\$55.00 each day
101 or more days	\$5,000 flat payment

- b. A Driver or Attendant with a minimum of five (5) years of service in the District who retires under the PSERS system shall receive a retirement bonus equal to one hundred dollars (\$100.00) per year of continuous District service.

K. Physical Examinations

The District will provide, at its own cost, the annual physical examination required by State law or Board Policy for all bargaining unit Drivers. It shall be the employee's responsibility to schedule their physical with the approved School District physician during the designated time period.

L. Cash Advances/Meal Allowance

Cash advances for gasoline, minor repairs and tolls, shall be given upon the request of the Driver for activity trips. Unused cash advances shall be returned to the Director of Transportation upon the completion of the trip along with the receipts for the money used. In the event of an emergency, other appropriate expenses incurred will be reimbursed upon the Director of Transportation's approval.

M. Maps

The Director of Transportation shall provide a map or directions with a designated route to the destination for activity trips when requested by the Driver. Such requests shall be made as soon as possible by the Driver.

N. Safety

Bus Drivers shall have the right to refuse to operate a bus not in safe working condition or absent any required safety equipment. Such refusal shall be without prejudice to any job rights, including full negotiated wage.

The parties shall jointly develop an accident investigation procedure which may include mandatory time-off in cases of bodily injury and the assessing of charge ability to accidents where there is Driver error. The District shall schedule meetings regarding accident investigations reasonably promptly after it has knowledge of the facts of the accident. If a Driver is given time off as a result of the accident, the time off shall be given within one week of the District's decision to issue discipline.

O. Student Health Problems

At the beginning of each semester, the Director of Transportation shall make available to each regular Bus Driver a list of the students on his/her bus with health problems of which the District has official knowledge which may affect his/her carrying out his/her responsibilities as a Bus Driver. The District shall also request this information from private and parochial schools. The District shall continue to stock the first aid kits on the buses with disposable gloves and antiseptic wipes. Bargaining unit employees shall not be required to administer prescription or non-prescription drugs, except that specific situations may arise which require preparedness to respond to health needs and in such cases the District shall provide necessary instruction to the involved employees. Such situations could include responding to diabetic or allergic reactions.

P. Responsibility

When during the performance of their normal duties, employees covered by this Agreement encounter situations of an emergency nature, such as but not limited to accidents, injuries, illness, fighting, destruction of property, etc., they shall exercise their best efforts and judgment in protecting the lives and safety of the children and of staff personnel; they shall also endeavor to protect school district property. Every effort must be made to contact supervisory or administrative personnel as quickly as possible. The District shall support the employee's efforts in these situations absent any evidence of willful negligence or neglect of duty on the employee's part.

Q. Student Conduct Form

A copy of the school bus conduct rules shall be sent to all parents and to non-District schools in August of each year to make parents and other schools aware of the conduct expected of students on the buses. A Student Conduct Report shall be made available to each Driver and Attendant. It shall be administered in accordance with the School District's Discipline Policy.

R. Rosters

1. On the first day of the student school year, the Director of Transportation shall provide a preliminary roster, which shall include name and address, to the Driver to assist the Driver in identifying children on the Driver's bus, recognizing that it is not possible to provide a completely accurate roster at that time. A complete student roster shall be provided to each Driver no later than October 1 of the school year.
2. When possible, the District shall attempt to provide prior notification of daily roster variations.
3. The District shall attempt to develop a system to provide name tags to be worn by kindergarten students on drop-off trips during the first ten (10) school days of the school year. Private and parochial schools shall be encouraged to do the same. The name tag shall contain the student's name, bus number and bus stop in order to identify the drop-off point for each kindergarten student.

S. Repair Sheets

A copy of each repair sheet turned in by a Driver shall be returned to the Driver with notation of repairs made.

T. Payroll Errors

Payroll errors caused by the District will be corrected in the next pay period, except that shortages of more than \$100.00 will be corrected within three (3) work days. Upper St. Clair time/bus vouchers shall be returned to employees no later than the 15th of the month.

U. Personnel File

An employee shall be allowed to review his/her personnel file upon request with the exception of pre-employment information, recommendations, recommendations or responses to reference requests and any other documents which need not be disclosed under law. The personnel file, including documents maintained in the Human Resource Office and at the Garage, shall be made available within a reasonable time after the request and shall be reviewed at a mutually agreeable time with a member of the administration present. An employee may submit written information for inclusion in the personnel file in response to material in his or her file. The District shall not be required to provide photocopies of any document in the personnel file, however, an employee may request a photocopy of a particular document(s) and such request shall be decided on a case-by-case basis at the District's exclusive discretion. The District agrees that in arbitration proceedings it shall not include as part of the employee's discipline record any records of disciplinary action against the employee which occurred five (5) or more years prior to the date of the event which is the subject of such arbitration excluding offenses enumerated in Section 1-111 of the Public School Code of 1949, as amended or offenses that would be reportable under the Educator Misconduct Act or Child Protective Services Law.

V. Use of School Facilities

The District shall allow the Association to deposit mail in the mail boxes in the Garage Meeting Room, provided it does not interfere with regular school mail. The District shall also allow the Association to make reasonable use of school building rooms for meetings of the Upper St. Clair bargaining unit. Arrangements for such meeting rooms shall be made through Central Office and any additional cost to the District to provide the meeting room shall be paid by the Association. Reasonable use of copy machines shall be permitted for convenience copying, provided it does not interfere with District business and the Association supplies their own paper and labor.

W. Driver Manual

The District has developed, in conjunction with the Association, a Driver Manual which sets forth the rules and policies applicable to the performance of work by Drivers and Attendants. The District shall have final authority to determine the terms of the Manual. A copy of this Manual shall be given to each Driver and Attendant, acknowledged by a signed receipt. The District shall bargain with the Association concerning any significant changes to the Manual and shall carefully review and discuss any revision or addition the Association may propose. The Manual is not all inclusive and all Board and District Policies and Administrative Regulations shall apply even if not explicitly referenced in the Manual provided they do not conflict with any provisions of the collective bargaining agreement.

X. Association Time

The District shall grant annually a maximum of five (5) days, without pay, for the performance of legitimate Association business. The Association shall reimburse the District for any expense caused by such time off. Time off shall be requested at least seven (7) days in advance and the absence shall be within the two (2) employee maximum set forth in Section B of this Article.

Y. Extended Work Year

In the event the School District would have an extended school term or any amended school calendar due to an extraordinary event such as, but not limited to, a teachers strike or provision for remodeling, any work created by the extension of the school term shall be considered an automatic extension to a Driver's or Attendant's work year and such employees shall be required to accept such work. Drivers and Attendants shall be permitted the use of any fringe benefits defined in this agreement for scheduled work during the extended work year. Drivers and Attendants who work a regularly scheduled run on Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day or New Year's Day shall be paid double time for all runs performed on those days. Activity trips will continue to be paid at the rates established in this contract.

Z. Drugs and Alcohol

The District shall have the right, following "meet and discuss", to adopt drug and alcohol policies, and to amend such policies, which comply with applicable laws and which make additional reasonable provisions for the welfare of students. The District shall review any new or amended policies with the Association prior to adoption.

The following rules shall also apply:

1. The District, Director of Transportation or designee shall immediately inform the Association and the Drivers of any change in the rules, regulations or policies.
2. The District shall provide on-site drug testing through a laboratory/facility which provides on-site drug testing if available or alternatively pay for an off-site provider. Any Driver required to report to an off-site facility will be paid their regular pay rate for all time involved in obtaining the test.
3. If the employee is not available for the on-site testing and, therefore, must report to the offsite drug testing facility, and the employee has no personal vehicle at their disposal, then the District shall provide the vehicle for the transportation, or provide the transportation, to and from the testing site.
4. The District shall make every effort to schedule random drug and alcohol testing during a Driver's regularly scheduled run time and the Driver shall be paid at the regular run rate. When Drivers are sent for random drug testing after the completion of a scheduled run, they will be compensated for the additional time at the appropriate hourly run rate.
5. If non-random testing occurs, in the event a Driver would be tested outside the time of the regularly scheduled run, such time will be paid at the regular pay rate.

AA. Summer Work

Bus Drivers, Van Drivers, and Bus Attendants shall not be required to accept any work which falls outside the work year as defined in Article VI.B.1. Full-time Floaters shall work in the summer to meet their minimum work year requirement of 260 days. The District will give first consideration to use bargaining unit employees for summer work based on Driver and equipment availability. Drivers and Attendants who wish to be considered for summer

work shall notify the Director of Transportation of their availability prior to the last week of school. Three (3) days prior to the bid meeting, employees will identify all requests for unpaid time off. Full-time Floaters may be used to fill vacancies due to unpaid time off. If paid time off cannot be covered by Full-time Floaters, a second bid meeting will be held to cover unpaid time off. Three (3) summer runs will be left over after Bus Drivers bid and will be given to Full-time Floaters. Bus Drivers who sign up for summer work shall be provided the first opportunity to bid for any summer work using a van. Should no Bus Driver bid on such summer work then Van Drivers may bid by seniority, on work remaining after Bus Drivers and Full-time Floaters have bid.

1. Summer work will be bid on by seniority. The bid meetings for summer work will require that all interested Bus Drivers, Van Drivers, Attendants and Full-time Floaters be in attendance (including proxy bidders). However, Bus Drivers shall have the first opportunity to bid on summer work with the exception of leaving three (3) remaining/reserved runs for Full-time Floaters.
2. At the completion of the bid meetings for summer work, any summer work unfilled for any reason (lack of Drivers and/or Attendants) may be cancelled by the Director of Transportation. If such cancellation occurs, then the summer work would require a re-bid immediately following the completion of the initial bid meeting for summer work as described in the first paragraph of Article XI, AA.
3. At any time after the bid meetings or after the commencement of the summer work, if a Driver and/or Attendant can no longer complete their summer work assignment or the Driver's and/or Attendant's absence is longer than five (5) workdays, the Director of Transportation may outsource the remainder of the summer run only after a good faith effort is made to fill such absence, utilizing an electronic calling system. The Union President will be contacted to review the good faith efforts in filling such absence.

BB. Commercial Drivers License/Certifications

The District shall reimburse the cost of the applicable portion of an employee's commercial Driver's license upon presentation of the employee's commercial Driver's license renewal notice.

CC. Subcontracting

The Association agrees that the District has the right to subcontract a.m., p.m., and mid-day runs for the transportation of students to non-Upper St. Clair School District schools. Prior to such subcontracting, the District and Association shall meet in an effort to minimize the impact on the bargaining unit; however, the result of such subcontracting can result in a layoff. After such meeting, the District's only bargaining obligation shall be to give the Association ten (10) days' notice before the decision becomes final and to offer to meet with the Association during that ten (10) day period to discuss the effects of the decision. In addition, the District has the right under the agreement to continue the practice of subcontracting work for reasons of economy, Driver unavailability or equipment unavailability; however, it is not the District's intent to subcontract runs solely due to attrition.

Article XII - Discipline and Discharge

A. Discipline

1. The Board shall have the right to discipline or discharge for just cause. Disciplinary measures shall include the following:
 - a. Oral reprimand, then
 - b. Written reprimand with a copy to the Association, then
 - c. Suspension, reason to be given in writing, with a copy to the Association, then
 - d. Demotion, transfer or discharge.
2. The above sequence of discipline shall not apply where the cumulative discipline record as revealed by actions taken under the above set forth procedure or seriousness of the offense warrant more severe measures by the employer, including immediate discharge under appropriate circumstances.
3. Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.
4. If the Board has reason to reprimand an employee, it shall be done in a manner that shall not embarrass the employee before other employees or the public.

B. Discharge

1. The Board shall not discharge any employee without just cause except during the employee's 60 work day probation period. If in any case, the Board feels there is just cause for discharge, the employee involved shall first be suspended for five (5) work days. The employee and his Association Representative shall be notified in writing that the employee has been suspended and is subject to discharge. At the request of the Association, within five (5) work days, a hearing shall be held on the suspension. Within three (3) work days after the hearing, the Board shall notify the Association whether the suspension is modified, sustained or converted to a discharge.
2. The Association shall have the right to take up the suspension and/or discharge, except the suspension or discharge of a probationary employee, as a grievance at Level II of the grievance procedure, and the matter shall be handled in accordance with this procedure, including arbitration, at the request of either party.
3. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment. In determining full compensation, the District shall be given credit for all monies earned or received by the employee during his suspension, which he would not otherwise have received.

Article XIII - Miscellaneous Provisions

A. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by a court of last resort having jurisdiction over the parties and the subject matter, or by any final non-appealable order of the Pennsylvania Labor Relations Board, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Copies of the Agreement

Copies of this Agreement will be printed by the Association at the shared expense of the Association and the Board after agreement on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed or hereafter employed and shall be made available for review by candidates for employment. One hundred (100) copies of the Agreement shall be furnished to the District.

C. No Strike - No Lockout

In consideration of the provisions of this Agreement for the settlement of disputes and other benefits conferred by this Agreement, the Association agrees for itself and for its members that during the life of this Agreement it shall not call, cause, assist, encourage, participate in, condone, ratify or sanction, nor will its members engage in any strike, sit-down, slow-down, picketing, boycott, or stoppage of work, or other interference for the operation of the School District. The Board, for its part, pledges that it shall not conduct a lockout during the term of this Agreement.

D. Negotiations Clause

The parties hereto agree that all items presented for or subject to negotiation have been discussed during the negotiations leading to this Agreement, and therefore, agree that for the term of the Agreement or any extension thereof, negotiations shall not be requested on any item, whether contained herein or not.

E. Statutory Savings

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

F. Association Representative Visits

The Board agrees that authorized representatives of the Association shall have access to the premises of the Board to conduct Association business. Provided, however, that said representative must notify the Superintendent or his designee before commencing such visit and further provided that said representative may not interfere with the performance of their duties by any members of the bargaining unit or any other District employee.

G. Non-Discrimination

The Board and the Association agree that they shall not discriminate against any employee on the basis of race, color, national origin, sex, age, marital or veterans status, disability, religious belief or political activity, in accordance with applicable federal, state or local statutes.

H. Evaluation Form

The District shall have the right, following “meet and discuss” to adopt an employee evaluation form which may be utilized for such purposes as annual performance review, promotion, etc. It is specifically agreed that use of the form shall be accompanied by an advisory conference with the employee and that such meetings shall have no relationship to the negotiated discipline and discharge procedures of this Agreement.

Article XIV - Duration of Agreement

This Agreement shall be effective as of July 1, 2021 and shall remain in effect until June 30, 2026. The parties hereby agree to enter into negotiations over a successor Agreement according to the time limits set forth in Act 195, as amended by Act 88.

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

IN WITNESS WHEREOF, the parties hereto have set their hands this 18th day of August, 2021.

**Upper St. Clair Education Support
Professionals, Unit 1**

President

Vice-President

Negotiation Team

Upper St. Clair School District

Board President

Board Vice-President

Board Secretary

Superintendent

Sr. Director of Operations &
Administrative Services

Appendix A

ACSHIC EPO Plan Design