



A G R E E M E N T

between

FREEHOLD TOWNSHIP BOARD OF EDUCATION

and the

**TRANSPORT WORKERS UNION
OF AMERICA, AFL-CIO**

LOCAL 225 BRANCH 4

July 1, 2004

through

June 30, 2007

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PREAMBLE

THIS AGREEMENT entered into as of the First of July 2004, by and between the Board of Education of Freehold Township, New Jersey, hereinafter called the "Board", and the Transport Workers Union of America, AFL-CIO, and its Local 225 Branch 4, hereinafter called the "Union".

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**

In accordance with the provisions of the New Jersey Employer-Employee Relations Act, the Freehold Township Board of Education hereby recognizes the Transport Workers Union of America, A.F.L.-C.I.O., Local 225 Branch 4, as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for the following unit certified by the New Jersey Public Employment Relations Commission, Docket No. RO-92-111.

Unit: All regularly employed bus and van drivers and transportation attendants employed by the Freehold Township Board of Education. There will be no separate determination between bus and van attendants.

Excluded: Substitute bus drivers and van drivers, substitute attendants, managerial executives, confidential employees, professionals, craft employees, police and supervisors within the meaning of the Act.

ARTICLE II **NEGOTIATIONS PROCEDURE**

- A. Prior to the ending date of this Agreement but not less than sixty (60) days pursuant to the regulations of the New Jersey Public Employment Relations Commission, the parties shall confer at mutually agreed upon times and places, for the purpose of effectuating, if possible, a new or a continuation of the within Agreement.
- B. This Agreement incorporates the entire understanding of the parties on all matters that were or should have been the subject of negotiations. 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 the parties at the time they negotiated or executed this Agreement.

- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing and duly executed by both parties.

ARTICLE III
EMPLOYEE RIGHTS

- A. Pursuant to N J S A 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 Board shall not discriminate with regard to hiring, promotion, job assignment, or other conditions of employment because of race, age, sex, creed, color, national origin, or Union activity. Nothing contained in this Agreement shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.
- C.
 - 1) No employee shall be disciplined without just cause.
 - 2) Whenever an employee is required to attend a meeting before a supervisory or administrative staff, which meeting may result in disciplinary action against the employee, that employee shall be given advance notice of the meeting and of its' disciplinary nature and advised of his right to be represented by the Union at the meeting. This provision is not intended to apply to fact gathering inquires by supervisory or administrative staff.
- D. Whenever an employee is required to appear before the Board or any committee or any member thereof concerning any charge or inquiry into a matter which could adversely affect the continuation of that employee in his position or employment, then he shall be given prior written notice of the reasons of such meeting or interview and shall be entitled to have a representative of his union in attendance during such meeting or interview.
- E. 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 there from 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.)

- F.
1. Employees are to be notified in writing of the results of their evaluations. All formal observations of the work performance of the employee shall be conducted openly and with full knowledge of the employee. The employee shall sign a copy to acknowledge receipt only; the employee shall be permitted to write his/her comments as to any areas of disagreement.
 2. Employees shall receive a copy of any and all materials placed in their personnel file and/or working file. Employee shall be entitled to attach a response to reprimands, complaints, or any other material to be placed in their personnel file and/or working file. Employee must be informed where formal documentation will be filed.
 3. With prior appointment, employees shall have the right to review the contents of their personnel file or working file. Upon request, employees shall be entitled to a copy of any material contained in their personnel file.
- G. Any dialogue between employer and employee is to be conducted in a professional manner. All matters or criticism are to be addressed in confidence with the individual.

ARTICLE IV
BOARD 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 Freehold Township Board of Education and its properties and facilities and the activities of its employees.
 2. To hire, assign, promote, transfer from shifts, and retain employees covered by this agreement with the Board or to suspend, demote, discharge, or take disciplinary action against employees; to make work assignments, work and shift schedules, including overtime assignments; to relieve employees from duties because of lack of work or other legitimate reasons; to maintain the efficiency of the Board operations; to determine the methods, means, and personnel by which such operations are to be conducted.
 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. 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 V
UNION RIGHTS AND PRIVILEGES

- A. The Union Chairperson shall be informed of all disciplinary action against any members of the bargaining unit.
- B. 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.
- C. The Board shall provide space for a Union bulletin board in a reasonable accessible place for Union notices.
- D. 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 requested place of all such meetings and the Union shall seek approval for the use of the building from the business office.
- E. 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 be given 30 days notice of said leave of absence. The Board shall make every effort to accommodate the employee in unusual circumstances. The Board shall continue to pay the employee's wages and benefits and shall be reimbursed for salary and benefits by the Union. During such leave the employee will continue to accrue seniority. Said leave to be subject to the Rules and Regulations of the Public Employees Relations Commission.
- F. 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 VI
UNION SECURITY

- A. The Board shall deduct from the wages of employees and remit to the Secretary-Treasurer of the Union regular membership dues, for those employees who sign authorization cards permitting such payroll deductions. Deductions shall begin within 30 days of receipt of notification by the Business Office.
- B. For any employee in the bargaining unit who has not signed a dues deduction authorization card after thirty (30) day of employment, the Board will deduct from all such employees, an Agency Fee and/or Maintenance Fee charge, not to exceed eighty-five (85%) percent of the regular dues, each month at the time the regular dues are deducted and remit such Agency Fee and/or Maintenance Fee charge to the Secretary-Treasurer of the Union
- C. The Board shall deduct from the wages of employees and remit to the Secretary-Treasurer of the Union the amount specified from employees who voluntarily authorize monthly contributions on the forms provided for that purpose by the TWU Committee on Political Education (COPE).

- D. The Union will indemnify and save harmless the Board from any and all claims and disputes that may arise out of or by reason of action taken by the Board in reliance on the authorization of deducted monies in behalf of the Union.

ARTICLE VII
GRIEVANCE PROCEDURE

- A. A grievance shall mean a complaint by a member of the bargaining unit that there has been to him or her misinterpretation or misapplication or violation of the terms of the Agreement.
- B.
1. Level One: The grievant shall with or without a Union Representative present the grievance informally to the grievant's immediate supervisor within ten (10) working days of the occurrence. This discussion shall be an attempt to resolve this matter informally. Within ten (10) days from the date of the meeting between the grievant and the employee's immediate supervisor, a grievance may be submitted in writing to the immediate supervisor by the grievant with or without a Union Committee Representative. Within ten (10) school days thereafter, a written reply shall be given by the supervisor to the grievant and Union Committee representative.
 2. Level Two: Within ten (10) school days from receipt of the Supervisor's reply, the Union may submit the grievance in writing to the School Business Administrator. He and/or his representative shall meet within ten (10) school days after receipt of the grievance with the grievant and his/her Union Representative to discuss the matter. The School Business Administrator shall send his decision in writing to the Union within ten (10) school days after the grievance meeting.
 3. Level Three: Within ten (10) school days after receipt of the decision, if the grievance is still unresolved, the matter may then be submitted to the Board Secretary for review by the Board. The Board of Education in its sole and absolute discretion may request that the grievance be jointly considered by the Union's grievance committee and the board of such subcommittees as either shall designate. The Board, may at its option, hold a hearing with the grievant and the Union and shall answer such grievances in writing no later than five (5) school days following the Board of Education's next regular meeting after receipt of such grievance at its previous regular meeting; if the Board elects not to review the grievance under this provision, it shall notify the grievant and the Union in writing no later than one day after the decision has been made.
- C.
1. Within twenty (20) school days after receipt of the Board reply, any grievance processed under this Article through the above levels, which cannot be resolved satisfactorily after going through the foregoing procedures, may be submitted by either the Union or the Board in writing to the New Jersey Public Employment Relations Commission for arbitration.
 2. The arbitrator so selected shall confer with the representatives of the Board and the Union and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the submission of briefs, or if oral hearings have been waived, then, from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues

submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of the Agreement. The decision of the arbitrator shall be submitted to the Board and the Union and shall be final and binding on the parties.

3. The cost for the services of the arbitrator shall be borne by the losing party to the arbitration. Any other expenses incurred shall be paid by the party incurring the same.
- D. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved employee 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 an acceptance of the decision rendered at that step.
- E. It is understood that employees shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance has been fully determined.
- F. A formal grievance form shall be utilized which is attached to the full collective bargaining Agreement. (Appendix A)
- G. When school is closed during the months of July and August, business days shall be used between Levels of the grievance procedure instead of school days.

ARTICLE VIII **SENIORITY**

- A. Seniority for the purpose of this Article shall be based upon an employee's continuous length of service within the bargaining unit, for each classification, from the date of Board's action appointing the employee. There shall be a single seniority roster for each classification (i.e. drivers and attendants). If an employee moves between classifications, bid rights will begin from the date of such change.
- B. Effective upon ratification of this Agreement, when two or more employees commence their employment on the same date, the tiebreaker for their respective seniority shall first be determined by their time of service as a substitute in the affected classification for the Freehold Township Board of Education. For drivers, in the event that a tie still exists, the driver with the earliest issue date on their CDL, Bus 1, or Bus 2 license will be the senior. This does not alter the seniority of the current workforce.
- C. All new employees must serve a one (1) year probationary period. During such period the Board has the right to terminate such employee without grievance or arbitration.
- D. Should the Board determine that a layoff 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 in the affected classification shall be the first employee laid off.

2. Whenever the Board shall require new workers, it shall first offer employment to those of its workers who may have been laid off within the past 36 months in accordance with the seniority provisions of this Agreement.
- E. For steps and longevity, any employee hired on or before January 31st, shall be given credit for one (1) year of service; anyone hired after that date shall not advance in step increment until the end of the following school year.

ARTICLE IX
POSTING PROCEDURES

- A.
1. All vacated or newly created positions, which the Board intends to fill, shall be posted within three (3) days for a period of three (3) full working days.
 2. All interested employees shall sign the posting with the understanding that all vacancies resulting from the bid process will be filled at this time.
 3. Newly created and vacated positions shall be bid from the top of the seniority roster for each classification. The senior qualified bidder desiring the posted position shall be awarded the posting. The position left vacant shall be offered in seniority order to the qualified bidders remaining on the original posting. When additional contractual work (other than base run) is posted or becomes available through the posting process, a successful bidder, who currently has a piece of additional contract work, must exchange their current work for the newly posted or spin-off work, thus restricting them to a single piece of additional work. This process shall continue until an open position has no qualified bidders. In the event a vacancy is created due to the bid process, vacated base runs shall be filled from outside the bargaining unit. Vacated additional contract work shall immediately be offered to employees on the original posting allowing the senior qualified bidder to obtain the work without restrictions. If the work still remains vacant, it shall be posted for three days as “Unrestricted Work” and the senior qualified bidder shall be awarded the work without restrictions. All route changes will take effect on the same day.
 4. All contractual work resulting from a vacancy will be posted separately.
 5. All permanent postings shall adjust the base salary of the employee awarded the position as necessary.
- B. The Board will supply a copy of all job postings to the TWU, Local 225, Branch 4 designated District Representative.

ARTICLE X
WORKING CONDITIONS

- A.
1. The work year for all employees shall coincide with the district's and/or private school's calendar; however, the total days worked shall not exceed 183 days. Included in the work year shall be driver/attendant orientation, defensive driving and safety meetings without any additional compensation provided the 183 days is not exceeded.
 2. The district will provide training for transportation attendants provided attendance would not interfere with other scheduled duties and not entitle employee to any additional compensation for attendance. Other members of the bargaining unit shall be encouraged to attend the training sessions if they so desire.
 3. When the calendar of a private school does not coincide with the district's calendar, the driver and/or attendant shall have the option of taking the day(s) off or substituting (if substitute work is available). The employee shall notify the Transportation Coordinator of his/her decision at least five (5) working days in advance.
 4. All vehicles operated by the Board while in service transporting students shall be driven by drivers on the Freehold Township School transportation bargaining unit roster in accordance with Article X, E, except in cases of emergency or special circumstances, such as no regular driver being available .
 5. INTERVENTION CLAUSE: With respect to runs utilizing attendants, the Child Study Team shall intervene if the student's needs are not being met according to the Child Study Team. The Child Study Team shall meet with the Union and Coordinator to remedy such situation. The attendant shall be given first opportunity to meet the student's needs. If unable to do so, a voluntary move would be investigated. If a voluntary move cannot be accomplished, the Administration shall assign the run in question to the attendant who best meets the student's needs with no adverse effect on any of the attendants. If it is determined that no attendants meet the student's needs and the Board needs to hire an attendant with specialized qualifications not obtainable from current attendants, the least senior attendant will be placed on layoff and retained on the recall list and resume seniority rights when recalled. This procedure, when followed correctly, shall not be appealed through the grievance procedure. It is understood between the parties that this clause does not apply in cases of disciplinary action.
- B.
1. The driver's regular workday shall consist of a base contract guarantee of four (4) or more hours within two (2) blocks of time (one block in the A.M. and one block in the P.M.) which include shared time and radio repair. These hours are inclusive of time for pre-trip inspection, fueling, sweeping and general cleaning of vehicle. Additional time worked will be compensated as in Article X, B., 3. The Supervisor may assign additional duties to the driver in the event the driver's regularly assigned run can be completed in less than the driver's base contracted hours.
 2. Transportation attendants' regular workday shall be paid a base contract guarantee of a minimum of four (4) hours. For special needs packages requiring attendants, a meeting with the child study team is recommended prior to the attendant selecting said packages.

3. In the event a run exceeds the base contract guarantee by ten (10) minutes or more, and is a continuation of/or time immediately prior to A.M. or P.M. work, the driver will be compensated in half hour increments at the base rate of pay.
4. In the event that a new run is instituted which:
 - a. cannot fit on another package, or
 - b. cannot meet the criteria set forth in ARTICLE X. B. the coordinator will implement a red-circled run. Upon creation of the new red-circled run, the Union Chairperson shall be provided a copy of the route sheet. Each time that the run is "added to", an update shall be provided to the Union Chairperson.

Until such time that these routes can be increased to meeting the standards of Article X. B. 1., employees shall be compensated for the time worked including pre-trip inspection, fueling of vehicle, and sweeping and general cleaning of vehicle. It is further agreed that the employees of these routes may be utilized in a flexible manner in order to bring them up to a full four (4) hours.

- C. Existing drivers to give extra coverage of bus runs at their base rate if no substitute is available.
- D.
 1. All employees shall select four-hour base run packages on a seniority basis during the first Wednesday in August for the forthcoming school year. Employees will be notified of the selection date and time prior to the last day of school in June. Runs will be posted for review three (3) business days prior to the selection date. Posting for review and run selection shall occur in the same calendar week. For ease of review, all packages shall be numbered and indicate the number of tiers, the base contract hours and, if out-of-district, the school schedule, if known.
 2. At the same pick in August, all additional regularly scheduled contractual work, including pre school, shall be posted and picked separately from the packaged runs. Employees may choose a single piece of work from these postings in seniority rotation order. If work remains unpicked after the full seniority roster has been exhausted, selection options would return to the top of said roster. Pre-school runs shall be guaranteed a minimum of one (1) hour at the regular base rate of pay; if pre-school runs are longer than one (1) hour, the employee shall be compensated in half-hour increments at base rate of pay.
 3. All employees who select from the base runs may not return them for another selection.
 4. Employees whose base or pre-school runs are deleted, shall have the opportunity to bump any junior employee from their run and so on, until no senior employee is affected.

In addition, between the 10th day of a new school year through October 15th, if any packages are increased or decreased by one half (1/2) hour or more from the original pick, they shall be subject to a bid or bump procedure.

5. At the same pick in August, after all preschool runs have been selected, all **non-contractual** extra work that is to be done on a regularly scheduled basis shall be selected in seniority

rotational order. Extra regularly scheduled work shall be posted as to time frame of work, hours per day, days per week/ month/ quarter. All extra work shall pay a minimum of one (1) hour pay at the appropriate extra work rate.

6. Each employee shall be given a copy of the complete setup of the run he/she selects on the same day each employee made his/her choice. The employee shall sign the Board's copy of the run setup to indicate both selection of the run and receipt of a copy thereof.
 7. Pre-School and regularly scheduled contractual runs created after the run pick in August shall be posted in accordance to Article IX, Posting Procedures.
- E. 1. Opportunities for additional work will be awarded using one of the following mechanisms: a) Postings, b) Utilization of a Separate Rosters or c) On the Work Board. The Union shall guarantee the availability of employees for all work during the school year. Seniority rosters for additional work shall be maintained for all eligible employees regardless of classification according to their time of contractual service with the Board of Education.

a) Postings:

Postings shall include, but are not limited to:

- Temporary Vacancies (over 5 days)
- Regularly Scheduled Runs
- Vocational
- Inspections
- Interim Bus Washing
- Other Work Which Exceeds Five Days

In General

Work shall be posted for three (3) full school days no sooner than three weeks in advance of the start date of the work. Interested employees shall sign the posting. Senior qualified bidder shall be awarded the posting.

b) Utilization of Separate Rosters:

Separate Voluntary Continuous Rotational Seniority Rosters shall be used for:

- Games
- Trips/Ski trips
- Driver Training
- Snow Removal

In General

Trip and game picks will be held twice a month on the fifteenth and the thirtieth or the closest full day of school, thereof, immediately after all regular non-extended morning runs (approximately 9:00 a.m.) at the bus compound. The Transportation Coordinator will supply the trip/game committee (consisting of the Union representatives and a volunteer employee who agrees to serve) with several copies of trip and

game pick sheets (forms listing all trips and containing all necessary trip and game information) at least 3 full school days before the scheduled pick. The trip pick sheet and the game pick sheet shall contain all known trips to be taken for the ensuing three weeks and shall be posted on the Union bulletin Board in the bus compound.

The trip/game committee will promptly supply the Transportation Coordinator with a copy of the completed trip and game pick sheets. A copy of these rosters and a current list of trips and games already selected will be kept posted on the Union bulletin board at all times.

Employees who cannot do the trip or game they selected must turn that piece of work back in to the Transportation Coordinator to be included in the next regular pick. If the event is scheduled to occur before the next round of trip/game picks, the Transportation Coordinator shall utilize the Work Board to staff the event. Employees who originally picked the trip or game will remain charged with the turn on the appropriate roster.

In the event a trip or game is canceled or rescheduled after an employee has been assigned, the employee shall be notified in a timely manner. In the event the effected employee is not notified of the cancellation prior to reporting for the trip, the employee shall receive one (1) hour pay at the trip rate. If the employee is given one (1) hour prior notice of cancellation, there will be no additional compensation. Rescheduled trips and games will first be offered to the employee who originally picked them. If the employee is not available on the newly scheduled date, employee will be credited with a cancellation on the appropriate roster in the exact place where event was originally picked and must fill that cancellation at the next scheduled pick.

Employees must sign up in the beginning of every school year to have their name included on the separate rosters listed above. Employees 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.

The trips roster shall first list by seniority all employees without a pre-school followed by, in seniority order, the employees without noonday runs. It is expressly understood that all employees with noonday runs (pre-school) shall always be assigned the trips the preschool classes take, from the employees respective schools assigned. Assignments shall be made in seniority rotation order. Trips, other than pre-school, shall be picked in seniority rotation order by all employees without noonday runs; after that portion of the roster is exhausted, trips shall be made available to those employees with pre-school runs in seniority rotation order.

The games roster shall list employees in seniority order. Games shall be bid by the employees in continuous rotational seniority order.

An employee designated by an absentee may make selections for absent employees.

An available employee, who declines an assignment on the above mentioned rosters for any reason, shall be charged with a pass on the appropriate roster.

When insufficient employees are signed-up for coverage of additional work, the Transportation Coordinator shall first, post the unfilled events on the Work Board to seek contracted volunteers and

second, seek substitute volunteers for the excess work. When insufficient volunteers are available, the Transportation Coordinator shall have the right to assign additional employees to the extra work on the basis of seniority and qualifications. The employee with the least seniority must take the work. This responsibility will be shared by the five least senior employees in reverse seniority rotational order.

All trips shall pay a minimum guarantee of two hours at the appropriate rate as limited by the side bar agreement. (Appendix B)

c) Utilization of Work Board:

The Work Board shall be used for:

- Substitute Regularly Scheduled Work including Pre-K (5 days or less)
- Short Notice Trips and Games
- Shuttles not Included in Base Packages
- Same Day Work that becomes known after 6:45 a.m.
- Other Work not Included in E.1. a) or b)

Work shall be numbered consecutively and individually posted on the Work Board when known by the Transportation Coordinator in accordance with the guidelines listed below:

- All pertinent information shall be included on the posting.
- Work that becomes known during the day for a period no greater than the ensuing three (3) weeks, shall be posted on the Work Board by 3:30 P.M.
- Work that becomes known after 3:30 P.M. but before 6:30 A.M. of the subsequent day shall be posted by 6:45 A.M.
- Same Day Work list shall be posted daily for work that becomes known after 6:45 am and shall be voluntarily signed by employees.
- Employees must sign the postings they wish to bid and must indicate their order of preference by use of circled numbers after their signature (#1 indicating first choice, etc.).
- The full continuous rotational seniority roster shall be utilized to fill posted positions.
- An available employee, who declines an assignment for any reason or chooses not to sign the posting(s) shall be charged with a pass on the seniority roster.
- If work involves more than one day, the employee will be charged for each day worked
- Work Board will be kept in the “Chat Room”.
- In the event of cancellations, employees shall be “first up” and may select an alternate piece of posted work the next available day.
- An updated full continuous rotational seniority roster must remain posted on the Work board at all times.
- Employees must be charged on the full continuous rotational seniority roster for all work performed as a result of Work Board postings and/or short notice work.

- Employees not reporting to work must call the telephone number designated by the Transportation Coordinator by 6:00 A.M. of the day absent.

When using the two-way radio to fill any work, the coordinator must wait until a time of day when all employees would be in their vehicles.

The Transportation Coordinator must supply the Union Chairperson with a copy of the roster at the end of the month.

F. Summer Work:

1. All summer work shall be offered to the bargaining unit in seniority order. It shall be posted for review for three full working days and picked prior to the first week in June. All run postings shall be numbered consecutively and indicate the hours paid and the time frames of runs. Summer work shall be a minimum of three (3) hours and paid at the hourly summer rate.
2. At the time of the pick all other regularly scheduled work (i.e., mail run, packets, etc.) shall be bid separately. Employees must sign the postings. Senior qualified employee shall be awarded the work.
3. Postings for bus washing, seat repairs, etc. will indicate the maximum number of employees needed to complete the work and must be signed prior to the pick. Seniority shall prevail. Employees, up to the maximum number, shall split the work equally.
4. By April 1st of each year, the Board will determine the amount of employees needed for summer school/camp work and commit to hiring that amount of employees for the summer program. At that time district employees will have two weeks to sign a commitment to work the summer schedule.
5. No later than April 15th, a Summer Work Base Run (SWBR) seniority list will be prepared using only the names of employees who have committed to summer school/camp work. Regular seniority shall be used. All employees, up to the guaranteed amount, who sign a commitment, will be guaranteed summer work.
6. After April 15th, employees desiring summer work who were not previously committed will be placed at the bottom of the SWBR seniority list in seniority order.
7. However, if, prior to the pick, the Board determines that it needs additional employees over and above the April 1st number (even if that projection has not been met by district employees) any additional non-committed employees who volunteer to guarantee those additional runs will, in seniority order, be placed into their regular order of seniority on the SWRB list for the purpose of the pick. Employees volunteering for this additional work cannot displace those employees on the original April 15th SWBR list even though they may be higher in seniority.
8. If, at the time of the pick, enough base runs are not available for all employees who have signed a commitment, alternative dred/trip runs equal in hours to the minimum base run package posted will be posted to equal the number of guaranteed summer positions.

9. Employees choosing these alternative runs must work the required amount of hours with the understanding that the work may include substituting runs, taking trips, shuttles or any other transportation related work. The workday will not go beyond the hours of normal school/camp transportation parameters.
10. Bargaining unit members shall have the right to split packages with other members. The member who selects the package shall guarantee the work will be performed and will supply the Transportation Coordinator with a driver schedule. Coordinator must be informed of any scheduling changes. Members who signed the Summer Work Base Run (SWBR) seniority list and have been denied work due to the guaranteed number being reached prior to their turn in seniority must be given the option of splitting work before any employee outside the bargaining unit is given the option to do so. This shall be accomplished in reverse seniority order. Members with the least seniority wishing to split a run must first use members from the SWBR list.
11. Base runs that are created after the pick shall be posted as in Article IX, A. Postings.
12. The Board will make as many two-tier packages as possible to insure driver availability for trips.
13. The Board agrees to reasonably set limitations on the amount of transportation it can provide in the summer.
14. In the event that the Board and Union need to supplement the summer employees from outside the current staff, the parties agree to make every effort to secure drivers.
15. All trips and additional work that becomes available will be posted and awarded as per Article X, E,1, by first using the appropriate bargaining unit member rotational seniority roster, and be paid as per Article X, extra pay rates.
16. The Transportation Coordinator shall supply each employee with:
 - Written emergency procedures for School, Rec. Camp and trips.
 - Emergency contact list.
 - Cell phone when out of two-way radio range.
 - Code of Conduct procedures/discipline measures.
 - Substitute driver/aide list.
17. The District will make every effort to promote a safe environment on all vehicles.

G. The Transportation Coordinator shall have the right to make additions to and deletions from assigned runs. In the event of a substantial change in any package, (i.e. one hour added, DRED runs filled), that package will be posted as per ARTICLE IX, A. When a run is substantially changed, notification must be given to the Union Chairperson.

- H. Employees required to appear at a Board of Education hearing or subpoenaed to appear in court on behalf of the Board of Education during working hours shall not be penalized for "lost time" away from their daily assignment. In the event that the employee is required to appear at a Board of Education hearing or subpoenaed to appear in court on behalf of the Board of Education during non-working hours, such employee(s) shall receive a minimum of two (2) hours at trip rate of pay. This provision does not apply to matters covered by ARTICLE VII, Grievance Procedure.
- I. It is the obligation of all employees to notify the Director of Transportation or his designee of any motor vehicle conviction within five (5) days after such conviction. Failure to do so may result in job dismissal after review.
- J. When an employee notifies the Transportation Coordinator that he/she will be absent for illness or Board approved leave for a period of four (4) weeks or more, the employee's run shall be posted as a temporary vacancy in accordance with the posting procedures in ARTICLE X, E. Only employees increasing their contract time may bid on the temporary vacancy.
- K. In the event additional work is to be assigned within a employees regular A.M./P.M. or kindergarten run that does not include extra pay, such assignment shall be made in reverse seniority order whereby the least senior available employee is to be given the extra work first. Proximity of bus based on existing runs shall be the primary determination of available employee.
- L. Effective July 1, 1995, each employee must utilize the district's designated physician for the annual renewal bus driver's license physical. The district shall incur the total cost of the physical.
- M. All employees shall be required to have and maintain at least one operating telephone at their place of residence and the number to be on file with the transportation office. Change of residence address to be filed with the transportation office within seven (7) days of such change.
- N. Employees whose schedule requires work on days when the 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 accordance with DOT commercial vehicle guidelines, all employees shall be available for random substance abuse testing when notified. Refusal shall result in immediate dismissal per 39:3-10.20a, (4), Penalties for Offenses and 39.3-10.24, f., in accordance with the Drug and Alcohol Policy.
- P. When it becomes necessary to switch vehicles to perform additional work, the Transportation Coordinator will first attempt to assign vehicles assigned to drivers without midday runs. If departure or return time is a critical factor, Coordinator will assign vehicles in continuous rotational reverse seniority order with as much advance notice as possible, Determination of assignments will be on a "closest and best" basis.

ARTICLE XI
EXTRA PAY RATES

- 1. Extra work shall include, but is not limited to, the following functions, and shall be paid at the hourly rates posted below if not included in a run package:

A. Administrative Activities (Non-Student)

Mail run*, Packet*, Inspection Shuttles, Snow removal

*Included in the base salary for pension purposes

Mail – 195 days x 3 hours minimum x appropriate rate

Packet – 41 days x 2 hours minimum x appropriate rate

<u>2004/05</u>	<u>2005/06</u>	<u>2006/07</u>
\$12.02	\$12.50	\$13.00

Driver Training:

\$13.50	\$14.04	\$14.60
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B. Educational & Instructional (Student):

Field Trips in NJ, Shared Time, Shuttles, Activities, Games, Band Trips, Detention, Occupational Therapy, Physical Therapy, and Vocational

<u>2004/05</u>	<u>2005/06</u>	<u>2006/07</u>
\$14.62	\$15.20	\$15.81

2. For trips outside of Monmouth/Ocean Counties:

<u>2004/05</u>	<u>2005/06</u>	<u>2006/07</u>
\$17.11	\$17.79	\$18.50

3. For trips outside of New Jersey, the hourly rates posted below shall apply:

<u>2004/05</u>	<u>2005/06</u>	<u>2006/07</u>
\$22.83	\$23.74	\$24.69

4. Late Bus shall pay two hours minimum at the rate listed in Art. X, B. and shall be included in the base salary for pension purposes, however, it shall not change the hourly base rate of pay.

5. Work performed on weekends and holidays will be paid at one and one-half times the appropriate rate.

6. Snow Removal shall guarantee three hours minimum pay at time and one-half the appropriate rate. Work shall entail removing snow from buses and moving buses for plowing.

7. OTHER: Washing Buses (Interior & Exterior)*:

	<u>2004/05</u>	<u>2005/06</u>	<u>2006/07</u>
Buses	\$84.36	\$87.73	\$91.24
Vans	\$56.24	\$58.49	\$60.83
Suburbans	\$33.75	\$35.10	\$36.50

*Requires the advance approval of the Transportation Coordinator.

8. Drivers Summer Rates (per hour):

<u>2004/05</u>	<u>2005/06</u>	<u>2006/07</u>
\$19.42	\$20.20	\$21.01

9. Ski Trip Rates (per hour) are as follows and are not eligible for time and one-half weekend/holiday differential:

<u>2004/05</u>	<u>2005/06</u>	<u>2006/07</u>
\$20.24	\$21.05	\$21.89

10. All extra work done by attendants shall be paid at their base rate of pay.

ARTICLE XII
WAGE RATES

A. 1. All employees shall be paid in accordance with the wage rates below based on a four hour package:

Current Drivers:

<u>2004/05</u>	<u>2005/06</u>	<u>2006/07</u>
\$17,651	\$18,357	\$19,091

Drivers who are employed from 0-1 years, shall receive 85% of the current guides:

<u>2004/05</u>	<u>2005/06</u>	<u>2006/07</u>
\$15,003	\$15,603	\$16,227

Drivers who are employed from 1-2 years, shall receive 90% of the current guides:

<u>2004/05</u>	<u>2005/06</u>	<u>2006/07</u>
\$15,886	\$16,521	\$17,182

Drivers who are employed from 2-3 years, shall receive 95% of the current guides:

<u>2004/05</u>	<u>2005/06</u>	<u>2006/07</u>
\$16,768	\$17,439	\$18,137

Drivers in their 4th year of employment shall be paid the top rate of pay.

Current Attendants:

<u>2004/05</u>	<u>2005/06</u>	<u>2006/07</u>
\$9,391	\$9,767	\$10,158

Attendants who are employed from 0-1 years, shall receive 85% of the current guides:

<u>2004/05</u>	<u>2005/06</u>	<u>2006/07</u>
\$7,983	\$8,302	\$8,634

Attendants who are employed from 1-2 years, shall receive 90% of the current guides:

<u>2004/05</u>	<u>2005/06</u>	<u>2006/07</u>
\$8,452	\$8,790	\$9,142

Attendants who are employed from 2-3 years, shall receive 95% of the current guides:

<u>2004/05</u>	<u>2005/06</u>	<u>2006/07</u>
\$8,922	\$9,279	\$9,650

Attendants in their 4th year of employment shall be paid the top rate of pay.

2. Route orientation, defensive driving courses and safety meetings are included in the base wages not to exceed 12 hours.

B. Longevity:

1. All drivers shall be eligible for longevity payments as follows:

After 6 years of service	-	\$400.00
After 10 years of service	-	\$550.00
After 15 years of service	-	\$800.00

2. All attendants shall be eligible for longevity payments as follows:

After 6 years of service	-	\$300.00
After 10 years of service	-	\$375.00
After 15 years of service	-	\$500.00

3. Longevity payments shall be included in the base salary for pension purposes; however, they shall not change the hourly base rate of pay. The above payments are not accumulative.

C. The Board shall reimburse each driver for their renewal of fingerprint processing conducted by the State of New Jersey, Office of Criminal History Review. Reimbursement shall be provided upon receiving proof of payment by the driver to the State of New Jersey and the filing of a voucher. This shall not apply to the initial fingerprint processing by the driver, but is limited only to renewals, as required by the State.

ARTICLE XIII
SICK LEAVE

A. The Board shall grant to each employee eleven (11) 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 following intervals: September 15, January 15 and the end of the school year.

C. Employees retiring or resigning from the District with a minimum of ten (ten) years consecutive service will be paid for accumulated sick leave under the following conditions:

1. An employee must notify the Board of Education of his/her pending retirement/resignation by December 31st, prior to the calendar year of the retirement/resignation. * Payment will be made July 15th of the calendar year following the calendar year in which the employee notifies the Board of Education of an impending retirement or resignation.

*The Board may waive this requirement in the case of extenuating circumstances.

2. The accumulated Sick Leave will be paid at \$40.00 per day.

3. Maximum severance payment is \$5,000.00.

ARTICLE XIV
LEAVES OF ABSENCE

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. All employees shall have up to three (3) personal days per year with pay, determined by the number of hours they were normally scheduled to work per day and shall be accumulative to a maximum of five (5) days. A record of personal leave accumulation shall be issued to the employee at the following intervals: September 15, January 15 and the end of the school year.

2. Application for approval of personal leave shall be made to the immediate supervisor on the form provided for such purpose at least three (3) days before taking such leave (except in cases of emergency, where application shall be made as soon as possible after return to duty). The employee may use these leave days in any necessary combination. Both parties recognize that situations occur when personal or business obligations are scheduled on the day immediately prior to our following a holiday. The Superintendent may grant a personal day to an employee who presents documentation indicating that the appointment must be attended to on that day and that the employee must attend. The decision of the Superintendent shall be final and not subject to the grievance procedure.

B. 1. In the case of death in the immediate family as defined below employees shall be granted leave up to a maximum of five (5) days within (7) calendar days, including the day of the funeral, per occurrence, following the death, without loss of pay for: spouse, mother, father, step-mother, step-father, mother-in-law, father-in-law, son, daughter, step children, son-in-law, daughter-in-law, grandchildren, and three (3) consecutive calendar days including the day of the funeral for brother, sister, brother-in-law, sister-in-law, and two (2) consecutive calendar days including the day of the funeral for grandparents.

2. In case of the death of an aunt, uncle, niece, or nephew of the employee, or the employee's spouse, the employee shall suffer no loss of pay for the absence of the day of the funeral.

- C. 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.
- D. The Board may grant at its discretion, with or without pay, a leave of absence not to exceed one school year to any employee after seven years of service to the district. Any dispute involving this section of the Agreement shall not be subject to the grievance procedure.
- E. **MATERNITY LEAVE - CHILD CARE/PARENTAL CARE LEAVE:**
The Board of Education shall provide maternity leave, child care/ parental leave pursuant to the Family Leave Act.
- F. **MILITARY LEAVE:**
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, may be restored to the exact status, including any wage increase, that he would have had if his employment had not been interrupted.
- G. All benefits, including seniority, 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.
- H. All requests for extensions or renewals of leave shall be applied for 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 employee wishes to return must be sent to the Transportation Coordinator along with physician's certificate of fitness. The Board shall notify the employee of their decision in writing within fifteen (15) days.

ARTICLE XV
INSURANCE

- A. The Board agrees to provide individual and family coverage from a health insurance carrier and a dental insurance carrier selected by the Board of Education that shall provide the same coverage as present.
- B. The Board agrees to pay the full premium for each employee and the family plan, where appropriate, for health and dental insurance.
- C. 1. Effective as soon as possible after ratification by the Board and the Union, the Board agrees to provide individual and dependent coverage BC/BS PPO Plan to all current employees at no cost to the employee.
 - a. Employees desiring to increase the dental insurance cap to \$2500.00 have the option to do so and will be responsible for the difference in premium costs.

2. Individuals newly employed with the district after the time of ratification shall be entitled to individual medical coverage paid by the Board. Should the employee wish additional coverage, that coverage will be provided through payroll deduction. These employees shall be eligible for dependent coverage to be provided by the Board after one (1) year of service, subject to the open enrollment periods of September 1 and March 1, as follows:
 - a. The Board shall pay 90% of the difference in premium cost between individual and Parent/Child or Family BC/BS PPO coverage and the employee shall pay 10%.
 - b. The caps for dependent coverage for the life of this Agreement shall be based on the cost difference at the time of enrollment in the BC/BS PPO Plan, not to exceed \$400 for Parent/Child coverage and \$750 for Family coverage per year.
- D.
1. The Board reserves the right to change medical carriers that shall provide substantially the similar or better coverage. If any such change is contemplated, the Union will be given notification ninety (90) days prior to such change. If the change is grieved, the complaint would go directly to binding arbitration.
 2. The Board reserves the right to change dental carriers that shall provide substantially the similar or better coverage. If any such change is contemplated, the Union will be given notification ninety (90) days prior to such change. If the change is grieved, the complaint would go directly to binding arbitration.
- E. Any employee retiring and who has served the district for a minimum of fifteen (15) years, or an employee who must retire due to total disability, is entitled to continue receiving medical coverage under the Board's group insurance plans at the employees cost. To qualify for this coverage, the employee must remit full payment for this coverage prior to July 1 of the preceding school year. Failure to remit the full payment on time shall cause the employee to be dropped from the group(s).
- F. Where both wife and husband are employed in the district, the Board agrees to provide coordination of health benefits.

ARTICLE XVI
MISCELLANEOUS

- A. If any term, provision or conditions 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.

ARTICLE XVII
SUBCONTRACTING

The Board will advise the Union prior to any subcontracting of work pertaining to the transportation of students or other District employees.

ARTICLE XVIII
CONTINUITY OF OPERATION

1. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and the avoidance of disputes which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruption during the period of this Agreement.

The TWU accordingly agrees, during the period of this Agreement, that it will not, nor will any person acting in its behalf, cause, authorize, or support nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of any employee of the Freehold Township Board of Education from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties or employment) for any purpose whatsoever.

- A. The above is interpreted that: TWU may be held liable in damages for "Wild Cat" strikes, unless the Union in writing, immediately disavows the strike and notifies the strikers to return to work.
- B. In the case of a strike, the Board may apply for an injunction against the TWU.
- C. The TWU agrees not to take part in "sanctions" against the Board.
- D. The TWU agrees that any strike is a breach of contract and that such act removes all impediments from and permits the Board to discipline employees taking part in that breach of contract.

ARTICLE XIX
DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2004, 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, 2007, 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, the parties hereunto have caused this Agreement to be signed by their respective representatives and attested by their seals on the 14th day of December in the year 2004.

FREEHOLD TOWNSHIP BOARD OF EDUCATION

By:

Grace McMillan, President

Sean P. Boyce, Board Secretary/Business Administrator

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

By:

Christopher W. Mikkelson, President

Joyce L. Kramer, Secretary/Treasurer

Marcella Germann, Chairperson

Susan A. Resch, International Representative

APPENDIX B

SIDEBAR AGREEMENT
SIDE BAR ON TRIPS

In the event that trips are performed by drivers during their noonday runs, it is agreed by both parties that the compensation for performing this work, shall be their kindergarten pay plus the difference between the total work of the trip minus their kindergarten rate.

It is further agreed that drivers, if available, shall do their own kindergartens/ pre-school in addition to trips, drivers shall receive full compensation for performing the kindergarten work and the trip.

IN WITNESS WHEREOF, we have hereunto set our respective hands and seals, the day and year first above written.

FREERHOLD TOWNSHIP
BOARD OF EDUCATION

By *Jessie Whelan*
President

By *W. Max Wood*
Board Secretary

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

By *H. King Egan*
President

By *Susan A. Resch*
Secretary

By *Marcella A. Permann*
Chairperson

By *Michael P. O'Brien*
International Representative

LOCAL UNION OFFICERS

Christopher W. Mikkelson	President	
Diane Nase		Vice President
Joyce L. Kramer	Secretary Treasurer	
Marcella Germann	Recording Secretary	

SECTION COMMITTEE

Tonya Zarow	Chairperson
Maryanne Bavaro	Vice-Chairperson
Sandy Barbalinardo	Recording Secretary

INTERNATIONAL OFFICERS

Michael T. O'Brien	International President
Susan A. Resch	International Representative

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