July 1, 1990 - June 30, 1993

SOUTHERN REGIONAL TRANSPORTATION ASSOCIATION

OFFICERS 1990/1991

Doris Peraria, President Edith Becker, Vice-President Barbara Falkman, Treasurer Karen Cranmer, Secretary

NEGOTIATING TEAM

Doris Peraria, Chairperson Edith Becker Karen Cranmer Thomas Miller Arthur J. Brown

Bill Walters, Negotiating Consultant

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Robert J. Daria, Superintendent

NEGOTIATING TEAM

George Kasunich, Chairperson
Suzanne Babcock
Patricia Dennis
Carol Robinson
Robert Daria, Superintendent of Schools
James A. Moran, Board Secretary

James A. Moran, Negotiating Consultant

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PREAMBLE

THIS AGREEMENT is entered into this 4th day of September, 1990, by and between the SOUTHERN REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION, hereinafter called the "Board," and the SOUTHERN REGIONAL TRANSPORTATION ASSOCIATION, hereinafter called the "Association."

The Agreement between the Board and the Association shall become effective as of July 1, 1990 and shall continue in effect until June 30, 1993.

ARTICLE ONE

RECOGNITION

- 1:1 The Board recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full-time contracted bus drivers employed by the Board, excluding all other employees, including in such exclusion, Transportation Supervisor, craftsmen, police, professional employees, managerial executives and supervisors within the meaning of the New Jersey Employer Employee Relations Act.
- 1:2 Unless otherwise indicated, the term "employee," when used in this Agreement, shall refer only to employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees unless the context clearly indicates otherwise.

ARTICLE TWO

NEGOTIATION OF SUCCESSOR AGREEMENT

- 2:1 The parties agree to enter into collective negotiations over a successor agreement in accordance with NJS 34:13A-1, et seq. in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment.
- 2:2 Complete Association proposals shall be submitted to the Board of Education by September 15 and negotiations shall begin by September 30 of the calendar year preceding the calendar year in which this Agreement expires. Board proposals, if any, shall be submitted by October 15. Any Agreement negotiated shall apply to all employees, herein identified under Article One, be reduced to writing, be signed by the Association, and upon approval by the Board be signed and adopted by the Board.

ARTICLE THREE

GRIEVANCE PROCEDURE

3:1	GENERAL
3:1.1	A "grievance" is a written claim by an employee or group of employees that as to him, her or them there has been Board or Administrative action constituting a violation of this Agreement.
3:1.2	As used in the above description, the term "group of employees" shall mean a group of employees having the same grievance.
3:1.3	In presenting the grievance an employee shall be assured freedom from prejudicial action occasioned solely by the institution of said grievance.
3:1.4	An aggrieved person is the employee or group of employees claiming the grievance.
3:1.5	A grievance shall be instituted within (60) days of its cause.
3:1.6	They shall have the right to present their appeal or to designate a reasonable number of representatives of the Association or other persons of their choosing to appear with them or for them at any step of their appeal.
3:1.7	If a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly. Such grievance shall commence at Level Two. The Association may process such a grievance through all levels of the grievance procedure if more than one employee affected by the class grievance agrees to do so.
3:1.8	Members of the Board, and those Administrators and Supervisors determined by the Board to be involved in or affected by the action complained of, shall be deemed persons having a direct interest in the arbitrations for the purpose of attendance at any hearing held under this grievance procedure, unless deemed otherwise by the Arbitrator.
3:2	PROCEDURE
3:2.1	Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
3:2.2	If a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in

irreparable harm to the aggrieved, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted before the end of the school year or as soon thereafter as is practicable.

- 3:2.3 <u>Level One</u>. An employee with a grievance shall first discuss it with the Transportation Supervisor or immediate superior, either directly or through the Association's representative, with the objective of resolving the matter informally.
- 3:2.4 <u>Level Two</u>. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within three (3) working days after presentation of the grievance, he/she may file the grievance in writing with the Superintendent of Schools within seven (7) working days after the decision at Level One was or should have been made. The Superintendent shall have twenty (20) working days from the receipt of the written grievance within which to hold a hearing and render his decision.
- 3:2.5 Level Three. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within twenty (20) working days after the grievance was delivered to the Superintendent, he/she may, within five (5) working days after a decision by the Superintendent was or should have been made, submit his/her grievance to the Board of Education. The Board shall hold such hearings as it deems are necessary and issue its decision not later than twenty-five (25) working days from receipt of the written grievance and record. If the Board does not hold a hearing, it shall issue its decision not later than fifteen (15) days from receipt of the written grievance and record.

3:2.6 Level Four.

- 3:2.6a If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered by the Board within the time limits specified in Level Three, he/she may, within five (5) working days after a decision by the Board or the expiration of the applicable time limit for issuance of the Board's decision, whichever is sooner, request in writing that the Association submit his/her grievance to arbitration. The Association shall consider the merit of the grievance, and may then, within fifteen (15) working days after receipt of a request by the aggrieved person, submit the grievance to arbitration by service of demand upon the Board through the Superintendent.
- 3:2.6b The arbitrator so selected shall hold hearings promptly and shall issue his decision not later than thirty (30) calendar days from the date of the close of the hearings, 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 of the issues submitted. The arbitrator shall limit

himself to the issues submitted to him and shall consider nothing else. The arbitrator shall be without power or authority to make any decision requiring the commission of an act prohibited by law or violating the terms of this Agreement, involving the non-renewal of a non-tenured employee's contract, or requiring him to set a wage rate. The arbitrator shall have no power to add to nor to subtract from or modify any of the terms of the Agreement. The decision of the arbitrator shall be binding upon all the parties.

- 3:2.6c The costs for the services of the arbitrator, including *per diem* expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
- 3:2.6d All grievance settlements shall be in writing and approved by the Superintendent at his level or the Board at its level, and the Association. Settlement of a grievance below the Superintendent's level shall not be deemed precedent.
- 3:2.6e The arbitrator will be selected on a rotating basis from the following list:

Robert Weaver Stanley L. Aiges Jack D. Tillem

- 3:2.6f The aggrieved shall follow applicable rules and regulations during a pending grievance.
- 3:2.6g Necessary forms for the administration of the grievance procedure shall be prepared by the Board of Education and the Association. Such forms shall provide for description of the nature of the grievance, including listing of the provisions of the Agreement complained of as being violated.

ARTICLE FOUR

EMPLOYEE RIGHTS AND PRIVILEGES

- 4:1 After completion of twelve (12) months consecutive probationary employment, no employee shall be dismissed or reduced in salary except for inefficiency, incapacity, conduct unbecoming an employee, or other just cause.
- 4:2 Whenever any employee is required to appear before the Board, or any Committee thereof, concerning any matter that could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

ARTICLE FIVE

ASSOCIATION RIGHTS AND PRIVILEGES

- 5:1 The Association and its representatives shall be permitted to use school buildings at reasonable hours for meetings. The Principal of the building in question shall be notified before the time and place of any such meeting and his approval shall be required. Said approval shall not be unreasonably withheld. Such meetings shall not interfere with or interrupt normal school activities or school or business office operations.
- 5:2 The Association, with the permission of the Administration, shall have the right to use school facilities and equipment, including typewriters, mimeographing and other duplicating equipment, at reasonable times when such equipment is not otherwise in use and when such use will not interfere with nor interrupt school operations. The Association shall pay for the reasonable cost of materials and supplies used.

ARTICLE SIX

SENIORITY

- 6:1.1 School District seniority is defined as service by appointed employees in the School District. An appointed employee shall lose all accumulated School District seniority if he/she resigns, is discharged for cause, or is not renewed after the probationary period, irrespective of whether he/she is subsequently rehired by the School District.
- 6:1.2 The Board has the sole discretion to determine whether a particular employee's termination through resignation could result in loss of all or part of such employee's seniority.
- 6:2 Any lay-offs shall be in the inverse order of seniority. Wherever practicable, fifteen (15) days notice of lay-off shall be given to appointed employees involved.
- 6:3 If a vacancy occurs within two (2) years from the date of his/her lay-off, the laid off employee shall be entitled to recall in the order of his/her seniority.
- Notice of recall shall be by certified mail, return receipt requested, addressed to the employee's last address appearing on the records of the School District. Within ten (10) days from receipt of notice of recall, the employee shall notify the Transportation Supervisor, in writing, whether he/she desires to return to work. If he/she fails to reply within such time, or if the employee's reply is

negative, he/she shall lose all seniority and all rights to recall. If he/she indicates a desire to return to work, then the employee shall report for work on the date specified by the Transportation Supervisor or his/her designee. If the employee fails to commence work on such date, he/she loses all his/her seniority and all rights to recall.

- 6:5 Seniority shall not accumulate during the period of layoff. Upon recall, the appointed employee shall have his/her accumulated seniority to the date of layoff restored.
- 6:6 The current seniority list is included herein as Appendix C. As new employees are appointed, they shall be added to the list in the order of seniority. In the event more than one (1) employee is appointed on the same date, the order of seniority among such employees shall be determined by lots drawn in the Board Secretary's office.

ARTICLE SEVEN

COMPENSATION

- 7:1 The Salary Guide for employees in the unit for each full academic school year of this Agreement is set forth in Appendix A.
- 7:2.1 Field trips and special trips shall be paid at the following hourly rates, calculated from the time the bus is scheduled to leave the high school or middle school until the bus returns to the high school. In addition, Special Education runs shall be paid the hourly rate for all hours over 3-1/2 hours.

1990-93

\$ 9.00 per hour

7:2.2 Activity bus extra runs shall be compensated as follows:

1990-93

\$18.00 per run

The trip rate per run shall be paid for any activity bus extra run leaving the high school or middle school for pick-up or return of students after the end of the total high school or middle school day provided, notwithstanding the foregoing, that once a driver of any run shall be "clocked in" to go on an hourly rate, he/she thereafter shall continue to be paid at the hourly rate specified in paragraph 7:2.1 while on duty.

7:2.3 Any driver allowed to report for duty to drive an extra run which is canceled shall be paid the following:

1990-93

\$ 6.00

7:2.4 The rate for substituting on regularly contracted runs shall be as follows:

1990-93 \$16.00

- 7:2.5 Bus drivers required to pick up student passengers on the "deadheading" portion of any regularly scheduled run shall be compensated at the rate of Five Dollars (\$5.00) per each such run.
- 7:2.6 Lunch will be paid for any trip requiring the driver to be on duty for the hours of 11:00 a.m. 2:00 p.m. inclusive at a rate of \$4.50. Dinner will be paid for any trip requiring the driver to be on duty for the hours of 5:00 p.m. 8:00 p.m. inclusive at a rate of \$6.50.

ARTICLE EIGHT

WORK YEAR

During the academic school year period of September 1 through June 30, the regularly scheduled work days for bus drivers shall be the same as those for ten (10) month professional employees.

ARTICLE NINE

WORK LOAD

- 9:1.1a Unless otherwise provided in Appendix A annexed hereto, or in separate agreement, the compensation provided in said appendices is intended as compensation for driving three (3) or four (4) regularly scheduled runs per day, including time for preparation, cleanup and reporting. Drivers may be required to accept a 4-run package as a part of their regular contract salary. If a driver is not required to carry a fourth run, but the approximate equivalent of a fourth run in a 3-run package, such driver shall be paid full contract salary. Drivers carrying either a 4-run or a 3-run package shall be considered full-time contract drivers and shall be entitled to the full-time salary set forth in the salary guides attached. Contract packages may consist of any three-(3) or four-(4) run packages determined feasible by the Board. Any run starting after 6:00 p.m. will be considered an activity run and will be so compensated.
- 9:1.1b Any driver driving fewer than three runs shall not be considered a contract driver and shall be classified instead as a substitute driver and paid as a substitute driver. All workload requirements shall include time necessary for preparation, cleanup and reporting. Substitute drivers will have no status under this Agreement.

- 9:1.2 Contracted Run Packages and Runs Shall be posted before the school year begins and selection of runs and run packages shall be made according to seniority at a meeting of all drivers held in September before the opening of school. The Transportation Supervisor will consult with two members of the bargaining unit in the construction of the run packages. (Any deductions for leave of absence without pay shall be made on the basis of the employees' per diem rate established by the provisions of Article 7.)
- 9:1.3 Extra runs (field trips, special trips and activity bus runs that are not contracted regularly scheduled runs) shall be handled on a rotating basis, beginning with the most senior available employee. Operation of the rotation shall be according to applicable rules and regulations.
- 9:1.4 The Board reserves the sole right and discretion over the number and make-up of runs, including without limitation, the right to change the number of runs, to revise runs, or to specify the number of runs assigned to any driver; subject, however, to any obligation the Board may have to negotiate as to the impact upon the terms and conditions of any employee directly affected by such Board action.
- 9:1.5 Any driver driving less than his package because of an adjusted or unscheduled school day may be required to complete his full package by driving an additional run within the same time period as the regularly scheduled run. Prior practice shall continue relative to 9:1.5; however, if a substitute is unavailable, drivers may be required to make their runs to other districts on days when Southern Regional is closed.

Drivers working beyond 182 days shall be paid at their regular daily rate of pay. Daily rate of pay may mean prorated portion of the *per diem* pay as determined by the number of runs per package.

ARTICLE TEN

SICK LEAVE

- 10:1 <u>Sick Leave Allowance</u>: Employees shall be allowed sick leave with full pay for fifteen (15) working days in each year. All the unused portion of this fifteen (15) days annual sick leave shall be cumulative from year to year for these employees. Payment for accumulated sick leave is set forth in Appendix B. Absences of more than five (5) successive days require a doctor's certificate before returning to work. This shall not limit the Board's right to require a doctor's certificate for any sick day or days taken by any employee.
- 10:2 <u>Sick Leave Defined</u>: Sick leave means the absence from duty because of personal disability due to illness, injury or medical visit for examination, providing appointment cannot be made outside school hours and/or because

of exclusion from school by the local medical authorities because of a contagious disease or of being quarantined for such a disease in said employee's immediate household.

- 10:3 If any employee should take a partial day sick leave more than seven (7) times in any school year, each partial sick leave occurrence after the seventh shall be charged as a full sick leave day.
- 10:4 Sick leave accrues only when a driver is certified to work and reports on the first day of school, according to individual contract.

ARTICLE ELEVEN

TEMPORARY LEAVES OF ABSENCE

- Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.
- Up to two (2) days leave of absence for personal, legal, religious, business, 11:1.1 household or family matters requiring absence during school hours. leave shall not be taken or granted the day before or after a school holiday or vacation (except in an emergency). Application to the Transportation Supervisor or person in charge of granting such leave shall be made in writing at least three (3) days before taking such leave (except in cases of emergency) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he/she is taking it under this section. No more than 5% of the employees in the unit may be granted such leave for the same day based upon the date of receipt of application. During the months of May and June no more than two (2) employees covered by this unit may be granted personal leave on any one day unless an exception is made at the discretion of the Superintendent. If an exception in cases of emergency, as stated above, is involved, a reason to support the emergency exception will be given. Unused personal leave days in any year shall be accumulated as though they were sick leave days and shall become part of the employee's accumulated sick leave.
- 11:1.2 Up to four (4) days for any single event of death of an employee's spouse, child or parent. In the event of death of an employee's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent and any other member of the immediate household, a total of up to two (2) days for either or all the foregoing events. The temporary leave days provided for are for the sole purpose of arranging and attending funeral services and providing for a reasonable mourning period in connection therewith. In the event of death of an employee or student in the Southern Regional High School District, the Transportation Supervisor shall grant a number of employees sufficient time off to attend the funeral.

- 11:1.3 Up to three (3) days during any school year for the sudden serious illness of a child, spouse or other close relative in the immediate family residing in the employee's household necessitating such employee's attendance upon the person who is ill, provided that immediate provision is made for the care of the ill person by someone other than the employee.
- Other leaves of absence with or without pay may be granted by the Board in its discretion for what it considers to be good reason.
- 11:2 Any deductions for leaves of absence without pay shall be based on the employee's per diem rate established by the provisions of Article Seven. In the calculation of seniority, temporary leaves of absence without pay shall be deducted from the employee's total service.

ARTICLE TWELVE

INSURANCE

- The Board agrees to continue paying the premium for existing health insurance coverage, either the individual or family plan, of New Jersey Blue Cross/Blue Shield, including Super Rider J.
- 12:2 The Board further agrees to continue payment of the premium for existing major medical coverage.
- The Board will provide and pay the full premium for the Prescription Drug Program described as \$1.00 Co-Pay, age 23, for each employee, and full family coverage, where applicable. The Board may substitute coverage once instituted with any plan, provided such coverage is substantially equal to or better than the insurance coverage originally provided.
- The Board shall provide a full family dental program, known as the New Jersey Blue Cross/Blue Shield Dental Plan at no cost to the employee. The Board may substitute coverage once instituted with any plan, provided such coverage is equal to or better than the insurance coverage originally provided.
- 12:5 Effective July 1, 1991, a Vision Plan will be instituted, subject to a maximum Board contribution of \$175 per employee.

ARTICLE THIRTEEN

DEDUCTION FROM SALARY

- 13:1 Association Payroll Dues Deduction:
- 13:1.1 The Board agrees to deduct from the salaries of its employees dues for the Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall in comply with NJS 52:14-15.9e and rules established by the State Department of Education. Said monies, together with current records of any corrections, shall be transmitted to the Treasurer of the Association by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer designated shall disburse such monies to the appropriate Association or Associations.
- 13:1.2 Each Association named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association changing the rate of its membership dues shall give the Board written notice before the effective date of such change.
- The Association will indemnify, defend and save harmless the Board against all claims, demands, suits or other forms of liability arising out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards submitted by the Association to the Board, when the Board submits tangible evidence that the monies were in fact submitted to and accepted by the Association, or its authorized representative.

ARTICLE FOURTEEN

EMPLOYMENT PROCEDURES

- 14:1 The Board may withhold increments from employees as a part of progressive discipline, subject to the grievance procedure.
- Middle runs of absent drivers shall be posted on the board to be rotated among contract drivers according to seniority, before being assigned to a substitute driver. The decision of the Transportation Supervisor to assign or not assign personnel shall be subject to the grievance procedure set forth herein, but such decision shall not be appealable beyond the level of the Superintendent.

ARTICLE FIFTEEN

BOARD RIGHTS

- 15:1 The Association recognizes that the Board may not by agreement delegate authority and responsibilities that by law are imposed upon and lodged with the Board.
- 15:2 It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.
- The Board of Education, subject only to the express written provisions of this Agreement, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof, subject to any obligation imposed by NJS 34:13A-5.3 to negotiate adoption of new rules or changes in existing rules affecting working conditions.

By way of illustration and not by way of limitation of the rights and responsibilities reserved to the Board, are the rights to select and direct employees of the School District, to hire, assign, promote, transfer and retain employees covered by this Agreement; or to suspend, demote, discharge or take other disciplinary action against employees; to relieve employees from duties because of lack of work or for other legitimate reasons; to maintain the thoroughness and efficiency of the School District operations entrusted to it; to determine the methods, means, and personnel by which School District operations are to be conducted; to introduce new or improved methods and facilities; to contract out for goods and services; and to take whatever other actions may be necessary to accomplish the mission of the School District in any situation.

ARTICLE SIXTEEN

MISCELLANEOUS PROVISIONS

- 16:1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 16:2 This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all issues that were or could have been the subject of negotiations. During the term of this Agreement, neither party will 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 signed this Agreement.

- No lockout of employees shall be instituted by the Board during the term of this Agreement. The Association agrees that during the term of this Agreement, neither it nor its officers, employees or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycott sanctions, slowdowns, mass resignations, mass absenteeism, picketing or any other similar actions, which would involve suspension of, or interference with, the normal work of the Board. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities or refusing to perform duties may be disciplined by the Board.
- 16:4 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 SEVENTEEN

DURATION OF THE AGREEMENT

- 17:1 <u>Duration</u>: This Agreement shall be effective July 1, 1990, and shall continue in effect until June 30, 1993, subject to the Association's right to negotiate over a successor Agreement as provided in Article Two. This Agreement shall not be extended orally, and it is understood that it shall expire on the date indicated, unless extended in writing.
- 17:2 IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary, and its corporate seal to be placed hereon.

SOUTHERN REGIONAL TRANSPORTATION ASSOCIATION

BOARD OF EDUCATION OF THE SOUTHERN REGIONAL HIGH SCHOOL DISTRICT

By_

ATTES

President

ATTEST:

Secretary

By Cin

APPENDIX A

SOUTHERN REGIONAL HIGH SCHOOL DISTRICT SALARY GUIDE

STEP	1990-91 <u>SALARY</u>	1991-92 <u>SALARY</u>	1992-93 <u>SALARY</u>
1 2	\$ 9,500 9,800	\$ 9,900 10,250	\$ 10,300 10,700
2 3 4 5 6 7 8	10,000 10,200	10,600 10,850	11,050 11,400
5	10,500	11,100	11,750
6	10,800	11,400	12,075
7	11,100	11,700	12,375
8	11,300	12,000	12,675
-	11,500	12,200	12,975
10 11	11,700 11,900	12,425 12,650	13,275 13,500
12	12,100	12,875	13,725
13	12,300	13,100	13,950
14	12,575	13,325	14,175
15	12,875	13,575	14,400
16	13,175	13,875	14,650
17	13,475 12,575	14,175	14,950 15,250
18 19	13,575 13,625	14,475 14,575	15,250 15,550
20	13,675	14,650	15,650
21	13,725	14,700	15,725
22	13,775	14,750	15,775
23	13,825	14,800	15,825
24	13,875	14,850	15,875
25	13,925	14,900	15,925 15,075
26 27	13,975	14,950 15,000	15,975 16,025
28		13,000	16,075

APPENDIX B

SOUTHERN REGIONAL HIGH SCHOOL DISTRICT PAYMENT FOR SICK LEAVE ACCUMULATION

Payment for sick leave accumulated upon leaving the school district shall be based on the following:

21 years or over:

1st 200 days:

1/2 Starting salary

Next 100 days:

1/4 Starting salary

Remainder:

1/8 Starting salary

11-20 years:

80% of the formula

6-10 years:

65% of the formula

Upon the death of an employee covered by this Agreement, payment for accumulated sick leave shall be paid to the employee's estate.

Except in unusual circumstances, an employee shall file a request indicating his/her intention to seek payment for accumulated sick leave by January 1 preceding the employee's termination of service with the school district. Such payment for sick leave will then occur effective July 1 of that year. In the event that an employee fails to file such a request, it may be necessary, based on budgetary limitations, that the Board defer payment of the employee's accumulated sick leave until budgetary limitations permit such payment; but no later than one year from the time the employee retires or terminates his service with the district.

APPENDIX C

SOUTHERN REGIONAL HIGH SCHOOL DISTRICT SENIORITY LIST

CONTRACT DRIVERS

	YEARS	MONTHS	WEEKS	DAYS
Thomas Miller	24	1	2	0
Shirley Middleton	23	8	1	0
Eileen Sprague	21	5	1	1
Mary Dodds	20	9	2	0
Carol Shapley	19	9	1	2
Doris Peraria	16	8	1	2
John Westberg	15	9	3	0
Karen Cranmer	15	8	2	0
Edie Becker	14	10	0	0
Frances Neff	12	8	1	2
Barbara Falkman	12	8	1	1
Arthur Brown	10	5	1	2
Patricia Schweigart	8	3	3	4
Emma Purcell	7	8	0	4
Karen Ramos	6	9	3	0
Jun Damilo	5	6	1	3
Francis Dinkey	5 5 3 3 2 2	6	1	3
George Maples	5	4	1	. 2
Beverly Preston	3	3	0	0
Harold Sweeten	3	0	0	0
Karolyn Alrich	2	7	0	0
Susan Falkowski	2	1	0	0
Julianna Tilton	1	6	0	0
Cindy Wilbur	1	6	0	0
Debbie Lacey	1	0	0	0
Glenn Bromiley	1	0	0	0
Michell von Schmidt	1	0	0	0
Jeannette Thomas	0	0	0	0
Marianne Wright	0	0	0	0
Annedore Emmer	0	0	0	0
Josephine Lanard	0	0	0	0

AS OF 9/4/90

NOTE: This Seniority List is for information purposes only, and the Board reserves its right, in the event of error, to correct the list according to Board policy and state law.

APPENDIX D

SPECIAL PROVISIONS RELATIVE TO

LAYOFF AND RECALL

In the event of a reduction in force, contracted drivers who are affected by the reduction in force shall be accorded the following considerations:

- A. All drivers affected by layoff shall be placed on a preferred status for substitute work in the district. Preferred status shall mean that the affected driver(s) shall receive the first call for substitute work by the district.
- B. In view of the drivers' experience and service to the district, such drivers shall be paid one dollar more per run than the substitute rate.
- C. Drivers laid off shall be allowed to remain in the district fringe benefits plan at their expense, for a period not to exceed two years, providing carriers of the plans agree to accepting these individuals.

APPENDIX E

SICK DAY BANK

A Sick Day Bank shall be established. Each driver covered by this agreement will be given the option of participating. The decision shall be binding for the remainder of one's time in the district.

Each participant may voluntarily contribute ONE of his/her sick days to the bank. Each employee covered by this agreement will be given ninety (90) calendar days in which to make the decision to join or not. This will constitute a pool of days upon which a participant may draw, as explained below:

- 1. A participant who has exhausted his/her days due to a protracted and verifiable illness may apply to the committee.
- 2. The participant must demonstrate a past record of non-abuse of sick day usage, as determined by the committee.
- 3. The committee may or may not award the days and may do so in not more than thirty (30) day segments. Reapplication is necessary for each segment.

If the pool diminishes to the point whereby it is less than 30 percent of whole days in relation to the number of participants at a given moment, each of the participants will be asked to contribute one additional day (as determined by the committee). Should a participant at any time of replenishing opt NOT to continue, such action will constitute a withdrawal from the bank, losing any days thus far contributed.

Any participant, once having contributed a day (or more in cases of replenishment), may in no way retrieve any days thus far contributed.

The committee will be as follows:

- 1. Two participating drivers as selected by the unit (or appointed by the President).
- 2. The Superintendent (or his designee).
- 3. A member of the Board (or an administrator as so designated by the Board President).
- 4. The Board Business Official (or his designee).