

AGREEMENT

Between the

FREEHOLD REGIONAL BUS DRIVERS' ASSOCIATION

and the

BOARD OF EDUCATION

OF

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION

the County of Monmouth

New Jersey

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JULY 1, 2015 - JUNE 30, 2020

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TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
PREAMBLE.....	iii
ARTICLE I - PRINCIPLES.....	1
ARTICLE II - RECOGNITION.....	1
ARTICLE III - MODIFICATION OF AGREEMENT AND NEGOTIATION OF SUCCESSOR AGREEMENT.....	1
ARTICLE IV - GRIEVANCE PROCEDURE.....	2
ARTICLE V - EMPLOYEE RIGHTS.....	4
ARTICLE VI - ASSOCIATION RIGHTS AND PRIVILEGES.....	5
ARTICLE VII - MANAGEMENT RIGHTS.....	6
ARTICLE IX - SALARY.....	12
ARTICLE X - FAIR DISMISSAL PROCEDURE.....	15
ARTICLE XI - EMPLOYEE FACILITIES.....	15
ARTICLE XII - SICK LEAVE.....	15
ARTICLE XIII - OTHER LEAVES.....	17
ARTICLE XIV - WORK YEAR.....	19
ARTICLE XV - SENIORITY AND JOB SECURITY.....	20
ARTICLE XVI - CONDUCT OF DRIVERS.....	21
ARTICLE XVII - CONTINUITY OF OPERATION.....	21
ARTICLE XVIII - REPRESENTATION FEE.....	22
ARTICLE XIX - HEALTH INSURANCE AND OTHER BENEFITS.....	23
ARTICLE XX - MISCELLANEOUS.....	24
ARTICLE XXI - SEPARABILITY, SAVINGS, FULLY BARGAINED PROVISIONS	26
SCHEDULE A . . . . .	27

PREAMBLE

THIS AGREEMENT IS MADE AND ENTERED INTO on this 1<sup>st</sup> day of July, 2015, by and between the FREEHOLD REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION, (hereinafter referred to as the "Board") and the FREEHOLD REGIONAL HIGH SCHOOL BUS DRIVERS' ASSOCIATION (hereinafter referred as the "Association"). (The term "employee(s)" when used shall mean bus driver.)

The term of this Agreement is from July 1, 2015 to June 30, 2020.

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President  
Freehold Regional High School  
Bus Drivers' Association

\_\_\_\_\_  
President  
Freehold Regional High School  
District Board of Education

**ARTICLE I - PRINCIPLES**

- Section 1. A free and open exchange of views between the Board and the Association.
- Section 2. The Association recognizes the importance of a grievance procedure for the prompt resolutions of disputes which may occur.
- Section 3. The provisions of this Agreement are binding to the Board and the Association.
- Section 4. This Agreement will supersede all previous Agreements.

**ARTICLE II - RECOGNITION**

- Section 1. The Board agrees to and hereby does recognize the Association as the sole and exclusive negotiation agent for the purpose of collective negotiations in any and all matters relating to negotiable terms and conditions of employment on behalf of all regular full-time school bus driver employees, except for probationary employees pursuant to Article XV.

**ARTICLE III - MODIFICATION OF AGREEMENT AND NEGOTIATION OF SUCCESSOR AGREEMENT**

- Section 1. Before the Board adopts a change in policy which affects negotiable terms and conditions of employment as specified in this Agreement, the Board will notify the Association, in writing, that it is considering such a change. If the proposed policy affects terms and conditions of employment, the parties shall enter into negotiations as required by law. Any agreement resulting from negotiations shall be reduced to writing, signed by the Board and the Association, and become an addendum to this agreement.
- Section 2. No sooner than January 1 but no later than February 1 of the year the contract will expire, or as soon thereafter as practicable, the Board and Association shall enter into successor negotiations in accordance with the procedure set forth herein. By the same date, the Association agrees to present its proposals for the successor agreement. Initial contract proposals from each side shall be submitted in writing. Any negotiated agreement

shall apply to all members of the negotiating unit and shall be reduced to writing and signed by the parties.

#### **ARTICLE IV - GRIEVANCE PROCEDURE**

##### Section 1. Definition

Grievance shall mean a complaint by an employee or employees arising as to the intent and application of this Agreement.

"Grievant" is hereby specifically defined to mean either an employee covered by this negotiation agreement or the Association.

"Work Day(s)" for purpose of this grievance procedure shall mean a typical business day, Monday through Friday, when the District is open for business. Approved holidays and inclement weather days when the school does not open for business shall not be considered "Work Days."

##### Section 2. Procedures

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

(b) It is understood that employees shall, during the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance has been fully determined.

2. **Step 1.** Any employee or group of employees, along with his/her/their representative, who has a grievance, shall discuss it first with his/her/their immediate supervisor in an attempt to resolve the matter informally at that level. A grievance to be considered by this procedure must be initiated by the employee(s) or the Association within twenty (20) work days from when the employee or the Association knew or should have known of its occurrence.

3. **Step 2.** If the grievance is not settled satisfactorily in five (5) work days time at Step 1, it shall be reduced to writing and submitted to the Director specifying:

The nature of the grievance

The nature and extent of the injury, loss, or inconvenience;

The result of previous discussions; and

The dissatisfaction with the decision previously rendered.

The Director shall communicate his/her decision, in writing, within five work (5) days of receipt of the written grievance.

4. **Step 3.** If the grievance is not resolved to the grievant's or the Association's satisfaction or a decision is not rendered within the specified timeframe at Step 2, the grievant or the Association may appeal the decision to the Superintendent of Schools or his or her designee within five (5) work days. The Superintendent or his representative and the Association President shall attempt to resolve the matter within a period not to exceed ten (10) school days. The Superintendent or his representative shall communicate his decision in writing to the employee and the Association.

5. **Step 4.** If the grievance is not resolved to the grievant's or the Association's satisfaction or a decision is not rendered within the specified timeframe at Step 3, the grievant or the Association, may request a review by the Board of Education within five (5) work days. The grievance shall be considered jointly by the Association Executive Committee and the Board, or such sub committees as either shall designate.

The Board may, at its option, hold a hearing with the employee or employees and the Association. The Board shall answer such grievance in writing within five (5) work days after the Board's next regular scheduled meeting.

6. The Association and the Board may settle any grievance reduced to writing at any step so long as such settlement does not discriminate against the employees involved in any manner prohibited by law (or deprive them of any rights available to other members of the unit).

**ARTICLE V - EMPLOYEE RIGHTS**

Section 1. The Board shall indemnify employees for conduct arising in and out of the course of their employment as required by law.

Section 2. Nothing, contained herein, shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey school laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

Section 3. No employee shall be reduced in rank or compensation without just cause.

Section 4. With the exception of emergent situations, as determined by administration, whenever any employee is required to appear before the Superintendent or his designee, Board or any committee member, representative or agent thereof concerning any matter which could adversely affect the continuation of employment or the salary or any increments pertaining thereto, then he/she shall be given 24 hours (1 business day) prior written notice of the reasons for such meeting or interview, if practicable, and shall be entitled to have a representative of the Association present to advise him/her during such meeting or interview.

Section 5a. **SAVE HARMLESS ACT 18A:16-6**

"Whenever any civil action has been or shall be brought against any person holding any office position, or employment under the jurisdiction of any Board of Education, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment, the board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting there from, and said Board may arrange for and maintain appropriate

insurance to cover all such damages, losses, and expenses."

Section 5b. Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

Section 5c. Employees who are charged with violating any laws or regulations in connection with their duties that are determined to be the employee's responsibility, i.e., speeding or other motor vehicle violations, or failure to properly inspect vehicle prior to use, shall be responsible for both the costs of their own defense and any fines to which they may be subjected. Such acts may result in disciplinary action up to and including suspension or termination.

#### **ARTICLE VI - ASSOCIATION RIGHTS AND PRIVILEGES**

Section 1. The Board agrees to furnish to the Association in response to reasonable requests from time to time annual financial reports and audits, agendas and minutes of all public Board meetings at the same time they are made available to the public, and names and addresses of all bus drivers.

Section 2. Whenever any representative of the Association or any bus driver participates during working hours in negotiation, grievance proceedings, conference, or meetings, he/she shall suffer no loss in pay.

Section 3. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings subject to the approval of the Superintendent or his/her designee. The principal of the building in question shall be notified in advance of the time and place of all such meetings.

Section 4. Adequate bulletin board space shall be reserved in each work location in a place to be designated by the supervisor at such work location, readily accessible to all members of the negotiation units, for the posting of Association business. All such notices and material shall bear the signature of a responsible Association official or shall clearly



indicate that its issuer or publisher is the Association. The bulletin board space shall be identified with the name of the Association. The authorized representative of the Association shall be the sole person empowered to post these materials on that board.

Section 5. 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 except when such other organization has been certified as the exclusive collective negotiations representative by the Public Employment Relations Commission (PERC) or by a court of competent jurisdiction.

#### **ARTICLE VII - MANAGEMENT RIGHTS**

Section 1. The Board of Education reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education to hire, assign, promote and direct employees covered by this Agreement, or to take disciplinary action against its employees for just cause, to direct school operations, and to take whatever other actions may be necessary to accomplish the mission of the school district except as may be specifically provided by the language of this Agreement. Unless otherwise prohibited by State or Federal law or Regulation, or the terms of this agreement, any powers and authority not specifically referenced herein shall solely reside with the Board.

#### **ARTICLE VIII - ASSIGNMENTS**

Section 1. Definitions:

A "**Regular Contract Run**" shall be paid at contracted salary rate and shall be any of the following:

- From home bus stops to any district high school;
- From home bus stops to Freehold High School and Freehold Vocational High School;
- From all district high schools to home bus stops;
- From home bus stops to one or more Monmouth County Vocational School District facilities;

- From one or more Monmouth County Vocational School District facilities to home bus stops and/or students' home high school as needed;
- From home bus stops as needed and one or more district high schools to one or more Monmouth County Vocational School District facilities; and
- From one or more Monmouth County Vocational School District facilities to one or more district high schools and home bus stops as needed.

A "**Shuttle**" is a run that is performed by the driver between his/her two (2) AM runs or two (2) PM runs. A shuttle is also a drop off or pick up at an extracurricular activity where the total average drive time is less than 30 minutes. A "Shuttle" is paid at the rate of  $\frac{1}{2}$  extra run rate.

An "**Extra Run**" shall be paid at extra run rate, and shall be in addition to the driver's four run contract package and shall be any of the following:

- Any run as defined under the above regular contract run definitions;
- A pick up from home bus stops to one school-at a time other than the normal start to the school day;
- A pick from one school to home bus stops-at a time other than the normal dismissal of the school day;
- A pick up from one home school to one or more various locations for an educational program; and
- A pick up from one or more various locations for an educational program to one home school.

An "**Activity Run**" is an after school bus run designed to transport students, who stay after regular school hours, from school to designated drop off points, or a van run designated to transport students who are eligible for special education services who stay after regular school hours to home bus stops. Both bus and van activity runs are to be paid at the activity run rate.

A "**Trip**" is designated as an intermittent driving assignment transporting students and/or faculty to and from particular events (i.e. sporting events) or assignments (i.e. field trips) and is paid at hourly trip rate.

Section 2.

- A. All Driver Contract packages shall be a maximum of four (4) runs. Should additional runs ever need to be added, advance notification will be given and said additional runs shall be compensated at the rate set forth in Article IX Section 5 (Extra Compensation). If additional runs would cause a driver to work more than forty (40) hours in a workweek, the driver would require managerial approval.
- B. Awards of bus and van runs shall be made by strict seniority of drivers, starting with the most senior driver and working down the list, except for special need student runs which shall require approval of the transportation administrator prior to award of the run. Extra van/bus shuttles, runs, and Special Education Activities, to the extent known will be awarded temporarily by seniority no later than the first day of the FRHSD school calendar and awarded on a permanent basis by October 1.
- C. The head bus driver position shall be posted annually.

Anyone who is interested may submit a resume stating qualifications. The head driver shall be given priority, regardless of seniority, for all runs. The run selected shall be compatible with the responsibility of the head bus driver to be one of the first district vehicles to reach his/her second school. The assignment to the run shall be at the sole discretion of the Board.

If the Head Bus Driver resigns or is removed from his/her position, the Head Bus Driver's current bus run will also be vacated. The driver will be assigned to the last vacated run that becomes available. The driver that is awarded the vacated Head Driver position will also be awarded the vacated Bus Run. If Head Driver is absent from work, the daily Head Driver stipend amount shall be deducted from the annual salary. The substitute Head Driver will receive the daily amount deducted from the Head Driver in his/her absence.

- D. Within five (5) days all vacated and newly created run shall be posted for five (5) school

days prior to the closing date for submitting applications.

When a vacated or newly created run is posted, all drivers may sign up for the run if he/she wants to switch runs. The run will be offered to the most senior qualified driver who signs up.

The newly vacant run shall be offered to the next senior qualified driver who placed his/her name on the eligibility list for the initially created/vacated position. A substitute driver may be assigned to the last available position if no full time drivers on the initial eligibility list are interested in filling the same.

If any driver does not make their first switch properly as directed by administration, administration reserves the right to prohibit said driver from switching again for the balance of that school year.

- E. Each September 1, a weekly sign-up sheet shall be posted for daily extra runs. Full time drivers shall select extra runs as they come available in seniority order. Extra runs will be assigned in rotating seniority order from September 1, through June 30. When a senior driver selects an extra daily run or declines to accept an extra daily run when it is his/her turn to select, he/she shall rotate to the bottom of the extra run list. This procedure shall continue through June 30. On the subsequent September 1, the list shall be reposted starting again with the most senior driver.

An extra run assignment will be construed as 1 run as long as it is the same run (i.e. school, students, time etc.) for less than 6 days and is assigned as a multiple day assignment. Example: if advance knowledge exists that a driver will be out for 5 days, his/her extra run will be awarded to the same driver for all 5 days.

Second runs shall be assigned only if all interested drivers have received an extra run.

Section 3.

- A. All van special education activities and bus activities, will be picked in September on the first day of Freehold Regional High School District's calendar, immediately following the

runs for the day. All interested drivers shall be there, or send a written note as to what they want. Picking will be done by strict seniority. There will be a sign-up sheet for anyone not getting an activity, in case one becomes available during the school year. If you refuse an activity at this time, your name will be added to the end of the original list according to seniority. The Association will oversee the activity picking, subject to the approval of the Transportation Director or his designee. Activity runs established after the initial selection is made will be offered to drivers in order of their seniority from the original sign-up sheet. Special Education activities will be re-picked on October 1 or the first day in October, whichever comes first.

- B. Activities shall not be split or shared when full time drivers are available.
- C. If a contract driver is out for an extended illness or leave for more than five (5) consecutive days, after the fifth day of absence, the next available contracted driver from the September Extra Run Seniority list shall be eligible to fill the temporary activity assignment.

Drivers shall be selected based on seniority and position on the weekly extra run list. Drivers will not be selected to fill temporary assignments until each driver on the weekly extra run sign up list have received one (1) extra run.

After the fifth (5th) consecutive day of absence, full time drivers shall be given preference to fill these temporary assignments. Substitute drivers may be used if no contracted drivers are available.

- D. When any activity driver relinquishes his/her activity for the school year, drivers from that same school may switch activities among themselves on a seniority basis. Remaining activity runs will be posted for the next available contract driver. Drivers with single activities will be eligible to pick up a second activity in order of seniority. If the two runs are not compatible, and the senior driver wants the new run, the vacated single run will be offered to

the remaining drivers without activity runs in order of their seniority.

E. In the event that any activity driver relinquishes his/her activity within thirty (30) school days from his/her selection of that activity, the driver shall be prohibited from selecting any activities for the balance of that school year except for documented medical reasons.

F. In the event an activity is deleted from any school in the district, the driver with the least seniority from that school will:

1. Take an open activity at any school
2. Take over the last activity picked in the district within their vehicle classification (van/bus)

Section 3. A. Substitute drivers shall not be used on field trips unless no contracted drivers are available and willing to work.

B. Substitutes may not be used on work between the hours of 8:30 AM and 1:30 PM or after 4:00 PM (2:00 PM on ½ day schedules) when regular contract drivers are available and willing to work. All extra work will be posted to give all contract drivers an equal opportunity to apply for such work. This work includes, but is not limited to, extra runs/shuttles, activities, trips, driver training, bus washing, dispatch, extra yard work, picking up registrations, taking buses out for repair work, snow removal, etc. This excludes snow plowing.

Assignment of all extra work shall be at the Board's discretion.

Section 4. The reassignment, addition to, deletion from an assigned run shall be a managerial prerogative.

Section 5. Summer work shall be covered under the regular seniority list. Effective beginning the 2015-016 school year, employees will sign up for summer work no later than March 1<sup>st</sup>. Employees who signed up for summer work will be excused from summer work due to a serious health condition or emergency. If an employee is excused for such reason, the work will be offered in order of seniority.

- Section 6.
- A. Any driver doubling a complete run or activity will receive full run or activity pay. Two drivers doubling a run or activity will split run or activity pay in half. If more than two drivers are involved there will be no extra pay.
  - B. The parties agree that in the event a driver has refused an extra permanent run or permanent shuttle, the driver shall complete a form stating their refusal. Following the refusal that driver shall not be offered another permanent run/shuttle until the seniority list has been exhausted.
  - C. Any driver previously accepting a periodic extra run (i.e., once per week or three (3) times monthly), may be permitted to exchange that run for an available daily extra run. The dropped periodic extra run shall then be offered, in accordance with the seniority list, to the next available driver without an extra run. In the event no driver is eligible or accepts the dropped periodic extra run, then the dropped run shall be offered, in accordance with the seniority list to those drivers already with an extra run.
  - D. Any driver performing the required pre-trip inspection fifteen (15) minutes prior to yard time, en route to, or at a school when a scheduled trip is cancelled shall receive two (2) hours paid compensation. Compensation for arrival and performance of the required fifteen (15) minutes pre-trip shall require confirmation of arrival from the dispatcher.

#### **ARTICLE IX - SALARY**

Section 1. All bus drivers will be paid for their contracted hours in 20 equal paychecks from September 1<sup>st</sup> through June 30<sup>th</sup> of each contract year.

Section 2. The employee work year shall be 184 days. A Driver who works more than 184 school days shall be compensated at a pro-rated portion of his/her daily rate, depending on the number of runs driven. This provision does not apply to summer school assignments.

- Section 3. A full-time driver will be assigned four runs per day. .
- Section 4. Annual increments will be awarded as per salary guide until top pay is achieved.
- Section 5. Extra compensation:

**Field Trips:**

2015-2016-\$19.00  
2016-2017-\$19.50  
2017-2018-\$19.75  
2018-2019-\$20.50  
2019-2020-\$22.00

**Activity:**

2015-2016-\$22.00  
2016-2017-\$22.00  
2017-2018-\$22.00  
2018-2019-\$22.00  
2019-2020-\$22.00

**Dispatch/Extra Yard Work:**

2015-2016-\$17.00  
2016-2017-\$17.25  
2017-2018-\$17.50  
2018-2019-\$17.75  
2019-2020-\$18.00

**Extra Run / Shuttle:**

2015-2016-\$19.00  
2016-2017-\$19.50  
2017-2018-\$19.75  
2018-2019-\$20.50  
2019-2020-\$22.00

Meal ticket is \$6.50 after 8 hours, additional \$5.00 after 12 hours, additional \$5.00 after 16 hours, to be paid.

- Section 6. Each driver must utilize the District's designated physician for the renewal bus driver's license physical. The total cost of the physical examination by the district's designated physician shall be incurred by the District.
- Section 7. The salary schedule for members of the negotiation unit shall be set forth below:



SALARY GUIDE

step	2015-2016	2016-2017	2017-2018	2017-2018	2018-2019
1	21,250	21,950	21,950	22,339	22,400
2	21,800	22,525	22,700	23,290	22,900
3	22,300	23,050	23,325	24,241	23,915
4	23,000	23,750	23,850	25,192	24,930
5	23,800	24,625	24,600	26,143	25,945
6	24,800	25,625	25,500	26,999	26,960
7	26,100	26,925	26,525	28,025	27,975
8	27,100	27,925	27,850	28,996	28,990
9	28,200	29,025	28,800	29,947	30,005
10	29,251	30,136	30,050	30,898	31,020
11	30,150	31,050	31,300	31,849	32,035
12	31,050	32,295	32,550	32,800	33,050
13	32,025				

Section 8. 1. Additional amounts will be awarded as follows:

After 10 years	1,388
After 15 years	1,638
After 20 years	1,888
After 25 years	2,138

\*\*Employees contracted by June 30, 2012 will continue to earn additional amounts pursuant to the table above. Employees receiving a contract on or after July 1, 2012 will be entitled ONLY to the 10 year additional amount.

2. The Head Bus Driver will provide service for two (2) schools and receive a stipend as follows:

2015-2016	-\$3,000.00
2016-2017	-\$3,050.00
2017-2018	-\$3,100.00
2018-2019	-\$3,150.00
2019-2020	-\$3,200.00

3. The Head Activity Bus Driver will receive a stipend as follows:

2015-2016-\$500.00

2016-2017-\$500.00

2017-2018-\$500.00

2018-2019-\$500.00

2019-2020-\$500.00

Section 9. A. In the event of staggered, doubled or any other change in the current hours of school instruction, the parties agree to re-negotiate any additional runs or other economic impact resulting from such change.

B. For any six run package which included an activity, drivers shall be able to select the activity separate from any specific contract run.

Section 10. Employees will be paid for the work they perform, i.e., drivers who perform aide duties will be compensated at the aides' hourly rate.

#### **ARTICLE X - FAIR DISMISSAL PROCEDURE**

Section 1. Any employee who receives a notice of non-employment shall be informed of the reasons why said employment was terminated.

Section 2. All employees will be notified of contract and salary status not later than May 15<sup>th</sup>.

#### **ARTICLE XI - EMPLOYEE FACILITIES**

Section 1. The Board agrees to request traffic control at all school sites daily at the opening and closing of school and to maintain the bus yard in reasonable order.

Section 2. The exterior of all school vehicles shall be washed semi-annually if possible.

#### **ARTICLE XII - SICK LEAVE**

Section 1. Sick leave is hereby defined to mean the absence from duty of an employee because of personal disability due to illness or injury, or because he/she has been excluded from driving by the school district's medical authorities because of a

contagious disease or because of a quarantine for such a disease in his/her immediate household.

Section 2. Employees employed by the Board as of September 1<sup>st</sup> of the school year shall be entitled to ten (10) days of sick leave per year. Employees employed by the Board on or after the 15<sup>th</sup> of the month shall not be entitled to a sick leave day for that month but shall have their sick leave days calculated from the first of the following month on a pro rata basis. All unused sick leave shall be accumulative for additional sick leave as needed in subsequent years. A Doctor's note may be required at the discretion of administration. Employees who are on a leave of absence for a school year, except for workers compensation, shall not accrue leave. Sick leave will not be reinstated after a break in service from the district.

Section 3. All days referred to are working days.

Section 4. Employees retiring from the school district after a minimum of fifteen years of service in the District consistent with State pension guidelines (PERS) who have accumulated at least 75 days of sick leave, shall be paid for their unused accumulated sick leave at the rate of forty-five (\$45.00) dollars per day to a maximum cost of four thousand five hundred dollars (\$4,500) per employee provided that the driver retires at the completion of the full school year. Drivers retiring before the completion of the school year receive twenty-seven dollars and fifty cents (\$27.50) dollars per day to a maximum cost of two thousand seven hundred fifty dollars (\$2,750).

Section 5. An employee who has received a temporary leave of absence for sickness or other personal problems for a set length of time must notify the Board in writing five (5) days before the set time has expired of their intention to return or their intention to request an extension of said leave.

Section 6. The Board reserves the right to require a Bus Driver to be examined at the Board's expense by a District physician and/or other professional consultants in order to determine fitness for duty.

Section 7. An intended absence shall be reported as soon as such intention is known to the employee. Any absence not reported by 5:00 AM, except in exigent

circumstances, of the scheduled work day, in accordance with the district absenteeism reporting procedures, shall be deemed an unexcused absence.

**ARTICLE XIII - OTHER LEAVES**

Section 1. Negotiating unit employees who are employed by the Board as of September 1<sup>st</sup> shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year. Those employees who are not employed by the Board as of September 1<sup>st</sup> shall be entitled to a pro-rata share of the following temporary, non-accumulative leaves of absence with full pay for that school year.

Section 2. A. Up to three (3) days for personal leave shall be granted for any reason. Application to the employee's immediate supervisor for personal leave shall be made at least five (5) working days before such leave (except in emergencies).

Personal business days before and after vacation periods and holidays shall be applied for in advance and shall be granted to a minimum of two (2) unit members on a first come, first served basis when a request is made with ninety (90) days advanced notice. Request for personal business days before and after vacation periods and holidays for any more than two (2) unit members shall be granted at the discretion of the Director of Transportation and shall not be subject to the grievance procedure.

B. Any emergency personal leave that is taken must have papers filled out and turned in no later than two (2) days after date of return to work. Papers filed after a payroll deduction has been made will not be considered.

C. No more than three (3) employees shall be granted personal leave of absence on the same day except for a verifiable emergency. Those submitted first will be first approved.

D. Any personal days or portions of personal days not used as of June 30<sup>th</sup> shall be converted to sick days.

Section 3. Appropriate paid leave time shall be granted to any bus driver ordered to appear in any legal

proceeding before a court of competent jurisdiction or pursuant to a subpoena or court order connected with the employee's employment with the district, except leave requested to appear on behalf of an employee who instituted litigation against the district unless compelled by law. Said employees shall receive his/her full regular pay during their absence.

Section 4. Time necessary for jury duty is available if called to serve. Upon receipt of jury duty compensation by the Board, employee shall receive his/her full pay allowance during his/her absence. Consistent with past practices full pay includes activities.

Section 5. Death or illness in family - in case of absence because of the critical illness and/or death of a member of the immediate family or household, excluding roommates, each negotiating unit employee shall be allowed not more than five (5) days absence with full pay per occurrence. Immediate family is defined as a spouse, domestic partner, civil union partner, child, parent (natural or adoptive), brother, sister, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, or grandparent. Critical illness is defined as one requiring hospitalization and placement by hospital or medical authorities on the dangerously ill list.

Section 6. Other leaves of absence without pay may be granted by the Board at their discretion.

Section 7. Leave taken pursuant to this Article shall be in addition to any sick leave to which the employee is entitled.

Section 8. A negotiation unit employee shall notify in writing the Director of Transportation and the Board of her pregnancy as soon as it is medically confirmed, but not later than sixty days before the anticipated delivery date as certified by her physician. Said employee may request maternity leave, without pay, which shall terminate upon the end of the period of disability or on a later mutually agreeable date, but not more than twelve (12) months after the birth of the child. In the event of stillbirth or death of the child, the employee, if she so elects, may return to her position when physically able to perform her duties as determined by the employee and her physician, and subject to verification by the Board's physician. Upon the recommendation of

the Director of Transportation and the approval of the Board, exceptions to the aforementioned procedures can be provided. Family leave shall be deemed to run concurrently with maternity leave.

Section 9. No employee on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in Freehold Regional High School District.

Section 10. All other benefits to which a negotiating unit employee was entitled at the time his/her leave of absence commenced, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position or a substantially equivalent position.

Section 11. All requests for extension or renewals of leaves shall be applied for and if granted, in writing.

Section 12. The drivers acknowledge that their work year and vacation schedule coincides with the District school year as established annually by the Board and that they are not entitled to leaves except those established by Articles XII and XIII of this Agreement. They are not entitled to vacation time. Drivers who request unpaid leaves of absence during a time when school is in session shall do so in writing no fewer than four (4) weeks before the start of the leave. All leave requests shall be reviewed by the Board of Education for approval.

The four (4) weeks' notice provision only applies if the employee had at least four (4) weeks' notice of the need for the leave. If due to verifiable, unforeseen circumstances, the employee cannot give four (4) weeks' notice, as much notice as possible must be provided.

Section 13. Absences for afternoon activity runs will be treated like any other sick or personal leave absences. Leave absences will be deducted to reflect the absence.

#### **ARTICLE XIV - WORK YEAR**

Section 1. Bus drivers' contract work year shall coincide with the District school year, July 1 - June 30.

## ARTICLE XV - SENIORITY AND JOB SECURITY

- Section 1. School district seniority is defined as service, continuous and uninterrupted and calculated based upon the employees contractual start date, by appointed employees in the school district in the collective negotiation unit covered by this Agreement. An appointed employee shall lose all accumulated seniority only if he/she:
- A. Resigns or is discharged for cause irrespective of whether he/she is subsequently rehired by the school district.
  - B. Is laid off for lack of work for more than 12 calendar months in succession.
  - C. Fails to reply within eight (8) school days after notified by registered letter delivered to last known address by Board on recall of layoff.
- Section 2. The function of seniority is the selection of contract runs, activity runs and shuttles. Seniority is based on the contractual date of hire. In the event of common contractual date of hire the following shall be used to designate order of seniority: date of hire, date of application, time of application, date CDL was earned and drawing of numbers.
- Section 3. A minimum six (6) month period of probation during the school year shall be required of all newly appointed drivers. During the aforesaid probationary period, the Board may discharge such probationary employee for any reason whatsoever. An employee discharged during such probationary period shall not have recourse through the grievance procedure set forth in this Agreement. The Board shall have no responsibility for re-employment of newly engaged probationary employees if they are dismissed during the probationary period.
- Section 4. Credit for one year seniority on the pay scale shall be given if driver receives contract before February 1<sup>st</sup>.
- Section 5. A. Extras: Extras will be given out according to seniority (down the seniority list) and availability (meaning right time and place) before anyone gets a second permanent extra.

If more than one extra is available the senior driver will have choice.

B. When more than one (1) driver is in the vicinity of a permanent shuttle, the shuttle will be offered to the senior driver according to the seniority list.

Section 6. Trip rules will be presented to management by the association semi-annually for approval. Management may make changes to the Association trip rules at any time it is deemed necessary for the smooth operation of the district.

#### **ARTICLE XVI - CONDUCT OF DRIVERS**

Section 1. Disrespect towards supervisory personnel shall not be tolerated and will be subject to discipline, up to and including termination.

Section 2. Any driver who is found to be performing unsafe acts while driving shall be subject to discipline as determined by the Board of Education, up to and including termination.

Section 3. All employees shall attend safety meetings as they are scheduled by the Director of Transportation. Compensation for attendance at 15 hours of drivers' safety training (exclusive of Defensive Driving Course) is included in yearly contract salary. Failure to comply will result in employee not being recommended for rehire. Compensation will be given for over 15 hours of safety training per year.

Once per term of this contract all drivers will be required to take a Commercial Defensive Driving Class scheduled by the Administration. The cost of said class will be incurred by the Administration.

Whenever possible, two weeks' notice of mandatory safety training (exclusive of Defensive Driving Class) shall be provided.

#### **ARTICLE XVII - CONTINUITY OF OPERATION**

Section 1. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and the avoidance of disputes which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance



procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruption during the period of this Agreement. The Freehold Regional Bus Drivers' Association accordingly agrees, during the period of this Agreement, that it will not, nor will any person acting in its behalf cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee of the Freehold Regional High School Board of Education from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties or employment) for any purpose whatsoever.

- A. The Association shall immediately disavow in writing any strike by its members and shall notify the members to return to work.
- B. The Board reserves all rights and remedies under law to halt any and all job actions that violated this Article.
- C. The Freehold Regional Bus Drivers' Association acknowledges that a job action violates this Article and will subject its members who participate in such action to discipline, up to and including discharge. The Association does not waive its rights to challenge discipline.

#### **ARTICLE XVIII - REPRESENTATION FEE**

- Section 1.
- A. If any employee after his/her first year of Board employment does not become a member of the Association, said employee will be required to pay a representation fee to the Association. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
  - B. Prior to the beginning of each membership year the amount of said representation fee shall be certified to the Board by the Association, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Association to its own members.
  - C. Once during each membership year covered in whole or in part of this agreement, the

Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct the representation fee in October of each year.

- D. The employer shall remit the amount deducted to the Association, on or before the 15th of the month following the month in which such deduction was made.
- E. It is recognized and understood by both parties that the Board of Education has no responsibility for the proper administration of the Association Representation Fee Program and in the event that the Board of Education is secured as a party in litigation over the Association Agency Fee Program the Association shall indemnify the Board for all legal fees, costs, and liability.

#### **ARTICLE XIX - HEALTH INSURANCE AND OTHER BENEFITS**

Section 1      A. Negotiating unit employees will contribute towards their health and prescription insurance premiums, (as appropriate) consistent with the Schedule "A" of this Agreement for the appropriate level of coverage up to family coverage. The Board of Education shall have the right to change insurance carriers provided the benefits provided will not be diminished by such a change.

B. The Board will allow retired employees to remain part of the Group Plan, if such employees pay the full premiums

The Board of Education during the terms of this contract shall continue to furnish a New Jersey Dental Insurance coverage; usual and customary dental plan containing the same benefits as previously provided without any cost consideration by the employee.

C. Where both wife and husband are employed in the District, duplicate coverage on health and dental insurance shall not be provided. This provision shall not change or reduce the waiver set forth in Section 2 of this Article.

- D. Upon receipt of notification that insurance coverage is available to the retiring employee, it is the responsibility of the retiring individual to confer with the Assistant Board Secretary or responsible person, regarding remaining part of the group plan if such employees pay the full premium.
- E. Family coverage will be provided for vision/eye care as part of health care provided by the board.
- F. The Board of Education may, in its sole discretion, change the carriers providing the benefits set forth in this Agreement, provided that there is no reduction in benefits.

Section 2. Negotiating Unit employees who elect to waive insurance coverage, and provide proof of alternative coverage, the premium savings shall be split- 75% Board, 25% employee or \$5,000 whichever is less.

Section 3. The District shall reimburse each driver for their renewal of fingerprint processing conducted by the State of New Jersey, Office of Criminal History Review. Reimbursement shall be provided upon receiving proof of payment by the driver to the State of New Jersey and the filing of a voucher. This shall not apply to the initial fingerprint processing by the driver, but is limited only to renewals, as required by the State.

#### **ARTICLE XX - MISCELLANEOUS**

Section 1. The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of age, race, color, creed, religion, ancestry, national origin, gender, domicile, affecting or sexual orientation or marital status, ancestry, domestic partnership status, affectional or sexual orientation, gender identity or expression, genetic information, disability or atypical hereditary cellular or blood trait of any individual, or because of liability for service in

the armed forces of the United States, and nationality.

Section 2. Any individual contract between the Board and an individual negotiating unit employee, heretofore or hereafter executed, shall be subject to be consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its operation shall be controlling.

Section 3. All negotiating unit employees shall be required to have and maintain at least one operating telephone at their place of residence or cellular telephone and the number to be on file with the transportation office. Change of resident address to be filed with the transportation office within seven (7) days of such change.

Section 4. Copies of this Agreement shall be prepared at the expense of the Board within thirty (30) days after the Agreement is signed by the Board and the Association. This Agreement shall be presented to all employees.

Section 5. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter, email, registered letter or telegram.

Section 6. A. It is the obligation of all drivers to notify the Director of Transportation or his designee of any motor vehicle ticket within two (2) days or the first working day after such ticket. Failure to do so may result in job dismissal after review.

B. It is the obligation of all drivers to notify the Director of Transportation or his designee of any motor vehicle conviction within two (2) days or the first working day after such conviction. Failure to do so may result in job dismissal after review.

Section 7. Any new or revised Policy and Procedure Manual presented by the Freehold Regional High School District affecting terms and conditions of employment of members of the negotiation unit shall be reviewed with the Freehold Regional High School District Bus Drivers' Association prior to said

policy being instituted or the manual being distributed.

**ARTICLE XXI - SEPARABILITY, SAVINGS, FULLY BARGAINED PROVISIONS**

Section 1. If any section, subsection, paragraph, sentence, clause or phrase of this Agreement, or any application thereof to any employee or group of employees, is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

Section 2. This Agreement represents and incorporates the final understanding and settlement by the two (2) parties of all negotiable issues which were the subject of collective negotiations. It is the understanding of both parties that the foregoing provisions will preclude both parties from reopening the negotiations during the term of this Agreement, except for dealing with a change in terms and conditions of employment proposed by the Board or by mutual consent.

Section 3. 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.

## SCHEDULE "A"

### HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE (PERCENTAGE OF PREMIUM)

<u>Salary Range</u>	<u>Employee Premium Contribution</u>
less than 20,000	4.50%
20,000-24,999.99	5.50%
25,000-29,999.99	7.50%
30,000-34,999.99	10.00%
35,000-39,999.99	11.00%
40,000-44,999.99	12.00%
45,000-49,999.99	14.00%
50,000-54,999.99	20.00%
55,000-59,999.99	23.00%
60,000-64,999.99	27.00%
65,000-69,999.99	29.00%
70,000-74,999.99	32.00%
75,000-79,999.99	33.00%
80,000-94,999.99	34.00%
95,000 and over	35.00%

### HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE (PERCENTAGE OF PREMIUM)

<u>Salary Range</u>	<u>Employee Premium Contribution</u>
less than 25,000	3.00%
25,000-29,999.99	4.00%
30,000-34,999.99	5.00%
35,000-39,999.99	6.00%
40,000-44,999.99	7.00%
45,000-49,999.99	9.00%
50,000-54,999.99	12.00%
55,000-59,999.99	14.00%
60,000-64,999.99	17.00%
65,000-69,999.99	19.00%
70,000-74,999.99	22.00%
75,000-79,999.99	23.00%
80,000-84,999.99	24.00%
85,000-89,999.99	26.00%
90,000-94,999.99	28.00%
95,000-99,999.99	29.00%
100,000-109,999.99	32.00%
110,000 and over	35.00%

HEALTH BENEFITS CONTRIBUTION FOR  
MEMBER/SPOUSE/PARTNER OR PARENT/CHILD COVERAGE  
(PERCENTAGE OF PREMIUM)

<u>Salary Range</u>	<u>Employee Premium Contribution</u>
less than 25,000	3.50%
25,000-29,999.99	4.50%
30,000-34,999.99	6.00%
35,000-39,999.99	7.00%
40,000-44,999.99	8.00%
45,000-49,999.99	10.00%
50,000-54,999.99	15.00%
55,000-59,999.99	17.00%
60,000-64,999.99	21.00%
65,000-69,999.99	23.00%
70,000-74,999.99	26.00%
75,000-79,999.99	27.00%
80,000-84,999.99	28.00%
85,000-99,999.99	30.00%
100,000 and over	35.00%