

# LOWER CAPE MAY REGIONAL SCHOOL DISTRICT

## BUS DRIVER'S AGREEMENT

2017 - 2020

- I. Duration of this Agreement shall be from of July 1, 2017 through and shall remain in effect to and including June 30, 2020.

The parties mutually agree that should negotiations for a successor contract to the collective bargaining agreement not be completed prior to June 30, 2020, unit members shall not be advanced on the salary guide either vertically or horizontally, and shall receive no increase in compensation until a new agreement is reached. Unit members shall continue to receive the same salary received on June 30, 2020 until such time a successor agreement is reached.

Movement on the guide shall be interpreted to include a vertical guide step increase and/or a column differential based on educational credit or degree attainment, and/or an increase in longevity based on years of service. Unit members shall have their salary "frozen" at the June 30, 2020 rate until negotiations for a new contract are completed, the agreed upon salary increases have been distributed through mutually acceptable guides, and both parties have ratified the agreement.

- II. This agreement covers working conditions for all full-time drivers, part-time drivers, and driver substitutes.
- III. Full-time drivers salary schedule:

### FULL TIME DRIVERS:

Step	2017-2020
1	\$ 25,200
2	\$ 25,850
3	\$ 26,500
4	\$ 27,150
5	\$ 27,800
6	\$ 28,850
7	\$ 29,900
8	\$ 30,950
9	\$ 32,000
10	\$ 33,050
11	\$ 33,650
12	\$ 34,250
13	\$ 34,850
14	\$ 35,450
15	\$ 36,000

Full-Time duties under base salary:

1. To and from routes for High School
2. Vocational routes and/or Teitelman routes
3. Late activity routes for both schools
4. Late athletic run for both schools
5. Field trips during school hours in the county
6. Full-Time Drivers will work during summer school in July to early August and September 1 through June 30. For the 2017-2018 school year, full-time drivers that did not drive for summer school will have their salary pro-rated from September 1 through June 30.

IV. Part-time drivers and substitute drivers salary:

Part Time Contracted Drivers	2017-2020 Annual Base	2017-2020 Daily Rate
Wildwood Catholic/Cape Trinity	\$ 22,689	\$ 126.05
One a.m./One p.m. Route	\$ 15,183	\$ 84.35
Two a.m./Two p.m. Routes	\$ 22,689	\$ 126.05
Alternative School	\$ 22,689	\$ 126.05
Part Time Vo-Tech - a.m./ p.m.	\$ 22,689	\$ 126.05
GCIT/per Run*		\$ 69.94
Attendant/Per Run		\$ 22.44

\*Bus runs to Gloucester County Institute of Technology (GCIT) will be compensated per run (i.e. a morning and afternoon run will be paid \$139.88 for the 2017-2020 school years). The driver will not be compensated if they do not transport the student(s) to or from GCIT.

Note:

- If any major change occurs with the routes above, a change in the dollar figures will occur.
- Part-Time Drivers hired after August 24, 2017 will have a salary of \$21,500 for two double runs/day and \$14,000 for two single runs/day. After one year of service, the Part-Time Driver's salary will be based on the salary guide.
- Part-Time Drivers contract is for 180 days.

V. HOURS

Full-time drivers drive approximately 8 hours per day.

Part-time drivers drive approximately 4 hours per day and are not entitled to fringe benefits.

VI. FRINGE BENEFITS (full-time drivers only).

1. Sick Leave – eleven days accumulative sick leave days per school year.
2. Health Benefits – The Board will provide coverage as set forth in the New Jersey School Employees Health Benefits Program (NJSEHBP) for NJ Direct15 and Aetna HMO, which includes the prescription benefit, or its equivalent, for the entire family in compliance with state statute Ch.78, P.L. 2011 and the negotiated contract. The Board shall provide a description of conditions and limits of coverage as listed above.

In the event that the Board provides insurance through a carrier other than the State Health Benefits Program, the Board guarantees that the coverage provided will be identical to the New Jersey School Employees Health Benefits Program with the sole exception that a clause mandating a required second opinion for surgery may be included. In the event that a second opinion for surgery is mandated, the covered participant or dependant will be held harmless for any financial obligations resulting from the obtaining of said second opinion. Charges related to the mandatory second opinion will be the responsibility of the insurance carrier or the Board.

3. Fringe Bank - \$1,000 FOR DURATION OF Contract. All full time employees will pay \$50.00 per year as a service fee to administer the Health Reimbursement Account (Fringe Bank).

The employee's Health Reimbursement Account Plan (Fringe Bank) is to be used for out-of-pocket medical expenses such as physician/hospital co-pays, deductibles, and coinsurance, dental expenses (including preventive dental coverage for dependent children under 14 years of age, which is mandated by the Affordable Care Act), and vision expenses. All first year full and part-time personnel are not entitled to Fringe Bank payments.

Any medical expense not reimbursed during any given year may be applied to the following year if the total aggregate amount does not exceed the sum of those two (2) years. Medical receipts may not be utilized beyond two (2) school year periods.

Any unused funds from a given school year may only be carried over one (1) school year.

The unused balances of the prescription payment plan cannot be used as a reimbursement in the Medical Fringe Bank clause.

Original receipts and a signed voucher for the amount requested shall be submitted to the Secretary of the Board of Education or his/her designate by November 30<sup>th</sup> and/or May 30<sup>th</sup>. Payment dates shall be on or before December 30<sup>th</sup>, and on or before June 30<sup>th</sup>.

All first year full and part-time benefits personnel are not entitled to fringe bank payments.

4. Drivers who retire from the District and qualify for pension in accordance with the provisions of the Public Employees' Retirement System shall be reimbursed for unused sick leave at the rate of 25% of his/her per diem (calculated at 1/220<sup>th</sup> of annual salary at the time of retirement) rate provided that least eighteen (18) years of service have been completed in the Lower Cape May Regional School District.

Drivers who qualify for a pension in accordance with the provisions of the Public Employees' Retirement System who retire in the district who were hired after May 21, 2010 shall only be eligible for a maximum payout of \$15,000 based on \$50/day providing the staff member has completed 25 years of service in the District.

Payment shall be made within one year from the date on which the driver informs the district of his/her intention to retire. For the purpose of this agreement drivers will be credited with one year of service time for every two years of part-time employment as a driver in this district

VII. COMPENSATION FOR EXTRA RUNS AND FIELD TRIPS AFTER SCHOOL HOURS:

Distance of Trip	Amount
Within 30 miles	\$45
31 – 40 miles	\$50
41 – 60 miles	\$60
61 – 75 miles	\$65
76+ miles	\$75
<b>Other Trips</b>	
Additional runs for district	\$25
Vo-Tech activity run	\$35
Saturday, Sunday, & Holiday Trips	\$40
<b>Summer School</b>	
One School	\$85
Two Schools	\$105

For trips over five hours the driver will be compensated at an additional \$14.00 per hour over five hours. Drivers who transport multiple sports will be compensated an addition \$14.00 for the run.

Drivers who work more than 180 days in a school year will be compensated at the prevailing daily rate for the run(s) made on the extra work day when public school was not in session. Compensation will only be made after 180 public school work days have been completed.

VIII. DRIVERS AGREE TO THE FOLLOWING:

1. To complete and submit inspection reports as required, daily, weekly, monthly and yearly. These inspections are to be done before and after each run. Failure to do so will result in disciplinary action.
2. To keep an accurate report of mileage; daily, monthly, and yearly.
3. To clean bus daily; windows and windshield to be kept clean at all times. In the event of bad weather, the driver is responsible for the removal of snow, ice, debris, etc. off of their bus. Twice a year, seats to be pulled and bus cleaned top to bottom in preparation for state inspection. At the completion of preparation for semi-annual inspection, drivers may submit a repair order for inspection of bus seats.

4. Each driver will attend four (4) Transportation Department meetings per year, which will be held during normal business hours without compensation. Drivers will be required to attend one (1) state mandated, driver's defensive course in-service training per year. Drivers who attend the full 8 hours of the state mandated in-service training will be compensated at a rate of \$75.00. The supervisor will try to schedule the any other training courses during normal business hours, but if it is held outside normal business hours there will be no compensation. In the event of a State of Emergency, drivers may be required to attend meetings outside normal business hours without compensation. Failure to attend any of these above meetings will result in disciplinary action.
5. To present a neat and clean appearance at all times.
6. To give prompt and efficient service at all times.
7. Drivers who miss mandatory meetings, where at least one week's notice is given, will be docked one personal day. If a personal day is not available, one day's pay will be deducted.
8. A maximum of two (2) drivers per day will be approved for time off the week before or the week following Thanksgiving Break, Winter Recess, and Spring Break. Drivers may use this option once every three years. In the event that more than (2) drivers request this time off a lottery will be utilized to determine who will be granted this leave. All requests for such leave shall be made at the start of the school year.
9. In the case of a local or a county-wide emergency, all available drivers must participate in evacuations. Report times and assignments will be made by the Superintendent or assigned designee. Compensation for full-time drivers will be based on their current per diem rate (salary divided by 220 days) or hourly rate (salary divided by 1,760 hours). Compensation for part-time drivers will be based on their current per diem rate (salary divided by 180 days) or hourly rate (salary divided by 720 hours). The Superintendent and Transportation Supervisor have the discretion to determine if the reason for a driver's unavailability is reasonable.

X. PERSONAL LEAVE:

As of July 1, 1996, all present full-time with benefits personnel – 3 personal days. Any new full-time with benefits personnel and all other personnel – first year of service 1 personal day, second year of service and every year thereafter, 2 personal days. Personal leave days are to be utilized only for personal business or legal or family matters that cannot be conducted outside the normal work day.

Personal leave shall not be used for recreation entertainment, other employment, or for matters which can be scheduled outside of school hours. At the end of the work year, for both full and part-time drivers, unused personal days will be converted to sick days. For full-time drivers these days will be added to the allotment. For part-time drivers, these converted days will be added from year to year to be used for sick day purposes only. Application to the immediate supervisor for personal leave shall be made at least two days before taking such leave. In the event of an emergency which precludes the provision of two days written notice, said notice shall be provided at the earliest possible time.

Approval of personal days is subject to review of the Superintendent, and the needs of the District. The Superintendent's decision will be binding and non-grievable.

Bereavement Leave:

For Full-Time Drivers, Bereavement leave in the event of the death of an employee's family member defined as step father, step mother, step son, step daughter, grandparents, grandchildren and in-laws shall constitute an excused absence of up to 3 days per occurrence. Bereavement leave in the event of death of an employee's father, mother, sister or brother, shall constitute up to 5 days excused leave per occurrence. Bereavement leave in the event of death of an employee's spouse or children, natural or adopted, shall constitute up to 10 days excused leave per occurrence.

Part-Time Drivers will receive up to three days bereavement leave in the event of the death of an employee's family member defined as an employee's spouse or children, natural or adopted, father, mother, sister or brother, step father, step mother, step son, step daughter, grandparents, grandchildren and in-laws

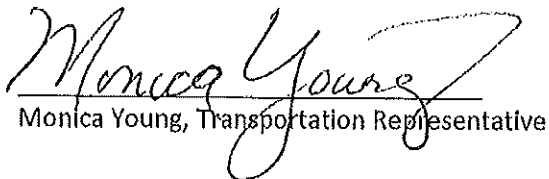
\_\_\_\_\_  
Date

  
Richard Hooyman, Board President

8/24/17  
\_\_\_\_\_  
Date

  
Mark Mallett, Board Secretary

\_\_\_\_\_  
Date

  
Monica Young, Transportation Representative

8/23/17  
\_\_\_\_\_  
Date

  
Karen, Trasatti, Transportation Representative

## Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 7/1/2017 thru 6/30/2020.

Employer: Lower Cape May Regional School District

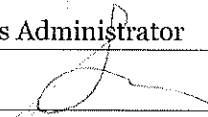
County: Cape May

Date: 12/9/2021

Name: Mark Mallett

Print Name

Title: Business Administrator

  
Signature

New Jersey Public Employment Relations Commission  
**NON-POLICE AND FIRE**  
**COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM**

Line #

**SECTION I: Parties and Term of Contracts**

1 Public Employer:  County:

2 Employee Organization:  Number of Employees in Unit:

3 Base Year Contract Term:  New Contract Term:

**SECTION II: Type of Contract Settlement (please check only one)**

4  Contract settled without neutral assistance

5  Contract settled with assistance of mediator

6  Contract settled with assistance of fact-finder

7  Contract settled with assistance of super-conciliator

8 If contract was settled in fact-finding, did the fact-finder issue a report with recommendations?  
 Yes  No

**SECTION III: Salary Base**

The salary base is the cost of salaries in the final year of the expired or expiring agreement. This is the base cost from which the parties negotiate the salary increases.

9 Salary Costs in Base Year \$

10 Longevity Costs in Base Year \$

11 Total Salary Base \$

**SECTION IV: Salary Increases for Each Year of New Agreement\***

	Year 1	Year 2	Year 3	Year 4	Year 5
12 Effective Date (month/day/year)	<input type="text" value="7/1/2017"/>	<input type="text" value="7/1/2018"/>	<input type="text" value="7/1/2019"/>	<input type="text"/>	<input type="text"/>
13 Cost of Salary Increments (\$)	<input type="text" value="2,170"/>	<input type="text" value="2,247"/>	<input type="text" value="1,262"/>	<input type="text"/>	<input type="text"/>
14 Salary Increase Above Increments (\$)	<input type="text" value="17,796"/>	<input type="text" value="103"/>	<input type="text" value="1,438"/>	<input type="text"/>	<input type="text"/>
15 Longevity Increase (\$)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
16 Total \$ Increase (sum of lines 13-15)	<input type="text" value="19,966"/>	<input type="text" value="2,350"/>	<input type="text" value="2,700"/>	<input type="text"/>	<input type="text"/>
17 New Salary Base (\$)	<input type="text" value="735,246"/>	<input type="text" value="737,596"/>	<input type="text" value="740,296"/>	<input type="text"/>	<input type="text"/>
18 Percentage increase over prior year	<input type="text" value="2.8"/> %	<input type="text" value="0.3"/> %	<input type="text" value="0.4"/> %	<input type="text"/>	<input type="text"/>

\*If contract duration is longer than five years, please add an additional page.



**SECTION V: Increases in Other Contractual Economic Items or Newly Added Economic Items\***

19	Item Description	Base Year Cost (\$)	Year 1 Increase (\$)	Year 2 Increase (\$)	Year 3 Increase (\$)	Year 4 Increase (\$)	Year 5 Increase (\$)
	Extra Runs/Field Trips/Athletic Trips	22,980	530	0	0		
20	Totals(\$):	22,980	23,510	23,510	23,510		

\*If contract duration is longer than five years, please add an additional page.

**SECTION VI: Medical Costs**

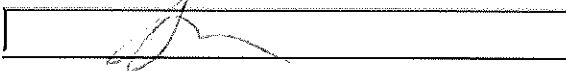
		Base Year	Year 1
21	Health Plan Cost	\$46,782	\$49,404
22	Prescription Plan Cost	\$	\$
23	Dental Plan Cost	\$	\$
24	Vision Plan Cost	\$	\$
25	Total Cost of Insurance	\$46,782	\$49,404
26	Employee Insurance Contributions	\$1,838	\$2,805
27	Employee Contributions as % of Total Insurance Cost	3.9 %	5.6 %

Section VI: Medical Costs (continued)

28 Identify any insurance changes that were included in this CNA.

SECTION VII: Certification and Signature

29 The undersigned certifies that the foregoing figures are true:

Print Name: Mark Mallett  
Position/Title: Business Administrator  
Signature:   
Date: 12/9/2021

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: [contracts@perc.state.nj.us](mailto:contracts@perc.state.nj.us)

NJ Public Employment Relations Commission  
Conciliation and Arbitration  
PO Box 429  
Trenton, NJ 08625  
Phone: 609-292-9898

Revised 8/2016