

# **COLLECTIVE BARGAINING AGREEMENT**

**between the**

**WALLINGFORD-SWARTHMORE SCHOOL  
DISTRICT**



**and the**

**HIGHWAY TRUCK DRIVERS AND HELPERS  
LOCAL 107**

**affiliated with INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS**

**Bus Drivers**

**JULY 1, 2025 - JUNE 30, 2029**

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## AGREEMENT

This Agreement is made and entered into by and between THE WALLINGFORD-SWARTHMORE SCHOOL DISTRICT, Delaware County, Pennsylvania, its successors or assigns (hereinafter referred to as the “Employer”), and HIGHWAY TRUCK DRIVERS AND HELPERS LOCAL 107 affiliated with International Brotherhood of Teamsters (hereinafter referred to as the “Union”) for a term of four (4) years beginning, July 1, 2025 and ending, June 30, 2029.

## ARTICLE 1 DEFINITIONS

- 1.1 **Employer.** The word “Employer” as used in this Agreement refers to the School Board and its agents.
- 1.2 **Regular Employee, Substitute, Service Person.**
  - (a) The term “full-time employee” shall apply to all employees who have successfully bid and maintain regularly assigned morning and afternoon runs.
  - (b) The term “substitute” shall apply to any drivers with no regularly assigned morning and afternoon runs who are selected by the Employer to temporarily replace or supplement full-time employees. Substitutes shall have no seniority rights.
  - (c) The term “service person” shall apply to any full-time employee from within the bargaining unit who is not a substitute and who bids on the Transportation Department Service Person Position at the permanent bid each year.
- 1.3 **Regular Run.** A “regular run” is defined as the morning and afternoon route or routes established by Employer from time to time with designated time, beginning points, intermediate stops, and ending point. Employer shall retain the right to make adjustments in regular runs at any time.
- 1.4 **Mid-day Run.** A “mid-day” run shall be defined as a regularly scheduled run referring to kindergarten, vo-tech, early closings.
- 1.5 **Extra Trip.** “Extra trip” shall be defined as class trips, field trips, athletic trips, etc.

## ARTICLE 2 NATURE OF AGREEMENT

This agreement shall constitute the full and complete agreement between the parties. Provided, however, the parties may by voluntary agreement during the life of this Agreement, subsequently enter into supplemental agreements.

## **ARTICLE 3** **RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time school transportation employees employed by the Employer. The Employer will not interfere with its employees in the exercise of their right to become members of the Union. The Employer and the Union agree that there shall be no discrimination, restraint, or coercion by either party against any employee because of Union membership, race, creed, color, sex, national origin, disability, or age. Management reserves the right to choose the ancillary personnel it deems necessary without regard to seniority.

If the District is unable to maintain the prior year's level of funding due to a change in the funding formula, the parties agree to reopen Article 8 of this Agreement and renegotiate salaries for the remainder of the current agreement.

## **ARTICLE 4** **MANAGEMENT RIGHTS**

Management reserves its rights over matters of inherent managerial policy, which shall include but shall not be limited to such areas of discretion or policy as the functions and programs of the public Employer, standards of services, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel.

## **ARTICLE 5** **SENIORITY**

**5.1** **Seniority.** Seniority is defined as the length of an employee's continuous service with Employer in a bargaining unit position. Continuous service shall be computed on a basis of elapsed time from the date the employee was first on the payroll as a full-time employee during which time his/her continuous service was not broken for any reason as listed below. In the event a School District employee transfers to a bus driver position, his/her seniority shall begin as of the date of transfer.

**5.2** **Loss of Seniority.** An employee shall lose all seniority rights for the following reasons:

- (a) if he/she quits;
- (b) if he/she is discharged for cause;
- (c) if he/she is absent three (3) consecutive days without notifying his/her immediate supervisor;
- (d) if he/she fails to comply with the leave of absence provision of this Agreement;
- (e) if he/she fails to respond to notices of recall from layoff as required of this Agreement;
- (f) if he/she has been laid off for more than three (3) years;

(g) if he/ she accepts a position with the Employer outside the bargaining unit, provided that an employee will retain seniority if he/ she returns to a bargaining unit position within a period of ninety (90) days.

**5.3 Decrease in Work Force.**

(a) In decreasing the work force because of lack of work, employees with the least seniority shall be laid off first. The shop steward shall have super seniority for this purpose.

**5.4 Seniority Lists.**

(a) Within thirty (30) days after signing this Agreement and at least annually thereafter, Employer shall post in a conspicuous place and shall mail to the Union, the seniority list. Protests to any employee's seniority date or position on such list must be made, in writing, to the Employer within thirty (30) calendar days after such seniority date or position first appears and, if no protests are timely made, the dates and positions as posted shall be deemed correct. Any such protest which is timely made may be submitted to the Grievance Procedure.

**5.5 Probationary Employees.**

(a) An employee shall be a probationary employee until he/ she has worked for the Employer ninety (90) calendar days. After he/ she has worked such a period, an employee shall gain seniority status and his/her seniority date on the seniority list shall revert to the first day of this ninety (90) calendar day qualification period. The probationary period shall not begin until he/ she becomes a full-time employee.

(b) When more than one probationary employee shares the same seniority date (such as the first day of the new school year), seniority order shall be based on the following sequence of events:

- (i) date first worked with district as a bus driver.
- (ii) date of CDL license.

**5.6 Posting of Runs.**

(a) At the beginning of each school year, Employer shall define regular school runs. Employer shall reserve the right to change location of such run, number of stops, pupils, etc.; and to adjust them from time to time throughout the year. All such runs shall be posted at least twenty-four (24) hours in advance of bidding, at which time, no changes shall be made. The initial bidding at the beginning of each school year shall be considered preliminary. On or before October 31<sup>st</sup>, permanent bidding shall be conducted.

(b) Any changes in runs that would add thirty (30) additional minutes to the run or subtract thirty (30) minutes from the run will be reposted for bid in seniority order.

- (c) Any new runs that occur after permanent bid shall be posted for signature without a formal bid meeting. The most senior driver signing for this run will then have his/her current run made available.
- (d) When an employee is not available to drive the run at the beginning of the school year, due to any reason, the employee must be able to drive the bid run within 30 calendar days of the bid. If the employee is not able to return within 30 calendar days, the employee will not be eligible to bid on a run until their return.
- (e) In regard to the above-mentioned situation - when a driver has returned from a long-term absence, within a given school year, he/ she shall have the option of taking back his/her previous run or choosing any run below him/her on the seniority list. Each driver affected by this action shall have the opportunity to choose a run below them on the seniority list.

#### **5.7 Warning Letters.**

- (a) An employee who receives a warning letter shall have such letter removed after eighteen (18) months. Removal of a warning letter shall not be applicable to situations where the letter also includes notice of an unpaid suspension.

### **ARTICLE 6 UNION RIGHTS**

#### **6.1 Dues Deductions.**

- (a) The Employer agrees to deduct from the wages of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments, as are from time to time fixed by the Local Union, in accordance with the Constitution and By-Laws of the Local Union, and certified to the Employer by the Secretary-Treasurer of the Union, or other fully-authorized representative designated by the Union. The Employer agrees to remit to the Local Union all such deductions, including a list of employees who were on the list at the time of deduction, prior to the end of each month in which the deductions were made. The Employer shall add to the list the names, Social Security numbers and hire date of all new bargaining unit employees hired since the last list was submitted and delete the names of employees who are no longer employed. Where laws require written authorization by the employee, the same is to be furnished by the Union in the form required. No deduction shall be made which is prohibited by applicable law.

#### **6.2 Maintenance of Membership.**

- (a) All employees who are, on the effective date of this Agreement, members of the Union, or any employees who become a member of the Union during the term of this Agreement, shall remain members in good standing therein during the term of this Agreement by tendering the periodic dues uniformly required as a condition of acquiring or retaining membership. The Employer shall provide the Union with

notice of any new full-time employees and provide a representative from the Union with thirty (30) minutes, off the clock time, to meet with the employee.

(b) The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this article.

**6.3 Leave of Absence for Union Business.**

(a) Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority and without pay or other benefits, to not more than two (2) employees designated by the Union, in writing to the Employer, to act as an elected Union officer, business agent, or shop stewards.

**6.4 Union Activities.**

(a) Any employee member of the Union acting in an official capacity whatsoever shall not be discriminated against for his/her acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

**6.5 Inspection Privileges.**

(a) Authorized agents of the Union shall have access by appointment, to Employer's bus area and transportation office during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule.

**6.6 Posting of Agreement.**

(a) A copy of this Agreement shall be posted in a conspicuous place in each place of work as well as an individual copy given to each Union Member along with the Transportation Department Employee Handbook.

**6.7 Union Bulletin Boards.**

(a) The Employer agrees to provide suitable space for the Union bulletin board in each place of work. Postings by the Union on such boards are to be confined to official business of the Union.

**6.8 Driver Facilities.**

(a) The Employer will maintain a convenient drivers' facility, equipped with a telephone, and rest rooms, near the location where the buses are parked. Employees shall cooperate in maintaining these facilities in a clean and proper manner.

## **ARTICLE 7** **HOURS OF WORK AND WORKING CONDITIONS**

With the exception of trips scheduled during the fall sports season (which includes football, including the band and cheerleaders, soccer, field hockey, volleyball, cross country, and golf, fall sports are normally completed by the first week of November, unless they make it to the playoffs), in interpreting and applying the seniority provisions of this Article, it is the intention of the parties to give, to the extent possible, an opportunity to be paid for up to 40 hours per week to all employees. Trips will be posted and based on seniority selected each week by senior employees up to 40 paid hours.

When an employee has been paid for 40 hours in a week or when the balance of his/her remaining regular schedule will result in his/her being paid for 40 or more hours in that week, the Employer may decline to assign an extra trip to that employee in order to avoid unnecessary overtime costs. This Article shall not constitute a guarantee of hours per day or days of work per week to any employee but is a clear understanding between the parties that the work available should be distributed among the employees on the basis of seniority.

Other than during the fall sports season, it is understood that the Employer, following the issuance of notice of extra work, can deny more senior employees the opportunity to bid on a trip that will cause the employee to be paid for more than 40 hours in a workweek. In such cases, that more senior employee would not be entitled to bid for the notice of extra work (i.e., trip). Under such circumstances, if there is no employee on the seniority list who would be under the 40 hours per week schedule bidding for the trip, the trip can be assigned to a substitute driver.

During the fall sports season, the Employer would only be permitted to assign work to a substitute driver only when all employees on the seniority list either do not bid for the extra trip or would otherwise be unavailable or ineligible to bid on the extra trip.

**7.1    Morning and Afternoon Runs.** Full-time employees who maintain regularly assigned morning and afternoon runs will receive a guarantee of two (2) hours for the morning run and two (2) hours for the afternoon run.

(a)    In an effort to have all eligible employees working at least a five (5) hours per day during a regularly scheduled work week, the District shall offer any normally occurring work, not related to the bid base hours or work defined in this Collective Bargaining Agreement, to employees starting with those having the most bid hours below five (5) per day and progressing to those with the least bid hours below five (5). Specifics of this plan shall be in accordance with labor/management determined procedures.

**7.2    Mid-Day Run.** Full-time employees who maintain a regularly assigned mid-day run will receive a guarantee of one and one-half (1.5) hours for the mid-day run.

**7.3    Extra Trip Practices.** Extra trip practices are defined as follows:

(a)    Mid-day Trips - Trips that begin following a morning run or that begin before an afternoon run will be scheduled a minimum of one and one-half (1.5) hours. If there

is less than fifteen (15) minutes between the morning run and the extra trip, the time will be paid as hours worked. If a trip starts in the afternoon prior to a regularly scheduled afternoon run and lasts until the beginning of the afternoon run, the time will be paid as hours worked.

- (b) Sports Return and Late Bus Trips - These trips will be paid from the end of the regularly scheduled run until the sports return trip is concluded. These trips will be posted on the white board daily.
- (c) Evening Trips - If the trip is scheduled more than fifteen (15) minutes from the completion of the regularly scheduled afternoon run, the driver will be paid a minimum of two (2) hours. These trips will be posted on the paper board.
- (d) Weekend Trips - Weekend trips will be paid a minimum of two (2) hours.
- (e) In the event of an overnight trip the driver will be paid for all available time, except when hotel/ motel accommodations are provided at district expense. The determination of hours paid and/or accommodations or a combination of the two shall be made by the Supervisor of Transportation.
- (f) In the event a trip is canceled for reasons other than acts of nature, within twenty-four (24) hours of the trip, the full-time employee will be paid two (2) hours if the scheduled trip is four (4) hours or less and fifty (50%) of the trip if the scheduled trip is greater than four (4) hours.

**7.4 With No Mid-Day Run.** For employees other than those performing a kindergarten or other mid-day run, there shall be a daily guarantee of two (2) hours for each day he/ she reports to work and is not put to work. If an employee is told on the previous day not to report for work the next day, this guarantee shall not apply. An employee who has two starting times in a single day shall only receive one two (2) hour guarantee, if at the time he/ she reports for work first, he/ she is advised not to return for the second starting time. Employees performing a kindergarten run or other mid-day trip shall be guaranteed one and one- half (1.5) hours pay in the event that they report to work without having been previously told not to do so and work is not available.

**7.5 On-The-Job Injury.** In the event an employee incurs an on-the-job injury and is unable to finish his/her day's work, he/she shall receive his/her normal hourly pay for that day.

**7.6 Overtime.** Time and one-half (1.5) shall be paid for all hours worked in excess of forty (40) hours in one workweek. Time and one-half (1.5) shall be paid for all hours worked on Sunday without regard to the foregoing forty (40) hour provision. Time and one-half (1.5) shall be paid for all hours worked on a paid district holiday.

**7.7 Saturday & Sunday Work.** Saturday and Sunday work opportunities shall be posted and awarded on a rotating basis, without regard to the number of hours worked by the bidder during the week. Any employee who is offered the opportunity to work Saturday or Sunday and does not work shall forfeit their rotation for that week and go to the bottom of the list.

**7.8 Extra Trips.** In the event an additional trip is scheduled after the initial selection by drivers in the rotation, the new trip shall be offered beginning with the first driver in the rotation regardless of whether the driver turned down work from the original list of available trips.

- (a) Any trip that is offered for Saturday or Sunday at the last minute (after noon on Thursday) shall not affect a person's place in the rotation if it is declined.
- (b) A Saturday or Sunday trip that is cancelled after reporting for work shall still belong to the driver who bid the trip provided the trip is rescheduled during the same weekend. Said driver shall still be paid for the canceled trip, either by time worked or two (2) hour guarantee, whichever is greater. If rescheduled trip involves a change in time, making it unworkable by that driver he/ she shall not lose their place.
- (c) If a weekend trip cancels after 12:00 (noon) on Thursday, the assigned driver shall have the following options:
  - (i) The canceled driver may choose to bump a less senior driver in the rotation that has a trip on the same weekend.
  - (ii) The canceled driver may choose not to bump but instead be placed back in the rotation.
- (d) When a weekend trip is scheduled for a one-way drop-off and/or a one-way return, the senior driver on the rotation shall have the following choices:
  - (i) The driver may select either the one-way drop-off or the one way return as their bid choice.
  - (ii) The driver may select both the one-way drop-off and the one way return of the same group as their choice and it shall be considered one bid.

**7.9 Extra Trips.** Extra trips are to be posted as they become available.

- (a) In the event an extra trip is canceled after the bidding closes, the driver who selected the canceled extra trip may bump a less senior driver who also has an extra trip in the same day.
- (b) If a driver selects a trip and then books off, the trip must be reposted and re-bid in seniority order to unassigned employees. If no one bids, management reserves the right to assign the trip.
- (c) Whenever a driver books off two or more trips in a 30-calendar day period, they will be skipped the following week. The 30-day period resets after each skipped week.
- (d) Trips for the following week shall be posted on the preceding Wednesday afternoon. Drivers may bid on trips until 12:00 p.m. on Friday. In the event that

there are trips remaining uncovered after 12:00 p.m., management reserves the right to assign the trips twenty-four (24) hours in advance.

- (e) All absent drivers must call by 11:30 a.m. on Friday to make their selections.
  - (i) In the event a driver can later be able to take a trip previously assigned to a substitute, the driver reserves the right to bump that sub, as long as it is done by 4:30 p.m. the workday before the trip.
  - (ii) Trips canceled and rescheduled, due to weather or any other reason, shall still belong to the driver who bid the trip, unless that driver chooses not to accept the canceled and rescheduled trip or is unavailable due to their regularly scheduled run. In such case, the trip shall be reposted and re-bid.
- (f) A Secondary Rotation list will be utilized for weekday trips that are scheduled for a minimum duration of seven (7) hours. Trips on the Secondary Rotation list will be assigned to eligible drivers by seniority beginning with the most senior driver on the rotation list.
  - (i) Any employee who is offered a trip on the Secondary Rotation and does not work shall forfeit their place in the rotation and go to the bottom of the list.
  - (ii) It is understood that with the exception of trips scheduled during the fall sports season, employer can deny more senior employees the opportunity to bid on a Secondary Rotation trip that will cause the employee to work more than 40 hours in a workweek.
  - (iii) The Secondary Rotation list will begin at the top of the seniority list at the start of each new school year.
  - (iv) When all schools that the District transports to are closed, trips will be assigned by seniority. When only WSSD schools are closed, trips will be assigned utilizing the Secondary Rotation list when the trip is scheduled for a minimum duration of 7 hours.

**7.10 Guaranteed Days per Year.** Full-time employees shall be expected to work the district approved calendar of school days. Unpaid vacations are not permitted during the scheduled school days of employment. Vacations taken during this time in violation of this contract provision may result in a recommendation to terminate employment.

**7.11 Guaranteed Hours While School is in Session.** Full-time employees shall be paid their bid hours if no student(s) attends and the school is in session requiring busing. Employees will be required to remain on site and available for work if this situation were to occur.

**7.12 Shuttle Buses.** In an effort to provide efficient transportation, employer retains the right to create alternate bus routes to accommodate students who utilize existing bus routes as a shuttle bus only to a location/school other than their school of attendance. When students utilize existing bus routes as a shuttle and the destination school of such run is closed,

consolidated run(s) will be created and assigned to the drivers who service the destination school of these students.

- (a) Fueler is guaranteed two (2) hours daily in addition to their regular bid and the Service Person is guaranteed (1) hour daily in addition to their regular bid. If the buses are fueled earlier than two (2) hours, the Fueler can be assigned other duties.

**7.13 Catastrophic Event.** In the event of a catastrophic event that causes a school to suspend busing for a period of time, the affected employee with that bid may pre-empt any other employee for extra work on the Whiteboard during school hours to achieve their bid base hour amount lost.

- (a) The enormity of the event has to be approved by the District and the Union

## **ARTICLE 8** **WAGES**

**8.1 Wage Scale.** The minimum wages payable during the life of this Agreement shall be set forth in Exhibit "A."

**8.2 Pay Errors.** Pay errors caused by someone other than the affected employee that exceed \$50.00 are to be corrected within three (3) business days. Errors under \$50.00 are to be corrected in the employee's next paycheck.

## **ARTICLE 9** **EMPLOYEE BENEFITS**

**9.1 Employee Benefits.** All full-time employees shall receive the benefits provided in this Article for the full school year. Health, Prescription, Dental, and Disenrollment benefits shall be available only after thirty (30) calendar days of first becoming a full-time employee

- (a) Sick Leave

- (i) Use of sick leave shall be for personal illness only. Sick leave shall not be used for personal or vacation time.
- (ii) After completing a probationary period, employees covered by this Agreement shall be eligible for eight (8) days of sick leave per year, prorated to the highest half day for partial years. Unused sick leave may be accumulated from year to year. Unused sick leave may be used during non-district student calendar workdays. If required by the employer, an employee may be requested to furnish a doctor's certificate stating that the employee was unable to perform his/her duties for the period of absence. An absence due to illness occurring on the workday immediately before or after an emergency shall require a doctor's certification. Any employee claiming benefits under this Article shall be paid only his/her regularly scheduled pay; shall not include any trips, overtime, etc.

- (iii) Employees who are awarded the summer work opportunity posted will receive one (1) additional day of sick leave per year. Days not used may be accumulated from year to year.
- (iv) Those employees who retire after at least ten (10) consecutive years of full-time service in the District (not including time as a substitute employee) will be paid for accumulated sick leave up to a maximum of seventy (70) days at the rate of \$30.00 a day.
- (v) An employee with ten (10) or more years of consecutive service in the District who dies prior to retirement shall have the benefit under this provision paid to his/her estate.

(b) Holidays

- (i) During each year of this Agreement, Employer shall pay for the following ten (10) holidays:

Thanksgiving Day	Dr. Martin Luther King, Jr. Day
Day after Thanksgiving	President's Day
Day before Christmas	Good Friday
Christmas Day	Memorial Day
Day before New Year's Day	
New Year's Day	**Labor Day

*\*\*During any school year that commences prior to Labor Day, Labor Day shall be celebrated as a paid holiday according to the conditions contained in Article 9 B.*

- (ii) An employee shall receive only his/her regularly scheduled pay and not any trip or overtime bonus.
- (iii) An employee will be paid holiday pay if he/ she works the paid district holiday. In the event an employee is scheduled off the paid district holiday, they will be entitled to holiday pay only if he/ she works the driver's established calendar day immediately preceding and following the holiday, except in the case of an employee who is scheduled to work but unable to do so due to certified illness. In case of certified illness, the employee shall receive holiday pay and the pay will not be charged against sick leave credits.
- (iv) Time and one-half (1.5) shall be paid for all hours worked on a paid district holiday.

(c) Other Leaves

(i) The Board policy in effect from time to time shall apply to all full-time employees as herein before defined with regard to the following:

1. **Jury duty:** When required to serve as a juror, employee should:
  - a) Complete an Absence Request in advance
  - b) After jury service, provide the Human Resources Department with:
    - i) A copy of your Jury Service Certificate
    - ii) A check in the amount equal to the per diem rate paid to you by the Jury Commission in exchange for your daily rate paid by the district. Employee is entitled to keep any money received for meal or mileage reimbursement;

--OR--

  - iii) Sign the back of the check received from the Jury Commission, write payable to WSSD, and forward it to the Human Resources Department
2. **Death in the family:** Up to five (5) days at any one time may be permitted in the event of the death of a member of an employee's immediate family. "Immediate family" shall mean a spouse, child, parent, sister, brother, daughter-in-law, son in-law, mother-in-law, father in-law, sister-in-law, or brother-in-law, or near relative who resides in the same household, or any person with whom the employee has made his/her home.
  - a) One (1) day of absence is granted for an employee in the event of the death of a near-relative. A "near-relative" shall mean a grandparent, aunt, uncle, niece, nephew, grandchild, or first cousin.
3. **Special Cases/Emergency Leave:** Use of special case/emergency leave shall be for situations that arise when an employee must be absent. Special case/emergency leave shall not be used for personal or vacation time.
  - a) Each employee shall be credited with two (2) days of special case/emergency leave annually without any excuse. Unused special case/emergency leave will be converted to sick days and added to accumulated sick leave. These converted sick

days will be used after all other available days of paid sick leave have been used. A total of up to three (3) current and accumulated combined special case/emergency leave days can be used in each school year without reason. The balance of accumulated special case/emergency leave will go into unused sick leave.

- b) Special case/emergency leave shall not be used immediately before or after a district holiday or vacation without required documentation.
- c) In the event that school has been closed and an employee's run has been canceled, in excess of three days due to inclement weather, a full-time employee may use accumulated special case/emergency leave, if available, for that day of closure.
- d) Unlike the legally mandated sick leave, unused special case/emergency leave converted to sick leave will have no cash value upon the employee's resignation or retirement.
- e) Employees who start employment after the first day of the school year shall have their assignment of special case/emergency leave prorated, rounded up to the next half day increment.
- f) Special case/emergency leave may be taken during scheduled workdays, not just district student calendar days.

(d) Medical, Prescription, and Dental Insurance

- (i) For the entirety of this Agreement, the health and prescription plans will be the same as those health and prescription plans set forth in the Collective Bargaining Agreement with the Wallingford-Swarthmore Education Association.
  1. **Medical Insurance:** The District's Core Plan will be Independence Blue Cross Personal Choice C3-F2-02 with the following basic components:
    - a) \$20 copay for primary office visits
    - b) \$40 copay for specialty visits
    - c) \$100 copay for emergency room visits
    - d) \$100 per day (up to 5 days) copay for hospital inpatient

2. The District contribution toward the Core Health Plan coverage selected by the currently eligible full-time or part-time Bargaining Unit Members shall be as follows:
  - a) 2025-2028: 87.0% of the final premium
  - b) 2028-2029: To Be Determined, Dependent Upon WSEA Agreement
3. **Alternate Medical Plans:** For the purposes of this Agreement, the Health Benefit Plans described below shall be individually or collectively referred to as "Alternate Health Plan(s)." For the entirety of this Agreement, the Alternate Health Plan(s) will be the same as those set forth in the Collective Bargaining Agreement with the Wallingford-Swarthmore Education Association.
  - a) Personal Choice 20/30/70 with the following basic components:
    - i) \$20 copay for primary care office visits
    - ii) \$30 copay for specialty visits
    - iii) \$40 copay for emergency room visits (waived if admitted)
    - iv) \$150 per day (up to 5 days) copay for hospital inpatient
  - (ii) During the term of this Agreement, in the event a Bargaining Unit Member elects to participate in Personal Choice 20/30/70 Plan, the Bargaining Unit Members will pay 100% of the difference between the District contribution to the Core Health Plan for the year in question and the cost of the second look premiums of the Personal Choice 20/ 30/ 70 Plan.
  - (iii) Personal Choice Alternative Gold Copay with the following basic components:
    1. \$35 copay for primary care office visits
    2. \$45 copay for specialty visits
    3. \$250 copay for emergency room visits (waived if admitted)
    4. \$300 per day (up to 5 days) copay for hospital inpatient
  - (iv) During the term of this Agreement, in the event a Bargaining Unit Member elects to participate in the Personal Choice Alternative Gold Copay Plan,

the Bargaining Unit Member will have their contribution to the Core Health Plan reduced by 50% of the difference between the cost of the Core Health Plan for the year in question and the cost of the second look premiums of the Personal Choice Alternative Gold Copay Plan.

(v) An eligible Bargaining Unit Member's election to be covered under the Core Health Plan or any Alternate Health Plan for which the Bargaining Unit Member is obligated to pay any part of the premium shall be deemed to be his/her authorization for the premium deduction to cover his/her cost of the healthcare benefit.

1. **Prescription Insurance:** The prescription plan will include an \$8.00 generic, \$35.00 formulary brand, \$50.00 non-formulary brand co-pay structure. The prescription plan shall also include the following components:
  - a) Maintenance Choice: For maintenance medications, after the initial first two fills, all fills can only be filled at a CVS retail pharmacy or through the CVS/Caremark Mail Service Pharmacy.
  - b) Exclusive Specialty: Specialty prescriptions can only be filled at a CVS retail pharmacy or through the CVS/Caremark Mail Service Pharmacy
  - c) Step Therapy: For new medications, after the ratification date of this agreement, members must try a front line medication (usually a generic medication) prior to receiving back up medication (usually a brand name medication).
  - d) Drug Quantity Management: Quantities of medications are limited in accordance with FDA-approved dosage guidelines, manufacturer- recommended guidelines.
2. For the entirety of this Agreement, the employee contributions for the prescription plan will be the same as those set forth in the Collective Bargaining Agreement with the Wallingford-Swarthmore Education Association.

Year	Single	Other
2025-2026	10% of the ascribed cost	6% of the ascribed cost
2026-2027	10% of the ascribed cost	7.5% of the ascribed cost

2027-2028	10% of the ascribed cost	9% of the ascribed cost
2028-2029	10% of the ascribed cost	10% of the ascribed cost

3. **Dental:** The District will pay 100% of the premium for the basic United Concordia 1500 plan, or a substantially equivalent plan, dental coverage for each full-time eligible single employee. The District will pay 60% of the premium for family coverage, under a basic dental plan for all eligible employees. Payment under this basic dental plan is limited to maximum of \$1,500 per person for all covered services rendered in any calendar year, except for orthodontics, which specifies an \$800 lifetime maximum.
4. **Substantially Equivalent Coverage:** The District reserves the right to substitute another carrier providing for substantially equivalent coverages.
5. **Disenrollment:** For the entirety of this agreement the disenrollment bonus will be the same as those set forth in the Collective Bargaining Agreement with the Wallingford-Swarthmore Education Association.
  - a) Eligible employees (after 30 calendar day waiting period) who are eligible to enroll in the District medical, prescription and dental insurance plan and who are willing to discontinue the medical, prescription, and dental plans shall receive a disenrollment bonus that will be paid out semi-annually each year. Semi-Annual payments shall be made on the paydays closest to December 30 and June 15. Presently, the disenrollment bonus is \$3,000.
  - b) In order to be eligible for such a bonus the disenrollment must be for an entire plan year.
  - c) An eligible employee who has been paid the disenrollment bonus and then elects to leave prior to the end of the term of the Collective Bargaining Agreement will be required to return a pro-rated portion of the disenrollment bonus already received. That pro-rated portion must be equivalent to a pro-rata based upon the current amount per plan year.
  - d) An eligible employee who decides to re-enroll as the result of a qualifying event for medical coverage following receipt of the disenrollment bonus must pay the District the

equivalent of the disenrollment bonus. If they re-enroll during the year they must pay the District the prorated amount for that year. Eligible employees who re-enroll will be required to pay the relevant contributions for the medical plan they choose.

- e) The District reserves the right to increase the size of the disenrollment bonus. Disenrollment can only take place based upon: (1) a qualifying event as established pursuant to law; (2) during the open enrollment period as determined by the District; or (3) as otherwise determined by the insurance provider.

(e) Life Insurance

- (i) In addition, the Board shall purchase for each full-time employee covered by the agreement, a \$30,000 life insurance policy.

(f) State Pension

- (i) The parties agree that as members of the Unit become eligible for the Pennsylvania Public School Employees' Retirement system, they will be covered.

(g) Long-Term Disability

- (i) The School District will provide Long Term Disability through a carrier of the District's choice to all full-time employees. The Long-Term Disability shall have a 180-calendar day elimination period that requires the utilization of all accrued unused sick days as well as a set-off for other income benefits prior to utilizing. The benefits with a maximum of (60%) sixty percent of the employee's regular annual compensation up to a maximum of \$3,000 per month.

(h) Short Term Disability

- (i) Full-time employees can purchase optional disability coverage, through payroll deduction, at sole cost of employee.

(i) Vision Insurance

- (i) The School District will provide Vision Insurance for full-time employees. Full-time employees can purchase additional optional vision coverage for their immediate family, through payroll deduction, at sole cost of employee.

**9.2 Benefits.** All employees shall receive the following:

(a) Court Costs, Bonds, Counsel

(i) An employee who is required to appear in Court because of any accident involved while in the Employer's service will be reimbursed for his/her regular earnings lost as a result of appearing in Court. Where an employee must furnish bail as a result of an accident occurring during Employer's service, such bail shall be provided by Employer or its insurance carrier and counsel shall be provided with regard to accidents by Employer or its insurance carrier when suit or charges are actually brought. This section shall not apply where employees are found guilty of drunken driving or a deliberate act while operating one of Employer's vehicles. An employee who is required to represent the District for legal matters shall be paid for that time at his/her daily rate.

(b) Examination Fees

(i) All examinations required by any Government body or the Employer shall be promptly complied with by employees; however, the Employer will reimburse the employee for the actual charge up to a maximum of \$50.00 for a physical examination and up to a maximum of \$35.00 for an eye examination. In the case of a probationary employee, such probationary employee shall initially pay the cost of any or all examinations; however, should such probationary employee be hired by Employer, Employer agrees to reimburse said employee for all costs incurred, up to a maximum of \$50.00 for a physical examination and up to a maximum of \$35.00 for an eye examination.

(c) Advances for Expenses

(i) On all runs or trips where expenses such as bridge tolls, gas, etc., will be incurred, the Employer agrees to advance sufficient money to driver to cover these expenses. If a driver incurs expenses in the performance of his/her duties, he/ she will be reimbursed immediately upon producing valid receipts.

(d) Lunch Allowance

(i) Lunch money in the amount of \$10.00 shall be payable as follows:

1. For any trip exceeding three (3) hours duration which begins, ends, or encompasses the hour between 12:00 Noon and 1:00 PM.

(e) Dinner Allowance

(i) Dinner money in the amount of \$15.00 shall be payable as follows:

1. For any trip exceeding three (3) hours duration, which begins, ends, or encompasses the hour between 6:00 PM and 7:00 PM.

(f) Breakfast Allowance

(i) Breakfast money in the amount of \$10.00 shall be payable as follows:

1. For any trip that requires the employee to spend the night in a hotel/motel.

**ARTICLE 10**  
**GRIEVANCE PROCEDURE**

**10.1 Purpose.** The purpose of this procedure is to secure, at the lowest possible level, equitable solution to the problems which may arise under this Agreement affecting the employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Whenever a number of days is mentioned in this procedure, days shall mean workdays, except when an event occurs at the conclusion of a school year, in which case days shall mean calendar days.

**10.2 General Procedure.** All grievances between Employer and the Union or the members employed by the School District as to the application of or interpretation of this Agreement shall be resolved in the following manner:

- (a) STEP A: The grievance must be set forth in writing and presented by the employee and/or the Shop Steward to the employee's immediate supervisor within ten (10) days of the occurrence.
- (b) STEP B: In the event the grievance is not satisfactorily settled in the first step, the grievance must be set forth in writing and presented by the Shop Steward to the Director of Personnel within ten (10) days after the reason for such grievance.
- (c) STEP C: If the action in Step B fails to resolve the grievance to the satisfaction of the affected parties within fifteen (15) days, the grievance shall be referred to the Superintendent. The Superintendent shall render a decision within fifteen (15) days.
- (d) STEP D:
  - (i) If the aggrieved person is not satisfied with the disposition of his/her grievance at Step C, or if no decision has been rendered within fifteen (15) days after the grievance was delivered to the Superintendent, the Union may submit the grievance to arbitration within fourteen (14) working days of the School District.
  - (ii) Within fifteen (15) days after such written notice of submission to arbitration, the Board and the bargaining agent 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 American Arbitration Association by either

party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an Arbitrator.

- (iii) The Arbitrator's decision shall be in writing and shall 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. He may not "add to" or "subtract from" this Agreement. The decision of the Arbitrator shall be submitted to the Employer and the Union and shall be final and binding on the parties.
- (iv) The costs for the services of the Arbitrator, including per diem expenses if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Employer and the Union. Any other expenses incurred shall be paid by the party incurring same.

### **10.3 Shop Stewards**

- (a) The Employer recognizes the right of the Union to designate a Shop Steward from the seniority list. The authority of the Shop Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.
  - (i) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement.
  - (ii) The collection of dues when authorized by appropriate Union action;
  - (iii) The transmission of such messages and information which shall originate with and are authorized by the Union or its officers;
  - (iv) Shop Stewards have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slow-down, or work stoppage in violation of this Agreement.
  - (v) Shop Stewards shall be permitted reasonable time to investigate, present, and process grievances on the Employer's property. The District agrees to make available to the shop steward pertinent information within five (5) working days following a written request. Copies of all District memos posted in the Transportation department will be given to the Shop Steward and Local Union.

**ARTICLE 11**  
**NO STRIKE, NO LOCKOUT**

Both parties agree to faithfully abide by the provisions of the Pennsylvania Public Employee Relations Act, (Act 195 of 1970, as amended) and Act 88. As a condition of the various provisions of this Agreement to which the parties have agreed, the members of the bargaining unit agree that they will not engage in a strike (as that term is defined in the Act) during the term of this Agreement, and the Employer pledges that it will not conduct, or cause to be conducted, a lockout during the term of this Agreement.

**ARTICLE 12**  
**DEFECTIVE EQUIPMENT**

The Employer shall not require employees to take out onto the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law.

Employees shall immediately, or at the end of their shift, report all defects of equipment, including seats. The District will provide a two-part Vehicle Condition Report for driver's daily use.

Employees shall observe normal operating procedures to see that equipment is properly utilized.

When drivers are required to drive after normal school hours, they should be provided with accident packets and telephone numbers of the persons they are to contact in case of emergency.

**ARTICLE 13**  
**SEPARABILITY**

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

**ARTICLE 14**  
**WAIVERS AND RESERVATIONS**

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

**ARTICLE 15**  
**MEETINGS**

The parties agree that, upon request by the Union or Employer, they shall meet and discuss items of mutual concern. The party requesting the meeting shall provide agenda with request and meeting shall be limited to that agenda. Such meetings shall be no more frequent than monthly.

## **ARTICLE 16** **SUMMER WORK**

Summer work opportunities, when available, shall be posted and awarded to the senior employee who signs the posting. No more than one week of unpaid time off shall be permitted in order to be awarded a summer work opportunity. If the time off is exceeded, a physician's certification of illness shall be required. Time off for illness shall require the use of a sick day.

## **ARTICLE 17** **SUBCONTRACTING**

No employee covered by this Agreement will be laid off during the life of this Agreement as a result of the subcontracting of the transportation of pupils of the Wallingford-Swarthmore School District in grades K through 12 to and from the District's schools and the pupils' daily collection points.

Except for the restriction imposed by this Article, the Employer will have the flexibility to determine the manner in which it will meet the transportation requirements and responsibilities of the District.

## **ARTICLE 18** **PROGRESSIVE DISCIPLINE**

Without waiving any rights that an employee or the Association has under provisions of the Collective Bargaining Agreement, including the right to be disciplined for just cause, the parties agree to a system of progressive discipline whose purpose is to ensure fair treatment with the effort being to correct improper behavior/ performance;

Consistent with District Policy, the customary steps in the progressive disciplinary system shall be as follows:

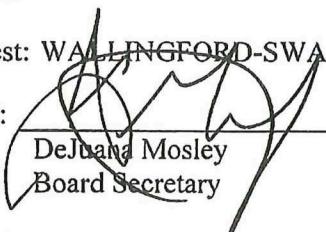
- (a) Verbal Warning: Conference/ discussion held with supervisor
- (b) First Written Warning
- (c) Second Written Warning
- (d) Suspension/Termination: Before a decision to suspend or terminate, a hearing will be held. The following individuals should be present at the hearing: Employee, employee's immediate supervisor, Human Resources representative, and a representative of the employee's bargaining unit. The purpose of the hearing will be to review the employee's entire record and reasons for consideration of suspension or termination. If the scope and severity of the violation warrant immediate response, the supervisor may suspend with or without pay.

**ARTICLE 19**  
**DURATION**

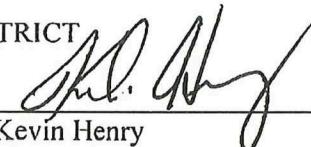
This Agreement shall remain in full force and effect July 1, 2025 to and including June 30, 2029.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals all on the 18th day of June, 2025.

Attest: WALLINGFORD-SWARTHMORE SCHOOL DISTRICT

By: 

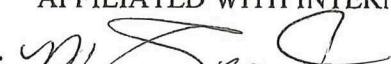
DeJuana Mosley  
Board Secretary

By: 

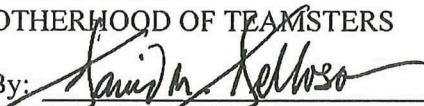
Kevin Henry  
Board President

Attest: HIGHWAY TRUCK DRIVERS AND HELPERS LOCAL 107

AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By: 

MaryBeth Smith  
Bargaining Agent

By: 

David M. Dellosso  
Bargaining Agent

**EXHIBIT "A"**

1. The hourly rates of pay for drivers during the term of this Agreement (reflective of a 4% increase each year after the first year, shall be as set forth below:

**Full-Time Drivers**

<b>Fiscal year beginning:</b>	<b>Hourly Rate</b>
7/1/2025	\$33.00
7/1/2026	\$34.32
7/1/2027	\$35.69
7/1/2028	\$37.12

2. All drivers will receive direct deposit beginning with the first pay of this Agreement. Paper checks will only be issued as first payment after initial hire.
3. An employee assigned to work as service person shall be paid \$.20 per hour above the driver's rate for all hours worked as service person.
4. The Fueler is guaranteed two (2) hours daily in addition to their regular bid and the Service Person is guaranteed one (1) hour daily in addition to their regular bid. If the buses are fueled in less than two hours, the fueler may be assigned other duties.