

AGREEMENT

between the

ATLANTIC COUNTY SPECIAL SERVICES BUS DRIVERS/AIDES

ASSOCIATION

and the

ATLANTIC COUNTY SPECIAL SERVICES BOARD OF EDUCATION

JULY 1, 2004 through JUNE 30, 2007

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PREAMBLE

THIS AGREEMENT entered into by and between the BOARD OF EDUCATION OF THE ATLANTIC COUNTY SPECIAL SERVICES DISTRICT, Atlantic County, New Jersey, hereinafter called the "Board," and the ATLANTIC COUNTY SPECIAL SERVICES BUS DRIVERS/AIDES ASSOCIATION, hereinafter called the "Association."

The Board and Association shall enter into negotiations in accordance with the mandates of Chapter 123, Public Laws, 1974, concerning the terms and conditions of employment for all employees in this bargaining unit as enumerated in Article I.

Since the parties have reached certain understandings which they desire to confirm in this Agreement, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Atlantic County Special Services Bus Drivers/Aides Association as the exclusive and sole representative for collective negotiation concerning grievances and the terms and conditions of employment for all Bus Drivers and Uncertified Bus Aides employed by the Atlantic County Special Services School District Board of Education.
- B. Specifically excluded are all supervisory employees, confidential employees, certified employees and all others not expressly included in Paragraph A. above.
- C. **Terms and Definitions:**
1. Wherever the terms "employees" or "members" of the bargaining unit are used, they shall refer to all the personnel mentioned above.
 2. Wherever the term "he" is used, it shall refer to both male and female employees.

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

A. **Deadline Date**

The parties agree to enter into collective negotiations over a successor Agreement in accordance with NJSA 34:13A et. seq. in a good faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Such negotiations shall begin on or about November 15 of the calendar year preceding the year in which the Agreement expires. Any Agreement so negotiated shall apply to all employees, be reduced to writing, and be signed by the Board and the Association.

B. **Modification**

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

C. **Revisions**

Consistent with NJSA 34:13A et. seq., the Board shall negotiate with the Association prior to any changes in terms and conditions of employment included as part of this Agreement and contained herein.

D. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals.

- E. Neither party in any negotiation shall have control over the selection of the negotiating 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. Any disputes over this issue shall not be subject to the grievance procedure but should be processed through the appropriate forum.
- F. Nothing herein precludes representatives of the Board and the Association meeting when necessary for the purpose of reviewing the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
- G. This Agreement incorporates the entire understanding of the parties on all matters which have been the subject of negotiation.

ARTICLE III
GRIEVANCE PROCEDURE

A. **Definitions**

1. **Grievance**

A "Grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees.

2. **Aggrieved Person**

An "aggrieved person" is the person or persons or the Association making the claim.

B. **Purpose**

1. The purpose of this procedure is to resolve differences at the lowest possible level. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided adjustment is not inconsistent with the terms of this Agreement.

C. **Procedure**

1. **Time Limits**

A grievance must be filed in writing within twenty (20) calendar days of the event, or the date on which the employee knew or could have reasonably known of the event. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement

2. **Year End Grievances**

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon as thereafter as is practicable.

3. If an administrator is not empowered to resolve a grievance then the grievance may be submitted at the next level appropriate for authorized disposition.

4. **Level One - Supervisor of Transportation**

- (a) **Informal** - Any employee with a grievance may first discuss it with his supervisor with the objective of resolving the matter informally prior to formally filing the grievance.
- (b) **Formal** - A grievance to be considered under this procedure shall be initiated by the employee or Association, in writing, within twenty (20) calendar days of its occurrence or when the employee could have reasonably known of the occurrence. A decision shall be made by the Supervisor within seven (7) school days after presentation of the grievance at this Level.

5. **Level Two - Assistant Superintendent**

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within seven (7) school days after the presentation of the grievance at Level One, the grievance may be filed in writing with the Assistant Superintendent within seven (7) school days of receipt or the latest date when response was due. The Assistant Superintendent shall render his decision in writing within seven (7) school days after receiving the written grievance.

6. **Level Three – Superintendent**

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within seven (7) school days after the presentation of the grievance at Level Two, the grievance may be filed in writing with the Superintendent within seven (7) school days of receipt or the earliest date when response was due. The Superintendent shall render his decision in writing within seven (7) school days after receiving the written grievance.

7. **Level Four - Board of Education**

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within seven (7) school days after the grievance was delivered to the Superintendent, he may within seven (7) school days after a decision by the Superintendent or ten (10) school days after the grievance was delivered to the Superintendent, whichever is sooner, submit the grievance to the Board. The request shall be submitted in writing through the superintendent who shall attach all related papers and forward the request. The Board shall review the grievance and shall, at the option of the Board, hold a hearing with the aggrieved person and render a decision in writing within thirty-five (35) calendar days of the receipt of the grievance by the Board.

No claim by a unit member shall constitute a grievable matter beyond Level Four, unless required by law, if it pertains to:

- (a) any matter for which a method of review is prescribed by law or
- (b) any rule or regulation of the State Commissioner of Education or
- (c) any matter which according to law is beyond the scope of the Board authority.

No claim by a unit member shall constitute a grievable matter for an employee's first three (3) consecutive years of employment if it pertains to:

- (a) any complaint of an employee which arises by reason of his not being re-employed. More specifically, but not by way of limitation, no action of non-renewal of employment shall be subject to arbitration, or
- (b) a complaint by a unit member occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position.

8. **Level Five – Arbitration**

If the Association is dissatisfied with the decision of the Board of Education, and if the grievance pertains to a matter of the expressed formal Agreement herein between the Board and the Association, the Association may request the appointment of an arbitrator. Such request shall be made known to the Superintendent in writing **within thirty (30) calendar days of receipt of decision of the Board of Education.** In order for a grievance to proceed beyond Level Four, such action must be initiated by the Association.

D. **Procedure for Securing the Service of an Arbitrator**

The following procedure will be used to secure the services of an arbitrator:

1. A request will be made to P.E.R.C. to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
2. The arbitrator shall function in accordance with the rules and procedures of the New Jersey Public Employment Relations Commission.
3. The arbitrator shall limit himself to the issue submitted. He can add nothing to, or subtract anything from any policy of the Board of Education. However, no policy of the Board shall violate the expressed contractual rights incorporated in this Agreement. The recommendations of the arbitrator shall be binding upon the parties. It is further understood that arbitration is limited to the four (4) corners of the contract.

Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings. It is also understood that in acknowledging binding arbitration of disputes as above set forth the Association and its members collectively and separately shall not cause, participate, sanction or support any strike or job action against the employing Atlantic County Special Services School District Board of Education.

4. The arbitrator shall be bound by decisions of the Commissioner of Education of New Jersey, decisions of the State Board of Education, the decisions of the Courts and Administrative Agencies of New Jersey, and all New Jersey Statutes and Regulations.

D. **Costs**

The cost for services of the arbitrator and actual and necessary travel 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.

E. **Representation**

Any individual employee who files a grievance may be represented at all formal stages of the grievance procedure by himself, or at his option, with a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all formal stages of the grievance procedure. Such procedure concerning representation shall not apply to the informal stage.

F. **Reprisals**

Neither party to this Agreement shall take punitive action against any individual because of participation in, or lack of participation in the grievance procedure.

G. **Miscellaneous**

1. All filings, responses and appeals shall be in writing and delivered to the aggrieved person(s) at formal Levels One, Two, Three and Four setting forth the decision and shall be transmitted promptly to the grievant and to the Association.
2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of the participants.
3. All meetings and hearings under this procedure shall not be conducted in public shall include only such parties in interest and their designated or selected representatives heretofore referred to in this procedure.
4. Failure by the grievant to strictly follow the timelines at any step shall mean abandonment of the grievance. Failure by management to follow the timelines at any step shall allow the grievant to process the grievance to the next step. Nothing herein precludes mutual extension of grievance timelines in writing.

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

A. Pursuant to NJSA 34:13A et. seq., every employee shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations or to refrain from such actions. Neither party shall directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by NJSA 34:13A et. seq. or other laws of New Jersey or the Constitutions of New Jersey and the United States, nor shall either party discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership, or lack of membership, in the Association and its affiliates, his participation in any activities of the Association and affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. **Statutory Savings Clause**

Nothing contained herein shall be construed to deny or restrict to either party such rights as they may have under New Jersey School Laws or other applicable laws and regulations.

C. No employee shall be disciplined, fined or suspended without compensation except for just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. This provision shall not apply to non-renewal of employment of any member of the bargaining unit for an employee's first three (3) years of employment.

D. **Personnel Records**

1. An employee shall have the right, with reasonable notice, to review the contents of his personnel file, at a mutually scheduled time. An employee shall be entitled to have a representative(s) of the Association accompany him during such review. Review of the documents shall be done in the presence of the Superintendent or his designee. Reasonable requests for copies of the materials shall be honored.
2. No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material and the employee shall initial the document to note this acknowledgment. The unit member may file a response of reasonable length which shall also be retained in the file.
3. The Superintendent's personnel file shall be the official file.

E. **Meetings/Conferences**

Any employee required to attend any meeting with parents, students, and/or administrators/supervisors regarding problems, complaints, and/or concerns about an employee's conduct, decision, action, etc., shall receive prior notice whenever possible, of such meeting and the reason(s) for such meeting. If requested, and if known, the employee will be advised of each person anticipated to be in attendance. If such meeting could result in any type of disciplinary action against the employee, such employee shall be so advised prior to the meeting and have the right to have an Association representative accompany him/her to the meeting.

ARTICLE V

ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The Board agrees to make available to the Association in response to reasonable requests from time to time, information in the public domain and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees together with information which may be necessary for the Association to process any grievance or complaint as per the mandates of the Public Right to Know Law currently in effect.
- B. **Exclusive Rights**
- The right and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association as the majority representative of the employees, and to no other organizations.
- C. Representatives of the Association, shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt school operations.
- D. The Association and its representatives shall have the right to use meeting facilities at all reasonable hours. Requests shall be made to the principal of the building in question in advance of the time and place of all such meetings.
- E. The Association shall have the right to use the inter-school mail facilities and school mail boxes for routine notices without the approval of the building principals or other members of the Administration.

F. The Association shall have the right to use school facilities and equipment i.e., typewriters, copy machines and overhead projector at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable costs of all materials and supplies incident to such use. Application for permission shall be in writing from an Association authorized representative.

G. **Released Time for Meetings**

Whenever any representative of the Association or any employee is required or expressly permitted to participate during working hours in negotiations, grievance proceedings, conferences or meetings which relate to Association business with the Board or Administration, he shall suffer no loss in pay; however, it is agreed that such negotiations, grievance proceedings, conferences or meetings shall be subject to mutual scheduling by the Board or its representatives, and the Association.

H. **Copies of Board Policy**

The Board shall make available to all employees complete copies of the current Board Policy and shall incorporate any changes/additions as soon after adoption as possible.

I. **Copies of Job Description**

The Board shall provide to each employee upon initial hire a copy of the employee's job description. Copies of all job descriptions for employees covered by this Agreement and any future revisions shall be provided to the Association.

J. **Association Address**

The Association shall be allowed to have a representative address employees at any staff meeting or in-service training if the Association so requests. Such address shall not exceed twenty (20) minutes and such time shall not be considered as time worked for pay purposes.

ARTICLE VI
EMPLOYMENT PROCEDURES

A. **Official Start Date**

Official start date is the date the employee commences his or her duties.

B. **Job Qualifications**

All bus drivers and aides are required to meet the following job qualifications:

1. Bus Drivers must possess and maintain a valid New Jersey Commercial Drivers License, C or better. The Board agrees to pay the cost of the renewal of the license.
2. All employees possessing a C.D.L. shall be subject to a controlled substance and alcohol testing program, in accordance with Board Policy. Any employee's refusal to be tested will be subject to dismissal in accordance with Board Policy 4119.23/4219.23 Section E.
3. Bus Drivers/Aides must possess and maintain valid certification in Cardiopulmonary Resuscitation and First Aid. The Board agrees to pay the cost for any renewal of said certification and/or additional training required and provided by the Board.

4. Bus Drivers and Bus Aides may be required to attend workshops/training sessions for Crisis Intervention Techniques, Sign Language as needed, and Defensive Driving (Bus Drivers only) when provided by the Board of Education at no cost to the driver or aide. Drivers and Aides will not receive pay for these initial workshops/training sessions which are required job qualifications. Drivers and Aides will be paid at their hourly rate for any additional workshops/training sessions outside of an employee's normal work day which are held subsequent to the initial workshops/training sessions when scheduled and approved by the Transportation Supervisor. It is understood that only the initial workshops/training sessions (pre-qualification training) for new employees shall be without pay. Any subsequent re-certification or additional workshops or training shall be considered as work time and the employee will receive a minimum of four (4) hours pay or paid for the time actually worked, whichever is greater. Drivers and Aides will be paid for the time they attend any other In-Service Training/Meetings, which may be scheduled at the discretion of the Transportation Supervisor.

C. **Service Credit**

1. Any ten (10) month Bus Driver or Uncertified Bus Aide employed prior to February 1st of any school year, shall be given credit for one (1) year of service toward the next rate adjustment for the following year.
2. Upon return from unpaid leave, any Bus Driver or Uncertified Bus Aide shall receive credit on the rate schedule for the next adjustment who has actively worked not less than five (5) months of the work year in which his/her leave of absence and/or will work not less than five (5) months of the work year in which

he/she returns from such leave of absence. However, time spent on said unpaid leaves shall not count toward seniority.

D. **Supplemental Summer Employment**

1. Supplemental summer employment is subject to annual approval by the Board of Education.
2. Openings for supplemental summer employment will be posted and drivers/bus aides chosen from applications submitted based on qualification and geography of the route and at the discretion of the Transportation Supervisor. Those drivers/bus aides under contract during the Summer Program will be paid their regular hourly rate of pay in accord with the rate schedule in effect during the month of June immediately preceding the summer.

E. **Orientation**

The Board agrees that prior to any newly hired employee assuming their position, orientation session(s) will be provided for such employee up to two (2) days without pay. Any additional orientation days shall be with full pay. A representative of the Association will be allowed to attend if he so desires and be allowed to address the newly hired employees for up to twenty (20) minutes and such time shall not be considered as time worked for pay purposes.

ARTICLE VII
ASSIGNMENTS

A. **Assignment of Bus Runs**

1. All Bus Drivers and Bus Aides are assigned to a bus route by the Transportation Supervisor prior to the beginning of the school year, and reassigned as necessary. All assignments will be based on qualifications, geographic area of the route location and will be at the sole discretion of the Transportation Supervisor. Seniority shall be considered when possible as to assignment of runs with more hours.

2. E.D. routes and routes with children having a past history of frequently acting out behavior will be offered whenever possible to drivers and aides who have demonstrated the ability to effectively discipline and control said students without regard to seniority and geographic area as determined by the Transportation Supervisor.

B. **Supplemental Routes/Field Trips**

Supplemental routes will be established and assigned as determined by the Transportation Supervisor with qualifications, availability and seniority taken into consideration. At the beginning of each school year all drivers/bus aides will be required to indicate interest in supplemental routes and field trip assignments by signing annual roster.

C. **Field Trips**

Field trips will be offered on a rotating basis, with qualifications, availability and seniority taken into consideration. A driver/aide who rejects an offer of a field trip will be placed at the bottom of the rotation roster and will be offered a field trip only when his/her name reaches the top of the roster.

D. **Car Pooling**

Buses are to be used for pupil transportation only. Drivers and aides are required to car pool after completion of their morning route and prior to the afternoon route, whenever possible. Buses used during this unpaid time will be assigned by the Transportation Supervisor.

E. **Servicing of Bus**

1. Drivers are required to bring their bus in for service as needed.
Whenever possible, a bus will be given to the driver for a trip home if car pooling is not available.
2. The Board agrees to maintain all vehicles in a mechanically and operationally safe condition at all times.
3. It is understood that a driver will be compensated for bringing in his bus for regular service, repairs and oil changes including all such travel time and time spent for such servicing and/or repairs, unless the driver is provided another bus to take home during the servicing. It is understood that drivers shall not be compensated for travel time spent between the driver's home and school.

F. The Board agrees that each bus will be equipped with a radio and/or cell phone in working condition so as to allow the driver to contact the school or his supervisor in the case of an emergency or problem. The Board further agrees that a district employee will be available for contact by a bus driver at all times that the buses are on the road.

G. **Student Information**

Drivers and Aides will be provided with a roster of the students on their bus. Such roster shall provide information regarding safety and welfare of students as determined by the Administration. This information will be provided to the Driver and Aide at the beginning of each school year and upon the assignment of any additional or new student to the bus.

H. **Adjustment in Times/Hours**

No adjustment or change in times and/or hours will be implemented by the Transportation Supervisor without first discussing the reason for such adjustment or change with the employee.

I. **Mid Day Trips**

Drivers and aides will have the right of first refusal for mid-day trips by seniority before any substitute or temporary driver is utilized.

J. **Cameras**

Fifteen (15) operational surveillance cameras [five (5) cameras in each year of this Agreement] will be installed in District buses. Installation of operational surveillance cameras shall first occur in buses serving E.D. routes and those serving routes with children having a past history of frequently acting out behavior.

ARTICLE VIII**SALARIES****A. Salaries****1. 2004-2005**

Each employee shall advance one step from the September 1, 2004 salary schedule and shall be as per Salary Schedule A, which shall be effective commencing with the November 15, 2004 pay.

2. 2005-2006

Each employee shall advance one step and shall be as per Salary Schedule B, which shall be effective as of September 1, 2005

3. 2006-2007

Each employee shall advance one step and shall be as per Salary Schedule C, which shall be effective as of September 1, 2006.

B. Method of Payment

Each ten (10) month employee shall be paid twice a month in equal installments on the 15th and 30th of each month. When the payday falls on a day that school is not in session, checks will be distributed on the last work day prior to the scheduled payday at the employees' work place. All employees will participate in direct deposit of their paychecks in a bank account in a bank as designated by the employee.

C. **Bus Drivers**

1. Bus Drivers will be paid hourly wages as follows:
 - A.M.: From their residence to the first pick-up to unloaded time at their assigned school, as approved by the Transportation Supervisor.
 - P.M.: Time for the P.M. route starts as approved by the Transportation Supervisor, from the school to drivers home.

2. Bus Drivers will receive their hourly rate for ten (10) minutes daily for pre-trip and fifteen (15) minutes daily for fuel-up per day. Drivers not within close proximity of a county approved fueling station shall be provided with a gas credit card to be used solely for gas for the district's bus.

D. **Bus Aides**

1. Bus Aides will be paid hourly wages as follows:

A.M.: From the assigned work location, to the first pick up to the school, to which their route is assigned. Time for A.M. ends when students are unloaded at their assigned school, as approved by the Transportation Supervisor.

P.M.: Time for the P.M. starts as approved by the Transportation Supervisor from the school, and to the last drop off, to their assigned work start location.

2. Aides will receive compensation equal to fifteen (15) minutes of time per day for travel to their bus if they reside fifteen (15) or more miles from the driver's residence or the location where the aide must travel to get to the driver/bus.

E. **Extra Time**

Drivers/Bus Aides will be paid for extra time when approved in advance by the Transportation Supervisor. Extra Time is defined as time worked in addition to the permanent route assignment.

G. **Overtime**

Any driver/bus aide working in excess of eight (8) net hours per day or forty (40) net work hours per week, shall be compensated overtime at 1 1/2 x their normal hourly rate. All such overtime must be approved and directed in advance by the Transportation Supervisor.

H. **Optional Savings for the Summer**

Each employee may elect to have a specific amount of his gross salary deducted in equal installments from his paycheck, and placed in an interest bearing account at a bank designated by the Board. The amount deducted from each paycheck shall be determined by the employee no later than the last working day in June of the prior work year. The amount deducted, plus the interest earned, shall be paid to the employee in two equal installments, one on July 1st and one on August 1st, or as soon as possible thereafter. New employees shall be eligible to participate in this plan upon initial employment. All employees not enrolled in September, may elect to enroll in the program by December 1st, effective implementation January 1st.

I. **Tax Sheltered Annuity**

Employees may elect to have a portion of their pay deducted set aside in a tax-free annuity program. The Board sponsors plans where deductions from paychecks are submitted for investment. A description of these plans will be available to an employee upon request.

J. **Electrical Reimbursement**

Effective July 1, 2004, drivers assigned to diesel buses will be paid \$115.00 per year. Effective July 1, 2006, drivers assigned to diesel buses will be paid \$120.00 per year. Drivers not making the electrical hook-up and requiring maintenance assistance will be fined in the amount of \$20.00 after the second time it is discovered that their bus is plugged in when the temperature drops to 32 degrees or less. This fine and any additional fined will be deducted from their reimbursement check. After three (3) fines in any given year of the Agreement, drivers make be subject to additional disciplinary action.

K. **Longevity**

1. Employees shall have their annual base salaries adjusted to include the following longevity payments:

<u>Drivers</u>	<u>2004-2007</u>
Beginning an employee's 15th Year of Service	\$850.00
Beginning an employee's 20th Year of Service . additional	\$850.00
<u>Bus Aides</u>	
Beginning an employee's 15th Year of Service	\$750.00
Beginning an employee's 20th Year of Service . additional	\$750.00

2. All time working in any capacity in the District and/or Longport and/or Corbin City prior to the establishment of this District shall be counted as "Years of Service" for longevity purposes.

L. **CDL Licenses**

The Board agrees to reimburse each driver the cost to re-new his/her CDL license.

ARTICLE IX**EMPLOYEE WORK YEAR/HOLIDAYS****A. Work Year**

1. The work year is from September 1 through June 30.
2. Drivers/Aides will be paid for all hours worked per day up to 180 school calendar days for the route served. There is a minimum guarantee of four (4) hours per day.

B. Holidays

1. Drivers and Aides will be paid for nine (9) holidays at their regular daily rate of pay, included in the formula for salary-hourly rate x route time x 189 days-annual salary divided by the number of pay checks within a school year.
2. Each employee shall be eligible for a total of nine (9) paid holidays as specified by the Atlantic County Special Services School District Board of Education, unless other designated holidays appear on the calendar for the school assigned. They are as follows:
 1. Columbus Day
 2. Veteran's Day
 3. Thanksgiving Day
 4. December 25
 5. New Years Day
 6. Martin Luther King Day (Observed)
 7. Presidents Day (Observed)
 8. Easter Monday
 9. Memorial Day

C. **Meetings**

Attendance at staff meetings held outside of an employee's normal work hours shall be compensable time for the employee at his straight time rate of pay for all such time in attendance. An employee shall be paid a minimum of two (2) hours or paid for the time actually in attendance, whichever is greater.

ARTICLE X**TEMPORARY LEAVES OF ABSENCE****A. Sick Leave**

1. All employees on a ten (10) month contract shall be entitled to ten (10) days sick leave each school year.
2. Unused sick leave days shall be accumulated from year to year with no maximum limit. Contracts issued for less than the term of ten (10) months will carry sick leave equivalent to one (1) day per month of employment.
3. If an employee calls in sick the day immediately before or immediately after a holiday or recess he/she must submit a doctor's note for the day upon return to work or he/she may be docked for the day.

B. **Attendance Incentive**

1. **Employees with Less than Ten (10) Years of Service**

For each unused sick day of the current contract year, with ten (10) unused sick leave days of the current contract year shall be awarded \$40.00 per day or \$400.00 in total for the 2004-2007 contract years. An employee with five (5) or more days, but less than ten (10) will receive \$35.00 per day in the 2004-2007 contract years. Any employee with less than five (5) days from the current contract year shall not be compensated. Employees with ten (10) years or more experience shall not be eligible for this payment.

2. **Employees Having Completed Ten (10) Years of Service or More**

Employees completing ten (10) years of service or more shall be compensated for his/her sick leave upon retirement based upon the same formula and amounts provided to Support Staff Employees under the Atlantic County Special Services Education Association Agreement.

C. **Personal Leave**

1. All employees shall receive three (3) days of personal leave each year for personal reasons other than personal illness. Any unused personal days at the end of each fiscal year as of June 30, will be converted into sick days. Contracts issued for less than the term of ten (10) months shall be entitled to the equivalent of one (1) day per three (3) months of employment.
2. Such leave shall not be approved contiguous to a holiday or recess. If an employee calls out sick on these days, they must submit a doctor's note for the day, upon return to work or be docked pay for the day.
3. Application for personal leave shall be made at least four (4) days prior to taking, except in the case of an emergency and submitted to the Transportation Supervisor.

D. **Bereavement Leave**

Employees shall be granted up to:

1. Five (5) days at any one time in the event of death of an employee's father, mother, spouse, domestic partner as defined by the regulations set forth by the NJ Domestic Partnership Act, children, step-children, grandchildren, siblings, parent surrogates,
2. Three (3) days at any one time in the event of death of an employee's father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, or a member of the employee's immediate household other than those enumerated in paragraph 1. above. Five (5) days will be granted if travel is required over 250 miles in one direction.
3. Additional days may be granted at the discretion of the Superintendent when unfortunate circumstances may warrant additional days. Decisions rendered by the Superintendent under this section shall be final and binding.

E. **Jury Duty**

Time as necessary to perform Jury Duty if required to do so. Any employee serving on Jury Duty shall receive their full salary in addition to any Jury Duty pay, for the time served. Employees shall request that any such duty be performed during the summer months.

F. **Legal**

If an employee is required to testify in connection with a legal action that is school related, then the time necessary for attendance will be provided to the employee without loss of pay or other leave time.

G. **Other Leaves**

Nothing herein precludes the Board from granting other leaves of absence, with or without pay, at its sole discretion.

ARTICLE XI
EMPLOYEE EVALUATION

- A. Each employee shall receive at least one (1) formal written evaluation per school year. Within ten (10) work days of receipt of said evaluation, a conference may take place at the request of the employee, to discuss the evaluation, assess strengths and weaknesses in a constructive manner, and set objectives and goals for correcting and improving job performance.

Such written evaluation shall be signed by the evaluator and by the employee, whose signature only signifies receipt of the evaluation and not agreement with its contents. The employee shall have the right to write a rebuttal or response to such evaluation and have it attached to all copies of such evaluation.

No such report shall be submitted to the Central Office, placed in the employee's file or otherwise acted upon without the conference having taken place or the employee not requesting such conference.

Nothing herein, precludes the Administration from scheduling a conference to discuss the performance of an employee at any time.

- B. If any written material from an employee's file is to be used in a disciplinary hearing against an employee, then a copy of such material shall be made available to the employee concerned prior to the hearing.
- C. All evaluations shall be done by a member of the Administration or Transportation Supervisor or Assistant Transportation Supervisor.

ARTICLE XII

PROTECTION OF EMPLOYEES

- A. As specified and in accordance with 18A:6-1, an employee may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary: to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.
- B. 1. The Board shall give full support including legal and other assistance for any assault upon an employee while acting in the legal discharge of his duties.
2. When absence arises out of assault or injury, and such need is verified by the school physician, the employee shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave.
3. The Board shall reimburse employees for the reasonable repair of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the legal discharge of his duties within the scope of his employment.
4. The Board agrees to pay medical costs incurred as the result of any injury sustained in the course of an employee's employment by worker's compensation policy presently in effect at the time of the claimed injury.

- C. 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their Principal or other immediate supervisor.
2. Such notification shall be immediately forwarded to the Superintendent who shall act in appropriate ways as liaison between the employee, the police and the courts.

D. **Worker's Compensation**

Benefits derived under this Article shall be in conformity with Worker's Compensation provisions and any other applicable Statutes.

ARTICLE XIII
INSURANCE PROTECTION

A. **Health Insurance**

The Board agrees to provide a full family hospitalization plan equal to or better than the State Health Benefits Plan for all employees and their dependents who regularly work twenty (20) hours or more a week.

B. **Dental Insurance**

Effective November 1, 2004 the Board shall provide to each employee working twenty (20) or more hours per week, a Dental Plan, equal to the Plan in effect June 30, 2004, including dependents where appropriate.

C. **Prescription Drug Plan**

The Board shall provide to each employee who regularly work twenty (20) or more hours per week, a Prescription Drug Plan including dependents where appropriate. The co-pay shall be equal to or better than that of the State Health Benefits Plan.

D. **Disability Insurance**

1. The Board shall continue to provide basic short-term disability coverage for each employee employed prior to September 2, 1995. The employee shall be eligible to pay the premium cost for such coverage exceeding the limit paid by the Board. Such payment shall be by payroll deduction.

2. All employees shall be eligible to enroll for disability coverage and pay the premium cost for such coverage should the employee so desire. Such payment shall be by payroll deduction.

E. **Description**

The Board shall request the carrier(s) to provide to each employee a description of the health care insurance provided under these benefits not later than the beginning of each school year which shall include a description of conditions and limits of coverage.

F. **Domestic Partner**

The insurance coverage in Sections A, B, C, and E, above, shall also cover domestic partners as meeting the requirements as defined in the Domestic Partnership Act, Chapter 246 P.L. 2003.

F. **Opt-Out Provision**

1. Within the regulations of the carrier, the Board agrees to establish a Section 125 (I.R.S. Code) Plan for the purpose of making available a cash option. If an employee selects the cash option, it shall be included in the employee's gross income as compensation. If an employee selects the insurance coverage, the value of such coverage is excludable in the employee's gross income as compensation.
 - a. An employee otherwise entitled to health insurance coverage shall have the option to voluntarily not participate in any or all such plans, including Prescription and Dental and withdraw from any such coverage. It is understood that the decision to exercise this option rests solely with the employee. In the event an employee makes such election, the Board shall compensate such employee thirty-five percent (35%) of the yearly premium cost for the plan(s) under which the employee would have been covered. Such cash payment shall be in form of a stipend and shall be paid in two (2) equal installments, the first on December 1st and the second on June 30th of the school year in which the non-participation occurs.
 - b. In order for an employee to be eligible to elect this cash option, for the health insurance plan as per Section A above, an employee must provide documentation to the Board that they are covered under an alternative health insurance plan. Employees whose spouse has coverage with a Board of Education in the same Health Insurance Plan (HIF) including this Board, will not be eligible for the Opt-Out Incentive.

- c. All withdrawals shall be for a full year (July 1 through June 30). Written notification of an employee's intent to elect this withdrawal option must be filed with the Board during the normal reopener period. Employees may either re-elect the option of withdrawal during each re-opener period or elect to re-enroll in the insurance plan(s) offered by the District. Prior to each re-opener period, the Board's insurance carrier and/or representative shall hold a meeting with employees considering to elect to withdraw from the District's insurance plan and shall apprise them of any and all benefits and/or risks involved should the employee elect such waiver.
2. Notwithstanding the above, an employee who has a change in status (e.g. termination of employment, death, separation, divorce, etc.) which causes the employee to lose his alternate health insurance coverage shall be entitled to re-enroll in the health plan during the year provided the employee provides the Board with notice of the change of status within sixty (60) days of the event causing such change. The Board's obligation for the cash option shall be prorated for the employee subject to a change in status. If the District's health plan does not accept the employee, the District will find a comparable plan and pay the premium up to the current amount paid for employees in the District's plan. Additional costs above the current cost incurred will be the responsibility of the employee. The employee will be re-enrolled in the District's plan at the first permissible date.
3. Return to the insurance plan(s) for reasons other than a change in status is subject to the terms of the carrier.

ARTICLE XIV

DEDUCTIONS FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its employees, dues for the Atlantic County Special Services Bus Drivers/Aides Association, the Atlantic County Council of Education Associations, the New Jersey Education Association, and the National Education Association or any one or any combination of such associations, as said employee individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967. N.J.S.A. 52.14-15,9e, and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the Treasurer of the Atlantic County Special Services Bus Drivers/Aides Association or the N.J.E.A. as may be determined by the Association by the fifteenth (15th) of each month following the monthly pay period in which deductions are made. The Association Treasurer shall disburse such monies to the appropriate association or associations. Employee authorizations shall be in writing.
2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

- B. The Board agrees to deduct from employee's salaries money for local, state, and/or national associations services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Atlantic County Special Services Bus Drivers/Aides Association, or the N.J.E.A. as may be determined by the Association. Any employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate Association.

ARTICLE XV

SENIORITY AND JOB SECURITY

A. **Seniority**

1. School District seniority for purposes of a reduction in force is defined as service by appointed employees in the School District, inclusive of service in Longport and/or Corbin City, in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated School District seniority only if he/she resigns or is discharged for cause, irrespective if he/she is subsequently rehired by the School District.

2. In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the reverse order of district wide seniority of all employees in the district in the same job classification (Bus Driver and Bus Aide). Any employee laid off shall remain on a recall roster for a period of one (1) year from the date of lay-off. Recalls shall be based on seniority in the category.

3. In the event that, within one (1) year of an employee's layoff, a vacancy occurs in the same classification from which the employee was laid off, and covered by this Agreement, a laid-off employee shall be entitled to a one time recall thereto in order of seniority.

ARTICLE XVI
BOARD'S RIGHTS

The Board of Education reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education, to hire, assign, promote, transfer and direct employees covered by this Agreement or to take disciplinary action against said employees (up to and including discharge) for just cause, to not renew the employment of bargaining unit members for the employee's first three (3) years of employment, to manage school operations, and to take whatever actions may be necessary to accomplish the mission of the School District except as may be specifically provided by the language of this Agreement.

ARTICLE XVII
REPRESENTATION FEE-AGENCY SHOP

A. **Purpose of Fee**

If an employee does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that 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 representative.

B. **Amount of Fee**

1. **Notification** - Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with law.

2. **Legal Maximum** - In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may set up to 85% of that amount as the maximum presently allowed by law.

C. **Deduction and Transmission of Fee**

1. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph B below, the full amount of the representation fee and promptly will transmit the amount to the Association.

2. **Payroll Deduction Schedule** - The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
 - (a) Ten (10) days after receipt of the aforesaid list by the Board or
 - (b) Thirty (30) days after the employee begins his or her employment in a bargaining unit position unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. **Termination of Employment** - If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full prorated share of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid prorata portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. **Mechanics** - Except as otherwise provided in this Article, the mechanics for the deduction of the representation fees and the transmittal of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association. Such shall be forwarded monthly.

5. The Association will notify the Board, in writing, of any changes in the list provided for in Paragraph One (1) above and/or the amount of the representation fees, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

6. **New Employees** - On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

D. **Indemnification and Save Harmless Provision**

1. **Liability**

The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that the Board give the Association timely notice, in writing, of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

2. **Exception**

It is expressly understood that paragraph one (1) above will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

A. **Board Policy**

This Agreement constitutes mutual policy for the term of said Agreement, and both parties shall carry out the commitments contained herein and give them full force and effect.

B. **Savings Clause**

In accordance with and to the extent required by law, changes in terms and conditions of employment shall first be negotiated with the Association as majority representative of employees in the bargaining unit.

C. **Separability**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, 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.

D. **Compliance Between Individual Contract and Master Agreement**

Any individual contract between the Board and an individual, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

E. **Non-Discrimination**

Per the requirements of law, the Board and Association agree that there shall be no discrimination, and that all practices, procedures and policies shall clearly exemplify that there is no discrimination.

F. **Subcontracting**

1. The Board agrees that one-hundred and twenty (120) days prior to any formal Board action to consider subcontracting it shall discuss the matter fully with the Association and its representatives. The Board further agrees that it will not subcontract in bad faith for the purpose of laying off employees or substituting private sector employees for the employees covered by this Agreement.
2. Any procedural dispute shall be subject to the grievance procedure of this Agreement. Any violation of this procedure shall require the Board to pay each affected employee double the amount of severance benefits otherwise provided.
3. In the event of privatization of any employee category (subcontracting), the Board shall implement and abide by the following procedure:
 - a. The Board shall formally notify the Association of its intention to subcontract unit work 120 days prior to budget adoption.
 - b. The Board shall provide to the Association job specifications for each position intended to be privatized at least 90 days prior to any public notification.

G. **Copies of Agreement**

Copies of this Agreement shall be provided at the expense of the Board within thirty (30) days after the Agreement is signed. The Board agrees to provide fifteen (15) extra copies of the printed Agreement to the Association.

H. **Notice**

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by certified mail at the following addresses:

1. If by the Association, to the Board at the Board's office to the Secretary.
2. If by the Board, to the Association President's home address.

ARTICLE XIX**DURATION OF AGREEMENT**

This AGREEMENT shall be effective on the date of signing and shall continue in effect until June 30, 2007 except that salary guide modifications and other monetary benefits shall be retroactive to November 1, 2004. This Agreement shall not be extended orally and it is expressly understood to expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto this ____ day of _____, 2004 thereto cause this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and the year first above written.

ATLANTIC COUNTY SPECIAL SERVICES SCHOOL DISTRICT BOARD OF EDUCATION

By _____
President

ATTEST:

By _____
Secretary

ATLANTIC COUNTY SPECIAL SERVICES BUS DRIVERS/AIDES ASSOCIATION

By _____
President

ATTEST:

By _____
Secretary

ARTICLE XX
SALARY SCHEDULES

A. **Calculation of Salaries**

An employees salary shall be based upon salaries for Bus Drivers/Aides being calculated on a yearly salary (number of work days x number of hours per day (4 hr. minimum) x hourly rate) which will be determined by the employee's workday and work year.