

**BORDENTOWN REGIONAL SCHOOL DISTRICT
BORDENTOWN, NEW JERSEY 08505**

2007-2008
2008-2009

TRANSPORTATION ORGANIZATION
NEGOTIATED AGREEMENT

ARTICLE I
RECOGNITION

The Board of Education of the Bordentown Regional School District in the County of Burlington hereby recognizes the Bordentown Regional Transportation Organization as the majority representative for collective negotiations concerning the terms and conditions of employment for all transportation personnel including drivers and aides.

ARTICLE II
NEGOTIATIONS PROCEDURES

- A. The parties agree to enter into collective negotiations in good faith in an effort to reach agreement on matters concerning the terms and conditions of employment of the transportation personnel.

When an agreement is reached on the terms and conditions of employment, it shall be embodied in writing and signed by the authorized representatives of the Board of Education and representatives of the transportation organization.

- B. During negotiations, the Board and transportation personnel may present relevant data concerning points of view and may make proposals and counterproposals. It is agreed that once a proposal is made by either party, no new additional topics will be made the subject of negotiations unless they are agreed to by both parties.
- C. The negotiating representatives of either party shall be designated solely by the party they represent. Transportation representatives shall consist of two (2) drivers and one (1) aide and shall be elected at the beginning of a contract and remain as representatives for the duration of the agreement. A representative can be removed at any time by a majority vote of the association.
- D. Both parties mutually pledge that their representatives shall be endowed with all necessary power and authority to make proposals, consider proposals and made counterproposals in the course of negotiations. It is understood that final ratification of all items contained within the tentatively agreed upon contract must then be ratified by a majority of the group represented by the

negotiators of the transportation organization and by a majority of the Board of Education.

Both parties agree that during the period of negotiations, information or publicity regarding the negotiations will consist of a joint statement.

ARTICLE III
INDIVIDUAL GRIEVANCE PROCEDURE

Transportation personnel shall have the right to appeal through administrative channels the application of policies and administrative decisions affecting his/her employment. With respect to any personal grievances, the individual shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting any appeal.

- A. Transportation personnel who have a grievance shall discuss it first with the Transportation Supervisor in an attempt to resolve the matter informally at that level.
- B. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, s/he shall set forth his/her complaint in writing to the Business Administrator. The Business Administrator shall communicate his/her decision to the employee in writing within three (3) school days of receipt of the written complaint.
- C. The employee may appeal the Business Administrator's decision to the Superintendent. This appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the Business Administrator and the Transportation Supervisor and shall confer with the concerned parties. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the employee and the Business Administrator.
- D. The employee may appeal the Superintendent's decision to the Board of Education. This appeal to the Board of Education must be made in writing and must set forth the grounds upon which the grievance is based. The Board of

Education shall request a report on the grievance from the Superintendent and the Business Administrator and shall confer with the concerned parties. The Board of Education shall attempt to resolve the matter as quickly as possible, but within a period not to exceed thirty (30) days. The Board of Education shall communicate its decision in writing, along with supporting reasons, to the employee, the Superintendent and the Business Administrator. The decision of the Board of Education is final.

ARTICLE IV
RESPONSIBILITIES

A. SUPERVISION AND WORK ASSIGNMENT

1. All Bordentown Regional Transportation employees covered by this agreement are directly supervised by the Transportation Supervisor.

B. WORK SCHEDULE

1. The work year shall be 180 days - calendar to be based on school or district assignment. (Two (2) additional required workshop days each year may be scheduled by the Transportation Supervisor and will be paid at extra pay rate. One (1) of the additional required workshop days will be the last Monday in August when drivers must report to work for the purpose of choosing runs for the year and for a mandatory wheelchair/lift training. Any driver or aide not attending on that day must use a sick, personal or family illness day. One (1) additional day may be scheduled as a workshop day with at least four (4) weeks notice to those required to attend.) Mandatory workshops will not be scheduled on holidays or holiday weekends.

2. Regular contracted work day shall be 4 hours/day for drivers; hours for transportation aides will be based on need. The schedule for aides will be assigned by the Transportation Supervisor. Aides may request a run, but the final decision is made by the Supervisor.

3. Drivers and aides for summer work will be selected based on seniority from those requesting it. In case of emergency, other drivers may be called to fill in.

C. MISCELLANEOUS - ALL RUNS SCHOOL YEAR

1. The seniority list will be reviewed annually by the Supervisor and presented to the Association.
2. On the last Monday in August of each school year, all contracted bus runs will be posted and bid on according to seniority. If a driver must be absent, it will be his/her responsibility to have another driver pick their desired run. If no pick arrangement or call out is made, the absent driver or drivers will be assigned the last remaining run or runs by the Transportation supervisor. Openings after the beginning of the school year will be assigned by the Transportation Supervisor.
3. Drivers and aides are contracted by hours, not by routes. Routes are subject to change as conditions require. Drivers will need to do a trial run before the start of their contract as per the appropriate school calendar. Drivers will be paid at substitute rate for this time.
4. Drivers whose runs are not scheduled on a specific day shall, upon request, be called to substitute. These drivers shall be paid at substitute rate. Days worked as a substitute do not count toward fulfillment of 180 day contract.
5. Drivers whose run is cancelled due to student absenteeism shall report for the regular work day and will be assigned work by the Transportation Supervisor. Days when the run is cancelled due to student absenteeism count toward the fulfillment of the 180 day contract. Drivers who do not report to work on these days must take a personal or other leave day.
6. In the event a trip or late run cannot be covered by voluntary sign up, the last five (5) contracted drivers hired will be selected on a rotating basis to cover said trip/run. It will be the Transportation supervisor's responsibility to maintain the rotating work list.
7. Drivers must be familiar with and capable of safely driving all vehicles owned by the Transportation

Department and must accept work using the vehicle assigned by the Transportation Supervisor.

8. Out of district drivers may not come off their contracted runs to do field trips or athletic trips. Out of district drivers are all runs that transport students to a school in another district/town.

D. BUS OPERATORS - DAILY RESPONSIBILITIES

1. Report at least 15 minutes prior to scheduled departure time, allowing sufficient time to perform vehicle inspection, complete State mandated check list, fill out mileage sheets and be on time for contracted route. The pre-trip inspection time is part of the contracted four-hour day.
2. Sweep out bus on a daily basis. Drivers and aides are required to maintain cleanliness on the bus at all times.
3. Attend all meetings called by the State Department of Education (Transportation), County Superintendent Transportation Supervisor, Business Administrator or Superintendent.
4. Follow only those routes and stops approved by the Board of Education and County Superintendent of Schools.
5. Complete State mandated daily checklist neatly and completely front and back.
6. Any mechanical problem must be reported to the Mechanic immediately on an approved work order form and must correlate with the State mandated checklist.
7. All disciplinary problems must be reported, on a provided form, to the Transportation Office and the Building Principal or designee of the school which the student attends within 24 hours of the occurrence.
8. Any accident, regardless of how minor, involving a vehicle or a passenger on any vehicle, must be reported immediately to the Transportation Supervisor, followed by completion of a written accident report

upon return to the Transportation yard. Forms are provided in the Transportation office. No bus directly involved in an accident is to be removed from an accident scene until an investigation is made by the proper police authorities and their permission is granted to move the bus.

9. Smoking is not permitted on the bus at any time. Eating and drinking are not permitted on the bus while transporting students.
10. A daily transportation report will be kept on a form provided and will include miles and tenths for runs and the school(s) involved.
11. Fuel bus at one-half tank or as assigned.
12. Drivers and aides shall be responsible for checking to see that no children or articles are left on the bus.

ARTICLE V
BENEFITS

A. SICK AND PERSONAL LEAVE (FULL-TIME EMPLOYEES)

1. Twelve (12) days sick leave. Sick days shall be prorated for transportation members employed for less than a full school year. Unused sick days shall be accumulated from year to year with no maximum limit.
2. Three (3) days personal leave.
 - a. Personal leave is to be taken for personal business that can be done only during work time.
 - b. Request for approval shall be submitted in writing to the Transportation Supervisor at least twenty-four (24) hours in advance for personal days. No more than two (2) drivers may have requests granted for any given day. No personal days are permitted during the first five (5) days of school or during the last five (5) days of school.

- c. Paid personal days will not be granted on days immediately preceding or following scheduled holidays; also will not be granted at a time when absence seriously hinders the operation of the school or services to students.
3. Illness in nuclear family (up to three (3) days maximum per year. Nuclear family shall mean parent, spouse, child, and household members.
4. Up to five (5) days personal leave per occurrence for death in the immediate family. Immediate family shall mean spouse, parent, child, brother, sister, grandparent, mother/father-in-law, brother/sister-in-law, son/daughter-in-law, and other household members.
5. Any sick, personal or family illness days must be taken in at least half-day increments, regardless of total hours worked in the morning or afternoon.
6. Unused personal leave days will be converted to available sick days.
7. All accumulated sick days will go to the employee's estate in the event of the death of the employee.
8. Pay for unused sick leave upon retirement or leaving the system:
 - a. An employee hired before June 30, 1993, will have the following formula:
 - (1) 0 - 50 days = \$25/day
 - (2) 51 - 125 days = \$35/day
 - (3) 126 days+ = per-diem rate/day

Per diem rate shall be 1/240th for twelve-month contracts, 1/180th for ten-month contracts.
 - b. An employee hired after June 30, 1993, will have the following formula:
 - (1) Reimbursement is \$20 per day.
 - (2) Only days accumulated over twenty-five (25) are eligible.
 - (3) Payment for unused sick leave will be a maximum reimbursement of \$2,500.

9. The Board shall pay any association member who has perfect attendance during a contract year \$300. Perfect attendance will include all days except death in the immediate family, one (1) family illness day, and personal days taken for religious reasons.

B. HEALTH INSURANCE

Full-time (at least 20 hours/week) transportation personnel shall have the option of obtaining through the Board of Education at the Board's expense the following insurance coverage:

1. The Board shall provide to eligible employees and their dependents, at no cost to the employee, the State Health Benefits Plan (SHBP) insurance package.
2. Employee Dental Insurance - Transportation personnel shall receive single coverage at the cost of the district and may receive dependent coverage at the employee's expense.

C. CLOTHING ALLOWANCE

Each driver and aide is eligible for up to a \$200 allowance every three years at the beginning of the contract to be used for the purchase of outerwear. Outerwear shall be in school colors with samples provided by the Transportation Supervisor or the Business Administrator. Orders will be placed through the Business Administrator, and the district will be billed directly. Any employee ordering outerwear must wear it while on duty given appropriate weather conditions. Any employee hired after July 1 of the second year of the contract must wait until a new contract is negotiated in order to receive outerwear.

ARTICLE VI
OTHER TERMS AND CONDITIONS

A. EMPLOYMENT

1. A substitute driver can gain driver seniority at the rate of two (2) years of substitute driving work equaling one (1) year of seniority, provided the substitute has worked at least 90 days per year. The seniority is accrued when a regular contract is

accepted. All years served as a bus driver will be directly accrued. Aides do not accrue driver seniority, but accrue seniority as aides at the same rate as a driver. Years served within the transportation department in a position which requires a bus driver's license will accrue seniority at the rate of one (1) year = one (1) year of driving seniority. In all cases, initial placement on the guide at the time of employment will be at the discretion of the Board of Education.

2. The Board of Education shall repay all fees levied on drivers by the state for testing, upgrades, renewals, fingerprints (every four years) and license after a driver has been employed for sixty (60) days. A driver hired by the District holding the necessary credentials (licenses and endorsements) shall not be reimbursed until the time of renewal.
3. A physical examination shall be required of all new employees and every two years thereafter as required by law. Employees will have the option to have the physical done by the school physician, at Board expense, or they may choose a doctor of their choice and pay the applicable fee charged by their insurance carrier and will not be reimbursed by the Board for any charge or co-payment involved. A T.B. test will be administered at the Board's expense as required.
4. The Hepatitis Series will be offered to all transportation employees at the Board of Education's expense.
5. Reduction in force will be accomplished on a seniority basis.
6. Thirty (30) calendar days termination notice is required by either party.
7. Any motor vehicle violation is the responsibility of the driver, and further action will be taken in accordance with Section B. All motor vehicle fines for incomplete/incorrect paperwork for which the driver is responsible will be assessed to the individual driver.

8. An aides' seniority list will be established for mid-day, extra or summer work and shall have no bearing on regular contracted runs. This list shall apply only when all factors are viewed as equal in the eyes of the administration. The Transportation Supervisor and Business Administrator will have the right not to grant a mid-day, extra or summer run to an aide who chooses it from seniority and is not suited for the run.

B. SUSPENSIONS

Up to three (3) days suspension without pay may be given to any driver for the following:

1. Speeding: All drivers are to follow the posted speed limit.
2. Failure to obey any other State or local traffic regulations in or out of the District.
3. Changing stops and/or routes previously approved by the Board of Education and County Superintendent without the express permission of the Board of Education.
4. Failure to renew license as required by State Statutes. Also, a failure to comply with any other directive from the Board of Education, Superintendent, and/or Business Administrator.

C. WORKING CONDITIONS

1. All extra runs must be posted no later than 9:00 a.m. on the morning of the event whenever possible, unless it is an emergency situation, and all drivers given the opportunity to sign up for the work. All emergency slips are to be dated and time stamped and show when the work will be assigned. Runs will be assigned on the basis of seniority to drivers under the twenty (20) hour per week straight time extra pay limit whenever possible. All mid-day runs, whether contracted or not, will count toward the twenty (20) hours. Seniority lists developed by the operators' unit will be used for the purpose of run assignment, selection, etc.

2. Failure to report for an extra run may result in ineligibility to sign up for extra work for a minimum of one month. Repeat violations will result in ineligibility for the remainder of the school year. Extenuating circumstances will be reviewed individually.

ARTICLE VII
SALARIES

A. HALF-DAYS

On half-days when drivers and aides are required to return in addition to their AM/PM run, pay shall be at contracted hourly rate prorated for actual time worked, after a guaranteed minimum of (1/2) one-half hour. All time worked on half days counts toward the four hour requirement, and only time in excess of contracted four hours will be paid.

B. EXTRA PAY

Extra pay shall be paid for all hours worked over and above four hours per day for runs other than contracted runs. Drivers will report at least fifteen (15) minutes early for High School, Middle School, Clara Barton, Peter Muschal, MacFarland and runs after school hours.

C. ADDITIONAL DAYS

Drivers' and aides' regular contracted runs are scheduled for 180 days in accordance with the calendar of the school where the students on their run are transported. In the event that a conflicting calendar requires a driver to work in excess of 180 days, that driver and/or aide shall be paid their contracted rate for the actual time worked on additional days, with a minimum of one (1) hour paid.

D. EXTENDED SCHOOL YEAR SPECIAL EDUCATION RUNS

Runs for special education extended school year programs will be paid at regular contracted rate.

E. SCHEDULE OF PAYMENTS

1. Transportation Department members shall be paid on the 15th and 30th of each month. Paycheck distribution

will be based on 20 equal pays for ten (10) month employees and 24 equal pays for twelve (12) month employees.

When a payday falls on or during a holiday or weekend, members shall receive their paychecks on the last previous working day. For the winter and spring recess, checks will be deposited for use on the preceding weekday of the 15th or 30th falls on a weekend.

10-month employees shall receive their final paychecks on their last contracted working day in June.

2. Extra pay will be paid on regularly scheduled paydays providing proper vouchers have been filed on time and these must be approved by the Transportation Supervisor and Business Administrator.

F. MISCELLANEOUS

1. Drivers in training (for license and learning runs) will receive Federal minimum wage per hour during this period. Regular contracted drivers serving as new driver trainers will receive their regular contracted rate for all training runs.
2. Drivers for extra pay runs will be paid one (1) hour for any extra work which is cancelled after the bus driver's arrival. If drivers/aides report to work as scheduled and school is cancelled or delayed upon their arrival, they will be paid one (1) hour contract rate pay.
3. Unpaid leave:
 - (a) Thirty (30) calendar days' notice is required for an unpaid leave.
 - (b) An unpaid leave is considered an absence and not counted toward seniority when it exceeds ninety (90) days in a school year.
4. Any job vacated for ninety (90) days will be filled by a contracted employee.

5. If a regular contracted driver on an out-of-district approved bonus pay run is pulled off his/her run due to an administrative decision, said driver will not lose the bonus pay.
7. Contracted substitute drivers will be placed on the appropriate step of the salary guide.
8. Any member of the Transportation Department shall have the right, upon request, to review the contents of his/her personnel file. After review, the member has the right to request removal and/or respond in writing to material contained therein, and such response shall be included in the file. Copies of material in a member's personnel file will be supplied within twenty-four (24) hours to the member concerned at the members on expense if requested in writing. The determination for retention of documents (other than the written answers referred to above) in personnel files resides with the Superintendent. A written answer shall be removed only when the material to which it is attached is removed.

SALARY GUIDES 2007-2009

DRIVERS STEP

	<u>2007-2008</u>	<u>2008-2009</u>
1	\$14,055	\$14,477
2	\$14,175	\$14,600
3	\$14,295	\$14,724
4	\$14,415	\$14,847
5	\$14,535	\$14,971
6	\$14,655	\$15,095
7	\$14,775	\$15,218
8	\$14,895	\$15,342
9	\$15,015	\$15,465
10	\$15,135	\$15,589
11	\$15,255	\$15,713
12	\$15,375	\$15,836

AIDES STEP

1	\$7,740	\$7,972
2	\$7,920	\$8,158
3	\$8,100	\$8,343
4	\$8,280	\$8,528
5	\$8,460	\$8,714
6	\$8,640	\$8,899
7	\$8,820	\$9,085

EXTRA/NON-CONTRACT/AIDE RATES

	<u>2007-2008</u>	<u>2008-2009</u>
*EXTRA PAY	\$15.00/hr	\$15.45/hr
NON-CONTRACT/ AIDE RATE	\$9.75/hr.	\$10.00/hr.
**SPECIAL ED. BONUS	\$5.90/day	\$6.08/day

*Includes substitutes, field trips, sports runs, mail run, garage, and mid-days other than contracted runs.

**Will be paid only for Special Education runs without an aide as specified in an IEP.

Runs will be reviewed individually to determine eligibility for Special Ed. Extra pay

Any mid-day contracted run will be included as part of the driver's and or aide's regular Contract, giving each employee a five (5) or six (6) hour per day contract.

Summer School - Guaranteed a minimum of 1-1/2 hours pay or 3 hours per day for two assignments.

Drivers are eligible for \$150 longevity increment after 11, 15, 20 and 25 years of service in the District.

Aides are eligible for \$100 longevity increment after 11, 15, 20 and 25 years of service in the District.

DURATION OF AGREEMENT

IN WITNESS WHEREOF, the Board of Education of the Bordentown Regional School District has caused this agreement to be signed by the representatives of the Bordentown Regional Transportation Association.

The provisions of this agreement are binding on all parties for a period of two (2) years, July 1, 2007 through June 30, 2009.

THE BOARD OF EDUCATION
OF THE
BORDENTOWN REGIONAL SCHOOL DISTRICT
IN THE
COUNTY OF BURLINGTON

By: _____
Brian K. Lynch, Board President

By: _____
Peggy A. Ianoale
School Business Administrator/Board Secretary

By: _____
Debra Field, Representative
Transportation Organization

By: _____
Gilbert Wilens, Representative
Transportation Organization

By: _____
Sheila Norkis, Representative
Transportation Organization

Date: _____