

AGREEMENT

BETWEEN THE

HUNTERDON CENTRAL REGIONAL HIGH SCHOOL BOARD OF
EDUCATION

THE FLEMINGTON-RARITAN REGIONAL BOARD
OF EDUCATION

AND THE

HUNTERDON CENTRAL BUS
DRIVERS ASSOCIATION/NJEA/NEA

July 1, 2003 - June 30, 2006

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This Agreement is entered into this 1st day of July 2003 by and between the Joint Transportation Committee, hereinafter called the "JTC", comprised of the Boards of Education of the Hunterdon Central Regional and the Flemington/Raritan Regional District "Board", both of Flemington, New Jersey and the Hunterdon Central Bus Drivers Association, affiliated with NJEA/NEA herein after called the "Association".

ARTICLE 1

RECOGNITION

- 1.1 The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all bus drivers employed by the JTC and assigned to regularly scheduled runs, including bus drivers on leave, but excluding all other employees of the Board.
- 1.2 Unless otherwise indicated, the term "bus driver" when used hereinafter in this Agreement, shall refer to all employees represented by the Association, and references to male employees shall include female employees.
- 1.3 A bus driver is considered a probationary bus driver for the first (1) year of continuous employment.
- 1.4 The parties affirm, as required by existing statutes, to follow the policy of not discriminating against any employee on the basis of race, color, creed, national origin, age, religion, sex, disability, political affiliation, marital status, or membership in an organization with legal activities of any employee organization.
- 1.5 The Association accepts the requirement of the New Jersey Employer-Employee Relations Act as amended to represent equally all members of the above defined unit.

ARTICLE 2

NEGOTIATIONS PROCEDURE

- 2.1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 (NJSA 34:13A-1 et seq. as amended) in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than December 1st of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all employees, be reduced to writing and be signed, after ratification, by the JTC and the Association.
- 2.2 During negotiations, the JTC and the Association shall present all relevant data, exchange points of view and make proposals and counter-proposals.
- 2.3 Neither party in any negotiations shall have control over the selection of negotiation representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter-proposals in the course of negotiations.
- 2.4 Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be termed a side bar agreement, signed by the JTC and the Association.
- 2.5 Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to bus drivers covered by this Agreement as established by the rules, regulations and/or policies of the JTC in force on said date, shall continue to be applicable during the term of this Agreement.
- 2.6 The JTC agrees not to negotiate concerning said bus drivers in the negotiating unit as defined in Article 1 of this Agreement, with any organization other than the Association for the duration of this Agreement.

- 2.7 This Agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall 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 executed this Agreement.
- 2.8 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.
- 2.9 The parties agree to reopen negotiations if the jointure between Hunterdon Central Regional and Flemington-Raritan is dissolved during the term of this Agreement.

ARTICLE 3

BUS DRIVERS' RIGHTS AND RESPONSIBILITIES

- 3.1 Pursuant to Chapter 123, Public Laws 1974 (N.J.S.A. 34:13A-1 et seq. as amended), the JTC hereby agrees that every bus driver of the JTC shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of Law of the State of New Jersey, the JTC undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any bus driver in the enjoyment of any rights conferred by Chapter 123, Public Law 1974 or other Laws of the Constitutions of New Jersey and the United States; that it shall not discriminate against any bus driver with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the JTC of his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment

- 3.2 Nothing contained herein shall be construed to deny or restrict to any bus driver, administrator, or Board member such rights as he may have under New Jersey Laws or other applicable Laws and regulations. The rights granted to bus drivers hereunder shall be deemed to be in addition to those provided for in statute or in case law.
- 3.3 No bus driver shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- 3.4 Individuals associated with either the JTC, Administration and the Association will not discuss with the students or attempt to influence students' opinions in regard to any matter under discussion by the parties to the Agreement. This applies during school days and at school sponsored activities.
- 3.5 With the exception to the rights granted public employees under the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12b(8), any questions or criticism of a bus driver, Board member or administrator shall be made in confidence and not in the presence of students, parents or at any public gatherings.
- 3.6 Board members, employees and administrators shall be guided by the Code of Ethics of their respective organizations.
- 3.7 Bus drivers shall be notified when corrections are made to their time sheets. Notifications will be made in a timely manner.

ARTICLE 4

ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 4.1 The JTC agrees to furnish to the Association in response to reasonable requests from time to time all public information.
- 4.2 Representatives of the majority representative organization shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- 4.3 The Association and its representatives shall have the privilege to use the school buildings at all reasonable hours for meetings, except from 11:00 p.m. to 6:00 a.m., and except for holidays and weekends. A request to the Director of Operations shall be made in advance of the time and place of all such meetings.

- 4.4 The Association shall have the privilege to use school facilities normally available to bus drivers. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and will assume responsibility and cost, if any, for its proper operation and maintenance.
- 4.5 The Association shall have space to post notices on a bulletin board in the Transportation Department.
- 4.6 The Association shall have the privilege to use the mailboxes in the Transportation Department.

ARTICLE 5

GRIEVANCE PROCEDURE

5.1 Definitions

- 5.1.1. A "grievance" is a claim based on any of the provisions of this Agreement and/or past practice resulting from an event or condition which affects the terms and conditions of employment of a bus driver or group of bus drivers and/or the interpretation, meaning or application thereof.
- 5.1.2 An "aggrieved person" is the person or persons making the claim.
- 5.1.3 A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 5.1.4 The term "work days", when used in this Article, shall include all regular work days during the work year September through June and shall not include all holidays, weekends and days when the Districts are closed for all bus drivers.
- 5.1.5 An aggrieved person shall have fifteen (15) work days from the date of the occurrence or the first knowledge of said occurrence to initiate a grievance.

5.2 Purpose

5.2.1 The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may from time to time arise affecting the terms and conditions of employment of bus drivers. Both parties agree that those proceedings will be kept as informal as is mutually agreeable and confidential at every level of the procedure.

5.2.2 Nothing herein contained shall be construed as limiting the right of any bus driver or group of bus drivers having a grievance to discuss the matters informally with the Transportation Coordinator, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

5.3 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. Failure to initiate and process a grievance within the designated period of time at each step shall deem the grievance resolved. Failure to respond to a grievance within the specified time limits shall permit the grievance to advance to the next level. The time limits specified may, however, be extended by mutual agreement.

5.4 Levels of Appeal

5.4.1 Level One - Transportation Coordinator

A bus driver or group of bus drivers with a grievance shall first verbally identify the matter as a grievance and discuss it with the Transportation Coordinator either directly or through the Association's grievance representatives, with the objective of resolving the matter informally.

5.4.2 Level Two - Superintendent/Business Administrator

If the aggrieved person or group of persons is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) work days after the grievance was Discussed at Level One, the grievant must notify the Grievance Representative of his/her request to process a formal grievance within five (5) work days after the decision was made at Level One or ten (10) work days after the grievance was discussed with the Transportation Coordinator. The Association's Grievance Representative shall submit a written grievance to the Transportation Coordinator within five (5) work days after

receiving the request to process the grievance. If the grievance is not resolved to the satisfaction of the grievant or grievants within five (5) work days of its written submission to the Transportation Coordinator, then the Grievance Representative shall submit the written grievance to the Superintendent and/or Business Administrator within ten (10) work days of its written submission to the Transportation Coordinator.

The Superintendent and/or Business Administrator shall meet with the grievant and the Association's Grievance Representative to review the grievance within ten (10) work days of receipt of the grievance. The Superintendent or Business Administrator shall render a written decision within five (5) work days of said meeting. If no decision has been rendered or if the grievant is dissatisfied with the decision, the grievant may submit the grievance to the JTC within five (5) work days.

5.4.3 Level Three - JTC

The JTC shall review the grievance, assess all relevant information, see all pertinent documents and may hold a hearing. The JTC shall render a decision within thirty (30) days of receipt of the grievance.

5.4.3 Level Four – Arbitration

If the aggrieved person or group of persons is not satisfied with the disposition of his grievance at Level Three or if no written decision has been rendered within thirty (30) calendar days after the grievance was delivered to the JTC, he/she may request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious for further consideration, it must submit the grievance to the Public Employment Relations Commission for arbitration within ten (10) work days after receipt of the request by the aggrieved person and shall notify the JTC of such submission.

The Arbitrator so selected shall confer with the representatives of the JTC and the Association, hold hearings promptly and shall issue his decision not later than thirty (30) calendar days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The Arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make a decision which requires the commission of an act prohibited by Law or which is in violation of

the terms of this Agreement. The decision of the Arbitrator shall be submitted to the JTC and the Association and shall be final and binding on the parties.

- 5.5 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 JTC and the Association. Any other expenses incurred shall be paid by the party incurring the same.
- 5.6 Any party in interest may be represented at all stages of the grievance procedure by himself/herself or at his/her option by a representative from the Association or the NJEA. Following Level One, the Association may process a grievance through all levels of the grievance procedure even though the aggrieved person or group of persons does not wish to do so.
- 5.7 No reprisals of any kind shall be taken by either party, the JTC and/or representatives or Association and/or representatives, against any party in interest or other participant in the grievance procedure by reason of such participation.
- 5.8 Decisions rendered at Level Two, Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest.
- 5.9 All written grievances and decisions shall be filed in a separate grievance file, available to the Superintendent, the Association's grievance representatives and the aggrieved person or persons, and shall not be kept in the personnel file of any of the participants.
- 5.10 All grievances shall be filed on a designated grievance form.
- 5.11 No meetings or hearings under this procedure shall be conducted in public unless requested by the grievant, and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.
- 5.12 It is recognized by the parties that an award of an arbitrator is a public record.

ARTICLE 6

WORK DAY AND WORK YEAR

- 6.1 The work year shall be from September 1 through June 30, to be scheduled in conformity with the school calendar(s).
- 6.2 By August 15 of each year, two (2) copies of job packages, including a description of runs and times, shall be posted in the transportation department. Job packages shall be defined as including a.m. and p.m. runs. The total daily job packages, excluding mid-day runs, shall be rounded to the next higher quarter hour. A regular run package shall be for a minimum of four (4) hours. However, runs which cannot be assigned to regular drivers may occasionally require the creation of a job package of less than four (4) hours. In addition to the job package, all drivers shall be paid for a fifteen(15) minute bus pre check and a fifteen (15) minute bus clean up period per day.
- 6.2.1 All drivers shall be responsible for fueling their vehicle.
- 6.2.2 Job packages of less than four (4) hours route time may have additional runs added. Additional pay will not start until the driver is working more than four (4) hours per day.
- 6.2.3 The position of Driver Trainer shall be a posted position. The Driver Trainer shall be compensated at the driver's contracted rate. There will be no pay for training.
- 6.2.4 The position of School Bus Safety Instructor shall be a posted position. The School Bus Safety Instructor shall be compensated at the driver's contracted rate. There will be no pay for training.
- 6.2.5 Additional runs may be assigned during the "layover" time for which the driver is being paid. As an example (but not limited to) covering AM, M/S or PM sports shuttles.
- 6.3 Job packages shall be bid upon by bus drivers in seniority order at least two (2) work days following posting. Other regular runs will be bid upon in seniority order thereafter. Run selection meetings will be held between individual bus drivers and the Transportation Coordinator. All questions about runs will be answered at the meetings. Any bus driver who intends to retire prior to October 15th will not be entitled to use his/her seniority in selecting job packages and other regular runs, and must bid

last in the foregoing selection process for the year he/she is retiring.

- 6.4.1 In the event that there are new runs added or other runs that become vacant during the course of the work year, the most senior drivers shall have the opportunity to take the new run or other run, if his/her schedule makes performance of the run possible. Vacancies shall not result in lateral changes of schedule.
- 6.4.2 A driver's "picked runs" may not exceed seven and three quarter (7 $\frac{3}{4}$) hours. A driver's final adjusted schedule may not normally exceed 8 hours. Should the adjusted schedule exceed eight (8) hours at any point during the year, the driver must change the mid-day portion of his/her "run."
- 6.4.3 For the purposes of personal or sick time, a half-day shall be defined as a.m. or p.m. package for those drivers not having a mid-day. For those drivers having a mid-day run between 9:00 a.m. and 1:00 p.m., the day shall be divided as follows; one half day shall be either a.m. or p.m. run only and the other half day shall be a.m. or p.m. run including mid-day run. Any additional - mid-day time-off shall be deducted.
- 6.5 On days on which one or more of a bus driver's regularly scheduled runs result in a time conflict due to a calendar difference or an emergency change of schedule, no deduction will be made.
- 6.6 Each bus driver shall be paid to complete a dry run and attend a safety meeting prior to the opening of school. The dry run will begin at approximately the scheduled run time. The total dry run and meeting time shall be compensated.
- 6.7 Anytime between scheduled school runs of one hour or less, shall be paid at the regular school run rate. This section does not apply to mid-day runs (any run picked by driver that operates between 9 a.m. and 2 p.m.) after school activity or athletic runs or on early dismissal days.
- 6.7.1 Drivers shall be guaranteed a minimum of one (1) hour's pay for the "report time" in the event they get called back to cover an assignment after they have gone home or, after they have reported for work and are not needed. This hour is not in addition to time worked.

- 6.8 Any driver who physically works in excess of forty (40) hours in a regular contract work week (Monday through Sunday) shall be eligible for overtime. Overtime shall be paid at one and one half times the contractual rate, trip rate or meeting rate of pay, depending on the type of work being performed in excess of forty (40) contracted hours.
- 6.9 All overtime work shall be rounded to the next higher quarter hour for the purpose of payment.
- 6.10 All special runs including trips and athletics, shall be offered to available bus drivers on a rotating basis, as per the trip board procedure.
- No driver shall be assigned work that does not allow eight (8) consecutive hours off duty. No driver shall be assigned more than twelve (12) hours driving time in any twenty-four (24) hour day, as defined as 6:00 a.m. to 5:59 p.m. Duty time shall mean:
- a. any time operating assigned route (AM, mid-day, PM);
 - b. any time performing pre-trip and post-trip;
 - c. any time on an athletic or field trip, including driving time, and pre and post trip time;
 - d. any time performing any other work in the capacity, employ or service of the district;
 - e. any time performing any compensated work for a person or business who is not in district.
- 6.10.1 Weekend radio coverage is to be compensated at a rate of \$60.00 per day in '03-'04, \$62.00 per day in '04-'05, and \$64.00 per day in '05-'06. This job shall be a posted position. Written procedures will be developed and placed in the Driver's Handbook.
- 6.11 The time paid for any job package shall not be adjusted to a lower figure without notification to the driver. The driver may request a meeting, which shall be held, to discuss the change.
- 6.12 Bus drivers whose job package includes both a high school run and a middle school or elementary school run shall receive compensation for an extra one (1) hour on any day on which the high school has an early dismissal but the middle or elementary school has a regular day. No additional payment will be made if the driver does not do the high school run due to covering

another run.

- 6.12.1 If a run is cancelled because students are not going in on any given day, the driver shall be notified and given an alternative assignment for that day. Such assignment must fall within the realm of that driver's normal work assignment.
- 6.13 Double kindergarten runs shall be compensated for all time worked but not for less than one (1) hour.

ARTICLE 7

SICK LEAVE OF ABSENCE

- 7.1 All employees shall be entitled to ten (10) sick leave days each work year as of the first work day of each work year, whether or not they report for duty on that day.
- 7.2 In the first year of employment, employees hired after September 1 shall be entitled to a pro-rata of the days listed in 7.1 above based on their initial month of employment. Such days shall be credited upon initial employment.
- 7.3 The JTC reserves the right to require a certificate from a doctor in any case where a bus driver is absent for three or more consecutive days. In cases when an employee exhibits patterned or chronic absenteeism, a doctor's certificate may be required in order for the bus driver to be compensated for the day.
- 7.4 All bus drivers shall accrue sick leave from their initial date of continuous employment in the Hunterdon Central School District.

ARTICLE 8

TEMPORARY LEAVE OF ABSENCE

- 8.1 Bus drivers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each work year in addition to any sick leave to which the bus driver is entitled:

8.1.1 Two (2) days leave of absence for personal, legal business, or family matters which require absence during the work hours shall be granted to each employee. Application to the Transportation Coordinator for personal leave shall be made at least five (5) days before taking such leave (except in cases of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than he/she is taking it under this Section. It is understood that such personal leave shall not be used to extend vacations or for household and other routine matters which could otherwise be performed on days when work is not in session. Bus drivers may accumulate one unused personal day for use in the following year, or as accumulated sick day at the driver's option. Only one (1) personal leave day may be taken from September through January and the other personal leave day may be taken from February through June during the school year.

Personal days shall not be granted immediately preceding or immediately following a vacation or holiday.

8.1.2 Time necessary for appearances in any legal proceeding upon presentation of a subpoena or summons or in connection with the bus driver's employment or with the school system if the bus driver is required by Law to attend.

8.1.3 Up to five (5) consecutive days at any one time in the event of death of a bus driver's spouse, child, parent, brother, sister, and any other member of the immediate household living with the employee, and mother-in-law and father-in-law. In the event of the death of a relative not listed above, one (1) day shall be granted.

8.1.4 Time necessary for persons called into temporary active duty, not to exceed three (3) months, of any unit of the U.S. Reserves or the State National Guard. A bus driver shall be paid the difference between his/her regular pay and any pay which he/she receives from the State or Federal Government so there is no loss in pay.

8.1.5 In the event of jury duty, the JTC will reimburse a bus driver with the difference paid for jury duty and his/her salary so there is no loss of pay. A bus driver who is not selected for a panel or is dismissed by the court is to report to his/her immediate supervisor to perform his/her mid-day and/or afternoon runs.

- 8.1.6 One (1) day leave of absence shall be granted as a family illness day. The family is defined as spouse, parent, child and any other member of the immediate household living with the employee.
- 8.1.7 Other leaves of absence with or without pay may be granted by the JTC for any good reason, and extensions or renewals of leaves as outlined above may be granted by the Superintendent upon request.
- 8.2 Time away from the job during the school year without pay may be granted for personal reasons. This type of temporary leave of absence without pay may not normally be for longer than five (5) consecutive work days and shall not be taken more frequently than every other year. Temporary leave shall be given only once, every other year, and shall be anytime from two (2) to five (5) days.

ARTICLE 9

EXTENDED LEAVE OF ABSENCE

- 9.1 The JTC shall provide leaves of absence for any bus driver of the district whose absence from duties is due to a physical or mental disability in accordance with the provisions listed below. This provision does not provide paid sick leave of absence beyond that established in Article 7.
- 9.1.1 A bus driver requesting such leaves who has an actual or an anticipated disability shall present to his/her supervisor a written statement from his/her physician (as soon as possible) indicating the nature of the disability, the date or estimated date of actual disability, and the anticipated date of return to work.
- 9.1.2 Prior to returning to work, the bus driver shall be required to submit a physician's statement that the bus driver is physically or mentally fit to return to his/her assigned duties as a bus driver.
- 9.1.3 If the district is not satisfied with the statement from the bus driver's physician as to disability or return from disability, it may require a review and examination by the school physician or a physician selected by the District. In the event the physician appointed by the district offers a contrary opinion to that of the bus driver's physician, both parties shall agree that an impartial

third physician shall be selected whose medical opinion shall be binding on the issues of physical or mental capacity to continue in the performance of duties. If, as a result of such examination, the bus driver is found to be fit to perform assigned duties, he/she shall do so.

- 9.1.4 If as a result of such examination, the bus driver is found to be unfit to perform assigned duties, the bus driver shall be placed on a mandatory sick leave with such compensation which he is entitled and disability provisions of this Agreement, under the sick leave and disability provisions Agreement, until a recommendation to return to work is provided to the JTC by the third physician.
- 9.2 A bus driver shall not be advanced on the salary schedule unless he/she has physically worked at least ninety (90) days during the contract year in which the leave of absence was taken.
- 9.3 Other extended leaves of absence with or without pay may be granted by the JTC or by the Superintendent with the approval of the JTC for good cause. Such requests shall not be arbitrarily denied. Denial of such leave shall not be the basis for a grievance.
- 9.4 All benefits to which a bus driver was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave shall be restored to him/her upon his/her return, and he/she shall be assigned to a comparable position to that held prior to the leave.
- 9.5 All extensions or renewals of leaves shall be applied for in writing to the Superintendent within thirty (30) days prior to the expiration of such leave.
- 9.6 The JTC shall comply with applicable provisions of state and federal law for eligible employees requesting family leave pursuant to such laws.
- 9.6.1 The JTC shall comply with applicable provisions of state and federal law for eligible employees requesting family leave pursuant to such laws. The JTC shall grant a leave of absence for medical reasons associated with pregnancy and birth to bus drivers on the same terms and conditions governing leaves of absence for all other disabilities as outlined in 9.1 above. It is recognized that a bus driver's maternity leave involves both a

disability and a childcare phase.

- 9.6.2 The disability phase is that period of time both prenatal and postnatal during which a physician certifies in writing inability to work.
- 9.6.3 The bus driver shall provide sixty (60) days notice to the JTC in writing specifying the date on which the doctor certifies inability to work to commence the disability leave and the date on which the doctor certifies ability to return to work after the birth. The bus driver's accumulated sick leave must be used before the disability phase.
- 9.6.4 The child care phase is that period of time selected by the bus driver which follows the disability phase and/or birth of the child. Such maternity leave shall be an unpaid leave of absence for the remainder of the school year in which the birth of the child took place. Notification of child rearing leave must be made in writing at least one (1) month prior to the starting date for such leave and should indicate the anticipated starting date and ending date of such leave.
- 9.6.5 Any bus driver adopting a child may receive similar leave which shall commence upon receiving custody of such child or earlier if necessary to fulfill the requirements of the adoption.

ARTICLE 10

SENIORITY

- 10.1 For those bus drivers in the bargaining unit covered by this Agreement, seniority shall be based upon the length of continuous service by initial month of employment under contract in the JTC. Seniority will be a factor considered by the JTC in promotions and demotions. It is understood, however, that the JTC will also consider efficiency and capability. Seniority will be the only factor for layoffs and recalls after layoffs within the unit.
- 10.1.1 No seniority shall be recognized during any period of suspension without pay. However, any employee who has been absolved and/or has their pay reinstated shall also have their seniority recognized for that period.

- 10.1.2 Seniority numbers for full time employees will be assigned at the time of Board approval of employment and shall remain with the employee for his/her term of employment.
- 10.2 No bus driver shall acquire any seniority rights until he/she has been continually employed by the JTC for one (1) year. Upon successful completion of this probation period, seniority shall relate back to the initial month of hire by the JTC.
- 10.3 All job packages which become vacant during the work year must be posted for five (5) consecutive work days on the designated Association bulletin board. The job posting shall include the description of runs and times and effective date for filling the vacancy. The most senior bus driver who applies to the Transportation Coordinator for the vacancy shall be transferred to that vacancy. All interested drivers will be present when the position is awarded. The other drivers may then select the just-vacated position in seniority order. This procedure for interested drivers will be repeated one time. The vacancy created by this third selection will be filled by a new contractual employee. Lateral transfers will not be permitted.
- 10.4 The Transportation Coordinator shall have the right to temporarily transfer bus drivers to meet emergencies and other unusual requirements, with no reduction in pay.

ARTICLE 11

DISCIPLINE OR DISMISSAL

- 11.1 A probationary bus driver may be disciplined or dismissed for any reason considered justifiable by the Transportation Coordinator. Notification of discipline or dismissal shall include a written statement of reasons for non-reemployment. Within five (5) calendar days of receipt of notification of dismissal, the bus driver may request in writing a meeting to discuss the termination with the Superintendent of Schools. The Superintendent shall schedule a meeting within five (5) calendar days of receipt of the written request from the bus driver. The Superintendent must notify the bus driver in writing of his final determination within three (3) days of the meeting. Any disciplinary action of a probationary bus driver shall not be subject to the grievance procedure of this Agreement.

- 11.2 Violations of JTC policy, rules or regulations shall be cause for disciplinary action as outlined below when just cause exists. Employees shall have the right to dispute any charge or alleged violation and may appeal such action through the grievance procedure provided under this Agreement. There shall be three (3) separate penalties applied when it is necessary to impose discipline on any of the employees of the JTC.
- 11.2.1 Oral reprimand, with the filing of an incident report stating time, date and incident; signed by the employee and the supervisor.
- 11.2.2 A written reprimand to be placed in the employee's personnel file to be applied in the case of minor offenses. The JTC shall furnish the employee and the Association with a copy of the reprimand. The employee shall be required to sign the file copy for the sole purpose of acknowledging receipt of a copy. Employees may attach a rebuttal to any reprimand that will be placed in their personnel files.
- 11.2.3 Suspension from work (without pay) for periods varying from one (1) to fifteen (15) days, according to the gravity of the offense and the previous record of the employee concerned to be applied in cases of a first serious offense or continued or repeated minor ones.
- 11.2.4 The JTC may bypass any step of this procedure.
- 11.2.5 In connection with this section, including but not limited to such practices as are listed below shall subject any bus driver engaging in such activities to immediate suspension or discharge:
1. Stopping work prior to the end of a shift or run.
 2. Absence from a work station without permission.
 3. Complete disregard to the rules and regulations as set forth by the Supervisor of Transportation.
 4. The possession and/or consumption of any alcoholic beverage, illegal drugs or other substance which may impair the work performance of any bus driver.
 5. Incompetency, inefficiency or failure to perform duties.
 6. Insubordination
 7. Inability to perform duties.
 8. Chronic or excessive absenteeism or lateness.

9. Conviction of a crime.
10. Conduct unbecoming an employee in the public service.
11. Harassment in any form.
12. Neglect of duty.
13. Misuse of public property including motor vehicles.
14. Unacceptable behavior towards superiors, fellow employees or students.
15. Physical assault.
16. Other sufficient causes.

11.3 If a bus driver is required to attend a meeting with the JTC, Superintendent or a designated representative for the purpose of discipline, he/she will be so advised and may have an Association or NJEA representative present during such a meeting.

11.4 In the event of termination of employment by the bus driver or by the JTC, ten (10) working days notice shall be given except when the discharge is for cause.

ARTICLE 12

EMPLOYMENT PROCEDURES

12.1 Drivers shall be notified of their contract and salary status for the ensuing school year no later than June 1 of the preceding year.

12.2 Offers of summer employment to drivers shall be made in seniority order, specifying their terms and conditions of that employment. Every effort will be made to post summer jobs by the end of June.

ARTICLE 13

SALARY DEDUCTIONS

13.1 Upon the request of the Association, the JTC shall deduct a representation fee from the wages of each bus driver who is not a member of the Association.

13.2 Upon written notice to the Business Administrator, these deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after canceling their membership in the Association.

- 13.3 The amount of said representation fee shall be certified to the JTC by the Association annually during the month of August, which amount shall not exceed eighty-five (85%) percent of the regular membership dues, fees and assessments charged by the Association to its members.
- 13.4 The Association agrees to indemnify and hold the JTC harmless against any liability, cause of action, or claims of loss, whatsoever arising as a result of said deduction.
- 13.5 The JTC shall remit the amounts deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.
- 13.6 The Association shall establish and maintain at all times a demand and return system as provided by NJSA 34:13A-5.4(2) (c) and (3) (L.1979 c.477) and membership in the Association shall be available to all bus drivers in the unit on an equal basis at all times. In the event the Association fails to maintain such a system, or if membership is not so available, the JTC shall immediately cease making such deductions.

ARTICLE 14

BUS DRIVER PROTECTION

- 14.1 Bus drivers shall not be required to check fluid levels or to wash buses.
- 14.2 Bus drivers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- 14.3 In the absence of a certified person, a bus driver may use reasonable force as necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to the person or within control of a pupil, as established in 18A:6-1.
- 14.4 The JTC shall provide legal assistance in the event of any assault upon the bus driver while acting in the discharge of these duties.
- 14.5 Bus drivers shall immediately report cases of assault suffered by them in connection with their employment to their immediate supervisor.

ARTICLE 15

INSURANCE PROTECTION

- 15.1 The JTC will provide contributory and non-contributory individual and full family insurance coverage as provided for the Hunterdon Central teaching staff including any improvements or loss of benefits, for all bus drivers whose contract schedule includes twenty (20) or more hours per week.
- 15.2 An overview of benefits provided in 15.1 above shall be distributed to all new bus drivers upon hire.

ARTICLE 16

SALARIES

- 16.1 The salaries of all bus drivers covered by this Agreement are set forth in Schedule A, which is attached hereto and made a part of hereof.
- 16.2 All bus drivers shall be placed on guide and shall move in accordance with the salary implementation schedule.
- 16.2.1 School bus drivers who have resigned from a full time position at Hunterdon Central/Flemington-Raritan and are rehired within two (2) years of the resignation date, and successfully complete mandatory training, shall be placed at the step closest to, without exceeding, the last hourly rate that they were receiving when they resigned. In terms of seniority, returning full-time drivers must start over.
- 16.2.2 JTC Substitute drivers who accept full-time regular positions will receive one (1) year regular credit for every two (2) years in which at least 90 days of both AM and PM routes were worked as a substitute for the JTC.
- 16.3 Bus drivers shall be paid on the 15th and 30th of each month.
- 16.4 When a payday falls on or during a school holiday, a personal vacation day, or weekend, bus drivers shall receive their paychecks on the last previous working day on which the banks are opened, provided the checks are available from the computer.

- 16.5 Adjustments in pay shall be made in the pay period following the pay period during which the signed time sheet is submitted, provided drivers have submitted all necessary paper work including corrected route sheets and times.

ARTICLE 17

BENEFITS

- 17.1 The JTC agrees to provide a Retirement Benefit as follows:
- 17.1.1 All bus drivers who have accumulated a minimum of forty (40) unused sick days at the time of retirement from the district and who are collecting pension benefits pursuant to Title 18A:66-1 et seq. "Teacher Pension and Annuity Fund" or "Public Employee Retirement System" are eligible.
- 17.1.2 No bus driver shall be entitled to the Retirement Benefit upon returning from a leave of absence , other than sick leave, until said bus driver has completed a minimum of ten (10) months work.
- 17.1.3 Each eligible driver shall receive a Retirement Benefit of one (1) day's salary (a benefit day) for each three (3) days accumulated unused sick leave but not to exceed fifty-five (55) benefit days. The method of calculating the rate shall be at the hourly rate paid at the time of retirement and on the basis of the longest regularly scheduled work-day in the last three years of employment.
- 17.1.4 Retirement Benefit payments shall be made in a lump sum in the month following the retirement of the employee unless the employee requests a later day.
- 17.2 The JTC agrees to provide a Sick Day Benefit as follows:
- 17.2.1 A stipend of three hundred dollars (\$300.00) shall be given to a full time bus driver who has acquired seventy (70) unused accumulated sick days at the close of the work year in which said bus driver has accumulated seventy (70) days. The stipend shall be given to any particular bus driver only once.

- 17.2.2 A stipend of three hundred dollars (\$300.00) shall be given to a full time bus driver who has acquired one hundred and ten (110) unused accumulated sick days at the close of the work year in which said bus driver accumulated one hundred and ten (110) days. The stipend shall be given to any particular bus driver only once.
- 17.3 Every bus driver who has perfect attendance shall receive a one thousand dollar (\$1000) U.S. Savings Bond. For the purposes of this contract perfect attendance shall mean:
- a) Present and available for work 179 days
 - b) Performance of all picked runs for 179 days
 - c) No preventable accidents
 - d) Attendance at all mandatory meetings (meetings missed may be made up)
 - e) No worker compensation claims.
- 17.3.1 Probationary drivers, having perfect attendance (179 days), shall have completed the following safety training in order to receive the perfect attendance bonus: all pre-service training plus evacuation procedures, universal precautions, harassment, NSC Defense Driving Program and handbook.

ARTICLE 18

JTC RIGHTS

- 18.1 The JTC and the Association agree that except as modified by Law and this Agreement, JTC has the right: To direct bus drivers of the school district; to hire, assign, retain or discharge bus drivers of the school district; to maintain efficiency of the school district operation entrusted to it; and to determine methods, means and personnel by which such operations are to be conducted.
- 18.2 The JTC shall adopt and post reasonable rules and regulations as it may desire, provided that these rules and regulations are not contrary to or in conflict with this Agreement.

ARTICLE 19

SUBSTANCE ABUSE TESTING

- 19.1 The JTC may require a bus driver to be tested for alcohol or drug abuse under the following circumstances. The JTC shall pay for the cost of drug testing in accordance with federal requirements as follows:
- a) Pre-employment
 - b) Time of accident
 - c) Random
 - d) Return to work
 - e) Due cause.

ARTICLE 20

MISCELLANEOUS PROVISIONS

- 20.1 This Agreement constitutes the JTC and Association policy for the term of said Agreement, and the JTC and Association shall carry out the commitments contained herein and give them full force and effect as the JTC and Association policy.
- 20.2 If any provisions of this Agreement or any application of this Agreement to any bus driver or group of bus drivers 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.
- 20.3 Any individual contract between the JTC and an individual bus driver, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 20.4 The JTC and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of bus drivers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origins, sex, age, domicile, or marital status.

20.5 Copies of this Agreement signed and duly executed shall be reproduced at the expense of the JTC within thirty (30) days after the agreement is signed. Copies of the Agreement shall be presented to all bus drivers now employed, hereafter employed or considered for employment by the JTC.

20.6 Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter at the following addresses:

If by the Board to the Association:

President

Hunterdon Central Bus Drivers Association

Hunterdon Central High School

Flemington, NJ 08822

If by the Association to the Board:

Secretary

Board of Education

Hunterdon Central High School

Flemington, NJ 08822

ARTICLE 21

DURATION

- 21.1 This Agreement shall be effective for three (3) years, 2003-2004; 2004-2005; and 2005-2006.
- 21.2 Negotiations on a successor Agreement shall commence as provided for in Article 2. Discussions on the general operation of Hunterdon Central are appropriate at any time.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives.

Hunterdon Central Regional H.S.
Bus Drivers Association

Hunterdon Central Regional H.S.
Board of Education

By _____
President

By _____
President

By
Secretary

Flemington Raritan Regional Board
of Education

By
President

By _____
Secretary

By _____
Secretary

Date _____

Date _____

SCHEDULE A

SALARIES

1. Bus Driver's hourly rates shall be as follows:

					3/25/03
2003-2004 Step	2003-2004 Rate	2004-2005 Step	2004-2005 Rate	2005-2006 Step	2005-2006 Rate
1	14.75	1	15.00	1	15.50
2	15.00	2	15.50	2	15.75
3	15.75	3	16.00	3	16.00
4	16.50	4	18.00	4	17.75
5	18.25	5	19.75	5	19.75
6	21.00	6	21.25	6	21.50

2. The appropriate hourly rate shall be paid for all time worked in addition to any time otherwise identified in the Agreement. All drivers start on Step One.
3. Inspection, errands and classroom training rate of pay shall be: \$13.00 per hour.
4. The trip rate of pay shall be: \$14.50 per hour.
5. Every other year, bus drivers shall submit to a medical examination conducted by the school medical inspector at no cost to the driver.
6. Summer work shall be paid in accordance with this schedule with a four (4) hour guarantee time worked including one-half (1/2) hour for pre-post trip check.