

**AGREEMENT**

**BETWEEN THE**

**SOUTH BRUNSWICK BOARD OF EDUCATION**

**AND THE**

**SOUTH BRUNSWICK SCHOOL BUS DRIVERS  
ASSOCIATION**

**COVERING THE PERIOD OF**

**JULY 1, 1994 THROUGH JUNE 30, 1997**

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## **ARTICLE I**

### **Recognition**

- A. The South Brunswick Board of Education ("Board") recognizes the South Brunswick School Bus Drivers Association, N.J.E.A. ("Association") as the exclusive majority representative for the following employees:

Bus Drivers  
Van Drivers

Excluded from the unit are all substitute bus/van drivers and all other professional, non-professional, supervisory and managerial employees including clerical and remaining support staff employees.

- B. Unless otherwise indicated the term "driver", as used in this Agreement, shall refer to all bargaining unit positions defined in paragraph "A" above.

## **ARTICLE II**

### **Negotiation Procedures**

- A. The Board and the Association agree to commence negotiations on a successor agreement under the timelines set forth in Chapter 123 of the Public Laws of 1974.
  
- B. 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

### Rights of the Board

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and, according to provisions of State Law, retains the right subject only to limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:
1. to hire, promote, transfer, assign, and retain drivers in positions within the school district and to suspend, demote, discharge or take other disciplinary action against drivers;
  2. to abolish any such position for reasons of economy or because of an alteration in transportation needs or of change in administrative or supervisory organization of the district or for other good cause;
  3. to maintain the efficiency of the district operations entrusted to them;
  4. to determine the means by which such operations are to be conducted;
  5. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- B. It is understood by the parties that, under the rulings of the courts of New Jersey, the Board of Education is forbidden to waive any rights or forbidden to waive any rights or powers granted to it by law.

## ARTICLE IV

### Association Rights and Privileges

- A. The Board agrees to furnish to the Association in response to reasonable requests, from time to time, available information in the public domain.
- B. The Board agrees to provide information to the Association in response to reasonable requests when such information is necessary for the Association to carry out its obligations to negotiate on behalf of drivers or investigate and process grievances.
- C. Whenever any representative of the Association is required by the Superintendent to participate during working hours in negotiations, grievance proceedings, grievance conferences or grievance meetings he/she shall suffer no loss of pay.
- D. The Association and its representatives may be permitted to use school buildings at reasonable hours, for meetings upon prior notice and approval by the principal of the school in question.
- E. The Association and its representatives may be permitted to use school facilities and office equipment upon prior notice and approval by the principal, at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof;
- F. The Association may be permitted the reasonable use of the inter-school mail facilities and school mail boxes.
- G. In the event that a driver is required to confer with the Board, or a committee of the Board, concerning any matter that could affect the continuation of the driver in his/her position or employment, or could affect his/her terms and conditions of employment, then the driver shall be given prior written notice stating the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him/her during such a meeting.

## ARTICLE V

### Grievance Procedure

#### A. Definition

1. A "grievance" is a claim by a driver, a group of drivers or the Association that there has been a violation of this Agreement. The driver, group of drivers or the Association who files a grievance is known as the "grievant."
2. The Association shall be notified in advance of all grievance meetings which involve a driver and may be present at any such meeting.

#### B. Time Limits

Failure by the Board or its representatives at any step of this procedure to communicate a decision on a grievance within the specified time limit shall permit the grievant to proceed to the next step of the procedure. Failure by the grievant at any step of this procedure to appeal a grievance to the next step of the procedure within time limits shall constitute acceptance of the decision rendered at that step. The time limits specified may be extended by mutual, written agreement of the grievant and the relevant supervisor (or the Board, if at the Board level).

- C. During and notwithstanding the pendency of the grievance, the grievant and all other drivers shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance shall be fully determined.
- D. If the event giving rise to the grievance was initiated at a level above the Transportation Coordinator, the grievance may be initially filed at a higher level. The initial time line on the filing of written grievance set forth in "E. 2" below shall be the time line for filing under this section.

## **ARTICLE V**

### **Grievance Procedure**

#### **E Procedural Steps**

##### **1. Level One**

A grievant shall first discuss the problem with the Transportation Coordinator. The grievant shall state at the outset that he/she is initiating Level One of this procedure.

##### **2. Level Two**

If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant, he/she may set forth his/her grievance in writing to the Transportation Coordinator within ten (10) work days of the event giving rise to the grievance. The written grievance shall specify:

- a. The specific provision(s) of the Agreement alleged to have been violated;
- b. The nature and extent of the injury or loss;
- c. The date or dates on which discussion occurred under Level One or, if the grievant seeks to file the grievance at any step but Level One under the terms of "D" above, why the grievance is being initiated at a higher step;
- d. The results of the discussion(s) at Level One;
- e. The remedy sought.

The Transportation Coordinator shall communicate his/her decision to the grievant in writing within five (5) working days of receipt of the written grievance.



## ARTICLE V

### GRIEVANCE PROCEDURE

#### **E Procedural Steps**

##### **3. Level Three**

The grievant may appeal the decision of the Transportation Coordinator to the Director of Buildings, Grounds and Transportation within five (5) working days of the Transportation Coordinator's response. The written appeal shall conform to "2.a" through "e" communicate his/her decision to the grievant in writing within five (5) working days upon receipt of the written grievance.

##### **4. Level Four**

The grievant may appeal the decision to the Director of Buildings, Grounds and Transportation to the Superintendent of Schools within five (5) working days of the Director of Buildings, Grounds and Transportation's response. The written appeal shall conform to "2.a" through "e" above. The Superintendent shall communicate his/her decision to the grievant in writing within five (5) working days of receipt of the written grievance.

##### **5. Level Five**

The grievant may appeal the decision of the Superintendent to the Board within five (5) working days of the Superintendent's response. The written appeal shall conform to "2.a" through "e" above. The Board shall review the grievance and, at its option, meet with the grievant, and render a decision in writing within thirty (30) days of receipt of the written grievance.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### **E Procedural Steps**

##### **6. Level Six**

The Association may appeal the decision of the Board to arbitration within ten (10) working days of the Board's response.

- a. The parties agree to be bound by the Rules of Arbitration of the American Arbitration Association.
- b. The selected arbitrator shall hold a hearing and issue his/her decision not later than thirty (30) days from the close of the hearing or from the date of the last submitted written brief, if any.
- c. The arbitrator shall limit himself/herself to the issues submitted by the parties and shall consider nothing else. The arbitrator shall be without power to add to or subtract from the Agreement.
- d. The decision of the arbitrator shall be in writing and set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding on the parties.
- e. The arbitrator's fee shall be shared equally by the Board and the Association.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### **F. No Strike/No Lockout**

1. The Association agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any driver from his position, or stoppage of work or abstinence in whole or in part from the full, faithful, and proper performance of the employment), work stoppage, slowdown, walkout, or other action against the school district. The Association further agrees during the term of this Agreement that it will actively discourage and will take whatever affirmative steps necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Board.
  
2. The School Board agrees that during the term of this Agreement neither the Board or any of its agents will cause, authorize, or support the locking out of any driver in this bargaining unit.

## ARTICLE VI

### SALARY SCHEDULE

#### A. **Salary Guide**

Bus drivers shall be paid on the basis of the Salary Schedule which is part of this Agreement.

#### B. **Initial Guide Placement**

New drivers shall receive salary guide credit for all but one (1) year of prior experience as a bus driver, i.e., a new driver with six (6) years of experience shall be placed on the same step as a current driver with five (5) years of experience.

#### C. **Step Movement**

1. There shall be no partial steps.
2. Drivers who begin prior to December 31st, shall receive a full step increment on the first day of the next work year.
3. Drivers who begin after December 31st, shall remain on the same step for the next work year.

D. In addition to the salary established on the Salary Schedule, a driver shall receive a differential of twenty cents (\$.20) per hour for possession of a valid National Safety Council "defensive driving " certificate.

#### E. **Longevity**

A longevity adjustment of twenty cents (\$.20) shall begin on the September 1 after the completion of the tenth anniversary date of employment.

## ARTICLE VI

### SALARY SCHEDULE

#### **F. Overtime**

The Board agrees to pay overtime authorized by the Transportation Coordinator, as follows:

1. Work performed beyond forty (40) hours per week shall be paid at time and one-half. A week is defined as the period between Monday through Sunday.
2. Work performed on Sundays will be paid at time and one-half.
3. Work performed on major holidays shall be paid at two times the regular rate of pay. Major holidays are Labor Day, Thanksgiving, Day following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Martin Luther King's Birthday, and Good Friday.
4. For purposes of determining overtime, the following shall count as regular hours worked: paid sick leave days, paid personal days, and other paid leaves of absence.
5. There shall be no pyramiding of overtime benefits under the terms of this Agreement.

#### **G. Dry Runs**

Drivers shall be paid for no less than one dry run day each year.

#### **H. Pay for Time Worked**

Unless otherwise covered in this Agreement, drivers shall be paid at their regular rate for all time worked.

## ARTICLE VI

### SALARY SCHEDULES

#### I. **Driver Training**

Drivers who are assigned to perform driver training shall be paid a differential of one dollar (\$1.00) per hour for all time on that assignment.

#### J. **Contracted Salary**

1. Effective 7/1/95 there shall be a contract system under which, insofar as possible, employees shall be offered a written contract specifying a minimum number of hours to be worked during the school year.
2. The normal date of issuance for such contracts shall be September 1 of each year. Employees must signal their intention to accept such a contract by signing the contract and returning it to the district's personnel office within three (3) work days of receipt.
3. It is understood that the district may not be able to extend such contracts to all unit members because of the fluidity of their work situations, as limited by Article XII of the agreement.
4. Hours worked by an employee over and above the contracted hours shall be vouchered and paid as per practice.
5. Employees who receive a contract shall be provided fifteen days written notice of a reduction in contracted hours. Any permanent reduction or increase in regular work shall be reflected in contracted hours after 30 days of permanent assignment.
6. The contract shall maintain the hourly rate approach. (e.g. 180 days x 5 hours per day x hourly rate).

## **ARTICLE VI**

### **SALARY SCHEDULES**

7. Employees who receive a contract shall receive their base pay (total pay minus any vouchered hours) in twenty (20) equal installments commencing on September 15.
8. Salaries reported to PERS shall reflect contracted hours plus a factor reflecting projected voucher work.

**ARTICLE VI**

**SALARY SCHEDULE**

**BUS DRIVERS SALARY GUIDE**

<b><u>STEP</u></b>	<b><u>1994-95</u></b>	<b><u>1995-96</u></b>	<b><u>1996-97</u></b>
1	\$10.30	\$10.65	\$10.98
2	\$10.56	\$10.92	\$11.25
3	\$10.82	\$11.19	\$11.53
4	\$11.08	\$11.45	\$11.81
5	\$11.33	\$11.72	\$12.08
6	\$11.59	\$11.99	\$12.36
7	\$11.90	\$12.31	\$12.69
8	\$12.16	\$12.58	\$12.96
9	\$12.52	\$12.95	\$13.35
10	\$12.92	\$13.36	\$13.77
11	\$13.43	\$13.89	\$14.32
12	\$14.46	\$14.96	\$15.42
Defensive Driving	.20		
Longevity	.20		



## ARTICLE VII

### WORK YEAR AND WORK WEEK

#### **A. Work Year**

1. The minimum work year for drivers shall be 180 days.
2. New drivers may be required to attend orientation sessions.
3. "Out of district" may be assigned to work on days when other districts are in session but South Brunswick is not in session.

#### **B. Work Week**

The regular work week shall be Monday through Friday with the exception of school recesses and school holidays.

#### **C. Work Day**

1. Beginning in the school year 1991-92, all drivers will receive a five (5) hour per day guarantee, if desired. The five hours will include to-and-from runs, mid-day runs, and late runs. A driver assigned to extra runs in order to reach the five hour guarantee may waive any of the extra runs, thereby waiving the five hour per day guarantee for that year. If a run is refused, the waiver of the five hour guarantee shall be limited to the day of the week during which the refused run was scheduled.
2. The work day of all drivers shall include fifteen (15) minutes for bus precheck and fifteen (15) minutes for cleanup.
3. All time worked shall be rounded to the next higher quarter hour.
4. In the calculation of time worked, drivers shall be paid for any layover time of one-half (1/2) hour or less.

## ARTICLE VII

### WORK YEAR AND WORK WEEK

#### D. Other Work

Except in emergencies, all athletic runs and trips shall be offered to drivers on a rotating basis. On a regular basis, an Association Representative and the Transportation Coordinator shall meet to confirm that the assignment of other work is being rotated fairly.

## ARTICLE VIII

### LONG TERM LEAVES OF ABSENCE

#### A. Child Rearing Leave

1. In the case of the birth of a child, any driver who has been employed for three (3) continuous years, shall have the right to apply for a leave without pay for child rearing purposes.
2. Application for child rearing leave shall be made by the driver to the Superintendent at least three (3) months prior to the anticipated birth of the child.
3. Child rearing leave shall be granted to drivers who have been employed for three (3) continuous years for the balance of the work year (concluding June 30) in which the child is born and for one (1) additional work year. The eligible driver shall state whether he or she desires a leave solely for the balance of the work year in which the child is born or for an additional work year.
4. Any driver adopting a child shall be granted a child rearing leave in conformity with the provisions of "A.3" which shall commence upon the date such driver obtains custody of the child. Since such a date of custody cannot be predicted in all cases, notices shall be given to the Superintendent at least sixty (60) days prior to the anticipated date of custody if possible, and if not, as soon as practicable.
5. Nothing herein shall prevent the driver and the Board from agreeing that a driver may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board and is not medically contra-indicated. Denial of a request for earlier return shall not be arbitrable under Article V.

## ARTICLE VIII

### LONG TERM LEAVES OF ABSENCE

#### A. **Child Rearing Leave**

6. Upon return from a child rearing leave all benefits to which the driver was entitled at the time of the commencement of leave, including unused accumulated sick leave, shall be restored. This provision does not extend to reinstatement of the percentage level under dental insurance. A driver returning from this leave shall receive dental insurance based upon the rules of the carrier.
7. The Board of Education shall pay the cost of medical insurance under the terms of Article X.A. for each driver on leave under the above provisions for three (3) months following the start of the leave or one (1) month following the birth, whichever occurs first.

#### 8. **Other Leaves**

Upon request, the Board may grant to a driver an extended leave of absence for personal reasons.

## ARTICLE IX

### SHORT TERM LEAVES OF ABSENCE

#### **A. Sick Leave of Absence**

Each driver shall receive ten (10) accumulative sick days per year. Unit members who retire from the District shall be compensated for accumulated sick leave by the following formula: 100% of accumulated sick leave days times \$10 per day. Retirement is defined as establishing eligibility to receive retirement benefits under P.E.R.S.

#### **B. Personal Days**

1. Drivers shall be entitled to one (1) personal day per year.
2. One (1) unused personal day annually shall be converted to accumulated sick leave.
3. A driver requesting personal leave shall inform the supervisor at least twenty four (24) hours before the day in question.
4. There shall be one (1) driver limit per workday on personal leave under the provisions of this article.

#### **C. Jury Duty**

Drivers called for jury duty shall be paid at their regular rate less compensated fees for jury duty.

## **ARTICLE IX**

### **SHORT TERM LEAVES OF ABSENCE**

#### **D. Bereavement Leave**

1. Three (3) days of absence with pay shall be granted upon request when death occurs in the immediate family. Immediate family is defined to include husband, wife, father, mother, son, daughter, brother, grandchildren, sister, husband's parents and grandparents and wife's parents and grandparents or any other household member with whom a close personal relationship exists.
2. Two (2) additional days of absence with pay may be granted under the terms of C.1., upon approval by the Superintendent for unusual and extenuating circumstances.
3. One (1) days leave of absence with pay may be granted upon approval of the Superintendent to attend the funeral of a close friend.

#### **E. Legal Days**

A driver shall be entitled to time necessary for appearances in any legal proceedings connected with the driver's employment or with the school system, except in those cases where the driver is a defendant and the school board is a plaintiff and cases where the driver is a plaintiff and the school board is a defendant.

#### **F. Other Leave**

Other leaves of absence may be granted upon the recommendation of the Superintendent.

## **ARTICLE X**

### **HEALTH INSURANCE**

#### **A. Medical**

The Board shall provide Blue Cross/Blue Shield Health Insurance through the State Health Plan. HMO contributions by the Board shall be at the relevant rate (single, parent/child, husband/wife or family). The HMO contribution by the Board shall not exceed the contribution for relevant insurance for drivers covered by the State Health Benefits Plan.

#### **B. Dental**

The Board shall provide New Jersey Dental Service Plan for driver with a twenty five dollar (\$25.00) deductible. Family coverage shall be provided by the Board beginning July 1, 1991. Unless and until a change is negotiated by the parties, the Board's maximum contribution to the family dental plan shall not exceed \$507 over the single plan cost per enrolled driver per year. If the cost of the insurance exceeds the per enrolled driver cost of \$507 plus the single plan cost, the additional cost shall be borne by drivers covered by the family plan.

#### **C. Pharmacy**

The Board shall provide the Blue Cross/Blue Shield Pharmacy Plan for driver and family at eight dollars (\$8.00) brand name, three dollars (\$3.00) generic and \$0 for mail order, effective 7/1/95. Ten dollars (\$10.00) brand name, three dollars (\$3.00) generic and \$0 for mail order, effective 7/1/96.

## **ARTICLE X**

### **HEALTH INSURANCE**

#### **D. New Employees**

Effective July 1, 1993, drivers whose official employment commences on or after July 1, 1993, shall be covered by single prescription and dental insurance for the first three (3) years of employment. Said unit members may buy into other enrollment levels.

#### **E. Eligibility**

Drivers shall be eligible for coverage pursuant to the rules of the carrier.

#### **F. Extended Disability**

##### **1. Total Disability**

"Total disability" shall mean one which,

- a. results from bodily injuries or disease, and
- b. wholly prevents the driver from engaging in his/her regular occupation, or assuming duties assigned by his/her superior taking into consideration the nature and degree of the disability.
- c. The driver must be under the care of a physician. The Board may require examination and statements from doctors of its own choosing as frequently as it is deemed necessary.



## **ARTICLE X**

### **HEALTH INSURANCE**

#### **F. Extended Disability**

##### **2. Eligibility**

- a. Extended total disability benefits shall be payable to all half-time (20 hours per week) or more drivers who are on an annual contractual arrangement with the South Brunswick School System, regardless of the term of service previously performed prior to total disability.
- b. Benefits shall not be available to any driver who has been notified in writing that his/her services are to be terminated or his/her contract not renewed, prior to the start of total disability, except as provided in paragraph d. below.
- c. Benefits shall also not be available to any driver who submits his/her resignation in writing prior to start of his total disability.
- d. Benefits to a driver whose services are to be terminated by a specific date, for whatever reason, and whose total disability preceded the notice of termination of such services, shall be paid only to the date of such termination provided driver is totally disabled at that time.
- e. A recurrence of the same disability within one hundred and eighty (180) days of discontinuance of original disability.

## **ARTICLE X**

### **HEALTH INSURANCE**

#### **F. Extended Disability**

##### **3. Benefits**

- a. A driver becomes eligible for payment under this Section only after using one hundred (100) percent of available accumulated sick leave days or waiting thirty (30) calendar days after the onset of the disability, whichever is longer.
- b. The amount of monthly payments shall be determined in the following manner:
  - (1) The basic monthly salary shall be computed by dividing the annual salary by the number of months the driver is required to perform service, as provided in the annual contract.
  - (2) Ten (10) month drivers (from September to June) shall not be eligible for benefit payment under this program during the months of July and August.
  - (3) Payments shall be made at the rate of sixty-seven (67) percent of driver salary subject to the limitations of e. below.
- c. The number of months that benefits shall be payable shall be determined by dividing the total number of months of service as a driver by four (4). Benefits also shall be payable for portion of a month. In no case shall the number of months benefits are received exceed 12 months.

## **ARTICLE X**

### **HEALTH INSURANCE**

#### **F. Extended Disability**

##### **3. Benefits**

- d. In no case shall benefits be payable concurrently with payments received by a driver for retirement under the Social Security Program or any state employees pension plan.
- e. Benefits under this program shall be reduced by the amount of any Workman's Compensation payments and by disability payment under Social Security. The driver shall be required to apply for such payments, if potentially eligible.

## **ARTICLE XI**

### **MISCELLANEOUS**

#### **A. Summer Work**

Any ten month driver called to work during summer months shall be paid an hourly rate equivalent to the rate on the salary schedule effective July 1 of that year.

#### **B. Cancellations and Postponements**

1. If a field trip has been scheduled on other than a regular workday, and the driver has been notified of the cancellation prior to arrival at the central office, there shall be no compensation. If the driver is notified after arrival at the Central Office, he/she shall receive one (1) hour of pay. If the driver is notified after arrival at the school from which the field trip commences, he/she shall receive two (2) hours of pay.
2. If a field trip is postponed halfway through because of inclement weather and rescheduled, the driver who was on the trip will have first chance of taking that rescheduled trip.
3. Whenever a regularly assigned run is shortened or cancelled on a daily basis, drivers will be paid for their regularly scheduled time provided that they remain at work and are available for work as needed.

#### **C. Unscheduled Runs**

A minimum of one-half (1/2) hour pay for each one-half (1/2) portion thereof, shall be paid for unscheduled runs, i.e. special children who are not picked up on another run, an inspection, trips to a garage, etc. For the purposes of this language, connected unscheduled runs on the same day are a single run.

## **ARTICLE XI**

### **MISCELLANEOUS**

#### **D. Notification of Assignments on Holidays and Weekends**

The Board of Education will provide written information concerning assignments on holidays and weekends on the bulletin board at least one (1) week before the work, when possible.

#### **E. Starting of Buses**

An effort will be made to have buses started fifteen (15) minutes before the starting time of a run and kept running when night time temperature falls below forty (40) degrees fahrenheit.

#### **F. Changing of Stops**

The Administration shall notify parents at the beginning of the year that under normal conditions, drivers shall not be authorized to change established stops.

#### **G. In Service**

Drivers who are requested to attend an in-service or participate in any other type of training at a time beyond the normal work week and beyond the minimum one hundred eighty (180) days listed in the Agreement shall be compensated at their regular hourly rate unless they are eligible for overtime under the provisions of Article VI.G.

## **ARTICLE XI**

### **MISCELLANEOUS**

#### **H. Trip Sheets**

Trip sheets shall include all authorized stops, except in case of emergency. Any additional stops must be approved via radio by Coordinator or designee.

#### **I. Out of State Trips**

All New York City trips shall have two (2) drivers assigned to each bus and both drivers shall be paid at the appropriate rate.

#### **J. Severability**

If any provisions of this Agreement or any applications of this Agreement to any driver or group of drivers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## ARTICLE XII

### PROTECTION OF DRIVERS

#### A. **Workers' Compensation**

The Board of Education shall carry insurance policies to provide Workers' Compensation for any driver who is injured while in performance of his/her duties.

#### B. **Save Harmless**

In the event of litigation, civil or criminal, the Board will extend to its drivers all of the protections afforded by the statutes of the State of New Jersey in effect for such drivers.

#### C. **Just Cause**

No driver shall be disciplined or discharged without just cause.

#### D. **Seniority**

In the event of reduction in force, the last driver hired shall be the first driver reduced and the first driver hired shall be the last driver reduced.

#### E. **Letter of Reprimand**

Any letter of reprimand placed in a driver's personnel file shall be removed from the file no sooner than five years following the date in which it was placed in the file. Removal of the letter of reprimand will occur only if no other letter of reprimand has been placed in the file during the five year period. Removal will occur upon petition of the driver.

#### F. **Rain Gear**

Effective 7/1/95, the Board will provide rain gear to any driver required to gas vehicles.

## **ARTICLE XIII**

### **AGENCY FEE**

#### **A. Purpose of Fee**

If any driver 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 driver 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 driver's per capita cost of services rendered by the Association as a 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 nonmembers will be determined by the Association in accordance with the 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 be set up to eight-five (85%) percent of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.



## **ARTICLE XIII**

### **AGENCY FEE**

#### **C. Deduction and Transmission of Fee**

##### **1. Notification**

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 drivers who have not become members of the Association for then current membership year. The Board will deduct from the salaries of such drivers in accordance with paragraph 2. below, the full amount of the representation fee and promptly will transmit so deducted to the Association.

##### **2. Payroll Deduction Schedule**

The payroll will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each driver 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 by the Board;  
or
- b. Thirty (30) days after the driver begins his/her employment in a bargaining unit position, unless the driver previously served in a bargaining unit position and continued in the employ of the Board in a nonbargaining 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 driver's employment in a bargaining unit position, whichever is later.

## **ARTICLE XIII**

### **AGENCY FEE**

#### **C. Deduction and Transmission of Fee**

##### **3. Termination of Employment**

If a driver who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to the said driver during the membership year in question.

##### **4. Mechanics**

Except as otherwise provided in the Article the mechanics for the deduction of representation fees and the transmission 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.

##### **5. Changes**

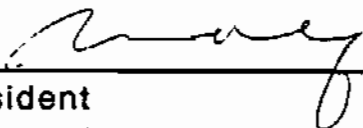
The Association will notify the Board in writing of any changes in the list provided for in paragraph "1" above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

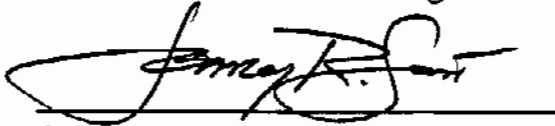
**ARTICLE XIV**

**DURATION**

- A. This Agreement shall take effect July 1, 1994 and shall continue in full force and effect through June 30, 1997. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.
- B. **IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all on the day and year written below:

**SOUTH BRUNSWICK BOARD OF  
EDUCATION**

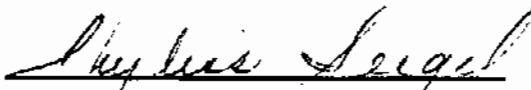
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

10-9-95  
Date

**SOUTH BRUNSWICK SCHOOL  
BUS DRIVERS ASSOCIATION**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

October 6, 1995  
Date