

AGREEMENT BETWEEN

THE ROCKAWAY TOWNSHIP BOARD OF EDUCATION

AND

THE ROCKAWAY TOWNSHIP BUS DRIVERS' ASSOCIATION

2005-2008

TABLE OF CONTENTS

Article	<u>Page</u>
Preamble	1
I Recognition	1
II Negotiation Procedure	1
III Grievance Procedure	2
IV Leaves of Absence	4
V Hospitalization, Major Medical & Dental Benefits	6
VI Physical Examinations	9
VII Salaries	10
VIII License Renewals	12
IX Defensive Driving & First Aid Courses	12
X Evaluation, Increments & Route Assignments	13
XI Holidays	14
XII Seniority	15
XIII Fringe Benefits	17
XIV Payment at Retirement	17
XV Association Meetings	17
XVI Duration of Agreement	18
Signatures	18

This **AGREEMENT** made this ____day of June,2005, between the Rockaway Township Board of Education, hereinafter called the "Board", and the Rockaway Township Bus Drivers' Association, hereinafter called the "Association".

The parties have met and negotiated a new collective bargaining Agreement to be effective July 1, 2005 for the period ending June 30, 2008.

PREAMBLE

Pursuant to the provisions of Chapter 123, Public Laws of 1975 of the State of New Jersey, the parties hereto agree as follows:

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for Contracted Driver personnel under contract with the Board (hereinafter "Contracted Drivers").
- B. The Board agrees not to negotiate concerning said Contracted Drivers in the negotiation unit defined in A. above with any organization other than the Association for the duration of this contract.

ARTICLE II - NEGOTIATION PROCEDURE

- A. Pursuant to the provisions of Chapter 123, Public Laws of 1975 of the State of New Jersey, the Board agrees to enter into collective negotiations with the Association in a good faith effort to reach agreement on terms and conditions of employment.
- B. The parties shall exchange written intent to exchange written proposals on a mutually agreeable date, but no later than November 30th of the calendar year preceding the year in which the Agreement is to become effective. The time and place of the meeting shall be set by mutual agreement.
- C. Negotiations shall begin not later than January 15th of the calendar year in which the Agreement is to become effective.

ARTICLE III - GRIEVANCE PROCEDURE

A. Line of Responsibility and Grievance Procedure

1. Each Contracted Driver shall be responsible through the Superintendent of Schools to the "Board".
2. Problems and matters of routine operation shall be referred to the administrative officer immediately in charge of the area in which the problem arises.
3. All situations of a grievance nature shall follow the stated course of action.

B. The purpose of a grievance policy and enumeration of levels of action is to clarify channels of communication and for satisfactory solutions to problems within the organization at the lowest possible level of administration. It is a basic ingredient of democratic operation of an enterprise to provide for satisfactory solutions to problems within the organization. Grievances should be limited to these internal procedures rather than the involvement of any public or nonprofessional forces.

C. Grievance Definition

1. A grievance within the meaning of this procedure shall be the disagreement of any Contracted Driver of a sufficient magnitude to warrant desire for remedial action or change.

D. Routine Procedure

Step 1

A grievance shall be discussed with the immediate superior. The Supervisor shall endeavor to resolve such grievance promptly. Should the Supervisor be unable to resolve the grievance to the satisfaction of the party or parties concerned within one (1) calendar week, the grievance shall be reduced to writing and resubmitted to the Supervisor for processing.

Step 2

The Supervisor shall submit within three (3) days, to the Business Administrator, the written grievance, with all action taken to date, in similar written form. A copy of the report shall be given to the party or parties concerned. The Business Administrator shall act promptly to achieve an acceptable solution. No decision shall be given until all parties have had sufficient opportunity to express their viewpoints to the Business Administrator. The Business Administrator shall, within twelve (12) calendar days of receipt of grievance, answer the grievance in writing. A copy of this written report shall be given to the party or parties concerned.

Step 3

Should the reply from the Business Administrator be unacceptable to the party or parties concerned, they may request further consultation with the Business Administrator. Should the result of this second meeting be unacceptable to the party or parties concerned, they may petition the superintendent to request an interview and decision.

Step 4

Should the reply and decision of the Superintendent be unacceptable to the grievant, they may petition the superintendent to request an interview with the Board of Education. The request will be submitted to the "Board" in conference session at the following meeting of the "Board" together with copies of all written communications.

Step 5

The "Board" or a sub-committee thereof, shall meet with all parties concerned at a special conference meeting to discuss the grievance. The "Board" shall render a decision in writing within thirty (30) calendar days and shall issue copies to all concerned parties.

The time limit set forth through all steps of the Grievance Procedure may be waived by mutual agreements of the parties.

Notations

1. The party or parties concerned in any grievance matter shall have the right to present their own appeal or to designate appropriate representatives of their own choosing to appear with them at any step in the appeal. Though the constitutional right of the party or parties concerned to counsel or representation by those outside the profession be guaranteed, encouragement to arrive at a satisfactory solution within the channels of the profession is strongly advised.
2. Variations of this procedure will be considered only on an emergency basis, which is defined as those situations affecting the safety of any person or persons.
3. This policy expressly prohibits the submission of any grievance to arbitration and encourages the mutual discussion and resolution of any problems on a professional plane.
4. All written records of the grievance and the decisions reached concerning it shall be filed in the office of the Superintendent. They shall be held by him in strict confidence. This confidence must be respected as a protection to the individual Contracted Driver and a respect for his/her right to privacy.

ARTICLE IV - LEAVES OF ABSENCE

A. Sick Leave

1. Cumulation of sick leave:
 - a. Sick leave shall consist of ten (10) days per year. Unused sick leave may be accumulated without limit. However, in the event a Contracted Driver begins employment after the beginning of the school year, she/he will be considered to have earned sick leave at the rate of one (1) day per month starting with the first full month of employment.
 - b. If, in the judgment of the superintendent, an apparent pattern of abuse in using sick leave exists, affected Contracted Drivers may be required to provide a doctor's certificate of illness. In addition, such certificates shall be required in the event of five (5) consecutive working days of absence because of illness.
 - c. Additional sick leave with pay shall be afforded Contracted Drivers covered by this Agreement in accordance with the provisions of School Board Policy Code #4430.
 - d. Additional leave days for illness of Contracted Drivers' children may be granted by written approval of the Superintendent or in accordance with the School Board Policy Code #4430.

B. Personal Leave With Pay

1. Death in immediate family:
 - a. Any full time Contracted Drivers shall be granted up to five (5) days upon request, when death occurs in the immediate family (husband, wife, father, mother, son, daughter, step-child, sister, brother, husband's parents, wife's parents, grandparents, legally adopted children, and any other member of the immediate household are herein defined as "immediate family").
 - b. When individual circumstances are such that a close relative other than those defined as immediately family, herein above, shall be considered as a member of the immediate family, a special request may be granted not to exceed five (5) consecutive days.
2. Absence to attend the funeral of a relative or close friend:
 - a. One (1) day's leave of absence with pay may be granted upon request to attend the funeral of a relative or close friend.

3. Absence because of illness in the immediate family:
 - a. Three (3) days' leave of absence with pay may be granted upon request to care for a member of the immediate family household who is ill, or a parent domiciled elsewhere.

C. Emergency Personal Business

1. A maximum of three (3) days per year shall be granted upon request on the form provided to attend to matters of emergency personal business which are so pressing that they demand immediate attention and can be taken care of only during the working day period. This day may be used on the day before or the day after a holiday or vacation, provided prior approval has been granted by the Superintendent. The determination of the Superintendent herein shall not be subject to the Grievance Procedure. It is understood that Contracted Driver shall sign the statement that the time required is for a matter of an emergency nature.

D. Leave of Absence

1. Seniority shall not accrue while Contracted Drivers is away from work on leave of absence status.
2. Any Contracted Drivers who is away from work on leave of absence without pay, for a period of less than one (1) month duration, shall have the right to resume that Contracted Driver's original contract route for that given school year.
3. In the event a Contracted Driver is absent from work on leave of absence without pay for a period of one (1) month or more, then and in that event, the Contracted Driver shall not be permitted to regain the old route except as hereinafter set forth.
4. When a Contracted Driver is absent from work, on leave of absence for a period of one (1) month or more, the Contracted Driver shall request in writing, not later than the twenty-third (23rd) calendar day of consecutive absence, and only in those cases of absence because of illness, (excluding maternity leave or absence due to work connected disabilities) directly to the Superintendent or designee, an extension of time, not to exceed an additional thirty (30) days beyond the original one (1) month period, for return to duty without loss of route. The Superintendent or designee shall advise the Contracted Driver in writing, not later than the twenty-ninth (29th) day of absence and within the sole discretion of the Superintendent or designee, of the decision relating to the request for extension of the leave of absence. In the event the extension is denied and the Contracted Driver remains absent beyond the thirty (30) days period, such Contracted Driver shall not be entitled to regain his original contract route for that given school year. In the event the request for an extension of the leave of absence is granted, such Contracted Driver shall be permitted to regain

his original contract route for that given school year provided such Contracted Driver returns not later than the end of the extension period granted.

5. A Contracted Driver who is absent from work on a leave of absence because of a job connected disability shall be reinstated upon return to work in the original route position for that given school year. The foregoing leave of absence agreement does not apply in those situations where the Board's Sick Leave Policy applies.

E. Superior Attendance Plan

Contracted drivers who maintain perfect attendance – except for funeral leave, jury duty or emergency personal business – for the five month periods (September through January) or (February through June), shall be granted the following stipend as follows:

For the period of September 1, through January 31, \$300.00 for drivers contracted for more than 2 ½ hours per day and \$150.00 for drivers contracted for 2 ½ hours or less per day.

For the period of February 1 through June 30, \$300.00 for drivers contracted for more than 2 ½ hours per day and \$150.00 for drivers contracted for 2 ½ hours or less per day.

The stipends shall be paid in the next regular payroll following the end of the period.

ARTICLE V - HOSPITALIZATION, MAJOR MEDICAL & DENTAL BENEFITS

- A. 1. Full Family Hospitalization and Major Medical coverage shall be available by a plan providing comparable or better coverage than the plan in effect for the 1975-1976 school year. The "Board" shall have the right to change insurance carriers provided that the plan shall at all times provide for comparable or better coverage than the plan in effect for the 1975-1976 school year. In the event the "Association" is of the opinion that the plan does not provide for comparable or better coverage than the plan in effect for the 1975-1976 school year, then and in that event, the "Association" may proceed through the grievance procedure including arbitration, to determine whether the coverage provided is comparable or better than that which was in effect for the 1975-1976 school year, and the arbitrator shall have full authority with reference for this particular issue to continue the coverage in effect as provided for by the "Board" or to set aside the coverage in effect for the 1975-1976 school year.
2. Commencing July 1, 1996 thru June 30, 1997, all Contracted Drivers eligible for health benefits will contribute \$141.00 towards their insurance through payroll deductions.
3. Commencing January 1, 1997, deductibles will be applied to all coverages within the traditional indemnity program and the first dollar benefit will be eliminated.

Commencing July 1, 1997, all Contracted Drivers eligible for PPO health coverage prior to June 30, 1997 will make a co-payment of \$146.00 for the year.

Commencing July 1, 1997, hospitalization and medical coverage shall include, utilization review hospital pre-certification; mandatory second surgical opinion and elimination of carryover deductible. Contracted Drivers whose first day of employment is after June 30, 1997, shall be enrolled in the designated provider program of the medical insurance program. Contracted Drivers whose first day of employment is after June 30, 1997, and choose traditional indemnity medical coverage shall pay the difference in the premium cost between the designated provider program and the traditional indemnity program through a payroll deduction plan. The annual premium costs for the traditional indemnity medical coverage and the designated provider program and the amount of the cost differential based on a ten (10) month payroll deduction plan shall be available on May 30th of each school year. The amount of the cost differential shall be adjusted and go into effect on July 1st for the next school year. For the 1996-1997 school year, the difference on a monthly basis between the traditional indemnity medical coverage and the designated provider program shall be \$62.19 for family coverage and \$25.72 for single coverage.

4. The "Board" stipulates twenty (20) hours per week in order to establish eligibility for full family hospitalization, major medical and dental benefits for all Contracted Drivers hired prior to July 1, 1996. All Contracted Drivers hired after July 1, 1996 must work a minimum of thirty (30) hours per week to receive health, major medical or dental benefits.

CONTRACTED DRIVERS BENEFITS LIST TWENTY HOUR ELIGIBILITY

Matyola, William	1965	February 3
Udasco, Theresa	1967	September 7
Stager, Beverly	1979	May 6
Howell, Elaine	1982	December 20
Kennedy, Marjorie	1985	September 1
Ott, Janet	1985	December 11
Boucher, Debra	1987	January 2
Witten, Janice	1988	November 9
Pearson, Beth	1989	April 27
Chovanec, Melinda	1989	September 1
Borowik, Danuta	1989	October 10
Walsh, Karen	1991	February 1
Giblock, Sally	1991	October 1
Monga, Carolyn	1992	July 9
Krachun, Pamela	1993	March 8
Mulligan, Mary Kay	1993	December 22
Decker, Margaretha	1995	February 24

5. Effective July 1, 2002 all Contracted Drivers who are not entitled to medical benefits under the terms of this Contract may at their own expense purchase medical insurance at the annual premium rate established by the Contract between the Board and the insurance provider. Contracted Drivers who purchase medical insurance shall pay the annual premium in ten (10) monthly installments beginning the September 1st of each contract year.

- B. The "Board" shall notify the carrier to provide to each Contracted Driver a description of the Health Care Insurance coverage provided under this Article at the beginning of the 2005-2006 – 2007-2008 school years, which shall include a clear description of conditions and limits of coverage as listed above.

- C. Effective July 1, 2001, the Board will pay 50% of the cost of the dental premium and the Contracted Driver will pay 50% of the cost of the dental premium.

VI - PHYSICAL EXAMINATIONS

1. The "Board" shall require a physical examination of all Contracted Drivers of the "Board", at least once a year. It shall, in addition, require such individual examinations as it may deem necessary. Costs are to be borne by the "Board" when examinations or tests are made by a physician or institute it designates. The Contracted Driver may be examined by a physician or institution of his or her own choosing at the expense of the Contracted Driver, provided such physician or institution is approved by the "Board". A Contracted Driver may be suspended when the examination indicates that the Contracted Driver does not meet the health requirements for his/her duties. Normal sick leave compensation shall be granted to a Contracted Driver under contract or on tenure. Such Contracted Driver shall be allowed to complete the term of the contract upon recovery or to resume employment seniority status unless the absence has exceeded two years.

2. Before permission will be granted Contracted Driver to return to work after recovering from a serious illness or a communicable disease (whether it be personal or that of a member of household), a physical examination and release by the school doctor will be required.

ARTICLE VII - SALARIES

- A. For the 2005-2006 school year, each Contracted Driver will receive an hourly increase of \$.94.
- B. For the 2006-2007 school year, each Contracted Driver will receive an hourly increase of \$.99.
- C. For the 2007-2008 school year, each Contracted Driver will receive an hourly increase of \$1.04.
- D. Salary Schedule Minimum – Maximum Guide

2005-2006	2006-2007	2007-2008
18.94	19.93	20.97
19.44	20.43	21.47
19.88	20.87	21.91
20.64	21.63	22.67
21.25	22.24	23.28
19.55	20.54	21.58
21.82	22.81	23.85
17.29	18.28	19.32
18.80	19.79	20.83
19.45	20.44	21.48
20.86	21.85	22.89
21.94	22.93	23.97
24.62	25.61	26.65
23.79	24.78	25.82
27.15	28.14	29.18

- E. Stipend/Non-Ambulatory Pupils
Contracted Drivers who do not have a staff assistant and regularly transport permanently non-ambulatory pupils shall receive five hundred dollars (\$500.00) additional stipend per route, per year.
- F. Miscellaneous Pay Information
The following items concerning pay status of Contracted Drivers involving early dismissal days, field trips, non-public school runs, and summer pay period shall prevail for the 2005-2006– 2007-2008 school years.

1. On days when Rockaway Township Schools have a scheduled early dismissal at a time other than the regular school sessions or P.M. contracted time, Contracted Drivers shall be paid additional monies equal to their contracted P.M. run for such a day. Those Contracted Drivers unable to complete their early dismissal run for reasons other than sickness, funeral and personal day needs will be docked monies equal to their contracted P.M. run for such days.
2. On field trip assignments, Contracted Drivers shall receive only their own hourly rate of pay on the Salary Guide.
3. Contracted Drivers shall be paid on their hourly rate for one (1) hour or time spent, whichever is greater, for the A.M. and/or P.M. run for private, parochial or special education school transportation when Rockaway Township Schools are closed and may refuse such runs only if a substitute is available.
4. In route packages that are exclusively parochial school runs or one school run, the contract for the 191 days pay will be based on the parochial school calendar or the one school calendar as appropriate. When the parochial school is open or the one school is open this will be considered a normal work day for the Contracted Driver and she/he will be obligated to drive the run without additional pay.
5. Contracted summer drivers shall be paid on July 15th and August 1st.
6. On half days, because of short time period runs, Contracted Drivers will be permitted to take buses home, except on Fridays.
7. Instructors for Defensive Driving, Driver Training, will be paid at drivers rate of pay and DDC instructors will receive pay for one hour prep time per session.
8. Thirty (30) minutes each day shall be utilized by the Contracted Drivers for pre-trip, warm up and operating inspection of their school vehicles to verify the proper working condition of all equipment, to maintain and implement the child restraint law as required, and to perform bus housekeeping duties inside the vehicle. The contracted driver shall be paid for these thirty (30) minutes based on their hourly rate. If an additional vehicle is used, an additional fifteen (15) minutes for inspection shall be paid.
9. Mandatory requirements outside the regular work day shall be paid at the Contracted Driver's own rate of pay. When a contracted driver is required on a daily basis to use an additional vehicle, the additional fifteen (15) minutes shall be included in their contract and appear on the computation sheet.

- G. Contracted Drivers may join a credit union or join a 403b plan approved by the Board.
- H. Overtime shall be based on hours in excess of 40 hours in any one work week.
- I. Dues Deduction: By July 15 of each contract year the Association shall advise the business office in writing as to the amount of annual dues to be deducted from the annual salary of a Contracted Driver. The business office shall deduct the full amount from the October 15 check or first check in October and shall forward a check for the full amount deducted to the Treasurer of the Rockaway Township Bus Driver Association at 540 Green Pond Road by November 1st of the contract year.
- J. The Board of Education hereby grants to the Association the right to collect a representation fee from those unit members who do not elect membership in the Association. The implementation and administration of this provision shall be in accordance with statute. In meeting its obligations pursuant to this paragraph, the Association shall save the Board harmless from any claims, liabilities, damages or other financial demands made by an employee, whether in litigation or elsewhere, including the cost of legal fees.

ARTICLE VIII - LICENSE RENEWALS

The Board shall reimburse each Contracted Driver the full cost for the annual Bus Driver License. Provided the Contracted Driver provides the Business Office with the required paperwork by the fifteenth (15th) of any month, payment will be made in thirty (30) days.

ARTICLE IX - DEFENSIVE DRIVING AND FIRST AID COURSES

- A. Each Contracted Driver shall be required to successfully complete a Defensive Driving Course and First Aid Course. Contracted Drivers will be paid at their own rate of pay for the time spent in attendance at such training courses. Defensive Driving Course to be given every two (2) years and First Aid Course to be given every three (3) years. At least ten (10) days prior to the scheduling of the defensive driving course or the first aid course, the transportation supervisor or designee shall discuss with the Association President or designee the proposed dates for the courses. Whenever possible the courses shall be scheduled on mutually acceptable dates.

- B. The "Board" shall determine which Contracted Drivers are entitled to Safe Driving Certificates and pins, and the "Board" shall present same to the Contracted Drivers at an appropriate function arranged for that purpose each June at the School Bus Drivers' Lounge.

ARTICLE X - EVALUATION, INCREMENTS AND ROUTE ASSIGNMENTS

- A. All full time Contracted Drivers shall be on contract. Beginning July 1, 1995, increments shall be granted annually if a satisfactory evaluation of Contracted Driver is certified by the Superintendent or designee, unless negotiated otherwise.
- B. Unsatisfactory evaluation may be grieved pursuant to the provisions of the Grievance Procedure as set forth in Article III of this Agreement.
- C. The Board agrees to advise the "Association" at least one (1) week in advance of the date upon which routes will be selected. The second week in August shall be set aside for the selection of routes for the coming school year.
- D. Beginning July 1, 1995, all full time Contracted Drivers and contracted substitute drivers shall be eligible for the yearly increments provided they came under contract and started driving on or before January 31st of the preceding school year, unless negotiated otherwise.
- E. During the period set aside for route assignments, the Board shall make available a route outline sheet for Fast Forward and other such miscellaneous routes when the actual route is unavailable. The route outline sheet shall include the approximate months the route will run and/or the approximate number of days in the school year. Fast Forward routes will be included on the computation sheet for the estimated number of days. If the route exceeds the estimated number of days, these extra days are to be put on the contracted driver's time sheet.

Selection of AM/PM, Midday Routes, and After School routes shall be based upon seniority acquired within the Rockaway Township School District. Contracted Drivers who have selected a Midday Route or After School route may not select another Midday or After School route. After school route shall be defined as any single route, or package of routes, which contains a school dismissed after the regularly scheduled dismissal.

- F. Contracted Kindergarten/Step-Up drivers shall not be eligible for placement on the extra duty Kindergarten/Step-Up roster. Contracted After School/ Fast Forward drivers shall not be eligible for placement on the extra duty After School/Fast Forward roster.

- G. Routes over the contracted time should be reported to the Transportation Supervisor or designee for consideration of a contract rider. Contract riders will be granted up to February 1st.
- H. The Board of Education will supply an attendant on bus routes when Contracted Driver and supervisor deem necessary.

ARTICLE XI - HOLIDAYS

All Contracted Drivers of the "Association" shall be granted eight (8) paid holidays. The pay for these holidays is to be included in route contract pricing.

ARTICLE XII - SENIORITY

- A. Contracted Drivers shall select their routes at the beginning of each year upon the basis of seniority acquired within the Rockaway Township School District, and based upon the most recent date of hire followed by continuous employment within the Rockaway Township School District, providing driver performance and safety records are satisfactory. In the event the "Board" exercises its prerogatives to divide a route into two or more new routes, the Contracted Driver who previously selected a route which has been divided may select, regardless of seniority, any new route segment thus created. However, Contracted Drivers will be eligible to select the additional route upon the basis of seniority.

- B. Seniority of each Contracted Drivers shall be considered and utilized in making a determination concerning a cutback in the size of the driver force and in election of annual route.

- C. Extra duty rosters will be posted for extra work such as: field trips, mini and maxi, emergency; mid day routes substitute; after school route substitute. Extra duty rosters shall be kept on a rotating seniority basis for contracted drivers to perform the work involved.

Those contracted drivers interested in working extra duty shall advise the Superintendent or designee of their availability for same.

Drivers on substitute rosters for mid day will be assigned between 9:00 a.m. to 10:00 a.m. When a refusal is registered that assignment will go to the next driver on the roster. Drivers have until 10:00 a.m. to respond. After 10:00 a.m., the driver who did not confirm acceptance of assignment will be registered as not available (NA). The roster will be followed until all work has been assigned or the whole roster exhausted. Drivers accepting an assignment after 10:00 a.m. will be registered as emergency (E) and will not be charged their turn on the roster. Records containing the foregoing information shall be kept open for "Association" inspection.

D. Field Trip Assignments

1. A mini and maxi field trip roster shall be kept on extra duty assignments. A field trip three (3) hours or less is considered a mini trip. A field trip over three (3) hours is considered a maxi trip providing that at least three (3) hours of the trip fall between 9 and 2. In the event a scheduled field trip is canceled, the Contracted Driver is to be notified by the "Board" of the cancellation of the field trip at least two (2) hours prior to the time of the scheduled commencement thereof. In the event the "Board" fails to give at least two (2) hours advance notice of the cancellation of the trip, the Contracted Driver so scheduled shall receive two (2) hours pay at the Contracted Driver's own hourly rate of pay.

The foregoing, however, shall not apply to cancellations on snow days or when schools are closed. The refusal on the part of the Contracted Driver to accept three (3) consecutive field trip assignments will result in the name of the Contracted Driver being dropped from the Field Trip Roster for the remainder of the school year.

2. If a contracted driver cannot fulfill a field trip commitment, the Superintendent or designee must be notified before 24 hours preceding the day of the scheduled trip, except in the case of an emergency.
3. In the event of an emergency field trip, the "Board" shall seek volunteers from the emergency roster of Contracted Drivers eligible for the field trip assignment in rotating seniority order. A Contracted Driver who refuses such assignment with less than twenty-four (24) hours prior notice shall not lose his/her place on such roster. If no volunteer is available for an emergency field trip from the Field Trip Roster, the "Board" may use any qualified Contracted Driver regardless of roster or seniority. A Contracted Driver who drives such an emergency field trip shall not lose his/her place on the Field Trip Roster.

- E. Contract substitute drivers shall be guaranteed at least two (2) hours employment per AM and two (2) hours PM and will be entitled to all other contractual benefits. Such position shall be filled on a seniority basis.

- F. A driver who accepts a contracted summer school route and who fails to complete such assignment, barring illness or emergency as certified to and accepted by the "Board", will be penalized by being placed on the bottom of the seniority roster for such assignment during the following summer. If a second instance occurs at any future time, the driver shall be removed from summer eligibility permanently.

ARTICLE XIII - FRINGE BENEFITS

- A. Pension benefits shall be provided to all Contracted Drivers of the Board of Education covered by this Agreement as follows:
 - 1. Pension as required by State Statute:
 - a. All new Contracted Drivers earning over five hundred dollars (\$500.00) annually must enroll in the Public Employees' Retirement System.
- B. Contracted Drivers may waive coverage under the health care benefits plan by applying to the "Board" for waiver prior to July 1 for the following year. Contracted Drivers who waive coverage for one year shall receive payment of \$1,500 at the end of the year for which waiver is processed. This plan may be continued for the term of the agreement. Contracted Drivers who wish to reapply for coverage may do so by applying to the Board and completing the forms for reapplication. Contracted Drivers waiver of insurance and reapplication shall be made in accordance with rules established by the insurance carrier.

ARTICLE XIV - PAYMENT AT RETIREMENT

Those Contracted Drivers employed in Rockaway Township Public Schools for twenty (20) or more years shall be reimbursed upon honorable termination for unused sick leave based upon one (1) day reimbursement for each three (3) days of unused sick leave. These days shall be divided by three (3) and paid at the Contracted Drivers rate of pay for his/her final year of employment not to exceed \$6,000.00.

ARTICLE XV - ASSOCIATION MEETINGS

The Rockaway Township Bus Drivers' Association will be afforded use of school buildings for association meetings at a time when a custodian is on duty. In addition, the "Association", upon application to the Administration, may be granted use of the Drivers' Lounge within the discretion of the Administration, and the exercise of such discretion shall not be subject to the Grievance Procedure.

