

**CONTRACT AGREEMENT
BETWEEN
ROXBURY TOWNSHIP BOARD OF EDUCATION**

and

TEAMSTERS LOCAL 97 OF NEW JERSEY

Effective: July 1, 2011

Expires: June 30, 2014

THIS AGREEMENT made between the **ROXBURY TOWNSHIP BOARD OF EDUCATION** with its facilities in Roxbury Township, New Jersey, party of the first part, hereafter referred to as the “EMPLOYER” AND **TEAMSTERS LOCAL 97**, with its principal place of business at 485 Chestnut Street, Union, New Jersey 07083, party of the second part, hereafter referred to as the “UNION/LOCAL 97”, for and on behalf of those designated employees named in Article I, Recognition.

ARTICLE I
RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all Bus Drivers employed by the Employer, but excluding all substitutes.

ARTICLE II
UNION SECURITY

Section I. The Employer agrees it will give effect to the following form of Union Security:

a. All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing by payment of the regular monthly dues. All present employees who are not members of the Union will pay a Representation Fee as set forth hereafter.

b. It is agreed that at time of hire, newly hired employees, who fall within the bargaining unit, will be informed that they have the chance to join the Union thirty (30) days thereafter or pay to the Union a Representation Fee.

ARTICLE III

CHECK-OFF OF UNION FEES

Section 1 (a). The Employer hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S.A. 52:14-15.9(e). The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the second salary paid to each employee during the month and such deduction made the first month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

Section 1 (b). In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.

Section 2. Representation Fee.

- A. If an employee does not become a member of the Union during any membership year (from July 1 to the following 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 Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.
- B. Prior to the beginning of each membership year, the Union will notify the Board in writing of any change in the amount of the regular membership dues charged by the Union to its own members for that membership year. The Representation Fee, up to 85%, to be paid by non-members, will be determined by the Union in accordance with the Law. In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the Representation Fee should be proportioned equal in amount to the regular membership dues charged by the Union to its own members, and the Representation Fee may be set up to 85% of that amount.

- C. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the current membership year. The Employer will deduct from the salaries of such employees, in accordance with paragraph D below, the full amount of Representation Fee and promptly will transmit the amount so deducted to the Union.
- D. The Employer will deduct the Representation Fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
 - a. Ten (10) days after receipt of the aforesaid list by the Employer; or
 - b. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first pay check paid ten (10) days after the resumption of the employee's employment in a bargaining unit position whichever is later.
- E. If an employee who is required to pay a Representation Fee terminates his or her employment with the Employer before the Union has received the full amount of the Representation Fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.
- F. Except as otherwise provided in this Article, the mechanics for the deduction of Representation Fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
- G. The Union will notify the Employer in writing of any changes in the list provided for paragraph F above and/or the amount of the Representation Fee, and such changes will be reflected in any deductions made more than ten (10) days after the

Employer received said notice

- H. On or about the last day of each month beginning with the month this Agreement becomes effective, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. This list will include names, job titles and dates of employment for all such employees. The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.
- I. LOCAL 97, shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34-13A-5.5 (c) and 5.6 and membership in LOCAL 97, shall be available to all employees in the unit on an equal basis at all times. In the event LOCAL 97 fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.
- J The provisions for collection and transmittal of this fee shall be governed by Chapter 233, PL 1969 (N.J.S. 52.14-15.9(e)). Board compliance with this procedure shall release the Board from any further liabilities and the Board shall not be a party to any litigation resulting from individual challenge to this Agreement.

Section 2.1. The Union shall indemnify and hold harmless the Board against any claims arising out of the implementation of the representation fee pursuant to this Article.

ARTICLE IV

EMPLOYER RIGHTS

The Employer recognizes the rights of the employees as defined by Chapter 303, Public Laws of 1968, and Chapter 123, Public Laws of 1974, known as ANew Jersey Employer-Employee Relations Act.”

ARTICLE V

HOURS OF WORK AND OVERTIME

Section 1. The work year shall consist of ten (10) months.

Section 2. Regular employees shall be assigned a daily work package of at least four (4) hours. The Board shall have full discretion in determining how the packages are configured – i.e., 1 hour and 3 hours; or 2 hours and 2 hours. Availability of work packages shall be subject to the seniority rules in the 2007-2010 contract.

Section 3. All bus drivers shall be paid for days worked in accordance with the Roxbury School calendar plus the holidays noted in Appendix A, Section 2., or if a driver is assigned exclusively to transport students out-of-district, in accordance with the School calendar of a destination school. When an out-of-district school is closed on a day when Roxbury Schools are open, any extra runs available on that day shall be offered first to those regularly employed in-district drivers who are scheduled to work that day and who are available for such assignments followed by regularly employed out-of-district drivers.

Section 4. Before the start of the school year, bus drivers shall have an opportunity to bid on regular work packages on a seniority basis. Management shall provide, before bids are received, an estimate of the working time for each work package, including AM pre-check and PM clean-up times, but these estimates shall not be binding on management. At the same time, drivers may select a mid-day run or a late run if such runs are available. Such runs will be added to the employee's work package. If a senior driver does not take a late run, the driver will stay on the list for a mid-day run.

Section 5. Additional Assignments. Trips, runs, shuttles, extra work and emergency work not assigned as part of basic work packages shall, if available, be offered to regular drivers who may pick on a seniority rotation basis. Drivers who wish to be considered for this extra work shall, at the beginning of the school year, sign on to the extra work lists. Any driver shall have the option to delete or add his/her name to these lists at any time during the school year. However, if a mid-day or late run becomes available for more than five (5) consecutive work days, that run shall be posted and awarded in accordance with seniority. If an employee does new mid-day or late runs for eight (8) consecutive weeks, that run shall be added to the employee's work package until the original employee returns. For purposes of this Section, a trip offered but

refused by a driver shall count as that driver's turn in the seniority rotation. Management shall have the right to give posted emergency assignments to substitute drivers if no regular driver signs up for the assignment by the time limit stated on the posting. Extra work assignments which are posted or offered shall not be changed (e.g. from trip to shuttle) after they have been bid or accepted by the employee.

Section 6. All extra work assignments given out the previous day must be made available for review. A copy shall be distributed in the Steward binder. (furnished by the union) If a driver performing an assigned task for the Department when trips are assigned, the Director of Transportation, or his designee, shall call that bus driver and make verbal contact to inform them they have received that trip assignment. For the purposes of this Section, a trip offered but refused by a driver shall count as that driver's turn in seniority rotation.

Section 7. All work packages shall include a fifteen (15) minute period at the beginning and end of the work day for the purpose of vehicle safety pre-check, fueling, cleaning and safety post check. For the purposes of this Section, the work day shall include any newly available trips, runs, shuttles, extra work or emergency work that may be assigned. Time for pre checking, fueling and cleaning must be listed separately on time sheets. Such times cannot be added to the time of the trip. Any driver who uses a different vehicle to perform an assignment must be given fifteen (15) minutes before and after their trip for post check, cleaning and fueling but also must submit a check slip for the new vehicle.

Section 8. When a driver's basic daily work package exceeds five (5) hours or management's pre-school year estimate, whether because of changes in trips and/or routes or because actual driving experience takes longer, the extra time shall be added to the driver's package upon verification and confirmation of the time by management which process shall be completed within eight (8) weeks of the date on which management was given notice of the change by the driver. Adjustments in the basic work package shall be made in fifteen (15) minute increments and shall be reflected in appropriate changes including starting times in the drivers basic work schedule. Retroactive changes in the basic work package schedule time shall be reflected in retroactive adjustments in the basic pay rate for the driver. Drivers shall be notified in writing of the retroactive adjustments. Any dispute is subject to the contract grievance procedure.

Section 9. Extra work assignments shall be paid at the straight time rate until the driver's total work load for the week exceeds forty (40) hours. Hours worked in excess of forty (40) hours in a week shall be compensated at a time and a half rate.

Section 10. If the working time for the package selected by a driver at the beginning of the school year is reduced, either because of changes or partial discontinuation, the driver may maintain the original package hours with no reduction in compensation, but shall perform any runs or other transportation duties assigned within the regular work day to make up for lost time. Drivers whose runs are discontinued or cancelled due to emergency situations shall perform any other runs or transportation-related duties assigned within the regular work day at no loss in pay.

Section 11. Any changes to a bus/van drivers' time sheet shall be initialed by the bus/van driver to acknowledge receiving notice of the change.

Section 12. Bus/van drivers who, with the advance written approval of the Director, power wash their vehicles outside of the work day shall be paid for an additional fifteen (15) minutes of working time at the driver's regular pay rate.

Section 13. Trip Cancellations. If a trip is cancelled for any reason other than an emergency beyond the control of the School District, such as weather, the driver shall be paid for the trip unless notice of the cancellation is given at least 24 hours before the scheduled start of the trip.

ARTICLE VI

SENIORITY

Section 1. The Employer shall establish and maintain a seniority list of employees with the Roxbury Township Board of Education. The seniority of each employee shall date from the most recent hiring with the Employer. Seniority shall apply to regular employees only, excluding substitutes. A seniority list will be sent to the Union once a year.

Section 2. Seniority shall be defined as the continuous length of employment of the employee with the School Board from his/her date of last hire. .

Section 3 Seniority shall prevail in the matter of selection of a daily basic run, a midday run, a late run, a shuttle, trips (extracurricular and athletics), and layoffs provided that qualifications and ability, as determined by the School Board, are equal.

Section 4 An employee shall lose his seniority rights for any one of the following reasons:

- a. If an employee quits; or
- b. Is discharged for proper cause; or
- c. Does not return to work in 72 hours when recalled unless excused for illness or other valid reason; or
- d. Is absent for two (2) or more consecutive days or shifts without notifying his/her foreman or other superior, unless the employee can establish that it is impossible to so notify his/her foreman or other superior; or
- e. Is laid off for at least twelve (12) months; or
- f. Is absent due to a disabling accident or illness extending beyond eighteen (18) consecutive months with Board approval; or
- g. Leaves the bargaining unit for a period of at least three (3) months to accept jobs excluded from the bargaining unit.

ARTICLE VII

FORCE REDUCTION

Section 1. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Employer within the job occupation involved. The employee with the least seniority shall be laid off first and in re-hiring, the same principle shall apply, namely, the last employee laid off shall be the first to be re-hired.

Section 2. The employees involved in any layoffs shall receive thirty (30) days notice.

Section 3. Seniority shall cease under the following conditions:

- a. Resignation or termination.
- b. Failure to report to work or recall after layoff. Recall shall be made by registered mail to the last known address in the files of the Roxbury Township Board of Education. Failure to respond within five (5) days shall be deemed to be a resignation.

c. Layoff for a period of one (1) year.

Section 4. Nothing in this Article shall be held to limit the right of the Employer to reduce the number of employees employed in the District whenever, in the judgment of the Employer, it is advisable to abolish any such positions for reasons of economy, or because of reduction in the number of pupils, or for any other just cause upon compliance with the provisions of this Article.

ARTICLE VIII

JOB VACANCIES, TRANSFERS, AND NEW JOBS CREATED

Section 1. If new jobs are created, if vacancies occur in a higher-rated position, or promotions are to be made and if two or more equally qualified employees apply for such position or promotion, seniority shall be a factor to be considered in the selection of employees to fill such positions before any new employees are hired.

Section 2. The Employer agrees to post a notice of such new jobs, vacancy, or promotion on the bulletin board for five (5) working days. Such notice shall contain a description of the job, the rate, and when the job will be available. Anyone interested, in order to be eligible, must file an application with the Director of Transportation and sign the notice.

Section 3. The successful applicant within the union shall be notified in writing of the employee's acceptance by the Employer within ten (10) workdays of such acceptance. If there are not successful applicants within the Union, the Employer may appoint or hire to fill such jobs.

Section 4. Employees may meet to discuss their transfer with their immediate supervisor on an informal basis. The employee recognizes the fact that the right to transfer an employee is a management right.

ARTICLE IX

SALARIES-COMPENSATION-ETC.

Section 1. Bus Drivers shall be paid their regular afternoon rate of pay each day up to the completion of their regular afternoon run package. Following completion of the afternoon run package, extracurricular trips will be paid at the driver's regular rate of pay.

Section 2. Inclement Weather Pay. On days when school is canceled because of inclement weather, the drivers are to be notified before 6:00 a.m. Drivers who report to work because they are not notified prior to 6:00 a.m. will be paid for one hour at their rate of pay.

Section 3 When there is an early dismissal at any school for anything other than weather related, i.e., conferences, mid-terms, and a driver covers an early out along with their noon time run, the driver will be paid for additional time needed.

Section 4. After an average running time has been established, out of town runs will be paid according to the average length of run plus pre-trip inspection and fueling and cleaning time pursuant to Article V, Section 7.

Section 5. Unless paid at overtime rates (because the employee has worked over forty (40) hours) all time worked shall be paid at the driver's regular rate stated in Appendix A Section 1..

Section 6. Any bus driver employed prior to February 1, of any school year shall be given full credit for one (1) year service towards the new salary for the following year. Any bus driver employed between February 1 and June 30 shall move to the next salary on the first day of the month following the one-year anniversary date the following school year.

Section 7. The mid-day kindergarten runs shall be paid at the hourly rate. Late runs, late-late runs, extracurricular runs, athletic school trips and shuttle service runs shall be paid at the hourly rate set forth in Appendix A, Section 1.

Section 8. Any compulsory training programs or meetings, such as defensive driving, first aid, orientation meetings, etc. (list to be set up by the Transportation Director), shall be paid at the bus/van driver's hourly rate.

Section 9. The Board of Education will pay each bus driver the hourly rate for court attendance when the driver appears in court on behalf of the Board of Education and when such attendance takes place after the employee's regular working day.

Section 10. Medical Expenses. The Board of Education shall pay for the medical examination of those bus drivers who have been employed as regular drivers within our system

for more than one (1) year. The medical examination shall be performed by (Urgent Care). Urgent Care's recommendation that the applicant is physically and medically fit to operate a school bus or transportation vehicle will be necessary for employment. This is to include any said requirements made from State and Federal requirements.

Section 11 All employees will be paid in accordance with the salary guides noted in Appendix A, Section 1.

Section 12. The Board agrees that there will be one (1) course per year scheduled for safety courses. Employees will be paid in accordance with Appendix A, Section 1..

Section 13 Fingerprinting. The Board will reimburse all bus/van drivers the current cost of fingerprinting.

Section 14. Summer Work. The rate for summer cleaning of buses and vans shall be as stated in Appendix A, Section 3 for the term of this agreement.

Section 15. Trips and Shuttles. The Board and the Local agree that the Board has the right to determine which activities shall be transported as trips and which shall be transported as shuttles. Shuttles shall be paid at the greater of time worked or four (4) hours on weekends and non-working school days and at the greater time worked or one hour on weekdays, provided weekday hours are not adjacent to the employee's shift. Trips that occur between the hours of 8p.m. and 6:30a.m. shall be subject to a pay differential as stated in Appendix A, Section 4.

Section 16. Orientation Day. Transportation of pupils to and from school shall be paid at the hourly rate.

Section 17. If a shuttle has more than two (2) hour time period from the time of drop off to the time of pick up, the driver is paid a minimum of two (2) hours, including driving time; provided that, this minimum shall not apply if the driver performs other paid work for the school district during the time between drop off and pick up.

ARTICLE X

NON-DISCRIMINATION

It is agreed that the parties hereto will continue their present practice of non-

discrimination against any employee because of race, color, creed, religion, nationality, or sex. Pursuant to Chapter 123, Public Laws of 1974, the Employer agrees that every employee shall have the right freely to join, organize and support the union and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising governmental power under the Laws of the State of New Jersey, The Employer agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, and that it shall not discriminate against any employee by reason of his/her membership in the Union and its affiliates.

It is mutually agreed that the Union will not deprive or coerce any employee, directly or indirectly, from enjoyment of any rights conferred by this Agreement and /or Chapter 303, Public Laws of 1968 and Chapter 123, Public Laws of 1974.

ARTICLE XI

GENERAL REGULATIONS CONCERNING

LEAVES OF ABSENCE

Section 1. Should leave of absence for a full school year be granted an employee, it shall be necessary for such employee to notify the Board Secretary on or before April 1st prior to the expiration of such leave whether said employee intends to return to his/her former position. In all other instances involving leave of absence, it shall be necessary for the employee on leave to notify the Board Secretary no later than one (1) month prior to the expiration of such leave whether said employee intends to return to his/her former position. In the event the Board Secretary is not so notified, the Employer shall have no obligation to return said employee to his/her employment. The Employer shall have the right to fill a vacancy on a temporary basis which is created by granting an employee a leave of absence.

Section 2 (a). Effective July 1, 1996, employees requesting unpaid leaves of absence to be taken during a time that school is in session must make their requests for same as set forth below.

Section 2 (b). All requests for unpaid leaves of absence of more than three (3) working days during a time that school is in session shall be made by an employee to his/her immediate

supervisor at least four (4) weeks prior to the scheduled leave. It is understood that all leave requests shall be reviewed by the Board of Education for approval. In this regard, when the issue of granting or denying leave is raised in the public session of the Board meeting, the reason for the leave shall only be divulged on the resolution as for “personal reasons.” All decisions on requests for leaves of absence without pay during a time that school is in session shall be made by the Board at their next regular meeting or work session following the submission of the request for leave.

Section 2 (c) The Board of Education and the Union agree to comply with the provisions of the State and Federal Family Leave Act (FMLA). If an employee request FMLA on days when school is in session to care for a member of their immediate family, the employee shall submit acceptable medical evidence in writing substantiating the illness of the family member, if requested by the Board.

ARTICLE XII

SICK LEAVE

Section 1. Full time employees shall be allowed, without deductions from salary, ten (10) sick leave days per year.

Section 1 (a). Unused sick time shall be accumulated and all unused days shall be paid at time of retirement or layoff to the employee with ten (10) years of service as follows:

- (i) If at the time of retirement or layoff, the employee has less than ten years of service in the District, said employee shall be paid for unused accumulated sick time at the rate stated in Appendix A, Section 5;
- (ii) If at the time of retirement or layoff, the employee has ten years or more of service in the District, said employee shall be paid for unused accumulated sick time at the rate stated in Appendix A, Section 6; If the employee dies while employed, his/her beneficiary shall receive the accumulated sick leave payment.

Section 2. An employee is entitled to one (1) day of sick leave with pay for each full month of employment in the first year of his employ.

Section 3. Unused sick leave is accumulative.

Section 4. Prolonged Absence beyond Sick Leave Period. When absence, under

the circumstances described in Section 6 of this Article, exceeds the annual sick leave and the accumulated sick leave, the Board of Education may pay any such person each day's salary less the pay of substitute, if a substitute is employed, or estimated cost of the employment of a substitute, if none is employed, for such length of time as may be determined by the Board of Education in each individual's case.

Section 5. No employee shall lose accumulated allowance of unused days of sick leave by reason of having been on leave of absence, nor shall the employee accumulated any additional days of allowance during the leave of absence.

Section 6. Definition of Sick Leave. Sick leave is hereby defined to mean the absence from his/her post of duty, of any person because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such disease in his/her immediate household.

Section 7. In addition, sick leave shall also be defined for any absence or illness requiring a visit to a doctor or dentist. The employer may request a doctor's slip from the employee after three (3) consecutive days of absence or at any time if, in the sole discretion of the employer, it is determined that circumstances warrant such a request.

ARTICLE XIII

ABSENCE FOR PERSONAL REASONS

Section 1. The employee shall be entitled to three (3) days leave per year, with pay, for absence due to personal emergencies. Application to the Employer or designee for personal leave shall be made at least two (2) days before taking such leave except in the case of unforeseen emergencies. The employee shall not be required to state the reason for taking personal leave.

Section 2. Unused personal days shall be accumulated and converted into sick days.

Section 3. Three (3) days' leave shall be available to attend funeral services for each death in the immediate family or immediate household. Immediate family is defined as including exclusively the following relatives of the employee: mother, father, grandparents, brother, sister, mother-in-law, father-in-law, spouse, children, sister-in-law, brother-in-law and

persons living in the immediate household.

Section 4. A full time bus/van driver who does not use any personal or sick days for the entire contract year shall receive merit bonus stated in Appendix A, Section 7.

ARTICLE XIV

ABSENCE FOR COURT APPEARANCE OR JURY DUTY

Section 1. Absences from work by reason of a subpoena or summons issued by any Court shall be allowed, with full pay, provided the subpoena or summons is recorded with the Board Secretary's Office and the Court action arises out of or in the course of the employee's employment. This provision shall not apply to absences due to any employee's pursuing a Worker's Compensation claim or any other claim against the Board of Education. Such actions shall be without pay.

Section 2. Should an employee be required to serve on jury duty, the Board Secretary, shall be notified and said employee shall suffer no loss of pay or time while so serving. All full-time employees shall be entitled to receive from the Employer his/her usual compensation for each day he/she is required to serve jury duty less the amount of per diem fee paid by the Court.

ARTICLE XV

RIGHTS AND PRIVILEGES OF UNION

Section 1. The Employer agrees to furnish to the Union or its representatives in response to reasonable requests from time to time, available public information.

Section 2. Whenever any representative of the Union or any Bus Driver employee participate during work hours in grievance proceeding, conferences, or meetings with the approval of the Board Secretary, he/she shall suffer no loss in pay. In case of emergency, oral approval shall be sufficient, providing that written confirmation follows within three (3) days. Negotiations are excluded.

Section 3. The Union and its representatives shall be granted use of school buildings at reasonable hours for meetings, providing prior written approval is obtained from the Board Secretary or designee.

Section 4. The Union shall have the right to use the school inter office mail facilities providing it obtains authorization from the Board Secretary and such use does not conflict with the normal school mail operations. A copy of any such mail shall be filed with the Board Secretary prior to being placed in the school mail facilities.

Section 5. The officials or any authorized representatives of the officials of the Union shall be permitted admission to the Employer's facilities at reasonable hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto, or for assisting in the adjustment of grievance. The officials or representatives of the Union shall notify the Employer upon their arrival.

Section 6. Management will notify each shop steward and Union Business Agent in writing of any policy changes. All notifications shall be dated and signed.

ARTICLE XVI

VETERANS RIGHTS AND BENEFITS

Section 1. The seniority rights of all employees who enlist or who are drafted during time of war or national emergency pursuant to an appropriate law now in force, or to be enacted, shall be maintained during such initial period of military service. Each such employee shall have the right to reinstate to the former position held or to a position of equal status, at the salary rate previously received by the employee at the time of said employee's induction into military service, together with all salary increases granted by the Employer to said employee's previous position during the period of time of such military service.

Section 2. Such reinstatement of veterans shall be upon application therefore made within ninety (90) days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

Section 3. The Employer agrees to allow the necessary time for any employee in the Reserves to perform the duties required when called without impairment to said employee's

seniority rights and shall pay the difference between such service pay and eight (8) hours straight time pay for scheduled working time lost.

Section 4. The Employer agrees to pay an employee for all reasonable time involved in reporting for a physical examination for induction into military service.

ARTICLE XVII

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Any difference or dispute between the employer and the Union relating to the terms and provisions of this agreement or its interpretation of application or the enforcement thereof, shall be subject to the following procedure which shall be resorted to as the sole means of obtaining adjustment of the dispute, which shall thereafter be referred to as a "grievance". A grievance to be considered under this procedure must be initiated by the Employee through an informal meeting with the designated supervisor, within ten (10) days from the time when the employee knew of its occurrence.

Step 1. Any bus driver who as a grievance shall discuss it first with the Shop Steward and Transportation Director ("Supervisor"). If as a result of the Supervisor's decision, the matter is not resolved to the satisfaction of the bus driver within five (5) school days, the bus driver may then meet with the Transportation Director in an attempt to resolve the matter informally at these levels.

Step 2. If, as a result of the discussion with the Transportation Director the matter is not resolved to the satisfaction of the bus driver, then such grievance shall be reduced in writing and the Shop Steward shall serve same upon the Superintendent or designee no later than five (5) working days following the meeting with the Transportation Director.

Step 3. No later than ten (10) working days thereafter, the grievance shall be discussed between the designated representative of the Employer and a representative of the Union. A written decision shall be given to the Union no later than five (5) calendar days thereafter.

Step 4. If the grievance is not resolved to the employee's satisfaction, he/she, no later than five (5) days after receipt of the Board representative's decision, may request a review by the Board of Education or a Committee of the Board. The Board, or a Committee thereof, shall review the grievance and shall hold a hearing with the aggrieved present, and shall render a

decision, in writing, within thirty (30) calendar days of receipt of the grievance by the Board.

Step 5. In the event the grievance is not satisfactorily settled by the written decision in Step 4, thereafter both parties agree that within ten (10) days either party may request the State of New Jersey, Public Employment Relations Commissions, or American Arbitration Association, to appoint an arbitrator who shall have full power to hear and determine the dispute and the arbitrator's decision shall be final and binding.

Section 2. The cost of arbitration, if any, shall be shared equally by the Employer and the Union.

Section 3. No dispute arising out of any question pertaining to the renewal of the Agreement shall be subject to the arbitration provisions of this Agreement.

Section 4. The Arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his/her decisions strictly to the application and interpretation of the provisions of the Agreement and shall be without the power or authority to make any decision.

1. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement, or to applicable law or rules of regulation having the force and effect of law.

2. Limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.

3. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Employer to take action complained of, subject, however, to the decision of the arbitrator.

Section 5. Failure at any step in this procedure to communicate with decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step in this procedure to appeal a grievance to the next step within the

specified time limits shall be deemed to be acceptance rendered at that step.

Section 6. It is understood that employees and the Employer shall, notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Employer until such grievances and any effect thereof shall have been fully determined

ARTICLE XVIII

NEGOTIATIONS OF SUCCESSOR AGREEMENT

Section 1. Deadline Date. The parties agree to enter into collective negotiations over as successor Agreement in accordance with Chapter 123, Public Laws of 1974, in good faith effort to reach agreement on all negotiable matters concerning the terms and conditions of bus driver employment. Such negotiations shall begin no later than December 1st or mutually agreed upon date of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all bus driver employees, be signed by the Board and the Union, and be represented to both parties for ratification on a mutually agreed upon date adopted by the Board.

ARTICLE XIX

INSURANCE

Throughout the term of this Contract, all members will pay a total of 2.5% of salary towards health benefits costs.

The Board shall provide the health care insurance protection designated below provided an employee works twenty (20) or more hours per week on a regular basis:

1. The Board will continue to pay 100% single, parent/child, husband/wife or family coverage for those currently participating in the Roxbury School District group plans. The designated program will provide a level of benefits equal to or better than the State Health Benefits Plan as of December 15, 1995, subject to the following modifications. Effective July 1, 2004 all new hires shall receive POS as their base plan and fully paid by the B.O.E. for single and full family coverage. If the employee wants to purchase Direct Access, the cost will be the difference between the POS and the level of coverage for Direct Access. Effective January 1, 2009, after ratification, the following changes will apply to the medical insurance:
 - a. All members enrolled in the "Traditional Plan" will be enrolled in the

“Direct Access Plan” at no cost to the employee. The “Traditional Plan” will cease to exist as of January 1, 2009.

- b. All members enrolled in the “POS” will remain in the “POS”.
 - c. Employees enrolled in POS who wish to move to Direct Access shall be responsible for the difference in premium between the two plans.
 - d. Direct Access shall not have a stand alone prescription plan.
 - e. There is no change in the current POS plan.
 - f. Effective upon ratification, the deductibles for the Direct Access Plan shall be \$200 single and \$400 family, per year.
 - g. Effective upon ratification, the out-of-pocket deductibles shall be \$1,000 for single and \$2,000 for family. (Deductibles for stop/loss)
 - h. Effective upon ratification, office visit shall be a co-pay of \$10.00.
 - i. Effective upon ratification, prescription co-pay shall be \$15.00 for brand name; \$10 for generic and rates apply to both retail and mail-order.
2. Effective upon ratification, all current employees enrolled in the POS shall purchase the difference between POS and Direct Access should they to choose to elect Direct Access coverage.
 3. Under our present insurance policy, if an employee is granted a leave of absence without pay, he may continue coverage under the health benefits program for a period of three (3) months following the end of the month when his name was removed from the payroll. In order to continue this coverage the employee, by personal check, must pay the employer the TOTAL premiums that are required, which includes the single contract cost plus dependent premiums, if any.
 4. Participating members will be required to pay 50% of the increased payment charged for dental coverage, effective 1983/1984 school year. New Jersey Dental Service Plan – Plan 11-B Super composite with Ortho 1 – effective April 1, 1983.
 5. Employees may waive health insurance coverage upon submission of proof that they have coverage from other sources. If an employee elects to opt out of medical coverage, the Board of Education shall pay employees the following rates: Single \$2,000; Employee/Spouse \$2,700; Parent/Child \$2,300; Family \$3,000. The Board agrees to set up an Optional S 125 Plan.

6. Should the Board require a physical examination of an employee, the Board shall assume the cost of said physical examination. The physical examination shall be performed by the school physician or his designee.

ARTICLE XX

STRIKES AND LOCKOUTS

Section 1. It is agreed that the Union and its members shall not call or engage in a strike (or threats thereof) and that the Employer shall not institute a lockout, for any cause whatsoever, during the term of this Agreement, nor shall the Union or any of its members cause or participate in a cession of work, slowdown, work stoppage or interference of any kind with normal operations.

Section 2. In the event of a wildcat strike, cessation of work, slowdown or interference of any kind with normal operation, the Union agrees to promptly use its good offices to remedy the condition.

ARTICLE XXI

SAVINGS CLAUSE

Should any provision hereof, or the application of any such provision to any person or circumstances, be rendered or declared invalid by reason of existing or subsequently enacted legislation or by any decree to a court of competent jurisdiction, or by any order of an administrative agency, the remainder of this Agreement, or the application of any such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

ARTICLE XXII

MODIFICATION

This Agreement shall not be modified in whole or in part by the parties except by an

instrument in writing duly executed by both parties.

ARTICLE XXIII

MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the Employer reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations to direct employees of the school district: to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duty because of lack of work or for other legitimate reasons; to maintain efficiency of the school operations entrusted to them; to determine the methods, means and personnel by which such operations are to be conducted; and to establish reasonable work rules; and to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE XXIV

FULLY BARGAINED CLAUSE

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which 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 both parties at the time they negotiated or signed this Agreement.

ARTICLE XXV

MISCELLANEOUS PROVISIONS

Section 1. No employee shall make or be requested to make any agreement, or to enter into any understanding, inconsistent or conflicting with the terms of this Agreement.

Section 2. The Board shall provide bulletin board space for the posting of Union notices to its members. Every notice so posted shall bear the name of the person or organization responsible for it; and a removal date.

Section 3. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.

Section 4. Fueling of Vehicles. As is the present practice, all drivers shall continue to fuel their vehicles.

Section 5. Announcing New Rules. To the extent that doing so will not infringe on the rights, authority, duties and responsibilities of the Board to administer the School District, every effort will be made to announce in advance proposed new rules or modifications of existing rules governing working conditions before they are established. The Board may discuss these changes with the Union prior to implementation.

Section 6. Assignment of Vehicles. New vehicles shall be assigned on a continuous rotation by seniority basis. Until the buses come in, in September, those drivers waiting for new vehicles shall use a substitute bus until the new one arrives. The available vehicles in the fleet shall be bid on by seniority. All buses and vans shall be offered to drivers giving preference to seniority and the needs of the run. It is understood that specialized vehicles must accompany appropriate runs.

Section 7. Trip Cancellation Without Notice. All trips/shuttles that are cancelled, the driver shall have a re-pick the following day.

Section 8. Breakdown Delays. If a breakdown causes a driver to be delayed beyond his/her normal run package time, the driver shall be compensated for extra time.

Section 9. Personnel File. Every driver has the right to review his/her personnel folder. Any material placed in the driver's present folder shall be copied to the affected driver. Every driver has the right to make copies of any material in their personnel file.

ARTICLE XXVI

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2011 and shall continue in effect until June 30, 2014.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers as of the _____ day of _____, 2012.

ROXBURY TOWNSHIP

BOARD OF EDUCATION

By Theresa D'Agostino

By Anette Buel

By [Signature]

By [Signature]

TEAMSTERS LOCAL 97

By [Signature]
John J. Gerow, President

By [Signature]
Jill Pitman Business Agent

By [Signature]
Sally Rackowski, Steward

By [Signature]
Vicky Blair, Steward

[Signature]
Gwen Oakes Steward

APPENDIX A

Section 1 - Driver's Hourly Rate

STEP	2010-2011	2011-2012	2012-2013	2013-2014
1	19.50	19.50	19.50	19.89
2	20.35	20.35	20.35	20.76
3	21.25	21.25	21.25	21.68
4	22.15	22.15	22.15	22.59
5	24.53	24.53	24.53	25.02
6	26.50	26.50	26.50	27.03
7	29.78	29.78	29.78	30.38

2011-2012- no increase; no movement on guide

2012-2013- no increase; no movement on guide

2013-2014- 2% increase to the guide- move on guide if applicable

Section 2 - Paid Holidays

Christmas
 New Year's Day
 Memorial Day
 Thanksgiving Day

Section 3 - Summer Work

School Year	Hourly Rate
2011/2012	
2012/2013	\$15
2013/2014	

Section 4 - Differential Pay

\$2 per hour

Section 5 - Unused Accumulated Sick Pay less 10 Years

\$22 per day

Section 6 - Unused Accumulated Sick Pay 10 Years or Greater

\$26 per day

Section 7 - Merit Bonus \$250