

AGREEMENT

PITTSGROVE TOWNSHIP BOARD OF EDUCATION

AND

PITTSGROVE TOWNSHIP TRANSPORTATION ASSOCIATION

July 1, 2021 – June 30, 2024

PREAMBLE

This Agreement entered into this 21st day of **October, 2021**, by and between the Pittsgrove Township Board of Education, hereinafter called the "Board" and the Pittsgrove Township Transportation Association, hereinafter called the "PTTA".

**ARTICLE I
RECOGNITION**

A. The Board recognizes the PTTA as the unit defined as follows:

This agreement applies to the following employees: All contracted bus drivers, full and part-time, all contracted transportation aides, full and part time, and bus mechanics.

B. Definition Used in this Agreement

1. The term "Board" shall mean the Pittsgrove Township Board of Education or its designated representatives.
2. The term "Driver" shall mean the Pittsgrove Township Board of Education bus drivers under contract.
3. The term "School" shall mean any work location.
4. The term "Aide" shall mean the Pittsgrove Township Board of Education bus aides under contract.
5. Singular terms used in this Agreement shall include the plural, masculine shall include the feminine, the feminine shall include the masculine.

**ARTICLE II
RIGHTS OF THE PARTIES**

A. The Board hereby retains and reserves unto itself, except as limited by this Agreement, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including the following rights:

1. To the executive management and administrative control of the Pittsgrove School District and its properties and facilities and the activities of its employees;

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2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
 3. To suspend, demote, discharge or take over disciplinary action for good and just cause according to law;
 4. To relieve employees from duties because of insufficient enrollment or other reason deemed appropriate by the Board;
 5. To take whatever actions may be necessary to carry out the program and objectives of the Board in situations of emergency;
 6. To determine work schedules and hours, duties, responsibilities, and assignments of employees.
- B. Nothing contained herein shall be construed to deny or restrict the Board with respect to its powers, rights, authority, duties, and responsibilities under NJSA 18A, or any other national, state, county or local laws or ordinance.
- C. The PTTA shall have the privilege of using meeting rooms, school facilities and equipment, and inter-school mail facilities in accordance with Board policies and procedures. Permission for usage shall be obtained in accordance with Board/Administrative policy.
- D. The PTTA shall have the right to either place a bulletin board or use a portion of a bulletin board in each work location for the posting of drivers' notices. The size and location of the bulletin boards shall be mutually agreeable. All posted material shall bear either the Driver's name, logo, or signature.
- E. The rights granted herein shall be granted exclusively to the Pittsgrove Township Transportation Association.

**ARTICLE III
GRIEVANCE PROCEDURE**

A. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by any individual included in the Recognition Clause. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept informal and confidential.
2. Every effort will be made to resolve problems informally and nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her immediate supervisor and having the grievance adjusted without resorting to the formal grievance procedure.

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C. Steps of the Grievance Procedure

1. Failure at any step of this procedure to communicate the decision of a grievance, within the specified time limits, shall permit the aggrieved 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 at that step. In an emergency situation, such as illness, vacation or death in the family, this time limit may be extended by mutual agreement between the parties involved.
2. All grievances under these steps shall be in writing, shall specify the section of Article of the contract violated, the date or dates of the violation, and the relief sought. The number of days indicated at each step should be considered as a maximum and every effort should be made to expedite the process.
3. Working days when used in this Article shall mean days on which the Board Office is open for business.
4. The fact that a grievance is raised by an employee shall not be recorded in the employee's personnel file, nor shall such a fact be used in any recommendations for job placement or promotion. An employee shall not be placed in jeopardy or be the subject of reprisal or discrimination for having filed a grievance.
5. Time limits set forth herein may be extended by written consent of the parties.
6. The foregoing shall be the entire grievance procedure and complaint procedure replacing any policy or procedure heretofore in effect.

Step One

- a. An aggrieved employee shall institute action in writing under the provisions hereof within thirty (30) calendar days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor. Failure to act within thirty (30) calendar days shall be deemed to constitute an abandonment of the grievance.
- b. The supervisor shall render a written decision within five (5) working days after receipt of the grievance.

Step Two

- a. In the event a satisfactory settlement has not been reached at Step One, the Driver and/or Aide may appeal the Step One decision to the Superintendent of Schools or his designee within five (5) working days following receipt of the Step One decision.
- b. The Superintendent of Schools or his designee shall render a decision in writing within five (5) working days from the receipt of the grievance or from the date of the hearing.

Step Three

- a. In the event the grievance has not been resolved at Step Two, then within five (5) working days following the determination of the Superintendent of Schools, the matter may be submitted by the Driver and/or Aide to the Board of Education for review.
- b. The Board of Education, or a committee thereof, shall review the matter and make a determination within thirty (30) calendar days from the receipt of the grievance.
- c. The decision of the Board shall be binding.

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SEPARABILITY

Should any provision of this Agreement be held or determined by any court or agency having jurisdiction to be invalid, all other provisions of this Agreement shall continue to remain in effect.

**ARTICLE IV
SENIORITY/EMPLOYMENT STATUS**

- A. Seniority is defined as the time of an employee's service within his/her department with the Pittsgrove Township Board of Education.
- B. Seniority shall begin to accrue on the first day of paid contracted employment. Seniority shall accumulate until there is a break in service.
- C. Effective July 1, 2021, a break in service occurs when:
 - A) An employee resigns;
 - B) Is discharged or terminated;
 - C) Retires; or
 - D) Goes on an unpaid leave of absence (including maternity/paternity) that extends beyond one (1) year.

An employee who has their route terminated at no fault of their own during the course of the year may be assigned another route, but will retain their contracted hours. This route may include priority sub responsibilities. The employee with the lowest seniority may lose their contracted position.

- D. Effective July 1, 2021, an employee who is rehired after layoff or termination at no fault of their own, or returns from an unpaid leave of absence, shall not suffer the loss of accumulated seniority and additional seniority shall accrue from the date of resumption of service.

In the event that two employees have the same amount of contracted service experience in the District, the following tiebreakers will be used for determining seniority:

- 1) Contract Start Date
- 2) Date of Board Approval
- 3) Appearance on the Board agenda

- E. A seniority list, by classification, shall be available not later than October 1st of each year.
- F. All employees shall be considered as probationary employees for the first one-hundred and twenty calendar days (120) of their employment. Probationary employees may be disciplined or terminated at any time during their probationary period at the sole discretion of the Board without recourse to the provisions of the grievance procedure.
- G. Bus drivers and aides shall choose their routes one time per year. Such routes shall be chosen by the drivers and aides on the basis of District contracted seniority and additional seniority shall accrue from the date of resumption of service.
- H. An employee's status as an employee of the Board shall terminate for any of the following reasons:
 - 1. Resignation or retirement.
 - 2. Discharge
 - 3. Continuous layoff for a period exceeding the duration of the employee's service up to a maximum of one year.

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4. Failure of laid off employees to return to work on the date specified in any notice of recall, except for good cause.
 5. Failure to report back to work immediately upon the expiration of vacation or leave of absence, without a valid reason.
 6. As outlined in the Transportation Department's "Work Rule Handbook" for the school district.
- H. Extra work is defined as additional posted work outside the contracted routes with reasonable notice given. This work is to be assigned to the Board contracted drivers/aides based on Article VIII.E Fairness of Rotation. Extra work will be paid at the employee's regularly hourly wage. If no contracted driver is available, extra work will be assigned to a substitute.
- I. Summer work will be paid at employee's regular hourly wage rather than substitute rate.
- J. Administration has the right to assign drivers or aides to routes based on the students needs and safety.

**ARTICLE V
LEAVES**

- A. Sick Leave
1. Employees hired after the first working day of their work year shall earn one (1) day of sick leave per month of employment for the balance of the school year.
 2. All employees other than new hires, see Section A. above, shall be credited with the same number of sick leave days as there are months in their work year. These days shall be added to the employee's sick leave account on the first workday of the employee's work year.
 3. Sick leave pay shall be calculated on the basis of the employee's regularly scheduled workday.
 4. Unused sick leave shall accumulate from year to year without limitation.
 5. Medical certification may be required for sick leave claimed in accordance with N.J.S.A. 18A:30-4.
 6. Sick leave days may be used for medical tests and/or examinations when such tests or examinations cannot be given other than during working hours. In such a case, an employee shall, upon return to work, provide a note or certificate stating that a medical test and/or examination was given on the date of the absence.
 7. Employees who retire after ten (10) or more years of service in the school district shall receive a payment for unused, accumulated sick leave which shall be computed by multiplying one half of the number of unused sick leave days accumulated by the employee, time the substitute bus driver/aide rate for contracted daily hours.

Employees who retire after twenty (20) or more years of service shall receive a payment for unused, accumulated sick leave which shall be computed by multiplying one half of the total number of unused sick leave days accumulated by the employee, times the contracted driver/aide rate for contracted daily hours. The employee must give three (3) months notice for retirement benefits.

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B. Sick Leave Bank

In accordance with N.J.S.A. 18A:30-10 The Pittsgrove Township Board of Education ("Board") and the Pittsgrove Township Transportation Association ("PTTA") have agreed to the establishment of a Sick Leave Bank ("SLB"). Sick leave drawn from the SLB shall be treated for all purposes as it were accrued sick leave time of the employee who receives it. No employee shall be required to participate in the SLB. The SLB shall operate under the following provisions as mutually agreed upon by the Board and the PTTA:

1. **Donors to the SLB:** In order to be eligible to donate to the SLB, a Donor must retain a minimum of twenty-five (25) sick leave days after donating to the SLB.
2. **Maximum Yearly Donation:** A donor may donate a maximum of ten (10) sick days per school year to the SLB. The SLB shall never exceed 200 donated days throughout the life of the successor collective bargaining agreement (July 1, 2015 to June 30, 2018).
3. **Loss of Donated Days:** Donors have been advised, understand, and agree that when sick leave day(s) is/are donated to the SLB, the sick leave day(s) will be lost for use by the Donor in any subsequent years.
4. **Additional Donations:** In the event the number of sick leave days available in the SLB is below thirty (30) days, individual eligible Donors will be requested, but not required, to make additional donations to the SLB.
5. **Use of the SLB:** An individual employee in the PTTA may apply for usage and receive donated days from the SLB. However, in order to apply for usage and receive donated days from SLB, an individual employee must have exhausted all of his/her available and/or accumulated sick leave. An individual employee is not required to donate to the SLB in order to receive/use donated days from the SLB.
6. **Review Committee:** A Review Committee shall be established by the Board and the PTTA. The Review Committee is comprised of six (6) members. The following members comprise the Review Committee: (1) Board of Education member; (2) Superintendent of Schools; (3) School Business Administrator; and (4) three (3) PTTA members in good standing. The Review Committee is responsible to review and approve/deny all SLB requests. Note: If the PTTA members apply for usage of the SLB, then, whichever member applies for usage of the SLB shall be prohibited from any discussions regarding approval/disapproval of the same application for usage. Rather, a substitute shall be provided for that individual. The substitute shall be a member of the PTTA. In order to be eligible as a substitute, that member of the PTTA shall be chosen by a majority of the PTTA. A substitute is allowed to review and approve/disapprove any applications for usage of the SLB.
7. **Re-Application for Use of the SLB:** Individual employees who have applied for and been approved for use of the SLB by the Review Committee, may re-apply for utilization of the SLB in the same school year.
8. **SLB Use Requests:** An individual employee shall provide a written request for participation in the SLB. Such written request shall be on a form provided by the Superintendent's office. All written requests shall be simultaneously provided to both the Superintendent of Schools and the School Business Administrator. The form requires the individual employee's signature attesting to the application for usage of the SLB. The individual employee is required to write the date on the form

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of the application for usage of the SLB. Any individual employee who completes the form and applies for usage of the SLB automatically and irrevocably agrees that any and all decisions by the Review Committee are final and binding. If an individual employee's request for usage for the SLB is denied, that individual employee retains no rights whatsoever to appeal such decision. As such, legal action of any kind (including, but not limited to filing of grievances or any other form of litigation) against the Board of Education (or any of its members individually), the PTTA (or any of its members individually), the Administration, or Review Committee members is strictly prohibited.

All individual employee's requests for usage of the SLB shall include medical verification from a physician regarding the nature and anticipated duration of the personal disability due to illness or injury. If an individual employee is incapable of making/and or completing the written request for participation in the SLB, a family member or other responsible adult is allowed to make the request on the individual employee's behalf. The name of that family member or other responsible adults, and all necessary contact information, shall be provided on the written request form submitted to the Superintendent and the Business Administrator.

A check-list shall be developed by the Review Committee to determine individual employee eligibility for usage of the SLB. The check-list shall be utilized for all requests made to the Review Committee regarding individual employee eligibility for usage of the SLB.

All documentation submitted by the individual employee shall become part of the individual employee's permanent, confidential, medical file. Such documentation shall only be viewable by the members of the Review Committee, and, if necessary, the school physician. Verification of continued personal disability due to illness or injury may be required at reasonable intervals by either or both the Board of Education and/or the Review Committee.

The Review Committee shall render all decisions within thirty (30) calendar days from the day of a completed written request. A completed written request shall contain all components necessary for the Review Committee to render its decision. If one (1) or more components of a completed written request is/are missing or incomplete, then the Review Committee shall render its decision within thirty (30) calendar days of the date -of the completed written request. All decisions regarding a completed written request are strictly within the authority and discretion of the Review Committee.

9. **Applicability with Other Forms of Leave:** The SLB's usage is strictly for personal disability due to illness or injury. The SLB shall not be utilized for, or in lieu of, leave entitlements under the New Jersey Family Leave Act or the Federal Family and Medical Leave Act.
10. **Applicable Law:** The provisions of N.J.S.A. 18A:30-6 are applicable to an individual's usage of SLB days.

C. Bereavement Leave

1. Death in the immediate family entitles an employee up to a maximum of four (4) school days leave of absence per death without loss of pay. "Immediate Family" shall mean an employee's spouse, child, brother, sister, parent or surrogate parent, parent-in-law, former legal guardian, grandchild, and member of the employee's

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immediate household. Two (2) days of paid leave shall be available for the death of an employee's grandparent. Up to one (1) day of paid leave shall be available for the death of aunts, uncles, brothers-in-law, sisters-in-law.

2. Proof of death may be required.

D. Personal Leave

1. All employees shall be entitled to three (3) personal leave days per year. Applications for personal leave shall be submitted to the Superintendent or his designee five (5) days in advance. The five (5) day application requirement may be waived in cases of extreme emergency for which a stated reason must be given and may be approved by the Superintendent. Personal days will not be granted on days immediately preceding or immediately following holidays unless at the approval of the Superintendent with a satisfactory reason.
2. Employees who do not use personal days during the September 1st to June 30th work year, through no fault of their own, i.e. lack of substitutes, will be paid for the days due them at their regular rate of pay and consisting of their normal working hours. The employees must turn in the required sheets in order to receive pay for the day/days.
3. Twelve month employees shall receive payment for unused personal days at \$100/day

E. VACATION (12-month employees)

1. Twelve-month employees shall be entitled to paid vacations. Vacation leave shall be earned during the year and shall be credited to each employee's account as of July 1.
2. After the initial six months of an employee's employment, all vacations will be calculated as if the employee began as of July 1st of the school year in which he/she was initially employed. Vacation days will accrue as follows:

6 months-3 years -	10 work days
4 years -	11 work days
5 years -	12 work days
6 years -	13 work days
7 years -	14 work days
8 years -	16 work days
12 years -	18 work days
15 years -	20 work days
20 years -	21 work days
25 years -	22 work days
30 years -	23 work days

After the first year of employment, employees who resign will be entitled to pro-rated vacation pay as follows.

Annual Vacation Days / 12 X Months Worked = Vacation Entitlement

3. The Board may designate a district-wide summer and winter vacation period in the school calendar. Summer vacation days shall be designated not later than April

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30th for the following July and August and not later than October 31st for the following December through February. Employees whose earned vacation days are less than the number of days designated by the Board shall have the option of either taking the additional time off without pay or working provided work is available. Employees whose earned vacation days exceed the number of designated vacation days shall take the excess days in accordance with the provisions of Section 4 below.

4. The Pittsgrove Township Board of Education believes it is in the best interest of the employees to utilize vacation time as authorized. It also recognizes that at certain times this is not possible. In keeping with the philosophy, it shall be the policy of the Pittsgrove Township Board of Education that no employee may hold in reserve (banking) more than four (4) weeks' vacation time. Time in excess of four (4) weeks shall be deemed lost. Upon separation of employment with Pittsgrove Township Schools, vacation days will be pro-rated as of June 20th of the year of separation.

**ARTICLE VI
DISCIPLINE PROCEDURE**

- A. Violations of Board policy, rules, or regulations shall be cause for disciplinary action as outlined below. Employees shall have the right to dispute any charge or alleged violation and may appeal such action through the grievance procedure. There shall be three (3) separate penalties applied when it is necessary to impose disciplinary measures. No employee shall be disciplined or reprimanded without just cause.
 1. A written reprimand to be placed in the employee's personnel file in the case of minor offenses. The Board shall furnish the employee with a copy of the reprimand. The employee shall be required to sign the file copy for the sole purpose of acknowledging that he has received his copy. The employee shall have the right to submit a written response within ten (10) working days of receipt of the evaluation. The written response shall be included in the employee's personnel file.
 2. Suspension from work without pay for periods varying from one (1) to ten (10) days, according to the gravity of the offense and the previous record of the employee concerned.
 3. Discharge for good cause.
- B. All rules and regulations as per the "Pittsgrove Township Schools Driver's Handbook" shall be controlling language to other infractions.
- C. Sections A.1 and A.2 above must be bypassed for serious infractions, such as, but not limited to, theft, fighting, and drinking on the job.
- D. Any employee that is fully out of compliance with federal or state required training will be placed on unpaid suspension of employment until they are compliant.

**ARTICLE VII
EVALUATION**

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- A. Within five (5) days of the evaluation, employees shall receive signed and dated written copies of all performance and/or conduct evaluations. Said copy shall be received at least 24 hours prior to the conference. The employee shall sign the completed file copy of the evaluation for the sole purpose of indicating receipt of a copy of the evaluation. Each employee shall receive a minimum of one (1) written performance evaluation per school year prior to April 1st.
- B. The employee shall have the right to submit a written response within ten (10) working days of receipt of the evaluation. The written response shall be included in the employee's personnel file.

**ARTICLE VIII
WORK DAY/WORK YEAR FOR BUS DRIVERS/BUS AIDES**

A. Reporting Procedure

All employees will be required to sign in on a daily basis. The employee shall indicate the time of arrival by the method prescribed by the Board.

- B. The work year for drivers and aides shall be one hundred eighty (180) days or as determined by the Board of Education. Drivers and aides will not suffer the loss of pay or time in the case the schools decide to hold a virtual day for inclement weather.

- C. Contracted time calculation begins when the bus route starts and finishes when the bus returns to the lot parked, secured, and seats checked. Contracted times will be rounded to the nearest fifteen (15) minutes. An additional fifteen (15) minutes will be added to the contracted bus time per day to allow for completion of the New Jersey State mandated check sheet before each run. Each driver must check the gas, tires, seats, warning lights, and all other equipment required by law. An additional five (5) minutes of contracted bus time per day will be given for those that have to check a handicapped bus ramp.

- D. If a driver or aide is called in or asked do an assignment at the end of their normal work day, they will be paid for a minimum of an hour.

E. Fairness of Rotation

In order to assure fair and equitable overtime rotation, the Pittsgrove Township Board of Education recognizes the value of having a clearly defined overtime fairness rotation procedure within Transportation for Bus Drivers

- 1. Extra work – Drivers/aides will be reimbursed for actual and necessary expenses incurred for authorized extra work.
- 2. Driver Seniority - Seniority shall begin to accrue on the first day of paid contracted employment and continue to accumulate until there is a break in service.
- 3. Extra Work Opportunities Rotation Assignment
 - a. Extra work opportunities are for those employees whose sole job duty is driving a school bus
 - b. A seniority list of drivers/adies eligible for overtime opportunities will

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be created on the first and last day of each traditional school year.

- c. Each month, description of extra work opportunities will be posted for the following month. If an extra work opportunity is received during the month the extra work is to be assigned, the extra work opportunity will be posted within three (3) working days of receipt of the request.
- d. Descriptions of extra work opportunities will be posted for sign up for three (3) working days. Driver/aides wanting the overtime must sign up before the deadline.
- e. A driver/aide will be assigned the extra work if their name is at the top of the rotation list and they have signed up for the trip.
- f. The driver/aide will move to the bottom of the rotation list once he/she completes the extra work.
- g. A driver/aide will move to the bottom of the list if he/she refuses the extra work or does not sign up for the extra work for which they were qualified when his/her name was on top of the list.
- h. If the driver/aide is absent during the posting period or he/she is not qualified for the trip, his/her name will not be rotated to the bottom of the list. The driver's/aide's name will remain at the top of the rotation list until he/she returns to work.
 - 1) Bus drivers'/aides' rotation status will not be affected if management request he/she to work a last minute (within a 12-hour period) extra work. The bus driver rotation status will not be affected if they refuse to do the last minute extra work.
 - 2) Extra work which is posted for less than three (3) days will not affect the extra work rotation list unless he/she completes the extra work.

WORK DAY/WORK YEAR FOR MECHANICS

- A. Reporting Procedures: Bus Mechanics will be required to sign in on a daily basis. The employee shall indicate the time of arrival by the method prescribed by the Board.
- B. The work year for the bus mechanics will be July 1st through June 30th.
- C. The work day for the bus mechanics shall be eight and one-half (8 ½) hours which shall include an unpaid thirty (30) minute lunch period.
- D. The work year for the bus mechanics shall be based on two thousand eighty (2,080) hours.
- E. If a bus mechanic is called into work during the winter recess, a floating day will be granted to compensate for the missed day.
- F. Bus mechanics shall be paid one and one-half (1 ½) time their regularly hourly rate of pay for all work in excess of forty (40) hours per week, regardless of whether sick/vacation time

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is used. Paid holidays only shall count as days worked in the computation of the forty (40) hours. Employees may, with the consent of the Transportation Supervisor, elect compensatory time in lieu of pay for overtime worked. The compensatory time shall be at the time and one-half (1 ½) rate. The employee shall state his/her request for compensatory time at the time that the overtime is offered. Compensatory time must be used within two (2) weeks of overtime worked. Request for compensatory time must be submitted to the Transportation Supervisor for prior approval.

- G. If a mechanic is called into work after hours, they will receive a minimum of three hours of paid overtime.

HOLIDAYS

All twelve (12) month employees will have the following paid holidays:

Independence Day	Winter Recess
Labor Day	Martin Luther King Day
Columbus Day	President's Day (2)
NJEA Days (2)	Good Friday
Veterans Day	Easter Monday
Thanksgiving (2)	Memorial Day

Holidays on Saturday/Sunday will be scheduled on a week day. The Board will schedule the remaining holidays at the time the calendar is adopted.

**ARTICLE IX
NON DISCRIMINATION**

There shall be no discrimination by the Board or the Drivers and/or Aides against any employee on the basis of race, color, creed, sex, age, national origin, religious or political affiliation.

**ARTICLE X
INSURANCE BENEFITS**

- A. Effective July 1, 2015, all employees contracted for a minimum of 25 hours a week will follow the School Employees' Health Benefit Program (SEHBP) premium share contribution per Health Benefit Reform under Chapter 78, P.L. 2011.

Employees who are reduced in time below the required 25 hours will be given a grace period of one year before coverage is suspended. An additional grace year period will be granted for the 2021-2022 school year only.

Effective July 1, 2015, all employees contracted for a minimum of 25 hours a week will follow the School Employees' Health Benefit Program (SEHBP) premium share contribution per health Benefit Reform under Chapter 78, P.L. 2011.

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Effective July 1, 2018, all new hires hired under this unit on or after July 1, 2018, employees contracted for a minimum of 30 hours a week will follow the School Employees' Health Benefit Program (SEHBP) premium share contribution per health Benefit Reform under Chapter 78, P.L. 2011.

Employees who are reduced in time below the required hours (25 hours if hired before July 1, 2018/30 hours if hired on or after July 1, 2018.) will be given a grace period of one year before coverage is suspended. An additional grace year period will be granted for the 2021-2022 school year only. If an employee has a route eligible for benefits and chooses instead to accept a route not eligible for benefits, the employee will not be eligible for benefits that year.

- B. The Board shall provide a dental and prescription insurance programs including full family coverage where appropriate. The dental insurance shall be the plan in effect during the 2011-12 school year or its equivalent.
- C. The Board shall provide the Employees with insurance, including prescription coverage, through the School Employee's Health Benefit Program (SEHBP) or substantially equivalent plan.

Effective for employees not eligible for benefits prior to July 1, 2018, Horizon Omnia, or substantially equivalent, will become the new base plan.

For employees eligible for benefits prior to July 1, 2018 and elect Horizon Omnia, the board will reimburse the full share of employee Chapter 78 costs, up to \$1,500 per year. The reimbursement will take place once in December, and once in June.

Effective July 1, 2021, the new reimbursement rate of out-of-network expenses for the base medical plan will change from 90% of fair market to a minimum of 180% of Medicare (CMS) rates.

- D. The Board will provide cash payments to those employees who wish to waive or "opt out" of Board provided insurance coverage.

For those employees who choose to waive coverage, the Board will pay the appropriate amount in conformity with the opt-out provisions of the School Employees Health Benefit Plan.

Payments for waiver of coverage will be made in two (2) annual installments. The first payment will be made in December of the school year in which coverage is waived, and the second payment will be made in June of the school year in which coverage is waived.

Proof of coverage must be provided in order to receive any of the payments. Waiver of coverage can be made during both open enrollment periods and such payment for waiver will be pro-rated regarding the time of coverage.

Such waiver is irrevocable for the plan year (July through and including the following June 30), unless the employee meets one or more of the criteria of a "Family Status Change", which includes but is not limited to:

- Marriage, divorce, or legal separation
- Death of a spouse, dependent, or domestic partner
- Birth or adoption of a dependent
- Termination or commencement of participant's or spouse's employment

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- Participant or spouse taking an unpaid leave or absence lasting more than 30 calendar days
 - Participant or spouse having a significant change in health coverage due to spouse's employment
 - Ineligibility of a dependent
 - Bankruptcy court order
- E. A Section 125 plan will be established for the benefit of Pittsgrove Township Board of Education employees recognized in the Recognition Clause.

**ARTICLE XI
INFORMATION PACKET**

An information packet shall be compiled and presented to each employee providing information on all employee benefits, including pension, insurance and any other benefit to which the employee is entitled. New employees will receive the information packet within thirty (30) days of hire. Employees will receive access to the transportation employee handbooks, with any changes notated no later than the first day of school.

**ARTICLE XII
POSTING**

- A. Notice of vacant positions that the Board intends to fill and new positions shall be prepared as soon as these are known and copies given to the Supervisor of Transportation for posting on the driver's bulletin boards. This will occur no later than one (1) week prior to the closing date for submitting applications. Each notice shall clearly state qualifications, duties, and salary. Notices of vacant and new positions shall be posted at all work locations.
- B. The right to apply and compete for all positions shall be open to all employees who meet the qualifications and requirements for the position.

**ARTICLE XIII
WORK RULES**

- A. The Board may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement or the Work Rule Handbook.
- B. Employees who are regularly scheduled to work at least twenty-five (25) hours per week will become eligible for insurance benefits at the completion of their probationary period in accordance with the provisions of the master contract with each insurance carrier.
- For employees hired under this unit on or after July 1, 2018, employees who are regularly scheduled to work at least thirty (30) hours per week will be eligible for insurance benefits at the completion of their probationary period in accordance with the provisions of the master contract with each insurance carrier.
- C. Annually transportation employees will receive and sign for a Work Rule Handbook. All proposed changes to the Work Rule Handbook must be received by the Transportation employees prior to the change. The Work Rule Handbook will be approved annually by the Board of Education.

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- D. All full time and part time bus drivers are eligible for \$700 for bus/maintenance and phone allowance that is paid semiannually. This amount covers the costs of normal and routine cleaning of both the exterior and interior of the buses on a regular basis and carrying the phone.

For new hires, this amount is prorated on a monthly basis.

All aides currently receiving an allowance will be grandfathered in at \$500 annually. An aide may receive an allowance for cleaning the bus based on the direction of the child study team.

- E. Mechanics will be given up to two new pairs of boots every year not to exceed \$300 for the year, and new jackets every other year, if necessary.

**ARTICLE XIV
SALARIES**

All contracted employees will be paid through direct deposit.
Salaries reflect an increase each year of:

2021-22	2.50%
2022-23	2.50%
2023-24	2.50%

Bus aides and Bus Mechanics are not entitled to longevity.

<u>Employees</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
<i>Bus Drivers contracted prior to July 1, 2021</i>	26.73	27.40	28.08
<i>Bus Drivers contracted July 1, 2021 or later</i>	25.00	25.63	26.26
<i>Bus Aides contracted prior to July 1, 2021</i>	20.26	20.77	21.29
<i>Bus Aides contracted July 1, 2021 or later</i>	17.00	17.43	17.86

*Substitutes are not part of the association, and therefore would be subject to an increase based on board action.

<u>Longevity Rate</u>	
5th and 6 th	200
7th to 9 th	400
10th to 14 th	600
15th to 19th	800
20th to 25th	1,000
26th and above	1,200

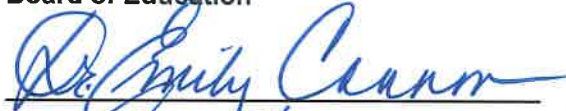
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**ARTICLE XV
DURATION**

- A. This Agreement shall be in full force and effect as of the 1st day of July 2021, and shall remain in effect until June 30, 2024, at which time it shall expire.

- B. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 21st day of October, 2021.

**For the Pittsgrove Township
Board of Education**





**For the Pittsgrove Township
Transportation Association**

