

AGREEMENT BETWEEN
THE SOMERSET COUNTY EDUCATIONAL SERVICES COMMISSION
AND THE
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
LOCAL 1040

Bus Drivers and Aides

July 1, 2012 – June 30, 2015

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PREAMBLE

This Agreement is entered into this 11th day of October, 2012, by and between the Somerset County Educational Service Commission, hereinafter called the "Commission", and the Communications Workers of America, AFL-CIO, Local 1040, hereinafter called the "Union".

The purpose of this Agreement is to promote harmonious relations between the Commission and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, establishment of rates of pay, hours of work, and other conditions of employment. The Commission and the Union agree that both parties shall on a best effort basis, promote an environment characterized by mutual respect and dignity to which all individuals are entitled.

ARTICLE II

RECOGNITION

- A. The Commission hereby recognizes the Union as the sole and exclusive representative for all full-time and regular part-time employees under this agreement for the purpose of collective negotiations pursuant to the New Jersey Employee – Employer Relations Act (N.J.S.A. 34:13A-1 et. seq.), concerning wages, hours and other terms and conditions of employment in the negotiating unit described below:
1. Included: All regularly employed part-time and full-time drivers and aides. Charter drivers employed thirty (30) days or more during the school year will be a part of the bargaining unit on the thirtieth day of their employment.
 2. Excluded: Managerial executives, confidential employees, and supervisors within the meaning of the Act; craft employees, professional employees, police employees, casual employees and all other employees employed by the Commission.
 3. The Commission and the Union agree that the Union represents the Drivers (full-time, part-time, charter and substitute) and Aides (full-time, part-time and substitute).
- B. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees defined by Subsection A.
- C. The Union accepts the requirement of the New Jersey Employer-Employee Relations Act as amended to represent equally all members of the above-defined unit.

ARTICLE III

NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective negotiations in accordance with N.J.S.A. 34:13A-1 through 21 in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin no later than the February 15 of the year in which the existing Agreement expires. Any agreement negotiated shall apply to the unit defined, be reduced to writing, be subject to ratification by the Union, be subject to ratification by the Commission, and be signed by the Union and the Commission.
- B. Any individual contract between the Commission and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement. If an individual employee's contract contains any language inconsistent with this Agreement, this Agreement, during its duration is controlling.

ARTICLE IV

GRIEVANCE PROCEDURE

A. **Definitions:**

1. Grievance: A claim by an employee based an alleged violation of this agreement that may be grieved up to and including Level Five of the grievance procedure.
2. Grievant: The employee making the claim.
3. School Days: School days are days the Commission's Administrative Office is open.
4. Non-Contractual Grievance: Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Employer, which may be processed up to and including Level Four of the grievance procedure.
5. Disciplinary Grievance: A disciplinary action against an employee may be grieved up to and including Level Five of the grievance procedure. If a grievance involves discipline (not non-renewals), and the Union does not agree with the decision of the Commission, the Union may, within ten (10) school days and consistent with the provisions of N.J.S.A. 34:13A-29, appeal the dispute to arbitration. The standard of review shall be 'just cause' and the decision of the Arbitrator will be binding upon the parties. The procedures of the Public Employment Relations Commission shall be followed with respect to all aspects of the arbitration proceeding.

B. General:

1. Non-reemployment of a unit member is not a grievable matter at any level.
2. A grievant shall have the right to present his/her own appeal to his/her own designated supervisor.
3. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and not subject to further appeal.
4. The time limit provided for in this procedure may be extended by mutual written agreement of the parties.
5. It is agreed and understood that during and notwithstanding the pendency of any grievance, the employee shall continue under the direction of the Transportation Coordinator and continue to observe all assignments and applicable policies, rules and regulations of the Commission until such grievance or grievances and any effect thereof shall have been fully determined.
6. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
7. In the event a grievance is filed late in the school year, both parties shall endeavor to expedite procedures to the maximum extent possible.
8. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
9. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted.
10. Alleged grievances by an employee should be discussed in a private, informal conference with the grievant's immediate supervisor.
11. The Union will be copied on all grievance responses if the grievance is not presented by the Union.

Level One:

- A. A grievance must be initiated by the employee in writing, to the Transportation Coordinator within ten (10) school days of the date the bus driver or bus aide first knew or should have known of its occurrence. The names of the Supervisor at Level One, the grievant and the Local Union Representative shall be included in

the written statement of grievance. This statement shall be a clear, concise statement of the grievance; the circumstances on which the grievance is based; the decision rendered at the private conference; and the remedy sought.

- B. The Transportation Coordinator shall communicate his/her decision in writing with reasons, to the grievant within ten (10) school days of receipt of the written grievance.

Level Two:

- A. The grievant, no later than five (5) school days after receipt of the Transportation Coordinator's decision, may appeal the decision to the Business Administrator. The appeal to the Business Administrator must be made in writing and shall include a copy of the original grievance; the decision rendered; and a clear, concise statement of the reasons for the appeal on the decision.
- B. The Business Administrator shall communicate his/her decision in writing to the grievant within fifteen (15) school days from the receipt of the written appeal or date of conference.
- C. Either party in the appeal may request a personal conference within the above time limits to the Superintendent.

Level Three:

- A. Within five (5) school days after receiving the decision of the Superintendent or Business Administrator, the grievant may, on his/her own or through the Union, appeal the decision in writing to the Commission.
- B. The Commission or its Executive Committee to act on its behalf shall schedule the matter for a hearing at the next executive session to be held, from the receipt of the written appeal. The grievant and his/her conferee shall be present at the hearing.
- C. Within twenty (20) school days of the hearing, the Commission or its Executive Committee will submit its decision in writing, together with supporting reasons to the grievant. A copy shall be furnished to the supervisor involved and the Superintendent.
- D. Non-Contractual Grievance: Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Employer, which may be processed up to and including Level Four of the grievance procedure.

Level Four:

Disciplinary Grievance: A disciplinary action against an employee may be grieved up to and including Level Four of the grievance procedure. If a grievance involves discipline (not non-renewals), and the Union does not agree with the decision of the Commission, the Union may, within ten (10) school days and consistent with the provisions of N.J.S.A. 34:13A-29, appeal the dispute to arbitration. The standard of review shall be 'just cause' and the decision of the Arbitrator will be binding upon the parties. The procedures of the Public Employment Relations Commission shall be followed with respect to all aspects of the arbitration proceeding.

The Arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his/her decision solely to the interpretation and application of this Agreement. The Arbitrator shall confine their decision to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted, nor shall they submit observations or declarations of opinions which are not essential in reaching the determination.

Contractual issues only may seek resolution through advisory arbitration.

ARTICLE V

MANAGEMENT RIGHTS

- A. There is reserved exclusively to the Commission all responsibilities, powers, rights and authority expressly or inherently vested in it by the laws and Constitutions of New Jersey and of the United States, excepting where expressly and in specific terms limited by provision of this Agreement. It is agreed that the Commission retains the right to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of employees and their working conditions, which are not inconsistent with this Agreement.
- B. In addition to the rights otherwise described herein, the Commission specifically reserves the following rights and authorities, including, but not limited to:
 - 1. To supervise the employees of the Commission;
 - 2. To hire, promote, transfer, assign, reassign and retain employees in positions at the Commission and to suspend, demote, discharge or take other disciplinary action against employee;
 - 3. To relieve employees of duty because of lack of work or for other legitimate reasons;

4. To maintain efficiency of the Commission; and
5. To determine the methods, means and personnel by which operations are to be conducted.

ARTICLE VI

UNION RIGHTS

- A. The duly authorized officers and/or business representative of the Union shall be permitted on Commission premises during working hours for the purpose of adjusting complaints or ascertaining whether this Agreement is being performed. The Commission will recognize five designated stewards authorized by the Union.
- B. The Union shall have the right to distribute information dealing with proper legitimate Union business to employee's desks during non-working hours (lunch, break time, and before/after work). In addition, the Union shall be provided with a locked bulletin board for the purpose of posting materials relating to Union matters. No posting shall be allowed in any other location.
- C. Union Business: A pool of seven (7) unpaid days will be established to cover every (all) members. The pool will cover the contract year July 1 through June 30. Pool days will not carry over from year to year. Employees absent from work for union business who draw on this pool will not have those days charged to their personal days. Two weeks prior written notice is required. No more than two (2) members may avail themselves of the same day. The written request must be endorsed by the local union president.

ARTICLE VII

ACCESS TO PERSONNEL FILE

Individual employees may inspect their own personnel files. The employee will make a written request to the Transportation Coordinator or his/her designee who will in turn schedule a time for such review within two weeks of receipt of the request. If more than five (5) requests are pending, then the time to schedule the inspection will be extended no more than thirty (30) days from the original date of request. A Commission observer will be present during the employee's review. If the employee wishes to dispute any document in the file, they shall submit a document with their disclaimer etc. to be included in their personnel file. Such disclaimer material shall remain in the file as long as the documents giving rise to the dispute remains in the file or the employee, in writing, asks that the disclaimer material be removed.

Employee shall be given a copy and required to sign for any derogatory or negative file entries of their job duties. If an employee desires, they will be allowed to write a letter of explanation concerning any derogatory or negative file entry. If the employee wishes to dispute any

document in the file, they shall submit a document with their disclaimer etc. to be included in their personnel file. Such disclaimer material shall remain in the file as long as the documents giving rise to the dispute remains in the file or the employee, in writing, asks that the disclaimer material be removed.

ARTICLE VIII

FAIR EMPLOYMENT PRACTICES

The Commission shall notify an employee that his/her contract has not been renewed by May 30.

ARTICLE IX

LICENSE REQUIREMENTS

All drivers must possess and maintain a valid New Jersey Drivers License and all endorsements required by the State of New Jersey to operate a school bus and/or van.

ARTICLE X

WORK YEAR

A. **Work Year:**

1. The work year shall be defined as days when pupils are transported on the employee's routes plus one (1) day at the start of the school year for orientation.
2. The Commission will notify the Union of the number of work days associated with each route for each school district prior to the annual selection of routes.

ARTICLE XI

ROUTE ASSIGNMENT

- A. The Commission has the managerial right to determine route assignments. Based on route specifications, routes will be selected by drivers in order of seniority, subject to the approval of the Commission.
 1. **Determination of Seniority:** By June 15 of each year, the Commission will prepare separate aide and driver seniority lists based on the following criteria:
 - a. Seniority shall be determined by the first date of active employment with the Commission, confirmed by the letter of intent signed by Superintendent.

- b. Non-medical leaves over 30 days will change the original hire date to the most recent date the employee resumed service.
 - c. The seniority list will be transmitted to the Union via certified mail and posted on the bulletin board by June 15. Any employee who believes that his/her seniority has been incorrectly listed shall notify the Commission and the Union of that error, in writing, by July 1.
 2. Loss of Seniority: An employee shall lose his seniority rights for any one of the following reasons:
 - a. if the employee quits;
 - b. is discharged for proper cause;
 - c. is absent for three (3) or more consecutive days or shifts without notifying his superior, unless the employee can establish that it was impossible to so notify his superior;
 - d. is laid off for at least twelve (12) months;
 - e. is absent due to a disabling accident or illness extending beyond eighteen (18) consecutive months;
- B. **Route Lists/Numbers:** The Commission shall establish a route list using route numbers to reference detailed descriptions. The Commission retains the right to consolidate routes into single packages or otherwise create packages that best serve the Commission's needs.
 1. The starting and end points will be designated.
 2. The list will contain the number of weekly hours, special conditions, and will specify which lists meet the hours requisite for health benefit eligibility.
- C. **Selection:** The Commission shall schedule meetings with the drivers and aides (separately) so that each may select his/her preferred route.
 1. Route selection meetings shall be scheduled in order of seniority.
 2. A driver or an aide may authorize, in writing, the Transportation Director to select a route on his/her behalf during this meeting. A driver or aide who grants the Director permission to select his/her route on his/her behalf may not grieve his/her final assignment.

3. An employee denied seniority in the selection of a route may pursue the denial through the grievance procedure. The Commission shall not, however, be responsible for paying more than one driver for any given run

D. New or Vacated Routes:

1. Any new route which shall be posted and a lower route driver may bump up in the same manner as the original route selections (See A, above).
 - a. After the second related bump, the Commission may fill the last created vacancy at its discretion.
 - b. If, after five (5) days, no driver volunteers for the newly created position, the Commission shall assign as it deems appropriate.
2. Any route which has been permanently vacated due to the prior driver's resignation, termination and/or other separation from employment shall be posted and a lower route driver may bump into that position in the same manner as the original route selections (See A, above). After the third related bump, the Commission may fill the last created vacancy at its discretion.
3. Vacancies or new routes occurring after April 1 of the school year may be filled by management discretion.

- E. Summer Assignments shall be posted and made available to in seniority order, except for Extended School Year special needs routes.**

All drivers wanting summer work must sign up by May 31 of the school year. By an agreed date, employees will be allowed to select summer routes in seniority order. Routes becoming available after the initial selection process will be offered to the remaining bus drivers in seniority order. The Commission will contact employees by telephone. If a driver does not respond or refuses work, the Commission will offer the route to the next driver. An employee will have two (2) days to respond. If an employee refuses work offers three (3) times, their name will move to the bottom of the summer work seniority list. Accepting a route of ten days or less duration allows the driver to return to the top next position on the list.

ARTICLE XII

WORK DAY

A. **Work Day:**

1. Drivers and Aides

- a. Drivers shall be available for assignment on Commission premises for no less than 4 hours per day. Base pay shall be a minimum of 4 hours per day, which shall include 15 minutes for pre- and post-run checks of their vehicles. Whether or not a driver's runs total less than 4 hours, the 15 minutes is included in the minimum.
- b. The daily pre- and post- trip checks (15 minutes) will be paid at the driver's full hourly, rate, but no driver will be paid more than fifteen (15) minutes per day at the full hourly rate for the pre- and post- trip.
- c. Aides shall be available for assignment on Commission premises for no less than 4 hours per day. They will not be entitled to time for pre- or post-run checks.
- d. If a route is shortened or cancelled, the driver and/or aide may be called upon to perform other work appropriate to that job title during his/her resulting paid "down time."
- e. Except for 'park outs', keys must be returned to the office every evening. If the office is closed, keys must be placed in the deposit box.
- f. Drivers must attend seven (7) safety meetings during the school year. Five (5) of these meetings will be mandated. Failure to attend safety meetings will result in a deduction in pay and may result in disciplinary action.
- g. The audits of the 5.75 hour routes established for the year shall be completed within a reasonable amount of time.

2. The parties acknowledge that a 'split day', i.e., a morning home to school run and an afternoon school to home run, with non-work time in between, is the norm and that employees are not entitled to layover time.

B. **Mid-Day**

A driver who is scheduled for a morning, mid-day, and afternoon run, but is absent for only the mid-day portion will not be paid for the mid-day run.

ARTICLE XIII

SHUTTLES

- A. The Commission will indicate on the trip listing for route selection any routes which include time spent for travel from the remote site back to the main bus yard after the morning run(s) and travel time prior to the afternoon run(s) from the main bus yard back to the remote site.
- B. The driver has the option to waive payment for travel time if he/she wishes to remain at the remote site during the interval between morning and afternoon runs or wishes to travel to and from the remote location via personal vehicle.
- C. Each driver will be required to sign a trip sheet kept in the possession of the shuttle driver to indicate presence on the shuttle trip. Employees using sick leave, personal leave, or scheduled for a charter trip will be exempt from signing the sheet. A driver refueling a bus must sign out on a designated sheet after returning to the bus yard.
- D. Drivers riding on the shuttle will be paid at their regular hourly wage rate. Drivers will not be paid for travel time if the sheet has not been signed for the specific day.

ARTICLE XIV

COMPENSATION

- A. The wages of all bus drivers covered by this Agreement are set forth in Schedule A, which is attached hereto and made a part of hereof.
- B. Employees shall be paid on the 15th and the last day of each month, unless either of those dates fall on a weekend or holiday. In those cases, pay day will be paid the last working day prior to the 15th or the last day of the month.
- C. Adjustments in pay shall be made in the pay period following the pay period during which the signed time sheet is submitted, provided drivers have submitted all necessary paper work including corrected route sheets and time. Every reasonable effort will be made by the Commission to resolve payroll discrepancies in a timely manner.
- D. An employee shall not be advanced on the wage schedule unless he/she has been paid for at least ninety (90) contracted work days in the preceding year.
- E. Should a question arise concerning a paycheck, hours and rates of pay in support of that check will be made available to the employee upon request.

ARTICLE XV

TEMPORARY LEAVES OF ABSENCE

A. **Sick leave:**

Sick leave is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from work by the medical authorities on account of a contagious disease, or being quarantined for such a disease in the immediate household or being medically or psychologically unfit to transport school children. The Superintendent may require a physician's certificate any time an employee utilizes his sick leave.

1. Bus drivers shall be granted ten (10) sick days each year as of the first official day of said school year. A bus driver who begins his/her employment on or after October 1 shall be granted one sick day for each full month remaining in the school year.
2. Bus aides shall be granted ten (10) sick days each year as of the first official day of the school year. A bus aide who begins his/her employment on or after October 1 shall be granted one sick day for each full month remaining in the school year.

B. Unused sick days shall be accumulated from year to year with no maximum limit.

C. **Personal Days:**

1. Employees shall be entitled to the following leaves of absence with full pay each school year:

Employed by September 1: Two (2) personal days

Employed by November 15: One and one half (1½) personal days

Employed by February 1: One (1) personal day

Employed by April 15: One-half (½) personal day

2. Personal leave days may only be used for matters which the employee cannot conduct during his/her normally scheduled time off. Application for use of personal shall be made in writing to the Director of Transportation at least five (5) school days before the date of requested leave, except in cases of emergency.
3. The following requests for personal days will not be approved:
 - a. Days requested during the first two weeks of school;

- b. Days requested during the last week of school;
 - c. Any day there is a half day for any school that the Commission provides transportation to; or
 - d. The day immediately before or immediately after a holiday or vacation period.
- 4. No more than two (2) bus drivers and/or two (2) bus aides will be granted leaves of absence under this section, on any given day, except in cases of emergency and subject to the availability of substitute coverage.
 - 5. Unused personal days will roll into sick days at the end of each fiscal year.

D. Bereavement Days:

Up to three (3) days leave shall be granted in the event of the death of an employee's spouse, civil union partners/domestic partner, child, father, mother, including persons living in the employee's immediate household. Up to two (2) days may be taken in the event of the death of a brother, sister, grandmother and grandfather, grandchild, father-in-law, mother-in-law, sister-in-law, and brother-in-law. Additional days may be granted at the discretion of the Superintendent

E. Miscellaneous:

- 1. No other leaves of absence, with or without pay, may be taken without approval of the Superintendent.
- 2. Bus aides and drivers absent for any reason not heretofore specified shall have a wage deduction based upon a pro-rata portion of the employee's work day and work year.

ARTICLE XVI

EXTENDED LEAVES OF ABSENCE

A. Medical Disability Leave:

- 1. Due to a medical disability, which is substantiated by a certificate from a medical doctor, an employee may be granted an extended leave of absence. Such leave shall be without pay, except that the employee may, during the period of actual medical disability, utilize accumulated personal illness leave benefits. The employee will be required to submit a physician's certification of disability.

2. An employee who anticipates a medical disability shall notify the Transportation Coordinator in writing, a minimum of thirty (30) days prior to the anticipated commencement date of the disability or as soon as it is known, whichever date is sooner.
3. The Commission will attempt to accommodate an employee's preferred return to work date. The employee must provide documentation of his fitness for duty prior to his return. The Commission reserves the right to delay the employee's return to work if such delay is required to preserve educational continuity.
 - a. The employee shall specify in writing a best estimate of the dates of commencement and termination of the requested medical disability leave, and the Commission shall consider these dates when granting a leave.
 - b. Nothing herein shall prevent the employee or the Commission from agreeing to modify the commencement and termination dates of a leave to a mutually agreeable change in the dates. A requested change in the dates of a leave already granted by the Commission should be submitted at least two weeks in advance.
 - c. An employee returning from a medical disability shall be entitled to all benefits to which that he/she was entitled at the time the leave commenced, less any used sick or personal days.
4. Employees eligible for benefits who are on unpaid leave of absence may continue their health insurance coverage under the existing SCESC plan, if he/she pays the premium one month in advance, subject to the regulations of the carrier and subject to law.

B. Adoption and Child-Rearing Leave:

1. For purpose of adoption and/or child rearing, an employee shall be granted an extended leave of absence without pay.
2. Child-rearing leave under this section is defined to mean a voluntary absence from active employment for the purpose of childcare commencing after the birth of a child or after the end of a pregnancy-related disability or on the approximate date of obtaining legal guardianship of an adopted child.
3. An employee who anticipates taking a leave under this section shall notify the Transportation Coordinator, in writing, of the anticipated commencement date of such leave as soon as the employee knows of it.
4. The Commission reserves the right to regulate commencement dates and, within one month of employee's request to return to work, termination

dates of leaves for these purposes in order to preserve educational continuity.

5. Nothing herein shall prevent the employee or the Commission from agreeing to modify the commencement and termination dates of a leave to a mutually agreeable change in the dates. The employee must submit a requested change in writing to the Superintendent at least two weeks prior to the requested date of return.
6. All benefits to which an employee was entitled shall cease (including medical) at the time his/her leave of absence under this section commences, but upon returning, the employee shall be entitled to all benefits to which he/she was entitled to at the time the leave commenced.
7. The Commission shall be notified in writing by June 1 of the employee's intent to return for the following school year. Failure to so notify the Commission constitutes a resignation.
8. Nothing in this article shall be construed as obliging the Commission to grant a leave to an employee beyond the expiration date of his/her employment contract.

C. Military Leave

Military service short of call to active duty. The employee will provide copies of all orders as far in advance as possible, but a minimum of two (2) weeks notice is required.

D. Jury Duty

The Board of Directors will indemnify all full-time employees against loss of pay incurred by a call to jury duty. No employee will be penalized in any way for an absence caused by service on a panel of grand or petit jurors. The time any such employee is absent will count toward Commission service.

An employee absent on jury duty will receive full payment, provided that the amount received for jury service is remitted to the Commission.

An employee summoned to jury duty shall promptly report the summons to his or her immediate supervisor, and may be requested to postpone jury duty until the summer.

On return from jury duty, the employee must submit to his or her immediate supervisor a court record of the number of days served on jury duty.

While on jury duty, an employee must report daily to his or her supervisor the schedule for the following day.

The Employer agrees to be bound by all provisions of the New Jersey Family Leave Act, N.J.S.A. 34:IIB-1 et seq., and the Federal Family and Medical Leave Act of 1993 (Pub. L 103-3, February 5, 1993) so long as both acts shall remain in effect.

ARTICLE XVII

INSURANCE

A. Health benefits:

1. The Commission agrees, that for the life of this contract, employees contracted to work a schedule that calls for 29.5 or more hours per week will be provided individual health-care insurance coverage, based upon equivalent coverage of the New Jersey State Health Benefits Plan at the Direct 15 Plan level. No medical benefits shall be granted to employees contracted for less than a 29.5 hour work week schedule.
 - a. The employees listed in Appendix B, when contracted for a schedule that calls for a work week of 29.5 hours or more, shall receive health insurance benefits at the same level they received as of June 30, 2012.
2. The Commission shall request the health-care insurance carrier to provide each employee with a description of the health-care insurance coverage provided under this article including conditions and limits of coverage listed.
3. Pursuant to New Jersey Legislation S-2937 (Chapter 78, P.L 2011) employees shall contribute 1.5% of their income or the statutorily mandated contribution based upon an employee's salary or the percentage of premium contribution in each respective year of the schedule in S-2937, whichever is greater.

Employees shall not make plan contributions in addition to the statutorily mandated contributions noted above.

Contributions for post retirement health benefits shall be determined by New Jersey Legislation S-2937 (Chapter 78, P.L 2011).
4. The parties agree to jointly investigate the possibility of an opt out or waiver bonus. Any such system must become a sidebar to this agreement.
5. Loss of health coverage during the school year:
 - a. If a route which qualifies for health benefits is cancelled by the district(s) after a minimum of ten (10) days of operation, the driver shall be entitled to retain benefits for sixty (60) calendar days, if

he/she remains in the Commission's employ. The driver's compensation drops to the new route assigned, if applicable, at the driver's current hourly rate.

- b. If a driver is removed from a route which qualifies for health benefits at the request of the district(s) after completing a minimum of thirty (30) days of operation, the driver shall be entitled to retain benefits for sixty (60) calendar days, if he/she remains in the Commission's employ. A driver who is removed by district request shall not bid for any route serving that specific district for at least two (2) years. The driver's compensation drops to the new route assigned, if applicable, at the driver's current hourly rate.

B. Optional Dental Insurance:

- 1. The employee, at his/her own expense, may elect to be included in the Commission's dental insurance program. If this option is chosen, the employee will pay for individual or family dental health-care insurance coverage at the rate specified by the dental carrier. The employee must remain enrolled for the entire school year. The Commission agrees to transmit the employee's dental payroll deductions to the dental carrier as applicable.
 - 2. In the event the Commission decides to change dental insurance carriers, coverage will be provided equal to the current Commission-approved dental carrier policy or the bus aide will have the option of terminating coverage. A meeting to explain the new carrier will be held prior to the Commission's approval.
- C. The parties agree that if the legislature makes any changes to the existing health benefits, the bargaining unit agrees to modify the language to be reflective of the changes recommended by the legislature to be law pursuant to the legislation.

ARTICLE XVIII

DUES & REPRESENTATION FEE

- A. The Commission agrees to deduct the Union dues from the salaries of its employees, subject to this Agreement, such as deductions shall be made in compliance with N.J.S.A. 34:13A-1 et. seq. and members shall be eligible to withdraw such authority during January and July of each year as prescribed by law.
- B. The deduction of full dues shall be made only for each employee who individually requests, in writing, that such deductions be made.

The Commission further agrees to deduct, in accordance with P.L. 1979, Chapter 477, as it relates to the Agency Shop provisions, from the pay of each employee covered by the Agreement who does not furnish a written authorization for deduction of Union dues, a representation fee up to 85% of the Union dues, as may be certified to the Commission by the Union at least thirty (30) days prior to the month in which the deduction of dues is to be made, commencing ninety (90) days after the date of hire of such employee. However, in the event of rehire, such dues shall commence after thirty (30) days of rehire.

- C. The amounts to be deducted shall be certified to the Commission by the Union and aggregate deduction of all employees shall be remitted to the Union, c/o Communications Workers of America, Secretary/Treasurer, 501 Third Street, NW, Washington, DC 20001-2797 by the tenth (10th) day of the month following the calendar month in which said deductions are made, together with a list of names, and the amount of the deduction.
- D. The Union shall indemnify, defend, and hold the Commission harmless against any and all claims, demand, suits or other forms of liability that may arise out of or by reason of action taken by the Commission in reliance upon official notification on the letterhead of the Union of such deductions.

ARTICLE XIX

PROBATIONARY PERIOD

All new employees will serve a ninety (90) day probationary period, during which time they may be terminated with or without cause and without recourse to the grievance procedure. Completion of the probationary period does not grant the employee any form of tenure.

ARTICLE XX

LAYOFF AND RECALL

When it is necessary to lay off employees, the Union shall be notified as far in advance as possible; however, the Union shall be notified at least within thirty (30) days of the layoff. The Commission shall provide the Union with seniority lists upon request.

Layoffs will be conducted in seniority order (bottom to top) starting with the least senior person. If an employee is laid off, they will be placed on a special re-employment list for a period of one year. If a position becomes available within the one year time period, the Commission will recall the employee with the most seniority on the special re-employment list. If an employee is recalled, they will retain their original date of seniority and their most recent hourly rate and accumulated sick and personal days at the time of the layoff. A driver or aide laid off due to the loss of a route will be placed on a re-employment list for one year.

ARTICLE XXI

DISCIPLINE

Discipline shall only be imposed for just cause and shall be progressive; however, it is understood that progressive discipline includes the concept that more serious offenses may merit more severe penalties.

- A. The following includes, but is not limited to, infractions which may require discipline:
 - 1. Failing to answer a cell phone or radio call from the Transportation Office of the Commission either by not having the device with them or having the device in an "off" position or ignoring the call. It is understood that if on the road time is needed to pull off the road.
 - 2. Failing to complete pre-trip inspection and/or the relevant paperwork.
 - 3. Verifiable unsafe driving.
 - 4. Leaving a vehicle overnight with less than half a tank of fuel.
- B. Not informing management of any motor vehicle violation regardless of vehicle being driven. Notice is required thirty (30) days after conviction of the infraction.
- C. Not calling dispatcher before 5:30am and or before 12:30pm in the event of absence or being late.
- D. For any of the above listed infractions, the penalty will be as follows:
 - First infraction: Verbal counseling.
 - Second infraction: Written warning.
 - Third Infraction: Suspension without pay.
 - Fourth Infraction: Termination.

All disciplinary actions will be subject to the grievance procedure.

ARTICLE XXII

SENIORITY

Seniority is defined as continuous employment with the Commission from the date of last hire, including an employee's leave of absence with or without pay, and shall be given due consideration by the Commission.

The Commission shall maintain a seniority list of all bargaining unit employees, copies of which will be furnished to the Union, upon request.

ARTICLE XXIII

OUT OF TITLE WORK

It is agreed that all employees shall be offered and given work based on their job title and the duties thereof. If an emergency need occurs within a certain job designation, good faith efforts to assign the task to individuals within the affected job classification, and in accordance with seniority provisions, shall be made prior to assigning out of title work. It is understood that the emergency need provision will not be used unreasonably. In an emergency, a mechanic, dispatcher, or supervisor may drive a bus provided all bargaining unit members have been offered the opportunity first.

ARTICLE XXIV

LABOR MANAGEMENT MEETINGS

The Union may request a joint meeting, by written request, to the Business Administrator. If possible, such meeting will be scheduled within ten working days or at the next date that is mutually agreeable to the Commission and the Union. Each such request must follow a lapse from the prior meeting of at least six weeks, absent an emergency.

ARTICLE XXV

DISCRIMINATION

The Commission and the Union duly understand and agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, sexual preference, statutorily protected handicap/disability or national origin.

ARTICLE XXVI

NO-STRIKE/LOCKOUT

- A. The Union agrees that it will not encourage or condone participation in any strikes, work stoppages, slowdowns or any such actions.
- B. The Commission agrees that it will not engage in any lockout of its employees.

ARTICLE XXVII

SAVINGS CLAUSE

Should any provision hereof, or the application of any such provision to any person or circumstance, be rendered or declared invalid by reason of existing or subsequently enacted legislation or by any decree of 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 XXVIII

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 XXIX

FULLY BARGAINED CLAUSE

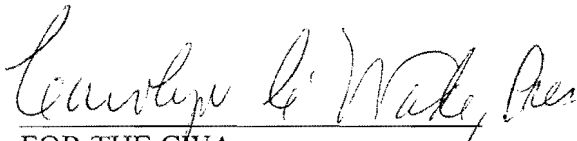
This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

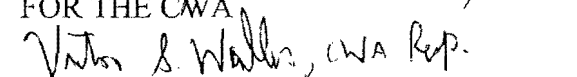
ARTICLE XXX

DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of July, 2012 and shall continue in effect until the 30th day of June, 2015.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers as of the 11th day of October, 2012.



FOR THE CWA

Victor S. Walker, CWA Rep.



FOR THE COMMISSION

APPENDIX A

WAGES

Effective July 1, 2012, each employee in the bargaining unit shall receive a forty cent (.40) per hour increase each year of this agreement.

This increase is retroactive to July 1, 2012 from date of ratification.

APPENDIX B

INSURANCE

As agreed by the Somerset County Educational Services Commission and Communications Workers of America, AFL-CIO, Local 1040, this list is to be held at the Commission's Board Office, located at 991 Route 22 West, Suite 102, Bridgewater, NJ due to confidentiality reasons.