

CONTRACT AGREEMENT
BETWEEN
ROXBURY TOWNSHIP BOARD OF EDUCATION
and
TEAMSTERS LOCAL 97 OF NEW JERSEY

Effective: July 1, 2017
Expires: June 30, 2020

THIS AGREEMENT made between the **ROXBURY TOWNSHIP BOARD OF EDUCATION** with its facilities in Roxbury Township, New Jersey, party of the first part, hereafter referred to as the "EMPLOYER" AND **TEAMSTERS LOCAL 97**, with its principal place of business at 485 Chestnut Street, Union, New Jersey 07083, party of the second part, hereafter referred to as the "UNION/LOCAL 97", for and on behalf of those designated employees named in Article I, Recognition.

ARTICLE I
RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all Bus Drivers employed by the Employer, but excluding all substitutes.

ARTICLE II
UNION SECURITY

Section I. The Employer agrees it will give effect to the following form of Union Security:

- a. All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing by payment of the regular monthly dues. All present employees who are not members of the Union will pay a Representation Fee as set forth hereafter.
- b. It is agreed that at time of hire, newly hired employees, who fall within the bargaining unit, will be informed that they have the chance to join the Union thirty (30) days thereafter or pay to the Union a Representation Fee.

ARTICLE III
CHECK-OFF OF UNION FEES

Section 1 (a). The Employer hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S.A. 52:14-15.9. The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the second salary paid to each employee during the month and such deduction made the first month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

Section 1(b). In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.

Section 2. Representation Fee.

- A. If an employee does not become a member of the Union during any membership year (from July 1 to the following June 30) which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.
- B. Prior to the beginning of each membership year, the Union will notify the Board in writing of any change in the amount of the regular membership dues charged by the Union to its own members for that membership year. The Representation Fee, up to 85%, to be paid by non-members, will be determined by the Union in accordance with the Law. In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the Representation Fee should be proportioned equal in amount to the regular membership dues charged by the Union to its own members, and the Representation Fee may be set up to 85% of that amount.

- C. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the current membership year. The Employer will deduct from the salaries of such employees, in accordance with paragraph D below, the full amount of Representation Fee and promptly will transmit the amount so deducted to the Union.

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

- E. If an employee who is required to pay a Representation Fee terminates his or her employment with the Employer before the Union has received the full amount of the Representation Fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.

- F. Except as otherwise provided in this Article, the mechanics for the deduction of Representation Fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

- G. The Union will notify the Employer in writing of any changes in the list provided for paragraph F 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 Employer received said notice.
- H. On or about the last day of each month beginning with the month this Agreement becomes effective, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. This list will include names, job titles and dates of employment for all such employees. The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.
- I. LOCAL 97, shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34-13A-5.5 (c) and 5.6 and membership in LOCAL 97, shall be available to all employees in the unit on an equal basis at all times. In the event LOCAL 97 fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.
- J. The provisions for collection and transmittal of this fee shall be governed by Chapter 233, PL 1969 (N.J.S. 52.14-15.9(e)). Board compliance with this procedure shall release the Board from any further liabilities and the Board shall not be a party to any litigation resulting from individual challenge to this Agreement.

Section 2.1. The Union shall indemnify and hold harmless the Board against any claims arising out of the implementation of the representation fee pursuant to this Article.

ARTICLE IV
EMPLOYER RIGHTS

The Employer recognizes the rights of the employees as defined by Chapter 303, Public Laws of 1968, and Chapter 123, Public Laws of 1974, known as New Jersey Employer- Employee Relations Act."

ARTICLE V
HOURS OF WORK AND OVERTIME

Section 1. The work year shall consist of ten (10) months.

Section 2. Regular employees shall be assigned a daily work package of at least five (5) hours. The Board shall have full discretion in determining how the packages are configured. Notwithstanding any other provisions of this Collective Bargaining Agreement, the Director of Transportation shall have the right to reassign work packages, routes, trips and any other assignments based on the needs of the Board as determined in the sole judgment of the Director of Transportation. The reassignment shall not be arbitrary or capricious.

Section 3. All bus drivers shall be paid for days worked in accordance with the Roxbury School calendar plus the holidays noted in Appendix A, Section 2., or if a driver is assigned exclusively to transport students out-of-district, in accordance with the School calendar of a destination school. When an out-of-district school is closed on a day when Roxbury Schools are open, any extra runs available on that day shall be offered first to those regularly employed in-district drivers who are scheduled to work that day and who are available for such assignments followed by regularly employed out-of-district drivers.

Section 4. Before the start of the school year, bus drivers shall have an opportunity to bid on regular work packages on a seniority basis. Management shall provide, before bids are received, an estimate of the working time for each work package, including AM pre-check and PM clean-up times, but these estimates shall not be binding on management. At the same time, drivers may select a mid-day run or a late run if such runs are available. Such runs will be added to the employee's work package. If a senior driver does not take a late run, the driver will stay on the list for a mid-day run.

Section 5. Additional Assignments. Trips, runs, shuttles, and emergency work not assigned as part of basic work packages shall, if available, be offered to regular drivers who may pick on a seniority rotation basis. Drivers who wish to be considered for this extra work shall, at the beginning of the school year, sign on to the extra work lists. Any driver shall have the option to delete or add his/her name to these lists at any time during the school year. However, if a mid-day or late run becomes available for more than five (5) consecutive work days, that run shall be posted and awarded in accordance with seniority. If an employee does new mid-day or late runs for eight (8) consecutive weeks, that run shall be added to the employee's work package until the original employee returns. For purposes of this Section, a trip offered but refused by a driver shall count as that driver's turn in the seniority rotation. Management shall have the right to give posted emergency assignments to substitute drivers if no regular driver signs up for the assignment by the time limit stated on the posting. Extra work assignments which are posted or offered shall not be changed (e.g. from trip to shuttle) after they have been bid or accepted by the employee. Drivers shall receive their full pay rate for taking vehicles to repair facilities.

Section 6. All extra work assignments given out the previous day must be made available for review. A copy shall be filed with the dispatcher. If a driver performing an assigned task for the Department when trips are assigned, the Director of Transportation, or his designee, shall make verbal contact with the bus driver to inform them they have received that trip assignment. For the purposes of this Section, a trip offered but refused by a driver shall count as that driver's turn in seniority rotation.

Section 7. All work packages shall include a fifteen (15) minute period at the beginning and end of the work day for the purpose of vehicle safety pre-check, fueling, cleaning and safety post check. For the purposes of this Section, the work day shall include any newly available trips, runs, shuttles, extra work or emergency work that may be assigned. Such times cannot be added to the time of the trip. Any driver who uses a different vehicle to perform an assignment must be given fifteen (15) minutes before and after their trip for post check, cleaning and fueling but also must submit a check slip for the new vehicle.

Section 8. When a driver's basic daily work package exceeds five (5) hours or management's pre-school year estimate, the extra time shall be added to the driver's package upon verification and confirmation of the time by management which process shall be completed within eight (8) weeks of the date on which management was given notice of the change by the driver. Adjustments in the basic work package shall be made in fifteen (15) minute increments and shall be reflected in appropriate changes including starting times in the drivers basic work schedule. Retroactive changes in the basic work package schedule time shall be reflected in retroactive adjustments in the basic pay rate for the driver. Drivers shall be notified in writing of the retroactive adjustments. Any dispute is subject to the contract grievance procedure.

Section 9. Extra work assignments shall be paid at the straight time rate until the driver's total work load for the week exceeds forty (40) hours. Hours worked in excess of forty (40) hours in a week shall be compensated at a time and a half rate.

Section 10. If the working time for the package selected by a driver at the beginning of the school year is reduced, either because of changes or partial discontinuation, the driver may maintain the original package hours with no reduction in compensation, but shall perform any runs or other transportation duties assigned within the regular work day to make up for lost time. Drivers whose runs are discontinued or cancelled due to emergency situations shall perform any other runs or transportation-related duties assigned within the regular work day at no loss in pay.

Section 11. Any changes to a bus/van drivers' time sheet shall be initialed by the bus/van driver to acknowledge receiving notice of the change.

Section 12. Bus/van drivers who, with the advance written approval of the Director, power wash their vehicles outside of the work day shall be paid for an additional fifteen (15) minutes of working time at the driver's regular pay rate.

Section 13. Trip Cancellations. If a trip is cancelled within twenty-four (24) hours of its scheduled departure for any reason other than an emergency beyond the control of the School District, such as weather, the driver will have the option to be paid for the trip (the amount contracted on the trip sheet), or review the trip book within twenty-four (24) hours and pick another trip. For the purposes of this Section, if a driver is notified of the cancellation twenty-four (24) hours before the scheduled start of the trip, they will not be entitled to be paid but can choose to pick another trip. If more than one bus is ordered and assigned to drivers, then one or more buses get canceled after drivers have already shown up for the assignment, the driver who picked the trip first shall have the option of either getting paid and going home (leaving the other driver to take the assignment) or sending the other driver home with pay and taking the assignment themselves. If a driver physically shows up for a trip and is told that the trip is canceled due to weather, the driver shall be paid one hour.

Section 14. Mid-day and Late Runs. During the school year, except in the case of special education or pre-kindergarten runs if a permanent mid-day or late run becomes available, it will be offered to drivers based on seniority including those who already have a mid-day or late run in their package. The driver has the option of making a lateral or increase in hours to move to the new available permanent mid-day or late run. If the driver chooses the new permanent mid-day or late run, the driver's former mid-day or late run will be posted and awarded to the next driver in rotation, by seniority. If the next driver in the rotation passes on the available mid-day or late run, it will then be posted and awarded to the next senior driver in the rotation. If a driver has been awarded a permanent mid-day or late run, that driver is ineligible to pick an additional permanent run until the rotation has gone to the bottom and comes back to them. Any additional runs shall not be added to any driver's package already containing a permanent mid-day or late run unless the driver list has been fully rotated and comes back around to them.

ARTICLE VI
SENIORITY

Section 1. The Employer shall establish and maintain a seniority list of employees with the Roxbury Township Board of Education. The seniority of each employee shall date from the most recent hiring with the Employer. Seniority shall apply to regular employees only, excluding substitutes. A seniority list will be sent to the Union once a year.

Section 2. Seniority shall be defined as the continuous length of employment of the employee with the School Board from his/her date of last hire.

Section 3. Seniority shall prevail in the matter of selection of a daily basic run, a midday run, a late run, a shuttle, trips (extracurricular and athletics), and layoffs provided that qualifications and ability, as determined by the School Board, are equal.

Section 4. An employee shall lose his seniority rights for any one of the following reasons:

- a. If an employee quits; or
- b. Is discharged for proper cause; or
- c. Does not return to work in 72 hours when recalled unless excused for illness or other valid reason; or
- d. Is absent for two (2) or more consecutive days or shifts without notifying his/her foreman or other superior, unless the employee can establish that it is impossible to so notify his/her foreman or other superior; or
- e. Is laid off for at least twelve (12) months; or
- f. Is absent due to a disabling accident or illness extending beyond eighteen (18) consecutive months with Board approval; or
- g. Leaves the bargaining unit for a period of at least three (3) months to accept jobs excluded from the bargaining unit.

ARTICLE VII
FORCE REDUCTION

Section 1. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Employer within the job occupation involved. The employee with the least seniority shall be laid off first and in re-hiring, the same principle shall apply, namely, the last employee laid off shall be the first to be re-hired.

Section 2. The employees involved in any layoffs shall receive thirty (30) days notice.

Section 3. Seniority shall cease under the following conditions:

- a. Resignation or termination.
- b. Failure to report to work or recall after layoff. Recall shall be made by registered mail to the last known address in the files of the Roxbury Township Board of Education. Failure to respond within five (5) days shall be deemed to be a resignation.
- c. Layoff for a period of one (1) year.

Section 4. Nothing in this Article shall be held to limit the right of the Employer to reduce the number of employees employed in the District whenever, in the judgment of the Employer, it is advisable to abolish any such positions for reasons of economy, or because of reduction in the number of pupils, or for any other just cause upon compliance with the provisions of this Article.

ARTICLE VIII
JOB VACANCIES, TRANSFERS, AND NEW JOBS CREATED

Section 1. If new jobs are created, if vacancies occur in a higher-rated position, or promotions are to be made and if two or more equally qualified employees apply for such position or promotion, seniority, evaluations and job performance shall be a factors to be considered in the selection of employees to fill such positions before any new employees are hired.

Section 2. The Employer agrees to post a notice of such new jobs, vacancy, or promotion on the bulletin board for five (5) working days. Such notice shall contain a description of the job, the rate, and when the job will be available. Anyone interested, in order to be eligible, must follow the Board's application process.

Section 3. The successful applicant within the union shall be notified in writing of the employee's acceptance by the Employer within ten (10) workdays of such acceptance. If there are not successful applicants within the Union, the Employer may appoint or hire to fill such jobs.

Section 4. Employees may meet to discuss their transfer with their immediate supervisor on an informal basis. The employee recognizes the fact that the right to transfer an employee is a management right.

ARTICLE IX
SALARIES-COMPENSATION-ETC.

Section 1. Extracurricular trips will be paid at the bus driver's regular rate of pay.

Section 2. Inclement Weather Pay. On days when school is canceled because of inclement weather, the drivers are to be notified before 6:00 a.m. Drivers who report to work because they are not notified prior to 6:00 a.m. will be paid for one hour at their rate of pay.

Section 3. When there is an early dismissal at any school for anything other than weather related, i.e., conferences, mid-terms, and a driver covers an early out along with their noon time run, the driver will be paid for additional time needed.

Section 4. After an average running time has been established, out of town runs will be paid according to the average length of run plus pre-trip inspection and fueling and cleaning time pursuant to Article V, Section 7.

Section 5. Unless paid at overtime rates (because the employee has worked over forty (40) hours) all time worked shall be paid at the driver's regular rate stated in Appendix A Section 1.

Section 6. Any bus driver who has actually worked 91 or more days in a school year shall be given full credit for one (1) year service towards the new salary for the following year. Any bus driver employed between February 1 and June 30 shall move to the next salary on the first day of the month following the one-year anniversary date the following school year.

Section 7. Late runs, extracurricular runs, athletic school trips and shuttle service runs shall be paid at the hourly rate set forth in Appendix A, Section 1.

Section 8. Any compulsory training programs or meetings, such as defensive driving, first aid, orientation meetings, etc. (list to be set up by the Transportation Director), shall be paid at the bus/van driver's hourly rate.

Section 9. The Board of Education will pay each bus driver the hourly rate for court attendance when the driver appears in court on behalf of the Board of Education and when such attendance takes place after the employee's regular working day.

Section 10. Medical Expenses. The Board of Education shall pay for the medical examination of those bus drivers who have been employed as regular drivers within our system for more than one (1) year. The medical examination shall be performed by the Board-approved physician(s). Their recommendation that the applicant is physically and medically fit to operate a school bus or transportation vehicle will be necessary for employment. This is to include any said requirements made from State and Federal requirements.

Section 11. All employees will be paid in accordance with the salary guides noted in Appendix A, Section 1.

Section 12. The Board agrees that there will be one (1) or more courses per year scheduled for safety courses. Employees will be paid in accordance with Appendix A, Section 1.

Section 13. Fingerprinting. The Board will reimburse all bus/van drivers the current cost of fingerprinting.

Section 14. Summer Cleaning and Garage Work. The rate for summer cleaning of buses and vans, as well as garage work shall be paid at \$21 per hour. Driving a bus or van off school property will be paid at the Bus Driver's hourly rate.

Section 15. Trips and Shuttles. The Board and the Local agree that the Board has the right to determine which activities shall be transported as trips and which shall be transported as shuttles. Shuttles shall be paid at the greater of time worked or four (4) hours on weekends and non-working school days and at the greater time worked or one hour on weekdays, provided weekday hours are not adjacent to the employee's shift. Trips that occur between the hours of 8p.m. and 6:30a.m. shall be subject to a pay differential as stated in Appendix A, Section 4.

Section 16. Orientation Day. Transportation of pupils to and from school shall be paid at the hourly rate.

Section 17. If a shuttle has more than two (2) hour time period from the time of drop off to the time of pick up, the driver is paid a minimum of two (2) hours, including driving time; provided that, this minimum shall not apply if the driver performs other paid work for the school district during the time between drop off and pick up.

Section 18. Sandra Monroe shall be the only driver receiving an annual five hundred dollar (\$500) longevity payment. No other driver shall be entitled to an annual longevity payment.

ARTICLE X
NON-DISCRIMINATION

It is agreed that the parties hereto will continue their present practice of non-discrimination against any employee because of race, color, creed, religion, nationality, or sex. Pursuant to Chapter 123, Public Laws of 1974, the Employer agrees that every employee shall have the right freely to join, organize and support the union and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising governmental power under the Laws of the State of New Jersey, The Employer agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, and that it shall not discriminate against any employee by reason of his/her membership in the Union and its affiliates.

It is mutually agreed that the Union will not deprive or coerce any employee, directly or indirectly, from enjoyment of any rights conferred by this Agreement and /or Chapter 303, Public Laws of 1968 and Chapter 123, Public Laws of 1974.

ARTICLE XI
GENERAL REGULATIONS CONCERNING
LEAVES OF ABSENCE

Section 1. Should leave of absence for a full school year be granted an employee, it shall be necessary for such employee to notify the Superintendent or designee on or before April 1st prior to the expiration of such leave whether said employee intends to return to his/her former position. In all other instances involving leave of absence, it shall be necessary for the employee on leave to notify the Board Secretary no later than one (1) month prior to the expiration of such leave whether said employee intends to return to his/her former position. In the event the Board Secretary is not so notified, the Employer shall have no obligation to return said employee to his/her employment. The Employer shall have the right to fill a vacancy on a temporary basis which is created by granting an employee a leave of absence.

Section 2(a). All requests for unpaid leaves of absence of more than three (3) working days during a time that school is in session shall be made by an employee to his/her immediate supervisor at least four (4) weeks prior to the scheduled leave. It is understood that all leave requests shall be reviewed by the Board of Education for approval. In this regard, when the issue of granting or denying leave is raised in the public session of the Board meeting, the reason for the leave shall only be divulged on the resolution as for "personal reasons." All decisions on requests for leaves of absence without pay during a time that school is in session shall be made by the Board at their next regular meeting or work session following the submission of the request for leave.

Section 2(b). The Board of Education and the Union agree to comply with the provisions of the State and Federal Family Leave Act (FMLA). If an employee request FMLA on days when school is in session to care for a member of their immediate family, the employee shall submit acceptable medical evidence in writing substantiating the illness of the family member, if requested by the Board.

ARTICLE XII **SICK LEAVE**

Section 1. Full time employees shall be allowed, without deductions from salary, ten (10) sick leave days per year.

Section 1(a). Unused sick time shall be accumulated and all unused days shall be paid at time of retirement or layoff to the bus driver, not to exceed \$5,500 as follows:

- (i) If at the time of retirement or layoff, the employee has less than ten years of service in the District, said employee shall be paid for unused accumulated sick time at the rate stated in Appendix A, Section 5;
- (ii) If at the time of retirement or layoff, the employee has ten years or more of service in the District, said employee shall be paid for unused accumulated sick time at the rate stated in Appendix A, Section 6; If the employee dies while employed, his/her beneficiary shall receive the accumulated sick leave payment.

- (iii) S. Munroe and M. Amuker shall be exempt from this provision and shall be capped at their value of unused sick time as of June 30, 2017.

Section 2. An employee is entitled to one (1) day of sick leave with pay for each full month of employment in the first year of his employ.

Section 3. Unused sick leave is accumulative.

Section 4. Prolonged Absence beyond Sick Leave Period. When absence, under the circumstances described in Section 6 of this Article, exceeds the annual sick leave and the accumulated sick leave, the Board of Education may pay any such person each day's salary less the pay of substitute, if a substitute is employed, or estimated cost of the employment of a substitute, if none is employed, for such length of time as may be determined by the Board of Education in each individual's case.

Section 5. No employee shall lose accumulated allowance of unused days of sick leave by reason of having been on leave of absence, nor shall the employee accumulated any additional days of allowance during the leave of absence.

Section 6. Definition of Sick Leave. Sick leave is hereby defined to mean the absence from his/her post of duty, of any person because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such disease in his/her immediate household.

Section 7. In addition, sick leave shall also be defined for any absence or illness requiring a visit to a doctor or dentist. The Board will not arbitrarily or capriciously request a doctor's note from a bus driver in accordance with N.J.S.A. 18A:30-4.

ARTICLE XIII
ABSENCE FOR PERSONAL REASONS

Section 1. The employee shall be entitled to three (3) days leave per year, with pay, for absence due to personal emergencies. Application to the Employer or designee for personal leave shall be made at least two (2) days before taking such leave except in the case of unforeseen emergencies. The employee shall not be required to state the reason for taking personal leave.

Section 2. Unused personal days shall be accumulated and converted into sick days.

Section 3. Three (3) days' leave shall be available to attend funeral services for each death in the immediate family or immediate household. Immediate family is defined as including exclusively the following relatives of the employee: mother, father, grandparents, brother, sister, mother-in-law, father-in-law, spouse, children, sister-in-law, brother-in-law and persons living in the immediate household.

Section 4. A full time bus/van driver who does not use any personal or sick days for the entire contract year shall receive merit bonus stated in Appendix A, Section 7.

ARTICLE XIV
ABSENCE FOR COURT APPEARANCE OR JURY DUTY

Section 1. Absences from work by reason of a subpoena or summons issued by any Court shall be allowed, with full pay, provided the subpoena or summons is recorded with the Board Secretary's Office and the Court action arises out of or in the course of the employee's employment. This provision shall not apply to absences due to any employee's pursuing a Worker's Compensation claim or any other claim against the Board of Education. Such actions shall be without pay.

Section 2. Should an employee be required to serve on jury duty, the Board Secretary, shall be notified and said employee shall suffer no loss of pay or time while so serving. All full-time employees shall be entitled to receive from the Employer his/her usual compensation for each day he/she is required to serve jury duty less the amount of per diem fee paid by the Court.

ARTICLE XV
RIGHTS AND PRIVILEGES OF UNION

Section 1. The Employer agrees to furnish to the Union or its representatives in response to reasonable requests from time to time, available public information.

Section 2. Whenever any representative of the Union or any Bus Driver employee participate during work hours in grievance proceeding, conferences, or meetings with the approval of the Board Secretary, he/she shall suffer no loss in pay. In case of emergency, oral approval shall be sufficient, providing that written confirmation follows within three (3) days. Negotiations are excluded.

Section 3. The Union and its representatives shall be granted use of school buildings at reasonable hours for meetings, providing prior written approval is obtained from the Board Secretary or designee.

Section 4. The Union shall have the right to use the school inter office mail facilities providing it obtains authorization from the Board Secretary and such use does not conflict with the normal school mail operations. A copy of any such mail shall be filed with the Board Secretary prior to being placed in the school mail facilities.

Section 5. The officials or any authorized representatives of the officials of the Union shall be permitted admission to the Employer's facilities at reasonable hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto, or for assisting in the adjustment of grievance. The officials or representatives of the Union shall notify the Employer upon their arrival.

Section 6. Management will notify each shop steward and Union Business Agent in writing of any policy changes. All notifications shall be dated and signed.

ARTICLE XVI
VETERANS RIGHTS AND BENEFITS

Section 1. The seniority rights of all employees who enlist or who are drafted during time of war or national emergency pursuant to an appropriate law now in force, or to be enacted, shall be maintained during such initial period of military service. Each such employee shall have the right to reinstate to the former position held or to a position of equal status, at the salary rate previously received by the employee at the time of said employee's induction into military service, together with all salary increases granted by the Employer to said employee's previous position during the period of time of such military service.

Section 2. Such reinstatement of veterans shall be upon application therefore made within ninety (90) days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

Section 3. The Employer agrees to allow the necessary time for any employee in the Reserves to perform the duties required when called without impairment to said employee's seniority rights and shall pay the difference between such service pay and regular daily hours not exceeding 8 hours for scheduled working time lost.

Section 4. The Employer agrees to pay an employee for all reasonable time involved in reporting for a physical examination for induction into military service.

ARTICLE XVII
GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Any difference or dispute between the employer and the Union relating to the terms and provisions of this agreement or its interpretation or application or the enforcement thereof, shall be subject to the following procedure which shall be resorted to as the sole means of obtaining adjustment of the dispute, which shall thereafter be referred to as a "grievance". A grievance to be considered under this procedure must be initiated by the Employee through an informal meeting with the designated supervisor, within ten (10) days from the time when the employee knew of its occurrence.

Step 1. Any bus driver who as a grievance shall discuss it first with the Shop Steward and Transportation Director ("Supervisor"). If as a result of the Supervisor's decision, the matter is not resolved to the satisfaction of the bus driver within five (5) school days, the bus driver may then meet with the Transportation Director in an attempt to resolve the matter informally at these levels.

Step 2. If, as a result of the discussion with the Transportation Director the matter is not resolved to the satisfaction of the bus driver, then such grievance shall be reduced in writing and the Shop Steward shall serve same upon the Superintendent or designee no later than five (5) working days following the meeting with the Transportation Director.

Step 3. No later than ten (10) working days thereafter, the grievance shall be discussed between the designated representative of the Employer and a representative of the Union. A written decision shall be given to the Union no later than five (5) calendar days thereafter.

Step 4. If the grievance is not resolved to the employee's satisfaction, he/she, no later than five (5) days after receipt of the Board representative's decision, may request a review by the Board of Education or a Committee of the Board. The Board, or a Committee thereof, shall review the grievance and shall hold a hearing with the aggrieved present, and shall render a decision, in writing, within thirty (30) calendar days of receipt of the grievance by the Board.

Step 5. In the event the grievance is not satisfactorily settled by the written decision in Step 4, thereafter both parties agree that within ten (10) days either party may request the State of New Jersey, Public Employment Relations Commissions, or American Arbitration Association, to appoint an arbitrator who shall have full power to hear and determine the dispute and the arbitrator's decision shall be final and binding.

Section 2. The cost of arbitration, if any, shall be shared equally by the Employer and the Union.

Section 3. No dispute arising out of any question pertaining to the renewal of the Agreement shall be subject to the arbitration provisions of this Agreement.

Section 4. The Arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his/her decisions strictly to the application and interpretation of the provisions of the Agreement and shall be without the power or authority to make any decision.

1. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement, or to applicable law or rules of regulation having the force and effect of law.
2. Limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.
3. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Employer to take action complained of, subject, however, to the decision of the arbitrator.

Section 5. Failure at any step in this procedure to communicate with decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step in this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance rendered at that step.

Section 6. It is understood that employees and the Employer shall, notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Employer until such grievances and any effect thereof shall have been fully determined.

ARTICLE XVIII
NEGOTIATIONS OF SUCCESSOR AGREEMENT

Section 1. Deadline Date. The parties agree to enter into collective negotiations over as successor Agreement in accordance with Chapter 123, Public Laws of 1974, in good faith effort to reach agreement on all negotiable matters concerning the terms and conditions of bus driver employment. Such negotiations shall begin no later than December 1st or mutually agreed upon date of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all bus driver employees, be signed by the Board and the Union, and be represented to both parties for ratification on a mutually agreed upon date adopted by the Board.

ARTICLE XIX
INSURANCE

The Board shall provide the health care insurance designated as follows:

1. To be eligible for health care insurance an employee must work twenty five (25) or more hours per week on a regular basis.
2. Effective July 1, 2017, bus drivers may only enroll in the Omnia 3 Plan includes medical, and prescription benefits.

If a bus driver wants to purchase a medical plan offered by the Board other than the Omnia 3 plan, the Bus Driver will be required to pay the difference in premiums between the Omnia 3 Plan and the medical plan selected by the Bus Driver. Chapter 78 Bus Driver (employee) premium payments shall be based on the premium cost of the Omnia 3 Plan. The Bus Driver will pay the full difference in the premiums between the selected medical plan and the Omnia 3 Plan.

3. Bus driver payments toward health benefits will be paid through payroll deductions in twenty (20) equal payments between September and June whether the individual is a ten (10) or twelve (12) month employee.
4. The total premiums paid by the bus driver shall be not less than the bus driver's employee payments under Tier 4 of Chapter 78.
5. If a bus driver is granted a leave of absence without pay, the bus driver may continue coverage under the health benefits program for a period of three (3) months following the end of the month when the bus driver's name was removed from the payroll. In order to continue this coverage the bus driver, by personal check, must pay the employer the TOTAL premiums that are required, which includes the single contract cost plus dependent premiums, if any.

6. Participating bus drivers will be required to pay 50% of the increased payment charged for dental coverage, effective 1983/1984 school year. New Jersey Dental Service Plan-Plan 11-B Super composite with Ortho 1- effective April 1, 1983.
7. Bus drivers may waive health insurance coverage upon submission of proof that they have coverage from other sources. If a bus driver elects to opt out of medical coverage, the Board shall pay bus drivers the following rates: Single \$2,000; Bus Driver/Spouse \$2,700; Parent/Child \$2,300; Family \$3,000. The Board agrees to set up an Optional S 125 Plan.
8. Should the Board require a physical examination of a bus driver, the Board shall assume the cost of said physical examination. The physical examination shall be performed by the school physician or his designee.
9. Should the cost of a health insurance plan exceed the threshold for the Patient Protection and Affordable Care Act ("PPACA") Excise Tax (as implemented and known as the Cadillac Tax), or any successor Act or Law, the Board, upon thirty (30) days' notice to the Teamsters, shall implement a new plan design that will not require an excise tax payment pursuant to the PPACA. The Board shall not offer a health insurance plan that requires an excise tax payment.
10. Should the Board decide to change insurance carriers, the new carrier shall provide benefits which are substantially similar to the benefits provided by the previous carrier.

ARTICLE XX
STRIKES AND LOCKOUTS

Section 1. It is agreed that the Union and its members shall not call or engage in a strike (or threats thereof) and that the Employer shall not institute a lockout, for any cause whatsoever, during the term of this Agreement, nor shall the Union or any of its members cause or participate in a cession of work, slowdown, work stoppage or interference of any kind with normal operations.

Section 2. In the event of a wildcat strike, cessation of work, slowdown or interference of any kind with normal operation, the Union agrees to promptly use its good offices to remedy the condition.

ARTICLE XXI
SAVINGS CLAUSE

Should any provision hereof, or the application of any such provision to any person or circumstances, be rendered or declared invalid by reason of existing or subsequently enacted legislation or by any decree to a court of competent jurisdiction, or by any order of an administrative agency, the remainder of this Agreement, or the application of any such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

ARTICLE XXII
MODIFICATION

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 XXIII
MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the Employer reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations to direct employees of the school district: to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duty because of lack of work or for other legitimate reasons; to maintain efficiency of the school operations entrusted to them; to determine the methods, means and personnel by which such operations are to be conducted; and to establish reasonable work rules; and to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE XXIV
FULLY BARGAINED CLAUSE

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will 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 both parties at the time they negotiated or signed this Agreement.

ARTICLE XXV
MISCELLANEOUS PROVISIONS

Section 1. No employee shall make or be requested to make any agreement, or to enter into any understanding, inconsistent or conflicting with the terms of this Agreement.

Section 2. The Board shall provide bulletin board space for the posting of Union notices to its members. Every notice so posted shall bear the name of the person or organization responsible for it; and a removal date.

Section 3. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.

Section 4. Fueling of Vehicles. As is the present practice, all drivers shall continue to fuel their vehicles.

Section 5. Announcing New Rules. To the extent that doing so will not infringe on the rights, authority, duties and responsibilities of the Board to administer the School District, every effort will be made to announce in advance proposed new rules or modifications of existing rules governing working conditions before they are established. The Board may discuss these changes with the Union prior to implementation.

Section 6. Assignment of Vehicles. A driver must complete five (5) years of full time employment before becoming eligible for a new vehicle. On the 5th anniversary, the driver will be placed in the rotation for a new bus. The new bus rotation list shall continue where it left off, starting with the next driver on the list.

Section 7. Breakdown Delays. If a breakdown causes a driver to be delayed beyond his/her normal run package time, the driver shall be compensated for extra time.

Section 8. Personnel File. Every driver has the right to review his/her personnel folder. Any material placed in the driver's present folder shall be copied to the affected driver. Every driver has the right to make copies of any material in their personnel file.

Section 9. Ticket/Summons. Any summons/ticket issued by a police department, other law enforcement agency, or the New Jersey Motor Vehicle Commission to a driver shall be the responsibility of the driver and shall be paid by the driver. The Board reserves the right to take disciplinary action against the driver for the summons/ticket including but not limited to suspension or termination.

ARTICLE XXVI
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2017 and shall continue in effect until June 30, 2020. No salary increments shall be paid at the conclusion of the negotiated CBA unless specifically negotiated and agreed to and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers as of the ___ day of _____, 2017.

ROXBURY TOWNSHIP
BOARD OF EDUCATION


TEAMSTERS LOCAL 97

By 
President

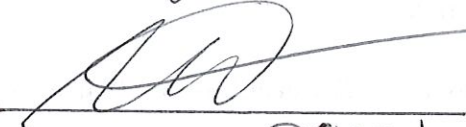

By 
President

Attest 
Board Secretary

By 
Business Agent

By 
Steward

By 
Steward


Steward

Steward

APPENDIX A

Section 1 Driver's Hourly Rate

STEP	2016-2017	2017-2018	2018-2019	2019-2020
1	21.11	21.12	22.02	22.85
2	22.03	22.12	23.02	23.85
3	23.00	23.12	24.02	24.85
4	23.97	24.87	26.02	26.85
5	26.55	27.12	28.02	28.85
6	28.68	29.37	30.12	30.85
7	32.24	33.12	33.62	34.35

2017-2018 4% increase to the guide
2018-2019 2.5% increase to the guide
2019-2020 2.5% increase to the guide

Section 2 Paid Holidays

Christmas
New Year's Day
Memorial Day
Thanksgiving Day

Section 3 Summer Cleaning and Garage Work

2017-2018
2018-2019 \$21 per hour
2019-2020

Section 4 Differential Pay (8 pm – 6:30 am)

\$3 per hour

Section 5 Unused Accumulated Sick Pay less 10 Years

\$22 per day

Section 6 Unused Accumulated Sick Pay 10 Years or Greater

\$26 per day

Section 7 Merit Bonus \$250