

July 1, 2011 – June 30, 2014

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TRANSPORTATION ASSOCIATION**

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TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
Article 1 --Recognition	1
Article 2 --Negotiation of Successor Agreement	1
Article 3 --Grievance	1
Article 4 --Employee Rights and Privileges	4
Article 5 --Association Rights and Privileges	4
Article 6 --Seniority	5
Article 7 --Compensation	5
Article 8 --Work Year	7
Article 9 --Work Load	7
Article 10 --Sick Leave	9
Article 11 --Temporary Leaves of Absence	10
Article 12 --Insurance	11
Article 13 --Vacations – Mechanics	12
Article 14 --Deduction from Salary	12
Article 15 --Employment Procedures	13
Article 16 --Uniforms/Foul Weather Gear	13
14	
Article 17 --Board Rights	13
Article 18 --Miscellaneous Provisions	14
Article 19 --Duration of the Agreement	15
APPENDIX A --Longevity	17
APPENDIX A.1 --Bus Drivers 2011-12, 2012-13 and 2013-14 Salary Guides	18
APPENDIX A.2 --Bus Aides 2011-12, 2012-13 and 2013-14 Salary Guides	19
APPENDIX A.3 --Mechanics 2011-12, 2012-13 and 2013-14 Salary Guides	20
APPENDIX B --Payment for Sick Leave Accumulation	21
APPENDIX B.1 --Incentive Program	22
APPENDIX C --Seniority List	23
APPENDIX D --Special Provisions Relative to Layoff and Recall	25

PREAMBLE

This Agreement is entered into this 11th day of June 2008, 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, 2011** and shall continue in effect until **June 30, 2014**.

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 contracted bus drivers, aides and mechanics 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 A letter to begin negotiations shall be submitted to the Board of Education by September 15 and replied to with the submission of several opening dates that negotiations may start by September 30 of the calendar year preceding the calendar year in which this Agreement expires. Proposals shall then be exchanged. 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 Level One. 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 Level Two. 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, a request will be made to the Public Employees Relations Commission for a list of qualified arbitrators following a 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 aggrieved shall follow applicable rules and regulations during a pending grievance.
- 3:2.6f 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 fifteen (15) working 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.
- 4:3 Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey school laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere, including, but not limited to, New Jersey state laws regarding the recognition and provision of rights to members of civil unions.

**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 or Supervisor 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.

- 5:3 The Union should have reasonable access to all Transportation employees' time records.

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, thirty (30) 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.
- 6:4 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 hired on the same date, the order of seniority among employees with prior employment as substitute drivers in Southern Regional School district shall be determined from the first day of hire as a substitute driver. In case two (2) employees hired as substitutes on the same day and then are appointed as full-time on the same day the seniority shall be determined by lots drawn in the Board Secretary's office or in the Transportation office, and an Association representative and the employees involved shall be present.

**ARTICLE SEVEN
COMPENSATION**

- 7:1 The Salary Guide for full-time employees in the unit for each full academic school year of this Agreement is set forth in Appendix A.1, Bus Drivers; Appendix A.2, Aides; and Appendix A.3, Mechanics.
- 7:2.1 Field trips and special trips shall be paid at the hourly rate of \$19.50, calculated from the time the bus is scheduled to leave the high school or middle school until the bus returns to the high school. Trips shall be posted in the Transportation office as soon as they are scheduled. Any trip which exceeds eight (8) hours work time shall be eligible for time and a half for those hours in excess of eight (8) hours.
- 7:2.2 Activity bus extra runs shall be set at \$29.20 per run for duration of this contract;
- 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 an employee 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 In the event a driver reports for work and the trip is canceled on the scheduled workday the driver will received three (3) hours pay. In the event a driver reports for work on the weekend and the trip is canceled and the driver sent home the driver will receive four (4) hours of pay.
- 7:2.4 The rate for substituting on regularly contracted runs shall be set at \$26.90 per run for the duration of this contract.
- 7:2-6 Meal payment reimbursements shall only be provided for out-of-state travel in accordance with NJOMB Circular rates. Reimbursements shall be provided on a quarterly basis in compliance with district policies and regulations.
- 7:2.7 All employees shall receive time-and-one-half for work on Saturdays, federal and state holidays (if the federal holiday is also a school holiday). All employees shall receive double time for work on Sundays. Employees shall be paid for a minimum of four hours for trips on weekends and holidays and three hours for trips on weekdays.

HOLIDAYS

- Labor Day*
- Columbus Day (if a school holiday)
- Veteran's Day (if a school holiday)*
- November Break (days when school is closed)
- NJEA Convention (no proof will be required to attend if school is closed for students)
- Thanksgiving Day*
- Friday after Thanksgiving Day*
- Christmas Vacation (days when school is closed)

Lincoln's Birthday (if a school holiday)
Martin Luther King's Birthday (if a school holiday)*
Washington's Birthday (if a school holiday)
Spring Break (days when school is closed)
Memorial Day*
Independence Day*

*All days marked with an asterisk are paid holidays for mechanics staff.

Additionally, the mechanics staff is entitled to the following:

Workday before Christmas
Christmas
First workday after Christmas
Workday before New Years
New Years
One Presidents day
Good Friday
Easter Monday

Paid holidays shall not be less than fourteen (14) days in a contract year. Should a holiday fall on a weekend or when school is scheduled to be in session, the Superintendent shall set the holiday schedule.

ARTICLE EIGHT WORK YEAR

- 8:1 During the academic school year period of September 1 through June 30, the regularly scheduled number of workdays for bus drivers and aides shall be 182 days.
- 8:2 Mechanics work year shall be July 1 – June 30, the regularly scheduled workdays as twelve month custodial-maintenance employees.

ARTICLE NINE WORK LOAD

The following applies to Bus Drivers and Aides:

- 9:1.la Unless otherwise provided in Appendix A annexed hereto, or in separate agreement, the compensation provided in said appendices is intended as compensation for driving all assigned runs within the scheduled work day. Full time employees, the workday shall be defined as five and one-half (5.5) regularly scheduled hours including time for preparation, clean-up and reporting. Included in this time, employees shall report to work fifteen (15) minutes prior to departure time of each regular run and thirty (30) minutes prior to the departure time of each trip, unless the driver is in route from a run, in which case said driver shall only need a fifteen (15) minute load time. Any run that starts after the last contracted run shall be considered an activity run and will be so compensated. Preparation time for the inspection of busses shall be as follows:

15 minutes first run for 54 passenger and handicapped busses. 10 minutes for each subsequent run.

10 minutes first run for mini busses, vans and cars. 5 minutes for each subsequent run.

- 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 on the last consecutive Wednesday or Thursday in August, unless the school calendar requires otherwise. One day for route selection, driving assignment familiarization and vehicle training and one day for professional development. During this period all employees must familiarize themselves with their driving assignments. 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.) Contracted extended school year and summer school runs shall be reviewed by two association members prior to picks. Contracted drivers shall pick by seniority and rotation.
- 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 contracted drivers or aide. Operation of the rotation shall be according to applicable rules and regulations set forth by the Transportation Supervisor and checked by a member of the Association. Any changes in the procedures, rules and regulations governing extra runs (field trips, special trips and activity bus runs that are not contracted regular runs) shall be agreed upon by the Supervisor and a member of the Executive Board of the Association.
- 9:1.4a 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 employee; 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.
- 9:1.4b Management shall, in good faith, agree to provide employee with at least three (3) days notice for any permanent changes in the run schedule excluding emergency as defined by the supervisor. Every effort shall be made to maintain the employees' original package as to time of day and total hours driven.
- 9:1.5 Any employee driving less than his package because of an adjusted or unscheduled school day will be required to complete the full work day of five and one-half (5.5) driving time, including time for preparation, clean-ups and reporting within same time period as the regularly scheduled run unless released by the Transportation Supervisor. Employees working beyond 182 days of the regular academic year shall be paid at their regular daily rate of pay. Daily rate of pay may mean pro-rated portion of the *per diem* pay as determined by the hours worked. Any run package which exceeds five and one-half (5.5) hours per day or twenty-seven and one-half

(27.5) hours per week shall be eligible for time and a half for that time in excess of five and one-half (5.5) per day or twenty-seven and one-half (27.5) per week. Summer School shall be considered extra compensation and shall not be considered part of the base contract for the determination of salary or benefit. No summer school runs for drivers or aides shall be given to a sub driver or aid until all contract drivers and aids have completed their pick.

Each employee driving Summer School shall be paid \$29.20 per run, which is the Summer School rate for the duration of this contract.

Summer School runs taking more than two (2) hours, the rate shall be \$38.55 per run for the duration of this contract.

Any absence will result in a *per diem* reduction in pay at the Summer School rate. Runs for drivers or aides shall not be given to a sub driver or aide until all contract drivers and aides have their pick. Substitutes shall not be given any work that a contracted driver is available to do.

- 9:1.6 All employees employed prior to September 17, 1997 shall be grandfathered and retain all benefits proceeding from the 1993-1996 contract. The workday for employees hired prior to September 17, 1997 shall not exceed 5 ½ hour workdays. Workdays exceeding 5 ½ hours shall be compensated at the time and a half rate.

The following applies to Mechanics:

- 9:2.1 The workweek shall consist of forty (40) hours, including a daily forty-five (45) minute lunch period.
- 9:2.2 Existing coffee break practice will be maintained.
- 9:2.3 Mechanics shall work a regularly scheduled shift. When called to work outside of this shift, shall work and be paid a minimum of four (4) hours overtime.
- 9:2.4 Regularly scheduled shifts may be changed for an earlier time period for summer work months.

ARTICLE TEN SICK LEAVE

- 10:1 Sick Leave Allowance: Full-time employees shall be allowed sick leave with full pay for fifteen (15) working days in each year. All the unused portion of this fifteen 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 Sick Leave Defined: 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 ten (10) times in any school year, each partial sick leave occurrence after the tenth shall be charged as a full sick leave day.
- 10:4 Sick leave accrues only when an employee is certified to work and reports on the first day of school, according to individual contract.

ARTICLE ELEVEN
TEMPORARY LEAVES OF ABSENCE

- 11:1 Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.
- 11:1.1 Full-time employees up to two (2) days leave of absence for personal, legal, religious, business, household or family matters requiring absence during school hours. Such leave shall not be taken or granted the day before or after 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 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. Employees shall be permitted to take personal days of less than a whole day (i.e. ½ personal day) as needed.
- 11:1.2 Full-time employees up to five (5) days for any single event in the event of death of an employee's spouse, child, parent, brother, sister or grandchild. Up to two (2) days for each event of death of an employee's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, and any other member of the immediate household. The temporary leave days provided for herein 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 Principal shall grant to a number of employees sufficient time off to attend the funeral.

The Superintendent may, under special circumstances, grant an employee time off for the death of an individual not covered by this section. All leaves under this section are non-accumulative.

- 11:1.3 Full-time employees 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 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. This leave is not accumulative.
- 11:1.4 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.
- 11:3 Leave qualifying for State and/or Federal Family Medical leave Act (FMLA) coverage shall be charged as FMLA accordingly.

ARTICLE TWELVE INSURANCE

- 12:1 The Board shall pay the premium for the existing full-family medical, prescription, dental, and vision insurance for all employees hired prior to September 17, 1997.
- 12:2 Full-time employees who begin work in Southern Regional School District after June 30, 1999, shall receive Blue Cross/Blue Shield PPO full-family medical coverage in addition to full-family prescription, dental and vision coverage. This plan shall remain in effect.
- 12:3 The Board agrees to continue payment of the premium for existing health insurance coverage, New Jersey Blue Cross/Blue Shield, including Super Rider J coverage, of either the individual or family plan.
- 12:4 The Board further agrees to continue payment of the premium for existing major medical coverage.
- 12:5 The Board will provide and pay the full premium for the Prescription Drug Program described as "\$20/7/0 Co-Pay, age 26" for each full-time 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. Commencing July 1, 2008, the orthodontic allowance shall be to \$1,500, and the annual dental benefit maximum shall be to \$2,000.

- 12:6 The Board shall provide at no cost to full-time employees a full-family dental program, known as the New Jersey Blue Cross/Blue Shield Dental Plan; provided, however, that for the duration of this Agreement the present coverage's shall remain at existing levels. The Board may substitute coverage, once instituted, with any plan, provided such coverage is equal to or better than the insurance coverage originally provided.
- 12:7 The Board shall provide at no cost to full-time employees a full-family vision plan.
- 12:8 The Board shall assume the annual membership cost (to the Board) of the New Jersey Manufacturer's Insurance program.
- 12:9 Retirees may enroll in the current insurance programs at the group rates and at the individual's own expense. If, in the event a carrier will not permit such coverage for retirees, the coverage will cease, but the parties will meet to explore alternatives, making every attempt to find a carrier who will permit such coverage for retirees.
- 12:10 Employees shall have the right to opt-out of insurance coverage, and if said employee does opt-out, he/she shall receive 50% of cost of whichever plan type employee is receiving as of the execution of this Agreement. If said employee waives his/her insurance, Employee can select which coverage (medical, dental, prescription, all above) he/she wishes to participate in the opt-out program.
- 12:11 Employees will continue to contribute toward their health benefit coverage at a rate of 1 ½% of their pensionable base salary unless it is determined that the requirements of Chapter 78 of the Public Laws of 2011 should apply in this contract term, in which case the contribution requirements under Chapter 78 will replace the 1 ½% of salary contribution.

**ARTICLE THIRTEEN
VACATIONS - MECHANICS**

- 13:1 Full-time twelve (12) month employees shall be eligible for vacations upon completion of first year as follows:
- | | |
|------------|---------|
| 1-4 years | 10 days |
| 5-14 years | 15 days |
| 15+ years | 20 days |
- 13:2 Vacation schedule requests shall be submitted in advance to the Transportation Supervisor, to be approved and taken with the exclusion of one (1) week, which may be carried up to twelve months but no longer in the calendar year earned.
- 13:3 If more than one employee request the same time period, seniority will prevail.

**ARTICLE FOURTEEN
DEDUCTION FROM SALARY**

- 14:1 Association Payroll Dues Deduction:

- 14:1.1 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 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.
- 14:1a Representation Fee – If an employee does not become a member of the Association during any membership year (i.e. September 1 – June 30), which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the Association for the membership year. The purpose of this fee will be to offset the employee’s per capita cost of services rendered by the Association as majority representation.
- 14:1b Prior to the beginning of each membership year, the Association will notify the Board in writing the amount of the regular dues and assessment charged by the Association to its own members for that membership year. The representation fee to be paid by the members will be equal to eighty-five percent (85%) of that amount.
- 14:1b Representation fee is set at eighty-five percent (85%) solely because that is the maximum presently allowed by law. If said law is changed in this regard, the amount of the representation fee automatically will be increased the maximum allowed, said increase to become effective as of beginning of the Association membership year following change.
- 14:1.2 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.
- 14:2 The Association will indemnify, demand 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 in fact submitted to and accepted by the Association, or its authorized representative.

ARTICLE FIFTEEN
EMPLOYMENT PROCEDURES

- 15:1 The Board may withhold increments from employees as a part of progressive discipline, subject to the grievance procedure.
- 15:2 Middle runs of absent employees shall be posted on the board to be rotated among contract employees according to seniority, before being assigned to a substitute

employee. 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.

- 15:3 All drivers shall be required to complete a School Bus Supplemental Defensive Driving Course once every three years. Newly employed drivers shall take this course within the first year of employment. During the first contract cycle drivers shall be phased throughout the term of the contract. For existing drivers this training shall occur on in-service days, as indicated in Article 9:1.2.

ARTICLE SIXTEEN

- 16:1 The Board shall continue the practice of Board supplied uniforms. Mechanics shall receive up to a \$300 reimbursement per year for either work-appropriate books and/or foul weather gear. A receipt shall be submitted.

ARTICLE SEVENTEEN BOARD RIGHTS

- 17:1 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.
- 17:2 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.
- 17:3 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 EIGHTEEN MISCELLANEOUS PROVISIONS

- 18:1 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.

- 18:2 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.
- 18:3 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.
- 18:4 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.
- 18:5 The attendance provision is as follows:

0 days absent = \$600 (\$150 per quarter)
1 day absent = \$450 (\$112.50 per quarter)
2 days absent = \$325 (\$81.25 per quarter)
3 days absent = \$250 (\$62.50 per quarter)

The full attendance provision shall be evaluated and payable quarterly.
Death in the family and jury duty days will not be counted against the attendance provision.

- 18:6 Mechanics put "on call" Saturday and Sunday shall go "on call" by seniority and rotation at the rate of \$58.40 per day:

ARTICLE NINETEEN DURATION OF THE AGREEMENT

- 19:1 **Duration:** This Agreement shall be effective July 1, 2011, and shall continue in effect until June 30, 2014, 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.

19:2 **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 _____
President

By _____
President

ATTEST:

ATTEST:

By _____
Secretary

By _____
Secretary

APPENDIX A

LONGEVITY

5 YEARS.....	\$200
10 YEARS.....	\$400
15 YEARS.....	\$600
20 YEARS.....	\$800
25 YEARS.....	\$1,000

Longevity will be effective the July 1 after the years of service is completed.

APPENDIX A.1

**Bus Drivers Salary
Guide**

July 1, 2011 through June 30, 2014

2010-2011 Base Year Guide Step	2011-2012 Guide Step	2011-2012 Step Amount	2012-2013 Guide Step	2012-2013 Step Amount	2013-2014 Guide Step	2013-2014 Step Amount
1		\$16,875				
2	1	\$17,180	1	\$17,315		
3	2	\$17,460	2	\$17,630	1	\$17,795
4	3	\$17,690	3	\$17,920	2	\$18,120
5	4	\$18,070	4	\$18,160	3	\$18,420
6	5	\$18,590	5	\$18,550	4	\$18,680
7	6	\$19,170	6	\$19,080	5	\$19,090
8	7	\$19,740	7	\$19,680	6	\$19,640
9	8	\$20,220	8	\$20,260	7	\$20,260
10	9	\$21,230	9	\$20,755	8	\$20,900
11	10	\$22,260	10	\$21,780	9	\$21,600
12	11	\$23,260	11	\$22,840	10	\$22,570
13	12	\$24,160	12	\$23,885	11	\$23,560
14	13	\$25,050	13	\$24,830	12	\$24,670
15	14	\$25,560	14	\$25,800	13	\$25,750
16	15		15	\$26,250	14	\$26,751

All employees frozen on their 2010-11 step for 2011-12 and 2012-13. Move up one step for 2013-2014. Guide is compressed by 2 steps instead of 3. Step numbers change to those reflected.

APPENDIX A.2

**Bus Aides Salary Guide
July 1, 2011 through June 30,
2014**

2010-2011 Base Year Guide Step	2011-2012 Guide Step	2011-2012 Step Amount	2012-2013 Guide Step	2012-2013 Step Amount	2013-2014 Guide Step	2013-2014 Step Amount
1						
2						
3	1	\$16,075	1	\$16,175	1	\$16,227
4	2	\$16,457	2	\$16,557	2	\$16,610
5	3	\$16,840	3	\$16,940	3	\$16,993
6	4	\$17,222	4	\$17,322	4	\$17,376
7	5	\$17,604	5	\$17,704	5	\$17,757
8	6	\$17,986	6	\$18,006	6	\$18,140
9	7	\$18,368	7	\$18,468	7	\$18,523
10	8	\$18,587	8	\$18,787	8	\$18,906
11	9	\$18,805	9	\$19,005	9	\$19,289
12	10	\$19,133	10	\$19,533	10	\$19,888

No Increment for 2011-2012 (all employees remain on same step as 2010-2011 but the step number will change to reflect new step numbering - i.e. step 3 becomes step 1)

APPENDIX A.3

**Mechanics Salary
Guide**

July 1, 2011 through June 30, 2014

2010- 2011 Base Year Guide Step	2011- 2012 Guide Step	2011- 2012 Step Amount	2012-2013 Guide Step	2012-2013 Step Amount	2013-2014 Guide Step	2013- 2014 Step Amount
		\$38,045				
1	1	\$38,545	1	\$38,800	1	\$39,320
2	2	\$39,045	2	\$39,300	2	\$39,820
3	3	\$39,545	3	\$39,800	3	\$40,320
4	4	\$40,045	4	\$40,300	4	\$40,820
5	5	\$40,545	5	\$40,800	5	\$41,320
6	6	\$41,045	6	\$41,550	6	\$42,550

No Increment for 2011-2012 (all employees remain on same step as 2010-2011)

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:

11 years or over:

First 200 days:	1/2 Current Daily Rate
Next 100 days:	1/4 Current Daily Rate
Remainder:	1/8 Current Daily Rate

6-10 years 80% 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 B-1

**SOUTHERN REGIONAL HIGH SCHOOL DISTRICT
INCENTIVE PROGRAM**

Full-time employees electing to retire as of the 2012-2013 school year shall receive an additional \$50 per day for accumulated sick leave to a maximum of three hundred (300) days, or \$15,000. This provision shall be repeated in five-year cycles. In the 2002/2003 school year, and all subsequent cycles, retirement must occur during the school year in question, and notice must be provided to the Board of Education as per the existing agreement. The dollar amount of the incentive will be increased by the settlement percentage in each of the three (3) years of the contract.

APPENDIX C
SOUTHERN REGIONAL HIGH SCHOOL DISTRICT
SENIORITY LIST
CONTRACT EMPLOYEES

Last Name	First Name	Hire Date	District Experience
DAMILO	JUN	12/01/1985	
PRESTON	BEVERLY	04/01/1987	
OLAH	JULIANNA	01/03/1989	
THOMAS	JEANNETTE	09/01/1990	
EMMER	ANNEDORE	09/01/1990	
LANARD	JOSEPHINE	09/01/1990	
JARIN	CHRISTINA	09/01/1992	
DELUCA	DEBORAH	09/13/1993	
PAPIEZ	CYNTHIA	12/01/1993	
COLVIN	HARRY	01/03/1994	
ADAMS	AMELIA	01/03/1995	
FARRINGTON	STACY	11/15/1994	
KARCH	BEVERLY	09/01/1996	
RICH	CHARLES	09/09/1996	
MACOMBER	LINDA	09/01/1997	
DYER	MARY	09/25/1997	
D'EMILIO	JACQUELINE	09/01/1998	
HERBERT	PAMELA	09/01/1998	
BANYASZ	KATHERINE	12/21/1998	
AUNGST	LINDA	03/25/1999	
ZEITLER	ROBERT	09/01/2001	
GRADISHER	KRISTINE	11/02/2001	
PLATT	CHARLES	02/16/2002	
FRIEND	JERILYN	09/01/2002	
LAIDO	SUSAN	09/01/2003	
JINKS	ALBERT	09/01/2003	
JUDD	TERESA	09/01/2003	
CANOVA	EUGENE	09/01/2003	
FOLEY	DEBRA	09/01/2003	
MARDIROSIAN	KELLY	05/01/2004	
FICHTER	DEBORAH	09/01/2004	
HAUSE	JOANN	09/01/2004	
LALLY	CHRISTINE	09/01/2004	
HIN	JUDITH	04/18/2005	
MORELLO-LAMANTIA	TEODORA	04/12/2004	
ROZEK	LUANN	09/01/2005	
HEGEDUS	MICHELLE	10/24/2005	
FYFE	KENNETH	04/24/2006	
GALLANT-DAVIS	YVETTE	09/01/2006	
HERBERT	CHERI	09/01/2006	
BENT	ERIC	09/01/2006	
WAY	GEORGE	09/01/2006	
KING	DOROTHY	10/02/2006	
OGNO, SR.	LOUIS	11/01/2006	
PLEIS	PATRICIA	01/01/2007	
TENNANT	JOHN	02/01/2007	

NOTABARTOLO	CAMILLE	02/01/2007
DEGNAN	ROSEANN	01/02/2008
JAWORSKI	ANDREW	01/02/2008
VILLANI	JAMES	09/01/2008
LACKO	STEPHANIE	09/01/2009
DEVIRGILIS	MICHAEL	03/30/2009
SCULLY	ALICE	01/01/2010

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 employees who are affected by the reduction in force shall be accorded the following considerations:

- A. All employees affected by layoff shall be placed on a preferred status for substitute work in the district. Preferred status shall mean that the affected employee(s) shall receive the first call for substitute work by the district.
- B. In view of the employees experience and service to the district, such employees 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 accept these individuals.

APPENDIX E
SICK DAY BANK

A Sick Day Bank shall be established. Each employee 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. Re-application 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 would 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).

SUMMARY FORM
COLLECTIVE BARGAINING AGREEMENT
PUBLIC SECTOR / NON-POLICE & FIRE

Public Employer: _____ Employee Organization _____

Base Year Contract Term: _____ New Contract Term _____

Synopsis of Settlement/
Award/Recommendation: _____

	<u>BASE YEAR</u> <i>(previous agreement)</i>	<u>NEW BASE YEAR</u> <i>(successor agreement)</i>
Salary:	_____	_____
Increment:	_____	_____
% Increase:	_____	_____
Avg. Yield	_____	_____
per person in dollars:	_____	_____
Uniforms:	_____	_____
Boot/Shoe:	_____	_____
Longevity:	_____	_____
Holiday Pay:	_____	_____
Shift Differential	_____	_____
Overtime:	_____	_____
Stipends:	_____	_____
Bonuses:	_____	_____
Education:	_____	_____
EMT:	_____	_____
Other*:	_____	_____

* Additional Costs: (please list on separate sheet & include in total)

Medical:

Contributions:	_____	_____
Cost of Health	_____	_____
Prescription	_____	_____
Dental:	_____	_____
Vision:	_____	_____

NEW AGREEMENT ANALYSIS

Effective Date	<u>Year</u>	<u>Year</u>	<u>Year</u>	<u>Year</u>
% Increase	_____	_____	_____	_____
Avg. Yield (p/p*)	_____	_____	_____	_____
Cost of Increase/:	_____	_____	_____	_____
Impact of Settlement:				
Percentage Impact:	_____	_____	_____	_____
Actual dollar Impact:	_____	_____	_____	_____
TOTAL BASE SALARY				
AT END OF EACH YEAR	_____	_____	_____	_____

The undersigned certifies that the foregoing figures are true and is aware that if any of the foregoing items are false, s/he is subject to punishment.

Prepared by: _____ Title: _____
 Print Name
 _____ Date: _____
 Signature