

July 1, 2005 – June 30, 2008

**SOUTHERN REGIONAL
TRANSPORTATION ASSOCIATION**

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Dr. James Kerfoot, Superintendent
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PREAMBLE

This Agreement is entered into this 4th day of May 2005, by and between the SOUTHERN REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION, HEREINAFTER CALLED THE “Board,” and the SOUTHERN REGIONAL TRANSPORTATION ASSOCIATION, hereinafter called the “Association.”

The Agreement between the Board and the Association shall become effective as of July 1, 2002 and shall continue in effect until June 30, 2005.

ARTICLE ONE RECOGNITION

- 1:1 The Board recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all contracted bus drivers, aides and mechanics employed by the Board, excluding all other employees, including in such exclusion, Transportation Supervisor, craftsmen, police, professional employees, managerial executives and supervisors within the meaning of the New Jersey Employer Employee Relations Act.
- 1:2 Unless otherwise indicated, the term “employee”, when used in this Agreement, shall refer only to employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees unless the context clearly indicates otherwise.

ARTICLE TWO NEGOTIATION OF SUCCESSOR AGREEMENT

- 2:1 The parties agree to enter into collective negotiations over a successor agreement in accordance with NJS 34:13A-1, *et seq.* in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment.
- 2:2 A letter to begin negotiations shall be submitted to the Board of Education by September 15 and replied to by submission of several opening dates negotiations may start by September 30 of the calendar year preceding the calendar year in which this Agreement expires. Proposals shall then be exchanged. Any Agreement negotiated shall apply to all employees, herein identified under Article One, be reduced to writing, be signed by the Association, and upon approval by the Board be signed and adopted by the Board.

ARTICLE THREE

GRIEVANCE PROCEDURE

3:1 GENERAL

- 3:1.1 A "grievance" is a written claim by an employee or group of employees that as to him, her or them there has been Board or Administrative action constituting a violation of this Agreement.
- 3:1.2 As used in the above description, the term "group of employees" shall mean a group of employees having the same grievance.
- 3:1.3 In presenting the grievance an employee shall be assured freedom from prejudicial action occasioned solely by the institution of said grievance.
- 3:1.4 An aggrieved person is the employee or group of employees claiming the grievance.
- 3:1.5 A grievance shall be instituted within (60) days of its cause.
- 3:1.6 They shall have the right to present their appeal or to designate a reasonable number of representatives of the Association or other persons of their choosing to appear with them or for them at any step of their appeal.
- 3:1.7 If a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly. Such grievance shall commence at Level Two. The Association may process such a grievance through all levels of the grievance procedure if more than one employee affected by the class grievance agrees to do so.
- 3:1.8 Members of the Board, and those Administrators and Supervisors determined by the Board to be involved in or affected by the action complained of, shall be deemed persons having a direct interest in the arbitrations for the purpose of attendance at any hearing held under this grievance procedure, unless deemed otherwise by the Arbitrator.

3:2 PROCEDURE

- 3:2.1 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.
- 3:2.2 If 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 the aggrieved, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted before the end of the school year or as soon thereafter as is practicable.

3:2.3 Level One. An employee with a grievance shall first discuss it with the Transportation Supervisor or immediate superior, either directly or through the Association's representative, with the objective of resolving the matter informally.

3:2.4 Level Two. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within three (3) working days after presentation of the grievance, he/she may file the grievance in writing with the Superintendent of Schools within seven (7) working days after the decision at Level One was or should have been made. The Superintendent shall have twenty (20) working days from the receipt of the written grievance within which to hold a hearing and render his decision.

3:2.5 Level Three. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within twenty (20) working days after the grievance was delivered to the Superintendent, he/she may, within five (5) working days after a decision by the Superintendent was or should have been made, submit his/her grievance to the Board of Education. The Board shall hold such hearings as it deems are necessary and issue its decision not later than twenty-five (25) working days from receipt of the written grievance and record. If the Board does not hold a hearing, it shall issue its decision not later than fifteen (15) days from receipt of the written grievance and record.

3:2.6 Level Four.

3:2.6a If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered by the Board within the time limits specified in Level Three, he/she may, within five (5) working days after a decision by the Board or the expiration of the applicable time limit for issuance of the Board's decision, whichever is sooner, a request will be made to the Public Employees Relations Commission for a list of qualified arbitrators following a request in writing that the Association submit his/her grievance to arbitration. The Association shall consider the merit of the grievance, and may then, within fifteen (15) working days after receipt of a request by the aggrieved person, submit the grievance to arbitration by service of demand upon the Board through the Superintendent.

3:2.6b The arbitrator so selected shall hold hearings promptly and shall issue his decision not later than thirty (30) calendar 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 shall set forth his findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. The arbitrator shall be without power or authority to make any decision requiring the commission of an act prohibited by law or violating the terms of this Agreement, involving the non-renewal of a non-tenured employee's contract, or requiring him to set a wage rate. The arbitrator shall have no power to add to nor to subtract from or modify any of the terms of the Agreement. The decision of the arbitrator shall be binding upon all the parties.

- 3:2.6c 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 Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
- 3:2.6d All grievance settlements shall be in writing and approved by the Superintendent at his level or the Board at its level and the Association. Settlement of a grievance below the Superintendent's level shall not be deemed precedent.
- 3:2.6e The aggrieved shall follow applicable rules and regulations during a pending grievance.
- 3:2.6f Necessary forms for the administration of the grievance procedure shall be prepared by the Board of Education and the Association. Such forms shall provide for description of the nature of the grievance, including listing of the provisions of the Agreement complained of as being violated.

ARTICLE FOUR EMPLOYEE RIGHTS AND PRIVILEGES

- 4:1 After completion of twelve (12) months consecutive probationary employment no employee shall be dismissed or reduced in salary except for inefficiency, incapacity, conduct unbecoming an employee, or other just cause. Any part-time employees who have been employed for more than 12 months will have completed their obligatory probation.
- 4:2 Whenever any employee is required to appear before the Board, or any Committee thereof, concerning any matter that could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

ARTICLE FIVE ASSOCIATION RIGHTS AND PRIVILEGES

- 5:1 The Association and its representatives shall be permitted to use school buildings at reasonable hours for meetings. The Principal of the building in question shall be notified before the time and place of any such meeting and his approval shall be required. Said approval shall not be unreasonably withheld. Such meetings shall not interfere with or interrupt normal school activities or school or business office operations.
- 5:2 The Association, with the permission of the Administration, shall have the right to use school facilities and equipment, including typewriters, mimeographing and other duplicating equipment, at reasonable times when such equipment is not otherwise in use and when such use will not interfere with nor interrupt school operations. The Association shall pay for the reasonable cost of materials and supplies used.
- 5:3 The Union should have reasonable access to all Transportation employees' time records.

ARTICLE SIX SENIORITY

- 6:1.1 School District seniority is defined as service by appointed employees in the School District. An appointed employee shall lose all accumulated School District seniority if he/she resigns, is discharged for cause, or is not renewed after the probationary period, irrespective of whether he/she is subsequently rehired by the School District.
- 6:1.2 The Board has the sole discretion to determine whether a particular employee's termination through resignation could result in loss of all or part of such employee's seniority.
- 6:2 Any lay-offs shall be in the inverse order of seniority. Wherever practicable, fifteen (15) days notice of lay-off shall be given to appointed employees involved.
- 6:3 If a vacancy occurs within two (2)-years from the date of his/her lay-off, the laid off employee shall be entitled to recall in the order of his/her seniority.
- 6:4 Notice of recall shall be by certified mail, return receipt requested, addressed to the employee's last address appearing on the records of the School District. Within ten (10) days from receipt of notice of recall, the employee shall notify the Transportation Supervisor, in writing, whether he/she desires to return to work. If he/she fails to reply within such time, or if the employee's reply is negative, he/she shall lose all seniority and all rights to recall. If he/she indicates a desire to return to work, then the employee shall report for work on the date specified by the Transportation Supervisor or his/her designee. If the employee fails to commence work on such date, he/she loses all his/her seniority and all rights to recall.
- 6:5 Seniority shall not accumulate during the period of layoff. Upon recall, the appointed employee shall have his/her accumulated seniority to the date of layoff restored.

- 6:6 The current seniority list is included herein as Appendix C. As new employees are appointed, they shall be added to the list in the order of seniority. In the event more than one (1) employee is hired on the same date, the order of seniority among employees with prior employment as substitute drivers in Southern Regional School district shall be determined from the first day of hire as a substitute driver. In case two (2) employees hired as substitutes on the same day and then are appointed as part-time/full-time on the same day the seniority shall be determined by lots drawn in the Board Secretary's office or in the Transportation office, and an Association representative and the employees involved shall be present.
- 6:7 Full-time drivers shall be held to a minimum of thirty-eight (38), if needed. All full-time employees shall receive full family benefits. If a vacancy should occur, a part-time employee by seniority shall be appointed to a full-time position. In the event of a reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of seniority of the employees as established in Article Six.

**ARTICLE SEVEN
COMPENSATION**

- 7:1 The Salary Guide for full-time employees in the unit for each full academic school year of this Agreement is set forth in Appendix A.1, bus drivers; Appendix A.2, Aides and Appendix; A.3 Mechanics.
- 7:2.1 Field trips and special trips shall be paid at the following hourly rates, calculated from the time the bus is scheduled to leave the high school or middle school until the bus returns to the high school. Trips shall be posted in the Transportation office as soon as they are scheduled.

2005-2006	\$15.00 per hour
2006-2007	\$15.75 per hour
2007-2008	\$16.50 per hour

- 7:2.2 Activity bus extra runs shall be set at \$25.00 per run for duration of this contract.

The trip rate per run shall be paid for any activity bus extra run leaving the high school or middle school for pick-up or return of students after the end of the total high school or middle school day provided, notwithstanding the foregoing, that once an employee of any run shall be "clocked in" to go on an hourly rate, he/she thereafter shall continue to be paid at the hourly rate specified in paragraph 7:2.1 while on duty.
- 7:2.3 In the event of a cancellation whereby an employee reported for duty, said employee shall be paid a \$20.00 cancellation fee.
- 7:2.4 The rate for substituting on regularly contracted runs shall be set at \$23.00 per run for the duration of this contract.

7:2.5 Employees required to pick up student passengers on the "deadheading" portion of any regularly scheduled run shall be compensated at the rate of Ten Dollars (\$10.00) per each such run.

7:2.6 The following schedule will be in effect for the duration of this contract with regard to meals:

Breakfast (6:30-8:30 AM)	- \$4.00 meal rate
Lunch (11:30 AM-1:30 PM)	- \$6.00 meal rate
Dinner (5:30-7:30 PMm)	- \$8.00 meal rate

7:2.7 Employees shall receive time-and-one-half for trips/runs on Saturdays, Sundays, federal holidays and state holidays (if the holiday is also a school holiday). Employees shall be paid for a minimum of four hours for trips on weekends and holidays and three hours for trips on weekdays.

HOLIDAYS

Labor Day*

Columbus Day (if a school holiday)

Veteran's Day (if a school holiday)*

NJEA Convention (no proof will be required to attend if school is closed for students)

Thanksgiving Day*

Friday after Thanksgiving Day*

Christmas Vacation (days when school is closed)

Lincoln's Birthday (if a school holiday)

Martin Luther King's Birthday (if a school holiday)*

Washington's Birthday (if a school holiday)

Spring Break (days when school is closed)

Memorial Day*

Independence Day*

*All days marked with an asterisk are paid holidays for mechanics staff.

Additionally, the mechanics staff is entitled to the following:

Workday before Christmas

Christmas

First workday after Christmas

Workday before New Years

New Years

One Presidents day

Good Friday

Easter Monday

Paid holidays shall not be less than fourteen (14) days in a contract year. Should a holiday fall on a weekend or when school is scheduled to be in session, the Superintendent shall set the holiday schedule.

ARTICLE EIGHT WORK YEAR

- 8:1 During the academic school year period of September 1 through June 30, the regularly scheduled number of workdays for bus drivers and aides shall be 181 days.
- 8:2 Mechanics work year shall be July 1 – June 30, the regularly scheduled workdays as twelve month custodial-maintenance employees.

ARTICLE NINE WORK LOAD

The following applies to Bus Drivers and Aides:

- 9:1.1a Unless otherwise provided in Appendix A annexed hereto, or in separate agreement, the compensation provided in said appendices is intended as compensation for driving all assigned runs within the scheduled work day. Full time employees, the workday shall be defined as five and one-half (5.5) regularly scheduled hours including time for preparation, clean-up and reporting. Included in this time, employees shall report to work fifteen (15) minutes prior to departure time of each regular run and thirty (30) minutes prior to the departure time of each trip. Any run that starts after the last contracted run shall be considered an activity run and will be so compensated.

- 9:1.2 Contracted Run Packages and Runs – Shall be posted before the school year begins and selection of runs and run packages shall be made according to seniority at a meeting of all drivers held in September before the opening of school. The Transportation Supervisor will consult with two members of the bargaining unit in the construction of the run packages. (Any deductions for leave of absence without pay shall be made on the basis of the employees' *per diem* rate established by the provisions of Article 7.) Contracted extended school year and two association members prior to picks. Contracted drivers shall pick by seniority and rotation.
- 9:1.3 Extra runs (field trips, special trips and activity bus runs that are not contracted regularly scheduled runs) shall be handled on a rotating basis, beginning with the most senior available contracted drivers or aide employee. Operation of the rotation shall be according to applicable rules and regulations set forth by the Transportation Supervisor and checked by a member of the Association.
- 9:1.4a The Board reserves the sole right and discretion over the number and make-up of runs, including without limitation, the right to change the number of runs, to revise runs, or to specify the number of runs assigned to any employee; subject however, to any obligation the Board may have to negotiate as to the impact upon the terms and conditions of any employee directly affected by such Board action.
- 9:1.4b Management shall, in good faith, agree to provide employee with at least three (3) days notice for any permanent changes in the run schedule excluding emergency as defined by the supervisor. Every effort shall be made to maintain the employees original package as to time of day and total hours driven.
- 9:1.5 Any employee driving less than his package because of an adjusted or unscheduled school day may be required to complete the full work day of five and one-half (5.5) driving time, including time for preparation, clean-ups and reporting within same time period as the regularly scheduled run. Employees working beyond 182 days of the regular academic year shall be paid at their regular daily rate of pay. Daily rate of pay may mean pro-rated portion of the *per diem* pay as determined by the hours worked. Any single run that exceeds 2.5 hours shall be eligible for time and a half for that time in excess of 2.5 hours. Any run package which exceeds five and one-half (5.5) hours per day or twenty-seven and one-half (27.5) hours per week shall be eligible for time and a half for that time in excess of five and one-half (5.5) per day or twenty-seven and one-half (27.5) per week. Summer School shall be considered extra compensation and shall not be considered part of the base contract for the determination of salary or benefit. Each employee driving Summer School shall be paid at the Summer School rate of \$25.00 per run for the duration of this contract. Summer School runs taking more than two and one-half (2-1/2) hours, the rate shall be \$33.00 per run. Any absence will result in a *per diem* reduction in pay at the Summer School rate. Any trip which exceeds eight (8) hours work time shall be eligible for time and a half for those hours in excess of eight (8) hours.
- 9:1.6 All employees employed prior to September 17, 1997 shall be grandfathered and retain all benefits proceeding from the 1993-1996 contract. The workday for

employees hired prior to September 17, 1997 shall not exceed 5 ½ hour workdays. Workdays exceeding 5 ½ hours shall be compensated at the time and a half rate.

- 9:2.1 The workweek shall consist of forty (40) hours, including a daily forty-five minute lunch period.
- 9:2.2 Existing coffee break practice will be maintained.
- 9:2.3 Mechanics shall work a regularly scheduled shift. When called to work outside of this shift, shall work and be paid a minimum of four (4) hours.
- 9:2.4 Regularly scheduled shift maybe changed for an earlier time period for summer work months.

ARTICLE TEN SICK LEAVE

- 10:1 Sick Leave Allowance: Full-time employees shall be allowed sick leave with full pay for fifteen (15) working days in each year. All the unused portion of this fifteen days' annual sick leave shall be cumulative from year to year for these employees. Payment for accumulated sick leave is set forth in Appendix B. Absences of more than five (5) successive days require a doctor's certificate before returning to work. This shall not limit the Board's right to require a doctor's certificate for any sick day or days taken by any employee.
- 10:2 Sick Leave Defined: Sick leave means the absence from duty because of personal disability due to illness, injury or medical visit for examination, providing appointment cannot be made outside school hours and/or because of exclusion from school by the local medical authorities because of a contagious disease or of being quarantined for such a disease in said employee's immediate household.
- 10:3 If any employee should take a partial day sick leave more than ten (10) times in any school year, each partial sick leave occurrence after the seventh shall be charged as a full sick leave day.
- 10:4 Sick leave accrues only when a driver is certified to work and reports on the first day of school, according to individual contract.

ARTICLE ELEVEN TEMPORARY LEAVES OF ABSENCE

- 11:1 Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.
 - 11:1.1 Full-time employees up to two (2) days leave of absence for personal, legal, religious, business, household or family matters requiring absence during school hours. Such

leave shall not be taken or granted the day before or after school holiday or vacation (except in an emergency). Application to the Transportation Supervisor or person in charge of granting such leave shall be made in writing at least three (3) days before taking such leave (except in cases of emergency) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he/she is taking it under this section. No more than 5% of the employees in the unit may be granted such leave for the same day based upon the date of receipt of application. During the months of May and June, no more than two (2) employees covered by this unit may be granted personal leave on any day unless an exception is made at the discretion of the Superintendent. If an exception in cases of emergency, as stated above, is involved, a reason to support the emergency exception will be given. Unused personal leave days in any year shall be accumulated as though they were sick leave days and shall become part of the employee's accumulated sick leave. Employees shall be permitted to take personal days of less than a whole day (i.e. ½ personal day) as needed.

- 11:1.2 Full-time employees up to five (5) days for any single event in the event of death of an employee's spouse, child, parent, brother or sister. Up to five (5) days for each event of death of an employee's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent and any other member of the immediate household. The temporary leave days provided for herein are for the sole purpose of arranging and attending funeral services and providing for a reasonable mourning period in connection therewith. In the event of death of an employee or student in the Southern Regional High School district, the Principal shall grant to a number of employees sufficient time off to attend the funeral.

The Superintendent may, under special circumstances, grant an employee time off for the death of an individual not covered by this section. All leaves under this section are non-accumulative.

- 11:1.3 Full-time employees up to three (3) days during any school year for the sudden serious illness of a child, spouse or other close relative in the immediate family necessitating such employee's attendance upon the person who is ill, provided that immediate provision is made for the care of the ill person by someone other than the employee.
- 11:1.4 Other leaves of absence with or without pay may be granted by the Board in its discretion for what it considers to be good reason.
- 11:2 Any deductions for leaves of absence without pay shall be based on the employee's *per diem* rate established by the provisions of Article Seven. In the calculation of seniority, temporary leaves of absence without pay shall be deducted from the employee's total service.

ARTICLE TWELVE INSURANCE

- 12:1 The Board shall pay the premium for the existing full-family medical, prescription, dental, and vision insurance for all employees hired prior to September 17, 1997.
- 12:2 Full-time employees who begin work in Southern Regional School District after June 30, 1999, shall receive Blue Cross/Blue Shield PPO full-family medical coverage in addition to full-family prescription, dental and vision coverage. This plan shall remain in effect.
- 12:3 The Board agrees to continue payment of the premium for existing health insurance coverage, New Jersey Blue Cross/Blue Shield, including Super Rider J coverage, of either the individual or family plan.
- 12:4 The Board further agrees to continue payment of the premium for existing major medical coverage.
- 12:5 The Board will provide and pay the full premium for the Prescription Drug Program described as “\$8/4 Co-Pay, age 23,” for each full-time employee, and full-family coverage, where applicable. The Board may substitute coverage, once instituted, with any plan, provided such coverage is substantially equal to or better than the insurance coverage originally provided.
- 12:6 The Board shall provide at no cost to full-time employees a full-family dental program, known as the New Jersey Blue Cross/Blue Shield Dental Plan; provided, however, that for the duration of this Agreement the present coverages shall remain at existing levels. The Board may substitute coverage, once instituted, with any plan, provided such coverage is equal to or better than the insurance coverage originally provided.
- 12:7 The Board shall provide at no cost to full-time employees a full-family vision plan.
- 12:8 The Board shall assume the annual membership cost (to the Board) of the New Jersey Manufacturer’s Insurance program.
- 12:9 Retirees may enroll in the current insurance programs at the group rates and at the individual’s own expense. If, in the event a carrier will not permit such coverage for retirees, the coverage will cease, but the parties will meet to explore alternatives, making every attempt to find a carrier who will permit such coverage for retirees.

ARTICLE THIRTEEN

Vacations- Mechanics

- 13:1 Full-time twelve (12) month employees shall be eligible for vacations upon completion of first year as follows:
- | | |
|------------|---------|
| 1-4 years | 10 days |
| 5-14 years | 15 days |
| 15+ years | 20 days |
- 13:2 Vacation schedule requests shall be submitted in advance to the Transportation Supervisor, to be approved and taken with the exclusion of one (1) week, which may be carried up to twelve months but no longer, in the calendar year earned.
- 13:3 If more than one employee request the same time period, seniority will prevail.

**ARTICLE FOURTEEN
DEDUCTION FROM SALARY**

- 14:1 Association Payroll Dues Deduction:
- 14:1.1 The Board agrees to deduct from the salaries of its employees dues for the Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall comply with NJS 52:14-15.9e and rules established by the State Department of Education. Said monies, together with current records of any corrections, shall be transmitted to the Treasurer of the Association by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer designated shall disburse such monies to the appropriate Association or Associations.
- 14:1a Representation Fee – If an employee does not become a member of the Association during any membership year (i.e. September 1 – June 30) which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to Association for the membership year. The purpose of this fee will be to offset the employee’s per capita cost of services rendered by the Association as majority representation.
- 14:1b Representation fee is set at eighty-five percent (85%) solely because that is the maximum presently allowed by law. If said law is changed in this regard, the amount of the representation fee automatically will be increased the maximum allowed, said increase to become effective as of beginning of the Association membership year following change.
- 14:1.2 Each Association named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association changing the rate of its membership dues shall give the Board written notice before the effective date of such change.
- 14:2 The Association will indemnify, demand and save harmless the Board against all claims, demands, suits or other forms of liability arising out of or by reason of action

taken by the Board in reliance upon salary deduction authorization cards submitted by the Association to the Board, when the Board submits tangible evidence that the monies in fact submitted to and accepted by the Association, or its authorized representative.

ARTICLE FIFTEEN EMPLOYMENT PROCEDURES

- 151 The Board may withhold increments from employees as a part of progressive discipline, subject to the grievance procedure.
- 152 Middle runs of absent employees shall be posted on the board to be rotated among contract employees according to seniority, before being assigned to a substitute employee. The decision of the Transportation Supervisor to assign or not assign personnel shall be subject to the grievance procedure set forth herein, but such decision shall not be appealable beyond the level of the Superintendent.
- 15.3 Should any employee employed by the district actively recruit and bring to the district a school employee who remains employed by the district for a period of not less than six months, shall be entitled to a \$100.00 bonus.

ARTICLE SIXTEEN

The Board shall continue the practice of Board supplies uniforms and foul weather gear

ARTICLE SEVENTEEN BOARD RIGHTS

- 17:1 The Association recognizes that the Board may not by agreement delegate authority and responsibilities that by law are imposed upon and lodged with the Board.
- 17:2 It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.
- 17:3 The Board of Education, subject only to the express written provisions of this Agreement, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof, subject to any obligation imposed by NJS 34:13A-5.3 to negotiate adoption of new rules or changes in existing rules affecting working conditions.

By way of illustration and not by way of limitation of the rights and responsibilities reserved to the Board, are the rights to select and direct employees of the School District, to hire, assign, promote, transfer and retain employees covered by this Agreement; or to suspend, demote, discharge or take other disciplinary action against

employees; to relieve employees from duties because of lack of work or for other legitimate reasons; to maintain the thoroughness and efficiency of the School District operations entrusted to it; to determine the methods, means, and personnel by which School District operations are to be conducted; to introduce new or improved methods and facilities; to contract out for goods and services; and to take whatever other actions may be necessary to accomplish the mission of the School District in any situation.

**ARTICLE EIGHTEEN
MISCELLANEOUS PROVISIONS**

- 18:1 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, 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.
- 18:2 This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all issues that were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 1:3 No lockout of employees shall be instituted by the Board during the term of this Agreement. The Association agrees that during the term of this Agreement, neither it nor its officers, employees or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycott sanctions, slowdowns, mass resignations, mass absenteeism, picketing or any other similar actions, which would involve suspension of, or interference with, the normal work of the Board. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities or refusing to perform duties may be disciplined by the Board.
- 18:4 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- 18:5 The attendance provision is as follows and will be in the contract for two years, after which time an evaluation will be made to determine if this program has been effective:

0 days absent = \$500.00
1 day absent = \$400.00
2 days absent = \$300.00
3 days absent = \$200.00

4 days absent = \$100.00

18:6 Mechanics put "on call" Saturday and Sunday shall go "on call" by seniority and rotation at the rate of \$50.00 per day.

**ARTICLE NINETEEN
DURATION OF THE AGREEMENT**

19:1 **Duration:** This Agreement shall be effective July 1, 2005, and shall continue in effect until June 30, 2008, subject to the Association's right to negotiate over a successor Agreement as provided in Article Two. This Agreement shall not be extended orally, and it is understood that it shall expire on the date indicated, unless extended in writing.

19:2 **IN WITNESS WHEREOF**, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary, and its corporate seal to be placed hereon.

**SOUTHERN REGIONAL
TRANSPORTATION ASSOCIATION**

**BOARD OF EDUCATION
OF THE SOUTHERN
REGIONAL HIGH SCHOOL
DISTRICT**

By _____
President

By _____
President

ATTEST:

ATTEST:

By _____
Secretary

By _____
Secretary

APPENDIX A

LONGEVITY

5 years.....	\$200
10 years.....	\$400
15 years.....	\$600
20 years.....	\$800
25 years.....	\$1,000

Longevity will be effective the July 1 after the years of service is completed.

APPENDIX A.1.

BUS DRIVERS

2005-06		2006-07		2007-08	
<u>Step</u>	<u>Salary</u>	<u>Step</u>	<u>Salary</u>	<u>Step</u>	<u>Salary</u>
1	13,790	1	14,140	1	14,490
2	14,047	2	14,397	2	14,783
3	14,341	3	14,691	3	15,077
4	14,608	4	14,958	4	15,344
5	14,816	5	15,166	5	15,552
6	15,156	6	15,506	6	15,892
7	15,649	7	15,999	7	16,385
8	16,158	8	16,508	8	16,894
9	16,685	9	17,035	9	17,421
10	17,146	10	17,496	10	17,882
11	18,138	11	18,488	11	18,874
12	19,166	12	19,516	12	19,902
13	20,159	13	20,509	13	20,895
14	21,045	14	21,395	14	21,781
15	21,896	15	22,246	15	22,632
16	22,675	16	23,000	16	23,386

APPENDIX A.2.

BUS AIDES

2005-06		2006-07		2007-08	
<u>Step</u>	<u>Salary</u>	<u>Step</u>	<u>Salary</u>	<u>Step</u>	<u>Salary</u>
1	11,379	1	11,988	1	12,594
2	11,855	2	12,464	2	13,070
3	12,352	3	12,961	3	13,567
4	12,734	4	13,343	4	13,949
5	13,116	5	13,725	5	14,331
6	13,499	6	14,108	6	14,714
7	13,881	7	14,490	7	15,096
8	14,263	8	14,872	8	15,478
9	14,645	9	15,254	9	15,860
10	14,864	10	15,473	10	16,079
11	15,082	11	15,691	11	16,297
12	15,410	12	16,019	12	16,625

APPENDIX A.3.

MECHANICS

2005-06		2006-07		2007-08	
<u>Step</u>	<u>Salary</u>	<u>Step</u>	<u>Salary</u>	<u>Step</u>	<u>Salary</u>
1	29,326	1	30,313	1	31,722
2	29,826	2	30,813	2	32,222
3	30,326	3	31,313	3	32,722
4	30,812	4	31,813	4	33,222
5	31,312	5	32,313	5	33,722
6	31,812	6	32,813	6	34,222

Certification stipend - \$600 subject to supervisor approval and probation period of six months.

APPENDIX B

**SOUTHERN REGIONAL HIGH SCHOOL DISTRICT
PAYMENT FOR SICK LEAVE ACCUMULATION**

Payment for sick leave accumulated upon leaving the school district shall be based on the following:

21 years or over:

1st 200 days: 1/2 Step1 of Departing Drivers Column
Next 100 days: 1/4 Step1 of Departing Drivers Column
Remainder: 1/8 Step1 of Departing Drivers Column

11-20 years: 80% of the formula

6-10 years: 65% of the formula

Upon the death of an employee covered by this Agreement, payment for accumulated sick leave shall be paid to the employee's estate.

Except in unusual circumstances, an employee shall file a request indicating his/her intention to seek payment for accumulated sick leave by January 1 preceding the employee's termination of service with the school district. Such payment for sick leave will then occur effective July 1 of that year. In the event that an employee fails to file such a request it may be necessary, based on budgetary limitations, that the Board defer payment of the employee's accumulated sick leave until budgetary limitations permit such payment; but no later than one year from the time the employee retires or terminates his service with the district.

APPENDIX B-1

**SOUTHERN REGIONAL HIGH SCHOOL DISTRICT
INCENTIVE PROGRAM**

Full-time employees electing to retire as of the 2006-2007 school year shall receive an additional \$33 per day for accumulated sick leave to a maximum of three hundred (300) days, or \$9,900. This provision shall be repeated in five-year cycles. In the 2002/2003 school year, and all subsequent cycles, retirement must occur during the school year in question, and notice must be provided to the Board of Education as per the existing agreement. The dollar amount of the incentive will be increased by the settlement percentage in each of the three (3) years of the contract.

APPENDIX C

SOUTHERN REGIONAL HIGH SCHOOL DISTRICT SENIORITY LIST

CONTRACT EMPLOYEES

SENIORITY	Last Name	First Name	Hire Date
22.00	PURCELL	EMMA	11/01/1982
19.00	DAMILO	JUN	12/01/1985
17.00	HARGIS	ELLEN	07/01/1987
17.00	PRESTON	BEVERLY	04/01/1987
17.00	WESTBERG	KAROLYN	12/03/1987
16.00	TILTON	JULIANNA	01/03/1989
15.00	BROMILEY	GLENN	09/01/1989
14.00	EMMER	ANNEDORE	09/01/1990
14.00	LANARD	JOSEPHINE	09/01/1990
14.00	THOMAS	JEANNETTE	09/01/1990
12.00	WEEKS	ZELDA	09/01/1992
11.00	COLVIN	HARRY	01/03/1994
11.00	DELUCA	DEBORAH	09/13/1993
11.00	PAPIEZ	CYNTHIA	12/01/1993
11.00	YONKER	JOANN	09/01/1993
10.00	ADAMS	AMELIA	01/03/1995
10.00	BAKER	CATHERINE	10/31/1994
10.00	FARRINGTON	STACY	11/15/1994
9.00	FERRIS	DEBORAH	09/01/1995
9.00	GILBERT	PATRICIA	03/16/1995
9.00	PANCOAST	JUDITH	09/01/1995
8.00	KARCH	BEVERLY	09/01/1996
8.00	RICH	CHARLES	09/09/1996
7.00	DYER	MARY	09/25/1997
7.00	HAWKES	CHERYL	09/23/1997
7.00	MACOMBER	LINDA	09/01/1997
6.00	BANYASZ	KATHERINE	12/21/1998
6.00	D'EMILIO	JACQUELINE	09/01/1998
6.00	HERBERT	PAMELA	09/01/1998
6.00	LACEY	LINDA	09/01/1998

6.00	RUSSO	LYNN	10/01/1998
5.00	AUNGST	LINDA	03/25/1999
5.00	BARAN	BARBARA	09/01/2004
3.00	GIBERSON	JAMES	09/04/2001
3.00	GRADISHER	KRISTINE	11/02/2001
3.00	POLIZZI	STEVEN	05/01/2001
3.00	ZEITLER	ROBERT	09/01/2001
2.00	BYLINSKI	DEBORAH	09/01/2002
2.00	GABRIEL	KELLY	09/23/2002
2.00	KELLY	JERILYN	09/01/2002
2.00	PLATT	CHARLES	02/16/2002
1.00	CANOVA	EUGENE	09/01/2003
1.00	CARVALHO	ANTHONY	05/02/2003
1.00	FOLEY	DEBRA	09/01/2003
1.00	JINKS	ALBERT	09/01/2003
1.00	JUDD	TERESA	09/01/2003
1.00	LAIDO	SUSAN	09/01/2003
1.00	LOUGHRAN	KATHLEEN	10/13/2003
1.00	O'KEEFE	ROBYN	09/01/2003
1.00	SIEBER	VERA	12/01/2003
1.00	ZDIRI	SAMI	10/13/2003
0.00	FICHTER	DEBORAH	09/01/2004
0.00	HAUSE	JOANN	09/01/2004
0.00	HIN	JUDITH	04/18/2005
0.00	KELLER	DONNA	09/01/2004
0.00	LALLY	CHRISTINE	09/01/2004
0.00	MARDIROSIAN	KELLY	05/01/2004
0.00	URSPRUCH	BRYAN	05/01/2004

NOTE: This Seniority List is for information purposes only, and the Board reserves its right, in the event of error, to correct the list according to Board policy and state law.

APPENDIX D

SPECIAL PROVISIONS RELATIVE TO

LAYOFF AND RECALL

In the event of a reduction in force, contracted employees who are affected by the reduction in force shall be accorded the following considerations:

- A. All employees affected by layoff shall be placed on a preferred status for substitute work in the district. Preferred status shall mean that the affected employee(s) shall receive the first call for substitute work by the district.
- B. In view of the employees experience and service to the district, such employees shall be paid one dollar more per run than the substitute rate.
- C. Drivers laid off shall be allowed to remain in the district fringe benefits plan at their expense, for a period not to exceed two years, providing carriers of the plans agree to accept these individuals.

APPENDIX E

SICK DAY BANK

A Sick Day Bank shall be established. Each employee covered by this Agreement will be given the option of participating. The decision shall be binding for the remainder of one's time in the district.

Each participant may voluntarily contribute **ONE** of his/her sick days to the bank. Each employee covered by this Agreement will be given ninety (90) calendar days in which to make the decision to join or not. This will constitute a pool of days upon which a participant may draw, as explained below:

1. A participant who has exhausted his/her days due to a protracted and verifiable illness may apply to the committee.
2. The participant must demonstrate a past record of non-abuse of sick day usage, as determined by the committee.
3. The committee may or may not award the days and may do so in not more than thirty (30) day segments. Re-application is necessary for each segment.

If the pool diminishes to the point whereby it is less than 30 percent of whole days in relation to the number of participants at a given moment, each of the participants will be asked to contribute one additional day (as determined by the committee). Should a participant at any time of replenishing opt **NOT** to continue, such action would constitute a withdrawal from the bank, losing any days thus far contributed.

Any participant, once having contributed a day (or more in cases of replenishment), may in no way retrieve any days thus far contributed.

The committee will be as follows:

1. Two participating drivers as selected by the unit (or appointed by the President).

2. The Superintendent (or his designee).
3. A member of the Board (or an administrator as so designated by the Board President).
4. The Board Business Official (or his designee).