

CONTRACT

1985-1988

Toms River

BOARD OF EDUCATION

OF THE

TOMS RIVER SCHOOLS

AND THE

TOMS RIVER SCHOOLS

BUS DRIVERS ASSOCIATION

X July 1, 1985 - June 30, 1988

**ARTICLE I
RECOGNITION**

A. The Board hereby recognizes the Association as the exclusive representative for collective negotiation concerning the terms and conditions under Chapter 123, Public Law 1974 for all personnel regularly employed on behalf of the following unit:

Regular Bus Drivers A & B	Permanent Relief Bus Drivers
Mini Bus Drivers	Mechanics
Trip Bus Drivers	Mechanics Helpers/Tireman
Special Education Bus Attendants	Fuel Attendant

but excluding:

Substitutes	Other School Employees
Transportation Supervisor	Transportation Office Clerks
and the Supervisor of Bus Maintenance	

B. Unless otherwise defined, the term "Drivers" when used herein after in this Agreement shall refer to all employees represented by the Association in the Negotiation Unit, and reference made to male drivers shall include female drivers.

**ARTICLE II
NEGOTIATION PROCEDURE**

- A. In accordance with Chapter 123, Public Law 1974, the parties agree to enter into negotiation in good faith effort to reach agreement concerning the terms and conditions of employment.
- B. On or before October 1, 1987, the Association shall meet with the Board or its representative to present all demands and to establish procedural ground rules for negotiation.
- C. During the interim period between the date of submission of the demands and the date of commencing of negotiations by the representatives, Association representatives shall meet as requested for the purpose of clarification of financial details, contractual meaning and matters affecting the transportation with Board representatives, Superintendent, or the Business Manager, as is necessary.
- D. Facts, opinions, proposals, and counter proposals will be exchanged freely during the meeting or meetings, in an effort to reach mutual understanding. Upon request and at reasonable times the Board shall make available to the Association for inspection, all pertinent records, data and information of the Toms River School District which are within the public domain.
- E. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the drivers involved are free from assigned duties.
- F. The Board agrees not to negotiate with any organization other than the designated as the representative pursuant to Chapter 123, Public Law 1974, for the duration of this Agreement.
- G. This agreement incorporates the entire understanding of the parties on 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.
- H. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.
- I. 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.

ARTICLE III GRIEVANCE PROCEDURE

A. Definition:

1. A "Grievance" shall mean a complaint by a worker or group of workers or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting them.
2. A "Grieved" is the person or persons making the claim.
3. A grievance to be considered under this procedure must be initiated in writing by the worker within thirty (30) calendar days from the time when the worker knew or should have known of its occurrence.

B. Procedure:

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.
(b) It is understood that employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
2. The Association may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
3. Any employee who has a grievance shall discuss it first with the Supervisor in an attempt to resolve the matter informally at that level.
4. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within the (5) school days, he shall set forth his grievance in writing to the Assistant Superintendent specifying:
 - (a) The nature of the grievance
 - (b) The nature and extent of the injury, loss or inconvenience
 - (c) The results of previous discussions
 - (d) His dissatisfaction with decisions previously renderedThe Assistant Superintendent shall communicate his decision to the employee in writing within five (5) school days of receipt of the written grievance.
5. The employee, no later than five (5) school days after receipt of the Assistant Superintendent's decision, may appeal the Assistant Superintendent's decision to the Superintendent of Schools.
The appeal to the Superintendent must be made in writing reciting the matter submitted to the Assistant Superintendent as specified above and his/her dissatisfaction with decisions previously rendered. 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 to the employee and the Assistant Superintendent.
6. If the grievance is not resolved to the employee's satisfaction, he, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a Committee thereof, shall review the grievance and shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

7. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and it is an alleged violation of the express terms of this Agreement and if the Association wishes review by a third party, they shall so notify the Board through the Superintendent within ten (10) school days of the Board's decision, except in the case of grievances involving any of the following points:
 - (a) Any matter for which a method of review is prescribed by law or any rule or regulation of the Commissioner of Education or State Statute or regulation such as, but not limited to, questions on tenure, increment denial or suspension.
 - (b) Any matter which according to law, is either beyond the scope of Board authority or limited to action by the Board alone, except as limited by Chapter 123, Public Law 1974.
 - (c) A complaint by an employee occasioned by the withholding of a salary increase or increment.

8. For those items specified as non-arbitrable, the Board shall, if requested by the grievant, meet and hear the grievant's position.
9. (a) The following procedure will be used to secure the services of an arbitrator:
 - (1) A request will be made to the American Arbitration Association or Public Employment Relations Commission to submit a roster of persons qualified to function as arbitrators in the dispute in question.
 - (2) If the parties are unable to determine a mutually-satisfactory arbitrator from the submitted list, they will request the American Arbitration Association or Public Employment Relations Commission to submit a second roster of names.
 - (3) If the parties are unable to determine within ten (10) school days of either the initial request for arbitration or the second request, which comes later, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association or Public Employment Relations Commission may be requested by either party to designate an arbitrator.

- (b) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be final and binding upon both parties. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's award. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.
- (c) Rights of employees to representation:
 - (1) Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate file and shall not be kept in the personnel file of any of the participants.
 - (2) When an employee is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered. A copy of the Assistant Superintendent's written decision made in response to a written grievance shall be given to the Association immediately.
 - (3) The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievances.

(d) The parties shall be responsible for all costs incurred by each, and only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one half (1/2).

ARTICLE IV DRIVERS RIGHTS

- A. Pursuant to Chapter 123, Public Law 1974, public employees included in the negotiating unit here, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under cover of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any driver in the enjoyment of any rights conferred by Chapter 123, Public Law 1974, or other laws of New Jersey, or the Constitution of New Jersey and the United States.
- B. No driver shall be disciplined or reprimanded without just cause. Any such actions asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- C. Whenever any driver is required to appear before the Board or committee of members thereof concerning any matter which could adversely affect the continuation of increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have persons of his own choosing to advise and represent him during such meeting or interview.
- D. If a driver is brought up on charges, no suspension or discharge will be put into effect without a hearing by the Assistant Superintendent of Schools. The driver shall be entitled to a representative of his choice at the hearing. This provision does not apply to situations requiring immediate action because of the nature of the offense.

ARTICLE V ASSOCIATION RIGHTS AND PRIVILEGES

- A. Pursuant to Chapter 123, Public Law 1974, public employees included in the negotiating unit here, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under cover of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any driver in the enjoyment of any rights conferred by Chapter 123, Public Law 1974, or other laws of New Jersey, or the Constitution of New Jersey and the United States.
- B. Whenever any representatives of the Association or any driver is mutually scheduled by the parties to participate during working hours in negotiations, or grievance procedure, he shall suffer no loss in pay. However, the Association shall pay one half the cost of substitutes.
- 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 normal school operations and that the administration has been duly notified and approval has been secured.

ARTICLE VI SCHOOL CALENDAR

- A. The work year for drivers shall be every day that school is in session, (up to 185 days), as per the 1985-1988 official school calendars.
- B. All drivers must report to the bus garage prior to the opening day of school and familiarize themselves with their driving assignments.

C. Mechanics, mechanics helpers and fuel attendant employed full time (12 months) will be granted thirteen (13) paid holidays per year. The days to be considered paid holidays will be negotiated with the Association prior to July 1st of each year.

D. Full time mechanics, mechanics helpers and fuel attendant with one (1) year of service shall be granted two (2) weeks vacation with pay. Those with seven (7) years of service shall be granted three (3) weeks vacation with pay. Those with fifteen (15) years of service shall be granted four (4) weeks vacation with pay.

E. Vacations will normally be taken during the months of July and August. However, up to two (2) weeks vacation may be taken at another time of the year provided no more than one (1) man is gone at any given time and permission is granted by the Supervisor.

F. The length of the workday for mechanics, mechanics helpers and fuel attendant shall be eight (8) hours plus one (1) hour for lunch.

ARTICLE VII SALARIES

- A. The salaries of all drivers covered by this Agreement are set forth in Schedule "A", which is attached hereto and made a part of this Agreement.
- B. The salaries of all mechanics covered by this Agreement are set forth in Schedule "B" and mechanics helpers are set forth in Schedule "C" and fuel attendant as set forth in schedule "D" which are attached hereto and made a part of this Agreement.
- C. 1. All drivers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
2. All mechanics, mechanics helpers and fuel attendant employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
3. When a pay day falls on or during a school holiday, vacation or weekend, drivers shall receive their pay checks on the last previous working day.
4. Drivers shall receive their final checks on the last working day in June.
5. All monies due drivers for extra work will be paid on the weekly voucher system as per present practice.
D. Any authorized paid leaves or paid holidays will not be deducted from overtime computations.

ARTICLE VIII DRIVER EVALUATION

- A. All monitoring or observation of the work performance of a driver shall be conducted by the Transportation Supervisor or other administrator openly and with the full knowledge of the driver. An evaluation shall be conducted at least once a year on an evaluation form developed in consultation with the Association.
- B. Once a year, upon two school days' notice, a driver shall have the right to review the content of his personal file and to make reproduction of non-confidential file materials at his expense. No more than two drivers, on any one day shall be given such review rights and no materials shall be removed from the file. A driver shall have the right to submit a written answer to any material contained in his file and have it attached to such material.
- C. Any material, which is of a derogatory nature and which is to be placed in the personnel file, shall be reproduced and a copy given to the driver involved.

ARTICLE IX PROTECTION OF THE DRIVER, STUDENTS AND PROPERTY

- A. The Board shall continue to fulfill requirements placed upon it by law for the protection of drivers, students and property.
- B. Pursuant to the Statutes of the State of New Jersey, Title 18A:3-1, no person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his employment, use and apply such amounts of force as is reasonable and necessary:
 1. To quell a disturbance threatening physical injury to others.
 2. To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil.
 3. For the purpose of self defense; and
 4. For the protection of persons or property and such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intent of this action. Every resolution by law, rule, ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.
- C. Pursuant to the Statutes of the State of New Jersey, Title 18A:16-6, whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any Board of Education, for any act or omission arising out of and in the course of the performance of the duties of such office or position, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless or protect such persons from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.
- D. Pursuant to the Statutes of the State of New Jersey, Title 18A:16-6, 1, should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceedings, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.
- E. Drivers shall immediately report cases of assault suffered by them in connection with their employment to the Transportation Supervisor. This should be done on appropriate forms.
- F. Drivers shall immediately report to the Transportation Supervisor all cases of assault upon pupils. This shall be done on appropriate forms.
- G. Such notification shall be immediately forwarded to the Superintendent by the Transportation Supervisor who shall comply with a reasonable request from the driver for any information in the possession of the Superintendent relating to the incident or the persons involved and shall act in appropriate ways as liaison between the driver, the police and the courts.

ARTICLE X INSURANCE PROTECTION

- A. As of the beginning of the July 1, 1985 school year, the Board, after agreement with the Association regarding appropriate insurance carriers, shall provide the healthcare insurance protection designated below. The Board shall pay the full premium for each employee and in cases where appropriate for family plan insurance coverage.

1. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing July 1st and ending June 30th; when necessary, premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
2. Provision of the healthcare insurance program shall be detailed in master policies as agreed upon by the Board and the Association and shall include:
 - (a) Hospital room and board and miscellaneous costs.
 - (b) Out-patient benefits.
 - (c) Laboratory fees, diagnostic expenses and therapy treatments.
 - (d) Maternity costs.
 - (e) Surgical costs.
 - (f) Major-medical coverage/catastrophic coverage.
 - (g) Rider J. Supper J.
 - (h) Age 23 coverage.
 - (i) Prevailing fee.
 - (j) Rider J to Age 23.
 - (k) 365 Hospital days.
 - (l) Prescription Plan - \$1.00 Co-pay.
 - (m) Dental Plan - no deductible.
 - (n) Medical emergency.
 - (o) Assistant surgeon.
 - (p) Optical - effective July 1, 1987

The Toms River Board of Education and the Bus Drivers Association agree that the Board has the latitude to investigate and implement alternate carriers for prescription drugs, dental and major medical insurance carriers provided that all benefits and acceptability remain equal or better.

- B. The Board and the Association shall provide to each employee a description of the healthcare insurance coverage provided under this Article, no later than the beginning of the 1985 school year, which shall include a clear description of conditions and limits of coverage as listed above.
- C. The insurance protection becomes effective six (6) months after the date of employment.
- D. Subject to approval by the carrier, retires shall be permitted by advance payment to purchase group health insurance at the group rate, at no cost to the Board of Education.
- E. The provisions of this article shall not apply to permanent relief drivers or regular bus drivers "B". All permanent relief drivers employed in this capacity during the 1972-1973 school year will have the option of remaining in the Board's insurance plan provided they commenced paying all Premiums September 1, 1973.

ARTICLE XI RIGHTS OF THE BOARD

- A. Except as otherwise provided in this Agreement and under the provisions of Chapter 123, Public Law 1974, the Association recognizes that the Board has the responsibility and authority to manage and direct in behalf of the public, all the operations and activities of the Toms River School District to the extent authorized by law.
- B. Anything to the contrary notwithstanding, nothing contained in any section, paragraph, or sub-section of this Agreement shall be interpreted in any manner or be so construed as to indicate that the Board has waived rights which are expressly required by the courts to be retained by the Board.

ARTICLE XII PERSONAL FREEDOM

- A. The Board and the Association agree that the private and personal life of a driver is not within the appropriate concern or attention of the Board, except as it may interfere with the driver's responsibilities to and relationship with students and/or the school system.
- B. The Board and the Association agree that drivers will be entitled to full rights of citizenship, and no religious or political activities for any disciplinary action or discrimination with respect to the employment of such driver, providing they do not violate the Constitution of the State of New Jersey and the Statutes of the State of New Jersey.

ARTICLE XIII SICK LEAVE

- A. As of September, annually, all drivers employed on a ten-month basis shall be entitled to ten (10) sick leave days. Those drivers employed on a twelve-month basis shall be entitled to receive twelve (12) sick leave days. This shall be as of the first official day of said school year whether or not they report for duty on that day. Sick leave shall be accumulated.
- B. The Board of Education may at its discretion, request a doctor's certificate prior to payment of salary for sick leave used.
- C. The Board, upon application, will consider hardship cases for extension of sick leave. However, any decision of the Board in such a case shall be final and binding.
- D. Any regular "A" driver, after twenty years of service in the district, will be paid in lieu of accumulated sick leave, upon retirement, at the rate of \$20.00 per day to a maximum of \$1,250.00.

ARTICLE XIV TEMPORARY LEAVE OF ABSENCE

- A. Drivers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
 1. Drivers are entitled to three (3) days personal, accumulative leave, subject to advance notice and approval secured from the Superintendent. No more than four (4) drivers may be on personal leave on any one given day. Personal leave may be taken for a full day or a half day. Drivers taking half a day personal leave must perform one half (1/2) of their normally assigned runs. Such leave will be granted without reason being given. Unused personal leave will be added to accumulated sick leave.
- Personal leave means an activity that requires the member's presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session.
2. Up to five (5) school days at any one time shall be granted to members in the event of death of a member's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent or spouse's grandparent or any person with whom the member has made his home and any other member of the immediate household.
- In the case of the death of a near relative defined as first cousin, uncle, aunt, niece or nephew, there should be no deduction in the salary for absence on the date of the funeral subject to advance notice and approval of the Superintendent.
3. No leave of absence with pay shall be granted due to the requirements of a second job.
 4. Any other leave of absence granted by the Board may be without pay.

5. If a driver is subpoenaed by a court of law to appear on behalf of the Board, such member shall do so without loss of pay.
6. Members subpoenaed for jury service shall be reimbursed for the difference in pay.
7. If at any time during a term of jury service a driver is not required to report to the court, he must report to work.

ARTICLE XV EXTENDED LEAVE OF ABSENCE

- A. The Association and the Board of Education will abide by the law regarding driver disability occurring by reason of pregnancy.
- B. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the driver's immediate family, spouse, child or parent. Additional leave may be granted at the discretion of the Board.
- C. Any driver on a leave of absence granted under the provision A or B of this article must notify the Superintendent no later than April 1st as to whether he/she intends to return to his/her position the following September.
- D. Upon return from leave granted pursuant to any section of this Article, a driver shall be placed on the salary schedule at the same level occupied as at the time he left.
- E. All benefits to which a driver was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return. However, his position on the seniority list will reflect his one year absence.
- F. A driver given a medical leave of absence by the Board shall continue on the Board's insurance and medical policies provided:
 1. Said employee must return to work no later than one (1) year from the time their accumulated sick leave has been depleted.
 2. The premium for three (3) months shall be paid in advance by the employee on leave and shall continue to be paid three (3) months in advance during the approved leave of absence.
 3. If the driver fails to pay in advance in accordance with Paragraph one (1) above, a thirty (30) day grace period shall be allowed and if the three (3) months payment is not made within this period, coverage shall lapse.
 4. Upon returning to work from medical leave of absence as a regular employee following the granted leave by the Board, the driver shall be reimbursed for the premiums paid that would normally have been paid by the Board of any driver not on leave.

ARTICLE XVI GLOSSARY

1. Regular driver:
 - A. A driver employed to work regularly while school is in session and to run three (3) or more A.M. and P.M. runs.
 - B. A driver employed to work regularly while school is in session and has less than three (3) A.M. and P.M. runs.
2. Permanent Relief driver: A driver employed under an arrangement to drive runs for regular drivers who are absent.
 - A. Grandfather present three (3) Permanent Relief drivers.
 - B. Limit new Permanent Relief drivers to additional ten (10).
 - C. Limit new Permanent Relief drivers to A.M. only.
 - D. Limit new Permanent Relief drivers to a maximum of twenty (20) hours per week, except in emergency (Committee to define emergency).
 - E. Limit Permanent Relief drivers - not to be used for kindergarten, out-of-district shuttles & intermediate late runs.
 - F. Remove from seniority list for trips only.

3. Substitute driver: A driver hired on a per diem basis.
4. Basic Runs: Three (3) complete consecutive round trips, A.M. and P.M.
5. Special Runs:
 - A. Kindergarten run: A noon day in and out run taking only kindergarten children to and from school.
 - B. Shuttle runs: A run whereby a bus picks up children from one school and takes them to another school.
 - C. Late runs: Any run, excluding athletic or educational trips, that leaves a school later than the normal dismissal time.
 - D. Runs listed under the number will not be assigned in lieu of basic runs.
6. Extra Curricular Trips - Athletic and Educational Trips.
7. Four-run package: Four complete consecutive round trips A.M. and P.M. Not to exceed previous standard times of three (3) runs: 6:30 A.M. - 8:30 A.M., 2:00 P.M. - 5:00 P.M.
8. Vocational run: Out-of-district run to a County Vocational School.

ARTICLE XVII SENIORITY

- A. The status secured by length of service for this school board to which certain rights, hereinafter are defined.
- B. The original seniority list compiled by 1984 is in effect. Hereafter, the seniority list is based on the driver's first day of employment as a regular driver.
- C. A seniority list that includes Permanent Relief Drivers will be compiled prior to September 1, 1985. This list shall be used only in connection with trips taken after school hours and on weekends.
- D. The seniority list as compiled will be maintained by the Transportation Supervisor and will be kept current. The list will be posted in the drivers' room and will show the runs assigned each regular driver.
- E. When runs are assigned for the school year, the most lucrative runs shall be assigned according to the seniority list.
- F. If available, on or before August 23rd, the Transportation Supervisor will make available to the Association a list of all bus assignments. He will further make available to the Association by August 23rd, a list of all run assignments, if available.
- G. In the event of the necessity of staff reduction, lay-off shall start at the bottom of the seniority list. The last employee laid off will be the first to be rehired. This seniority right shall not continue for more than one (1) year.

1. Those drivers who may be employed as permanent relief drivers and those that may be retained as regular drivers but do not have the three (3) basic runs, will retain the health insurance benefits that he enjoyed as a regular driver for the life of this contract.
2. Drivers retained as permanent relief drivers will be paid as permanent relief drivers.
3. Those drivers retained as regular drivers will be paid a percentage of the basic runs at the step of the guide they are on, based on the number of runs assigned.

ARTICLE XVIII AVAILABILITY LIST

- A. Packages or runs will be assigned on the basis of seniority. Hardship cases will be considered, but no consideration will be given to the requirements of a second job when runs are assigned. Extra curricular runs will not be included in packages.
 1. If available on or before August 15, senior drivers will select the package of runs they desire.

- B. Any regular driver who is not to be re-employed for the next school year must be notified prior to June 1st.
- C. No regular driver may be assigned additional runs until all regular drivers, who desire them, have five (5) runs.
 1. Runs under this paragraph shall be counted as follows:
 - a. Basic runs 3
 - b. Special education or Kindergarten in and out 1
 - c. Four-run package 4
 - d. Vocational run 1
 - e. Late run 1
 2. Providing sufficient drivers are available, no driver shall be entitled to more than one shuttle run.

- D. When it is known that a regular driver will be absent for twenty (20) or more working days, the next senior regular driver will be given the extra Kindergarten, Special Education or late runs until the regular driver returns provided he has indicated availability for these runs. If less than twenty (20) working days, the substitute driver will take the extra runs. Any regular driver taking these runs will be paid on the basis of the substitute pay rate for these runs.
- E. Any new positions will be posted in the drivers' room. These runs will be assigned to the senior driver so long as they result in monetary gain.
- F. Regular drivers will be used as substitutes whenever possible prior to the use of substitutes from the substitutes list.
- G. Any run(s) that becomes available after October 1, as of the current school year, due to creation or extrusion from existing packages will be assigned in the following manner:
 1. The run(s) will be placed in the package of the most senior driver with the availability to perform the run(s) subject to Paragraph C of Article XVIII.
 2. A driver will not be required to accept a run(s) unless he is the least senior driver and has the availability in his package for the run(s).
 3. The most senior driver will be entitled to the new package of runs if he desires them. The new package must result in a monetary gain or afford the driver to gain additional substitute work. If the driver does not exercise his rights, then the next senior driver will exercise this right.
 4. When a driver refuses an additional run(s) he will be placed at the bottom of the list(s) for availability for these run(s). The exception will be a one-half (1/2) Kindergarten run. Refusal will not place him on the bottom of the list for a full Kindergarten run.
 5. A driver must respond to a memo requesting an answer of acceptance/refusal of an offering for a monetary gain within two (2) full working days, except when on an excused leave and then the two working day rule begins the day after notified. Failure to do so will be considered a refusal. A driver is responsible to return the memo directly to the Transportation Supervisor. Copies of all memos will be sent to the Association President with a notation of date and time issued and dates and time returned to supervisor. Copy of memo will be placed in the drivers personal folder.

ARTICLE XIX EXTRA CURRICULAR TRIPS

- A. Extra curricular trips will be assigned from three availability lists:
 1. Trips occurring during school hours.
 2. Trips occurring after school hours.
 3. Trips occurring on weekends, holidays and isolated holidays.
 4. Trips occurring on those day or longer holidays, will be assigned from special preposted sign-up list.

5. Any driver not previously on the trip lists, may have his name placed on the lists by requesting same five (5) days in advance.
- B. Three trip markup lists will be maintained in the drivers room. One list shall designate trips during school hours. The second shall be kept for after school hours. The third shall be kept for weekends and related holidays.
- C. Trips will be assigned on a rotating basis as they are received. If more than one (1) trip is going out on the same day, the senior eligible driver on that day will have choice of trips.
 1. Failure to take an assigned trip will result in loss of turn.
 2. Consequent failure to take assigned trips, two consecutive refusals, will result in being dropped from the list for the remainder of the school year.
 3. Any driver who calls in sick waits for full rotation of the availability list. That driver is not charged for a refusal.
 4. Any trip or refusal of trip that comes into the office with less than 48 hours notice will be given to the next driver on the availability list. Should that driver refuse the trip, he will not be charged with a refusal but will be bypassed until rotation comes back to him.
 5. If a driver accepts an emergency trip that is under three hours in duration, he will not be charged for a trip. However, any emergency trip over three hours will be charged.
 6. If a driver is out on sick leave on a Friday, he loses the trip assigned Friday, Saturday and Sunday.
 7. After school activity trips will be given out on a weekly basis according to rotation by seniority. Available drivers are only those who have signed for them.
 8. A trip will become an emergency trip when the original driver refuses the trip less than two hours prior to departing time or when extra buses are needed immediately. Drivers may request their names be placed on the emergency call list; however, the supervisor will exercise judgement in all cases of who will be called.
 9. If a more lucrative trip becomes available after all trips are assigned for any one day, said trip will be assigned to the next senior driver.
 10. Drivers will notify the office as to acceptance or refusal of trips as follows:
 - a. If a green trip slip is given out in the morning, the driver must notify the office by noon the same day.
 - b. If a green trip slip is given out after noon for a trip the same day, the driver must notify the office by no later than 7:30 A.M. the next day.

The office will time and date all trip slips.

 11. If a driver is assigned to substitute on a regular run he will be required to do these runs in lieu of extra curricular trips.
 12. Trips that are assigned during a Christmas or Easter Holiday period and refused by the driver will not result in a penalty. Drivers that accept these trips will not be charged.
 - D. When possible, drivers will be given a minimum of 48 hours advance notice of trip assignments.
 - E. In the event a trip is cancelled on the scheduled day and the man is sent home, he shall receive two (2) hours pay.
 - F. Any trip out of the school district that requires four (4) or more buses, shall have a driver in charge. He shall be responsible for directing the bus operation and shall cooperate with the person in charge of arrangements for the school. The driver in charge shall be the senior driver.
 - G. Any Educational or Athletic trip out of the school district that requires the driver to stay overnight shall be taken by the trip driver on a rotating basis providing the trip goes out prior to 6 P.M. Any trip after this time will revert back to the rotating night or weekend trip list.

ARTICLE XX PAYMENT OF RUNS

- A. Drivers shall be paid for all assigned runs as of the opening day of school on the mid-month payday in September.
- B. All monies due drivers for extra work will be paid on the weekly voucher system as per present practice.
- C. Permanent Relief Drivers to be paid as follows:
 1. Amount of money for the step on the guide Schedule A.
 2. Amount of money for the Four-Run Package on Schedule A.
 3. Sum of "1 & 2" divided by one-half (1/2).

ARTICLE XXI MINI BUSES

- A. Remuneration for mini-bus drivers will be based on the eight (8) hour day as per salary on schedule "A".
- B. Initial assignments will be on the basis of suitability to manage special children. Consideration will be given to seniority.
- C. Mini-bus drivers will not be subject to yearly reassignments. Reassignments will be in the event of vacancies only.

ARTICLE XXII TRIP RUNS

- A. Trip Driver work day shall be eight (8) hours plus one (1) hour lunch. Remuneration will be salary as indicated on salary guide Schedule "A".
 1. When driver is not driving gifted or environmental pupils, he will be used to fill in on regular runs as a substitute at no additional remuneration.
 2. Trip drivers shall be available for lengthy trips (educational or athletic) and when no trips are scheduled they will be used as in one above.
- B. Remuneration for trip drivers will be based on the salary (Schedule "A").
- C. Initial assignment will be on the basis of suitability for assignment. Consideration will be given to seniority and changes will not be made arbitrarily or capriciously.
- D. The trip drivers shall be entitled to a fifteen minute relief period between consecutive trip runs.

ARTICLE XXIII MEDICAL EXAMINATIONS

- A. Any medical examinations required for issuance or renewal of the driver's "Special bus driver and school bus driver license" are the responsibility of the driver.
- B. The Board may, at its discretion, require medical examination by a physician designated by the Board.
- C. The fee for any medical examination mandated by the Board will be paid by the Board.

ARTICLE XXIV OVERTIME

- A. If a driver is required to attend a parent, supervisor or principal conference after regular runs (8:30 A.M.) the driver shall be reimbursed on the basis of the existing hourly scale (Schedule "A").
- B. In the event an emergency prevents a driver from returning to the garage at the normal time, he shall be reimbursed at the existing hourly rate for the time spent on the road.
- C. All mechanics and trip drivers will be entitled to overtime as follows:

1. The first eight (8) hours of any workday, will be paid at the regular rate. Any hours worked in excess of eight (8) hours, will be paid at overtime rate.
- D. All employees who work over forty (40) hours in any one week, will be paid at the overtime rate for those hours in excess of forty (40). Overtime will be compensated at the rate of one and one half (1 1/2) times the hourly rate.

ARTICLE XXV BUS ASSIGNMENT

- A. New buses will normally be assigned on the basis of seniority, however, the Board or its designee, will have the choice of assignment. Such assignment will not be arbitrary or capricious.

ARTICLE XXVI BUS MAINTENANCE

- A. All mechanics employed in bus maintenance shall be provided with all uniforms, steel toed safety shoes, foul weather gear and safety eye glasses. In the event that prescription safety eye glasses are required, the mechanic is responsible for obtaining the prescription at his expense. All safety gear and equipment must be worn at all times and failure to do so will result in disciplinary action.
- B. Safety gear and equipment will be replaced as needed at the discretion of the Board.
- C. Cost of cleaning uniforms will be paid by the Board.

ARTICLE XXVII GENERAL

- A. In the event that a non-driving employee of the transportation department, through no fault of his own, is forced to revert to regular driving status, he shall be placed on the seniority list in accordance with the actual years he was driving a school bus for the Tom's River Regional School System and has continued to keep a valid School Bus Driver's License. He shall not assume his place on the seniority list until the start of the new school year.
- B. A regular relief driver who subsequently is employed as a regular driver, will receive credit on the salary guide as follows:
 1. For each year employed as a regular relief driver, one half (1/2) year credit on Schedule "A".
 2. Seniority number assigned as per new driver.

ARTICLE XXVIII MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provisions 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.
- B. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemptly that there is no discrimination in hiring, training, no disciplining of drivers, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.
- C. Nothing in this Agreement which changes pre-existing Board Policy, rules or regulations shall operate retroactively unless expressly so stated.

- D. Copies of this Agreement shall be printed and the expense shall be shared equally by the Board and the Association as soon as possible after the Agreement is signed. A copy shall be presented to all drivers now employed, or thereafter employed.

ARTICLE XXIX CONTINUITY OF OPERATIONS

- A. The Association acknowledges and agrees that the employees of the Board of Education, which it represents, are prohibited by law the right to strike or to engage in any other concerted job actions such as work stoppages, slow-downs, sick-outs, which would disable or diminish the efficiency of the Board of Education, in the discharge of its Constitutional or Statutory duties. Further, the Association agrees that any such action as stated above would constitute a material break of this Agreement.

ARTICLE XXX MECHANICS NIGHT SHIFT

- A. The night shift will be an eight (8) hour shift.
- B. Assignment to the night shift will be by seniority with the most senior mechanics having the right to reject the assignment and the junior mechanics having to accept the assignment if the complement is not filled.
- C. All men working the night shift will receive an additional 10% of their monthly salary for each month that they work nights.
- D. One member of the shift, the most senior man designated by the Supervisor, will be appointed Night Foreman.

ARTICLE XXXI DISMISSAL AND DISCIPLINARY

- A. No employee shall be discharged or suspended except for just cause.
- B. Employees will serve a six (6) month probationary period. Any employee may be dismissed during the probationary period without prior warning. Each employee shall receive a written evaluation from his immediate supervisor ninety (90) days after the beginning of his employment.
- C. For any actions of an employee that does not call for immediate dismissal or suspension, the following shall apply.
 1. First offense: Verbal warning by the Supervisor.
 2. Second offense: Written warning by the Supervisor, copy to the Association.
 3. Third offense: Three days suspension without pay, copy of suspension notification to the Association.
 4. Fourth offense: Dismissal
 5. One (1) year of good behavior will remove second offense written warning. Two (2) years of good behavior will remove a third offense written warning.
 6. A driver found guilty of a moving violation, as a first offense, will be placed on level C-2, written warning by Supervisor. Copy to the Association and Defensive Driver courses will be required.

ARTICLE XXXII
REPRESENTATION FEE

- A. The Association shall, on or before September 30, deliver to the Board a written statement containing the following:
1. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
 2. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.
 3. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.
 4. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

B. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees in accordance with paragraph C below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

C. 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 paychecks:
1. In November; or
 2. Thirty (30) days after the employee begins his/her employment in a bargaining unit position or was on lay-off, 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. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.

D. 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.

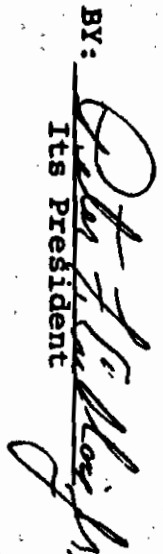
E. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

ARTICLE XXXIII
DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1985 and shall continue in effect until June 30, 1988 subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. In witness whereof the parties hereto have caused 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 year first above written.

ASSOCIATION

BY: 
Its President

BY: 
Its Secretary

BOARD OF EDUCATION

BY: 
Its President

BY: 
Its Secretary

SCHEDULE A
1985-1986

Step	Salary
0	\$ 7,680.00
1	7,775.00
2	8,116.00
3	8,500.00
4	8,915.00
5	9,095.00
6	9,470.00
7	9,608.00
8	12,643.00
9	14,181.00
Mini Bus Driver	18,558.00
Trip Driver	14,728.00
Four Run Package	1,598.00
Four Run Package (1/2)	799.00
Kindergarten In & Out	2,583.00
Out-of-district Shuttles	1,598.00
Local Shuttles	443.00
Late Runs	1,598.00
X-Runs	582.00
Trips, Educational & Athletic	7.90/hr.
Regular Driver Substitute Payment	
Noon runs In or Out	12.24/hr.
Noon runs In and Out	17.69/hr.
Late runs	12.24/hr.

SCHEDULE A
1986-1987

Step	Salary
0	\$ 8,325.00
1	6,475.00
2	8,625.00
3	8,986.00
4	9,350.00
5	9,785.00
6	9,995.00
7	10,420.00
8	10,608.00
9	15,281.00
Mini Bus Driver	20,228.00
Trip Driver	16,051.00
Four Run Package	1,742.00
Four Run Package (1/2)	871.00
Kindergarten In & Out	2,815.00
Out-of-district Shuttles	1,742.00
Local Shuttles	483.00
Late Runs	1,742.00
X-Runs	634.00
Trips, Educational & Athletic	8.61/hr.
Regular Driver Substitute Payment	
Noon runs In or Out	13.34/hr.
Noon runs In and Out	19.28/hr.
Late runs	13.34/hr.

SCHEDULE A
1987-1988

Step	Salary
0	\$ 8,975.00
1	8,125.00
2	8,275.00
3	8,425.00
4	8,788.00
5	10,250.00
6	10,665.00
7	10,945.00
8	11,420.00
9	14,108.00
10	16,381.00
Mini Bus Driver	22,048.00
Trip Driver	17,488.00
Four Run Package	1,888.00
Four Run Package (1/2)	949.00
Kindergarten In & Out	3,088.00
Out-of-district Shuttles	1,888.00
Local Shuttles	520.00
Late Runs	1,888.00
X-Runs	691.00
Trips, Educational & Athletic	9.58/hr.
Regular Driver Substitute Payment	
Noon runs In or Out	14.54/hr.
Noon runs In and Out	20.99/hr.
Late runs	14.54/hr.

SCHEDULE B
MECHANICS

1985-1986	\$23,548.18
1986-1987	\$25,429.85
1987-1988	\$27,484.24

SCHEDULE C
MECHANICS HELPER/TIREMAN

1985-1986	\$15,449.40
1986-1987	\$16,695.35
1987-1988	\$18,020.16

SCHEDULE D
FUEL ATTENDANT


1985-1986	\$13,316.00
1986-1987	\$14,500.00
1987-1988	\$15,660.00

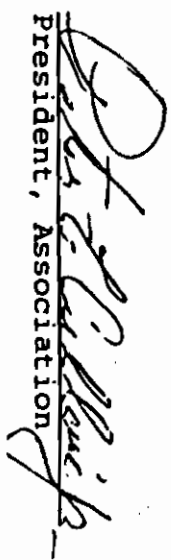
SPECIAL EDUCATION BUS ATTENDANT

Step	1985/1986	1986/1987	1987/1988
0	\$5.34/hr.	\$5.36/hr.	\$5.45/hr.
1	5.62/hr.	5.84/hr.	6.34/hr.
2	6.35/hr.	6.34/hr.	6.81/hr.
3	6.91/hr.	6.82/hr.	7.54/hr.
4		7.53/hr.	8.21/hr.

CONTRACT SIDEBAR AGREEMENTS
BETWEEN
THE BOARD OF EDUCATION OF THE
TOMS RIVER SCHOOLS
AND THE
TOMS RIVER SCHOOLS
BUS DRIVER'S AND BUS DRIVER'S
AIDES ASSOCIATION

1. **Extended Runs:** The number of extended runs will not exceed eight (8) runs in excess of forty-five minutes during each year of the Contract. Any runs in excess of forty-five minutes, the driver will be paid an additional \$450.00 annually.
2. **Bus Inspections:** Post practice governing procedures for drivers having their bus inspected will be continued for the life of the Contract.
3. **Safety Meetings:** The Association and the Transportation Department Supervisor will develop procedures for jointly sponsoring Safety Meetings.
4. **Defensive Driver Course:** Defensive Driving Program will be mandatory for all new drivers at some period during the first year of their employment.
5. **Bus Use:** The Board of Education and the Association agree that Board owned school buses will only be driven by school bus drivers in the employ of the Board of Education, except in unusual emergency situations or circumstances dictate otherwise.


Donald Mueller
President, Board of Education


Peter J. LaPlante
President, Association

Dated: