

Agreement
between the
Board of Education
of the
Toms River Regional Schools
and the
Toms River School
Transportation Association

July 1, 2021 – June 30, 2026

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ARTICLE 1 – RECOGNITION

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

Regular Bus Drivers “1”
Regular Bus Drivers “2”
Mini Bus Driver “1”
Mini Bus Driver “2”
Permanent Relief Drivers
Driver Trainers
School Bus Attendants
Mechanics
Mechanics Helpers/Tire person/Fuel Attendant
Garage Attendant

but excluding:

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

B. Unless otherwise defined, the term “Drivers” when used hereinafter in this Agreement shall refer to all employees represented by the Association in the Negotiation Unit.

ARTICLE 2 - NEGOTIATION PROCEDURE

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

B. On or before October 1st of the contract’s expiration year, the Association shall meet with the Board or its representative to present all demands and to establish procedural ground rules for negotiations.

C. During the interim period between the date of submission of the demands and the date of commencing of negotiations by the representatives, Association representatives shall meet as requested for the purpose of clarification of financial details, contractual meaning

and matters affecting the transportation with Board representatives, Superintendent or the Business Manager, as is necessary.

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

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

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

G. This Agreement incorporates the entire understanding of the parties on matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

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

I. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3 - GRIEVANCE PROCEDURE

A. Definition:

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

2. A “grieved” is the person or persons making the claim.

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

B. Procedure:

1. a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.

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

c. If the grievance deals with a misassignment of work, the first step remedy will be to correct the misassignment as soon as possible by reassigning the grieved party to the work they should have been assigned to; or if that is not possible, to the next available assignment on the appropriate work assignment list. The driver will not be paid less than the value of the work they should have been assigned to originally.
2. The Association may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
3. Any employee who has a grievance shall discuss it first with the Supervisor in an attempt to resolve the matter informally at that level.
4. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, they shall set forth their grievance in writing to the Assistant Superintendent specifying:
 - a. The nature of the grievance
 - b. The nature and extent of the injury, loss or inconvenience
 - c. The results of previous discussions
 - d. Their dissatisfaction with decisions previously rendered.

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

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

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

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

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

- a. Any matter for which a method of review is prescribed by law or any rule or regulation of the Commissioner of Education or State Statute or regulation such as, but not limited to, questions on tenure, increment denial or suspension.
- b. Any matter which, according to law, is either beyond the scope of Board authority or limited to action by the Board alone, except as limited by Chapter 123, Public Law 1974.
- c. A complaint by an employee occasioned by the withholding of a salary increase or increment.

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

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

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

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

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

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

c. Rights of employees to representation:

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

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

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

d. The parties shall be responsible for all costs incurred by each, and only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one half (½).

ARTICLE 4 - EMPLOYEES RIGHTS

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

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

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

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

E. Bus audio/video recordings shall be pulled for the sole purpose of student management issues and for a valid reason.

ARTICLE 5 - ASSOCIATION RIGHTS AND PRIVILEGES

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

B. Whenever any representatives of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, or grievance

procedure, they shall suffer no loss in pay. However, the Association shall pay one-half (½) the cost of substitutes.

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

ARTICLE 6 - SCHOOL CALENDAR

A. The work year for drivers and bus attendants shall be every day that school is in session, (up to 185 days), as per the approved official calendars.

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

C. Mechanics, Mechanics Helpers/Fuel Attendant/Tire person/ Garage Attendants employed full time (12 months) will be granted fifteen (15) paid holidays per year. The days to be considered paid holidays will be negotiated with the Association prior to July 1st of each year.

D. Full Time Mechanics, Mechanics Helpers/Tire person/Fuel Attendant/Garage Attendant with one (1) year of service shall be granted two (2) weeks vacation with pay. Those with six (6) years of service shall be granted three (3) weeks vacation with pay. Those with fourteen (14) years of service shall be granted four (4) weeks vacation with pay.

E. When Toms River Regional Schools are not in session up to four (4) twelve month employees may take vacation in accordance with seniority. At any one time when school is in session, two (2) twelve month employees may take vacation in accordance with seniority. This provision excludes garage attendants, who can take vacation at any time with approval of the Supervisor. Any additional requests will be taken on a case by case basis.

F. The length of the workday for Mechanics, Mechanics Helpers/Tire person/Fuel Attendant/Garage Attendant shall be eight (8) hours plus thirty (30) minutes for lunch.

G. At no additional remuneration, all drivers, attendants and mechanics may be required to attend up to fifteen (15) hours of non-consecutive in-services per year on days that school is closed to pupils or after regular hours on days when school is in session.

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

I. Beginning July 1, 2017, the Board shall pay all costs associated with obtaining and maintaining ASE School Bus Certification for vehicle maintenance floor supervisors. Current vehicle maintenance floor supervisors shall have up to one year to obtain their ASE School Bus Certification. The Board shall pay the cost up to two times for the ASE School Bus Certification test if a vehicle maintenance floor supervisor fails to pass the initial certification test. In the event that a vehicle maintenance floor supervisor does not obtain the ASE School Bus Certification after two attempts, they shall not be removed from their position; however they shall continue attempting to obtain the certification at their own cost.

ARTICLE 7 - SALARIES

A. The salaries of all drivers covered by this Agreement are based on eight (8) hours and set forth in "TRSTA Bus Drivers' Salary Guide" which is attached hereto and made a part of this Agreement. Part time drivers will be paid for the hours actually worked.

B. The salaries of all Mechanics, Mechanic Helpers/Tire person/Fuel Attendant/Garage Attendant covered by this agreement are set forth in "Vehicle Maintenance Salary Guide" and Bus Attendants as set forth in "Bus Attendant Salary Guide" which are attached hereto and made a part of this Agreement.

C. 1. All employees shall be paid every two (2) weeks.

The district maintains the right to pay all employees via direct deposit in accordance with new Jersey State Law. Employees shall be given a 90 day notice prior to the start of deductions.

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

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

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

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

ARTICLE 8 - EMPLOYEE EVALUATION

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

B. Once a year, upon two (2) school days' notice, an employee shall have the right to review the content of their personnel file and to make reproduction of non-confidential file materials at their 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.

ARTICLE 9 - PROTECTION OF THE EMPLOYEES, STUDENTS AND PROPERTY.

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

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

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

C. Pursuant to the Statutes of the State of New Jersey, Title 18A:16-6, whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any Board of Education, for any act or omission arising out of and in the course of the performance of the duties of such office or position, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless or protect such persons from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

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

E. Employees shall immediately report cases verbally of the assault suffered by them in connection with their employment to the Transportation Supervisor. Followed by completion of appropriate forms.

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

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

ARTICLE 10 - INSURANCE PROTECTION

A. As of the beginning of the July 1, 1994 school year, the Board, after agreement with the Association regarding appropriate insurance carriers, shall provide the health care insurance protection designated below.

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

2. All employees enrolled in the Traditional plan, shall be enrolled in the District's PPOA or PPOB as of July 1, 2014. Employees currently in the PPOB may have the choice to remain in that plan. All employees shall be enrolled in the Prescription plan which mirrors the SEHBP Direct 10, effective as of July 1, 2014. Effective July 1, 2004, and after thirty (30) days of service, all new employees with a contract of thirty (30) or more hours per week will have PPOA medical coverage up to Family PPOA, with the option of purchasing other benefits offered to other employees of the Board of Education. On reaching the third anniversary of their contracted service, the employee will have dental, vision and prescription added to their type of medical coverage and shall have the option of either PPOA or PPOB. Effective July 1, 2022, new drivers that possess their CDL with S & P endorsements shall be entitled to receive medical coverage, prescription coverage, dental HMO coverage, and vision coverage with no wait period. Effective July 1, 2022 drivers that do not possess their CDL with S & P endorsements shall also be eligible for medical coverage without a 30-day waiting period and once they obtain their CDL with S & P endorsements are eligible immediately for prescription coverage, dental HMO coverage, and vision coverage.

B. As of the beginning of July 1, 1997 school year, the Board shall provide the health care insurance protection designated below:

1. Provision of the health-care program shall be detailed in master policies (#0588692-01/Group Medical Expense Insurance, and #0588692-03/Group Dental Insurance) in accordance with the rules of the carrier, as agreed upon by the Board and the Association and shall include:

- a. Eligibility - Effective Date
- b. Important Information About Your Medical Plan
- c. Health Maintenance Organization

- d. Hospital Benefits
- e. Skilled Nursing Facility Benefits
- f. Surgical Benefits
- g. Second Opinion Surgical Benefits
- h. Anesthesia Benefits
- i. Assistant Surgeon Benefits
- j. Doctor's Attendance Benefits
- k. Laboratory and X-Ray Benefits
- l. Radiotherapy Benefits
- m. Prescription Drug Benefits
- n. Emergency Accident Benefits
- o. Major Medical Benefits
- p. Medical Conversion Privilege
- q. General Limitations
- r. Medicare Eligibles
- s. Coordination of Benefits
- t. Payment of Benefits
- u. Termination of Insurance
- v. Benefit Extension
- w. Accident and Health Provisions.

2. Prescription Plan

- a. Generic - \$3.00
- b. Brand Name - \$10.00
- c. Mail Order – Generic: \$5.00, Brand \$15.00
- d. Filled through the Partnership Health Center - \$0.00

3. Dental Plan - no deductible

4. Optical - Family Plan, \$10.00 co-pay to cover annual costs of eye examinations, lenses, and frames.

5. Effective July 1, 2011, the Board's contribution towards chiropractic care shall be capped at \$5,000 per covered individual per year, and effective July 1, 2012, the Board's contribution towards chiropractic care shall be capped at \$4,000 per covered individual per year. Effective July 1, 2017, the Board's contribution towards acupuncture shall be capped at \$4,000 per covered individual per year.

6. Annual deductibles for all employees will be \$200 for Single Coverage and \$400 for Family coverage, effective January 1, 1995.

The Toms River Board of Education and the Association agree that the Board has the latitude to investigate and implement alternate carriers for prescription drugs, dental and

major medical insurance carriers provided that all benefits and acceptability remain equal or better.

C. The Board and the Association shall provide to each employee a description of the health care insurance coverage provided under this Article no later than July 1, 2014. It shall include a clear description of conditions and limits of coverage as listed above.

D. Any employee on an “off payroll” status will be billed for medical coverage on a per diem basis except in circumstances specifically mandated by the applicable Family Leave Act as requiring employer contribution.

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

F. The provisions of this Article shall not apply to any employee with less than thirty (30) contracted hours per week, subject to the provisions of Article 17, paragraph F-1.

G. Effective July 1, 2014, a TRSTA member wishing to opt-out of Board provided health insurance coverage (where entitled to health insurance coverage), and showing proof of alternative coverage available to him or her, shall be entitled to annual payment in the amount of \$2,500, pro-rated if appropriate based upon the percentage of the July 1 – June 30 year for which the member is opting out. This opt-out payment will only be available if the result of the opt-out is that the Board is not providing any health insurance coverage, treatment or services for the member’s immediate family. If a member’s spouse or civil union partner is employed in the district and is eligible for health benefits, only the employee with the lower salary may opt out, and the employee will not receive any annual payment but they will also not be subject to the contribution provision of Chapter 78.

In the event the district changes health insurance carriers and is no longer self insured, both parties agree to negotiate the terms of an opt-out program for all members.

H. For the period July 1, 2017 to June 30, 2018, the members of the association will be required to contribute to their health insurance at the percentages dictated by Chapter 78. Effective July 1, 2018, the premium payment shall be set forth by the following chart:

Salary Range	Single	Parent/Child Employee/Spouse	Family
0-29,999	4.0%	3.0%	2.0%
30,000-49,999	8.0%	6.0%	5.0%
50,000-59,999	20.0%	16.0%	12.0%
60,000-69,999	27.0%	22.0%	17.0%

70,000-79,999	30.0%	26.0%	23.0%
80,000-89,999	33.0%	28.0%	25.0%
90,000+	33.0%	28.0%	27.0%

ARTICLE 11 - RIGHTS OF THE BOARD

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

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

ARTICLE 12 - PERSONAL FREEDOM

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

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

ARTICLE 13 - SICK LEAVE

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

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

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

D. Any regular employee that has any accumulated sick days, will be paid in lieu of accumulated sick leave, upon retirement, as follows:

1. With 10 years in district or achievement of retirement, the employee shall be compensated for their accumulated sick leave at a rate of 100% for each full day, with a maximum dollar amount of fifteen thousand dollars (\$15,000.00).
2. Should an employee die while in active service, the Board will pay the employee's estate for any unused sick leave up to one hundred (100) days with a maximum dollar amount of fifteen thousand dollars (\$15,000.00).

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

F. Employees who do not use any sick leave or personal leave for the first ninety (90) days of school shall receive a stipend of two hundred fifty (\$250) dollars on the next available pay period. In addition, employees who do not use any sick leave or personal leave for the remaining ninety (90) days shall receive a stipend of two hundred fifty (\$250) dollars on the next available pay period.

ARTICLE 14 - TEMPORARY LEAVE OF ABSENCE

A. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year (personal leave is subject to advance notice and approval secured from the Superintendent):

1. All employees are entitled to three (3) days personal leave. No more than four (4) employees may be on personal leave on any one given day. Personal Leave may be taken for a full (1) day or half (1/2) day.

EMPLOYEES TAKING A ½ DAY IN THE A.M. MUST:

- * Complete afternoon assignments
- * Perform all Midday KP and PP runs into school.
- * Perform all Out of District and Local Shuttles with a departure time later

than 12:00 P.M.

EMPLOYEES TAKING A ½ DAY IN THE P.M. MUST:

- * Complete morning assignments.
- * Perform all Midday KA and PA runs home.
- * Perform all Out of District and Local Shuttles with a departure time no later than 12:00 P.M.

Such leave will be granted without reasons being given. Unused personal leave will be added to accumulated sick leave.

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

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

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

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

In the event of delayed services, bereavement days can be deferred up to one year from date of death. Validation of relative and date of service shall be required. Approval shall be at the discretion of the Superintendent.

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

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

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

6. Members subpoenaed for jury service shall be reimbursed for the difference in pay.

7. If at any time during a term of jury service an employee is not required to report to the court, they must report to work.

ARTICLE 15 - EXTENDED LEAVE OF ABSENCE

A. The Association and the Board will abide by the law regarding employee disability occurring by reason of pregnancy.

B. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family, spouse, child or parent. Additional leave may be granted at the discretion of the Board.

C. Any employee on a leave of absence granted under the provision of "A" or "B" of this Article must notify the Superintendent no later than April 1st as to whether they intend to return to their position the following September.

D. Upon return from leave granted pursuant to any section of this Article, an employee shall be placed on the salary schedule at the same level occupied at the time they left.

E. All benefits to which an employee was entitled at the time their leave of absence commenced, including unused accumulated sick leave, shall be restored to them upon their return. However, their position on the seniority list will reflect their one (1) year absence.

F. An employee given a medical leave of absence by the Board shall continue on the Board's insurance and medical policies provided:

1. Said employee must return to work no later than one (1) year from the time accumulated sick leave has been depleted.

2. The premium for three (3) months shall be paid in advance by the employee on leave and shall continue to be paid three (3) months in advance during the approved leave of absence.

3. If the employee fails to pay in advance in accordance with Paragraph one above, a thirty (30) day grace period shall be allowed and if the three (3) months payment is not made within this period, coverage shall lapse

ARTICLE 16 - GLOSSARY

A. Regular Driver:

1. A driver employed to work regularly while school is in session and is contracted for eight (8) hours of work per day.
2. A driver employed to work regularly while school is in session and is contracted for less than eight (8) hours of work per day.

B. Mini-Bus Driver:

1. A driver contracted to drive special education routes while school is in session and is contracted for eight (8) hours of work per day.
2. A driver contracted to drive special education routes while school is in session and is contracted for less than eight hours of work per day.

C. Permanent Relief Driver :

1. A driver contracted to substitute for a driver who is absent. They may also be assigned to trip work on a shift that starts no later than 2:00 P.M. with a maximum of eight consecutive hours on trip assignment. If the P/R driver is assigned to trip work, their shift and assignment will not change within the same workweek.

D. School Bus Attendants:

1. An attendant contracted to assist the bus driver when school is in session, for eight (8) hours of work per day.
2. An attendant contracted to assist the bus driver when school is in session, for less than eight (8) hours of work per day.

E. In A thru D above, Article 17 Seniority, Section D, shall govern in the selection of runs.

F. Substitute driver: a driver hired on a per diem basis.

G. Extra Curricular Trips: Athletic and Educational Trips.

H. Any work being done by a substitute driver that will continue through the end of the school year, will be reassigned to a contracted driver within thirty (30) days.

ARTICLE 17 - SENIORITY

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

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

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

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

1. Packages shall be made so that eight (8) hours are as consecutive as possible. In the event that packages of less than eight (8) hours are developed, the drivers will be paid at the hourly rate for the actual hours worked.

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

F. Any anticipated or planned reduction in force shall not be implemented or take effect without sixty (60) days prior notice to the Association. Any lay-offs shall be in accordance with seniority. In the event that a vacancy occurs in the classification of their last appointment within one (1) year from the date of the employees layoff, a laid off employee shall be entitled to recall thereto in the order of their seniority.

1. Any employee who received paid health benefits based on a previous assignment and is forced to an assignment of less than thirty (30) contracted hours per week, will retain their paid health benefits.

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

H. Seniority lists for ten (10) month employees and summer program employees, effective the summer of 1985, will be identified and maintained by the Transportation Supervisor. A copy of each of these lists will be given to the Association by October 1, February 1 and June 1 of each year.

I. There will be no “bumping” of less senior employees from their contracted work unless the senior employee has regular contracted work that ends after 4:30 p.m. Bumping will normally be permitted only twice a year - November 1 and February 1. Bumping will be permitted at all times for senior eight-hour drivers that wish to move off of a “five-hours (or less) of actual work” assignment to a package with more daily “actual” hours to avoid the 15-hour window. Bumping will also be permitted at all times for a senior “#2” driver or attendant that seeks a monetary gain.

J. A contracted employee must be hired before February 1st to receive credit for that year’s service on the salary guide.

ARTICLE 18 - AVAILABILITY LIST

A. Packages will be assigned on the basis of seniority. Hardship cases will be considered, but no consideration will be given to the requirements of a second job when runs are assigned.

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

B. Any regular employee who is not to be re-employed for the next school year must be notified prior to June 1st.

C. No driver will be assigned more than eight hours of regular daily work until all drivers have eight (8) hours of actual daily work.

D. If any eight (8) hour employee is absent for more than five (5) consecutive work days, employees with less than eight hours of contracted work may exercise their seniority rights to temporarily bump up to this position until the regular driver returns to work.

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

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

G. Any new or extruded work will be placed in the most senior eight hour driver’s package in which it “fits”and is desired. If no eight hour driver desires this work, it will be placed in the least senior eight hour driver’s package that it “fits”. If this work will not fit

into any existing eight hour package, it will be placed in the most senior driver's package that is less than eight hours, resulting in a monetary gain.

H. Drivers will be scheduled by seniority to pick their packages in the summer.

I. Regular drivers will have a maximum of fifteen (15) minutes to select their package components. Mini bus drivers will have thirty (30) minutes to select their package. Anyone exceeding this time allotment will immediately have their selection completed by the Association representative present.

J. If a driver and aide are assigned to a school run that does not conform to the Toms River calendar, they will be required to work on the days that the other school is open when Toms River is closed. They will be remunerated a minimum of four (4) hours per day at their summer hourly rate.

K. Contracted bus attendants will be scheduled by seniority to pick their mini bus driver and will have fifteen (15) minutes to review available mini bus drivers and packages.

ARTICLE 19 - EXTRA CURRICULAR TRIPS

A. Extra curricular trips will be assigned from seven (7) availability lists:

1. Trips occurring during school hours. (Day)

2. Trips occurring after school hours. (Night)

3. Trips occurring on weekends and isolated holidays. (Weekend)

4. Trips occurring on three (3) day or longer holidays will be assigned from special pre-posted sign-up list. (Holiday)

5. Trips that are in town but conflict with the regular schedule and can be split between two (2) drivers. (Split)

6. Trips occurring during the school day that conflict with regular runs but result in three (3) or more hours additional pay with a non-city destination. (Switch regular) This applies to drivers who are contracted for less than eight (8) hours per day only.

7. Trips occurring during the school day that conflict with regular runs but result in three (3) or more hours additional pay with a city (New York, Philadelphia or Trenton only) destination. (Switch city) This applies to drivers who are contracted for less than eight hours per day only.

8. Any driver not previously on the trip lists, may request to have their name placed on the lists by memo five (5) days in advance.

9. Drivers must notify the trip coordinator in writing of their initial day and night trip availability as well as any changes in this availability.

B. All seven (7) trip mark-up lists will be maintained in the driver's room.

C. On the weekend list, if more than one (1) trip is going out, the senior eligible driver will have their choice of selecting a Saturday or Sunday trip. The senior eligible driver must exercise this right the day before assignments.

D. Miscellaneous Trip Rules:

1. Failure to take an assigned trip will result in a loss of turn.

2. Three (3) refusals will result in being dropped from the list for the remainder of the school year.

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

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

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

6. If a driver is absent on a Friday, they lose the trip assigned for Friday, Saturday and/or Sunday.

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

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

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

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

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

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

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

E. In the event a driver reports for work and the trip is cancelled on the scheduled day and the driver is sent home, the driver shall receive two (2) hours pay and not be charged with the trip. They must turn in their trip sheet marked "reported for work-trip cancelled". The trip sheet will be posted and returned to the driver for attachment to their voucher. If the trip is cancelled before the driver reports for trip duty, the driver will not receive cancellation pay, but will be reassigned to the next available trip providing they return the trip sheet to the trip coordinator marked "CANCELLED".

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

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

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

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

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

K. A driver will not be allowed to take a switch trip unless it results in three (3) or more additional daily hours pay. This will only apply to drivers with less than eight (8) hours of contracted work.

L. A weekend trip becomes an “Emergency Trip” on the Friday preceding the trip at 1:30 p.m.

M. All night trips will pay a minimum of two (2) hours at the trip stipend rate. All weekend and holiday work for drivers will pay a minimum of four (4) hours at the trip stipend rate.

N. Drivers will not be charged for refusing trips in order to attend to association business. This includes events held by NJEA, OCCEA and TRSTA, except for General Membership Meetings. A driver refusing such a trip will be treated as if their trip was cancelled and will go to the top of that type of trip list for their next assignment.

ARTICLE 20 - PAYMENT OF RUNS

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

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

C. Summer runs will pay a minimum of four (4) hours per day. Starting with the summer of 2017, the summer rate of pay will be the same as the trip rate of the preceding school year. For the summer of 2017, the drivers rate will be \$24.00 per hour. For the summer of 2017, the aide’s rate will be \$18.75 per hour. For the summer of 2018 and beyond, see summer rates and trip rates schedule in the salary guide section.

D. Driver and Bus Attendant Trainers will be paid at the trip rate during the school year and the summer rate during the summer.

E. All drivers shall be allotted three (3) hours of in-service time (see Article 6, section G) to complete their turn for turns (TFTs). Drivers that go beyond the three hours shall voucher their additional time. A reasonable and standard process for completing TFTs shall be mutually agreed upon between the District and the TRSTA.

ARTICLE 21 – MINI BUS DRIVERS/BUS ATTENDANTS

A. Remuneration for mini-bus drivers “A” will be based on eight hours worked within an eleven (11) hour sequence as per salary schedule “A”. Mini-Bus drivers “B” will be paid at their rate based on the actual number of hours worked.

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

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

B. Remuneration for bus attendants will be based on the hours worked as per salary Schedule "E". They will be assigned the runs that will pay the maximum amount of money, based on seniority.

1. If a bus attendant chooses to upgrade to a bus driver, they will be placed on the salary guide at the level consistent with their department seniority.

C. Mini Bus Drivers are responsible for transporting their attendant assigned to their bus to and from the compound.

ARTICLE 22 - MEDICAL EXAMINATIONS

A. Any medical examinations required for issuance or renewal of the members' "special bus driver and school bus driver license" are the responsibility of the member and may be performed at The Partnership Health Center as an option to the member. This applies to TRSTA members only.

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

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

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

ARTICLE 23 – OVERTIME

A. If an employee is required to attend a parent, supervisor or principal conference after regular runs (9:30 A.M.), the employee shall be reimbursed on the basis of the existing hourly scale.

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

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

1. The first eight (8) hours of any workday will be paid at the regular rate. Any hours worked in excess of eight (8) hours will be paid at overtime rate.
2. No Vehicle Maintenance employee shall be penalized from overtime if sick time or personal time is used the day before overtime would occur, except Friday P.M. or the day before a holiday. It will be the responsibility of the member to call into the Mechanic Floor Supervisor by 3 P.M. to request availability of overtime.

D. All other employees, who work over forty (40) hours in any one week, will be paid at the overtime rate for those hours in excess of forty (40). Overtime will be compensated at the rate of one and one-half (1 ½) times the hourly rate. Overtime will be paid for any Trip Work done by 15-hour window drivers when their trip work combined with their regular work exceeds 8 hours of actual work during a regular school day. Eleven (11) hour window drivers will be compensated for their trip work at the negotiated stipend rate. See Section G for payment clarification.

E. Contracted Drivers who have more than five (5) hours of actual daily contracted work will have an eleven hour “window” for their daily hours of 6:00 a.m. to 5:00 p.m.

F. Contracted Drivers who have five (5) or less hours of actual daily contracted work (and no midday work) will have a fifteen hour “window” for their daily hours of 6:00 a.m. to 9:00 p.m.

G. Contracted Drivers will voucher for additional pay if they perform work outside their window or they exceed eight (8) hours of actual work in a day. Any extra hours worked in excess of a driver’s 6.5 or 8 hour daily schedule shall be paid at the negotiated trip rate, unless the extra work is for regular or special education runs, in which case the extra work shall be paid at the driver’s hourly rate (and time plus one half for hours over 40 per week.)

H. Permanent Relief Drivers may have eight (8) consecutive hour shifts that start as late as 2:00 p.m. Starting times will not change within the same work week.

I. Morning and afternoon hours will run consecutively from the first to the last run. Midday hours will be based on the actual work assigned.

ARTICLE 23.1 –“Four Tier Option” OVERTIME

- A. If an employee is required to attend a parent, supervisor or principal conference after regular runs (9:30 A.M.), the employee shall be reimbursed on the basis of the existing hourly scale.
- B. In the event an emergency prevents an employee from returning to the garage at the normal time, they shall be reimbursed at the existing hourly rate for the time spent on the road.
- C. Mechanics, Mechanics Helpers/Tire person/Fuel Attendant/Garage Attendant will be entitled to overtime as follows:
1. The first eight (8) hours of any workday will be paid at the regular rate. Any hours worked in excess of eight (8) hours will be paid at overtime rate.
- D. All other employees, who work over forty five (45) hours in any one week, will be paid at the overtime rate for those hours in excess of forty five (45). Overtime will be compensated at the rate of one and one-half (1 ½) times the hourly rate. Overtime will be paid for any Trip Work done by 15-hour window drivers when their trip work combined with their regular work exceeds 9 hours of actual work during a regular school day. Twelve (12) hour window drivers will be compensated for their trip work at the negotiated rate.
- E. Contracted Drivers who have more than five (5) hours of actual daily contracted work will have a twelve-hour “window” for their daily hours of 6:00 a.m. to 6:00 p.m.
- F. Contracted Drivers who have five (5) or less hours of actual daily contracted work (and no midday work) will have a fifteen hour “window” for their daily hours of 6:00 a.m. to 9:00 p.m.
- G. Contracted Drivers will voucher for additional pay if they perform work outside their window or they exceed nine (9) hours of actual work in a day.
- H. Permanent Relief Drivers may have nine (9) consecutive hour shifts that start as late as 2:00 p.m. Starting times will not change within the same work week.
- I. Morning and afternoon hours will run consecutively from the first to last run. Midday hours will be based on the actual work assigned.

ARTICLE 24 - BUS ASSIGNMENT

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

ARTICLE 25 - CLOTHING AND SAFETY GEAR ALLOWANCE

A. All mechanics must wear uniforms, foul weather gear when necessary, safety eyeglasses and steel toed shoes. Uniforms, two pair of steel-toed shoes and foul weather gear will be supplied by the Board annually. Uniforms and safety gear must be worn at all times. Failure to do so will result in disciplinary action. Refer to Addendum A.

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

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

ARTICLE 26 – GENERAL

A. In the event that a non-driving employee of the Transportation Department, through no fault of their own, is forced to revert to regular driving status, they shall be placed on the seniority list in accordance with the actual years they were driving a school bus for the Toms River Regional School System and have continued to keep a valid School Bus Driver's License. They shall not assume their place on the seniority list until the start of the new school year.

ARTICLE 27 - MISCELLANEOUS PROVISIONS

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

B. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in hiring, training, or disciplining of employees, nor in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, sexual orientation, domicile or marital status.

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

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

E. All drivers will be required to maintain and/or obtain a defensive driving course as currently required by the Board of Education.

ARTICLE 28 - CONTINUITY OF OPERATIONS

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

ARTICLE 29 - MECHANICS NIGHT SHIFT/MECHANICS/ FOREMAN

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

B. Assignment to the night shift will be by seniority with the most senior mechanics having the right to reject the assignment and the junior mechanics having to accept the assignment if the complement is not filled.

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

D. One member of the shift, with the initial assignment given on the basis of suitability, the most senior person designated by the supervisor, will be appointed foreperson and they will receive 10% over their hourly salary.

ARTICLE 30 - DISMISSAL AND DISCIPLINE

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

B. Ten month employees will serve a ten (10) 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 (90) days after the beginning of their employment.

1. Vehicle maintenance employees will serve a one (1) year probationary period. Vehicle Maintenance employees may be dismissed during the probationary period without prior warning.

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

1. First offense: Verbal warning by the supervisor.
2. Second offense: Written warning by the Supervisor, copy to the Association.
3. Third offense:
 - a. Three days suspension without pay, copy of suspension notification to the Association.
 - b. Five day suspension for violating the “walk-back policy” resulting in leaving a student on the bus.
4. Fourth offense: Dismissal – the dismissal shall be decided by the Superintendent.
5. One (1) year of good behavior will remove second offense written warning. Five (5) years of good behavior will remove third offense written warning.
6. A driver found guilty of a moving violation, as a first offense, will be placed on level C-2, written warning by Supervisor unless the violation, at the discretion of the District, is considered to be minor. This will be situation specific and consistently applied. Copy to the Association and Defensive Driver courses will be required.

ARTICLE 31 - REPRESENTATION FEE

A. The Association shall, on or before September 30, deliver to the Board a written statement containing the following:

1. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
2. A statement that the Association has established a “demand and return system” in accordance with the requirements of N.J.S.A. 34:13A-5.4.

3. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

4. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

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

C. Payroll Deduction Schedule:

The Board will deduct the representation fee, in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paycheck:

1. In November or thirty (30) days after the employee begins their 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. All twelve (12) month employees, for the purpose of deducting the 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 the regular membership to the Association.

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

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

ARTICLE 32 – SUBCONTRACTING AND RECALL

A. SUBCONTRACTING

In the event of the privatization of any employee category, the Board shall implement and abide by the following procedure:

1. The Board agrees that one hundred twenty (120) days prior to any formal Board action to consider subcontracting it shall discuss the matter fully with the Association and its representatives.
2. Full pay for all sick leave days credited to the employee’s account, if eligible by existing contract provisions.

B. RECALL RIGHTS

If previously subcontracted work reverts to the district, the employees will be recalled by seniority

ARTICLE 33 – DURATION

This agreement shall be effective as of July 1, 2021 and shall continue in effect until June 30, 2026 subject to the Association’s right to negotiate over a successor agreement as provided in Article 2. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

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

For the Association:

For the Board:

Rick Diaz, President

Jennifer Howe, President

Jennifer DeDominicis, Vice President

Alex Mizenko, Vice President

SALARY GUIDES

YEAR 1

2021-22 Toms River
Drivers

Salary Guide

Step	32.5 Hrs	40 Hrs
1	\$25,864	\$31,833
2-4	\$26,271	\$32,333
5-6	\$26,998	\$33,228
7	\$27,810	\$34,228
8	\$28,785	\$35,428
9	\$29,760	\$36,628
10	\$30,735	\$37,828
10A	\$31,629	\$38,928
11	\$32,442	\$39,928
11A	\$33,254	\$40,928
12	\$34,067	\$41,928
12A	\$34,960	\$43,028
13	\$35,854	\$44,128
13A	\$36,748	\$45,228
14	\$37,560	\$46,228
14A	\$38,413	\$47,278
15	\$39,327	\$48,403
15A	\$40,302	\$49,603
16	\$41,342	\$50,883

YEAR 2

2022-23 Toms River Drivers

Salary Guide

New Step Number	Original Step Number	32.5 Hrs	40 Hrs
1	11A	\$33,963	\$41,800
2	12	\$34,550	\$42,523
3	12A	\$35,444	\$43,623
4	13	\$36,337	\$44,723
5	13A	\$37,231	\$45,823
6	14	\$38,125	\$46,923
7	14A	\$39,019	\$48,023
8	15	\$39,941	\$49,158
9	15A	\$40,916	\$50,358
10	16	\$42,331	\$52,100

****Step Movement Based on 21-22 step placement**

Steps 1- 5 move to step 11A, now called Step 1

Steps 6-9, move to step 12, now called Step 2

Steps 10, 10A, & 11 move to Step 12A, now called Step 3

Steps 11A & 12, move to Step 13, now Step 4

Step 12 A moves to Step 13A, now Step 5

Step 13A moves to Step 14A, now Step 7

Step 15A moves to Step 16, now Step 10

YEAR 3

2023-24 Toms River Drivers

Salary Guide

Step	32.5 Hrs	40 Hrs
1	\$34,302	\$42,218
2	\$35,196	\$43,318
3	\$36,090	\$44,418
4	\$36,983	\$45,518
5	\$37,877	\$46,618
6	\$38,791	\$47,743
7	\$39,705	\$48,868
8	\$40,680	\$50,068
9	\$41,667	\$51,283
10	\$42,683	\$52,533

****Employees move to the next step**

**Toms River
2024-25 Drivers**

Salary Guide

Step	32.5 Hrs	40 Hrs
1	\$35,054	\$43,143
2	\$35,947	\$44,243
3	\$36,841	\$45,343
4	\$37,735	\$46,443
5	\$38,629	\$47,543
6	\$39,539	\$48,663
7	\$40,473	\$49,813
8	\$41,448	\$51,013
9	\$42,423	\$52,213
10	\$43,414	\$53,433

****Employees move to the next step**

Year 5

2025-26 Toms River Drivers

Salary Guide

Step	32.5 Hrs	40 Hrs
1	\$35,838	\$44,108
2	\$36,732	\$45,208
3	\$37,625	\$46,308
4	\$38,519	\$47,408
5	\$39,413	\$48,508
6	\$40,347	\$49,658
7	\$41,282	\$50,808
8	\$42,257	\$52,008
9	\$43,232	\$53,208
10	\$44,227	\$54,433

****Employees move to the next step**

**Summer Rates
2021 – 2025**

Position	Summer 2021	Summer 2022	Summer 2023	Summer 2024	Summer 2025
Summer Rate Drivers	\$25.00	\$26.00	\$27.00	\$28.00	\$28.00
Summer Rate Bus Aides	\$19.50	\$20.50	\$21.50	\$22.50	\$22.50

**Trip Rates
2021 – 2026**

	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Trip Rate	\$25.00	\$26.00	\$27.00	\$28.00	\$28.00

**BUS ATTENDANT
SALARY GUIDE
2021 – 2026**

Completed Years of Service	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026
0 – 6 Years	\$20.79	\$21.54	\$21.64	\$21.74	\$21.84
7 – 14 Years	\$21.61	\$22.36	\$22.46	\$22.56	\$22.66
15+ Years	\$22.41	\$23.16	\$23.26	\$23.36	\$23.46

Note:

“0-6 Years” means you have completed 6 or less years of service before Feb. 1st and have started your 1st through 7th year.

“7-14 Years” means you must have started your 8th year to qualify for this step. You will then remain on this step until you have completed 15 years of service before Feb. 1st in order to move up to step in the next school year.

“15+ Years” means you must have completed 15 years of service before Feb. 1st in order to move up to the final step in the next school year.

2021-22	Salary
Mechanic/Floor Supervisor	\$105,574.40
Mechanic	\$95,976.70
Mechanic II	\$64,056.84
Garage Attendant	\$58,814.61

2022-23	Salary
Mechanic/Floor Supervisor	\$107,224.37
Mechanic	\$97,476.70
Mechanic II	\$65,556.84
Garage Attendant	\$60,314.61

2023-24	Salary
Mechanic/Floor Supervisor	\$108,599.37
Mechanic	\$98,726.70
Mechanic II	\$66,806.84
Garage Attendant	\$61,564.61

2024-25	Salary
Mechanic/Floor Supervisor	\$109,974.37
Mechanic	\$99,976.70
Mechanic II	\$68,056.84
Garage Attendant	\$62,814.61

2025-26	Salary
Mechanic/Floor Supervisor	\$111,349.37
Mechanic	\$101,226.70
Mechanic II	\$69,306.84
Garage Attendant	\$64,064.61

Addendum A

The following will be supplied for all Vehicle Maintenance Department employees covered by this agreement:

1. Eleven (11) uniform shirts and eleven (11) uniform pants.
2. Two Jackets, individual's choice of Ike or Hip.
3. Six (6) navy blue pocket T-shirts (50/50 Best by Fruit of the Loom or equivalent) per year.
4. Two (2) pair of steel toed shoes per year. Allowance \$200.00/pair.
5. Cold weather work gear: In first year of contracted assignment, individual's choice of Carhartts
 - A. Arctic Zip front coveralls with hood.
 - B. Arctic Bib overalls.
 - C. Arctic lined coat with hood.
 - D. Cold-weather gloves.
 - E. Vehicle Maintenance Department employees' choice of other cold-weather gear, equivalent to the monetary value of A-D above.

All repairs and/or replacements of garments will be paid by the Board.

