

Contract no. 1215

Rev. 7/2/91

A G R E E M E N T

July 1, 1991 -- June 30, 1993

between

BOARD OF EDUCATION OF THE
TOWNSHIP OF CHERRY HILL

and

CHERRY HILL DRIVERS' ASSOCIATION, INC.

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Article I

RECOGNITION

The Board recognizes the Cherry Hill Drivers' Association, Inc., as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for those transportation drivers employed, on approved leave, or to be employed by the Board.

Including only:

Regularly assigned transportation drivers including all presently employed van drivers who shall drive Type II vehicles only and shall not be required to obtain a Type I license unless required by law.

Unassigned/alternate drivers who are regularly assigned to a minimum average of twenty-five (25) hours per week.

Excluding:

Substitute drivers

Article II

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "Grievance" is a claim by an employee or the Association based upon an improper interpretation or application of this Agreement, affecting an employee or a group of employees. Any grievance must be lodged at the proper initiating level within thirty (30) calendar days of the happening of the event.

2. Aggrieved Person

An "Aggrieved Person" is the person or persons or the Association making the claim.

3. Party in Interest

A "Party in Interest" is the person or persons making the claim and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may

from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall be fully determined.

C. Procedure

1. Time Limits

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.

2. Level One -- Informal Presentation

An employee with a grievance shall first discuss it with his immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

3. Level Two -- Immediate Superior

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with his immediate superior within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner.

4. Level Three -- Senior Staff Administrator

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) school days after the grievance was delivered to the immediate superior, he may appeal the grievance to the Senior Staff Administrator within ten (10) school days after the decision at Level Two or fifteen (15) school days after the grievance was presented at Level Two, whichever is sooner. The appeal to the Senior Staff Administrator must be in writing reciting the matter submitted to the immediate superior as specified above and his dissatisfaction with the decision previously rendered. The Senior Staff Administrator shall attempt to resolve the matter within a period not to exceed ten (10) school days and shall communicate his decision in writing to the aggrieved person, the immediate superior and the Association.

5. Level Four -- Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Senior Staff Administrator, he may appeal the grievance to the Board of Education within ten (10) school days after the decision at Level Three or twenty (20) school days after the grievance was presented at Level Three, whichever is sooner. The appeal to the Board must be in writing reciting the matter submitted to the Senior Staff Administrator as specified above and his dissatisfaction with the decisions previously rendered. The Board may hold a hearing at its discretion and shall render a decision within forty-five (45) calendar days. The decision shall be communicated in writing to the aggrieved person, the Senior Staff Administrator and the Association.

6. Level Five -- Arbitration

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Four, he or she may request in writing that the Association submit his grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by the American Arbitration Association within fifteen (15) school days after receipt of a request by the aggrieved person. The parties shall then be bound by the rules and procedures of the American Arbitration Association.

The arbitrator so selected shall confer with the representative of the Board and the Association and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statement 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 which 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 Association and shall be final and binding on the parties.

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.

D. Rights of Employee to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative of his/her choice from the grievance committee.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Senior Staff Administrator directly.

2. Written Decisions

Decisions rendered at Levels Two and Three shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

3. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and only the parties in interest, their designated or selected representatives, and appropriate witnesses shall be permitted to be in attendance at such meetings and hearings.

F. The Following Matters Shall Not Be Grievable

1. Any allegation that the Board has violated a right conferred upon an employee or a duty upon the Board by any administrative agency, court decision or the Laws of the State of New Jersey or the United States of America, where a method of review is available under the rules and regulations of said administrative agency or under or through a quasi-judicial or judicial body by virtue of a court decision or the Laws of the State of New Jersey or the United States of America.

2. Any alleged violation of an employee's right where the relief demanded by the employee is the payment of money damages for alleged wrongful discharge or the reinstatement of employment.

ARTICLE III

LEAVES OF ABSENCE

A. Sick Leave

1. Forty (40) hour per week employees shall be entitled to sick leave with pay at one (1) day per month of employment up to twelve (12) days per year. Unused sick leave days shall accumulate from year to year. All paid sick leave time shall be computed and recorded on an hourly basis.

The driver's total sick leave entitlement shall be credited to the driver at the beginning of each contract year.

2. Regular part-time employees shall be entitled to sick leave with pay at one (1) day per month or ten (10) days per year pro-rated in accordance with regularly assigned daily scheduled time (no overtime). Unused sick leave days shall accumulate on the same basis as leave is granted. All paid sick leave time shall be computed, recorded, and accumulated on an hourly basis.

The driver's total sick leave entitlement shall be credited to the driver at the beginning of each contract year.

3. If a driver is absent from work due to illness in the morning, such driver shall be paid sick leave time at the regular hourly rate provided such driver has sufficient remaining sick leave time unused. Otherwise, such driver shall not be paid for the morning hours absent from work.

If such driver returns to work in the afternoon, the driver shall be paid for the hours worked in the afternoon at the regular hourly rate.

If a driver works in the morning and is absent from work due to illness during the afternoon, the same principle as above shall apply.

In no event shall a driver be paid for sick leave in excess of eight (8) hours at regular time for any one (1) day.

Paid sick leave time may be taken only upon a day(s) when a driver is regularly scheduled to work.

4. Continuous personal illness absence of more than three (3) days must be certified by a properly licensed physician.

B. Personal Days

1. Each driver is entitled to two (2) paid personal days in accordance with regular hours worked. In no event shall a driver be paid personal leave in excess of eight (8) hours at regular time for any one day.
2. Personal day leave will be granted for personal business that cannot be accomplished during the employee's regular working hours. Such leave will be granted upon proper prior notice to, and approval of, the Director of Transportation or his designee. Except in emergencies, the driver shall be required to file the appropriate personal day leave request form with the Director of Transportation five (5) days in advance of the absence.
3. Personal days shall not accumulate, but if unused, shall be added to sick leave days.

C. Paid Holidays

1. Ten month drivers regularly scheduled to work twenty-five (25) or more hours per week shall receive seven (7) paid holidays per year and twelve month drivers regularly scheduled to work twenty-five (25) or more hours per week shall receive eight (8) paid holidays as follows:
 - (a) Thanksgiving Day
 - (b) Day after Thanksgiving
 - (c) Christmas Day
 - (d) New Year's Day
 - (e) Good Friday
 - (f) Memorial Day
 - (g) Martin Luther King Day
 - (h) Fourth of July (12 month drivers only).
2. To be eligible for holiday pay, a driver must work his/her full regular work schedule the last working day before the holiday, the first working day after the holiday and must also work on the day of the holiday if it is the driver's regular work that must be covered. A driver need not work on the holiday provided the driver secures a fellow driver to voluntarily replace him or her at the same or a lower hourly rate paid to the driver being replaced.
3. If an employee is sick on a day before a paid holiday, or on a day after a paid holiday, or both, and if such sickness is certified by a licensed physician, the employee will be eligible to receive the holiday pay, whether or not the employee has accumulated sick leave time accrued.

D. Death in Family

1. Drivers working regularly assigned routes requiring twenty-five (25) or more hours per week service shall be granted leave with pay in accordance with hours worked and rate paid to the limits outlined below:
 - (a) Five (5) consecutive working days for death in the immediate family when death and mourning period occurs during the time the driver would normally work. Immediate family shall be interpreted as spouse, children, mother, father, sister, brother, mother-in-law, father-in-law, grandparent and grandchild.
 - (b) One (1) day for the purpose of attending the funeral in the event of death of an aunt, uncle, niece, nephew, sister-in-law and brother-in-law.

E. Vacation Time

1. Drivers who are employed for a minimum of forty-eight (48) weeks of paid service within a fiscal school year, July 1st to June 30th, shall have earned vacation, to be taken during the succeeding fiscal year, as shown below:
 - (a) One (1) week vacation with pay after the first year of service.
 - (b) Two (2) weeks vacation with pay after two (2) years of service.
 - (c) Three (3) weeks vacation with pay after seven (7) years of service.
 - (d) Four (4) weeks vacation with pay after fifteen (15) years of service.
2. Vacation pay shall be pro-rated in accordance with regularly assigned duty hours but shall not exceed eight (8) hours per day.
3. Eligibility for paid vacation may be earned in any given school fiscal year to be taken during the succeeding fiscal year, and does not require consecutive years of vacation eligibility.
4. Drivers entitled to paid vacation time shall not be permitted to take vacation time during the time when the school(s) to which they are regularly assigned to drive are in session.
5. Pay for vacation time in lieu of vacation days not taken shall not be permitted.

6. Any unused earned vacation time shall be paid in full at termination of employment.
7. Vacation pay shall be paid on the last working day before vacation begins at the option of the driver provided that a one (1) week advance notice is given by the driver.

F. Other Leaves

1. Other leaves of absence, without pay, may be granted by the Board at its discretion.
2. All applications for leave shall be applied for and responded to in writing. The Drivers' Association shall be provided copies of the Board of Education Regular Meeting minutes.

ARTICLE IV

UNIFORMS

A. Uniforms

After the sixty (60) day probationary period each driver shall provide a uniform in accordance with the following provision at his or her own cost and expense:

1. The basic uniform shall consist of:
 - a Jacket (navy blue).
 - Shirts (light blue).
 - Slacks and/or Skirts (navy blue).
 - Denim jeans, sweatpants cut-offs and spandex shall not be permitted as part of a uniform.

Uniform parts shall be replaced when, in the judgment of the Director of Transportation, or his designee, a uniform part is no longer serviceable.

2. A driver shall wear the uniform as described above at all times while providing service on or off the Board's premises.

ARTICLE V

SENIORITY RIGHTS

A. Seniority

1. A seniority roster indicating name and date of employment of transportation drivers will be filed in the offices of the Director of Transportation and the Chief Dispatcher and posted on the bulletin board. In addition, copies of the

roster will be furnished to the Cherry Hill Drivers' Association, Inc. Rosters will be revised each September of the new contract year.

2. Only those drivers included in Article I, RECOGNITION, of this Agreement, shall obtain Seniority Rights. Substitute drivers and drivers who are regularly scheduled to work less than twenty-five (25) hours per week shall not obtain seniority, and shall not be included in the seniority roster.
3. Any driver on leave of absence approved by the Board of Education due to illness, accident, etc., who is returned to work at the end of such leave will be assigned duties by the Director of Transportation as available, and there will be no loss in seniority rights.

Child rearing leave is not considered an illness and shall result in a loss of seniority upon return to work.

4. If, during the contract year, a regular route driver or unassigned/alternate driver resigns or is dismissed, his or her position will be filled by the Director of Transportation in accordance with the procedure indicated in B.1 of this Article. If the person who is terminated under these circumstances is returned to work at a later date, he or she will be assigned to new duties by the Director of Transportation and will lose all prior seniority unless he or she was found to be wrongfully discharged.
5. Seniority for determining pay rate will be based solely on date of employment. Drivers hired on or before January 31, will be given credit for one (1) year's service at the beginning of the next contract year. Drivers hired after January 31, will be considered new drivers at the beginning of the next contract year.
6. All employees shall be considered as probationary employees for the first sixty (60) days of their employment. Probationary employees may be disciplined or terminated at any time during their probationary period at the sole discretion of the Board, without recourse, to the provisions of the grievance procedure of this Agreement. Probationary drivers may drive athletic, co-curricular or special trips in the event of emergency only.
7. Personnel who are transferred within the district to a bus driver position, having been a district bus driver in prior years, will be credited only for driving time in determining seniority as a bus driver.

8. Drivers shall be notified by June 30 that the Board intends to rehire them for the next school year or drivers shall be notified by June 30 that the Board does not intend to rehire them for the next school year.
9. Regular drivers not rehired because of lack of work may refuse a substitute's position without losing his or her right to recall as a regular driver.
10. In the event of a reduction in force because of lack of work, drivers who normally would have been rehired shall be recalled for work according to seniority in their position. New drivers shall not be hired until the available drivers on the seniority list have been recalled.

B. Assignment of Duties

1. All work will be assigned in accordance with procedures as shown on Exhibit A attached hereto and made a part hereof.
2. All unscheduled trips, such as day trips, after-school trips, or athletic events and unscheduled yard work shall be assigned by the Director of Transportation on a rotating basis in order of seniority except in those cases where logistics will not permit such assignment without jeopardy to the efficiency and/or dependability of the transportation department operation.
3. All employees shall be available for a minimum of thirty (30) hours of work per week.
 - (a) Extra trips shall be posted forty-eight (48) hours in advance. The Director of Transportation shall establish a chart trip list on a seniority basis. A driver may not refuse a trip unless he or she is scheduled for other work at that time, except that during a given year, a driver may refuse five trips without penalty. A driver need not take the chart trip provided the driver secures a fellow driver to voluntarily replace him or her at the same or a lower hourly rate paid to the driver being replaced. Previously scheduled work does not count as a refusal. Any employee who refuses five trips in any given year shall be required to contribute twenty percent (20%) of his or her health benefit premiums for the balance of the year but in no event not less than nine (9) months. Deductions for ten (10) month employees will not be made in July and August.
 - (b) Weekend trips shall be filled as per the existing practice of the parties. The term "weekend trips" shall be defined as those commencing all day Saturday, Sunday and holidays and whenever the Cherry Hill Public Schools are closed, unless otherwise scheduled to work by the Board.

ARTICLE VI

EMERGENCY CLOSING AND LATE SCHOOL OPENINGS

A. Emergency Closing

1. Drivers who appear for work prior to a public announcement or a telephone message that schools have been closed shall be guaranteed two and one-half (2 1/2) or three (3) hours pay in accord with the number of hours scheduled to drive in the morning.
2. In no case will a driver be paid who has been notified not to report.
3. If a driver reports to work prior to being informed of a cancellation of an athletic trip or field trip scheduled on a day when schools have been closed, two (2) hours pay shall be paid to such driver.

B. Late School Openings

1. If schools are opened one (1) or two (2) hours later than normal, because of inclement weather, drivers will be guaranteed pay for hours they normally would work.
2. No overtime shall be paid on such days above unless a driver actually works beyond eight (8) hours.

ARTICLE VII

HEALTH INSURANCE

- A. The Board of Education will provide the following medical benefits coverages to all employees regularly working twenty-five (25) or more hours per week subject to Paragraph B:
Medallion Hospitalization Package of New Jersey, Blue Cross-Blue Shield (\$200.00 deductible, \$400.00 family aggregate; co-insurance, 80% of first \$5,000.00, 100% thereafter).
- B. Employees shall pay, by way of payroll deduction in reimbursement to the Board, 50% of the dependent coverage for his or her Medallion Hospitalization Package. Said payment shall be calculated as follows: cost of family, husband/wife or parent/child coverage less the cost of single coverage times 50%.
- C. The Board of Education shall provide the existing prescription drug plan with a new \$5.00 co-pay to all employees regularly working twenty-five (25) or more hours per week.
- D. The Board of Education will provide its existing dental plan to all employees regularly working twenty-five (25) or more hours per week.

Article VIII

LEGAL REPRESENTATION

- A. Any time an employee receives a traffic summons it shall be reported immediately to the Director of Transportation who, in turn, will advise the School Board Solicitor.
- B. Should any criminal action be instituted against any employee for any act or omission arising out of and in the course of the performance of the employee's duties, and should such proceeding be dismissed or result in a final disposition in favor of such employee, the Board shall reimburse him/her for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals. (N.J.S.A. 18A:16-6 and 18A:16-6.1)

Article IX

DEDUCTION OF ASSOCIATION DUES

- A. Association Payroll Dues Deduction
 1. The Board agrees to deduct from the salaries of its employees' dues for the Cherry Hill Drivers' Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 New Jersey Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Cherry Hill Drivers' Association, Inc., by the fifteenth (15th) day of each month following the monthly pay period in which deductions are made.
 2. The Association named above shall certify to the Board in writing, the current rate of its membership dues. If the Association changes the rate of its membership dues, the Association shall give the Board written notice prior to the effective date of such change.

Article X

PAY DAYS

- A. Drivers shall be paid once a week in accordance with procedures established for other employees who are paid on such schedule.
- B. When a pay day falls on or during a school holiday, or any other regularly scheduled school closing, drivers shall receive their pay checks on the last previous working day.

C. The number of work hours paid will be shown in the pay stub.

ARTICLE XI

WAGES

A. The following hourly wages shall prevail during the periods indicated:

<u>7/1/91 to 12/31/91</u>	<u>1/1/92 to 6/30/92</u>	<u>1992-93</u>
11.05	11.27	11.61
10.48	10.69	11.01
10.11	10.31	10.62
9.63	9.82	10.11
9.45	9.64	9.93
9.28	9.47	9.75
9.11	9.29	9.57
8.94	9.12	9.39
8.77	8.95	9.22
8.60	8.77	9.03
8.43	8.60	8.86

B. If drivers are required to work on any of the agreed or established holidays (Article III-C, 1 (1-8)), they shall be paid double the hourly rate plus holiday pay. All other overtime, Monday through Sunday, shall be at one and one-half (1 1/2) times the hourly rate only after a driver has worked a total of 40 hours within the time period Monday to Sunday. Compensation paid pursuant to Article III - LEAVES OF ABSENCE (except for paid holidays referred to above) shall not be considered as "time worked" in calculating overtime.

(N.B. Agreement on this section is made with full knowledge of both parties that if the Director of Transportation is able to secure more economical transportation by contracting such overtime runs, it shall be his obligation to do so.)

Article XII

PAY FOR UNUSED SICK DAYS AT RETIREMENT

When a driver retires under the provisions of the New Jersey Public Employees Retirement System such driver shall be paid \$14.70 for the 1991-93 school years for each day of accumulated unused sick leave. Such payment shall not be made for termination of employment for any other reason, except death. A deceased driver's payment shall be made to his or her estate.

ARTICLE XIII

WORK SCHEDULE

- A. All drivers are expected to report for duty each day that the schools to which they are assigned to drive are in session. Unexcused absence from work shall be treated as an act of insubordination and may be constituted as cause for dismissal. Due consideration will be provided for emergencies and unique personal problems.
- B. If a driver reports for an evening trip for athletics or other school activity (after a normal school day and/or late run) and if the activity is cancelled, the driver shall be paid for time worked if he or she is still on the clock. If the person is not on the clock, he or she shall receive two hours pay. If the trip is on a weekend or non-school day, then the driver shall receive two (2) hours pay.
- C. Employees shall be paid for "swing time" between their last run and the time they must report for work for a chart trip provided such "swing time" is one (1) hour or less. If the "swing time" is more than one (1) hour, no payment shall be made. The above applies to a.m. and p.m. runs.
- D. Drivers shall be paid for a minimum of four (4) hours for all trips run on weekends or holidays on which the driver's regular schedule does not require him or her to work.
- E. When Cherry Hill Public Schools are closed and private and/or parochial schools are open, drivers called in to drive private and/or parochial school routes only, shall be paid wages for driving such routes not to exceed one and one-half hour unless actually working more than such time. This shall apply to morning and/or afternoon driving.
- F. For morning and afternoon work sessions, drivers are guaranteed two and one-half (2 1/2) hours pay per session provided at least two (2) runs are assigned by the Board for each session; otherwise such driver shall be paid for time actually worked.
- G. A driver shall be paid a minimum of one (1) hour for a late run. A late run means a run transporting students from school to home after the normal student dismissal time and excludes any run between District buildings or facilities.
- H. In-Service Days may be added as part of the work year by the Board. Employees shall be paid at their regular hourly rate and guaranteed 2.5 hours' pay on any day not a work day. In-Service may be conducted during the day and at reasonable hours at night. Overtime at the rate of one and one-half (1-1/2) times the hourly rate shall be paid if required.

- I. Van drivers shall be paid for one (1) hour for washing their van once every two (2) weeks, on a regular work day. Overtime at the rate of one and one-half (1-1/2) times the hourly rate shall be paid if required.

ARTICLE XIV

MISCELLANEOUS

- A. The Board of Education shall reimburse each driver in a sum not to exceed the cost of the renewal of the New Jersey Bus Driver License.
- B. The Board of Education will pay drivers up to two (2) hours of their regular hourly wage rate for time used in taking the required physical examination every two (2) years.
- C. The Board and the Association understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law or regulation, such illegality or invalidity shall affect only the particular provision which shall be deemed of no force or effect, but it shall not affect the remaining provisions of this Agreement.
- D. In cases where an employee is subject to suspension, a meeting with the employee will be conducted either prior to or at the time of suspension. The employee has the right to have association representation at the meeting.
- E. The Board of Education reserves the right to employ drivers for regularly scheduled routes who will work less than twenty-five (25) hours per week.
- F. If a District driver becomes employed in the District in a pupil transportation supervisory position, the Board will reimburse such driver for:
1. Registration/tuition fees for courses required and successfully completed to obtain a New Jersey pupil transportation supervisor certificate; and
 2. Mileage costs, based upon the then current Board adopted rate at the time the courses were taken, to and from Cherry Hill and the site where the courses were completed. It is agreed that if such courses are offered concurrently at more than one site, the driver shall be reimbursed for mileage to and from the site nearest to Cherry Hill.
- G. The Board will reimburse any District driver for the entry fee into the New Jersey Department of Education rodeo for school vehicle drivers, provided such driver is officially accepted as an entrant.

- H. Advance petty cash shall be provided at the time of the trip for all drivers taking trips that involve bridge tolls, turnpike tolls, or parking costs. Receipts and the balance of the petty cash shall be submitted to the Director of Transportation at the conclusion of the trip or the next workday.
- I. Any drivers holding proper certification for inservice teaching shall receive a fifty cents (50¢) increase in their hourly rate for those hours in which they are teaching a class in one of the following courses:
- Certified Bus Drivers' Instruction Course;
 - Defensive Driving Instruction Course.
- J. The Board of Education shall make available a meeting room for the Drivers' Association's monthly meeting and special meetings as needed.
- K. Any employee who is required by law to serve on a jury in a court of record, upon satisfactory proof to the Board of such service rendered, shall be reimbursed by the Board for and during the time he is required to be in attendance in court in an amount equal to the difference between his regular pay and his jury pay. Time served on jury duty shall not be considered "time worked" in calculating overtime.

When an employee is called for jury service, he shall be excused from work on the days when he is required to be in court, provided, however, that if the time required for jury service in any one day does not extend beyond 12:00 noon, the employee will be required to report for work for the remainder of the day.

Article XV

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1991 and shall continue in effect until June 30, 1993.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents and Secretaries this 24 day of July, 1991.

CHERRY HILL DRIVERS' ASSOCIATION, INC.

By: Margaret M King President

Attest: Dorothy L. Borekers Vice President

CHERRY HILL BOARD OF EDUCATION

By: Faith Juome President

Attest: Thomas F. Edmund Secretary

1007B

GENERAL PICKS

During general picks, senior operators shall have the choice of work, provided they are qualified and available for work. Runs shall be picked at the beginning of each school year.

A seniority roster will be posted indicating times and dates by which each operator must make his/her choice. If an operator does not pick within the designated time, he/she will be passed and the next operator in seniority will pick. Any operator bypassed by this procedure will be limited to the runs available at the time he/she picks.

An operator who picks a run during a general pick must retain that run for the duration of the pick.

In the event of a run being advertised during general, special pick, or between picks which is not picked, it shall be assigned to the least senior qualified operator who shall be compelled to accept it.

PICK PROCEDURE

In the event of a new run being established, it will be open for picking to all qualified operators. In the event a vacancy occurs due to an operator forfeiting his/her run assignment, retiring, extended illness, or with the permission of the Director of Transportation, the work will be put up for bid open to qualified operators lower in seniority and the position vacated by another operator picking that run will likewise be open to qualified operators lower in seniority.

In re-picking a run, the operator will hold it until the next general pick is held.

When it is known that a run is to be open for more than five days and less than thirty days, the least senior alternate driver will be compelled to take that run on a hold-down. A run that is known to be open for more than thirty days will be put up for pick from that person down in seniority. Notice of these available runs will be posted for twenty-four (24) hours.

BUMP PROCEDURE

In the event a run or runs is abolished, the driver or drivers of such runs may, within twenty-four (24) hours pick a run of their choice in accordance with his/her seniority. Any drivers bumped in this process may likewise pick within twenty-four (24) hours for a run of his/her choice in accordance with his/her seniority.

In the event a late trip is abolished, the above procedure will be followed.

Additional time will be allowed if any driver is not available to bump his/her time.

NEW TRIPS

In the event of new trips being established, they will be open for picking to qualified operators. Qualified operators being those who have the specific time slots available and do not already have eight hours work per day. If there is more work available than are qualified operators, then those operators who have eight hours may pick, until all work is chosen.

In the event a trip or trips are left unchosen, the least senior qualified operator will be compelled to accept it.

In the event a trip is cancelled, the driver of each bus will be notified in advance with sufficient time to make alternate arrangements. Any driver assigned to a bus will be notified in advance with sufficient time to make alternate arrangements.

In the event a late trip is cancelled, the above procedure will be followed.

Additional time will be allowed if any driver is not available to work his/her class.

END PAGE

In the event of new trips being established, they will be given for routing to qualified operators. Operators being hired who have the specific time slot available and do not already have other work may be hired. If there is work available then an operator, then their operators who have eight hours may pick, until six work is chosen.

In the event a trip or trips are left unchosen, the first unchosen qualified operator will be cancelled to schedule.