



An Agreement Between the
TOWNSHIP OF OCEAN
BOARD OF EDUCATION
and the
TOWNSHIP OF OCEAN
BUS DRIVERS' ASSOCIATION

For the 2015-2016, 2016-2017, 2017-2018 School Years

INDEX

Article 1 Recognition	3
2 Negotiation Procedure	5
3 Grievance Procedure	6-7
4 District Rights.....	8
5 Association Rights.....	9
6 Definitions.....	10-11
7 Employee Evaluation	12
8 Sick Leave.....	13
9 Additional Leave	14
10 Catastrophic Illness/Injury Leave	15-16
11 Temporary/Extended Leave of Absence.....	16
12 Seniority	17
13 Discipline & Dismissal	18
14 Compensation.....	19-20-21-22
15 Fringe Benefits	23
16 Salary Deduction/Payment.....	24
17 Miscellaneous Provisions.....	25-26
18 Certification of Agreement.....	27

Article 1

RECOGNITION

- A. The Township of Ocean Board of Education (the Board) recognizes the Township of Ocean School Bus Drivers' Association (the Association) as the sole and exclusive representatives for collective negotiations concerning the terms and conditions of employment for all contractual school bus drivers.
- B. Specifically excluded from this agreement are the transportation supervisor, dispatcher, secretaries, mechanics, substitute drivers, and anyone else whose primary function is other than that of a contractual School Bus Driver.
- C. Unless otherwise indicated, the term "employee" when used hereafter in the agreement shall refer to all employees represented by the Association.

D. REPRESENTATION FEE

1. The Association shall on or before September 30, deliver to the Board a written statement containing the following:
 - a) 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-5.5*
 - b) A statement that the Association has established a "demand and return system" in accordance with the requirements of *N.J.S.A. 34:13A-5.6*.
 - c) 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%) of the regular membership dues, fees and assessments.
 - d) 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.
2. Beginning with the first full pay period in November the Board will commence deductions from salaries of such employees, in accordance with paragraph 3 below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.
3. **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.

- 7
- a) In November, or 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.
 4. 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.
 5. 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 article.

Article 2

NEGOTIATION PROCEDURE

- A. In accordance with State Law the parties agree to enter into negotiations in good faith effort to reach agreement concerning the terms and conditions of employment.
- B. Early May of the last year of this contract the Association shall meet with the Board or its representatives to present all demands and determine the date of commencing of negotiations by the representatives.
- C. During negotiations, Association representatives shall meet as requested for the purpose of clarification of financial details, contractual meaning and the matters affecting the bus drivers with Board representatives, Superintendent or the School Business Administrator.
- 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 Township of Ocean Board of Education, which are within the public domain.
- E. All meetings between the parties shall be regularly scheduled, whenever possible, to take place during the school year when the employees involved are free from assigned duties.
- F. The Board agrees not to negotiate with any employee organization other than the Association as the representative pursuant to State Law, for the duration of this Agreement.
- G. This Agreement incorporates the entire understanding of the parties on the 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 unless otherwise specified in this agreement.
- H. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the representatives 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

GRIEVANCES

A. PROCEDURE

1. A grievance shall mean a complaint by an employee or the School bus drivers' association that there has been a personal loss or inequity because of a violation, misinterpretation or misapplication of policy, agreement or administrative decision to the individual or the Association.
2. A grievance to be considered under this procedure must be initiated within thirty calendar days of its occurrence, within the knowledge of the aggrieved, but under no circumstances will a grievance be processed if six months have elapsed since its actual occurrence.
3. The purpose of the process is to secure equitable solutions to grievances at the lowest possible level. Both parties agree that these procedures shall be kept as informal and confidential as may be appropriate at any level of the procedure.
4. All grievances shall be processed as quickly as possible, and every effort will be made to expedite this procedure. However, time limits can be extended by mutual agreement of the parties involved.

B. PROCESS

1. Any employee or group of employees, who have a grievance shall discuss it first with the Transportation Supervisor, and attempt to resolve it informally. Then if the situation is not resolved, a formal written grievance will, within five work days, be submitted to the Transportation Supervisor, and the Supervisor has five work days for a written response to the grievance.
2. If, as a result of the discussion with the supervisor, the matter is not resolved to the satisfaction of all involved, then within five work days, the grievant shall set forth in writing to the Business Administrator, the following:
 - a) The nature of the grievance and injury, loss or inequity suffered.
 - b) The results of the attempt to settle the issue with the Supervisor.
 - c) Their dissatisfaction with decisions previously rendered.
3. The School Business Administrator shall notify the grievant, Superintendent, and Transportation Supervisor of a proposed meeting date. The parties, or their representatives, shall meet and attempt to resolve the issue. If there is still no satisfactory resolution, the Board of Education will be the final arbiter. However, and notwithstanding this, binding arbitration will be the final step following the board step in matters of discipline as set forth in N.J.S.A. 34:13A-29. The grievant, or their representative, may present their view to the Board.
4. All employees, administrators and/or the Board may have representatives or witnesses of their choice in attendance at all levels of the grievance procedure.

5. 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.
6. No reprisals of any kind shall be taken by the Board or any member of the Administration against any party in interest, any representative, any member of the Association or its committees, or any other participant in the grievance procedure by reason of such participation. Also, no reprisals of any kind shall be taken by an employee against any party in interest, any representative, any member of the Board of education or its committees, or any other participant in the grievance procedure by reason of such participation.

Article 4

DISTRICT RIGHTS

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations to do the following:
- 1) to direct employees of the school district
 - 2) to hire, promote, transfer, assign and retain employees in positions in the school district, and for just cause to suspend, to demote, discharge or take other disciplinary action against employee.
 - 3) to relieve employees from duty because of lack of work or for other legitimate reasons
 - 4) to maintain the efficiency of the school district operations entrusted to them
 - 5) to determine the methods, means and personnel by which such operations are to be conducted
 - 6) to take whatever actions might be necessary to carry out the mission of the school district in situations of emergency.
- B. Participation by any member of the association in a refusal to perform assigned duties shall be just cause for disciplinary action. Such action asserted by the Board or its Administration shall be proper subject matter for the grievance procedure as contained in Article 3.
- C. It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any right or powers granted by law.
- D. The District reserves the right to utilize all drivers for emergency situations that require safe and timely transportation of students. Situations covered by this right, include but are not limited to:
- 1) Assignment of beepers and pagers.
 - 2) Coverage of routes/trips not scheduled through Supervisor of transportation but necessary for school operations.

Article 5

ASSOCIATION RIGHTS

- A. The Association and its representatives shall be permitted to transact official business on school property at all reasonable times provided it does not interfere with normal school operations.
- B. The Association and its representatives shall have the right to use drivers' room for meetings provided that approval has been secured from the building supervisor and approval shall not be unreasonably withheld.
- C. The Association shall have a bulletin board in the drivers' lounge, placed in a mutually agreed upon location.
- D. State law will regulate the privatization of the entire transportation department function, and notification of any such changes shall be given to the drivers association ninety days before inception.
- E. Subject to legal restrictions upon the Board of Education, it is the intention of this Board of Education to refrain from entering into a subcontracting agreement which involves or affects the entire bargaining unit and the work performed by the employees covered by this agreement during the term of this agreement.

Article 6

DEFINITIONS

For reasons of this Agreement definitions are as follows:

A. Contractual Driver:

A driver employed to work regularly while schools are in session.

B. Hourly Contract Driver:

A driver paid hourly for assigned runs between the hours of 6:30 am and 4:00 pm and a minimum of 5 hours per day for full time positions.

C. Mini Bus Driver:

A driver assigned only to transport handicapped, classified, or vocational students on a regular basis, between the hours of 6:30 am and 4:00 pm, of the Ocean Township instruction year calendar.

D. Substitute Driver:

A driver hired on a per diem basis.

E. Work Year:

Shall be the Instructional Year as defined by Board Resolution for the Township of Ocean School District. It shall include any additional days required due to school closings above and beyond the defined contractual year.

F. Work Day:

A work day shall constitute the time in which he/she shall complete his/her assigned bus routes between 6:30 am and 9:00 am and routes between 1:30 pm and 4:00pm (excluding mini bus drivers and hourly contract drivers). This shall also include 15 minutes prior to and after normal driving time of the Ocean Township instructional calendar with the exception of scheduled changes, meetings/workshops, and emergencies. Any increase in bargaining unit work hours will be negotiated. Newly hired bus drivers will also have a mid-day or kindergarten route included in their schedule. As seniority increases he/she will discontinue these routes and will be available for field trip schedule.

- a) Any established run that must start between 6:00-6:30 am and/or conclude between 4:00-4:30 pm for hourly drivers will be paid in straight time. If the above should interfere with overtime trips, their last route will be covered. Administration will attempt to have runs begin at 6:30 am and conclude by 4:00 pm.
- b) In the event any hourly driver loses a portion of their run assignment, they shall have the right before the loss of compensation, to any run not assigned to a contract driver.

- c) When new additional runs become available, they shall be offered to the most senior hourly driver with the least amount of hours providing the driver can perform the run without conflict and efficiently.

The work week will not exceed a 35 hour week or a 7 hour work day for all drivers. Any hours worked over 35 hours per week and/or hours worked as detailed in Article 14 will be considered overtime.

Two new incoming contract drivers shall be added to the kindergarten run schedule for the purpose of stand-by availability. There will be a morning stand-by position from 6:30 a.m. to 11:15 a.m. and an afternoon stand-by position from 11:15 a.m. to 4:00 p.m. excluding an employee's regularly scheduled runs.

G. On Call:

Part of the driver's workday that is available due to cancellation of an assigned run or availability in their schedule. The time of the "on call" driver shall not exceed the amount of time allotted for the cancelled run or availability in the schedule. Coverage shall only exceed their assigned run time in an emergency situation. Any time exceeding their regular run will be paid overtime as outlined in Article 14.

H. Field Trips:

Field Trips shall be assigned to all eligible drivers starting with the least senior drivers, on up, on a rotating basis. Drivers will maintain their position on the list when trips are canceled. They will not have to make up trips when absent for two weeks or more. A tally sheet shall be continually posted as trips are completed. All field trips will be scheduled to return one hour before a driver's regular scheduled run. Field trips will be covered by a substitute when the assigned driver is absent on that day. The field trip list shall be posted on the Thursday before the trips are to occur.

All drivers will be compensated for field trips at their hourly rate.

Article 7

EMPLOYEE EVALUATION

- A. The Transportation Supervisor or other administrator shall conduct all monitoring and observation of the work performance of an employee openly and with the full knowledge of the employee. An evaluation shall be conducted at least once a year using an evaluation form developed by the District.
- B. Annually, upon two (2) school days' notice, an employee shall have the right to review the content of their personal file and to make copies of non-confidential file materials at their own 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 their 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.
- D. The elements/criteria for evaluation shall include, but not be limited to:
 - 1) Attendance
 - 2) Accidents
 - 3) Discipline Record
 - 4) External Driving Record
 - 5) Performance
 - 6) Working relationships with fellow employees
 - 7) Township of Ocean Bus Drivers' Handbook.

Article 8

SICK LEAVE

- A. Loss of a day's pay for absence other than stipulated in this agreement shall be computed as 1/190 of the annual salary.
- B. Each employee shall receive a written accounting of the accumulated sick leave days they have accrued no later than September 30 of each school year.
- C. All contract drivers are allowed ten days' leave annually for personal illness without loss of salary. Sick leave is defined as absence because of personal disability due to illness, injury or quarantine.
- D. Unused sick leave will accumulate with no maximum set on the number of days which may carry over from year to year except that no Driver may increase his/her accumulated leave by more than ten days in any school year except by the addition of unused personal days.
- E. An employee who retires after July 1, 2000 will receive \$40.00 per unused sick day, up to a maximum of 200 days. Filing for a "deferred retirement" with the pension plan does not qualify as retiring.

Article 9

ADDITIONAL LEAVE

A. PERSONAL

Ten-month contract drivers shall be allowed three personal days annually with full pay, to be used as whole days for personal business which cannot be accomplished at any other time. Requests for personal leave shall include an explanation of the purpose for the leave. No personal leave shall be granted immediately prior to or subsequent to a school holiday except in an emergency or in extenuating circumstances. The superintendent shall have sole discretion to grant a personal day for reasons other than in an emergency or in extenuating circumstances immediately prior to or subsequent to a school holiday.

Unused personal days will be converted to sick leave.

B. BEREAVEMENT

Employees shall be allowed bereavement leave according to the following schedules:

Five Days

Husband

Wife

Children

Father

Mother

Brother

Sister

Grandparents

Mother-in-law

Father-in-law

Son-in-law

Daughter-in-law

Any member of same household

Two Days

Sister-in law

Brother-in-law

Aunt

Uncle

First Cousin

Niece

Nephew

C. EDUCATIONAL LEAVE

Educational leave days will be granted by the Superintendent of Schools to employees when such leave will be a direct benefit to the employee and the school system. Educational leave will not count against an employee's emergency leave days.

Article 10

CATASTROPHIC ILLNESS/INJURY LEAVE PLAN

(Non-work Related)

Pursuant to N.J.S.A. 18A:30-10, the Board of Education and the Association have the authority to establish a sick leave bank plan for employees of the Board who have exhausted or will exhaust his/her accumulated sick leave as a result of a prolonged absence from work due to illness or injury and would be in a non-pay status. In furtherance of its authority, the Parties establish the following guidelines for the Sick/Personal Leave Bank Plan ("Bank"):

1. Only an employee who has exhausted or will exhaust his/her accumulated sick and personal leave as a result of a prolonged absence caused by a catastrophic illness or injury will be given consideration for use of the Bank. As part of its review, the Bank Committee will take into account the frequency of intermittent use of sick days over the course of employment by the employee in question. All determination made by the Committee regarding eligibility to use the Bank and/or the amount of days an employee is permitted to withdraw from the Bank shall not be subject to the grievance procedure.
2. A bank of days which can be used for extending leave with pay will be established to which employees may donate a sick and/or personal day to be used in the event that use of the Bank is authorized by the Committee. Use of Banked days must be for the employee's own personal illness.
3. An employee may contribute only one sick or one personal day to the bank of days. However, in a given case, the Committee may authorize and request that additional sick and/or personal days be donated.
4. The donation of sick and/or personal days by employees shall be made on a form developed by the Committee and distributed to employees at the following times:
 - a. Beginning of the year (Sept 1 - Sept 10)
 - b. Two weeks after the Board has granted extended leave to an employee

An employee with ten or more accumulated sick and/or personal days may donate to the sick/personal leave bank. All employee contributions shall be voluntary. Sick days from the annual allotment of ten (10) days may not be donated. Written notice must be given from the employee desiring to donate a minimum of one (1) day from accumulated sick and/or personal days during the above periods of time for a donation to be made. The contributed sick and/or personal days will be deducted from the employee's accumulated sick or personal leave totals, and shall not be refunded if unused by the end of the school year, instead remaining in the Bank until used.

5. An employee who is seeking additional paid leave under the Bank shall submit a written request therefore to the Superintendent of Schools, who will provide it to the Committee for decision pursuant to N.J.S.A. 18A:30-11. The request shall outline the nature of the medical problem, provide medical verification signed by a licensed physician and shall set forth the length of the leave requested. The Committee may require additional medical information and may require a medical evaluation by a physician of its own choice; such evaluation will be at the expense

of the Board.

6. Each request for the use of Banked days shall be limited to a maximum of three month worth of days. Nothing shall prohibit an employee from making requests for additional days, if necessary
7. The Committee will act on the request no later than the second regularly scheduled board meeting following receipt of the request.
8. The Committee shall receive a regular update on the status of the banked days, not less than every two month (excluding summer break).

Article 11 TEMPORARY/EXTENDED LEAVE OF ABSENCE

A. MILITARY LEAVE

Military leave shall be granted to regularly employed staff members and shall not break the employment continuity and the time of military service shall count toward accrued time in obtaining longevity. Military leave is covered in the statutes and the Board's proposal on this leave shall conform to the existing laws pertaining to military leave.

B. FAMILY LEAVE

Federal and state laws and Board policy will govern family leave.

C. LEAVE OF ABSENCE

Leaves of absence without pay may be granted at the discretion of the Board of Education.

Article 12

SENIORITY

- A. "Seniority" status is secured by length of service to employees covered by this contract to which certain rights, hereinafter are defined.
- B. The seniority list will be maintained by the Transportation Supervisor and will be kept current. The list will be posted in the drivers' room.
- C. An Ocean Township substitute driver accepting a contract shall have seniority status above a new hire contract driver, when offered a contract at the same time.
- D. Seniority will be used as a primary factor in the assignment of new buses, open runs, overtime, permanent overtime runs, mid-day or field trips, and any other positions recognized in Article 1. Hourly employees will be assigned runs before salaried employees on a seniority basis.
- E. In the event of a reduction in force, seniority will be the determining factor. Layoffs will be from junior drivers to senior drivers. New positions will be offered to the last driver laid off.

Article 13

DISCIPLINE & DISMISSAL

- A. No employee shall be discharged or suspended except for just cause.
- B. New 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 their immediate supervisor ninety-days (90) after the beginning of their 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 Supervisor
 - 2) Second offense: Written warning by the Supervisor.
 - 3) Third offense: Three days suspension without pay.
 - 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, while driving a district vehicle, as a first offense, will be treated as a second offense. Defensive Driver courses will be required.

Article 14

COMPENSATION

A. SALARY GUIDE

All new drivers will start on step one of the Hourly Salary Guide.

B (1). SALARIED CONTRACT DRIVERS

Step	Freeze on Step 2015-2016	Freeze on Step 2016-2017	Freeze on Step 2017-2018
15	31,245	32,295	33,395
16	31,905	32,955	34,055
17	32,565	33,615	34,715
18	33,225	34,275	35,375
19	33,885	34,935	36,035
20	34,545	35,595	36,695
21	35,205	36,255	37,335
22	35,865	36,915	38,015
23	36,525	37,575	38,675
24	37,185	38,235	39,335
25	37,845	38,895	39,995
26	38,505	39,555	40,655
27	39,165	40,215	41,315
28	39,825	40,875	41,975
29	40,485	41,535	42,635
30	41,145	42,195	43,295
31	41,805	42,855	43,955

B (2). HOURLY CONTRACT DRIVERS

Salary based upon regular assigned runs, pre and post trip inspection.

Step	Freeze on Step 2015-2016	Freeze on Step 2016-2017	Freeze on Step 2017-2018
A	21.79	22.75	23.76
1	22.65	23.61	24.62
2	23.64	24.60	25.61
3	24.64	25.60	26.61
4	25.42	26.38	27.39
5	26.68	27.64	28.65
6	27.78	28.74	29.75
7	28.10	29.06	30.07
8	28.47	29.43	30.44
9	28.84	29.80	30.81
10	29.21	30.17	31.18

C. OVERTIME

- 1) All overtime for all contract drivers will be from 4 PM on Weekdays and all times on Weekends, and Holidays, except summer activities completed from July 1 to August 31, at the rate of 1 ½ times the Driver's hourly rate.
- 2) All trips after 3:45 PM will be offered to Contract Drivers.
- 3) Minimum time for overtime trips is 2 hours, unless notified of cancellation before reporting to work.
- 4) For scheduled overnight trips, attempts will be made to accommodate a contract driver, if possible, who is unavailable, due to run schedule, to take an overtime trip, by covering their run. If this is not feasible they will be skipped and offered the next trip.
- 5) All trips before 3:45 pm will be offered to substitute drivers first.
- 6) All overtime for contract drivers will be paid at one and one-half times the base pay. Hourly rates are based on 6-hour day and 190 days per year.
- 7) Hours for Hillel (not rotated) overtime will be:
 - 4PM Run = 1 hour overtime
 - 4PM and 4:30 PM Runs = 1 ½ hours overtime
 - 5PM Hillel High School Run = 2 hours overtime
- 8) Intermediate Late Runs (not rotated) will be: 4:10 PM = 1 hour overtime
- 9) Library Late Runs (not rotated) will be: 5PM = 1 hour overtime
- 10) All overtime, except where noted otherwise, will be done on a seniority, rotating basis. Drivers will maintain their position on the list when runs are cancelled or driver is absent. The driver will be given the next available unassigned trip upon their return.
- 11) Hours for fixed (not rotated) overtime will be a minimum of one hour or actual time worked.
- 12) Times listed in this section will change proportionally if the Board approved school day hours of operation are shifted.
- 13) Any contract driver receiving permanent fixed overtime will not be eligible for the rotating overtime list.
- 14) A separate list will be maintained for straight time and covered fixed overtime.
- 15) A tally sheet shall continually be posted for overtime, both for trips and covered fixed runs.
- 16) All overtime will be submitted on the pink overtime sheet, and submitted to the office on the last day of each month.
- 17) Any driver on the rotating fixed list, who is unavailable at the time of the next run, will be skipped and placed at bottom of list.
- 18) All bus runs that need to be covered when Ocean Township Schools are closed, are to be covered on a voluntary basis by contract drivers first on a seniority basis and will be considered overtime at straight time rate.

D. ADDITIONAL COMPENSATION

Drivers of vans and mini buses will receive a \$700 stipend for transporting classified or handicapped special education students. This shall include all drivers who are currently receiving the stipend as long as they continue to drive a van or mini-bus run. Anyone hired after September 1, 2009 will not be entitled to the

above stipend. All employees hired prior to September 1, 2009 will be entitled to the \$700 stipend. Salaried drivers shall be compensated at their hourly rate for any extra runs provided for testing beyond five (5) per work year.

E. REIMBURSEMENT FOR LICENSE ENDORSEMENT COSTS

Drivers will be reimbursed for the cost of renewal of their "CDL with passenger" license endorsement when it is due as well as the cost for any and all endorsements required for the license and for fingerprints as required by law.

F. ADDITIONAL WORK DAYS

Drivers with split schedules (those with both Ocean Township and non-public, special education schools or vocational school runs) shall be paid for extra days as they occur. Non-public runs done when Ocean Township Schools are closed during the Ocean Township school year will be paid at straight time rate. Split schedule drivers shall be paid for days worked beyond the number of days in the defined work year. This pay will be at the driver's current hourly rate and there will be a minimum of two hours each for AM and PM runs. Summer work not related to split schedules, will be paid at the driver's hourly rate or the substitute rate, whichever is greater.

All drivers will work total # of days as per official calendar as defined in Article 6E (work year).

All drivers will be available to work and be on call as long as drivers' have not fulfilled their contractual hours for a full day during the Township of Ocean regular school calendar as per Article 6F (work day). Coverage shall not exceed their assigned run. Substitute drivers shall be used first and then contract drivers on call shall be used on a rotating basis.

G. NON-ASSIGNED RUNS COVERAGE:

Contract drivers covering a run between the hours of 6:00am and 4:00pm due to driver absenteeism from a run shall be compensated at the driver's hourly rate of pay. This coverage shall be on a voluntary basis rotating by seniority, with a minimum of 1 hour pay.

H. OVERTIME/FIELD TRIP PROCEDURES

In all cases of last minute or emergency assignments due to: weather, playoffs, administrative adjustments etc, discretion will be used in assigning overtime in rotation to best meet the needs of the students.

1. The Transportation Office will receive field trips and athletic requests by Thursday of each week, to be scheduled for the following week. (Week is defined as Monday thru Sunday.)
2. All field trips and overtime will be assigned in the order they are received by the Transportation Office.

- F -
3. There will be three (3) lists to be followed in assigning field trips and overtime. One field trip that list will include all drivers that do not have a mid-day run and two overtime lists. Both overtime lists will be voluntary and one will be utilized for overtime less than two (2) hours and the second list will be for overtime of over 2 hours.
 4. All assignments and cumulative lists (with tallies) will be posted on the bulletin board in the Transportation office.
 5. Drivers receiving permanent fixed overtime will not be eligible for either overtime list.
 6. All lists will be set up in seniority order and assigned on a rotating basis.
 7. Drivers will maintain their position on the list when trips are cancelled or if they are absent.
 8. Drivers will not have to make up trips when absent for two weeks or more.
 9. All field trips will be scheduled to return 1 hour before driver's regular scheduled run. i.e.: 1:00pm for High School Drivers and 1:30pm for drivers without a High School run.
 10. Field Trip assignments will be posted on Thursday the week before the trips are to occur. (Week being Monday-Sunday.)
 11. Overtime assignment will begin on Friday for the following week. (Week being Monday-Sunday.)
 12. Drivers will be contacted by radio or phone (if absent that day) by 9:00 a.m. Drivers will have until 1:30 p.m. to respond to the dispatch desk to accept or decline available overtime.
 13. Drivers contacted after 9:00 a.m. by radio or phone will have until 4:30 to respond to the dispatch desk to accept or decline available overtime.
 14. It is the driver's responsibility to be available, or respond, by phone and radio. Messages will be left on any phone numbers supplied by the driver.

A. HEALTH INSURANCE

During the term of this agreement the health benefits program for eligible bus drivers will be consistent with the health benefits program of other groups in the District. During the term of this agreement any cost to the employee for health benefits will be consistent with the cost of health benefits of other groups in the district.

If changes occur, all eligible employees shall sign for, and receive in writing a copy of changes when they occur.

The Board reserves the right to change the carrier for a comparable program from another provider when such a change is deemed necessary due to increased costs. If such a change occurs, the Board will meet with bus driver representatives to discuss said changes.

Only full time employees, who are covered by this contract, who work twenty-five (25) hours or more will be eligible for Health Benefits provided all contract drivers as of January 1, 2013 will have at least 5 hours.

Declined coverage: employees, who can substantiate alternate health coverage and wish to decline the district's health coverage, shall receive alternate compensation consistent with the annual amount paid to members of other groups. Payments will be added to the employee's regular paycheck. It will be prorated for personnel electing this option after July 1st of any particular fiscal year. Election will have to be made thirty days in advance.

A section 125 plan will be made available to all employees.

Article 16

SALARY DEDUCTION/PAYMENT

- A. The Board of Education shall agree to make authorized salary deductions for the following organizations in accordance with the Federal and State Law and for which deductions are currently being made at the present time:

- 1) First Financial Federal Credit Union (Mon-Oc Federal Credit Union)
- 2) Public Employees Retirement System - Pension Deductions
- 3) Public Employees Retirement System - Contributory Life Insurance
- 4) Public Employees Retirement System - Supplemental Annuity Program
- 5) Public Employees Retirement System - Tax Sheltered Annuity Program
- 6) Private Tax Sheltered Annuity Contracts (currently approved companies)
- 7) Section 125 deduction
- 8) Long Term Care Insurance
- 9) Health Care Contributions

Finally, all such deductions shall be made in compliance with Chapter 310, P.L. 1967 (N.J.S.A. 52:14-12.9e) and other rules established by the State Department of Education.

B. PAYMENT OF RUNS

- 1) Drivers shall be paid twice a month for all assigned work as of the opening day of school, as per the pay schedule.
- 2) All monies due drivers for extra work noted on the weekly voucher system will be paid according to the District's pay schedule.
- 3) A reasonable attempt will be made to reimburse drivers for legitimate petty cash expenditures within two working days of request.

Article 17

MISCELLANEOUS PROVISIONS

- A. Whenever any notice is required to be given to either of the parties to this agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
- 1) If by Association, to the Board at 163 Monmouth Road,
Oakhurst, New Jersey
 - 2) If by Board, to Association at the home of the lead representative who shall be required to keep his/her address on file with the Board Secretary.
- B. Copies of this Agreement shall be reproduced at the expense of the Board after agreement with the Association within thirty-days (30) after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed or considered for employment by the Board.
- C. All drivers may be required to attend professional meetings, but not more than twice a month to include all make up sessions and on-line trainings, unless an emergency exists as determined by the Superintendent. Such meetings shall be scheduled for mid-day unless an emergency exists as determined by the Superintendent. Hourly drivers will be compensated for all meetings. Salaried drivers are required to attend the annual driver orientation and on-line mandated trainings meetings without compensation, any meeting required beyond these meetings will be compensated. No meeting will exceed two hours unless an emergency exists as determined by the Superintendent.
- D. All drivers shall be entitled to a 30 minute lunch period during the hours normally used for lunch periods in the schools. Drivers on class trips shall be allowed time for lunch after the return from trips.
- E. Only medically trained people will be responsible to administer and/or monitor any medically necessary equipment and/or medications for any passengers.
- F. All drivers will recognize the vehicles are the property of the District and will not use them to transport any unauthorized personnel or goods at any time. School vehicles are only to be allowed substantially off route with the prior approval of the transportation supervisor.
- G. Substitutes:
- 1) (a) Rate of pay for substitute drivers with five years or less in the Township of Ocean School District.

2015-16 \$17.75 per hour – 24 hours maximum per week
2016-17 \$18.25 per hour – 24 hours maximum per week
2017-18 \$18.75 per hour – 24 hours maximum per week

(b) Rate of pay for substitute drivers with more than five years of longevity* in the Township of Ocean School District.

2015-16 \$18.25 per hour – 24 hours maximum per week

2016-17 \$18.75 per hour – 24 hours maximum per week

2017-18 \$19.25 per hour – 24 hours maximum per week

*One year of longevity is accumulated with a minimum of 90 work days in any one school year.

- 2) Substitute drivers have no guarantee that they will be selected to fill the next contracted driver opening.
- 3) Substitute drivers who are offered a contracted driver position are considered “new employees”.
Substitute drivers who are offered a contracted driver position will be placed on the first step of the Hourly Salary Guide.

- H. If available, on or before ten days prior to re-opening of schools, the transportation Supervisor will make available to the Association a list of the bus assignments and run assignments.
- I. Drivers are to be given one week to appeal in writing, their assignments. They will continue to drive the assignment until a decision is reached. Appeal shall be made to the Supervisor. A decision must be made within 30-days of the appeal date.
- J. The Supervisor of Transportation, or his/her designee, shall provide all new contract drivers with sufficient training for them to understand their duties and responsibilities as a Bus Driver. All new contract drivers will be provided a copy of the Association contract and a Bus Driver’s Handbook.
- K. During the contract year, bus drivers shall be given the right of first refusal on all extra work before outside contractors are utilized when practical.

Article 18

CERTIFICATION OF AGREEMENT

A. This agreement shall be effective as of July 1, 2015 and shall continue in effect until June 30, 2018. 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 representatives and their corporate seals to be placed hereon, all on the day and year first above written.

FOR THE ASSOCIATION:

ATTESTED:

By: Michelle Piscopo
Michelle Piscopo

ATTESTED:

By: Robert L. Paglia
Robert Paglia

ATTESTED:

By: Anna Tesaro
Anna Tesaro

FOR THE BOARD OF EDUCATION:

ATTESTED:

By: Joseph Hadden
Joseph Hadden, Board President

ATTESTED:

By: Sean Moore
Sean Moore, Negotiations Committee Chairperson

ATTESTED:

By: Kenneth Jannarone
Kenneth Jannarone, School Business Administrator