Negotiated Agreement

Between

SPARTA BUS DRIVERS' ASSOCIATION

And

SPARTA BOARD OF EDUCATION

September 1, 2008 - August 31, 2011

RECOGNITION

The Sparta Board of Education recognizes the Sparta Bus Drivers' Association as the representative for bus drivers and bus attendants, for collective bargaining with regard to terms and conditions of employment.

TERMS AND CONDITIONS OF EMPLOYMENT

Sick Leave Provisions:

- 1. Each unit member is entitled to ten (10) sick days per year, which shall be accumulative.
- 2. Any unit member absent from work for three (3) consecutive days due to illness shall submit a doctor's note upon returning to work.
- One sick day per year may be set aside as a personal day after the current allotment of personal days are used. The sick days must be converted and used by the driver. If not used, it will revert back to a sick day. A converted sick day cannot be carried over as an unused personal day. Use of these days must be approved by the supervisor, as is the case with all personal days.

Personal Leave Provisions:

1. Each unit member is entitled to two (2) personal days per year (accumulative to four (4) days maximum).

Bereavement Leave Provisions:

- 1. Each unit member is entitled to receive up to five (5) school days, at any one time (if needed) in the event of a death in the unit member's immediate family. The term "immediate family" includes mother, father, husband, child, sister, brother and grandchild.
- 2. Each unit member is entitled to receive up to three (3) school days, at any one time (if needed) in the event of a death of a father-in-law, mother-in-law, grandparent, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

Jury Duty/Court Date Provisions:

- 1. When a unit member is required to serve on jury duty, the Transportation Supervisor shall be notified immediately. The unit member shall not be penalized with a loss of pay or time while on jury duty and shall receive their normal pay for each day out, less the amount paid by the court.
- 2. When a unit member is required to appear in court after receipt of a court subpoena or summons that arises out of a unit member's employment, the Transportation Supervisor and Business Administrator's Office shall be notified. The unit member shall not be penalized with a loss of pay or time for attending to this court action.

Workers' Compensation Leave Provision:

1. Each unit member returning after being out on Worker's Compensation must present a physician's release to the Transportation Supervisor before being allowed to resume their job.

Medical Insurance Provisions:

- 1. All unit members who qualify under the provisions of the plan and subject to the provision below shall receive a basic medical insurance coverage through the Horizon Blue Cross/Blue Shield of NJ Direct Access Plan, which includes prescription coverage, and dental coverage, provided by the district. Unit members are eligible for single, husband/wife, parent/child, or family coverage, as appropriate.
- 2. Unit members hired after January 1, 1995 shall receive medical insurance through the Horizon Blue Cross/Blue Shield of NJ (Direct Access) only, until they have completed two (2) full years of continuous employment with the district. With the start of the third (3rd) year of employment, the unit member shall be eligible for dental coverage. For the purposes of entitlement to dental benefits, the employee's effective date of hire shall determine the two (2) year period.
- 3. Should an employee choose a medical plan which costs more than the Direct Access Plan, he/she shall pay the difference in the costs of the two plans through a payroll deduction.
- 4. The Board of Education reserves the right to change insurance carriers provided that the new coverage is equivalent to or better than the coverage now in effect.

5. The prescription plan shall have a \$5.00 generic and \$15.00 brand name copay.

Medical Examinations:

- 1. The Board of Education will provide, at no cost to the employee, a physical examination once, every two (2) years. (Board reimburses \$5 co-pay.)
- 2. The Board of Education will provide, at no cost to the employee, an eye examination once each year, with the Board's selected doctor.
- 3. The results of the examinations provided above shall be reported to the Transportation Supervisor.

Miscellaneous Provisions:

- 1. The Board of Education shall pay for the renewal of each unit member's Commercial Driver's License (C.D.L.).
- 2. The Board of Education will provide, at no cost to the unit member, random drug testing as required by the State of New Jersey.
- 3. The Board of Education will provide, at no cost to the unit member, fingerprinting as required by the State of New Jersey.
- 4. The results of the above procedures (#2 and #3) will be reported to the Business Administrator and the Transportation Supervisor.

Seniority Provisions:

- 1. The Board of Education shall establish and maintain a seniority list of employees. The Transportation Supervisor shall revise the list annually at the start of each school year.
- 2. In the event of a layoff, the Board of Education agrees to apply seniority in determining who will be laid off.
- 3. Any additional work, i.e. shuttles, trips activities, shall be offered to the drivers by seniority in a rotating basis, starting at the top of the seniority list. If a driver declines additional work, the next senior driver on the list is given the offer. If a driver accepts the work, their name is removed from the list, until it is exhausted. The list is maintained until all drivers have had reasonable

opportunity for additional work, at which time the seniority list for additional work begins again, with the most senior driver.

Salaries:

- 1. The salaries of unit members are outlined on <u>Schedule "A"</u> attached hereto and made a part hereof.
- 2. Personnel who are currently employed part-time and who receive a full-time work assignment shall be compensated at the equivalent rate of pay.

SCHEDULE "A"

3-Year Contract

| | <u>Drivers</u> | <u>Attendants</u> |
|---------|----------------|-------------------|
| 2008-09 | +70⊄ per hour | +35⊄ per hour |
| 2009-10 | +70⊄ per hour | +35⊄ per hour |
| 2010-11 | +70⊄ per hour | +35⊄ per hour |

| | <u>08-09</u> | <u>09-10</u> | <u>10-11</u> |
|--------------------|--------------|--------------|--------------|
| | | | |
| Claudio, Donna | \$20.95 | \$21.65 | \$22.35 |
| Claudio, Joseph | \$20.95 | \$21.65 | \$22.35 |
| Courtright, Susan | \$20.95 | \$21.65 | \$22.35 |
| Decker, Marcy | \$15.50 | \$15.85 | \$16.20 |
| Decker, Tracy | \$20.95 | \$21.65 | \$22.35 |
| Eby, Debra | \$18.15 | \$18.85 | \$19.55 |
| Fautas, Stan | \$17.75 | \$18.45 | \$19.15 |
| Forsyth, Cathy | \$17.00 | \$17.70 | \$18.40 |
| Kays, LeeAnn | \$15.50 | \$15.85 | \$16.20 |
| Keenan, Lynn | \$15.50 | \$15.85 | \$16.20 |
| Lusardi, Laurie | \$20.95 | \$21.65 | \$22.35 |
| Peterson, Kim | \$15.50 | \$15.85 | \$16.20 |
| Santamaria, Terry | \$19.00 | \$19.70 | \$20.40 |
| Senise, Tammy | \$20.95 | \$21.65 | \$22.35 |
| Shauger, Christina | \$15.70 | \$16.40 | \$17.10 |
| Tomzick, Elaine | \$16.20 | \$16.90 | \$17.60 |
| Ulrich, Julie | \$16.20 | \$16.90 | \$17.60 |

Longevity Stipends:

Longevity stipends shall be provided as follows:

| After ten (10) or more years in district | |
|--|-------|
| After fifteen (15) or more years in district | \$450 |
| After twenty (20) or more years in district | \$600 |
| After twenty-five (25) or more years in district | \$800 |

Payment of unused sick days upon retirement:

0 - 50 days = 051+ = \$35 per day

DURATION OF AGREEMENT

The preceding outlined terms and conditions of employment shall be effective as of September 1, 2008, and shall remain in effect through August 31, 2011. These terms and conditions of employment shall be subject to change only as a result of negotiations between the two parties.

President

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SPARTA BUS DRIVERS' ASSOCIATION

President

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Secretary

Date: