

1496

AGREEMENT  
1994 - 1997

between the

BOARD OF EDUCATION

of the

TOMS RIVER SCHOOLS

and the

TOMS RIVER BUS DRIVERS  
ASSOCIATION



## TABLE OF CONTENTS

Article 1 - Recognition .....	1
Article 2 - Negotiation Procedure .....	1
Article 3 - Grievance Procedure .....	2
Article 4 - Employees Rights .....	6
Article 5 - Association Rights and Privileges .....	6
Article 6 - School Calendar .....	7
Article 7 - Salaries .....	8
Article 8 - Employee Evaluation .....	8
Article 9 - Protection of the Employees, Students & Property .....	9
Article 10 - Insurance Protection .....	10
Article 11 - Rights of the Board .....	12
Article 12 - Personal Freedom .....	13
Article 13 - Sick Leave .....	13
Article 14 - Temporary Leave of Absence .....	14
Article 15 - Extended Leave of Absence .....	15
Article 16 - Glossary .....	16
Article 17 - Seniority .....	17
Article 18 - Availability List .....	18
Article 19 - Extra Curricular Trips .....	21
Article 20 - Payment of Runs .....	24
Article 21 - Mini Buses/Bus Attendants .....	25
Article 22 - Medical Examinations .....	25
Article 23 - Overtime .....	25
Article 24 - Bus Assignment .....	26
Article 25 - Clothing and Safety Gear Allowance .....	26
Article 26 - General .....	26
Article 27 - Miscellaneous Provisions .....	27
Article 28 - Continuity of Operations .....	27
Article 29 - Mechanics Night Shift .....	27
Article 30 - Dismissal and Discipline .....	28
Article 31 - Representation Fee .....	28
Article 32 - Duration of Agreement .....	30



## ARTICLE 1 - RECOGNITION

A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions under Chapter 123, Public Law 1974 for all personnel regularly employed on behalf of the following unit:

- Regular Bus Drivers A
- Regular Bus Drivers B
- Mini Bus Drivers A
- Mini Bus Drivers B
- Special Education Bus Attendants
- Mechanics
- Mechanics Helpers/Tireman/Fuel Attendant
- Garage Attendant

but excluding:

- Substitutes
- Transportation Supervisor
- Other School Employees
- Transportation Office Clerks
- Supervisor of Bus Maintenance

B. Unless otherwise defined, the term "Drivers" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the Negotiation Unit, and reference made to male drivers shall include female drivers.

## ARTICLE 2 - NEGOTIATION PROCEDURE

A. In accordance with Chapter 123, Public Law 1974, the parties agree to enter into negotiations in good faith effort to reach agreement concerning the terms and conditions of employment.

B. On or before October 1, 1996, the Association shall meet with the Board or its representative to present all demands and to establish procedural ground rules for negotiations.

C. During the interim period between the date of submission of the demands and the date of commencing of negotiations by the representatives, Association representatives shall meet as requested for the purpose of clarification of financial details, contractual meaning and matters affecting the transportation with Board representatives, Superintendent or the Business Manager, as is necessary.

D. Facts, opinions, proposals, and counter proposals will be exchanged freely during the meeting or meetings, in an effort to reach mutual understanding. Upon request and at reasonable times the Board shall make available to the Association for inspection, all pertinent records, data and information of the Toms River School District which are within the public domain.

E. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the employees involved are free from assigned duties.

F. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Chapter 123, Public Law 1974, for the duration of this Agreement.

G. This Agreement incorporates the entire understanding of the parties on matters which were or could have been the subject of negotiation. 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.

H. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

I. 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 3 - GRIEVANCE PROCEDURE**

A. Definition:

1. A "grievance" shall mean a complaint by an employee or group of employees or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting them.

2. A "grieved" is the person or persons making the claim.

3. A grievance to be considered under this procedure must be initiated in writing by the worker within thirty (30) calendar days from the time when the employee knew or should have known of its occurrence.

B. Procedure:

1. a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee 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 an acceptance of the decision rendered at that step.  
  
b. 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 have been fully determined.
2. The Association may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
3. Any employee who has a grievance shall discuss it first with the Supervisor in an attempt to resolve the matter informally at that level.
4. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his grievance in writing to the Assistant Superintendent specifying:
  - a. The nature of the grievance
  - b. The nature and extent of the injury, loss or inconvenience
  - c. The results of previous discussions
  - d. His dissatisfaction with decisions previously rendered.

The Assistant Superintendent shall communicate his decision to the employee in writing within five (5) school days of receipt of the written grievance.

5. The employee, no later than five (5) school days after receipt of the Assistant Superintendent's decision, may appeal the Assistant Superintendent's decision to the Superintendent of Schools.

The appeal to the Superintendent must be made in writing reciting the matter submitted to the Assistant Superintendent as specified above, and his/her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing to the employee and the Assistant Superintendent.

6. If the grievance is not resolved to the employee's satisfaction, he, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a Committee thereof, shall review the grievance and shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

7. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and it is an alleged violation of the express terms of this Agreement and if the Association wishes review by a third party, they shall so notify the Board through the Superintendent within ten (10) school days of the Board's decision, except in the case of grievances involving any of the following points:

a. Any matter for which a method of review is prescribed by law or any rule or regulation of the Commissioner of Education or State Statute or regulation such as, but not limited to, questions on tenure, increment denial or suspension.

b. Any matter which according to law, is either beyond the scope of Board authority or limited to action by the Board alone, except as limited by Chapter 123, Public Law 1974.

c. A complaint by an employee occasioned by the withholding of a salary increase or increment.

8. For those items specified as non-arbitrable, the Board shall, if requested by the grievant, meet and hear the grievant's position.

9. a. The following procedure will be used to secure the services of an arbitrator:

(1) A request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as arbitrators in the dispute in question.



(2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names.

(3) If the parties are unable to determine within ten (10) school days of either the initial request for arbitration or the second request, which comes later, a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.

b. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be final and binding upon both parties. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's award. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.

c. Rights of employees to representation:

(1) Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate file and shall not be kept in the personnel file of any of the participants.

(2) When an employee is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered. A copy of the Assistant Superintendent's written decision made in response to a written grievance shall be given to the Association immediately.

(3) The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievances.

- d. The parties shall be responsible for all costs incurred by each, and only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one half (1/2).

#### **ARTICLE 4 - EMPLOYEES RIGHTS**

A. Pursuant to Chapter 123, Public Law 1974, public employees included in the negotiating unit have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under cover of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Law 1974, or other laws of New Jersey, or the Constitution of New Jersey and the United States.

B. No employee shall be disciplined or reprimanded without just cause. Any such actions asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

C. Whenever any employee is required to appear before the Board or committee of members thereof concerning any matter which could adversely affect the continuation of increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have persons of his own choosing to advise and represent him during such meeting or interview.

D. If an employee is brought up on charges, no suspension or discharge will be put into effect without a hearing by the Assistant Superintendent of Schools. The employee shall be entitled to a representative of his choice at the hearing. This provision does not apply to situations requiring immediate action because of the nature of the offense.

#### **ARTICLE 5 - ASSOCIATION RIGHTS AND PRIVILEGES**

A. Pursuant to Chapter 123, Public Law 1974, public employees included in the negotiating unit have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under cover of law of the State of New Jersey, the Board

undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Law 1974, or other laws of New Jersey, or the Constitution of New Jersey and the United States.

B. Whenever any representatives of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, or grievance procedure, he shall suffer no loss in pay. However, the Association shall pay one half (1/2) the cost of substitutes.

C. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations and that the administration has been duly notified and approval has been secured.

## **ARTICLE 6 - SCHOOL CALENDAR**

A. The work year for drivers and bus attendants shall be every day that school is in session, (up to 185 days), as per the approved official calendars. This limitation will exclude non-public school runs as per Schedule "A".

B. All employees must report to the bus compound prior to the opening day of school and familiarize themselves with their driving assignments.

C. Mechanics, Mechanics Helpers/Tireman/Fuel Attendant employed full time (12 months) will be granted thirteen (13) paid holidays per year. The days to be considered paid holidays will be negotiated with the Association prior to July 1st of each year.

D. Full time Mechanics, Mechanics Helpers/Tireman/Fuel Attendant with one (1) year of service shall be granted two (2) weeks vacation with pay. Those with seven (7) years of service shall be granted three (3) weeks vacation with pay. Those with fifteen (15) years of service shall be granted four (4) weeks vacation with pay.

E. Vacations will normally be taken during the months of July and August. However, up to two (2) weeks vacation may be taken at another time of the year provided no more than one (1) man is gone at any given time and permission is granted by the Supervisor.

F. The length of the workday for Mechanics, Mechanics Helpers/Tireman/Fuel Attendant shall be eight (8) hours plus one

{1} hour for lunch.

G. At no additional remuneration, all drivers and attendants will be required to attend one {1} in-service day per year on a day that school is closed to pupils. The length of this in-service will not exceed four {4} consecutive hours.

H. On days when the opening of school is delayed for students, drivers and bus attendants are required to report to work with sufficient time to prepare their vehicle to pick up students on time and transport them to school for the opening of school.

## **ARTICLE 7 - SALARIES**

A. The salaries of all drivers covered by this Agreement are set forth in Schedule "A", which is attached hereto and made a part of this Agreement.

B. The salaries of all Mechanics covered by this Agreement are set forth in Schedule "B", Mechanics Helpers/Tireman/Fuel Attendant are set forth in Schedule "C", and Bus Attendants as set forth in Schedule "D" which are attached hereto and made a part of this Agreement.

C. 1. All employees covered by this Agreement shall be paid every two {2} weeks.

2. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

3. Ten {10} month employees shall receive their final checks on the last working day in June.

4. All monies due employees for extra work will be paid on the weekly voucher system as per present practice.

D. Any authorized paid leaves of absence or paid holidays will not be deducted from overtime computations.

## **ARTICLE 8 - EMPLOYEE EVALUATION**

A. All monitoring or observation of the work performance of an employee shall be conducted by the Transportation Supervisor or other administrator openly and with the full knowledge of the employee. An evaluation shall be conducted at least once a year on an evaluation form developed in consultation with the Associa-

tion.

B. Once a year, upon two (2) school days' notice, an employee shall have the right to review the content of his personal file and to make reproduction of non-confidential file materials at his expense. No more than two (2) employees, on any one day, shall be given such review rights and no materials shall be removed from the file. An employee shall have the right to submit a written answer to any material contained in his file and have it attached to such material.

C. Any material which is of a derogatory nature and which is to be placed in the personnel file shall be reproduced and a copy given to the employee involved.

## **ARTICLE 9 - PROTECTION OF THE EMPLOYEES, STUDENTS AND PROPERTY**

A. The Board shall continue to fulfill requirements placed upon it by law for the protection of employees, students and property.

B. Pursuant to the Statutes of the State of New Jersey, Title 18A: 6-1, no person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his employment, use and apply such amounts of force as is reasonable and necessary:

1. To quell a disturbance threatening physical injury to others.
2. To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil.
3. For the purpose of self defense; and
4. For the protection of persons or property and such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intent of this action. Every resolution by law, rule, ordinance, or other act or authority permitted or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.

C. Pursuant to the Statutes of the State of New Jersey, Title 18A: 16-6, whenever any civil action has been or shall be brought against any person holding any office, position or employment

under the jurisdiction of any Board of Education, for any act or omission arising out of and in the course of the performance of the duties of such office or position, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless or protect such persons from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

D. Pursuant to the Statutes of the State of New Jersey, Title 18A: 16-6.1, should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceedings, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

E. Employees shall immediately report cases of assault suffered by them in connection with their employment to the Transportation Supervisor. This should be done on appropriate forms.

F. Employees shall immediately report to the Transportation Supervisor all cases of assault upon pupils. This shall be done on appropriate forms.

G. Such notification shall be immediately forwarded to the Superintendent by the Transportation Supervisor who shall comply with a reasonable request from the employee for any information in the possession of the Superintendent relating to the incident or the persons involved and shall act in appropriate ways as liaison between the employee, the police and the courts.

## **ARTICLE 10 - INSURANCE PROTECTION**

A. As of the beginning of the July 1, 1994 school year, the Board, after agreement with the Association regarding appropriate insurance carriers, shall provide the health care insurance protection designated below. The Board shall pay the full premium for each employee and in cases where appropriate for family plan insurance coverage.

1. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing July 1st and ending June 30th; when necessary, premiums in behalf of the employee shall be made retroactively or prospectively to assure

uninterrupted participation and coverage.

2. Effective July 1, 1994, all new employees with a contract of four (4) or more runs or thirty-five (35) or more hours per week will only receive single coverage with the option of purchasing other benefits offered to other employees of the Board of Education. After ten (10) years of continuous service, the employee will receive full family coverage.

3. Provision of the health care insurance program shall be detailed in master policies as agreed upon by the Board and the Association and shall include:

- a. Hospital room and board and miscellaneous costs
- b. Out-patient benefits
- c. Laboratory fees, diagnostic expenses and therapy treatments
- d. Maternity costs
- e. Surgical costs
- f. Major-medical coverage/catastrophic coverage
- g. Rider J, Super J
- h. Age 23 coverage
- i. Prevailing fee
- j. Rider J to age 23
- k. 365 hospital days
- l. Prescription Plan - \$2.00 Co-pay for generic brands, \$4.00 for name brand drugs.
- m. Dental Plan - No deductible
- n. Medical emergency
- o. Assistant surgeon
- p. Optical - no deductible, to cover the annual cost of eye examinations, lenses and frames

q. A second opinion on non-emergency surgical procedures will be required

r. Annual Deductibles for all employees will be \$200 for single coverage and \$400 for family coverage effective January 1, 1995.

The Toms River Board of Education and the Bus Drivers Association agree that the Board has the latitude to investigate and implement alternate carriers for prescription drugs, dental and major medical insurance carriers provided that all benefits and acceptability remain equal or better.

B. The Board and the Association shall provide to each employee a description of the health care insurance coverage provided under this Article, no later than the beginning of the 1994 school year, which shall include a clear description of conditions and limits of coverage as listed above.

C. The insurance protection becomes effective six (6) months after the date of employment.

D. Subject to approval by the carrier, retirees shall be permitted by advance payment to purchase group health insurance at the group rate, at no cost to the Board of Education.

E. The provisions of this Article shall not apply to regular bus drivers "B".

## **ARTICLE 11 - RIGHTS OF THE BOARD**

A. Except as otherwise provided in this Agreement and under the provisions of Chapter 123, Public Law 1974, the Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the Toms River School District to the extent authorized by law.

B. Anything to the contrary notwithstanding, nothing contained in any section, paragraph or sub-section of this Agreement shall be interpreted in any manner or be so construed as to indicate that the Board has waived rights which are expressly required by the courts to be retained by the Board.



## **ARTICLE 12 - PERSONAL FREEDOM**

A. The Board and the Association agree that the private and personal life of an employee is not within the appropriate concern or attention of the Board, except as it may interfere with the employee's responsibilities to and relationship with students and/or the school system.

B. The Board and the Association agree that employees will be entitled to full rights of citizenship, and no religious or political activities of any employees outside of school, or the lack thereof, will be grounds for any disciplinary action or discrimination with respect to the employment of such employee, providing they do not violate the Constitution of the State of New Jersey and the Statutes of the State of New Jersey.

## **ARTICLE 13 - SICK LEAVE**

A. As of September, annually, all employees employed on a ten (10) month basis shall be entitled to ten (10) sick leave days. Those employees employed on a twelve (12) month basis shall be entitled to receive twelve (12) sick leave days. This shall be as of the first official day of said school year whether or not they report for duty on that day. Sick leave shall be accumulated.

B. The Board may at its discretion request a doctor's certificate prior to payment of salary for sick leave used.

C. The Board, upon application, will consider hardship cases for extension of sick leave. However, any decision of the Board in such a case shall be final and binding.

D. Any regular employee, after fifteen (15) years of service in the district and has thirty (30) accumulated sick days, will be paid in lieu of accumulated sick leave, upon retirement, as follows:

1. 1994-1995 - \$50.00 per day to a maximum of \$5,000.00
2. 1995-1996 - \$55.00 per day to a maximum of \$5,500.00
3. 1996-1997 - \$60.00 per day to a maximum of \$6,000.00

E. Any employees who are on an off payroll status, with the exception of a family leave, will be obligated to pay their insurance benefit premium for the period of time they are off payroll, if they wish for the coverage to continue.

## ARTICLE 14 - TEMPORARY LEAVE OF ABSENCE

A. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Employees are entitled to three (3) days personal leave, subject to advance notice and approval secured from the Superintendent. No more than four (4) employees may be on personal leave on any one given day. Personal leave may be taken for a full (1) day or a half (1/2) day. Employees taking half a day personal leave must perform one half (1/2) of their normal assignment. Such leave will be granted without reasons being given. Unused personal leave will be added to accumulated sick leave.

Personal leave means an activity that requires the member's presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session.

a. No personal leaves shall be taken immediately prior to or immediately after holidays or vacations. Any exceptions must be requested in writing to the Superintendent or his designee and must have written approval.

2. Up to five (5) school days at any one time shall be granted to members in the event of death of a member's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent or spouse's grandparent or any person with whom the member has made his home and any other member of the immediate household.

In the case of the death of a near relative defined as first cousin, uncle, aunt, niece, or nephew, there should be no deduction in the salary for absence on the date of the funeral subject to advance notice and approval of the Superintendent.

3. No leave of absence will be granted due to the requirements of a second job.

4. Any other leave of absence granted by the Board may be without pay.

5. If an employee is subpoenaed by a court of law to appear on behalf of the Board, such member shall do so without loss of pay.

6. Members subpoenaed for jury service shall be reimbursed for the difference in pay.
7. If at any time during a term of jury service an employee is not required to report to the court, he must report to work.

## **ARTICLE 15 - EXTENDED LEAVE OF ABSENCE**

- A. The Association and the Board will abide by the law regarding employee disability occurring by reason of pregnancy.
- B. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family, spouse, child or parent. Additional leave may be granted at the discretion of the Board.
- C. Any employee on a leave of absence granted under the provision of "A" or "B" of this Article must notify the Superintendent no later than April 1st as to whether he/she intends to return to his/her position the following September.
- D. Upon return from leave granted pursuant to any section of this Article, an employee shall be placed on the salary schedule at the same level occupied as at the time he left.
- E. All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return. However, his position on the seniority list will reflect his one (1) year absence.
- F. An employee given a medical leave of absence by the Board shall continue on the Board's insurance and medical policies provided:
  1. Said employee must return to work no later than one (1) year from the time accumulated sick leave has been depleted.
  2. The premium for three (3) months shall be paid in advance by the employee on leave and shall continue to be paid three (3) months in advance during the approved leave of absence.
  3. If the employee fails to pay in advance in accordance with Paragraph one above, a thirty (30) day grace period shall be allowed and if the three (3) months payment is not made within this period, coverage shall lapse.

## ARTICLE 16 - GLOSSARY

1. Regular driver:
  - a. A driver employed to work regularly while school is in session and to run three (3) or more A.M. and P.M. runs.
  - b. A driver employed to work regularly while school is in session and has less than three (3) A.M. and P.M. runs.
2. Mini bus driver:
  - a. A driver assigned to transport handicapped students on a regular basis during an eight (8) hour schedule.
  - b. A driver assigned to transport handicapped students on a regular basis for less than an eight (8) hour schedule cannot be assigned any local work an "A" driver can do. They will be paid at the trip rate.
3. In 1 and 2 above, Article 17 Seniority, Section D, shall govern in the selection of runs.
4. Substitute driver: a driver hired on a per diem basis.
5. Basic Runs: Three (3) complete consecutive round trips, A.M. and P.M.
6. Special Runs:
  - a. Kindergarten run: A noon day in or out run taking only kindergarten children to or from school.
  - b. Alternate run: Midday run to return Alternate School student back to their homes.
  - c. Shuttle run: A run whereby a bus picks up children from one school and takes them to another school.
  - d. Late run: Any run, excluding athletic or educational trips, that leaves a high school or intermediate school later than the normal dismissal time.
  - e. Project Excel - Runs occurring before or after school to service elementary children in those programs and/or other elementary school activities.

f. Runs listed under this number will not be assigned in lieu of basic runs.

7. Extra Curricular Trips: Athletic and Educational Trips.

8. Four-run package: Four (4) complete consecutive round trips A.M. and P.M. not to exceed previous standard times of three (3) runs: 6:30 A.M. - 9:30 A.M.; 2:00 P.M. - 5:00 P.M., except for days when school is closed for early dismissal or delayed opening.

9. Vocational Run: Out-of-district run to a County Vocational School

10. If the only run a driver or attendant has is a "non-public or special education" run and said run is scheduled to run on days that Toms River Schools are closed, said driver or attendant will be required to do those runs at no additional remuneration.

If a driver or attendant substitutes on a "non-public or special education" run that is scheduled to run on days that Toms River Schools are closed, said driver or attendant shall be remunerated a minimum of four (4) hours pay based on the number of hours worked for the "non-public or special education" run. On days that Toms River Schools are open and "non-public or special education" runs are closed, driver/attendants may be used as sub-drivers/sub-attendants during the times of the non-public/special education runs.

## **ARTICLE 17 - SENIORITY**

A. The status secured by length of service as a member of the Association to which certain rights, hereinafter are defined.

B. The original seniority list compiled by 1964 is in effect. Hereafter the seniority list is based on the employee's first day of employment as a regular driver.

C. The seniority list as compiled will be maintained by the Transportation Supervisor and will be kept current. The list will be posted in the drivers' room and will show the runs assigned each regular driver.

D. When runs are assigned for the school year, the most lucrative runs shall be assigned according to the seniority list.

1. Non-public school runs will not be available for selection

by seniority. They will be assigned to the least senior drivers.

2. Drivers shall pick runs to make up their package.

E. If available, on or before August 23rd, the Transportation Supervisor will make available to the Association a list of all bus assignments. He will further make available to the Association by August 23rd, a list of all run assignments, if available.

F. In the event of the necessity of staff reduction, lay-off shall start at the bottom of the specific seniority list affected. The last employee laid off will be the first to be rehired. This seniority right shall not continue for more than one (1) year.

1. Those drivers who may be employed as regular drivers but no longer have the three (3) basic runs, will retain the health insurance benefits that they enjoyed as a regular driver for the life of this contract.

2. Those drivers retained as regular drivers will be paid a percentage of the basic runs at the step of the guide they are on, based on the number of runs assigned.

G. Mechanics, Mechanics Helpers/Tireman/Fuel Attendant shall all pick their shift each June, according to seniority, which shall continue in effect for the balance of that contract year. Any change in shifts will require that all positions be repicked according to seniority and there shall be at least thirty (30) days notice prior to the change of shifts.

H. Seniority lists for ten (10) month employees and summer program employees, effective the summer of 1985, will be identified and maintained by the Transportation Supervisor.

## **ARTICLE 18 - AVAILABILITY LIST**

A. Packages or runs will be assigned on the basis of seniority. Hardship cases will be considered, but no consideration will be given to the requirements of a second job when runs are assigned. Extra curricular runs will not be included in packages.

1. If available on or before August 15, senior drivers will select the package of runs they desire.

B. Any regular employee who is not to be re-employed for the

next school year must be notified prior to June 1st.

C. No regular driver may be assigned additional runs until all regular drivers, who desire them, have five (5) runs.

1. Runs under this paragraph shall be counted as follows:

a. Basic runs	3
b. Special education or kindergarten in or out	1
c. Four-run package	4
d. Vocational run	1
e. Late run	1
f. Excel	1
g. Alternate	1

2. Providing sufficient drivers are available, no driver shall be entitled to more than one shuttle run.

D. When it is known that a regular driver will be absent for five (5) or more working days, the next senior regular driver will be given the extra kindergarten, special education or late runs until the regular driver returns provided he has indicated availability for these runs. If less than five (5) working days, the substitute driver will take the extra runs. Any regular driver taking these runs will be paid on the basis of the substitute pay rate for these runs.

E. Any new positions will be posted in the drivers' room. These runs will be assigned to the senior driver so long as they result in monetary gain.

F. Employees covered by this Agreement will be used as substitutes whenever possible. This will not restrict the Board's use of substitute drivers to cover runs for regular or mini-drivers who are absent or on assigned trips.

G. Any run(s) that become(s) available after the original packaging selection has been completed (due to creation, or extrusion from existing packages), will be assigned in the following manner:

1. The run(s) will be placed in the package of the most senior driver with the availability to perform the run(s) subject to paragraph "C" of Article 18.

2. A driver will not be required to accept a run(s) outside of the basic tier structure unless he is the least senior driver and has the availability in his package for the run(s).

3. The most senior driver will be entitled to the new package of runs if he desires them. The new package must result in a monetary gain or afford the driver to gain additional substitute work. If the driver does not exercise his rights, then the next senior driver will exercise this right.

4. When a driver refuses an additional run(s) he will be placed at the bottom of the list(s) for availability for this run(s). The exception will be a one-half (1/2) kindergarten run. Refusal will not place him on the bottom of the list for a full kindergarten run.

5. A driver must respond to a memo requesting an answer of acceptance/refusal of an offering for a monetary gain within two (2) full working days, except when on an excused leave and then the two (2) working day rule begins the day after being notified. Failure to do so will be considered a refusal. A driver is responsible to return the memo directly to the Transportation Supervisor. Copies of all memos will be sent to the Association President with a notation of date and time issued and date and time returned to Supervisor. Copy of memo will be placed in the driver's personal folder.

H. Regular bus drivers will be scheduled, by seniority, to select the components of their package of runs with the following seven (7) stipulations:

1. Drivers must package the most lucrative combination of runs possible at the time of their selection; within the limit of not exceeding five (5) runs (plus a local shuttle). This must be done in a manner consistent with the department goal of providing the safest and most efficient transportation possible. A load count, reflecting the number of pupils at the time at which the run was finalized, will be noted on each map.

2. Drivers will have three (3) "area" choices, "East", "North", and "South", for their basic runs. No "crossing" of areas (moving runs from one area to another), shall be permitted except when mutually agreed to by the Board and the Associa-



tion in order to help achieve the department goal as specified in item #1.

3. Drivers will have separate choices for noon-time kindergarten combinations, late runs, out-of-district shuttles, local shuttles and latchkey runs. A limit of one (1) out-of-district and one (1) local shuttle per package will be enforced. Consistent with item #1, the selections from item #3 will be made in addition to the four (4) runs (when possible - three (3) basic runs plus one (1) - Alternate or Excel) which are required for "benefits".

4. Drivers may waive their seniority rights in order to select their package at a later date (in order to exercise the option of a "less than maximum" run package). This will be accomplished by the submission of a "seniority waiver memorandum". (S.W.M.)

The drivers exercising this option must acknowledge, in writing, their desired number of runs and be available each day of package selection in order to "re-enter" the process at the level indicated in their S.W.M. If the driver is not present, as required, his selection will be made by the Association representative present, consistent with the specifications of the applicable S.W.M.

5. Drivers will have a maximum of thirty (30) minutes to select their package components. Anyone exceeding this time allotment will immediately have his selection completed by the Association representative present; consistent with the preceding items #1 through #3.

6. The Board, or its designee, reserves the right to disallow any selection reasonably considered too "tight" or "loose" to be safe and/or efficient.

7. Runs will be developed so that they can be safely and reasonably completed within the normal one-tier time allotment. The Board, or its designee, reserves the right to create runs that exceed a one-tier time allotment when it is deemed safer or more efficient to do so. When the one-tier time is exceeded, the run will receive additional pay based on the number of total tiers involved.

## **ARTICLE 19 - EXTRA CURRICULAR TRIPS**

A. Extra curricular trips will be assigned from six (6) availability lists:

1. Trips occurring during school hours. (Day)
2. Trips occurring after school hours. (Night)
3. Trips occurring on weekends, and isolated holidays. (Weekend)
4. Trips occurring on three (3) day or longer holidays will be assigned from special preposted sign-up list. (Holiday)
5. Trips that are in town but conflict with the regular schedule and can be split between two (2) drivers. (Split)
6. Trips occurring during the school day that conflict with regular runs but result in three (3) or more hours additional pay with a non-city destination. (Switch regular)
7. Trips occurring during the school day that conflict with regular runs but result in three (3) or more hours additional pay with a city (New York, Philadelphia or Trenton only) destination. (Switch city)
8. Any driver not previously on the trip lists, may request to have his/her name placed on the lists by memo five (5) days in advance.
9. Drivers must notify the trip coordinator in writing of their initial day and night trip availability as well as any changes in this availability.

B. All six (6) trip markup lists will be maintained in the drivers' room.

C. On the weekend list, if more than one (1) trip is going out on the same day, the senior eligible driver on that day will have choice of trips. The senior eligible driver must exercise this right on the day prior to assignments.

1. Failure to take an assigned trip will result in a loss of turn.
2. Three (3) refusals will result in being dropped from the list for the remainder of the school year.

3. Any driver who is absent the day of or the day before a trip loses that trip and waits for a full rotation of the availability list for his/her next trip. That driver, is not charged for a refusal.

4. Any trip or refusal of trip that comes into the office with less than twenty-four (24) hours notice will be given to the next driver on the availability list. Should that driver refuse the trip, he/she will not be charged with a refusal but will be by-passed until the next rotation.

5. Weekend emergency trips will be covered by the next senior driver on the weekend list and he/she will not be charged.

6. If a driver is absent on a Friday, he/she loses the trip assigned for Friday, Saturday and/or Sunday.

7. If a more lucrative trip becomes available after all trips are assigned for any one day, said trip will be assigned to the next senior driver.

8. Drivers will notify the office as to acceptance or refusal of trips as follows:

a. If a trip slip is given out in the morning, the driver must notify the office by noon the same day.

b. If a trip slip is given out after noon, the driver must notify the office no later than 6:30 A.M. the next day.

c. For drivers who are not absent, failure to comply within these time frames will result in a charged refusal and reassignment of the trip to the next senior driver. Drivers who are absent will lose the trip, but will not be charged a refusal.

9. If a driver is assigned to substitute on a regular run(s), he/she will be required to do this run(s) in lieu of extra curricular trips.

D. When possible, drivers will be given forty-eight (48) hours advance notice of trip assignments.

E. In the event a driver reports for work and the trip is cancelled on the scheduled day and the driver is sent home, the driver shall receive two (2) hours pay and not be charged with the trip. He/

she must turn in his/her trip sheet marked "reported for work-trip cancelled". The trip sheet will be posted and returned to the driver for attachment to his/her voucher.

If the trip is cancelled before the driver reports for trip duty, the driver will not receive cancellation pay, but be reassigned to the next available trip providing he/she returns the trip sheet to the trip coordinator marked "CANCELLED".

F. Any trip out of the school district that requires four (4) or more buses, shall have a driver in charge. He/she shall be responsible for directing the bus operation and shall cooperate with the person in charge of arrangements for the school. The driver in charge shall be the senior driver.

G. Any educational or athletic trip out of the school district that requires the driver to stay overnight shall be assigned from the appropriate trip list based on the starting time of the trip.

H. Drivers will be eligible to be on the Day Trip List providing they have no scheduled runs between 9:15 A.M. and 1:30 P.M. This does not refer to split trips.

I. A driver will be available for night trips forty-five (45) minutes after their departure from the origin of their last assigned run of the day.

J. Any driver who accepts a new package assignment will assume that availability as of the effective date of the change. There will be no special allowance for any "catch-up" of trips that occurred prior to the change of availability.

K. A driver will not be allowed to take a switch trip unless it results in three (3) or more additional daily hours pay.

## **ARTICLE 20 - PAYMENT OF RUNS**

A. Drivers and bus attendants shall be paid every two weeks for all assigned work as of the opening day of school, as per the pay schedule.

B. All monies due drivers and bus attendants for extra work noted on the weekly voucher system will be paid according to the payroll department supplemental pay schedule.

C. Drivers assigned to "non-public" runs will not receive any

additional remuneration for "non-public" runs that exceed forty-five (45) minutes in "run time".

## **ARTICLE 21 - MINI BUSES/BUS ATTENDANTS**

### **A. Mini Buses:**

1. Remuneration for Mini-bus "A" Drivers will be based on an eight (8) hour day within a ten (10) hour sequence as per Salary Schedule "A". The only exception will be for Mini-bus "B" Drivers that will not fit into a "full-day package" and will be paid at the negotiated hourly rate.

2. Initial assignments will be on the basis of suitability to manage special children. Consideration will be given to seniority.

3. Mini-bus drivers will not be subject to yearly reassignments. Reassignments will be in the event of vacancies only.

### **B. Bus Attendants:**

1. Remuneration for bus attendants will be based on the hours worked as per salary Schedule "E".

2. Bus attendants, according to seniority, will be assigned the runs that would pay the maximum amount of money.

## **ARTICLE 22 - MEDICAL EXAMINATIONS**

A. Any medical examinations required for issuance or renewal of the driver's "special bus driver and school bus driver license" are the responsibility of the driver.

B. The Board may, at its discretion, require medical examination by a physician designated by the Board.

C. The fee for any medical examination mandated by the Board will be paid by the Board.

D. Drivers will be required to submit to federally mandated drug testing in accordance with N.J. Department of Education and N.J. Department of Transportation Guidelines.

## **ARTICLE 23 - OVERTIME**

A. If an employee is required to attend a parent, supervisor or

principal conference after regular runs (9:30 A.M.), the employee shall be reimbursed on the basis of the existing hourly scale.

B. In the event an emergency prevents an employee from returning to the garage at the normal time, he shall be reimbursed at the existing hourly rate for the time spent on the road.

C. Mechanics, Mechanics Helpers/Tireman/Fuel Attendant will be entitled to overtime as follows:

1. The first eight (8) hours of any workday will be paid at the regular rate. Any hours worked in excess of eight (8) hours will be paid at overtime rate.

D. All other employees, who work over forty (40) hours in any one week, will be paid at the overtime rate for those hours in excess of forty (40). Overtime will be compensated at the rate of one and one-half (1-1/2) time the hourly rate.

#### **ARTICLE 24 - BUS ASSIGNMENT**

A. New buses will normally be assigned on the basis of seniority. However, the Board, or its designee, will have the choice of assignment. Such assignment will not be arbitrary or capricious.

#### **ARTICLE 25 - CLOTHING AND SAFETY GEAR ALLOWANCE**

A. All mechanics must wear uniforms, foul weather gear when necessary, safety eyeglasses and steel toed shoes. Each employee will receive a stipend in the amount of five hundred fifty (\$550.00) dollars which will be included in the individual's salary and be given to the employee in two (2) payments. Uniforms and safety gear must be worn at all times. Failure to do so will result in disciplinary action.

B. Safety gear and equipment will be replaced as needed at the discretion of the Board.

C. Cost of cleaning uniforms will be paid by the Board.

#### **ARTICLE 26 - GENERAL**

A. In the event that a non-driving employee of the Transportation Department, through no fault of his own, is forced to revert to regular driving status, he shall be placed on the seniority list in accordance with the actual years he was driving a school bus for the Toms River Regional School System and has continued to keep a valid School

Bus Driver's License. He shall not assume his place on the seniority list until the start of the new school year.

## **ARTICLE 27 - MISCELLANEOUS PROVISIONS**

A. If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.

B. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in hiring, training, no disciplining of employees, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

C. Nothing in this Agreement which changes pre-existing Board Policy, rules or regulations shall operate retroactively unless expressly so stated.

D. Copies of this Agreement shall be printed and the expense shall be shared equally by the Board and the Association as soon as possible after the Agreement is signed. A copy shall be presented to all employees now employed, or thereafter employed.

## **ARTICLE 28 - CONTINUITY OF OPERATIONS**

A. The Association acknowledges and agrees that the employees of the Board of Education, which it represents, are prohibited by law the right to strike or to engage in any other concerted job actions such as work stoppages, slow-downs, sick-outs, which would disable or diminish the efficiency of the Board of Education in the discharge of its Constitutional or Statutory duties. Further, the Association agrees that any such action as stated above would constitute a material break of this Agreement.

## **ARTICLE 29 - MECHANICS NIGHT SHIFT**

A. The night shift will be an eight (8) hour shift.

B. Assignment to the night shift will be by seniority with the most

senior mechanics having the right to reject the assignment and the junior mechanics having to accept the assignment if the complement is not filled.

C. All men working the night shift will receive an additional ten (10%) per cent of their monthly salary for each month that they work nights.

D. One member of the shift, the most senior man designated by the Supervisor, will be appointed Night Foreman.

## **ARTICLE 30 - DISMISSAL AND DISCIPLINE**

A. No employee shall be discharged or suspended except for just cause.

B. Employees will serve a six (6) month probationary period. Any employee may be dismissed during the probationary period without prior warning. Each employee shall receive a written evaluation from his immediate supervisor ninety (90) days after the beginning of his employment.

C. For any action of an employee that does not call for immediate dismissal or suspension, the following shall apply:

1. First offense: Verbal warning by the supervisor.
2. Second offense: Written warning by the Supervisor, copy to the Association.
3. Third offense: Three days suspension without pay, copy of suspension notification to the Association.
4. Fourth offense: Dismissal.
5. One (1) year of good behavior will remove second offense written warning. Two (2) years of good behavior will remove third offense written warning.
6. A driver found guilty of a moving violation, as a first offense, will be placed on level C-2, written warning by Supervisor. Copy to the Association and Defensive Driver courses will be required

## **ARTICLE 31 - REPRESENTATION FEE**

A. The Association shall, on or before September 30, deliver



to the Board a written statement containing the following:

1. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
2. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.
3. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.
4. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

B. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees in accordance with Paragraph "C" below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

C. Payroll Deduction Schedule:

The Board 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:

1. In November; or
2. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.

D. On or about the last day of each month, beginning with the

month this Agreement becomes effective, the Board will, submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

E. The Association hereby agrees to indemnify, defend and save harmless the Board from any claim, suit or action, of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

## ARTICLE 32 - DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1994 and shall continue in effect until June 30, 1997 subject to the Association's right to negotiate over a successor Agreement as provided in Article 2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

FOR THE ASSOCIATION:

BY: Kathleen v. Souding  
Its President

ATTESTED:

BY: Shirley J. Makin  
Its Secretary

FOR THE BOARD OF EDUCATION:

BY: Richard Wenz  
Its President

ATTESTED:

BY: Robert Alcega  
Its Secretary

SCHEDULE A

TOMS RIVER SCHOOL BUS DRIVERS

1994-1995

LEVEL	SALARY \$
1	13,650.00
2	13,850.00
3	14,000.00
4	14,160.00
5	15,300.00
6	15,650.00
7	16,285.00
8	18,070.00
9	19,590.00
10	21,580.00
11	23,730.00
*	24,431.00
Mini 4 hrs	16,766.00

\* Mini Bus Drivers above Level 11 will receive a \$700 increase over 1993-1994 Guide

K A.M. & K P.M. Runs	5,000.00
4th & 5th Runs	3,100.00
Local Shuttles	900.00

SCHEDULE A

TOMS RIVER SCHOOL BUS DRIVERS

1995-1996

LEVEL	SALARY \$
1	14,500.00
2	14,700.00
3	14,900.00
4	15,100.00
5	15,300.00
6	16,800.00
7	17,150.00
8	17,710.00
9	19,070.00
10	20,590.00
11	22,580.00
11	25,046.00
11	25,046.00
K A.M. & K P.M. Runs	5,100.00
4th & 5th	3,300.00
Local Shuttles	1,200.00

Mini Bus Drivers "A" will receive \$1,215 additional over  
1994-1995 Guide

SCHEDULE A  
TOMS RIVER SCHOOL BUS DRIVERS  
1996-1997

LEVEL	SALARY
	\$
1	15,350.00
2	15,550.00
3	15,750.00
4	15,950.00
5	16,150.00
6	15,350.00
7	17,850.00
8	18,200.00
9	18,760.00
10	20,160.00
11	22,756.00
11	25,436.00
11	25,436.00
11	25,436.00
K A.M. & K P.M. Runs	5,200.00
4th & 5th	3,590.00
Local Shuttles	1,200.00

Mini Bus Drivers "A" will receive \$1,180.00 over 1995-1996  
Guide

SCHEDULE B

TOMS RIVER SCHOOL BUS DRIVERS

MECHANICS

1994-1995	\$ 43,800.00
1995-1996	\$ 44,800.00
1996-1997	\$ 45,800.00

SCHEDULE C

MECHANICS HELPERS/TIREMAN/FUEL ATTENDANT

1994-1995	\$ 30,195.00
1995-1996	\$ 31,195.00
1996-1997	\$ 32,195.00

SCHEDULE D

GARAGE ATTENDANT

1994-1995	\$ 21,354.00
1995-1996	\$ 22,054.00
1996-1997	\$ 22,754.00

## SCHEDULE E

### TOMS RIVER SCHOOL BUS DRIVERS

#### BUS ATTENDANTS

1994-1995**	\$17,755.00
	\$19,922.00
1995-1996**	\$18,455.00
	\$20,622.00
1996-1997**	\$19,156.00
	\$21,322.00

\*\*All Bus Attendants employed before 7/1/94 will receive a \$700 increase

Bus Attendants employed after 7/1/94 will receive \$6.00 per hour  
Bus Attendants employed after 7/1/95 will receive \$6.50 per hour  
Bus Attendants employed after 7/1/96 will receive \$7.00 per hour

## MEMORANDUM OF AGREEMENT

between the Toms River Board of Education  
and Toms River Transportation Association

The following changes to the contract will be effective July 1, 1995.

1. All trips (athletic and educational) will be paid at the following daily stipended rate:

1 - \$ 12.00	13 - \$ 156.00
2 - 24.00	14 - 168.00
3 - 36.00	15 - 180.00
4 - 48.00	16 - 192.00
5 - 60.00	17 - 204.00
6 - 72.00	18 - 216.00
7 - 84.00	19 - 228.00
8 - 96.00	20 - 240.00
9 - 108.00	21 - 252.00
10 - 120.00	22 - 264.00
11 - 132.00	23 - 276.00
12 - 144.00	24 - 288.00

2. All athletic, local and kindergarten plus shuttles shall be paid at the negotiated local shuttle rate.

3. All work above each drivers' regular contracted work will be paid at the rate of \$12.00 per hour. Any combination that exceeds 40 hours per week during the regular five day work week shall be paid at the additional half-time rate. This excludes any trip.

4. All drivers will be responsible to take their assigned bus through inspection, as required by law, during the regular school year at no additional remuneration.

5. The substitute driver rate of pay effective July 1, 1995 will be \$11.00 per hour.





