

NEGOTIATED AGREEMENT

BETWEEN THE

**SOUTH HUNTERDON REGIONAL
BUS DRIVER'S ASSOCIATION,**

NJEA, INC.

AND THE

**SOUTH HUNTERDON
REGIONAL HIGH SCHOOL
DISTRICT
BOARD OF EDUCATION**

2004-2005

2005-2006

2006-2007

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ARTICLE 1

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment of all bus/van drivers, holding a New Jersey Commercial Driver's License, involved with the transportation of regular and special needs students assigned by the South Hunterdon Regional Board of Education and other such personnel for whom representation may be established, pursuant to and in compliance with Chapter 303, New Jersey Public Laws of 1968, but excluding superintendent, business administrator/board secretary, principal, assistant principal, teachers, school nurse, guidance counselors, librarian, secretaries, custodians, substitute drivers, and cafeteria staff and all other employees of the Board.
- B. Unless otherwise indicated, the term "bus driver", when used hereinafter in this Agreement, shall refer to all employees shall represented by the Association, and references to male employees shall include female employees.

ARTICLE 2

NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the timetable to agree with recent legislation passed under Chapter 123, Public Law 1974, preceding the calendar year in which this Agreement expires.
- B. Designated representatives of the Board and the Association shall meet at mutually agreed times for a period not to exceed three (3) hours each meeting at regular negotiations sessions. This time would not apply to arbitrators, fact finders, etc. The meetings would be for the purpose of effecting a free exchange of facts, opinions, proposals and counter proposals in an effort to reach a mutually agreed upon contract. Both parties shall furnish each other, upon reasonable request, all available public information pertinent to the issue under consideration.
- C. Should a mutually acceptable amendment to the Agreement be negotiated by the parties, it shall be reduced to writing and submitted to the Board and the Association for approval.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit, as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during

the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any bus driver benefit existing prior to its effective date.

- F. This Agreement incorporates the entire understanding of the parties on all matters, which were 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.

ARTICLE 3

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon an event or condition, which affects the welfare and/or terms and conditions of employment of a bus driver or group of bus drivers and/or the interpretation, meaning or application of any of the provisions of this Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. Nothing herein contained shall be construed as limiting the right of any bus driver having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not consistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

B. Procedure

1. 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 and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it is practical.

2. Level One

A bus driver with a grievance shall first discuss it with the Transportation Coordinator either directly or through the Association's designated representative, with the objective of resolving the matter informally.

3. Level Two

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, s/he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the PR&R Committee) within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR&R Committee shall refer it to the Superintendent of Schools.

4. Level Three

a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, s/he may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, refer the grievance, either directly or through the PR&R Committee, to the Board of Education.

- b) 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 within five (5) school days from the date of request for review.

5. Level Four

The Board shall review the grievance and shall at the option of the Board, or upon request of the driver, grant an (informal) appearance by the driver and render a decision in writing with supporting reasons within thirty (30) working days of receipt of grievance by the Board.

6. Level Five

- a) If the matter is not satisfactorily resolved at Level Three within fifteen (15) school days after having been submitted thereto, the Association may, within fifteen (15) school days thereafter, serve notice on the Board that is proceeding to arbitration, provided however, that only those disputes which arise out of a claim concerning the interpretation, meaning or application of the provisions of this Agreement shall be subject to arbitration.
- b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the PR&R Committee shall attempt to agree upon a mutually acceptable Arbitrator and shall obtain a commitment within the specified periods, a request for a list of Arbitrators may be made to the Public Employees Relations Commission (PERC) by either

party. The parties shall then be bound by the rules and procedures of PERC in the selection of an Arbitrator.

- c) The Arbitrator so selected shall confer with the representatives of the Board and the PR&R Committee and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The Arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or which will add to or subtract from or modify the terms of the Agreement. The decision of the Arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- d) The costs for the services of the Arbitrator shall be borne by the Board and the Association equally. Any other expenses incurred shall be paid by the party incurring same.

C. Rights of Bus Drivers to Representation

- 1. Any aggrieved person may be represented at all stages of the grievance procedure by his/herself, or at his/her option, by a representative selected or approved by the Association. When a bus driver is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any aggrieved person, any Association representative, any member of the PR&R Committee or any other participant in the grievance procedure by reason of such participation.

D. Miscellaneous

1. If, in the judgment of the PR&R Committee a grievance affects a group or class of bus drivers, the PR&R Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The PR&R Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.
4. A "party in interest" is the person or persons making a claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

ARTICLE 4

BUS DRIVER RIGHTS

- A. Pursuant to Title 34: 13A-1 et seq., the parties hereby recognize that every employee of the Board shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations or to refrain from such activity.
- B. Nothing contained herein shall be construed to deny or restrict any bus driver such rights as s/he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to bus drivers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No covered employee shall be disciplined or deprived of status or benefit without 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.
- D. Whenever any bus driver is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that bus driver in his/her office, position or employment, or the salary or any increments pertaining hereto, then s/he shall be given prior written notice of the reasons for such meeting or interview and shall, at his/her discretion, be entitled to have a representative of the Association present to advise him/her and represent him/her during such a meeting or interview. A suspended employee shall not be deprived of pay for a total of more than one hundred twenty (120) days

pending disposition of the matter through grievance and arbitration channels or through prescribed legal procedure.

- E. No employee shall be prevented from wearing customary Association identification pins or other conventional identification of membership in the Association or its affiliates.

ARTICLE 5

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Association, upon reasonable request, agendas and minutes of all public Board meetings, plus annual financial reports, audits, and names and addresses of employees in the unit.
- B. The Association shall have, in the school building, the exclusive use of a bulletin board in the bus driver's lounge.
- C. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the bus drivers, and to no other employee organization.

ARTICLE 6

WORK YEAR AND WORK DAY

- A. The work year shall consist of one hundred eighty five (185) days from September 1 through June 30, to be scheduled in conformity with the school (s) calendar (s); additional days worked shall be compensated at the daily rate.
- B. Drivers shall be notified of their contract and salary status for the ensuing school year no later than June 1 of the preceding year.
- C. Offers of summer employment to the drivers shall be made in seniority order, specifying the terms and conditions of that employment. Those summer jobs that are customary, anticipated, and reasonably certain shall be offered no later than June 1. Exceptions to this procedure may be made for family or personal reasons.
- D. Two drivers, selected by the Association President, shall be paid at the Field Trip rate to package runs with the Transportation Coordinator. Final determination of the time of a run will be made after completion of Route Analysis Sheets.
- E. By August 15 of each year, a preliminary description of all known runs including times of said runs shall be sent to each driver along with a list of seniority status. Runs may consist of AM and PM South Hunterdon; AM and PM West Amwell; Special Education runs as required. Any one (1) run shall constitute a basic contract. Each driver will drive a minimum of two (2) basic contracts. Each driver is responsible for a pre- and post-check of his/her primary vehicle, which includes gas-up, clean-up and completion of maintenance checklist.

- F. Each bus driver shall be paid to complete a dry run for each contracted run prior to the opening of school. The rate of pay shall be at the Late Run-Hourly Rate.
- G. All contracted runs are considered to be one (1) hour for the purpose of contract calculation. In the case of multiple runs, the number of minutes worked within one (1) day will not exceed the number of contracts. In the case where a regular daily run exceeds one (1) hour and there is no offsetting short run, said run shall be pro-rated at the contract rate in increments of fifteen (15) minutes.
- H. No driver shall be assigned more than 3.75 contracts.
- I. Runs shall be bid by seniority. The primary run selection meeting shall be held each year, no later than five (5) working days after August 15 with all drivers and the Transportation Coordinator present. All questions about runs and students with special needs will be addressed at these meetings. Additional meetings will be scheduled throughout the year to bid on athletic/field trips.
- J. All jobs packages which become vacant during the work year must be posted for five (5) consecutive work days on the designated Association bulletin board. The job posting shall include the description of runs and times and effective date for filling the vacancy.
 - 1. In the event that there are new runs added or other runs that become vacant during the course of the work year, the most senior drivers shall have the opportunity to take the new run or other run, if his schedule makes the performance of the run possible.
 - 2. Vacancies shall not be filled which result in lateral changes of schedule.

K. The time paid for any basic contract shall not be adjusted to a lower figure without discussion and review of the time sheets with the assigned driver.

L. Bus drivers shall not be required to wash buses.

M. Special Education

1. In the event of student absence, the Transportation Coordinator shall make every effort to give the driver a like assignment for that run on that day. If additional work is not available for that day, the next available late run shall be assigned. The driver has the option to forfeit this assignment.
2. When a run consists of only one (1) student, and in the event of a long-term illness of that student, an equivalent run or late run shall be assigned. All make-up time shall be accomplished within two (2) weeks of the student's return to school. The driver shall have the option to forfeit this assignment.
3. In the event a run is canceled for the remainder of the school year, the Transportation Coordinator shall make every effort to assign the driver to the next available run. In lieu of an available run, said driver shall be scheduled for one (1) late run per day at the earliest scheduled time (4:00). The driver has the option to forfeit the assignment.

N. School Bus Safety Course

1. The Board of Education shall provide funds for the cost of the New Jersey Safety Council School Bus Safety course or its equivalent. The bus drivers represented by this Agreement shall be required to be present for the course at a time and date to be mutually agreed upon by the Board of Education and the

South Hunterdon Bus Driver's Association. All drivers must take this course every five (5) years.

2. If any driver has an at-fault accident, for which the police have issued the driver a summons, during the course of any school year, they will be required to take a recertification course at the Board's expense with no compensation. This is to take place as soon as possible, but no later than ninety (90) calendar days after the incident, contingent upon the availability of the course.
3. All new drivers will be required to complete this course within the first year of employment with the District. If they complete the course with less than one (1) year left in the five (5) year cycle, they will not be required to take the course until the next five (5) year cycle.
4. Bus driver certification will take place between July 1 and August 31 in the year in which the driver's certificate is due. The eight (8) hour course will count as two (2) work days toward the driver's contracted work year of one hundred eighty-five (185) day work year, they will be compensated at the late run/hourly rate in effect during that contract year for the first two (2) days. Any time worked beyond those two (2) days will be compensated at their normal contracted rate.

ARTICLE 7

SALARIES

The salaries of all Bus Drivers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.

1. Bus drivers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
2. Pay days shall be on the 15th and 30th of each month except as provided in four (4) and five (5) below.
3. Bus drivers may individually elect to have a portion of their monthly salaries deducted from their pay. These funds may be paid to bus drivers on the final payday in June or as per their chosen summer pay option.
4. When a pay day falls on or during a school vacation, holiday, or weekend, bus drivers shall receive their paychecks on the last previous working day.
5. Bus drivers shall receive their final checks on the last working day in June.

ARTICLE 8

SENIORITY

- A. Seniority shall be defined as the date of hire by either the West Amwell or the South Hunterdon Board of Education.
- B. Most recent (lowest) to most senior (highest) shall be the standard used to determine:
1. assignment of runs;
 2. assignment of extra runs;
 3. assignment of athletic trips;
 4. assignment of field trips;
 5. reduction in force (last hired, first fired) and;
 6. recall
- C. The seniority list shall be posted on the driver's bulletin board and a copy shall be given to the president of the Association.
- D. No bus driver shall acquire any seniority rights until he has been continually employed in the South Hunterdon Regional High School District for a period of six (6) months. Upon successful completion of this probation period, seniority shall relate back to the initial month of hire in South Hunterdon Regional High School District.

ARTICLE 9

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. No vacancy shall be filled by means of involuntary transfer or reassignment if, in the judgment of the Transportation Coordinator, there is a qualified volunteer available to fill said position
- B. In the event that a bus driver objects to an involuntary transfer or reassignment, the Superintendent shall, upon the request of the bus driver, meet with him/her. The bus driver may, at his/her option, have the Association representative present at such meeting.

ARTICLE 10

DISCIPLINE OR DISMISSAL

- A. A probationary bus driver may be disciplined or dismissed for any reason considered justifiable by the Transportation Coordinator. Notification of discipline or dismissal shall include a written statement of reasons for non-re-employment. Within five (5) calendar days of receipt of notification of dismissal, the bus driver may request in writing a meeting to discuss the termination with the Superintendent of schools. The Superintendent shall schedule a meeting within five (5) calendar days of receipt of the written request from the bus driver. The Superintendent must notify the bus driver in writing of his final determination within three (3) days of the meeting. Any disciplinary action of a probationary bus driver shall not be subject to the grievance procedure of this Agreement.
- B. Violations of Board policy, rules or regulations shall be cause for disciplinary action as outlined below when just cause exists. Employees shall have the right to dispute any charge or violation and may appeal such action through the grievance procedure, provided under this Agreement. There shall be three (3) separate penalties applied when it is necessary to impose discipline on any of the employees of the Board.
1. Oral reprimand. A written notice of said reprimand shall be given to the bus driver and also placed in his/her file. If there are no further incidents within one (1) year from date of incident, said record will be expunged.

2. Written reprimand. A written reprimand will be placed in the employee's personnel file to be applied in the case of minor offenses. The Board shall furnish the employee and the Association with a copy of the reprimand. The employee shall be required to sign the file copy for the sole purpose of acknowledging receipt of a copy.
 3. Suspension. Suspension from work (without pay) for periods varying from one (1) to 15 (fifteen) days, according to the gravity of the offense and the previous record of the employee concerned, to be applied in cases of a first offense or continued or repeated minor ones.
 4. Discharge
- C. The Transportation Coordinator may bypass any step of this procedure, based upon the gravity of the offense.
 - D. If a bus driver is required to attend a meeting with the Board, Superintendent or a designated representative for the purpose of discipline, he/she will be so advised and may have an Association representative present during such a meeting.
 - E.
 1. Any complaints regarding a bus driver made to any member of the administration or the Board of Education by any parent, student, or other person which may be used in any manner in evaluating a bus driver shall be promptly investigated and called to the attention of the bus driver. Upon request, the bus driver shall be provided, in writing, with the date, time, place, nature of the complaint and the name (s) of the complainant (s). Failure to comply with this request shall mean the complaint was dismissed as being without merit.

2. The bus driver shall be given the opportunity to respond to and /or rebut such complaints, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

ARTICLE 11

BUS DRIVER EVALUATION

- A.
 - 1. All monitoring or observation of the work performance of a bus driver shall be conducted openly with the full knowledge of the bus driver.
 - 2. Only the Superintendent, Principal, Assistant Principal or Transportation Coordinator with the appropriate supervisory certificate shall evaluate bus drivers. Such evaluation shall be reasonably detailed as to strengths, weakness and suggestions for improvement.
 - 3. Bus drivers shall have the right, upon request , to conference with their evaluator after completion of his/her evaluation. A copy of any evaluation shall be given to the bus driver at least one (1) day before any conference is held on this subject.
- B.
 - 1. A bus driver shall have the right to review the contents of his personnel file at the time of his/her evaluation and to discuss and, if necessary, process through the grievance procedure objections to material or statements contained therein. Letters of recommendation relating to initial employment shall not be subject to review by the bus driver.
 - 2. The Board agrees not to establish any separate personnel file on which evaluations are based which is not available for the bus driver's inspection.
- C. Final evaluation of a bus driver upon termination of his employment shall be concluded prior to severance and his file thereupon closed.

D. Any bus driver whose contract will not be renewed may request the reasons for non-renewal within fifteen (15) days of receiving said notice. Reasons must be given in writing within thirty (30) days of the request.

ARTICLE 12

FACILITIES

The Board shall provide adequate room for a bus driver's message center and waiting area in South Hunterdon Regional High School.

ARTICLE 13

SICK LEAVE

- A. All bus drivers employed shall be entitled to ten (10) accumulative sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Illness in the immediate family shall be charged against sick leave.
- C. At the beginning of each school year, each bus driver shall receive written notification of accumulated sick leave.
- D. In the first year of employment, employees hired after September 1 shall be entitled to a pro-rata of the days listed in "A" above based on their initial month of employment.
- E. The Board of Education reserves the right to require a certificate from a doctor in any case where a bus driver is absent for three (3) or more consecutive days. In cases when an employee exhibits patterned or chronic absenteeism, a doctor's certificate may be required in order for the bus driver to be compensated for the day.
- F. Those South Hunterdon Regional High School bus drivers who were hired by the Board on September 1, 1991, and were previously employed by the West Amwell Township Board of Education, shall "carry over" their accrued sick from West Amwell to South Hunterdon.

ARTICLE 14

TEMPORARY LEAVES OF ABSENCE

- A. Bus drivers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each work year in addition to any sick leave to which the bus driver is entitled:
1. Three (3) days leave of absence for personal, legal business or family matter, which require absence during work hours. Application to the Transportation Coordinator for personal leave shall be made at least five (5) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section. It is understood that personal leave shall not be for routine matters which could otherwise be performed on days when work is not in session.
 2. Personal days shall not be granted immediately preceding or immediately following a vacation or holiday without prior approval. In such cases, the bus driver shall state the reason for requesting the time. Sick leave shall be granted at the discretion of the Transportation Coordinator and shall not be arbitrarily denied.
- B. Time away from the job during the school year without pay may be granted for personal reasons. All requests are to be made in writing to the Transportation Coordinator.

- C. Up to five (5) days at one time in the event of death of a bus driver's spouse, child, parent or any other member of the immediate household shall be granted. Absences for other relatives shall be at the discretion of the Superintendent. Bus drivers shall be granted up to one (1) day in the event of a death of a bus driver's relative outside the bus driver's immediate family as defined above.
- D. Bus drivers will be granted leave for jury duty with pay. Drivers assigned to jury duty shall be granted leave without penalty upon written documentation from the clerk of the court verifying the dates of jury service.
- E. Other leaves of absence with pay may be granted by the Board for good reason.

ARTICLE 15

EXTENDED LEAVE OF ABSENCE AND SABBATICAL

- A. The Board of Education shall provide leave of absence for any bus driver of the district whose absence from duties is due to physical or mental disability in accordance with the provisions listed below. This provision does not provide paid sick leave of absence beyond that established in Article 13.
1. A bus driver requesting such leave, who has an actual or anticipated disability, shall present to the Transportation Coordinator a written statement from his/her physician (as soon as possible) indicating the nature of the disability, the date or estimated date of actual disability and the anticipated date of return to work.
 2. Prior to returning to work, the bus driver shall be required to submit a physician's statement that the bus driver is physically or mentally fit to return to his assigned duties.
 3. If the district is not satisfied with the statement from the bus driver's physician as to the disability or return from disability, it may require a review and examination by the school physician or a physician selected by the district. In the event the physician appointed by the district offers a contrary opinion to that of the bus driver's physician, both parties shall agree that an impartial third physician shall be selected whose medical capacity to continue performance of duties. If, as a result of such examination, the bus driver is found to be fit to perform assigned duties, he/she shall do so.

4. If, as result of such examination, the bus driver is found to be unfit to perform assigned duties, the bus driver shall be placed on mandatory sick leave with such compensation to which he/she is entitled under the sick leave and disability provisions of this Agreement, until a recommendation to return to work is provided to the Board by the third physician.

B. Maternity Leave

1. The disability phase is that period of time both prenatal and postnatal during which a physician certifies in writing inability to work.
2. The child care phase is that period of time selected by the bus driver which follows disability phase and/or birth of the child. Such maternity leave shall be unpaid leave of absence for the remainder of the school year in which the birth of the child took place. Notification of child care leave must be made in writing at least one (1) month prior to the starting date for such leave and should indicate the anticipated starting date and ending date of such leave.
3. Any bus driver adopting a child may receive a child care leave which shall commence upon receiving custody of such child or earlier if necessary to fulfill the requirements of the adoption.

- C. A bus driver shall not be advanced on the salary schedule unless he has worked at least ninety (90) days during the contract year in which the leave of absence was taken.

- D. Other extended leaves of absence with or without pay may be granted by the Board or by the Superintendent with the approval of the Board for good cause. Such requests shall not be arbitrarily denied. Denial of such leave shall not be the basis for a grievance.
- E. All benefits to which a bus driver was entitled at the time his leave of absence commenced, including unused, accumulated sick leave, shall be restored to him upon his return and he shall be assigned to a comparable position to that held prior to the leave.

ARTICLE 16

SUBSTITUTE BUS DRIVERS

- A. The Board agrees at all times to maintain an adequate list of substitute bus drivers. Bus drivers must call an appropriate number before 6:00 am, except in the case of an emergency, to report unavailability for work.
1. Substitutes shall be used as replacements for regularly scheduled runs.
 2. In no event shall substitutes be used for extra runs, athletic or field trips unless said runs have not been selected by a regular driver within six (6) school days of the scheduled event.

ARTICLE 17

DRIVER'S MANUAL

The Board shall provide each bus driver with a manual by September 1, or the first day of school, each year.

ARTICLE 18

LATE RUNS

- A. Late runs shall be assigned to leave no later than 6:00 pm, with an approximate five (5) minute grace period.
- B. Late runs shall consist of buses as needed and shall be paid at the hourly rate.
- C. All drivers shall be assigned late runs on a rotation basis, based on the seniority list. Drivers may trade runs among themselves, always leaving the school covered. Drivers are to notify the Transportation Office if they have traded a run with another driver. In the event of a change of scheduled time or the cancellation of late runs, the Transportation Coordinator shall inform drivers affected no later than 2:45 pm of that day.

ARTICLE 19

TRIPS AND ATHLETIC RUNS

- A. Trips and athletic runs shall be offered to available bus drivers on a rotating basis.
- B. All trips will be picked using a seniority by rotation schedule which will be posted on the bulletin board in the Bus Drivers' Lounge area.
- C. If a driver is unable to take a trip, the assigned driver must notify the Transportation Coordinator as soon as possible, and that trip will be assigned to another driver. The driver will miss his turn and return to regular rotation.
- D. If a trip is cancelled for any reason, the driver may select another trip that is still open on the board or wait until the next posting. If, however, a driver accepts a field trip or athletic run and then is unable to complete the assignment, the Transportation Coordinator may immediately revert to the next driver on the posting or revert to the sub list.
- E. Drivers will not be given a make-up trip should the hours of the selected trip change.
- F. A deduction of one (1) hour from the athletic/field trip run taken will be made to compensate for each contract hour missed as a result of the athletic/field trip.
- G. Trips and rotation list shall be posted by 2:30 pm Thursdays at both the West Amwell and South Hunterdon locations.
- H. There shall be at least one (1) reliable chaperone in each bus.
- I. Late bookings and changes (anything received in the transportation office after Friday noon) will be assigned by the office, using the seniority and sign-up list where and when possible.

J. Meal reimbursement shall be paid as follows, upon presentation of a receipt:

Lunch	\$5.75	(Assigned from 11:00 am-1:00pm)
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Dinner	\$7.75	(Assigned from 5:00 pm-7:00 pm)
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K. Payment for meals, tolls, gas, oil, emergency repairs and/or any other out-of-pocket expenses shall be paid by the Board within thirty (30) days, with the receipt of a bill or an expense voucher, except during July and August.

ARTICLE 20

DEDUCTIONS FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its bus driver's dues for the South Hunterdon Regional Bus Driver's Association, NJEA, Inc., the Hunterdon County Education Association, the New Jersey Education Association, and the National Education Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under the rules established by the State Department of Education. Bus driver authorizations shall be in writing in the form set.
2. Each of the Associations named above, upon request, 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 the change.
3. Additional authorizations for dues deductions may be received after August 1 under the rules established by the State Department of Education.
4. The filing of notice of a bus driver's withdrawal from membership shall be prior to December 1 to halt deductions as of January 1.

B. Agency Fee

1. Upon receipt of written authorization, the Board shall deduct a representation fee from the wages of each full-time or part-time employee who is not a member of the Association once a month, not later than the 15th of the following month.

2. The Association agrees to indemnify and hold harmless the employer from any causes of action, claims, loss or damages incurred as a result of this clause.
3. Effective July 1, 1992, any employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days of initial employment within the unit or any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction.
4. The representation fee shall be in an amount equal to eighty-five (85) percent of the regular Association dues, fees, and assessments as certified to the Board by the Association. The Association may revise its certification in the amount of the representation fee at any time to reflect changes in the Association membership dues, fees and assessments. The Association entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit provides that no modification is made in this provision by a successor agreement between the Association and the Board.
5. For the purpose of this provision, employees who are reappointed from year to year shall be considered to be in the continuous employment.

6. The Association shall establish and maintain at all times a demand and return system as provided by the N.J.S.A. 34:13A-5.4 (2) © and (3) (l.1979,c.447), and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event that the Association fails to maintain such a system or if membership is not available, the Board shall immediately cease making said deduction.
7. 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.

ARTICLE 21

SICK DAY BENEFITS PROGRAM

- A. Any driver who has accumulated one hundred (100) or more sick days (not to exceed two hundred and seventy-five (275) days), shall, upon voluntary termination of employment, be granted fifteen (15) dollars for every unused sick day providing the following conditions are met:
1. Notification must be given by November 1 in order to be remunerated out of the subsequent budget no later than July 15.
- B. This provision also applies to South Hunterdon Regional bus drivers who were employed on September 1, 1991 and were previously employed by the West Amwell Township Board of Education. Those individuals' accrued sick days are "carried over" as defined in Article 13.

ARTICLE 22

PROTECTION OF BUS DRIVERS, STUDENTS AND PROPERTY

- A. Bus drivers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- B.
 - 1. Bus drivers shall immediately report cases of assault suffered by them in connection with their employment to the Transportation Coordinator or other immediate superior.
 - 2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the bus driver for 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 bus driver, the police and the courts.
- C. The Board shall provide legal assistance in the event of any assault upon the bus driver while acting in the discharge of his duties.

ARTICLE 23

ASSOCIATION/SCHOOL ADMINISTRATION COUNCIL

A joint council shall be established and shall continue to function. It shall consist of the Superintendent or his/her designee, and three (3) South Hunterdon Regional bus drivers appointed by the Association. The Council shall meet as many times as is mutually deemed necessary but not less than twice a year and advise the Administration of such matters as repair, maintenance, discipline, and other similar matters or concerns regarding the effective operation of The South Hunterdon Regional High School District transportation system.

ARTICLE 24

VEHICLE MAINTENANCE AND CONDITION

- A. All bus drivers shall be responsible for the keeping of paperwork in regard to their primary vehicle. The school shall provide each bus with a clipboard and a supply of vehicle check sheets and fueling and maintenance repair order forms by the start of school year each September.
- B. Fee Reimbursement Policy
1. Each driver is responsible for maintaining a valid New Jersey Commercial Driver's License with appropriate endorsements for the class and type of vehicle operated as defined in N.J.A.C. 6A:27-12.1c and shall be reimbursed for the endorsement and finger-printing fee required for said license.
 2. The Board shall compensate bus drivers for the cost of the state-mandated physical unless the Board appointed physician carries out the physical.

ARTICLE 25

MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. 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.
- C. Any individual contract between the Board and a member of the unit, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. Copies of this Agreement shall be reproduced, at the Board's expense, within thirty (30) days after the Agreement is signed and presented to all bus drivers employed, hereafter employed, or considered for employment by the Board.
- E. All the rights of a bus driver to his freedom as provided by law will be upheld.
- F. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied to as to eliminate, reduce, nor otherwise detract from any terms and conditions of employment prior to its effective date.

- G. 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 exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of bus drivers or in the application or administration of the Agreement on the basis of race, creed, color, religion, national origin, sex, age, domicile, or marital status.
- H. Whenever any notice is required to be given by either of the parties to this Agreement to the other , pursuant to the provision(s) of this Agreement, either party shall do so by letter to the addresses as follows:

If by the Board to the Association:

President
South Hunterdon Regional Bus Driver's Association
South Hunterdon Regional High School
Lambertville, NJ 08530

If by the Association to the Board:

Business Administrator/Board Secretary
Board of Education
South Hunterdon Regional High School
Lambertville, NJ 08530

ARTICLE 26

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2004, and shall continue in effect until June 30, 2007

Negotiations of a successor Agreement shall commence as provided for in Article 2. Discussion on the general operation of the South Hunterdon Regional High School student transportation program are appropriate at any time.


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

FOR THE ASSOCIATION

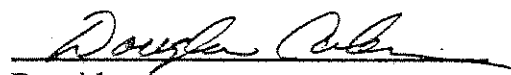
FOR THE BOARD.




President/Vice President



Secretary



President



Secretary

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FOR THE ASSOCIATION

FOR THE BOARD.



President/Vice President



Secretary



President



Secretary

Schedule A

SOUTH HUNTERDON REGIONAL HIGH SCHOOL

SALARIES

2004-2005	5% increase
2005-2006	5% increase
2006-2007	4.5% increase

Step		<u>2003-04</u>	<u>2004-05</u>
1	1-2 years	5,022	5,273
2	3-6 years	6,192	6,502
3	7 + years	6,530	6,856

Step		<u>2005-06</u>	<u>2006-07</u>
1	1-2 years	5,537	5,786
2	3-6 years	6,827	7,134
3	7 + years	7,199	7,523

Above amounts are paid per run

Late Runs-Hourly Rate

2003-2004	\$15.00
2004-2005	\$16.00
2005-2006	\$16.00
2006-2007	\$17.00

Field Trips/Athletics

2003-2004	\$17.25
2004-2005	\$18.00
2005-2006	\$18.00
2006-2007	\$18.00

Summer/Substitute Rate

2003-2004	\$18.00
2004-2005	\$19.00
2005-2006	\$19.00
2006-2007	\$19.00