

August 22, 2005
September 26, 2005

CONTRACT
BETWEEN THE
MIDDLE TOWNSHIP BOARD OF EDUCATION
AND THE
MIDDLE TOWNSHIP SCHOOL BUS DRIVERS' ASSOCIATION
2004-2008

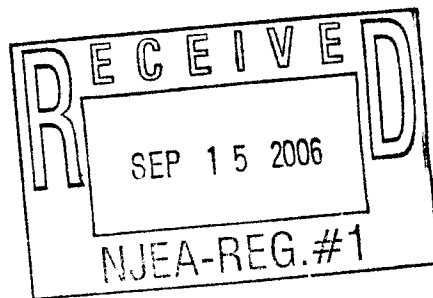


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ARTICLE I

NEGOTIATION OF SUCCESSOR AGREEMENT

Section A

On or before April 15th of the year in which this contract expires, the Board shall meet with the Association in formal sessions to receive all proposals and to establish procedural ground rules for negotiations. The Board shall also submit its proposals, if any, for collective negotiations in writing to the Chairman of the Association's Negotiations Committee no later than the above date. This shall not prevent either party from presenting proposals once negotiations have begun.

Section B

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

Section C

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been subject to negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

Section D

This Agreement will be open for discussion within the three-year contract at any time and may be modified in whole or in part by the parties during the term of this Agreement. Request to open discussions must be tendered in writing by the requesting party and any and all modifications will be duly executed in writing.

ARTICLE II

MANAGEMENT RIGHTS

Section A

The Board of Education hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but not without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Middle Township School District and its properties and facilities and the activities of its employees.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law. When an employee is to be disciplined, a meeting will be held and that employee, at his or her discretion, shall be accompanied by a representative of the Bus Drivers' Association.

Section B

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion to connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

Section C

Nothing contained herein shall be construed to deny or restrict the Board of its powers, rights, authority, duties and responsibilities under R.S.-18A, R.S.-11, R.S.-40 or 40A, or any other national, state, county or local laws or ordinances.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

1. The term "grievance" as used herein means any claim that there has been a misinterpretation or misapplication of the terms and conditions of this agreement or any written policy covering terms and conditions of employment and may be raised by any employee or group of employees or the Association.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as confidential as possible.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her immediate supervisor and having the grievance adjusted without the intervention of the Association provided the resolution is not inconsistent with the terms of this Agreement.

C. Steps of the Grievance Procedure

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step. All time limits within any step of this grievance procedure may be extended by mutual written consent. All grievances under these steps shall be in writing, shall specify the section or Article of the contract violated, the date of the violation and the relief sought. The number of days indicated at each step should be considered as a maximum and every effort should be made to expedite the process. Except where calendar days are noted all references to working days means days on which the business administrator's office is open for business.

Step One

1. An aggrieved employee shall institute action in writing under the provisions hereof within twenty-one (21) calendar days of the occurrence of the grievance.
2. The Transportation Coordinator shall render a written decision within three (3) working days after receipt of the grievance.

Step Two

1. In the event a satisfactory settlement has not been reached, the employee may appeal the Step One decision to the Board Secretary within five (5) working days following the decision at Step One.

2. The Board Secretary shall render a decision in writing within ten (10) working days from the receipt of the grievance.

Step Three

1. In the event a satisfactory settlement has not been reached at Step Two, the Association may appeal the Step Two decision to the Superintendent of Schools within five (5) working days following receipt of the Step Two decision.
2. The Superintendent of Schools shall render a decision in writing within ten (10) working days from the receipt of the grievance.

Step Four

1. In the event the grievance has not been resolved at Step Three, then within five (5) working days following the determination of the Superintendent of Schools, the matter may be submitted by the Association to the Board of Education for review.
2. The Board of Education, or a committee thereof, shall upon the request of the Association hold a hearing or shall review the matter and make a determination within thirty (30) calendar days from the receipt of the grievance.

Step Five

1. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by a third party, it shall so notify the Board through the Superintendent of Schools within ten (10) working days of receipt of the Board's decision.
2. The following procedure shall be used to secure the services of an arbitrator:
 - a. A request will be made to PERC to submit a roster of persons qualified to function as arbitrators in the dispute in question.
 - (1) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He cannot modify, add to, nor subtract anything from the Agreement between the parties. The finding of the arbitrator shall be binding. Only the Board and the aggrieved employee and his representative(s) shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.
 - (2) The costs for the services of the arbitrator shall be borne equally by the Board and the Association. Any additional costs shall be paid by the party incurring same.

Miscellaneous

1. No meetings and hearings under this procedure shall be conducted in public and shall include only such parties in interest and their designated representative, heretofore referred to in this Article.
2. The form for filing grievances is attached as Appendix B.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Neither the Board nor the Association will take reprisals against any employee on the basis of the employee's participation or lack of participation in the grievance.

ARTICLE IV

SALARIES AND WORKING CONDITIONS

Section A

The salaries of all employees covered by this Agreement, for the term of this Agreement are set forth in Schedule A attached.

Section B

New permanent employees in all job classifications shall be probationary for their first three (3) months of active service in accordance with Department of Personnel Rules NJAC 4A:4-5.1, et. seq. This working test period shall not include any time served by an employee under provisional, temporary, interim or emergency appointment.

Section C

Mechanics and Senior Mechanics will be employed on a twelve (12) month basis. All mechanics will work forty (40) hours per week, including a paid one-half (1/2) hour lunch period during which the mechanic shall be on call and shall remain on the premises. Overtime will be paid for all hours worked in excess of forty (40) hours per week at one and one-half (1-1/2) times the hourly rate. All overtime must be approved in advance by the Board Secretary (or Superintendent in the Secretary's absence). In the event of breakdowns after regular working hours, the head mechanic may authorize overtime and notify the Board Secretary the next working day. Mechanics summer hours, July 1, to August 31, will begin not later than 7:00 a.m.

Section D

1. Bus drivers shall be paid on regularly scheduled pay days, two (2) times per month in accordance with the hours called for in their individual run contract. Each pay shall be for one twentieth (1/20) of the driver's annual wage which is calculated on the basis of the hourly rate times the driver's contracted hours times one hundred eighty (180). In the event that a driver resigns, retires or is terminated prior to the end of the school year, the driver's last paycheck will be adjusted to reflect payment for the actual number of days worked prior to separation from employment.

EXAMPLE

The school year begins on September 7. The driver resigns effective December 31. The driver has a five (5) hour contract.

<u>MONTH</u>	<u>NUMBER OF DRIVING DAYS</u>	<u>DAYS PAID</u>
September	18	18
October	21	18
November	18	18
December	<u>17</u>	<u>9</u>
TOTAL	74	63

Through December 15 the driver will have been paid for sixty-three (63) workdays. The driver's paycheck on December 31 will be for ten (10) days' pay.

2. Additional time will only be paid in the event of breakdowns except for extra runs and field trips and athletic runs which extend the driving time beyond the contracted amount. Payment for extra time will be made on the same schedule as overtime for mechanics.
3. Disputes regarding whether or not a contract contains sufficient time in which to complete a run must be raised prior to September 30th of each year. These disputes will be presented directly to the Transportation Coordinator and the Board Secretary on a form to be provided by the Board Secretary. The Transportation Coordinator shall make a recommendation on all disputed times prior to October 10th. Any modification (increase or decrease) in the time allocated for a bus run, after the school year begins, must be approved by the Board Secretary. If the Board Secretary's decision regarding the time allocated for a run is resolved in the driver's favor, the driver's pay shall be adjusted retroactively to September 1st or to that date at which point the driver commenced the bus run in question. Overtime will be paid for all hours worked in excess of forty (40) hours per week at one and one-half (1-1/2) times the hourly rate. All overtime must be approved in advance by the Board Secretary (or Superintendent in the Secretary's absence).

Section E

1. Time recorders will be used to keep accurate record of employee's hours. All time worked past one (1) hour shall be paid as follows:

5 to 15 minutes – 1/4 Hour
16 to 30 minutes—1/2 Hour
31 to 45 minutes—3/4 Hour
46 to 60 minutes—1 Hour

2. If an employee drives a trip or performs any other work for the Board which results in his/her working at two or more different rates of pay during any single week (Sunday-Saturday), any hours worked in excess of forty (40) will be paid at one and one half (1-1/2) times the weighted average of the rates for all hours worked. Example: 30 hours at the to/from rate (\$18.20) and 12 hours at the trip rate (\$8.86) equals \$15.53 weighted average. The overtime hours would be paid at 1.5 x \$15.53.

Section F

Employees shall be compensated at their hourly base rate, for attendance at required meetings, conferences or programs which occur outside of the employee's scheduled work hours or which occur on days when school is closed. Employees shall attend one school safety meeting of no more than three (3) hours duration, which occurs outside the employee's scheduled work hours. There shall not be any additional compensation for this meeting. Employees shall also attend emergency or work related meetings as required by the Superintendent and which occur during regular **Transportation Department work** hours. There shall be no additional compensation for these meetings.

Section G

Bus and van driver's pay for paid leave days shall be in accordance with the number of hours specified in the individual's driving contract.

Section H

Overnight Trips—The transportation coordinator shall determine by distance, hours and numbers of busses going on the trip if a mechanic is required. The mechanic must be properly licensed so that he/she can assist with driving. The coordinator will assign a "head" bus driver for multi-vehicle trips. Drivers are to log and be paid for all hours behind the wheel, approved by the person in charge. Mechanic(s) will be compensated for driving time and repair time. For overnight trips, all costs for lodging and meals will be borne by the sponsoring class, organization, etc. Selection of drivers for overnight trips will be on the basis of the rotating seniority roster for extra runs and field trips.

Section I

Fifteen (15) minutes will be added to the driving time of the first run each day. This time will be utilized to perform all State and Board required inspections of the bus prior to leaving the garage area.

Section J

Any driver called in to make an unscheduled run by the Transportation Coordinator shall be paid a minimum of one (1) hour for that run or for reporting to work. If a driver appears to drive for a regular run or trip that is not scheduled to begin within fifteen (15) minutes of the conclusion of another run or trip and the first run or trip is canceled, the driver shall be paid two (2) hours for his/her time. Any driver making an unscheduled run as directed by the Transportation Coordinator, which extends his/her driving time beyond the contracted driving time, shall be paid in accordance with the provisions of Section E above.

Section K

Drivers must report by telephone that they will be absent at least one (1) hour prior, and every effort will be made to give more than two (2) hours notice, to their scheduled reporting time. Failure to provide this advance notice of absence will cause the absence to be an unexcused absence with resultant loss of pay. All drivers who do not return the bus to the bus garage between runs must radio the garage to report that the bus is empty before parking the bus. Failure to radio in will lead to disciplinary action.

Section L

All drivers and mechanics must hold a valid New Jersey bus driver's license and CDL, with passenger and air brake endorsements.

Section M

1. All drivers must submit to and pass a bi-annual physical examination except for drivers who have reached age seventy (70) and must have an annual physical, and provide the Board with a doctor's statement certifying physical fitness to drive a bus. Annual physical examinations may be performed by the school doctor at no cost to the employee. If the employee elects to use another doctor for the physical examination, the employee shall be responsible for the cost.
2. The Board may require a bus driver to be tested for alcohol or drug abuse under the following circumstances. The Board shall pay for the cost of the test when the Board requires an employee to be tested for prohibited substances.
 - a. At the time of employment
 - b. Following an accident
 - c. Randomly
 - d. Upon suspicion of abuse

Section N

All drivers and mechanics are to be thoroughly familiar with the contents of the District Transportation Coordinator's Handbook and abide by all the rules and regulations contained therein or be subject to disciplinary action. Copies shall be provided. Each driver shall sign an acknowledgment that he/she has received a copy of the Handbook.

Section O

When parochial schools are open and district schools are closed for holidays, etc., parochial drivers may drive receiving regular pay.

Section P

When a regular bus driver is asked to take a trip on a regularly scheduled contract day, the driver will receive contract wages first as per his/her individual driving contract and shall receive regular trip wages for the remaining hours of the trip.

Section Q

After forty (40) consecutive workdays on the same run an interim driver's rate of pay will be increased from the substitute driver rate to the rate for bus drivers who are hired after September 1, 1997.

Section R

1. Mechanics will be reimbursed for the purchase of shirts, pants, safety shoes, coveralls and jackets. The specifications for the clothing will be set by the Board. Uniforms must be worn whenever a mechanic is on duty.
2. Mechanics will be reimbursed for the purchase of tools and/or equipment. This allowance will be to replace and/or update any tools or equipment that is necessary in performing his duties adequately and proficiently.
3. The annual reimbursement for uniforms and/or tools/equipment shall be limited to the amounts listed below. Original copies of receipts for purchases must be submitted for reimbursement.

04-05--\$625. Effective January 1, 2006--\$650.

Section S

Each pay period any driver who receives extra compensation will be given an accounting of the number of hours worked at each rate of pay.

Section T

After three (3) years continuous service to Middle Township Schools, each bus driver, whether permanent or temporary, shall receive reimbursement of the cost for fingerprinting/criminal history check required by state law at a cost not to exceed seventy-nine dollars (\$79.00). The district will pay for this reimbursement every four (4) years, each time the employed driver renews his/her CDL and pays the fee, providing that his/her employment is continuous. Required physicals may be performed by the school doctor.

ARTICLE V

LEAVE

Section A

All regular drivers and aides shall be entitled to fourteen (14) days leave each calendar year. This leave shall be used for sickness or personal reasons at the employee's option. Unused days may be accumulated at the rate of twelve (12) days per year with no maximum limit. Not more than ten percent (10%) of the employees shall be absent at any one time. When employee absence will exceed ten percent (10%) due to sickness, previously approved days off for reasons other than sickness may be canceled by the Transportation Coordinator.

Section B

Bus drivers that are coming back from an approved leave of absence, shall regain their regular run (hours per day) or an equivalent run if their run no longer exists and replace any relief bus driver substituting on their regular bus route.

Section C

Vacations—Permanent, twelve (12) month employees shall be entitled to vacation leave as follows:

1. Annual vacation leave with pay shall be earned at the rate of one (1) workday of vacation for each month of service for the remainder of the calendar year following the date of appointment; twelve (12) workdays per year thereafter up to and including the ninth (9th) year of service; fifteen (15) workdays thereafter up to and including the fifteenth (15th) year of service; twenty (20) workdays with sixteen (16) or more years of service.
2. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the School Administration unless the administration determines that it cannot be taken because of pressure of work. Any unused vacation days may be carried forward into the next succeeding year only.
3. No more than two (2) weeks vacation will be taken at any one time without the approval of the immediate supervisor. No more than one (1) week of vacation may be taken when the schools are in session, unless approved by the Superintendent.

Section D

Sick Leave will be administered based on Civil Service regulations for mechanics only.

Section E

Upon retirement from the School District in accordance with PERS retirement guidelines, any mechanic having worked at least seven (7) years in the district shall receive a payment for accumulated, unused sick leave in accordance with the following formula:

Effective September 1, 2005, accumulated, unused sick leave days x \$35 = Payment to Employee up to a maximum of 225 days.

Section F

Mechanics, school bus drivers, and bus aides, shall be entitled to longevity pay for years of service to the district. Longevity pay shall be computed at the rate of 1% for five (5) years, 2% for ten (10) years, 3% for fifteen (15) years and 4% for twenty (20) years of service.

Section G

Upon the death of an active employee, the employee's estate shall be paid for the employee's unused sick leave/leave time and unused vacation time.

Section H

Three days bereavement leave per occurrence for the death of a spouse, parent, or child. Adjacent to death with exceptions.

ARTICLE VI

INSURANCE PROTECTION

(Excluding Substitutes)

Section A—Medical Insurance

The Board shall pay the full premium cost of medical, surgical, outpatient, and major medical insurance for all employees and their dependents who are designated as eligible for insurance coverage by the insurance carrier. This coverage shall be provided through the State Health Benefits Plan or an equivalent plan. Medical insurance benefits shall be equal to medical insurance benefits provided to teachers.

Section B—Prescription Insurance

The Board shall pay a part of the premium cost of prescription insurance for all employees and their dependents who are designated as eligible for insurance coverage by the insurance carrier. This coverage shall be provided through the State Prescription Plan. Prescription card terminates September 30, 2005. Payable in September, 2005, the employees' 2005-06 wage increase will be issued in advance up to a maximum of one thousand dollars (\$1000) for those employees who currently have a payroll deduction for prescription insurance.

Section C

If the insurance coverage provided in Sections A and B above change for other groups, the Association will accept the new coverage without negotiation. Employees hired on or before June 30, 1996, who regularly work twenty (20) or more hours per week, will be eligible for coverage.

Section D

Eligibility for Board-paid premiums for the insurance plans described in Sections A and B above shall be determined by the number of hours of regularly scheduled employment per week. Employees hired on or before June 30, 1996, who regularly work twenty (20) or more hours per week will be eligible for coverage. Employees hired on or after July 1, 1996, who regularly work thirty (30) or more hours per week will be eligible for coverage.

Section E—Dental Insurance

Effective April 1, 1999, employees and their dependents who are eligible for insurance benefits pursuant to the provisions of Sections C and D above shall become eligible for dental insurance benefits.

Section F

1. When the District is providing medical insurance benefits through the State Health Benefits plan as set forth in Section A above all employees who either remain enrolled or who elect to enroll in the Prescription Drug Program as set forth in Section B above shall contribute five hundred dollars (\$500) per year for employees enrolled with dependent prescription coverage; or three hundred dollars (\$300) per year for employees enrolled in single prescription coverage.
2. Contributions hereunder will become effective as of July 1, 1996, and will continue in full force and effect until a successor agreement is in place.
3. The contributions referred to in Section F.1. above shall be made by the Board under a salary reduction agreement under which participants elect to reduce their compensation and to have those amounts contributed as employer contributions on the employee's behalf.
4. Employees may elect to withdraw from the Prescription Drug Program through the completion of a voluntary withdrawal form at any time. Upon withdrawal from the Prescription Drug Program, the employee shall not be required to make contributions through the salary reduction agreement. Withdrawals shall be for the full school year or as permitted by the Plan contracted by the Board. Any re-enrollment or new enrollment after September 1, 1996, will have the conditions agreed upon in F.1. of this memorandum pro rated.
5. The Board and the Association adopt the cafeteria plan in the form attached hereto as Exhibit A and agree to allocate the aforementioned five hundred dollars (\$500) for employees enrolled with dependent coverage and three hundred dollars (\$300) for employees enrolled with single coverage for funding the plan.
6. Effective April 1, 1999, the employee contribution shall be reduced to four hundred dollars (\$400) per year for employees enrolled with dependent coverage and two hundred dollars (\$200) per year for employees enrolled in single coverage.
7. Upon the Board's withdrawal from the State Health Benefits Plan, or upon the State Health Plan legislatively requiring an employee premium contribution, Sections F.1. through F.6. shall be null

and void and the Board shall pay the full premium for each employee and his/her dependents under the Prescription Drug Plan.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section A

All drivers shall be provided with a pass to permit attendance at school activities.

Section B

Any teacher holding a bus driver's license shall be permitted to drive only as a substitute driver or in the event of an emergency when a regular driver is not able to complete a trip due to illness or injury. The teacher must comply with all the rules and regulations of the Transportation Department. Teachers working as bus drivers will be paid the substitute bus driver rate.

Section C

If the Board, for reasons of economy, contemplates subcontracting the work of any employee covered by this agreement and layoffs may result, the Board agrees to discuss economic aspects of the proposed subcontract with the majority representative of the bargaining unit prior to the execution of any such subcontract.

Section D

If a reduction in force is necessary as a result of any subcontracting decision, all potentially affected employees shall be given at least forty-five (45) days notice prior to being laid off.

Section E

If the Board, for any reason of economy, seeks to transfer unit work to non-unit employees, the Board shall negotiate in good faith with the Association prior to transferring any unit work outside of the unit, unless the unit waives this right.

ARTICLE VIII

NO STRIKE PLEDGE

Section A

The Association covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in

any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employment), work stoppage, slowdown, walkout, or other job action against the school district. The Association agrees that such actin would constitute a material breach of this Agreement.

Section B

In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by an employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article III.

Section C

The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Board.

Section D

Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

ARTICLE IX

SENIORITY

Section A

The Transportation Coordinator shall maintain and permanently post on the Transportation Bulletin Board three (3) up-to-date seniority lists in accordance with the following rules. The lists shall be for permanently appointed employees, provisionally appointed employees and substitute personnel.

Section B

Seniority for the purpose of this Article shall be based upon an employee's most recent date of permanent appointment and second upon an employee's most recent date of temporary or provisional appointment if the employee has not been permanently appointed. Permanently appointed employees shall have seniority over temporarily or provisionally appointed employees in accordance with Title 4, N.J.A.C., Civil Service Rules.

Section C

In the event that two (2) employees have the same appointment date, their respective seniority shall be determined by their placement on the appointment list for Civil Service appointed drivers and by their bus

driver's license issue date, the earlier issue date having greater seniority, for non-Civil Service appointed drivers.

Section D

An employee's seniority shall cease and his employee status shall terminate for any of the following reasons: (1) Resignation or retirement. (2) Discharge for cause. (3) Continuous layoff for a period exceeding twelve (12) months. (4) Failure of a laid-off employee to report for work on the date specified in written notice of recall seven (7) or more calendar days prior to such date. Said written notice of recall shall be sent by the Board by Certified Mail, return receipt requested, to the employee's last known address, as shown on the Board's personnel records. (5) Failure to report to work for a period of three (3) consecutive scheduled working days without notification to the Board.

Section E

Should the Board determine that a reduction in force is required, employees shall be laid off from their jobs in the following manner: (1) The employee with the least seniority shall be the first employee laid-off in the job affected. (2) In the re-hiring, the same principal shall apply, namely the last person separated shall be the first to be rehired. The above shall also apply to reductions in individual weekly work schedules. Whenever the Board shall require new workers, it shall first offer employment to those of its workers who may have been laid-off in accordance with the seniority provisions of this Agreement.

Section F

Relief drivers shall be available to drive when called by the Transportation Coordinator to maintain their standing on the Relief Driver Seniority List. During the extended absence of a regular driver, the senior relief driver shall be assigned to run until the regular driver returns. Job assignments for relief drivers shall be made from the Seniority List of relief drivers.

ARTICLE X

BUS RUNS AND DRIVING TIME

Section A

Each time card is to show the scheduled starting time for all regularly scheduled runs to which the driver is assigned. The starting time includes the one time per day, fifteen (15) minute bus inspection provided for in the contract.

Section B

All drivers are to clock-in at the start of each run. Those bus drivers who take their buses home, must radio in each day at their starting time.

Section C

The driving time per run begins at either the scheduled starting time for the run as shown on the time card or the time the driver punches in, whichever is later.

Section D

Drivers are to punch out promptly upon returning to the bus yard.

Section E

The driving time of the run is calculated to the nearest fifteen (15) minutes as in the following examples, following the guidelines of Article IV, Section F.

<u>STARTING TIMES</u>	<u>ENDING TIMES</u>	<u>HOURS WORKED</u>
7:12 a.m.	9:15 a.m.	2
7:12 a.m.	9:22 a.m.	2-1/4
7:12 a.m.	9:30 a.m.	2-1/4

Section F

The minimum time assigned on a daily basis will be four (4) hours for a.m. and p.m. "To and From" runs. In the event all drivers cannot be assigned four (4) hour "To and From" routes, those drivers not having four (4) hours will be offered additional routes, i.e., VO-Tech, Pre-School, etc., to make the four (4) hour minimum. If the driver does not accept the offered routes, the driver will be paid the actual per day driving time.

Section G

All job openings in regularly scheduled runs shall be advertised on the Transportation Bulletin Board and five (5) working days will be allowed for regular drivers to apply for the run. The opening shall be assigned to the senior regular driver who applied. This same procedure shall apply to all succeeding openings until the senior relief driver is assigned to the final opening as a regular driver.

Section H

A job opening will exist when the assigned driver leaves a regular run permanently.

1. When existing runs are combined or modified, the resulting run or runs shall be considered between the two (2) drivers of said runs, the senior driver having first choice.
2. If a run is established (to and from) and another run is added to the established run, the driver of said run should be considered first.
3. A reduction in the total number of bus runs that caused a reduction of the workforce shall give the affected drivers the right to replace (bump) the last regular driver hired.

Section I

Vo-Tech and Kindergarten (mid-day) runs only will be offered for selection by seniority after all drivers have made the four (4) hour daily minimum.

ARTICLE XI

WORK RULES REGARDING FIELD TRIPS, EXTRA RUNS AND SPORTS RUNS

Section A

During the first week of each school year, ALL regular drivers will be given the opportunity to sign up for assignments to extra runs and/or field trips. Relief drivers may be used if necessary, but must be off probationary period.

Section B

The names of the drivers signing up for field trips, extra runs and sports trips will be placed on a roster beginning with the employee with the most years of service as a bus driver in the Middle Township School District. The second name on the roster will be that of the next most senior driver signing LIP for field trips, extra runs and sports trips. The names of the drivers will be added to the list based on the years of service in the district with the last name on the list being that of the driver with the shortest service time in the school district.

Section C

Drivers will be offered the opportunity to accept field trips and/or extra runs on a rotating basis starting with the first name on the list. As field trips/extra runs are scheduled, they will be offered to the drivers in the order that the driver's name appears on the list until the last driver on the list has been offered a run.

Section D

After all drivers on the list have been offered an extra run or field trip, the driver whose name appears at the top of the list will be offered a second run. Thereafter, runs will be offered in the same order as before.

Section E

Refusal or unavailability for an extra driving assignment shall count as a turn on the list. The utilization of this driver for emergencies shall be at the discretion of the Transportation Coordinator.

Section F

Each assignment will count as a turn without regard to the length of the driving assignment.

Section G

Shuttle runs between two (2) schools within the district WILL NOT count as a turn on the list.

Section H

In emergency situations, runs may be assigned without regard to the driver's location on the rotational seniority list. However, emergency assignments will not be counted as a turn on the list and the driver receiving the emergency assignment will not be credited for having had a turn.

Section I

Regular drivers not working due to their schools being closed, etc., shall be able to be scheduled for other routes by informing the supervisor of their availability. Assignment shall be on seniority basis. Aides, substitutes, and mechanics are similarly scheduled in that designated order.

ARTICLE XII

DEFINITIONS

Vacant Position

A position that is unoccupied that the Board intends to fill. Positions that are open as a result of an approved leave of absence, or absences due to illness, injury, Worker's Compensation, and vacations are not vacant positions.

Date of Hire

The most recent date of employment in a vacant position.

Permanent Employee

One who has acquired the longevity and rights resulting from regular appointment to a vacant position and successful completion of the working test period.

Interim Driver

An employee who is filling the position of a permanent employee on a temporary basis.

Substitute Driver

See Interim Driver.

Effective Date of Retirement

The first day of the month for which the Public Employees Retirement System declares the employee eligible for retirement benefits.

Effective Date of Resignation

The day after an employee's last day on the payroll.

To And From Run

- Home to School and School to Home
- Regularly scheduled school to school shuttle (Tech School)
- Sick/Emergency rides home
- Pre-School
- PM Alternative (To school only)

Extra-Curricular Runs: (Other than to and from runs)

- Extra curricular activities
- Field trips
- Sports, Band, etc.
- Activity/Detention to home (including PM alternative to home)

Pop-Up Trips

Extra-curricular runs where there is less than 24 hours notice

Rotation Lists

- R1—To and From Runs that are posted after the beginning of the school year.
- R2—Extra-Curricular trips known in advance, posted at least 24 hours in advance.
- R3—Pop-Up trips, posted with less than 24 hours notice.

Regular Run—To and From, Tech School Shuttle, Pre-School

Pay Rates

- R1—To and From Rate
- R2 & R3—Trip Rate

ARTICLE XIII

DURATION OF AGREEMENT

Section A

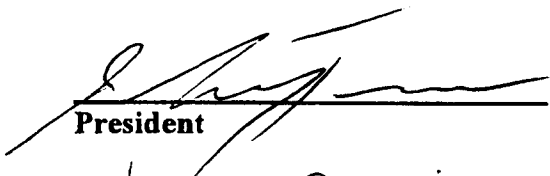
This Agreement shall be effective as of July 1, 2004, and shall continue in effect until June 30, 2008. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

Section B

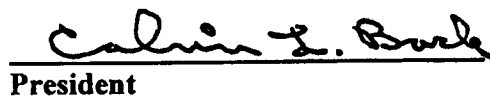
In witness thereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all on the day and year so indicated.

**MIDDLE TOWNSHIP SCHOOL
BUS DRIVERS ASSOCIATION**

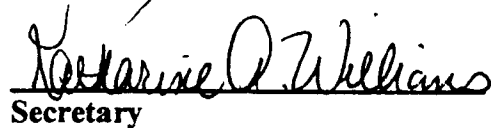
**MIDDLE TOWNSHIP
BOARD OF EDUCATION**



President



President



Secretary



Secretary

10-4-2005

Date

04 Oct. 2005

Date