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December 12, 1994

CONTRACT
BETWEEN

MANALAPAN-ENGLISHTOWN REGIONAL BOARD OF EDUCATION

AND

TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO

LOCAL 225 -- BRANCH 4

JULY 1, 1994 - JUNE 30, 1997

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PREAMBLE

This Agreement is entered into this first day of July, 1994, by and between the Board of Education of Manalapan-Englishtown Regional School District, Township of Manalapan, Borough of Englishtown, New Jersey, hereinafter called the "Board", and the Transport Workers Union of America, AFL-CIO, Local 225, Branch 4, 325 Second Street, Lakewood, New Jersey, hereinafter called the "Union", for and on behalf of itself, its members now employed or hereinafter to be employed by the Board. References to male members shall apply equally to female members. Whereas, the Board recognizes the Union aforesaid as the only Union representing its employees as designated below, and agrees to deal collectively only with this Union. Now, therefore, a consideration of the mutual covenants, promises and agreements herein contained, the parties do hereby agree as follows:

ARTICLE I

RECOGNITION

The Board hereby recognizes the Union as the only negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of all regular bus drivers, rotating drivers, suburban drivers, mechanics, and all substitute drivers who work at least twenty (20) days during a school year pursuant to recognition granted by the Board on January 3, 1989.

ARTICLE II

UNION SECURITY

- A. The Board agrees it will give effect to the following form of Union Security:

All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing, provided said members agree that they wish to join the Union, and maintain such membership.

- B. The chairperson will be notified no later than the end of the third working day of the name and address of any newly hired employee.

ARTICLE III

PAYROLL DEDUCTIONS

- A. Upon written notice from the Union, the Board will deduct monthly all Union membership dues and initiation fees as employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws 1969, (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. At the time of such notice the Union shall furnish the Board with a written authorization card signed by the employee. Said monies together with current records of any corrections shall be transmitted to the Union by the 15th of each month following the monthly pay period in which deductions were made.
- B. The Board will notify the Union promptly of any revocation of such authorization received by the Board.
- C. Employees may elect in writing to have deductions taken from their pay for participation in the Mon-Oc Credit Union without any financial participation on the part of the Board.
- D. Employees may elect in writing to have deductions taken from their pay for a voluntary contribution to the TWU Committee on Political Education.

ARTICLE IV

POSTING

- A. 1. Within three (3) days all vacated positions which the Board intends to fill and newly created positions shall be posted for five (5) days, (excluding Saturday, Sunday or Holidays), prior to the closing date for submitting applications. When a vacant or newly created position is posted all drivers may bid on the position if he/she so chooses. The position will be awarded to the senior qualified driver who bids. The position left vacant by the successful bidder shall then be awarded to the next senior qualified driver who bid on the position that was initially posted. The process shall continue until the open position has no qualified bidders. This vacancy shall then be filled from outside the district. Lateral transfers shall not be permitted.
- 2. The Board will place postings at the bulletin board at the Main Street Office or mail postings to the driver's home when either the driver has an out of district run or if the driver's absence will extend beyond the expiration date of the posting. Mailed postings shall be postmarked two (2) days prior to being placed on the bulletin board. Drivers whose

absence will extend beyond the school year will not be eligible to bid.

- B. TWU Local 225, Branch 4, will be notified of all job openings.

ARTICLE V

SENIORITY AND PROBATION

- A. Seniority for the purpose of this Article shall be based upon an employee's continuous length of service with the Board, from the last date of hire.
- B.
 - 1. Seniority shall begin for all employees on the date of the Board's action appointing the employee. There shall be two seniority rosters, one for contracted drivers and one for substitutes. When a driver's status changes from substitute to regular driver, the date of the Board's action effectuating the change shall be the driver's seniority date. When two or more regular drivers have the same seniority date, the amount of time spent as a substitute driver shall be the tie breaker. Thereafter, date of license is the tie breaker.
 - 2. Probationary periods for all employees are as follows:
 - a. Substitutes - ninety (90) driving days
 - b. Regular drivers who have not completed the substitute probation period - five (5) working months
 - c. Regular drivers who have completed the substitute probation period - sixty (60) calendar days from the start of regular employment.
 - 3. 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 of this Agreement.
 - 4. Probationary employees and part-time employees who work less than four (4) hours per day shall be paid the rate of pay for the classification for which hired, but shall not be entitled to any insurance benefits as provided in Article XXIV, (Insurance). Probationary regular drivers will become eligible for insurance benefits after sixty (60) calendar days of employment, or as determined by the insurance carrier.
- C. For contracted regular drivers, excluding substitutes, seniority will be credited on the basis of:
 - 1. Actual time worked;

2. Time spent on paid leave of absence;
3. Time spent on unpaid leaves of absence of up to one (1) year inclusive of the State and/or Federal Family Leave Acts but excluding time spent on child rearing leave that is not covered by either Family Leave Act;
4. Time spent on worker's compensation.

Any time an employee in the bargaining unit is absent without pay for thirty (30) or more days, except as stated above, the employee's seniority will stop accruing as of the first day of such absence.

- D. An employee's seniority shall cease and his employee status shall terminate for any of the following reasons:
1. Resignation or retirement.
 2. Discharge for cause.
 3. Continuous lay-off for a period exceeding twelve (12) months.
 4. Failure of laid-off employees to report for work on the date specified in written notice of recall mailed seven (7) or more calendar days prior to such date.

Written notice of recall to work shall be sent by the Board by certified mail, return receipt requested, to the employee's last known address, as shown on the Board's personnel records.

5. Failure to report to work for a period of three (3) consecutive scheduled working days without notification to the Board of a justifiable excuse for such absence.
- E. Should the Board determine that a reduction in force is required for the efficient operation of the School District, employees shall be laid off from their jobs in the following manner:
1. The employee with the least seniority shall be the first employee laid off in the job affected.
 2. In the rehiring the same principle shall apply, namely, the last person separated shall be the first to be rehired.
 3. The above shall also apply to reductions in individual's weekly work schedules.
 4. Whenever the Board shall require new workers, it shall first offer employment to those of its workers who may have been laid off in accordance with the seniority provisions of this Agreement.

- F.
1. There shall be a single seniority roster including regular bus and mini-bus drivers (those who drive the same route every day); rotating drivers (those who drive various bus and/or van routes); van drivers.
 2. Placement on the seniority roster will be based on most recent date of hire with a contract.
 3. Drivers will be able to change classification (regular bus/mini-bus, van, rotating) whenever a vacancy occurs.

ARTICLE VI

EMPLOYEE RIGHTS

- A. Pursuant to NJSA 34:13a-1 et. seq., the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Union and its affiliates for the purpose of engaging in collective negotiations and other concerted legal activities for mutual aid and protection. The Board shall not discriminate against any employee by reason of his/her membership in the Union and its affiliates or his/her participation in any lawful activities of the Union and its affiliates.
- B. The parties agree to follow a policy of not discriminating against any employee on the basis of race, age, sex, creed, color, national origin, religion, marital status, membership participation in or Association with the activities of any employee organization, political affiliation, nonapplicable handicap, affectional or sexual orientation, or liability for service in the Armed Forces of the United States.
- C. No employee shall be disciplined without just cause.
- D. Pursuant to N.J.S.A. 18A:16-6 whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any board of education for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment, the Board shall defray all cost of defending such action, including reasonable counsel fees and expenses, together with cost of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom and said Board may arrange for and maintain appropriate insurance to cover all such damages, loss and expenses. (Note: motor vehicle violations are not covered by this clause.)
- E.
1. Employees are to be notified in writing of the results of their evaluations. Employees shall receive a copy when reprimands, complaints, or other derogatory material pertaining to work performance in writing is going in their personnel file. The employee shall sign a copy to acknowledge

receipt only. With the employee's consent, a copy will be forwarded to the chairperson.

2. With prior appointment, employees shall have the right to review the contents of their personnel file. On a one-time basis, employees are entitled to a copy of any material contained in their personnel file.

ARTICLE VII

MANAGEMENT RIGHTS

- 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 by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
 1. To the executive management and administrative control of the Manalapan-Englishtown Regional School District and its properties and facilities and the activities of its employees;
 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 other disciplinary action for good and just cause according to law;
 4. To establish, modify, change or abandon operating methods to assure efficient and economical operations subject to applicable laws;
 5. To determine work schedules, hours, the duties, responsibilities and assignments of employees.
- B. The exercises of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules regulations and practices in furtherance thereof, provided the Union is notified prior to implementation of changes in terms and conditions of employment, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Board with respect to its power, rights, authority, duties, and responsibilities under N.J.S.A. 18A and N.J.A.C. 6 or any other national, state, county or local laws or ordinances.

ARTICLE VIII

DISCHARGE

- A. The Board retains the right to discharge for just cause. In the event that the Superintendent or his/her designee intends to recommend discharge of any employee the Superintendent shall notify the Union in writing at the time that he/she suspends the employee without pay pending final action by the Board.
- B. In the event of a disagreement between the Union and the Board as to the discharge the Union shall have the right to initiate a grievance at the Superintendent's level of the grievance procedure contained in the Contract, in which case the Step 3 grievance hearing shall be held as soon as possible.

ARTICLE IX

AGREEMENT AND NEGOTIATION

- A. The parties agree to enter into negotiations over a successor Agreement in accordance with the procedures and guidelines of the Public Employment Relations Commission.
- B. Any Agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by both sides.
- C. It is specifically understood that this Agreement may not be modified in whole or in part without the joint written consent of both the Union and the Board.

ARTICLE X

UNION RIGHTS AND PRIVILEGES

- A. The Union's representative may visit the Board's premises for the purpose of investigating working conditions or conferring with the Board or administration or the employees provided such visitation or conferring does not interfere with the work performance of the employees.
- B. The Board shall provide space for a Union bulletin board in a reasonably accessible place for Union notices. The Board will post the dates of public and work meetings of the Board on this bulletin board. The chairperson will be notified when public Board meeting agendas are available. The chairperson shall be given a copy of all notices posted on the bulletin board.

- C. The Union and its representatives may be permitted to use school buildings at reasonable hours for meetings. The transportation coordinator shall be notified in advance of the time and place of all such meetings and the Union shall seek approval for the use of the building from the business office.
- D. The rights and privileges of the Union and its representatives as set forth in this Agreement shall be granted only to the Union as the representative of the majority of the drivers and to no other organization.

ARTICLE XI

MILITARY SERVICE

- A. Any employee who was drafted for military service or training in the Armed Forces of the United States or its subdivisions shall, upon completion of such initial period of inducted service or training, be restored to the exact status, including any wage increase, that he would have had if his employment had not been interrupted.

ARTICLE XII

EXTENDED LEAVES OF ABSENCE

- A.
 - 1. An employee shall notify the business administrator or his/her designee of her pregnancy in writing as soon as it is medically confirmed. Such employee shall be placed on child-bearing leave in accordance with State regulations following presentation of medical certification concerning her inability to work. In the event of still birth or death of the child, the employee, if she elects, shall return to her position when physically able to perform her duties with two (2) weeks prior notice to the Board.
 - 2. An employee must provide medical certification of her ability to perform her duties prior to returning to work.
 - 3. Any employee adopting an infant child shall receive similar leave which shall commence upon his/her receiving actual custody of said infant or earlier, if necessary, to fulfill the requirements of the adoption.
 - 4. No employee on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the school district. Subject to the laws in the State of New Jersey the driver must present a physician's certificate to the effect that she may drive a school bus. In the event that the Board challenges the driver's medical certification, a second

medical opinion will be obtained at Board expense by a mutually agreeable doctor.

5. Employees may apply for, and shall be granted, an unpaid leave of absence for child-rearing purposes immediately following the conclusion of the period of disability. The child-rearing leave shall terminate at the beginning of a school year. Child-rearing leaves shall not exceed twenty-four (24) months.
- B. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored upon return from leave and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, and if not, to a substantially equivalent position if available.
- C. All extensions or renewals of leave shall be applied for in writing and judged by the same standards as specified in this Article.
- D. All requests for extensions or renewals of leave shall be applied for and granted in writing. Fifteen (15) days written notice must be sent to the transportation coordinator before the expiration date of the leave, requesting an extension or renewal of said leave. Written notice fifteen (15) days before the driver wishes to return must be sent to the transportation coordinator along with physician's certificate of fitness.

ARTICLE XIII

GRIEVANCE PROCEDURE

A. Definition

Adjustment of all complaints, disputes, controversies and grievances of any type arising between the Board and the Union concerning the interpretation, operation, application or performance of the terms of this Agreement shall be undertaken in accordance with the procedures set forth below.

- B. A grievance to be considered under this procedure must be initiated in writing on the grievance form shown in Appendix B of this Contract, within five (5) days of its affecting the employee except regarding payroll matters when the grievance shall be submitted within five (5) days after the end of the month in which the pay dispute occurs.
- C. Days when used in this Article shall mean work days for the bus drivers except during the period between the close of school in June and the opening of school in September when day shall mean day on which the district's business office is open.

- D. Failure at any step of this procedure to communicate the decision of the grievance within the specified time limits shall permit the grievant 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 a waiver of further appeal of the decision.
- E. Written grievances shall be filed by the union representative.
- F. A grievance hearing shall be mandatory in Steps 1, 2 and 3 of this procedure if requested by either the Union or the administrator at that Step.
- G. The time limits set forth in the following Steps may be extended by mutual agreement, in writing, between the Board and the Union.
- H. Nothing in this procedure shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted provided the adjustment is not inconsistent with the terms of this Agreement and that the Union has been given the opportunity to be present at such adjustment to state its views.

Step 1

The aggrieved employee shall submit his/her written grievance, as specified above, to the Transportation Coordinator. The Transportation Coordinator shall attempt to resolve the matter as quickly as possible, and shall submit a decision in writing to the employee and Union within two (2) days of receipt of the grievance.

Step 2

If the grievance is not resolved to the Union's satisfaction at Step 1, not later than two (2) days after receipt of the Step 1 decision, the employee may appeal the decision to the Business Administrator. The Business Administrator shall review the grievance and render a decision, in writing, within two (2) days of receipt of the grievance. The Business Administrator's decision shall be forwarded to the aggrieved employee and the Union.

Step 3

If the grievance is not resolved to the Union's satisfaction at Step 2, not later than two (2) days after the Business Administrator's decision, the aggrieved employee may appeal the decision to the Superintendent of Schools. The Superintendent shall review the grievance and render a decision in writing, within two (2) days of receipt of the grievance. The Superintendent's decision shall be forwarded to both the aggrieved employee and the Union.

Step 4

If the grievance is not resolved to the Union's satisfaction by the Superintendent's decision, not later than two (2) days after receipt of the Superintendent's decision, the Union may appeal the decision to the Board of Education. The appeal shall be submitted in writing through the Superintendent or his/her designee who shall attach all related papers and forward the request to the Board. The Board shall have the option of holding a hearing on the grievance. The Board shall review the grievance and render a decision in writing within fourteen (14) days of receipt of the grievance.

Step 5

In the event the grievance is not satisfactorily settled by the Board, then both parties agree that within ten (10) calendar days either party may request the New Jersey State Public Employment Relations Commission to aid them in the selection of an arbitrator, according to the rules and regulations of that Commission, who shall have full power to hear and determine the dispute and the Arbitrator's decision shall be final and binding.

1. The arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.
 2. The cost of the arbitration, other than the costs incurred individually by the parties in the preparation and presentation of their cases to the arbitrator, shall be shared equally by the Board and the Union.
- I. 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.
- J. The Union shall require its members to comply with the terms of this Agreement. The parties agree that the maintenance of a peaceable and constructive relationship between them and between the employer and the employees requires an establishment and cooperative use of the machinery provided for in this Contract for the discussion and determination of grievances and disputes, and that it would detract from this relationship if individual employees or groups of employees would either as individuals or groups, seek to interpret or enforce the Contract on their own initiative or responsibility. No individual employee may initiate any arbitration proceeding or move to confirm or vacate an arbitration award.

ARTICLE XIV

WORKING CONDITIONS

- A. 1. The work year for all drivers shall be one hundred- eighty (180) days and shall consist of those days on which the district's schools and/or the days on which other schools to which the district transports students are open for students. Drivers who are required to drive on more than one hundred- eighty (180) days will be paid for the additional time at their regular daily or hourly rate.
2. When the student(s) on one or two student vans are going to be absent, the driver shall notify the Transportation Coordinator prior to 5:30 a.m. or as soon as the driver is notified by the parent. The driver shall work as a substitute that day if substitute work is available. When the calendar of a private school does not coincide with the district's calendar, the driver shall have the option of taking the day(s) off or substituting (if substitute work is available). The driver shall notify the Transportation Coordinator of his/her decision at least five (5) working days in advance.
- B. Employees shall be paid at their session or hourly rate, except for rate work schedule as per Article XXII.
- C. The minimum time assigned on a daily basis will be four (4) hours. In the event a run or four (4) sessions requires less than four (4) hours, the driver shall be paid for four (4) hours but shall be available for other driving assignments when required.
- D. 1. In the event an employee is assigned an additional run(s) which extend the employee's daily scheduled hours or sessions or monthly scheduled hours or sessions for rotating drivers the employee shall be paid for the additional time at his/her regular rate for all driving time. The employee shall receive a minimum of one-half (1/2) hour or session pay for the extended driving time and will be paid by the quarter hour thereafter.
2. If in temporary situations an extra out-of-district run is needed to transport students living outside the district, the Transportation Coordinator will assign the run to either an under-utilized (less than four (4) hours of work) driver or to the run that is most compatible to the student's location without regard to seniority.
- E. All drivers shall select packaged runs on a seniority basis during the first full calendar week in August for the forthcoming school year. Employees will be notified of the selection date not less than two (2) weeks prior to the selection date. Notification will be by mail to the employee's address of record. Runs will be posted for review three (3) days prior to the selection date. Posting for review and run selection shall occur in the same calendar week.

- F. When and if additional work other than driving becomes available for transportation personnel, notice of such work will be posted by the Transportation Coordinator and each driver may apply for such work. Determination of added work assignments will be made by the Coordinator on the basis of ability and rotational seniority. In the event such work requires a particular expertise the Board may hire personnel from outside the bargaining unit.
- G. All temporary set-ups from four (4) to six (6) sessions shall be made on a rotational seniority basis with a refusal of a temporary set-up counting as a turn.
1. When a regular eight (8) session or hour driver notifies the Transportation Coordinator that he or she will be on Board approved leave for a period exceeding three (3) weeks then a driver with seven (7) or less sessions or hours shall take the absent driver's entire package on a rotational seniority basis until the absent driver returns.
 2. When a regular seven (7) session or hour driver notifies the Transportation Coordinator that he or she will be on Board approved leave for a period exceeding two (2) weeks then a driver with six (6) or less sessions or hours shall take the absent driver's entire package on a rotational seniority basis until the absent driver returns.
 3. When a regular six (6) session or hour driver notifies the Transportation Coordinator that he or she will be on Board approved leave for a period exceeding two (2) weeks then a driver with five (5) or less sessions or hours shall take the absent driver's entire package on a rotational seniority basis until the absent driver returns.
 4. When a regular five (5) session or hour driver notifies the Transportation Coordinator that he or she will be on Board approved leave for a period exceeding two (2) weeks then a driver with four (4) or less sessions or hours shall take the absent driver's entire package on a rotational seniority basis until the absent driver returns.
 5. When a temporary set-up to longer driving time occurs as described in sub-sections 1., 2., 3., or 4. above the driver who claims the longer run will remain on the run until the absent driver returns. The run vacated by the driver who is awarded the temporary set-up will be filled by a regular driver with less hours/sessions until the vacant position is a four-hour or session position. This four-hour or session position will be filled by a substitute or rotating driver.
 6. If a six (6) run hours or session package, which includes three (3) consecutive runs in the a.m. and three (3) consecutive runs in the p.m. becomes available within the school year, the next senior most driver, even if they

currently drive a six (6) hour/session run, which may include a midday run, would be eligible to bid. This would not be considered a lateral move as they would be upgrading their run to a more desirable route, i.e., from morning, mid-day, and p.m., to three (3) consecutive hours in the a.m. and three (3) consecutive hours in the p.m.

7. If a five (5) run hours or session package, which includes two (2) consecutive blocks of time, one in the a.m. and one in the p.m. becomes available within the school year, the next senior most driver, even if they currently drive a five (5) hours/session run, which may include a midday run, would be eligible to bid. This would not be considered a lateral move as they would be upgrading their run to a more desirable route, i.e., from morning, mid-day, and p.m., to two (2) consecutive blocks of time one in the a.m. and one in the p.m.

8. The positions which become vacant as a result of the transfers in sub-sections 6 and 7 above will be offered to the next senior six or five session or hour driver (respectively) who has less than six or five (respectively) sessions or hours. Rotational seniority will be followed until either someone accepts the vacated position or all drivers have been offered the position.

H. 1. Six (6) separate rotational seniority rosters shall be maintained for all drivers for each of the following: (1) Kindergarten, (2) Field Trips, (3) Out of State, (4) Athletic, (5) After School Activities and (6) Weekend Trips. When insufficient drivers are signed-up, the Transportation Coordinator shall first seek volunteers for the excess field trips. When insufficient volunteers are available the Transportation Coordinator shall have the right to assign additional drivers to the extra runs on the basis of seniority and qualifications.

a. Selection of after-school activity runs will be by the season, (fall, winter, spring) with drivers picking a season in seniority order at the start of the school year. A second season selection will be picked after all other drivers on the roster have made a selection.

2. Drivers must sign up to have their name included on the rotational seniority roster. Drivers may add their name to or withdraw from the rotating seniority rosters at any time during the year; withdrawals are for the balance of the school year. Three (3) consecutive refusals or missed turns other than for medical reasons will cause a driver's name to be removed from the rotational roster.

I. 1. All field trips and after-school runs shall be posted with the name of the assigned driver three (3) days prior to the date of the trip. Drivers will be assigned on the basis of the rotational seniority roster. Refusals shall count as a turn.

Field trip notification received by the Transportation Coordinator on less than three (3) days notice will be assigned on the basis of the rotational seniority roster and posted as soon as possible.

2. Field trip notices shall be posted at the Main Street Office bulletin board.
 3. All memos shall be posted at the Main Street Office bulletin board or given to drivers with their paychecks. Drivers on leave of absence will receive a copy of all memos by mail.
 4. Drivers may request, and shall receive, field trip monies prior to the trip.
- J. In the event a field trip or after-school run is cancelled after a driver has been assigned, the driver shall be offered the next available extra run. In the event the assigned driver is not notified of the cancellation prior to reporting for the run, the driver shall receive two (2) hours pay at the field trip rate.
- K. Drivers will be assigned a specific time to select their runs on run selection day. Selection for absent drivers shall be made by a driver designated by the absent driver.
- L. The Transportation Coordinator shall have the right to make additions to and deletions from assigned runs and assign or not assign first year drivers to extra runs. When the hours of an existing van run are expanded by one (1) or more hours, the run shall be offered to other drivers on a rotating seniority basis.
- M. The training schedule for all employees is as follows:
1. a. Eight (8) hours of Defensive Driving plus orientation every fourth year.
b. five (5) hours of other, including orientation in all years except the defensive driving year.
 2. Orientation is the day prior to start of school where the drivers get their routes. New drivers would be required to take the defensive driving course within the first year of employment, plus any training or school hours scheduled for that year (excluding defensive driving twice in one year).
 3. In addition to the above, new employees must attend two (2) hours of assertive discipline training without additional compensation during the first year of employment.
- N. Van drivers whose schedule requires work on days when the Manalapan-Englishtown Regional Schools are closed may take a personal day as long as arrangements for a substitute driver are completed prior to the personal day.

- O. In the event of a substantial change in any package, i.e., one or more hours or sessions added, that package will be posted. Kindergarten runs that are created after the start of the school year will be posted in accordance with the provisions of Article IV.
- P. Employees will be paid at their regular hourly rate for court time when required to appear in court as a witness for the Board.
- Q. All drivers (including those currently on lay-off) who were hired prior to July 1, 1991, will continue to be paid on the basis of Article IX, Sections B., C., D. and G. All drivers hired on or after July 1, 1991, will be paid on an hourly basis, four (4) hour minimum.
- R. All trips worked on Saturday or Sunday shall pay a minimum of three (3) hours.

ARTICLE XV

PROMOTIONS TO EXEMPT POSITIONS

In the event that an employee now covered by this Agreement is promoted to an exempt position, the Board agrees that any person so promoted by the Board shall retain seniority in his previous position for twelve (12) months.

ARTICLE XVI

SICK LEAVE

- A. The Board shall grant to each bus driver ten (10) days of sick leave per year at their normal daily rate of pay. Employees hired after the start of the school year shall receive one (1) sick leave day per month of employment until the end of the school year.
- B. The number of unused days in any year shall be accumulated from year to year without limit, as long as the employee's employment with the Board is continuous. A record of sick leave accumulation shall be issued to the employee at the end of the fiscal year.
- C. If an employee is injured during the course of employment, absence required by such injury as certified by a duly-licensed physician shall not be charged against the employee's accumulated sick leave.
- D. Sick leave pay for van drivers will be determined on the basis of the average hours worked during the preceding monthly pay period.
- E. Severance Pay

Employees shall be eligible to convert all accumulated sick leave to severance pay under the following conditions:

1. Employees who resign must have been employed for a minimum of five (5) consecutive years in the district. Employees who retire must have been employed for a minimum of three (3) consecutive years in the district. Retire means qualify for a PERS pension.
2. The length of a day for each driver shall be determined by the average contracted daily hours assigned to the driver during her/his last three (3) years of employment.
3. The severance pay shall be calculated on the basis of one-half (1/2) the number of accumulated sick leave days at the time of retirement/resignation times the per diem rate for substitute drivers in effect at the time of retirement.
4. The severance pay shall be paid by separate check within thirty (30) calendar days of retirement/resignation provided the notice is given by January 1st prior to retirement/resignation for budgetary purposes. Notification after January 1st will result in severance pay being paid by July 31st of the fiscal year following the retirement/resignation.
5. The maximum severance pay shall be \$4,000.

ARTICLE XVII

MISCELLANEOUS

- A. If any term, provision or condition of this contract is held to be unlawful, illegal or in violation of law in a final judgment the parties will negotiate in an effort to agree upon suitable substitutions therefore.

Therefore, if any of the provisions of this Agreement are adjudicated to be illegal, unlawful, or in violation of any existing law or law enacted during the term of the Agreement, no other portion, provision or article of this Agreement shall be invalidated. Nor shall such adjudication relieve either of the parties hereto from their rights and liabilities hereunder or limit the rights or liabilities of either of the parties hereto, except insofar as the same is made unlawful, illegal or in violation of the law.

- B. The provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours of work, and working conditions, except that rates of pay for new classifications are bargainable. Therefore, the Board and the Union, for the lifetime of the Agreement, each agree that the other shall not be obligated

to bargain collectively with respect to any subject matter referred to or governed by this Agreement, unless the Board and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

ARTICLE XVIII

SUBCONTRACTING

The Board will negotiate with the Union prior to any subcontracting of unit work that would lead to the elimination of existing positions or changes in working conditions.

ARTICLE XIX

PERSONAL LEAVE

- A. Leave of Absence with pay for personal, legal, business, household or family matters which require absence during working hours may be allowed on the following basis:
1. With respect to regular drivers, up to two (2) days per year for a prorated number of sessions determined by the number of sessions they were normally scheduled to work per day.
 2. Application for approval of personal leave shall be made to the immediate supervisor on the form provided for such purpose at least one (1) week before taking such leave (except in cases of emergency, where application shall be made as soon as possible after return to duty).
 3. Personal leave days shall not be consecutive and shall not be taken at the beginning or end of an approved holiday period. Granting of days of leave shall be in accordance with the operational needs of the school system as defined by the Superintendent or designee. The Board shall pay for personal leave days not used at the end of the year.
 4. In the case of critical illness in the immediate family a regular full-time employee may be granted up to a maximum five (5) days absence without loss of pay per year, provided that the Board receives medical certification that the illness is critical. The immediate family shall be defined as spouse, parent, child or sibling, or person residing in the same household.
 5. In the case of death in the immediate family as defined below, employees shall be granted leave up to a maximum of seven (7) consecutive calendar days, per occurrence, following the death without loss of pay. Exceptions may be granted with the

approval of the Superintendent or designee. The immediate family shall be defined as husband or wife, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren and grandparents and foster parents of the employee.

6. In the case of death of a relative other than in the immediate family such leave shall be granted only for the purpose of attending the funeral.
- B. Employees who are required to serve on jury duty will receive their full salary during the period of such service upon receipt of verification as to the amount received for jury duty, subject to their prompt remittance to the Board of an amount equal to the compensation paid to them for the jury duty.
- C. The Board may grant leaves of absence, with or without pay, for good cause.
- D. Upon twenty-one (21) days prior written request to the Transportation Coordinator a driver may be granted an unpaid leave of absence for up to a maximum of five (5) consecutive work days. The granting of leaves under this section shall be contingent upon the availability of a qualified substitute. Leaves under this section shall be limited to one driver at a time and shall be limited to one driver per month between December 1st and March 31st. Effective July 1, 1996, a driver shall only be allowed to take this type of leave once every two (2) years.

ARTICLE XX

UNION BUSINESS

- A. The Section Chairperson will be allowed time off as required for attendance at Local 225, Branch 4, Executive Board Meetings and for mutually scheduled grievance hearings and negotiation sessions. The Section Officers will be allowed time off, with no loss of pay, to attend mutually scheduled grievance hearings and negotiation sessions.
- B. Due consideration of the Board's work requirements shall be taken by the Union and not less than five (5) work days notice shall be given to the Board by the Union of the scheduling of a Local 225, Branch 4 meeting under this Article, except in unusual circumstances.
- C. Employees shall be granted an unpaid leave of absence for one or more years to serve as an elected officer of the Transport Workers Union of America, AFL-CIO. Such leave will coincide with the applicable term or duty of the office held. The Board shall continue to pay the employee's wages and benefits and shall be

reimbursed for salary by the Union. During such leave the employee will continue to accrue seniority.

- D. The Section Chairperson shall be informed of all disciplinary action against any members of the bargaining unit.

ARTICLE XXI

SEVERANCE

In the event of layoffs anticipated to exceed three (3) months in length the parties shall reopen negotiations concerning the terms of separation including severance and fringe benefits.

ARTICLE XXII

EXTRA PAY RATES

| <u>FUNCTION</u> | | <u>1994-95</u> | <u>1995-96</u> | <u>1996-97</u> |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------|----------------|
| Substitute | | \$14.20 | \$14.30 | \$14.40 |
| Motor Vehicle Inspection | The driver's regular hourly rate. During the school year (Sept-June) each driver will take his/her vehicle unless a volunteer is available. | | | |
| Washing Buses * | Exterior | \$15.00 | \$15.00 | \$15.00 |
| | Interior | 10.00 | 10.00 | 10.00 |
| Field Trips: | | | | |
| Within New Jersey | The driver's regular hourly rate for the first two (2) hours and the rate listed below thereafter. | | | |
| Outside New Jersey | The driver's regular hourly rate for the first three (3) hours and the rate listed below thereafter. | | | |
| Rates for Field Trips | | \$13.03 | \$13.61 | \$14.21 |
| Summer Driving | Effective with the close of the School year in June 1995, drivers will be paid the appropriate hourly rate for the function the driver is performing. | | | |

* Requires the advance approval of the Transportation Coordinator

ARTICLE XXIII

WAGE RATES

| A. | <u>1994-95</u> | <u>1995-96</u> | <u>1996-97</u> |
|-------------|----------------|----------------|----------------|
| Bus Drivers | \$ 15.23 | \$ 15.91 | \$ 16.60 |
| Van Drivers | \$ 14.93 | \$ 15.71 | \$ 16.60 |
| Mechanic | \$ 17.95 | \$ 17.95 | \$ 17.95 |

B. Longevity

All employees shall be eligible for longevity payments as follows:

1. Effective July 1, 1994, longevity payments will be:

\$175.00 at the conclusion of ten (10) full years of service and at the conclusion of each year thereafter until;

\$300.00 at the conclusion of fifteen (15) full years of service and at the conclusion of each year thereafter until;

\$325.00 at the conclusion of twenty (20) full years of service and at the conclusion of each year thereafter;
2. Effective July 1, 1995, the longevity payments will be:

\$200.00 at the conclusion of ten (10) full years of service and at the conclusion of each year thereafter until;

\$325.00 at the conclusion of fifteen (15) full years of service and at the conclusion of each year thereafter until;

\$350.00 at the conclusion of twenty (20) full years of service and at the conclusion of each year thereafter;

\$375.00 at the conclusion of twenty-five (25) full years of service and at the conclusion of each year thereafter.
3. Longevity payments shall be made by separate check in June of each year. The above amounts are not accumulative.

C. Overtime

All pay for extra work shall be paid twice a month on the 15th and 30th, provided the driver has timely submitted to the Transportation Coordinator a time sheet showing all extra work.

D. Permanent Rotating Drivers

Hours will be guaranteed on a monthly basis at the rate of four (4) hours times the number of work days in the month.

E. Payment for summer work shall be on the district pay days of each month.

ARTICLE XXIV

INSURANCE

- A. The Board will provide medical, surgical, major-medical and out-patient insurances through the State Health Benefits Program.
- B. The Board shall provide dental insurance coverage through the Delta Plan, Program 2B/Ortho 3.
- C. The Board will pay one hundred percent (100%) of the premium cost for employees enrolled in the medical and/or dental insurance programs. In addition, the Board shall pay ninety percent (90%) of the premium cost for any dependents the employee elects to enroll in the medical and/or dental insurance programs. The Board's cost shall be limited to the amount required for enrollment in the traditional insurance programs, any additional cost for enrollment in an HMO shall be borne by the employee.
- D. The Board agrees to reopen negotiations if any other union or organized unit achieves better insurance benefits than those listed above during the term of this Contract.
- E. The Board will provide hospitalization, surgical, major medical coverage with up to full family benefits for all retirees with twenty-five (25) or more years of enrollment in PERS effective upon receipt of retirement or disability pension. Deferred retirements are not included. Such benefits will be governed by the State Health Benefits Program.
- F. All employees shall be eligible for COBRA rights upon leaving the employ of the Board.

ARTICLE XXVII

DURATION

- A. This Agreement shall be effective as of July 1, 1994, provided the Board receives notification in writing from the Union to the effect that this Agreement has been duly ratified, and shall continue in full force and effect until June 30, 1997, and it shall automatically be renewed from year to year thereafter, unless notification be given in writing by either party to the other by registered mail at least sixty (60) days prior to the expiration of this Agreement that changes in the Agreement are desired.
- B. IN WITNESS WHEREOF, we have hereunto set our respective hands and seals, the day and year first above written.

MANALAPAN-ENGLISHTOWN REGIONAL
BOARD OF EDUCATION

TRANSPORT WORKERS OF
AMERICA, AFL-CIO
LOCAL 225, BRANCH 4

By *Annelle Benedetto*
President

By *William J. Ernst*
President

By *Joseph Perminio*
Secretary

By *Debra H. Lindstrom*
Chairperson

By *Michael T. O'Brien*
International
Representative