

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive collective bargaining representative within the purview of Chapter 123 of the Laws of 1974 for negotiations concerning the terms and conditions of employment for Bus Drivers, Vehicle Mechanics, and Mechanic's Helpers.
- B. Unless otherwise indicated, the term "employees" when used hereinafter in this Agreement, shall refer to all employees represented by the Association, shall refer to all employees defined, and references to male employees shall include female employees.

ARTICLE II

NEGOTIATION PROCEDURES

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with the Chapter 303, Public Laws 1968, as amended by Chapter 123, P.L. 1974, in a good faith salaries but all other conditions on employment. They will attempt to meet by December of the school year in which the current agreement is to expire. The PTBDA will present its proposal two weeks in advance of said meeting, which will be mutually scheduled. Any agreement so negotiated shall apply to all members of the negotiation unit and shall be reduced to writing and signed by all parties.
- B. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable to the effective date of this Agreement to employees covered by this Agreement shall continue to be so applicable during the term of the Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied as to eliminate, reduce nor otherwise detract from any employee's benefits existing prior to its effective date.
- C. This Agreement incorporates the entire understanding of parties in all matters, which were or could have been 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 of contemplation of either or both of the parties at the time they negotiated and executed this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.
- D. The Board agrees not to negotiate concerning said employees in the negotiation unit as defined in Article I of this Agreement, with any other organization than the Association for the duration of this Agreement.

- E. This Agreement shall not be modified in whole or in part by the parties except by mutual agreement by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

- A. The term "grievance" means a claim by any employee covered by this Agreement that, to him/her there has been an inequitable, improper or unjust application, interpretation or violation of a policy, agreement or administrative decision affecting said employee.
- B. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting the welfare or terms and conditions of employment of said employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriated at any level of the procedure.
- C. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he/she would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) calendar day period shall be deemed to constitute an abandonment of the grievance.
- D. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.
- E. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in his/her appeal. A minority organization shall not have the right to present or process a grievance.
- F. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
- G. An employee shall first discuss his/her grievance orally with his/her immediate superior (supervisor or coordinator). Where the immediate superior is below the rank of transportation supervisor, the Transportation Supervisor shall be notified and shall have the right to be present at and participate in said hearing. A decision shall be rendered within five (5) school days of said hearing.

- H. If the grievance is not resolved to the employee's satisfaction within five (5) school days from the determination referred to in Paragraph G above, the employee may submit his/her grievance to the Superintendent of Schools in writing, specifying:
 - 1. The nature of the grievance;
 - 2. The results of the previous discussion; and
 - 3. The basis of his/her dissatisfaction with the determination.
- I. A copy of the writing called for in Paragraph H above shall be furnished to the Transportation Supervisor and to the immediate superior of the aggrieved employee.
- J. Within ten (10) calendar days from the receipt of the written grievance (unless a different period is mutually agreed upon) the Superintendent shall hold a meeting at which all parties in interest shall have the right to be heard.
- K. Within ten (10) calendar days of said meeting (unless a different period is mutually agreed upon) the Superintendent shall, in writing advise the employee and his/her representative, if there be one, of the determination, and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.
- L. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs J and K, or in the event of a determination by him/her in accordance with the provisions thereof, is deemed unsatisfactory by the aggrieved employee, within ten (10) calendar days of the failure of the Superintendent to act, or within the ten (10) calendar days of the determination by him/her, said employee may appeal to the Board of Education.
- M. Where an appeal is taken to the Board, there shall be submitted by the grievant the writing set forth in Paragraphs H and K, and a further statement in writing setting forth the grievant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to all parties affected.
- N. If the grievant, in his/her appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own motion, conduct a hearing; or it may request the submission of the additional written materials. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the grievant requests in writing a hearing before the Board, a hearing shall be held.

- O. The Board of Education shall make a determination within thirty (30) calendar days from the receipt of the grievance and shall in writing notify the employee, his/her representative, if there be any, the Transportation Supervisor and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.
- P. In the event an employee is dissatisfied with the determination of the Board, the employee shall have the right to appeal the grievance to the next level. Notice of intention to proceed to binding arbitration shall be made no later than fifteen (15) calendar days following the Board's determination which is being appealed. Failure to file within said time period shall constitute a bar to such arbitration unless the Association and the Board shall mutually agree upon a longer time period within which to assert such a demand. Only the parties signatory to this Agreement shall have the right to proceed to arbitration and said right shall not accrue to an individual. All arbitration shall be conducted pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303 Laws of 1968, or at the option of the Association through the American Arbitration Association.
- Q. The arbitrator's decision shall be in writing and shall set forth his/her findings of facts, reasoning and conclusion of the issue submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have the power to alter, amend or revise any provision of this Agreement.

In the event that a grievance is taken to arbitration, the compensation and expenses of the impartial arbitrator and the American Arbitration Association shall be borne by the losing party. The cost of any transcript shall be borne solely by the party requesting it.

- R. The following matters shall not be arbitrable:
 - 1. The failure or refusal of the Board to renew a contract of a non-tenured employee with less than three (3) years of continuous service;
 - 2. Matters where a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education or the State Board of Education;
 - 3. Matters where the Board is without authority to act;
 - 4. Matters involving the statutory or discretionary powers of the Board.
- S. In the event a grievance arises which affects a group of employees, the Association may initiate the grievance procedure in the manner provided for in Paragraphs H and I of this Article. The Superintendent shall be advised of the names of all employees involved.

- T. In the computation of calendar days, school holidays and winter and spring vacations (but not summer vacation) shall be excluded. In the event that 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 is practicable.
- U. Any employee shall be entitled to the assistance of an Association representative at all steps of the foregoing grievance procedure. An employee shall not lose pay for time spent during his regular working hours at the foregoing steps of the grievance attendance of other employees during any of the above steps, such employees shall not lose pay for such time.
- V. No reprisals of any kind shall be taken by the Board, by any member of the Administration, or by any member or representative of the Association against any party witness or representative in the grievance procedure by reason of such participation.
- W. 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 and witnesses heretofore referred to in this Article.

ARTICLE IV

EMPLOYEE RIGHTS

- A. Pursuant to Chapter 123, Public Law 1974, and its amendments, the Board hereby agrees that every employee employed by the Board shall have the right to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Law 1974, and its amendments, other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, including collective negotiations with the Board or his/her institute of any grievance, complaint or proceedings under this Agreement or therewith with respect to any terms or conditions of employment.

- B. No employee shall be disciplined, reduced in rank or compensation, or deprived of any professional advantage, or non-renewed without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure under Paragraph R of Article III.
- C. Whenever any employee is required to appear before the Superintendent, or Board, or any committee, or member thereof concerning any matter which could result in the termination of employment of that employee, then he/she shall be given prior notice (which, upon request of the employee, will be in written form) of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension shall be with pay until formal action of the Board of Education. Disciplinary suspensions not involving termination may be without pay to the extent permitted by law.
- D. After three (3) years of continuous service, unit members may appeal disciplinary determination including termination, non-renewal/discharge through Article II to binding arbitration.

ARTICLE V

DEFINITIONS AND CLARIFICATIONS

- A. Basic Contract incurs a workday obligation of four (4) hours for each driver and will include the following:
 - 1. Perform all assigned runs as designated by the Supervisor.
 - 2. Perform daily pre-trip safety inspection of vehicles as mandated by State and local policy.
 - 3. Check and maintain proper fuel, water, and oil levels.
 - 4. Report in writing to mechanics all mechanical problems.
 - 5. Clean and maintain the vehicle.
 - 6. Train students on emergency procedures and conduct bi-annual emergency evacuation drills.
 - 7. Work with building principals on all discipline problems concerning the safety and welfare of students.
 - 8. Perform required administrative functions such as preparing forms and reports, attending inservice training during district inservice days, assisting during emergency weather conditions, etc. to provide quality transportation service to the students of our district.

9. Attend meetings with parents, principals, and the coordinator when required.
10. Stipend -- extra pay or compensation for services.
11. Contract -- a formal agreement.

B. Third Run Contract/Third Run School.

In addition to the Basic Contract obligation plus the third run, this should not exceed the combined total of a five(5) hour workday.

Other assignments within the combined total of five(5) hours shall be paid at the applicable rate.

C. Pre-School Handicap Runs

In addition to the Basic Contract obligation, this should not exceed the combined total of a six hour work day.

D. Special Education Runs

1. Out of the District

In addition to the Basic Contract obligation, this should not exceed the combined total of a five hour work day.

2. Within the District

Excludes those runs for which those drivers are paid third run contracts.

E. Field, Activity, Additional Runs

1. All notices for job opportunities within the negotiating unit shall be posted in all departmental work locations on the official bulletin board.
 - a. All extra field trips, athletic trips, late loads and shuttles shall be filled by drivers who have placed their name on rotating rosters. These rosters will be revised at the beginning of each year and arranged in seniority order. Drivers will not be assigned a trip that interferes with their regularly scheduled run. Drivers can remove their name or place their name on these rosters any time during the school year.

- b. Any driver who accepts an assignment on an emergency basis shall not be charged with a turn on the roster.
- c. Any driver who is assigned a trip and given at least 48 hours notice and declines that trip shall be charged with a turn on the rotating roster. Rationale: This eliminates "Jockeying" to position oneself for a more desirable trip which may come up next. If there is less than 48 hours notice of assignment, that driver may decline without charge. Rationale: Driver should have reasonable time to organize personal affairs and should not be penalized by a short notice assignment.
- d. Any driver who declines three consecutive assignments during the course of the year shall have their name removed from the respective roster for the remainder of the school year.

In any situation where there are insufficient numbers of drivers to cover the trip in question, the Administration shall first seek qualified drivers from the substitute list. If there are still insufficient numbers of drivers, then the Administration shall assign the least senior drivers who shall perform the necessary driving.

2. In the event of the need for drivers for athletic and field trips, the Coordinator reserves the right to use regularly scheduled drivers if those drivers have requested to be so scheduled and if the judgement of the Coordinator, the coverage of the driver's regularly assigned run can be maintained without disruption. Compensation will be based upon contractual stipends for the extra trips and shall be in lieu of the driver's regular contractual pay.
3. The Coordinator will make available to the Association on a weekly basis all rotating rosters reflecting all extra work performed by members of the unit.
4. Activity and late load runs and shuttles will be permanently assigned at the beginning of the school year based upon seniority. Replacement either permanent or temporary, during the course of the school year, shall be based upon seniority (on a rotating weekly cycle).
5. Any driver substituting for a late load driver shall perform the function including scheduled geographic areas covered.
6. Replacement of the drivers regularly assigned to either permanent or temporary shuttles will be assigned to a senior driver who is available.

F. Reduction in Force

1. In the event of any reduction in force within a job category, employees shall be laid off in reverse order of seniority. Recall shall be on the principle of last out-first-in.

2. Placement of employees who are displaced from their position as a result of changing of schedules, subcontracting or leasing of routes shall be determined on the basis of seniority.
3. All job categories and positions (Bus Drivers and Mechanics) will be posted as they become available. Preference will first be given to anyone formally rified from the posted position and then to others by order of seniority.

G. Notification of Status -- All Employees

On or before May 31 of each year, the Board shall give to each employee continuously employed in the preceding year, either:

1. A written offer of a contract for the next succeeding year providing for such increases in salary and benefits as may be required by law or agreement between the Board and the Association or;
2. A written notice that such employment shall not be offered.

If the employee desires to accept such employment, he/she shall notify the Board of such acceptance, in writing , on or before June 15, in which event such employment shall continue as provided herein.

Should the Board fail to give the employee either an offer of contract for employment for the next succeeding school year or that such employment shall not be offered on or before May 31 of each year, the Board shall be deemed to have offered such employee continued employment for the next succeeding school year.

ARTICLE VI

SICK LEAVE AND PERSONAL DAYS

- A. During the first school year of employment, each employee shall be entitled to one (1) sick day per month with unused days accumulating to the next school year. Thereafter, each employee shall be entitled to sick leave as follows, with unused days accumulated to the next school year:
1. Ten (10) months -- Ten (10) days per school year
 2. Twelve (12) months -- Twelve (12) days per school year

If an employee is absent on sick leave on the last workday before or the first workday after a school holiday or recess, a physician's certificate shall be required.

B. Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave days no later than June 30 of each school year.

C. Unused Sick Leave Days

- For the length of the contract (2004-~~2008~~), employees, upon retirement, will be paid the following for unused accumulated sick leave:

		2004-05	2005-06	2006-07	2007-08
Mechanics	Per Day	\$48.00	\$48.00	\$50.00	\$50.00
Drivers	Per Day	\$41.00	\$41.00	\$43.00	\$43.00
Drivers	Per Day	\$23.00	\$23.00	\$25.00	\$25.00
	(New Hires)				

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- In the event of the death of an employee while under contract, having at least ten (10) years of continuous service in the district, the Board shall pay his/her estate a sum for accumulated unused sick days in accordance with the above rates.

D. Personal Days

- Any employee hired to begin driving after September 1, 1985, with only a Basic Contract, shall be entitled to one (1) personal day per year.
- Any employee who began driving before September 1, 1985 shall be entitled to two (2) personal days per year. Also, any employee hired after September 1, 1985, with more than a Basic Contract, shall be entitled to two (2) personal days per year after completion of five (5) months of employment. Beginning in year 2002-03 – all drivers with more than a basic contract shall be entitled to three(3) personal days per year after completion of five(5) months of employment.
- Unused personal days will be converted to sick leave days for the following school year and will be added to the accumulated total.
- Employees must, in writing, request personal days in advance of date requested. No more than two (2) employees may have requests granted for any given day. No personal days are permitted during the first five (5) days of school nor during the last five (5) days of school. Emergency cases will be handled on an individual basis at the discretion of the Coordinator.

ARTICLE VII

DEATH IN THE FAMILY AND OTHER PERSONAL LEAVE

All employees shall be entitled to non-accumulative temporary leaves of absence with full pay during each school in accordance with the following:

"Immediate family" is defined as being parents, parents-in-law, spouses, children, brothers, sisters, sons-in-law, daughters-in-law, **grandchildren, and members of the immediate household.**

A. Death in the Family

1. In the event of a death in the "immediate family," an allowance of up to five **workdays** (5) days leave within a seven (7) **calendar** day period following the date of death shall be granted. The fact that the employee would not have been scheduled to work during this period due to school not being in session does not entitle him/her to any additional time off.
2. In the event of the death of a grandparent, aunt, uncle, niece or nephew, the affected employee shall be entitled to a leave of absence with pay on the day of the funeral.

B. Serious Illness

In the event of a serious illness in the "immediate family," certified by a duly licensed physician, an allowance of up to three (3) days leave shall be granted in each school year.

C. Emergency Leave

In the event that a court appearance under subpoena is required or other emergency arises, the Board of Education agrees to consider an emergency leave request for up to three (3) days in a school year.

ARTICLE VIII

MEDICAL EXAMINATION AND MEDICAL INSURANCE

A. Medical Examination

The Board will pay for the physical required for a bus driver's license conducted by the school physician, or will pay a maximum of \$25.00 for an examination by a physician of the driver's choice.

B. Health Benefits

The PTBDA will have the same medical benefits, dental, prescription and vision care plans as negotiated with the Pemberton Township Education

Association.

1. All employees under contract shall receive full benefits (for employees employed prior to July 1, 1995, the Board will pay the premium effective with the signing of Memorandum of Agreement).
 2. All employees hired after July 1, 1995 shall receive single coverage only for one (1) year. After one (1) year full benefits will be paid.
- C. The Board will permit employees on sick leave or on maternity leave to continue to maintain medical coverage as per Paragraph B above by payment to the Board of the monthly premium after the employee has used all accumulated sick leave provided under Article VI.
1. Effective July 1, 1988, an employee who retires from the Pemberton Township School District pursuant to TPAF or PERS with twenty years of service in either TPAF/PERS or the district shall be provided with insurance coverage of the individual at no cost to the employee. Such benefit shall commence at age 55 and continue up to age 65. He/she may continue family coverage at his/her own expense.
 2. If the employee retires prior to age 55, he/she shall be eligible for this coverage upon attaining age 55 and upon fulfilling the stated requirements. In addition, said retiree may participate in the Board's medical insurance program at his/her expense prior to age 55.
- D. An employee who retires pursuant to the Public Employees Pension and Annuity Fund (PERS) may continue coverage under the Board's medical insurance at his expense.
- E. There shall be no duplication of coverage; viz., if a married employee is covered under a plan provided by the spouse's employer, the Board will not provide duplicate coverage.
- F. Employees shall receive \$1,000.00 for waiver of these medical plans provided in Paragraph B above. (See detail of waiver plan under Paragraph G below.)
- G. Insurance Coverage Waiver Plan
1. Each year, the Board shall provide appropriate forms to all employees covered by family or husband/wife coverage. Said form will contain a final return date.
 2. Employees who elect to waiver coverage pursuant to Article VIII, Paragraph E, shall be entitled to receive \$1,000.00 per year for the duration of the contract.
 3. Payments shall be made in two installments, one (1) the second pay period in December, and one (1) the second pay period in June.

4. Employees must waive such insurance for a full year to be eligible for said payment.
5. Employees who have no other comprehensive family or husband/wife insurance shall not be permitted to waive coverage.
6. Employees who have initially waived coverage and then need to re-enroll in the District's plan will be covered by the District at the next available enrollment period without lapse of coverage. It will be the employee's obligation to notify the District's Insurance Secretary of the pending loss in coverage due to a change in status relative to availability of comprehensive insurance coverage.
7. Should the employment status of such employee change, there shall be a pro rata payment based upon the time elapsed in the plan. Should separation of employment be due to death, his/her estate shall receive such pro rata payment.

ARTICLE IX

AGENCY FEE

- A. The Board agrees that employees who are not members of PTBDA are required to pay 85% of the annual dues through payroll deduction.
- B. The Pemberton Township Bus Drivers Association/NJEA shall indemnify and hold the Pemberton Township Board of Education harmless against any and all claims, demand, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the employer in conformance with this provision.

ARTICLE X

WORK YEAR MISCELLANEOUS DRIVER ASSIGNMENTS

- A. Station Wagons, Vans, Special Education Buses
 1. Openings that occur during the school year will be selected on the basis of seniority of the applicants who have indicated a preference for such position.
 2. Substitutes shall not be given preference over regular drivers.

B. Per Diem Pay

1. Drivers whose "initial" scheduled runs are changed or extended because of adding students whose schedules extend the driver's scheduled runs shall receive additional per diem pay for such days. Per diem rate to be computed on base salary plus the affected stipend.
2. Drivers whose schedule requires driving during the Pemberton Township School District's Easter/Christmas vacations or beyond the end of the District's school year to June 30 of that year, and who do not receive equal compensatory time off, shall receive additional per diem pay for such days worked. Per diem to be computed on base salary plus affected stipend.

ARTICLE XI

PAY SCHEDULE

A. Guide Placement -- Drivers

1. **There are two Salary Guides: (1) New Hire Guide and (2) H-7 Guide.** Each Driver moves one (1) step in each year of the contract with the exception of H-7.

B. Longevity

After ten (10) years of continuous service as a Pemberton Township Bus Driver, and Mechanic, the employee will receive an additional \$400.00 per year. After fifteen (15) years of continuous service, an additional \$100.00; after twenty (20) years of continuous service, an additional \$200.00. Mechanics will receive an additional \$500.00 after twenty (20) years.

C. Extra Contracts

Extra contracts will be posted as vacancies occur, and the senior driver will be selected subject to the qualifying conditions as set forth for each respective contract. A driver cannot hold more than three (3) separate contracts in addition to his/her basic contract. For the runs listed below, the amount is the value of the respective run for the applicable school year.

1. High School 2:20 p.m. Shuttle – **\$7.35/trip (2004-05); \$7.70/trip (2005-06); \$8.10/trip (2006-07); \$8.50/trip (2007-08)**

Five (5) days per week if needed. Staffed per rotating roster among those who sign up and are available to meet pick-up times.

2. Afternoon Activity Runs -- **\$1,970 (2004-05); \$2,068 (2005-06); \$2,172 (2006-07); \$2,280 (2007-08)**

Five (5) days per week. Can be held by any driver except those holding another late load contract.

3. Afternoon Activity Runs – Newcomb/Haines **\$2,068 (2004-05); \$2,172 (2005-06); \$2,280 (2006-07); \$2,394 (2007-08)**

Four (4) days per week. Can be held by any driver except those holding another late load contract.

4. Evening Activity Runs -- -- **\$2,912(2004-05); \$3,058 (2005-06); \$3,211 (2006-07); \$3,372 (2007-08)**

Four (4) contracts, five (5) days per week. Can be held by any driver except those holding another late load contract.

5. Special Education Midday Run -- \$2,847.00

Drop-off and pick-up points as required. One contract, five (5) days per week open only to driver assigned to a van. This run involves special education students requiring special seat restraints, etc.

6. Burlington County Institute of Technology Athletic Shuttle (Night) -- \$1,933.00

One contract, as needed days per week. Open to driver holding athletic late load contract.

7. Helen Fort School to High School Extra Shuttle Trips -- **\$7.35/trip (2004-05); \$7.70/trip (2005-06); \$8.10/trip (2006-07); \$8.50/trip (2007-08)**

Extra shuttle trips -- three contracts. Open only to drivers holding respective late loads and are not to be counted as extra contracts.

8. Fort Dix Pool, Golf Practice Course, Bowling Alley -- **\$\$7.35/trip (2004-05); \$7.70/trip (2005-06); \$8.10/trip (2006-07); \$8.50/trip (2007-08)**

Connections with other 4:00 p.m. and 5:00 p.m. late loads -- no contract except where connections are on a daily basis, 1/180th of Helen Fort School to High School Extra Shuttle Trip.

D. Regular Bus Routes

Third Run School **2004-05-\$2,443 (H Guide and New Hire Guide)**

E. Pre School Handicap Runs -- **\$2,989(2004-05); \$3,139 (2005-06); \$3,296 (2006-07); \$3,460 (2007-08)**

F. Late Loads, Extra Late Loads

Any contract driver who substitutes for another regular driver with an extra contract will be paid at per diem rate prorated at 1/180th of the annual salary.

G. Extra Trips

1. Trips -- Monday - Friday

- a. **0 - 3 hours** -- **\$40.00**
- b. **more than 3 hours** -- **\$15.00 per hour**
- c. Meal allowance every 5 hours -- \$10.00

2. Trips -- Weekends and Holidays

- a. **0 - 3 hours** -- **\$44.00**
- b. **more than 3 hours** -- **\$16.00 per hour**
- c. Meal allowance every 5 hours -- \$10.00

3. Cancellations

Drivers leaving the bus garage for trips which are cancelled at pick-up point shall receive the minimum salary of up to **three (3)** hours pay.

H. Special School Runs Out Of District
(To Be Named When Posted)

2004-05-\$2,213 (H Guide and New Hire Guide)

- 1. Atco -- Archway School
- 2. Katzenbach School
- 3. Burlington County Special Services School -- Westampton
- 4. Cerebral Palsy Clinic
- 5. Midway School
- 6. Lumberton Campus School
- 7. Neeta School
- 8. Hampton Academy
- 9. Topps
- 10. Other (Schools)

I. Garfield Park Run (GPA) -- **\$23.34 (2004-05); \$24.50 (2005-06); \$25.73 (2006-07); \$27.00 (2007-08)**

ARTICLE XII

NONDISCRIMINATION

- A. The Board and the PTBDA 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 hiring, training, assignment, transfer, promotion, or discipline of employees, or in the application, or color, religion, national origin, gender, domicile, or marital status. This is in accordance with provisions of N.J.S.A. 10:5-1 as it now exists. It may hereinafter be amended.

ARTICLE XIII

EMPLOYEE RECORDS

- A. Review of Personnel File

An employee shall have the right, upon written request to the Superintendent or her designee, to review the contents of his/her personnel file.

- B. Contents of Personnel File

No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had the opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or her designee, and the answer shall be attached to the file copy.

ARTICLE XIV

COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER CONTRACT

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains

any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

ARTICLE XV

PROTECTION OF EMPLOYEES

A. Reasonable Force

An employee may use reasonable force as is necessary to protect himself/ herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.

B. Report of Assault

1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their immediate supervisor.
2. Such notification shall be immediately forwarded to the Superintendent's office which shall comply with any reasonable request from the employee for information in the possession of the Superintendent's office relating to the incident or the persons involved.

C. Criminal Proceedings

If criminal proceedings are brought against an employee alleging that he/she committed an assault in connection with his/her employment, such employee may request the Board to furnish legal counsel to defend him/her in such proceedings. If the Board does not provide such counsel and the employee prevails in the proceedings, then the Board shall reimburse the employee for counsel fees incurred by him in his own defense.

ARTICLE XVI

ASSOCIATION RIGHTS AND PRIVILEGES

A. Representatives of the Association

Representatives of the Association, the New Jersey Education Association, and the national Association shall be permitted to transact official association business on school property at all reasonable times provided that it shall not interfere with or interrupt normal school operations. This shall not be construed to permit employees to leave their assigned duties

except with the express permission of the Superintendent or her representative.

B. Access to School Buildings for Meetings

The Association and its representatives may have access to school buildings at reasonable hours for meetings. Such meetings shall be arranged by a formal application from the President of the Association to the Board.

C. Distribution of Official Information

The Association may distribute official information concerning association business through use of staff mailboxes and bulletin board. The Board assumes no responsibility for delivery.

D. Use of School Facilities/Costs for Materials, Supplies, etc.

The Association shall have the right to use school building facilities not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies, duplication or typing of materials, if same is provided.

E. Rights and Privileges

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 employees and to no other organization representing any portion of the unit or potential member of the unit.

F. Deduction of Dues

The Board agrees to deduct from the salaries of its employees dues for the Pemberton Township Bus Drivers Association, the Burlington County Education Association, the New Jersey Education Association, and the National Compliance with Chapter 233, New Jersey Public Laws of 1969, Department of Education. Said monies together with current treasurer of the PTBDA by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

ARTICLE XVII

MISCELLANEOUS

A. Clothing Allowance

Mechanics are required to wear approved uniforms while at work. The Board shall annually supply uniforms, including jackets, and uniform service to the employees.

B. Shoe Allowance

The Board shall reimburse each mechanic an allowance up to the amount of \$125.00 per year for work shoes with guidelines as established for 2001-2004.

C. Mechanics

1. Any mechanic who has successfully completed a certified diesel training course approved by the Board, shall receive in the year of certification and thereafter a stipend in the amount of \$300.00 for the duration of the contract.
2. Vacation, other than summer months, shall be taken subject to reasonable needs of the employer.

D. Drivers

1. E.M.T. to be paid an additional \$150.00 stipend per year
2. Fingerprinting -- Upon submission of a voucher, drivers and mechanics who pass fingerprinting requirements shall be reimbursed **up to \$83** by the Board.
3. The new hire guide and the H guide shall never merge.

E. Overtime for mechanics

1. "Overtime is defined as any time spent at regular duties or assigned duties, consistent with this agreement.
2. For any hours over forty (40) hours per week are to be considered overtime and the employee shall be paid one and one-half his regular hourly rate therefore.
3. Overtime requires the prior approval of the Transportation supervisor/or designee, and in her/his absence the B.A.
4. Overtime shall be distributed equitably in a rotating basis by seniority. If the senior employee refuses the assignment, the coordinator/designee may require the junior most qualified mechanic available to perform the overtime duty."

F. Driver Training

Drivers who attend training workshops and the like, approved by the Transportation Supervisor, shall be paid for the time involved at \$15/hour. Cost of training shall be paid by the Board.

G. Motor Vehicle Violations

Drivers are subject to progressive discipline policy as per attached agreement dated 5/12/2005 (Pemberton Township Bus Driver Association)

ARTICLE XVIII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2004, and shall continue in effect until June 30, 2008, subject to the Association's right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, all on the day and year first above written.

PEMBERTON TOWNSHIP BUS DRIVERS ASSOCIATION

PRESIDENT: _____

SECRETARY: _____

PEMBERTON TOWNSHIP BOARD OF EDUCATION

PRESIDENT: _____

SECRETARY: _____