

AGREEMENT

between

THE HAMMONTON BOARD OF EDUCATION

and

TEAMSTERS LOCAL UNION NO. 929

affiliated with

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
PENNSYLVANIA CONFERENCE OF TEAMSTERS

and

JOINT COUNCIL 53

TERM OF CONTRACT:

September 1, 2005 to June 30, 2008

AGREEMENT

This Agreement made and entered into on the date set forth below by and between the Hammonton Board of Education, hereinafter called the "Board", and Teamsters Local Union No. 929, affiliated with the International Brotherhood of Teamsters, hereinafter called the "Union".

ARTICLE I RECOGNITION OF THE UNION

The Board hereby recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining in any and all matters relating to grievances, wages, hours, and conditions of employment of all full-time 10-month employee School Bus Drivers and full-time 10-month employee bus aides presently employed or hereinafter employed by the Board.

A full-time 10-month employee School Bus Driver shall be defined as a driver who is scheduled to drive throughout the normal school year inclusive of the local parochial school system.

A full-time 10-month employee School Bus Aide shall be defined as an aide who is scheduled to assist the School Bus Driver throughout the normal school year inclusive of the local parochial school system and who works more than thirty-four hours per week.

Excluded from the unit are all other employees not specifically enumerated above.

No work covered by this Agreement shall be offered to any individual not covered by this Agreement unless there are no full-time 10-month employees available to perform the work in question.

The terms and conditions of this Agreement shall regulate the terms and conditions of employment of covered employees at all times.

ARTICLE 2 FAIR EMPLOYMENT PRACTICES

The Board and the Union agree that practices, procedures, and policies of the school system and the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement shall be conducted without discrimination on the basis of race, creed, color, religion, national origin, sex, domicile, age, or marital status.

**ARTICLE 3
EXTRA CONTRACT AGREEMENT**

The Board agrees not to enter into any agreements or contracts with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

**ARTICLE 4
SEPARABILITY**

If any provision of this Agreement or any application of this Agreement to any employee or employees is held to be contrary to law, then such provision or application shall not be deemed valid, but said provision shall not affect the interpretation or legal application of any of the other terms and conditions of this Agreement.

**ARTICLE 5
WORKING CONDITIONS**

1. School Bus Drivers in the bargaining unit shall conduct themselves properly at all times while at work and shall not provoke or incite by words or conduct any students, teacher or other personnel.
2. School Bus Drivers will perform the following duties and have the following obligations in the course of employment:
3. School Bus Drivers will operate the buses assigned to them by the Board for the transportation of pupils and other persons to and from school buildings and other locations requested by the Board; they shall comply with all rules and regulations promulgated by the Board with respect to hours of work, buses, pupils and route assignments; they shall operate their buses in a careful and prudent manner and comply with any and all school bus or motor vehicle laws and regulations as well as regulations of the New Jersey Department of Education and regulations promulgated by the Board; they shall not permit or suffer any other person to operate a school bus which is under their control and they shall under no circumstances designate a substitute driver without the express approval of the Transportation Supervisor.
4. The immediate supervisor of the School Bus Drivers is hereby designated as the Transportation Supervisor. It will be the responsibility of the School Bus Drivers to notify the Transportation Supervisor or his designee, by 3:00 P.M. of the preceding day that they are unable to

perform their services due to illness or any other legitimate reason. For same day absences the driver must call by 5:00 A.M.

5. It is understood and agreed that the School Bus Driver will procure the necessary bus driver's license and keep the same in force and effect during the term of this Agreement as a condition of continuing employment.
6. It will be the responsibility of the School Bus Drivers to supervise the conduct of their passengers and to report any disciplinary problems to the receiving Principal or to such other person as the Board may direct.
7. Drivers are to remain in their buses and not leave them unattended. (This refers to daily to and from school operations, not extra-curricular or field trips.)
8. Substitute Drivers:
When a regular driver is unable to perform his/her assigned daily routes, it shall be the responsibility of the Transportation Supervisor to assign a substitute driver to the routes for the term of the regular drivers absence.

ARTICLE 6 CARE AND MAINTENANCE OF BUSES

The necessary gasoline, oil and other maintenance (except cleaning) shall be obtained at the locations and times designated by the Board. School Bus Drivers shall incur no out-of-pocket costs on behalf of the Board for gasoline, oil or maintenance of buses. However, they shall also be responsible for the proper maintenance of their buses and shall record in writing, on forms supplied by the Board, all mechanical difficulties, accidents and traffic violations to the Bus Coordinator.

It shall be the responsibility of the School Bus Drivers to keep the interior of their buses clean at all times.

ARTICLE 7 GRIEVANCE PROCEDURE

This grievance procedure is intended to provide a method for the settlement of employee expressions of dissatisfaction with the interpretation or application of this Agreement or any alleged violation thereof. This procedure will be the only avenue available to School Bus Drivers for the processing and final disposition of grievances relating to the terms of this Agreement.

The purpose of this procedure is to seek, at the lowest possible level, solutions to the problems which may, from time to time, arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at all levels of this procedure.

Procedure

To achieve maximum employee job satisfaction, the parties recognize that free and open communication between supervisor and employee is essential. For this reason, an employee will first be encouraged to bring his/her problem, complaint or grievance to his/her immediate supervisor for informal discussion and possible resolution.

All notices exclusive of Step #1 shall be sent via certified mail, with return receipt requested, to the Board and Union.

The parties recognize that speedy resolution of grievances is of vital importance to labor relations. Accordingly, time deadlines in the grievance and arbitration procedure are of the essence. Failure of the Union to process a grievance within the deadlines set forth herein will result in the waiver of that grievance; failure by the Board to comply with the deadlines imposed on it herein will entitle the Union to proceed to the next step of the grievance and arbitration procedure.

Step1:

Grievance under this Article may be initiated by employees in the bargaining unit either singly or jointly. An employee with a grievance shall first discuss it with his/her Transportation Supervisor, either directly or through the Union's designated job steward, with the objective of resolving the matter informally. In the event that the grievance is pursued without the Union representative present, the Union will be afforded the opportunity to have a representative present at the time of final decision and/or adjustment and any adjustment will not be inconsistent with the terms of this Agreement. If the employee's grievance is unresolved at this level, he/she must within twenty (20) calendar days of the occurrence of the alleged grievance, then reduce said grievances to writing and process it under the following procedures.

Step 2:

If the employee's grievance is not resolved in accordance with Step #1, or if no decision has been rendered within five (5) school days after the presentation of the grievance in Step #1, he/she may pursue his/her grievance, in writing, on a form mutually acceptable to the Board and the Union. The written grievance will set forth, in addition to the nature of the grievance, a statement regarding the remedial action sought. If

possible the employee will further state the provision of the collective bargaining agreement under which the grievance arose.

The written grievance shall be submitted to the Business Administrator within five (5) school days after the decision at Step #1. The Business Administrator shall render his decision, in writing, within ten (10) school days after receipt of written grievance.

Step 3:

If the employee is dissatisfied with the decision of the Business Administrator relating to his/her grievance, he/she may within five (5) school days of receipt of the aforesaid decision submit the written grievance to the Superintendent of Schools, or his designee. The Superintendent of Schools, or his designee, shall make and forward his decision in writing to the employee within fifteen (15) school days after receipt of the written grievance. If the employee disagrees with the finding of the Superintendent, he/she shall have the right to bring the matter to the attention of the entire School Board at the next scheduled meeting. The School Board shall issue a written decision of the matter within ten (10) school days of the meeting at which the grievance was presented to it. Then decision of the Board will be final and binding except as provided in Step#4 in this article.

Step 4:

If the grievance is not resolved at the conclusion of Step#3 to the satisfaction of the employee, he/she may submit a written request to the Union, asking that the grievance be referred to arbitration, as provided herein.

Only the Union and the Board may refer matters to arbitration, not individual employees. The Union reserves the right to determine whether or not the employee's grievance will be referred to arbitration. Should the Union deny the employee's request, the decision reached at the conclusion of Step#3 will be final. The employee may not request further consideration of the grievance under the provisions of this Agreement.

If the Union decides to bring a grievance to arbitration, the Union must, within fifteen (15) days of the receipt of the written decision of the Superintendent of Schools (or of the Board, if submitted thereto), present its request in writing to the Superintendent of Schools with a copy to the Board of Education.

Within five (5) schools after written notification that a grievance will be submitted to arbitration, representatives of the Board and the Union shall meet for the purpose of agreeing on the selection of an arbitrator.

If the Union and the Board cannot agree on the selection of an arbitrator, it is agreed that the arbitrator shall be selected pursuant to the rules and procedures of the Public Employment Relations Commission (PERC). Whether an arbitrator is selected pursuant to the rules set forth by PERC or not, the rules concerning arbitration set forth by PERC will govern the arbitration proceeding.

The fees and expenses of arbitration shall be shared equally by the Union and the Board.

The arbitrator will be requested by the parties to render his decision as quickly as possible and not later than thirty (30) calendar days after conclusion of the hearing unless

the parties agree otherwise. The arbitrator will be empowered to decide disputes based on the terms of this Agreement. Rulings on the interpretation and application of the rules and regulations of the Board of Education will not be within the jurisdiction of the arbitrator.

Either party may file exception to an arbitrator's award with the board of Education. However, the arbitrator's award shall be advisory unless that award conflicts with the established policy, rules and regulations of the Board of Education.

ARTICLE 8 DISCHARGE AND SUSPENSION

A. The Board shall not discharge or suspend any School Bus Driver without just cause. The School Administration (Superintendent and/or Board Secretary/School Business Administrator) shall act in behalf of the Board of Education in cases that may result in suspension or discharge of a school bus driver. Administration shall, after an administrative hearing, have the authority to suspend a driver, if they feel the situation warrants, without pay to a date for a full hearing with Board of Education. The date of the Board Hearing shall not exceed fifteen (15) working days from the date of the Administrative suspension. The Administrative hearing will include, but not be limited to: The Driver, Shop Steward, Transportation Supervisor, Superintendent and/or Board Secretary/School Business Administrator. In all cases involving the discharge or suspension of a School Bus Driver, the Board must immediately notify the School Bus Driver in writing of his/her discharge or suspension and the reason therefore. Such written notice shall also be given to the job steward, and a copy mailed to the Local Union office within one (1) working day from the time of the discharge or suspension.

Discharge for just cause shall include, but not be limited to:

1. Calling or engaging in an unauthorized strike or walkout.
2. Drunkenness, drinking during working hours or being under the influence of liquor or drugs during working hours. At the request of the Board, a School Bus Driver shall be required to submit to a drunk-o-meter or similar tests. Refusal to do so shall be just cause for discharge.
3. Proven theft or dishonesty.
4. Unprovoked assault on any designated representative of the Board.
5. Carrying unauthorized passengers in the Board's vehicles.
6. Proven careless or reckless driving which results in a major preventable accident.

7. Refusal to provide transportation to a student who is eligible.
8. Failure to report an accident which results in bodily injury.
9. Repeated convictions of the motor vehicle code while operating or otherwise possessing the Board's vehicles.
10. Five (5) sick days over and above the ten (10) paid sick days provided in the contract, except that discharge shall not be imposed if the employee is entitled to additional leave due to sickness pursuant to the Family and Medical Leave Act or other provision of law.
11. Misrepresentation of a medical excuse or other excuse for sick days or personal time.
12. Misuse of Board vehicles or Board property.
13. Failure to possess or maintain a valid and appropriate student bus driver's license or endorsement for the transportation of student passengers.
14. Refusal of a proper assigned trip assignment.
15. Clocking another employee's time card in or out.

B. Any School Bus Driver discharged for whatever reason will be paid in full for all wages and benefits owed to him/her within five (5) days of discharge.

ARTICLE 9 GENERAL PROVISIONS

A. Defective Equipment and Safety Appliances

The Board shall not require School Bus Drivers to take out on the streets or highway any vehicles(s) that is (are) not safe or in good operating condition, or not equipped with safety appliances prescribed by law.

B. Court Appearances

When a School Bus Driver is required to report or appear in any Court, for the purpose of testifying not as a claimant or as a plaintiff, because of any accident he may have been involved in while driving a Board vehicle during working hours, such School Bus Driver shall be reimbursed in full by the Board for all regular runs earning opportunity

lost. The Board shall furnish said School Bus Driver with bail bond and legal counsel and shall pay in full for same.

C. Safety:

A Drop Box will be placed in a safe location for key drop off.

D. Pay Dates

Regular pay days for employees covered by this Agreement shall be established in accordance with Board practice for all other bargaining units.

ARTICLE 10 ACCESS TO PREMISES

Authorized agents of the Union shall have access to the Board's establishment during working hours, upon first reporting to the main office and obtaining permission, which permission shall not be unreasonably withheld, including the right to inspect and check out buses in transit, investigate working conditions, and inspect the Board's payroll records of the School Bus Drivers, for the purpose of determining whether or not the terms of this Agreement are being complied with.

The Board will make such records (and/or copy of) available for inspection within seven (7) days of the Union's request, and will provide a suitable bulletin board in a conspicuous place for posting of information of interest to the members of the Union.

Time Clock:

All drivers shall be required to punch in and out on a time clock provided by Board of Education and shall be paid accordingly. All drivers shall clock in no more than 15 minutes prior to their designated run.

ARTICLE 11 PROTECTION OF STANDARDS

The Board agrees that all conditions of employment and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement.

**ARTICLE 12
DUES CHECK-OFF
& REPRESENTATION FEE**

The Board agrees to deduct current regular periodic Union dues and initiation fees as certified by the Union from the pay of any School Bus Driver covered hereunder who has fully executed and furnished the Board with an authorization form.

Any employee covered by this Agreement who declines to join the Union or who has declined to furnish the Board with a dues deduction authorization form shall be required to pay to the Union a representation fee in lieu of dues. The Board shall deduct the appropriate representation fee, as established by the Union, from the payroll of all such covered employees and shall remit such fees to the Union.

The representation fee in lieu of dues payable by employees who are not members of the Union shall be in an amount equivalent to the Union's regular membership dues, initiation fees and assessments, less the cost of benefits available only to Union members, but in no event shall the representation fee exceed 85% of the Union's regular membership dues, fees and assessments.

Employees covered by this Agreement who pay a representation fee in lieu of dues shall be entitled, upon demand, to a refund of that part of the fee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the Union. Any portion of the representation fee not subject to refund pursuant to New Jersey Statutes 34:13A-5.5(c) shall not be refundable. Any demand for a refund of part of an employee's representation fee as established herein shall be presented to a neutral arbitrator, selected from a list of prospective arbitrators provided by the Public Employment Relations Commission, who shall hold a hearing and determine what portion, if any, of the representation fee must be refunded in accordance with New Jersey Statutes 34:13A-5.5 and 5.6. The cost of such arbitrator shall be borne by the Union. The decision of the arbitrator may be appealed by the employee requesting the refund to the Public Employment Relations Commission Appeal Board.

The Board agrees to forward to the Union at its offices at 4345 Frankford Avenue, Philadelphia, PA 19124, the amount of Union dues and initiation fees and/or representation fees in lieu of dues deducted not later than the tenth (10th) day of the month succeeding the deduction.

A list of those from whom deductions were made and the amount of such deductions will be furnished to the Union at the same time. The monies so deducted become the property of the Union immediately and the Board shall be deemed to hold such funds as trustless.

The Union agrees to indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or be in reason of,

action taken or not taken by the Board in compliance with provisions of this Article in reliance upon dues deducted authorization which has been furnished to it.

ARTICLE 13 JOB STEWARDS

Stewards shall be permitted reasonable time to investigate, present, and process grievances on the Board's property without loss of time or pay during his/her regular working hours, so long as this duty does not interfere with regularly assigned duties.

Stewards shall be granted super-seniority for purposes of lay-off only. Steward shall be granted one (1) day per year with compensation to attend union sponsored education and training seminar.

ARTICLE 14 TEMPORARY LEAVES OF ABSENCE

A. SICK LEAVE

The Board shall allow full-time 10-month employees covered by this Agreement ten (10) days per year for sick leave with full pay. Such days shall be accumulative. Full-time 10-month covered employees shall be required to present a Physician's Certificate after an absence of three (3) full consecutive work days because of illness. After (5) consecutive sick days the employee shall see the Board's Physician.

Full-time 10-month covered employees are to be given a written accounting of accumulated sick leave days no later than November 1 or each school year.

Upon retirement, any employee who has been employed in the district for a minimum of twenty (20) years prior to retirement, and has accumulated sick leave pursuant to NJSA 18A:30, shall be paid at the time of retirement such sum as shall be arrived at according to the following formula and conditions:

- (a) One third ($1/3^{\text{rd}}$) of the employee's daily salary, computed by taking one-two hundredths ($1/200^{\text{th}}$) of the employee's yearly salary, and shall be multiplied by the total amount of accumulated sick leave days accumulated by the employee. This amount subject to the conditions below shall represent the total sum to be paid upon retirement.

- (b) In order to receive payment under this policy, the retiring employee shall provide, no later than January 15 of the school year during which the employee intends to retire, notice to the Board of his intention to retire so that appropriate sums of money can be budgeted in the annual school budget. In the event the Board is not given adequate notice, the retiring employee shall not receive payment until the next annual budget.
Payments under this provision may be made within sixty (60) days of retirement or in tow (2) equal installments, at the employee's option,

the first payment during the first July after actual retirement, and the second payment six (6) months after actual retirement.

- (c) Under no circumstances shall any individual receive more than \$3,000.00 under this policy.

B. PERSONAL LEAVE/BEREAVEMENT LEAVE

- (1) A maximum of five (5) days shall be allowed with no loss of pay whenever employee is absent due to death of a member of his immediate family. Immediate family is defined to include husband, wife, brother, sister, son, daughter, parents, grand-children or spouse's parents.
- (2) Five (5) days shall mean five consecutive days, excluding Saturday and Sunday.

**ARTICLE 15
LEAVE OF ABSENCE**

The Board shall allow School Bus Drivers a Leave of Absence according to present Board policy for all its employees. Notwithstanding such policy, however, leaves shall be granted fairly and equitably and a legitimate leave request shall not unreasonably be denied.

**ARTICLE 16
INSURANCE BENEFITS**

- A. The Board shall pay the full cost for the base single medical insurance plan in effect for certified staff.
- B. Prescription Plan: The Board of Education shall provide single coverage Prescription Plan, \$5.00 co-pay.
- C. Dental Plan: The Board of Education shall provide single coverage with orthodontics coverage.
- D. All Drivers to receive eyeglass coverage. This will be the same program being offered in the rest of the district.

Employee may purchase additional levels of coverage at the group rate.

Benefits-New Hires (as of October 15, 1996)

New employees, hired as of October 15, 1996 shall only be eligible for any of the above health coverage if he/she regularly works more than twenty-five (25) hours per week.

ARTICLE 17 SENIORITY

A. Seniority for School Bus Drivers

This Agreement shall be defined as the period of employment with the Board in the work covered by this Agreement.

B. All new School Bus Drivers shall be hired in a thirty (30) calendar day trial basis and shall work under the provisions of this Agreement. The Board may not lay-off, discharge, or discipline for the purpose of evading this Agreement or discriminating against Union members.

After thirty (30) days trial period, new School Bus Drivers shall be placed on the seniority list as regular employees in accordance with their date of hire, which shall be construed as the first day of being placed on the payroll.

C. Preference shall be given to School Bus Drivers older in service and in order of their seniority to the work available.

D. All lay-offs shall take effect by seniority, the least senior employee being the first to be laid-off. To the extent that layoffs are necessitated by the elimination of runs or other assigned work, effected employees shall be permitted to bump a less-senior employee into a position for which the senior employee is qualified; such bumping shall continue until all effected employees are properly reassigned and the least-senior employee(s) are laid off.

E. In the event of recall, the most senior employees will be recalled first. Those employees who were displaced to other jobs will return to their former jobs as they become available.

F. Drivers laid off because of bus retirement shall maintain their seniority for extra-curricular assignments.

G. Drivers laid off because of bus retirement will receive top priority consideration when regular drivers are not available.

Posting of Seniority List

Within ten (10) days after signing of this Agreement and at least quarterly thereafter, a list of School Bus Drivers arranged in the order of their seniority shall be posted in a conspicuous place at their place of employment and a copy furnished to the Union. Claims for corrections to such seniority lists must be made to the Board and the Union within ten (10) days after posting, after such time the seniority lists will be regarded as being correct.

New Positions

New position shall be defined as bus runs or positions that are created by the administration after the start of the school year. Vacancies shall be defined as bus runs or

positions that become available because the incumbent employee resigns, retires, is transferred/promoted, or is terminated. Vacancies and new positions are not created by the extension of an existing bus run or package.

Vacancies and new positions shall be posted for five (5) days as they arise, and will be filled by transfers from within the bargaining unit based upon seniority or the individual(s) who apply. Any vacancy created by transfer of a current employee to fill a posting shall be filled from the available pool of drivers at the Board's discretion.

ARTICLE 18 TRIP ASSIGNMENTS

Section 1.

Seniority will be the rule used for any and all trip rosters and assignments. A rotation method will be used according to seniority rights of the regular School Bus Drivers on the list. It shall be the responsibility of the Bus Coordinator to provide for an alternate driver from the regular seniority list if he/she is unable to make the trip. School Bus Drivers shall accept trip assignments as given. Refusals for such trips will be dealt with as follows: (Note-personal business will not be considered a valid reason.)

First Refusal:

Employee will receive a verbal reprimand with a memo in his/her file.

Second Refusal:

Employee will receive a written reprimand with a copy in his/her file.

Third Refusal:

Employee will receive a suspension without pay from his/her regular driving duties for a two-week period.

Fourth Refusal:

Will be grounds for dismissal.

The aforementioned notations in the personnel file regarding missed or refused trips shall not exceed one (1) school year.

Section 2.

It shall be understood that the notice of trips will be posted on the bulletin board, and a notice to the School Bus Drivers of such trips shall be given within a reasonable time. School Bus Drivers who are called and arrive at his starting point shall be guaranteed two (2) hours time if for any reason the trip is canceled. When a scheduled trip is cancelled and the assigned driver was ready and available, that driver will be offered the next available trip.

Section 3.

It shall be the responsibility of the Transportation Supervisor to furnish a copy of the route when necessary for all School Bus Drivers who will be going on a trip. It will be the responsibility of the Transportation Supervisor to furnish any and all particulars pertaining to such trips.

It shall also be his responsibility to look into problems that the School Bus Driver may have encountered, such as the behavior of the students and the leaving of garbage and any unnecessary trash on the bus. It shall be the responsibility of the School Bus Driver to report these problems in writing to the Transportation Supervisor on a prescribed form furnished by the Board of Education.

Section 4:

When a trip requires more than one vehicle to travel to a function the vehicles shall travel in a caravan mode. The designation of the lead driver shall be the responsibility of the Transportation Supervisor.

Section 5:

Additional trips, both after-school and on weekends, shall be assigned and posted as per the current practice. If a driver is unable to take a trip assignment the Transportation Supervisor shall be notified immediately and the trip will be posted in a dated and time stamped format for other drivers to sign up for. Drivers shall have a twenty-four (24) hour period to place their name on the sign up list for the available trip. Based upon the seniority of the drivers indicating a willingness to take the available trip run, as the seniority rotations control, the Transportation Supervisor shall re-assign the trip within twenty-four (24) hours. All refusal provisions shall apply to the driver unable to accept the original and the re-assigned trip assignment.

Section 6:

Mid-Day Runs – The Pre-K mid day runs will be posted this year and going forward will be handled the same as a regular AM-PM run. The drivers will be awarded by seniority and will retain the run until they give it up. Pre-K runs will not be coupled with any other runs.

Section 7.

The Board shall advance to the driver sufficient funds to defray all reasonably foreseeable expenses associated with an assigned trip (e.g., tolls and parking). Drivers are required to promptly submit receipts for any and all expenses incurred, along with the balance of any funds advanced, and the Board shall promptly reimburse the driver for all documented expenses not already paid by the Board. Any driver who fails to submit proper documentation to support expenses incurred shall not be eligible for advances for expenses in the future.

**ARTICLE 19
MANAGEMENT RIGHTS**

The Board retains to itself all rights, responsibilities and authority conferred by law and those commonly associated with its level of direction and control. Nothing in this Agreement, except as specified, referred to or identified, shall be interpreted to subordinate, waive, preclude or deny the Board the right to conduct the business of the school in accordance with current or past practices, policies or procedures nor to perform its responsibilities as custodians of the property of the school system nor to exercise its judgment and decision action to the extent that such actions are not in contravention of the law.

**ARTICLE 20
COMPENSATION**

Rates of compensation for all employees covered by this Agreement are attached hereto and made a part hereof as Schedule "A".

**ARTICLE 21
DURATION OF AGREEMENT**

This Agreement shall be effective from September 1, 2005 and shall continue in effect until June 30, 2008 unless the Union and the Board mutually agree in writing to an extension of its duration.

**HAMMONTON
BOARD OF EDUCATION**

**TEAMSTERS LOCAL UNION
No. 929**

Date of Completed Signing: _____

**Schedule A
COMPENSATION**

REGULAR SCHEDULED RUNS:

Adjusted Salaries based on current earning level:

Effective September 1, 2005, all existing employees will receive an increase above their previous pay rate of \$ 0.60 per hour.

Effective September 1, 2006, all existing employees will receive an increase above their previous pay rate of \$ 0.65 per hour.

Effective September 1, 2007, all existing employees will receive an increase above their previous pay rate of \$ 0.75 per hour.

Starting Rate: Any employee initially hired after the commencement of this Agreement shall be paid a starting rate of \$13.00 per hour. Such employees shall not be eligible for any increase in pay until after the completion of six months of employment, and shall be eligible for all contractual increases scheduled to take effect thereafter.

Payment to be made based on Time Card Totals.

All runs will receive a minimum of one (1) hour's pay.

EXTRA-CURRICULAR TRIPS:

Minimum call rate of 1 ½ hours:

School Year 2005-2006	\$10.00 per hour
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School Year 2006-2007 (and thereafter)	\$11.00 per hour
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