



An Agreement

Between the

TOWNSHIP OF OCEAN

BOARD OF EDUCATION

and the

TOWNSHIP OF OCEAN

BUS DRIVERS' ASSOCIATION

For the 2006-2007, 2007-2008, 2008-2009 School Years

INDEX

Article 1	Recognition	3
2	Negotiation Procedure	4
3	Grievance Procedure	5-6
4	District Rights.....	7
5	Association Rights.....	8
6	Definitions.....	9-10
7	Employee Evaluation	11
8	Sick Leave	12
9	Additional Leave	13
10	Catastrophic Illness/Injury Leave.....	14
11	Temporary/Extended Leave of Absence.....	15
12	Seniority	16
13	Discipline & Dismissal	17
14	Compensation.....	18-19-20
15	Fringe Benefits	21
16	Salary Deduction/Payment.....	22
17	Miscellaneous Provisions.....	23-24
18	Certification of Agreement.....	25

Article 1

RECOGNITION

- A. The Township of Ocean Board of Education (the Board) recognizes the Township of Ocean School Bus Drivers' Association (the Association) as the sole and exclusive representatives for collective negotiations concerning the terms and conditions of employment for all contractual school bus drivers.
- B. Specifically excluded from this agreement are the transportation supervisor, dispatcher, secretaries, mechanics, substitute drivers, and anyone else whose primary function is other than that of a contractual School Bus Driver.
- C. Unless otherwise indicated, the term "employee" when used hereafter in the agreement shall refer to all employees represented by the Association.

Article 2

NEGOTIATION PROCEDURE

- A. In accordance with State Law the parties agree to enter into negotiations in good faith effort to reach agreement concerning the terms and conditions of employment.
- B. Early May of the last year of this contract the Association shall meet with the Board or its representatives to present all demands and determine the date of commencing of negotiations by the representatives.
- C. During negotiations, Association representatives shall meet as requested for the purpose of clarification of financial details, contractual meaning and the matters affecting the bus drivers with Board representatives, Superintendent or the School Business Administrator.
- D. Facts, opinions, proposals, and counter proposals will be exchanged freely during the meeting or meetings, in an effort to reach mutual understanding. Upon request and at reasonable times the board shall make available to the Association for inspection, all pertinent records, data, and information of the Township of Ocean Board of Education, which are within the public domain.
- E. All meetings between the parties shall be regularly scheduled, whenever possible, to take place during the school year when the employees involved are free from assigned duties.
- F. The Board agrees not to negotiate with any employee organization other than the Association as the representative pursuant to State Law, for the duration of this Agreement.
- G. This Agreement incorporates the entire understanding of the parties on the matters, which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement unless otherwise specified in this agreement.
- H. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the representatives before they are established.
- I. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Article 3

GRIEVANCES

A. PROCEDURE

1. A grievance shall mean a complaint by an employee or the School bus drivers' association that there has been a personal loss or inequity because of a violation, misinterpretation or misapplication of policy, agreement or administrative decision to the individual or the Association.
2. A grievance to be considered under this procedure must be initiated within thirty calendar days of its occurrence, within the knowledge of the aggrieved, but under no circumstances will a grievance be processed if six months have elapsed since its actual occurrence.
3. The purpose of the process is to secure equitable solutions to grievances at the lowest possible level. Both parties agree that these procedures shall be kept as informal and confidential as may be appropriate at any level of the procedure.
4. All grievances shall be processed as quickly as possible, and every effort will be made to expedite this procedure. However, time limits can be extended by mutual agreement of the parties involved.

B. PROCESS

1. Any employee or group of employees, who have a grievance shall discuss it first with the Transportation Supervisor, and attempt to resolve it informally. Then if the situation is not resolved, a formal written grievance will, within five work days, be submitted to the Transportation Supervisor, and the Supervisor has five work days for a written response to the grievance.
2. If, as a result of the discussion with the supervisor, the matter is not resolved to the satisfaction of all involved, then within five work days, the grievant shall set forth in writing to the Business Administrator, the following:
 - a) The nature of the grievance and injury, loss or inequity suffered.
 - b) The results of the attempt to settle the issue with the Supervisor.
 - c) Their dissatisfaction with decisions previously rendered.
3. The School Business Administrator shall notify the grievant, Superintendent, and Transportation Supervisor of a proposed meeting date. The parties, or their representatives, shall meet and attempt to resolve the issue. If there is still no satisfactory resolution, the Board of Education will be the final arbiter. The grievant, or their representative, may present their view to the Board.
4. All employees, administrators and/or the Board may have representatives or witnesses of their choice in attendance at all levels of the grievance procedure.

5. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
6. No reprisals of any kind shall be taken by the Board or any member of the Administration against any party in interest, any representative, any member of the Association or its committees, or any other participant in the grievance procedure by reason of such participation. Also, no reprisals of any kind shall be taken by an employee against any party in interest, any representative, any member of the Board of education or its committees, or any other participant in the grievance procedure by reason of such participation.

Article 4

DISTRICT RIGHTS

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations to do the following:
- 1) to direct employees of the school district
 - 2) to hire, promote, transfer, assign and retain employees in positions in the school district, and for just cause to suspend, to demote, discharge or take other disciplinary action against employee.
 - 3) to relieve employees from duty because of lack of work or for other legitimate reasons
 - 4) to maintain the efficiency of the school district operations entrusted to them
 - 5) to determine the methods, means and personnel by which such operations are to be conducted
 - 6) to take whatever actions might be necessary to carry out the mission of the school district in situations of emergency.
- B. Participation by any member of the association in a refusal to perform assigned duties shall be just cause for disciplinary action. Such action asserted by the Board or its Administration shall be proper subject matter for the grievance procedure as contained in Article 3.
- C. It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any right or powers granted by law.
- D. The District reserves the right to utilize all drivers for emergency situations that require safe and timely transportation of students. Situations covered by this right, include but are not limited to:
- 1) Assignment of beepers and pagers.
 - 2) Coverage of routes/trips not scheduled through Supervisor of transportation but necessary for school operations.

Article 5

ASSOCIATION RIGHTS

- A. The Association and its representatives shall be permitted to transact official business on school property at all reasonable times provided it does not interfere with normal school operations.
- B. The Association and its representatives shall have the right to use drivers' room for meetings provided that approval has been secured from the building supervisor and approval shall not be unreasonably withheld.
- C. The Association shall have a bulletin board in the drivers' lounge, placed in a mutually agreed upon location.
- D. State law will regulate the privatization of the entire transportation department function, and notification of any such changes shall be given to the drivers association ninety days before inception.

Article 6

DEFINITIONS

For reasons of this Agreement definitions are as follows:

A. Contractual Driver:

A driver employed to work regularly while schools are in session.

B. Mini Bus Driver:

A driver assigned only to transport handicapped, classified, or vocational students on a regular basis, between the hours of 6:30 am and 4:00 pm, of the Ocean Township instruction year calendar.

C. Substitute Driver:

A driver hired on a per diem basis.

D. Work Year:

Shall be the Instructional Year as defined by Board Resolution for the Township of Ocean School District. It shall include any additional days required due to school closings above and beyond the defined contractual year.

E. Work Day:

A work day shall constitute the time in which he/she shall complete his/her assigned bus routes between 6:30 am and 9:00 am and routes between 1:30 pm and 4:00pm(excluding mini bus drivers). This shall also include 15 minutes prior to and after normal driving time of the Ocean Township instructional calendar with the exception of scheduled changes, meetings/workshops, and emergencies. Any increase in bargaining unit work hours will be negotiated. Newly hired bus drivers will also have a mid-day or kindergarten route included in their schedule. As seniority increases he/she will discontinue these routes and will be available for field trip schedule.

The work week will not exceed a 35 hour week or a 7 hour work day for all drivers. Any hours worked over 35 hours per week and/or hours worked as detailed in Article 14 will be considered overtime.

Two new incoming contract drivers shall be added to the kindergarten run schedule for the purpose of stand-by availability. There will be a morning stand-by position from 6:30 a.m. to 11:15 a.m. and an afternoon stand-by position from 11:15 a.m. to 4:00 p.m. excluding an employee's regularly scheduled runs.

F. Field Trips:

Field Trips shall be assigned to all eligible drivers starting with the least senior drivers, on up, on a rotating basis. Drivers will maintain their position on the list when trips are canceled. They will not have to make up trips when absent for two weeks or more. A tally sheet shall be continually posted as trips are completed. All field trips will be scheduled to return **one hour** before a driver's regular scheduled run. Field trips will be covered by a substitute when the assigned driver is absent on that day. The field trip list shall be posted on the Thursday before the trips are to occur.

Article 7

EMPLOYEE EVALUATION

- A. The Transportation Supervisor or other administrator shall conduct all monitoring and observation of the work performance of an employee openly and with the full knowledge of the employee. An evaluation shall be conducted at least once a year using an evaluation form developed by the District.
- B. Annually, upon two (2) school days' notice, an employee shall have the right to review the content of their personal file and to make copies of non-confidential file materials at their own expense. No more than two (2) employees, on any one-day, shall be given such review rights and no materials shall be removed from the file. An employee shall have the right to submit a written answer to any material contained in their file and have it attached to such material.
- C. Any material which is of a derogatory nature and which is to be placed in the personnel file shall be reproduced and a copy given to the employee involved.
- D. The elements/criteria for evaluation shall include, but not be limited to:
 - 1) Attendance
 - 2) Accidents
 - 3) Discipline Record
 - 4) External Driving Record
 - 5) Performance
 - 6) Working relationships with fellow employees
 - 7) Township of Ocean Bus Drivers' Handbook.

Article 8

SICK LEAVE

- A. Loss of a day's pay for absence other than stipulated in this agreement shall be computed as 1/190 of the annual salary.
- B. Each employee shall receive a written accounting of the accumulated sick leave days they have accrued no later than September 30 of each school year.
- C. All contract drivers are allowed ten days' leave annually for personal illness without loss of salary. Sick leave is defined as absence because of personal disability due to illness, injury or quarantine.
- D. Unused sick leave will accumulate with no maximum set on the number of days which may carry over from year to year except that no Driver may increase his/her accumulated leave by more than ten days in any school year except by the addition of unused personal days.
- E. An employee who retires after July 1, 2000 will receive \$40.00 per unused sick day, up to a maximum of 200 days. Filing for a "deferred retirement" with the pension plan does not qualify as retiring.

Article 9

ADDITIONAL LEAVE

A. PERSONAL

Ten-month contract drivers shall be allowed three personal days annually with full pay, to be used as whole days for personal business which cannot be accomplished at any other time. Requests for personal leave shall include an explanation of the purpose for the leave. No personal leave shall be granted immediately prior to or subsequent to a school holiday except in an emergency or in extenuating circumstances. The superintendent shall have sole discretion to grant a personal day for reasons other than in an emergency or in extenuating circumstances immediately prior to or subsequent to a school holiday.

Unused personal days will be converted to sick leave.

B. BEREAVEMENT

Employees shall be allowed bereavement leave according to the following schedules:

Five Days

Husband
Wife
Children
Father
Mother
Brother
Sister
Grandparents
Mother-in-law
Father-in-law
Son-in-law
Daughter-in-law
Any member of same household

Two Days

Sister-in law
Brother-in-law
Aunt
Uncle
First Cousin
Niece
Nephew

C. EDUCATIONAL LEAVE

Educational leave days will be granted by the Superintendent of Schools to employees when such leave will be a direct benefit to the employee and the school system. Educational leave will not count against an employee's emergency leave days.

Article 10

CATASTROPHIC ILLNESS/INJURY LEAVE PLAN

(Non-work Related)

Pursuant to NJSA 18A: 30-6, the Board of Education has the discretionary authority, on a case-by-case basis, to continue the pay of an employee who has exhausted his/her accumulated sick leave as a result of a prolonged absence from work due to illness or injury and would be in a non-pay status, In furtherance of its authority, the Board establishes the following guidelines for its Catastrophic Illness/Injury Leave Plan:

1. Only an employee who has exhausted or will exhaust his/her accumulated sick leave as a result of a prolonged absence caused by a catastrophic illness or injury will be given consideration for additional leave with pay. As part of its review, the Board will take into account the frequency of intermittent use of sick days over the course of employment by the employee in question.
2. A bank of days which can be used for extending leave with pay will be established to which employees may donate a personal day to be used by the Board in the event that it grants an application for additional leave with pay.
3. Ordinarily, an employee may contribute only one personal day to the bank of days. However, in a given case, the Board may authorize and request that additional personal days be donated.
4. The donation of personal days by employees shall be made on a form developed by the Board at the following times:
 - a. Beginning of the year (Sept 1 - Sept 10)
 - b. Mid year (January 1 - January 15)
 - c. Two weeks after the Board has granted such leave to an employee

A day donated may not be withdrawn during the school year, However, if it is not used, it will be deemed lapsed and no longer available in the bank of days unless the donation is renewed at the beginning of the following school year, The lapsed day will be restored to the donating employee in the form of a sick day in accordance with Article 8 of the Agreement unless it is re-donated.

5. An employee who is seeking additional paid leave under this Plan shall submit a written request therefore to the Superintendent of Schools. The request shall outline the nature of the medical problem, provide medical verification signed by a licensed physician and shall set forth the length of the leave requested. The Board may require additional medical information and may require a medical evaluation by a physician of its own choice, such evaluation will be at the expense of the Board.
6. The Board will act on the request no later than the second regularly scheduled board meeting following receipt of the request.

Article 11 TEMPORARY/EXTENDED LEAVE OF ABSENCE

A. MILITARY LEAVE

Military leave shall be granted to regularly employed staff members and shall not break the employment continuity and the time of military service shall count toward accrued time in obtaining longevity. Military leave is covered in the statutes and the Board's proposal on this leave shall conform to the existing laws pertaining to military leave.

B. FAMILY LEAVE

Federal and state laws and Board policy will govern family leave.

C. LEAVE OF ABSENCE

Leaves of absence without pay may be granted at the discretion of the Board of Education.

Article 12

SENIORITY

- A. "Seniority" status is secured by length of service to employees covered by this contract to which certain rights, hereinafter are defined.
- B. The seniority list will be maintained by the Transportation Supervisor and will be kept current. The list will be posted in the drivers' room.
- C. An Ocean Township substitute driver accepting a contract shall have seniority status above a new hire contract driver, when offered a contract at the same time.
- D. Seniority will be used as a primary factor in the assignment of new buses, open runs, overtime, permanent overtime runs, mid-day or field trips, and any other positions recognized in Article 1. Hourly employees will be assigned runs before salaried employees on a seniority basis.
- E. In the event of a reduction in force, seniority will be the determining factor. Layoffs will be from junior drivers to senior drivers. New positions will be offered to the last driver laid off.

Article 13

DISCIPLINE & DISMISSAL

- A. No employee shall be discharged or suspended except for just cause.
- B. New Employees will serve a six (6) month probationary period. Any employee may be dismissed during the probationary period without prior warning. Each employee shall receive a written evaluation from their immediate supervisor ninety-days (90) after the beginning of their employment.
- C. For any action of an employee that does not call for immediate dismissal or suspension, the following shall apply:
 - 1) First offense: Verbal warning by Supervisor
 - 2) Second offense: Written warning by the Supervisor.
 - 3) Third offense: Three days suspension without pay.
 - 4) Fourth offense: Dismissal
 - 5) One (1) year of good behavior will remove second offense written warning. Two (2) years of good behavior will remove third offense written warning.
 - 6) A driver found guilty of a moving violation, while driving a district vehicle, as a first offense, will be treated as a second offense. Defensive Driver courses will be required.

Article 14**COMPENSATION****A. SALARY GUIDE**

All new drivers will start on step one of the Hourly Salary Guide.

B(1). SALARIED CONTRACT DRIVERS

Step	2006-2007	2007-2008	2008-2009
7	21,700		
8	22,000	23,000	
9	22,800	23,300	24,200
10	23,500	24,100	24,500
11	24,000	24,800	25,300
12	24,600	25,300	26,000
13	25,100	25,900	26,500
14	25,700	26,400	27,100
15	26,200	27,000	27,600
16	26,700	27,500	28,200
17	27,200	28,000	28,700
18	27,700	28,500	29,200
19	28,200	29,000	29,700
20	28,700	29,500	30,200
21	29,200	30,000	30,700
22	29,700	30,500	31,200
23	30,200	31,000	31,700
24	30,700	31,500	32,200
25	31,200	32,000	32,700
26	31,700	32,500	33,200
27		33,000	33,700
28			34,200

B(2). HOURLY CONTRACT DRIVERS

Salary based upon regular assigned runs, pre and post trip inspections, field trips and meetings as stated in article 17C.

Step	2006-2007	2007-2008	2008-2009
1	18.50	18.75	19.00
2	19.50	19.75	20.00
3	20.75	20.90	21.00
4	22.00	22.05	22.10
5	23.50	23.55	23.60
6	25.00	25.05	25.10
7	26.25	26.30	26.35
8	27.50	27.55	27.60

C. OVERTIME

- 1) All overtime for all contract drivers will be from 4 PM on Weekdays and all times on Weekends, and Holidays, except summer activities completed from July 1 to August 31, at the rate of 1 ½ times the Driver's hourly rate.
- 2) All trips after 3:45 PM will be offered to Contract Drivers.
- 3) Minimum time for overtime trips is 2 hours, unless notified of cancellation before reporting to work.
- 4) For scheduled overnight trips, attempts will be made to accommodate a contract driver, if possible, who is unavailable, due to run schedule, to take an overtime trip, by covering their run. If this is not feasible they will be skipped and offered the next trip.
- 5) All trips before 3:45 pm will be offered to substitute drivers first.
- 6) All overtime for salaried drivers will be paid at one and one-half times the base pay. Hourly rates are based on 6-hour day and 190 days per year.
- 7) Hours for Hillel (not rotated) overtime will be:
 - 4PM Run = 1 hour overtime
 - 4PM and 4:30 PM Runs = 1 ½ hours overtime
 - 5PM Hillel High School Run = 2 hours overtime
- 8) Intermediate Late Runs (not rotated) will be: 4:10 PM = 1 hour overtime
- 9) Library Late Runs (not rotated) will be: 5PM = 1 hour overtime
- 10) All overtime, except where noted otherwise, will be done on a seniority, rotating basis. Drivers will maintain their position on the list when runs are cancelled or driver is absent.
- 11) Hours for fixed (not rotated) overtime will be a minimum of one hour or actual time worked.
- 12) Times listed in this section will change proportionally if the Board approved school day hours of operation are shifted.
- 13) Any contract driver receiving permanent fixed overtime will not be eligible for the rotating overtime list.
- 14) A separate list will be maintained for straight time and covered fixed overtime.
- 15) A tally sheet shall continually be posted for overtime, both for trips and covered fixed runs.
- 16) All overtime will be submitted on the pink overtime sheet, and submitted to the office on the last day of each month.
- 17) Any driver on the rotating fixed list, who is unavailable at the time of the next run, will be skipped and placed at bottom of list.
- 18) All bus runs that need to be covered when Ocean Township Schools are closed, are to be covered on a voluntary basis by contract drivers first on a seniority basis and will be considered overtime at straight time rate.

D. ADDITIONAL COMPENSATION

Drivers of vans and mini buses will receive a \$700 stipend for transporting classified or handicapped special education students. This shall include all drivers who are currently receiving the stipend as long as they continue to drive a van or mini-bus run.

E. REIMBURSEMENT FOR LICENSE ENDORSEMENT COSTS

Drivers will be reimbursed for the cost of renewal of their “CDL with passenger” license endorsement when it is due as well as the cost for any and all endorsements required for the license and for fingerprints as required by law.

F. ADDITIONAL WORK DAYS

Drivers with split schedules (those with both Ocean Township and non-public school runs) shall be paid for extra days as they occur. Non-public runs done when Ocean Township Schools are closed during the Ocean Township school year will be paid at straight time rate. Split schedule drivers shall be paid for days worked beyond the number of days in the defined work year. This pay will be at the driver’s current hourly rate and there will be a minimum of two hours each for AM and PM runs. Summer work not related to split schedules, will be paid at the driver’s hourly rate or the substitute rate, whichever is greater.

All drivers will work total # of days as per official calendar as defined in Article 6D (work year).

All drivers will be available to work for a full day during the Township of Ocean regular school calendar as per Article 6 E (work day). Substitute drivers shall be used first and then contract drivers on call shall be used on a rotating basis.

G. NON-ASSIGNED RUNS COVERAGE:

Contract drivers covering a run between the hours of 6:00am and 4:00pm due to driver absenteeism from a run shall be compensated at the driver’s hourly rate of pay. This coverage shall be on a voluntary basis rotating by seniority, with a minimum of 1 hour pay.

H. OVERTIME/FIELD TRIP PROCEDURES

Overtime/field trip assignment procedures will be mutually developed and followed. As detailed in **Addendum A**.

Article 15

FRINGE BENEFITS

A. HEALTH INSURANCE

During the term of this agreement the health benefits program for eligible bus drivers will be consistent with the health benefits program of other groups in the District. During the term of this agreement any cost to the employee for health benefits will be consistent with the cost of health benefits of other groups in the district.

If changes occur, all eligible employees shall sign for, and receive in writing a copy of changes when they occur.

The Board reserves the right to change the carrier for a comparable program from another provider when such a change is deemed necessary due to increased costs. If such a change occurs, the Board will meet with bus driver representatives to discuss said changes.

Only full time employees, who are covered by this contract, who work twenty hours or more per week are eligible for employer paid benefits.

Declined coverage: employees, who can substantiate alternate health coverage and wish to decline the district's health coverage, shall receive alternate compensation consistent with the annual amount paid to members of other groups. Payments will be added to the employee's regular paycheck. It will be prorated for personnel electing this option after July 1st of any particular fiscal year. Election will have to be made thirty days in advance.

A section 125 plan will be made available to all employees.

Article 16

SALARY DEDUCTION/PAYMENT

A. The Board of Education shall agree to make authorized salary deductions for the following organizations in accordance with the Federal and State Law and for which deductions are currently being made at the present time:

- 1) Mon-Oc Federal Credit Union
- 2) Public Employees Retirement System - Pension Deductions
- 3) Public Employees Retirement System - Contributory Life Insurance
- 4) Public Employees Retirement System - Supplemental Annuity Program
- 5) Public Employees Retirement System - Tax Sheltered Annuity Program
- 6) Private Tax Sheltered Annuity Contracts (currently approved companies)
- 7) Section 125 deduction
- 8) Long Term Care Insurance
- 9) Health Care Contributions

Finally, all such deductions shall be made in compliance with Chapter 310, P.L. 1967 (N.J.S.A. 52:14-12.9e) and other rules established by the State Department of Education.

B. PAYMENT OF RUNS

- 1) Drivers shall be paid twice a month for all assigned work as of the opening day of school, as per the pay schedule.
- 2) All monies due drivers for extra work noted on the weekly voucher system will be paid according to the District's pay schedule.
- 3) A reasonable attempt will be made to reimburse drivers for legitimate petty cash expenditures within two working days of request.

Article 17

MISCELLANEOUS PROVISIONS

- A. Whenever any notice is required to be given to either of the parties to this agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
- 1) If by Association, to the Board at 163 Monmouth Road,
Oakhurst, New Jersey
 - 2) If by Board, to Association at the home of the lead representative who shall be required to keep his/her address on file with the Board Secretary.
- B. Copies of this Agreement shall be reproduced at the expense of the Board after agreement with the Association within thirty-days (30) after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed or considered for employment by the Board.
- C. Drivers may be required to attend professional meetings, but not more than twice a month to include all make up sessions, unless and emergency exists as determined by the Superintendent. Such meetings shall be scheduled for mid-day unless an emergency exists as determined by the Superintendent.
- D. All drivers shall be entitled to a 30 minute lunch period during the hours normally used for lunch periods in the schools. Drivers on class trips shall be allowed time for lunch after the return from trips.
- E. Only medically trained people will be responsible to administer and/or monitor any medically necessary equipment and/or medications for any passengers.
- F. All drivers will recognize the vehicles are the property of the District and will not use them to transport any unauthorized personnel or goods at any time.
- G. Substitutes
- 1) (a) Rate of pay for substitute drivers with five years or less in the Township of Ocean School District.
2006-07 \$16.75 per hour – two-hour minimum per day
2007-08 \$16.75 per hour - two-hour minimum per day
2008-09 \$17.00 per hour - two-hour minimum per day
(b) Rate of pay for substitute drivers with more than five years of longevity* in the Township of Ocean School District.
2006-07 \$17.00 per hour – two-hour minimum per day
2007-08 \$17.25 per hour – two-hour minimum per day
2008-09 \$17.50 per hour – two-hour minimum per day
*One year of longevity is accumulated with a minimum of 90 work days in any one school year.
 - 2) Substitute drivers have no guarantee that they will be selected to fill the next contracted driver opening.

- 3) Substitute drivers who are offered a contracted driver position are considered “new employees”.
Substitute drivers who are offered a contracted driver position will be placed on the first step of the Hourly Salary Guide.
- H. If available, on or before ten days prior to re-opening of schools, the transportation Supervisor will make available to the Association a list of the bus assignments and run assignments.
- I. Drivers are to be given one week to appeal in writing, their assignments. They will continue to drive the assignment until a decision is reached. Appeal shall be made to the Supervisor. A decision must be made within 30-days of the appeal date.
- J. The Supervisor of Transportation, or his/her designee, shall provide all new contract drivers with sufficient training for them to understand their duties and responsibilities as a Bus Driver. All new contract drivers will be provided a copy of the Association contract and a Bus Driver’s Handbook.

Article 18

CERTIFICATION OF AGREEMENT

A. This agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2009. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective representatives and their corporate seals to be placed hereon, all on the day and year first above written.

FOR THE ASSOCIATION:

ATTESTED:

By: _____
Lawrence Cross

ATTESTED:

By: _____
Robert Paglia

ATTESTED:

By: _____
John Balzarano

FOR THE BOARD OF EDUCATION:

ATTESTED:

By: _____
Anne Marie Sparaco, Board President

ATTESTED:

By: _____
Michael Beson, Negotiations Committee Chairperson

ATTESTED:

By: _____
Kenneth Jannarone, School Business Administrator