

AGREEMENT BETWEEN
RINGWOOD BOARD OF EDUCATION
AND
RINGWOOD BUS DRIVERS
ASSOCIATION

(Affiliated with the New Jersey Education Association)

JULY 1, 2016 – JUNE 30, 2019

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PREAMBLE

This agreement made and entered into effective July 1, 2016 and termination on the 30th day of June 2019 by and between the Board of Education of Ringwood in the County of Passaic, hereinafter referred to as the “Board”, and the Ringwood Bus Drivers Association, hereinafter referred to as the “Association”.

ARTICLE 1 - RECOGNITION

Section 1

The Board hereby recognized the Ringwood Bus Drivers Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all employees of the Board employed under the classification of School Bus Drivers.

Section 2

Unless otherwise indicated, the term "employee" when used in this Agreement refers to all persons represented by the Association in the above defined negotiating unit, but excluding clerical and professional employees, custodial workers, confidential employees, Police and Supervisors within the meaning of the Act, and substitute bus drivers.

Section 3

The Association shall furnish the Board with a list of its President, Vice President and stewards, and shall, as soon as possible, notify the Board in writing of any changes herein. Such notifications shall be sent to the CSA. No officer or steward shall be recognized by the Board until such written notification of such appointment shall be received by the Board from a duly authorized Officer of the Association.

Section 4

The Board will furnish the Association with a list of the names, addresses, and hire dates of members of the unit once a year. Both parties agree to recognize and deal only with properly authorized Board or Association representatives with reference to matters pertaining to this contract.

ARTICLE 2 – RINGWOOD BUS DRIVERS ASSOCIATION

Section 1 - Continuance of Membership

All present employees who are members of the Ringwood Bus Drivers Association on the date of execution of the Agreement may remain members of the Association. All new employees who are hired during the term of this Agreement may, after sixty (60) day probationary period become and remain members of the Association.

Section 2 - Dues Deductions

The Board shall deduct and transmit monthly membership dues and other proper assessment from the earned wages or salaries of each Association member in the unit upon written authorization of that employee. The total monthly amount so deducted shall be forwarded regularly to the officer of the Association duly authorized to receive such payment.

Section 3 - Agency Shop

Those employees who do not join the Association shall be required to pay 85% of dues for services rendered.

Section 4 - Hold Harmless

Board of Education shall be held safe-harmless from all aspects of this Article and Sections therein.

ARTICLE 3 - BULLETIN BOARDS

Subject to prior approval of the CSA or any designee, which approval shall not be unreasonably withheld, the Board shall permit the Association appropriate use of a bulletin board, customarily used to post notices to members of the Association, for the purpose of posting notices dealing with proper and legitimate Association business and activities and concerning other appropriate notices with respect to the welfare of employees in this Association. The Association agrees that at no time will such space be used for posting any materials which are unethical, unprofessional, or violative of law or Board policies.

ARTICLE 4 - GRIEVANCE PROCEDURES

Section 1 - General Procedures

Definition: A grievance is defined as a complaint or dispute by an employee in the Association with the Board or any agent of the Board, with Administration or Supervisory authority over members of the Association, which dispute or complaint is that the employee has been treated unfairly, inequitably or improperly in terms of the application and interpretation of this agreement.

Step 1 - In the event that any grievance should arise, the individual involved shall present the grievance within five (5) working days of occurrence of same informally to the Transportation Supervisor and every effort shall be made to resolve the grievance informally.

Step 2 - If no satisfactory resolution of the informal presentation of the grievance is reached within five (5) working days, the employee may reduce the grievance to writing and shall submit the grievance in formal written form to the Transportation Supervisor within five (5) days, who shall respond in writing to the written grievance and who shall forward copies of her response to both the Association and the CSA or designee. Failure of employee to submit written grievance within five (5) working days, shall constitute abandonment of the grievance.

Step 3 - If no satisfactory resolution of a Step 2 grievance is reached within ten (10) working days, the grievant or the Association may appeal the decision at Step 2 to the CSA or designee, who within ten (10) days shall notify in writing a specific date for a conference with the grievant to review the grievance. The CSA or designee shall then submit a written decision on the grievance to the grievant and a copy of this decision shall be forwarded to the Association.

Step 4 - If the aggrieved person is not satisfied with the disposition of the grievance at Step 3, the employee shall have ten (10) days to file a written appeal to the Board or a committee of Board members designated by it. Said request shall be made in writing and copies simultaneously sent to both the CSA, Board of Education and the Association. The Board or committee shall set a date for a hearing on the grievance.

Step 5 - If the aggrieved person is not satisfied with the disposition of the grievance at Step 4, the grievance may be submitted to advisory arbitration.

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the party submitting the grievance. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE 4 - GRIEVANCE PROCEDURES (continued)

Section 2

The steps provided for may be waived by mutual agreement of the parties and the time limits changed by similar mutual agreement in writing. Both parties agree that the specified times are maximum time limits and the grievance should be expedited as soon as possible. No grievance procedure will be held during regular driving hours. The aggrieved party has the right to be accompanied by the shop steward and any other representative at any of the above steps.

ARTICLE 5 - CLASSIFICATION

The following classifications and definition shall apply:

- a. Full-time Regular Driver who drives both A.M., P.M., and/or mid-day runs, or any combination thereof, on days when school is in session, including the unassigned driver.
- b. Part-time Regular Driver who drives less than full-time but on a regular basis when school is in session, including the unassigned driver.
- c. Substitutes - Drivers not on a regular daily basis, but on an "On-Call" basis.
- d. Trainee - New drivers hired on a probationary basis for in-service driver training. A driver will be considered a trainee until that driver obtains a New Jersey Bus Drivers license.

All newly hired drivers will be considered as being on a probationary basis for the first sixty (60) working days of employment after obtaining a CDL (Commercial Drivers License) or in the case of drivers coming into the district with a valid license, for the first sixty (60) working days of employment. All probationary employees may be discharged by the Board for any reason and without cause.

The provisions of the contract shall not apply to substitutes or trainees except where otherwise specifically stated.

It is further understood that employees working less than 20 hours a week will also be exempted from the benefits of the contract pursuant to State Law.

ARTICLE 6 - SENIORITY

Section 1

Seniority shall be based on the date a driver is hired and is considered qualified to start work. If more than one driver qualifies the same day, the driver application date will be used to determine seniority.

Section 2

Seniority shall apply to all regular full-time drivers only.

Section 3

All runs will be chosen according to seniority. It is understood by both parties that buses are not picked by drivers, but assigned to particular runs by the Transportation Supervisor. All final assignments plus changes in assignments during a school year will be at the discretion of the Transportation Supervisor. However, these assignments will be made on a fair and equitable basis, and seniority will apply when applicable.

In the event that additional full-time work becomes available, part-time drivers and then current substitutes will be given first consideration for the available positions. If accepted, part-time drivers will be credited with seniority as follows:

2 ½ days work	1 day Seniority
180 days (360 ½ days)	1 Full Year

ARTICLE 7 - WORK WEEK

Bus drivers will regularly work only between Monday and Friday. All regular full-time employees will work on the days that the school is in session, as per the school calendar adopted by the Board of Education.

Transportation on Saturday or Sunday will be paid at the rate of time-and-one-half for hours worked.

ARTICLE 8 - WORK HOURS

Section 1

Full-time drivers will be defined as those working a minimum of 4 ¾ hours per day. These hours may include A.M., P.M., and/or mid-day runs, or any combination thereof.

Fifteen minutes (one-quarter hour) per day noted in the above minimum shall be that time needed for the driver to re-fuel his/her school vehicle.

Section 2

Any new runs will have minimum driving hours set by a committee of the Transportation Supervisor and the Association Representative, based on actual hours driven after the first four weeks of operation. Hours assigned to this set of runs will be as stated and not altered on a daily basis, based on a student's absence from school.

Section 3

Any driver working or driving in excess of 40 hours shall be paid time and one-half for the excess, but time spent on late runs shall not be included in the above.

Section 4

Any driver who does an additional run or series of runs at the request of the Transportation Supervisor shall be paid the difference between the scheduled run and the additional time required for additional runs at their hourly rate. An additional mid day report time to do a run shall be paid in addition to the contracted am or pm hours.

Section 5

The work hours for Part-time Drivers shall be determined by the Board. Those drivers will be paid for hours actually worked and there is no guaranteed minimum hours.

ARTICLE 9 - HOLIDAY SCHEDULE

The schedule for paid holidays is as follows, and these are holidays designated in the school calendar for Ringwood Public Schools:

- 1 Thanksgiving Day
- 2 Day After Thanksgiving
- 3 President's Birthday - as newly designated
- 4 Good Friday
- 5 Memorial Day
- 6 Christmas Eve Day
- 7 Christmas Day

ARTICLE 9 - HOLIDAY SCHEDULE (continued)

- 8 New Year's Day
- 9 Martin Luther King Day
- 10 One additional holiday to be established by the CSA in conjunction with the appropriate year school calendar.

Holiday pay is to be based on average hours worked per day, during a regular week.

In the event it becomes necessary to open the schools on any of the above mentioned holidays, the Board agrees that work performed on these holidays will be paid for at the rate of double time.

In order to be paid for a holiday, the employee must work the day before and the day after the holiday. Exceptions to this rule are serious illness in the immediate family, bona fide religious holiday, required court appearance, verifiable emergency, or at the discretion of the Chief School Administrator.

ARTICLE 10 - SICK AND PERSONAL LEAVE

Section 1 - Sick Leave

- a. Each employee shall receive ten (10) sick days per year, and those who work more than ten months shall receive an additional day for each extra month worked. Such sick days shall be credited on the first day of July for the term of this contract.
- b. After completion of eight (8) full years as a driver, and upon retirement, termination, voluntary resignation or death, any sick days accrued to that driver up to a maximum of 125 days shall be paid for by the Board of Education at the rate of \$40.00 per day with a maximum of \$5000. Death payment will be made to appropriately named beneficiary.
- c. If any person requires in any school year less than this specified amount of days of sick leave with pay allowed, all days of such sick leave not utilized that year shall be cumulative to be used for additional sick leave as need in subsequent years. However, no one may accumulate more than twelve (12) days in one year.
- d. The employee is required to submit a doctor's note after four (4) consecutive days of absence.

ARTICLE 10 - SICK AND PERSONAL LEAVE (continued)

Section 2 - Personal Leave

1. This section will cover brief absences not chargeable to sick leave. The provisions for leave at full pay stated below shall be during one school year. Personal leave not used will be carried forward for the following year as sick leave. All leave granted hereunder must be with prior approval of the CSA.
 - a. Death in the immediate family - any allowance of up to five (5) days leave shall be granted for the following family members: Father, Father-in-law, Mother, Mother-in-law, Spouse, Child, Brother, Sister or any member of the immediate household. One (1) day will be allowed for the following: Aunt, Uncle, Grandparent, Sister or Brother-in-law who are not members of the immediate household.
2. No more than a cumulative total of three (3) days are allowable for items (a) through (c). Full pay will be deducted for all days in excess of three.
 - a. Serious illness in the immediate family - an allowance of up to three days leave shall be granted. (Immediate Family same as (a) above).
 - b. Death of other relative - an allowance of one day's leave shall be granted.
 - c. Other emergencies of personal nature:
 1. Recognition of a religious holiday
 2. Court appearance (up to two (2) days).
 - d. All employees permanently employed, shall be entitled to one (1) day with pay of personal leave per calendar year, but such unused personal leave may not be accumulated. This day is separate and above all other absences and leaves.

It may be taken at the employee's option and because it is personal, no explanation of the employer is necessary. However, notification in advance must be given to the Supervisor, Board Secretary. In the case several employees choose the same day, the Supervisor or Board Secretary may deny same employee the right to take this day. No personal days shall be granted on the first or last day of school.
 - e. Any employee serving jury duty shall be paid the difference between the amount received for jury duty and his/her normal salary.
3. The parties further agree that personal days shall not be used during the first five (5) days of the school year or during the last five (5) days of the school year.

Section 3 - Maternity Leave/Child Rearing Leave

Upon certification by a competent physician and application by an employee, a leave for maternity/child-rearing shall be granted, without pay, by the Board for a period of no more than one (1) school year. The leave may be extended for a period of one (1) year by the Board, if requested by the employee. An employee returning from a maternity/child-rearing leave will be reinstated and will retain the seniority held at the same time the leave became effective, and all benefits and salary will remain the same.

All female drivers must notify the Transportation Supervisor upon having knowledge of her pregnancy. The driver must bring a letter from her doctor stating the length she may continue to drive.

ARTICLE 11 - LEAVE OF ABSENCE

Section 1 - Leave of Absence

Upon making written application, an employee of this Association may apply for a leave of absence without pay. Such a request shall include the reason for said leave and the Board shall give due consideration to each application. Such leave of absence may be renewed for an additional period, upon formal written application to the Board and subject to the Board's right to approve or disapprove all applications. If the leave of absence was due to a medical leave, the employee will be reinstated only when the doctor issues a certificate stating that the person is fit to drive a school vehicle.

An employee who is going to be absent from work for more than 45 school days starting with the first day of school will not be entitled to select a bus route based on seniority in August. The driver will be assigned to available bus routes upon his/her return to work.

Section 2 - Family Leave

All employees shall be entitled to the Family Leave Policy as stated by the provision of NJ Statute.

ARTICLE 12 - HEALTH BENEFITS

Section 1

The Board agrees to make available to all full-time (over 20 hours) employees in the Association a program of hospitalization, medical-surgical benefits, dental plan, major medical insurance and prescription plan. It is understood that a cap will be imposed on the dental and prescription plans and the employee will be obligated to pay the amount above the cap monies allocated. Such a program shall, during the duration of the Agreement, not be reduced in terms of such benefits as are available through Blue Cross and Rider J., Blue Shield and Major Medical Insurance including Dental and Prescription benefits. The available coverage in the district shall apply to this contract. If the district coverage shall be increased, the increase in benefits will also cover this Association.

Effective immediately, any new employee hired on or after July 1, 2010 shall work a minimum of four and three quarters (4 ¾) hours per day per week in order to qualify for health benefits. Employees who were hired prior to July 1, 2010 shall continue to receive health benefits.

Medical Plan

a. The Board of Education will provide to each eligible employee and eligible dependent, a comprehensive program of hospitalization, medical-surgical benefits, and major medical insurance. Such a program shall, during the duration of this agreement, not be reduced in terms of such benefits. All employees shall continue to contribute towards the cost of the premium for health insurance plans at the rates set forth in P.L. 2011 Ch. 78 for the length of this agreement.

b. Any change in carrier made by the Board of Education shall provide coverage equal to or better than the previous coverage.

Dental Plan

a. Full family coverage of dental services will be provided by the Board. The plan will be the same as in previous contracts. Full family coverage of dental services based on Plan Number III New Jersey Dental Service Plan, Inc. providing preventative and diagnostic coverage at 100%; remaining basic services 80/20%; and prosthodontic benefits 50/50% will be adopted.

b. Any change in carrier made by the Board of Education shall provide equal to or better than the previous coverage.

Prescription Plan

a. For the duration of this Agreement a full family prescription plan will be provided by the Board.

b. Any change in carrier made by the Board or Education shall provide coverage equal to or better than the level of benefits provided by the SEHBP freestanding Prescription Drug Plan.

Section 2

Effective July 1, 2016, upon accepting employment, the benefits described in Section 1 shall be made available on a single coverage only basis for newly hired employees. New employees will, however, have the option of paying for additional dependent coverage. Upon completion of three full years of employment with the district, full dependent coverage will be awarded to interested parties.

Section 3

For both full and part-time employees, initial pre-employment testing, DOT physicals, and state-mandated fingerprinting shall be paid for by the employee, with the subsequent costs to be borne or reimbursed by the Board of Education. All testing must be provided by approved vendors and at approved rates.

ARTICLE 13 - PROMOTIONS AND NEW POSITIONS

Section 1

In the event that any new positions in the field covered by the employees of this Association are opened up, whether promotional or otherwise, the following steps shall be taken in affording all presently employed the opportunity for competing for such positions.

1. Notice of all openings shall be posted in the Transportation Trailer.
2. In posting such notices, complete and full details with respect to all qualifications, job specifications, and salary to be included, when possible.
3. All employees in the Association shall have full and equal opportunities to compete for any such positions based upon ability to meet the required qualifications.

Section 2

All vacancies, promotional or otherwise, shall be awarded on the basis of qualifications. Seniority shall apply where appropriate.

ARTICLE 14 - VISITATION RIGHTS

A representative of the Association shall have access to all employees in this Association during their non-working hours, but while still on District property for the purpose of adjusting grievances, negotiating the settlement of disputes, investigating working conditions and generally for the purpose of carrying into effect the provisions and aims of this agreement. However, if there are apparent breaches of safety, the Board reserves the right to rescind this limited access immediately. The Association also agrees they will do nothing to impede the work of any member of the Bus Maintenance Crew.

ARTICLE 15 - WARNINGS AND DISCIPLINARY ACTIONS

- a. Any driver who had his/her license revoked for cause, shall be suspended without pay until such time as the license is restored and the cause of such revocation is reviewed by the School Board. The Board shall then take action either to return the driver with full seniority and fringe benefits or to terminate their employment.
- b. Any driver who has a malfunction on the road due to not preparing their bus properly shall have warm-up time deducted from their pay. Such warm-up time shall be limited to one-quarter hour per offense.
- c. If an administrator or supervisor has occasion to reprimand an employee, it shall be done in a private, professional manner, not in the presence of students, parents, or other non-interested staff, and not at a public gathering.

ARTICLE 16 - EMPLOYEE PERFORMANCE EVALUATION

Employee performance shall be evaluated by the Transportation Supervisor or CSA once a year on agreed form with specific recommendation to be made by them if driver is rated unsatisfactory.

Evaluation will be given to employee for his/her signature before placing in employee's file. Such signatures shall merely signify that the evaluation has been read by the employee and is not to be construed that he/she agrees or disagrees with the contents of report.

If driver refuses to sign that fact should be noted, dated and witnessed. Employee has right to make written comments on the evaluation form.

The Board agrees to continue its policy of treating these personnel files confidentially. A driver shall have the right, upon request, to review the contents of his/her file.

ARTICLE 17 - DELAYED OPENING

- a. On delayed opening days, key bus drivers shall be called by 5:00 A.M. and told not to report to the garage until a later time in the morning. In case of failure to notify the drivers of the delayed opening, and they appear at the garage ready to work, they will be paid Federal minimum wage for waiting time, up to 2 ½ hours. It is understood that no driver will leave home earlier than 5:30 A.M. on snow days in order to purposely circumvent this section. Drivers reporting earlier than the scheduled re-opening time shall do so on their own time and will not be considered on the payroll until the set time to begin the bus "runs".
- b. If school is closed after a delayed opening, all drivers who have been called and put on standby shall be paid prevailing Federal minimum wage for a 2 ½ hour maximum time period.

ARTICLE 18 - INTENT TO RETURN

- a. The Back-to-School meeting for the drivers will be held on the Tuesday prior to Labor Day.
- b. Return After Termination - Any person terminating employment and returning to work within one year shall return as follows:
 1. Same pay step as when left position.

ARTICLE 19 - EXTRA WORK

Section 1

Extra work consists of all work that is not regularly scheduled - late runs, field trips, bus parts, bus inspection, bus repairs.

All other work not scheduled during the school year will be assigned on a permanent rotating basis using the Ringwood school calendar. In order to qualify for summer runs all drivers must have completed one (1) full year of service (anniversary date). Payment for summer work shall be made on the 15th and 30th of July and August for days worked.

Section 2

Any driver interested in extra work will notify the Transportation Supervisor in writing within the first week of the school year.

- a. Late runs - Drivers will be listed on the Late Run List by seniority on desired day(s). Any driver desiring to do late runs after the first week of school will be added at the bottom of the list for the day(s) desired.

Late runs will be assigned from this list on a rotating basis. All drivers must accept their turn in the rotation or lose their turn to do any field trips unless excused by the Transportation Supervisor.

The driver's name will be removed from the field trip list at the discretion of the Transportation Supervisor as follows:

On the list for a minimum of three (3) days - allowed one (1) refusal per month

Late runs will have a guarantee of 1 ½ hours.

- b. Field Trips
 1. In order to qualify for field trips, all drivers must fulfill their obligations for late runs.
 2. The Transportation Supervisor shall maintain the right to all final assignments regarding field trips. All drivers will be obligated to complete their regularly scheduled runs before being assigned any field trips.
 3. Drivers on seniority list, but not doing late runs, may do field trips if necessary to meet commitments to schools, and field trips list is exhausted.
 4. The District shall reimburse the driver for any tolls that were necessary for the field trip upon presentation of receipts to the supervisor.
- c. Bus Inspection, Bus Parts and Bus Repairs
 1. Summer bus washings and repair will be by volunteer sign-up. Any buses not signed up for will be distributed to available persons. All bus washings must be completed by July 31. As of August 1, any incomplete buses will be assigned on a first come first serve basis.
 2. Bus parts assignments shall be made by the Transportation Supervisor or the Mechanic. Consideration to seniority shall be given whenever possible.

3. The Transportation Supervisor shall maintain the right to final assignments on all extra work.
4. This article does not apply to any emergency situations or drivers having to absorb extra runs to cover for a shortage or illness of drivers.
5. Bus and van washing will be paid at the following rates:

Bus - \$125.00

Van - \$ 85.00

Section 3

1. Consideration to seniority shall be given when determining assignments within the rotating system.
2. The Transportation Supervisor shall endeavor to use the rotating system, but shall maintain the right to final assignments on all extra work.

ARTICLE 20 - SAFETY INCENTIVE BONUS

All regular daily drivers are eligible for a safety bonus at the conclusion of the school year if they meet all the following criteria:

1. No chargeable (by Police) accidents.
2. No accident causing bodily injury.
3. No tickets for moving violations.
4. No minor accidents causing a cumulative total of damage over \$500.
5. Driver must be still employed by the Ringwood School District at the time the bonuses become payable.
6. Two quotes for repair will be obtained on all damages.
7. The criteria for the bonus will apply only while operating a school vehicle.
8. During the term of this contract, the amount of the bonus incentive shall be \$300.00 annually for full-time drivers and \$150.00 for part-time drivers.
9. Eligible employees must have been employed and driving for at least 90 working days during the school year (July 1 to June 30) of any year.

ARTICLE 21 - TRAINEES COMPENSATION

Trainees hired after the ratification date of this contract will be paid for time spent in training at the rate of the Federal minimum wage up to a maximum of twenty-five (25) hours. However, this salary will not be considered earned or payable until such driver has been in the employ of the Ringwood School District for sixty (60) work days. The days spent in training will not be considered part of this sixty (60) work day period.

Any regular driver who shall be requested to instruct trainees shall be paid at the rate of \$2.00 per hour in addition to their regular hourly rate. Any additional training will be at the discretion of the Transportation Supervisor.

If needed, a trainer may be required to attend a Continuing Education class in order to remain current with the new procedural changes and regulations. In addition, a trainer must, in order to maintain trainer status, enroll in a Continuing Education class every three (3) years. The Board will pay for the cost of this training. After completion of the class, the Trainer will be allotted time to turnkey and disseminate information to the members of the Association on the changes to the law and regulations.

ARTICLE 22 - MISCELLANEOUS

Section 1

All regular drivers (full-time and part-time, including summer runs) shall be paid semi-monthly. Substitutes will continue to be paid on a monthly basis.

Section 2

All employees hired after ratification of this Agreement may be granted up to but not more than two (2) years previous experience by the Board.

Section 3

All drivers are required to fill out a daily form as provided by the Transportation Supervisor and follow any other procedures and forms currently in use or as may be developed in the future for the proper operation of the Transportation system of the Ringwood School System.

Section 4

The regular hourly salary will be paid to each employee for the meeting called by supervisor personnel. Attendance by drivers at all meetings is mandatory and only those drivers excused by the Transportation Supervisor shall have an excuse for not attending any meeting.

Section 5

School starting time shall be posted, as well as the time of loading and unloading.

Section 6

A list shall be kept current showing "runs" and the names of the drivers assigned.

Section 7

At all times, each bus shall be equipped, for the driver's use in foul weather, with a fluorescent-colored poncho.

Section 8

All drivers required to attend court after hours on behalf of the Board of Education shall receive a fee of \$50.00 per appearance.

Section 9

A \$150.00 one-time yearly clothing allowance will be provided each full-time employee upon Board of Education acceptance of the October bill list. Part-time employees will be provided a one-time yearly clothing allowance of \$75.00 under the same terms.

ARTICLE 23 - CONFORMITY TO LAW AND SAVING CLAUSE

If any provision of this Agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, then such provision shall be invalidated and not performed or enforced. In the event any provision of this Agreement is or shall at any time be found to be contrary to law by a court of competent jurisdiction, only such provisions shall be invalidated and all other provisions shall continue to remain in effect.

ARTICLE 24 - SUCCESSOR CONTRACT

Negotiations for a Successor Contract shall begin on or before October 2018 provided the Association serves appropriate notice as per PERC law. This contract shall remain in effect until the effective date of a ratified Successor Contract.

ARTICLE 25 - STRIKE CLAUSE

During the term of this Agreement the Association shall not call or authorize any strike against the Board, nor shall the Association engage in any work stoppage, slow down, or job action. The Board agrees that during the term of this Agreement it shall not effect any lock out.

ARTICLE 26 - MANAGEMENT RIGHTS

Section 1

Except as otherwise provided herein, the direction of the working forces are rested exclusively with the Board.

Section 2

The rights herein described shall include, but not limited to layoff, discharge for just cause, in case of emergency to require that duties and shifts other than those normally assigned be performed until the emergency terminates and the right to hire and promote, and to make reasonable working rules and regulations of procedure and conduct, to determine work shifts, provided that the exercise of these rights is to be consistent with the terms and conditions of this Agreement and are not to be used so as to discriminate against any person by reason of Association membership.

ARTICLE 27 - LONGEVITY

Longevity shall be paid after the completion of the following consecutive years:

10 years	\$175.00
15 years	\$250.00
20 years	\$350.00

These payments will be paid to each driver on his/her anniversary date.

Present employees who terminate employment and return will be considered as future/new employees and will not be eligible for longevity.

ARTICLE 28 – WAGES

The proposed salary guides for 2016-2019 are as follows:

HOURLY WAGES			
STEP	2016-17	2017-18	2018-19
1	\$18.90	\$19.40	\$19.90
2	\$20.00	\$20.50	\$21.40
3	\$21.10	\$22.00	\$22.90
4	\$23.30	\$23.90	\$24.50
5	\$25.75	\$25.75	\$25.75
6	\$26.00	\$26.00	\$26.00
7	\$26.00	\$26.00	\$26.25
8	\$26.25	\$26.50	\$26.50
9	\$26.50	\$26.90	\$27.30
10	\$26.90	\$27.30	\$28.00

A new employee hired between July and December will move to the next step the following contract year and a new employee hired between January and June will remain on the same step the following year.

ARTICLE 29 – ATTENDANCE INCENTIVE BONUS

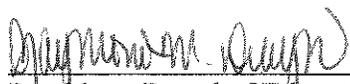
Employees who have perfect attendance in the first half of the school year shall receive an attendance bonus of \$150.00. Employees who have perfect attendance in the second half of the school year shall receive an attendance bonus of \$150.00. In order to achieve perfect attendance, an employee cannot use any sick days. Using personal days and bereavement days shall not count against an employee's perfect attendance.

ARTICLE 30 - DURATION

This agreement and each of its provisions, unless otherwise specifically dated, shall be binding upon the parties as of:

July 1, 2016 and shall continue to remain in full force and effect until June 30, 2019.

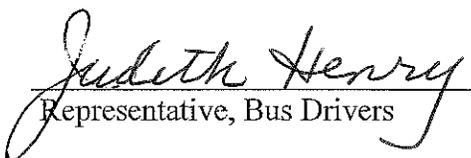
Attested to as of: June 27, 2016



President, Board of Education



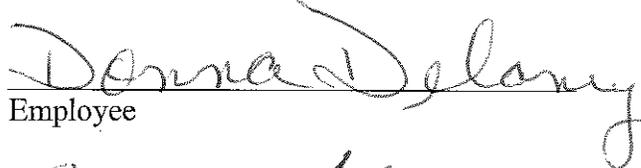
School Business Administrator/Board Secretary



Representative, Bus Drivers



Employee



Employee



Employee

