

AGREEMENT

Between the

FREEHOLD REGIONAL BUS DRIVERS' ASSOCIATION

and the

BOARD OF EDUCATION

OF

FREEHOLD REGIONAL HIGH SCHOOLS

the County of Monmouth

New Jersey

JULY 1, 2009 - JUNE 30, 2012

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PREAMBLE

THIS AGREEMENT IS MADE AND ENTERED INTO on this 1st day of July, 2009, by and between the FREEHOLD REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION, (hereinafter referred to as the "Board") and the FREEHOLD REGIONAL HIGH SCHOOL BUS DRIVERS' ASSOCIATION (hereinafter referred as the "Association"). (The term "employee(s)" when used shall mean bus driver.)

The term of this Agreement is from July 1, 2009 to June 30, 2012.

President
Freehold Regional High School
Bus Drivers' Association

President
Freehold Regional High School
Board of Education

ARTICLE I - PRINCIPLES

- Section 1. A free and open exchange of views between the Board and the Association.
- Section 2. The Association recognizes the importance of a grievance procedure for the prompt resolutions of disputes which may occur.
- Section 3. The provisions of this Agreement are binding to the Board and the Association.
- Section 4. This Agreement will supersede all previous Agreements.

ARTICLE II - RECOGNITION

- Section 1. The Board agrees to and hereby does recognize the Association as the sole and exclusive negotiation agent for the purpose of collective negotiations in any and all matters relating to negotiable terms and conditions of employment on behalf of all regular full-time school bus driver employees, except for probationary employees pursuant to Article XV.

**ARTICLE III - MODIFICATION OF AGREEMENT AND
NEGOTIATION OF SUCCESSOR AGREEMENT**

- Section 1. Before the Board adopts a change in policy which affects negotiable terms and conditions of employment as specified in this Agreement, the Board will notify the Association, in writing, that it is considering such a change. If the proposed policy affects terms and conditions of employment, the parties shall enter into negotiations as required by law. Any agreement resulting from negotiations shall be reduced to writing, signed by the Board and the Association, and become an addendum to this agreement.
- Section 2. By February 1 of the year the contract will expire, or as soon thereafter as practicable, the Board and Association shall enter into successor negotiations in accordance with the procedure set forth herein. By the same date, the Association agrees to present its proposals for the successor agreement. Initial contract proposals from each side shall be submitted in writing. Any negotiated agreement shall apply to all members of the negotiating unit and shall be reduced to writing and signed by the parties.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 1. Definition

Grievance shall mean a complaint by an employee or employees arising as to the intent and application of this Agreement.

Section 2. Procedures

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 acceptance of the decision rendered at that step.

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

2. Any employee or group of employees, along with his/her/their representative, who has a grievance, shall discuss it first with his/her/their immediate supervisor in an attempt to resolve the matter informally at that level. A grievance to be considered by this procedure must be initiated by the employee(s) within thirty (30) from when the employee knew or should have known of its occurrence.

3. If the grievance is not settled satisfactorily in five (5) days time, it shall be reduced to writing and submitted to the Director specifying:

The nature of the grievance

The nature and extent of the injury, loss, or inconvenience;

The result of previous discussions; and

The dissatisfaction with the decision previously rendered.

The Director shall communicate his/her decision, in writing, within five (5) days of receipt of the written grievance.

4. The employee, no later than five (5) school days after receipt of the written answer, may appeal the decision to the Superintendent of Schools. The Superintendent or his representative and the Association President shall attempt to resolve the matter within a period not to exceed ten (10) school days. The Superintendent or his representative shall communicate his decision in writing to the employee and the Association.

5. If the grievance is not resolved to the grievant's or the Association's satisfaction, the grievant or the Association no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The grievance shall be considered jointly by the Association Executive Committee and the Board, or such sub committees as either shall designate.

The Board may, at its option, hold a hearing with the employee or employees and the Association. The Board shall answer such grievance in writing within thirty (30) days of receipt.

6. The Association and the Board may settle any grievance reduced to writing at any step so long as such settlement does not discriminate against the employees involved in any manner prohibited by law (or deprive them of any rights available to other members of the unit).

ARTICLE V - EMPLOYEE RIGHTS

Section 1. The Board shall indemnify employees for conduct arising in and out of the course of their employment as required by law.

Section 2. Nothing, contained herein, shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey school laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

Section 3. No employee shall be reduced in rank or compensation without just cause.

Section 4. With the exception of emergent situations, whenever any employee is required to appear before the Superintendent or his designee, Board or any committee member, representative or agent thereof concerning any matter which could adversely affect the continuation of employment or the salary or any increments pertaining thereto, then he/she shall be given 24 hours (1 business day) prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her during such meeting or interview.

Section 5a. **SAVE HARMLESS ACT 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, position, employment, 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 and protect such person from any financial loss resulting there from, and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses, and expenses."

Section 5b. 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 shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

Section 5c. Employees who are charged with violating any laws or regulations in connection with their duties that are determined to be the employee's responsibility, i.e., speeding or other motor vehicle violations, or failure to properly inspect vehicle prior to use, shall be responsible for both the costs of their own defense and any fines to which they may be subjected.

ARTICLE VI - ASSOCIATION RIGHTS AND PRIVILEGES

- Section 1. The Board agrees to furnish to the Association in response to reasonable requests from time to time annual financial reports and audits, agendas and minutes of all public Board meetings at the same time they are made available to the public, and names and addresses of all bus drivers.
- Section 2. Whenever any representative of the Association or any bus driver participates during working hours in negotiation, grievance proceedings, conference, or meetings, he/she shall suffer no loss in pay.
- Section 3. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings.
- Section 4. Adequate bulletin board space shall be reserved in each work location in a place to be designated by the supervisor at such work location, readily accessible to all members of the bargaining units, for the posting of Association business. All such notices and material shall bear the signature of a responsible Association official or shall clearly indicate that its issuer or publisher is the Association. The bulletin board space shall be identified with the name of the Association. The authorized representative of the Association shall be the sole person empowered to post these materials on that board.
- Section 5. The rights and privileges of the Association and its representatives as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the employees, and to no other organization except when such other organization has been appointed as the exclusive collective negotiations representative by the Public Employment Relations Commission (PERC) or by a court of competent jurisdiction.

ARTICLE VII - MANAGEMENT RIGHTS

Section 1. The Board of Education reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education to hire, assign, promote and direct employees covered by this Agreement, or to take disciplinary action against its employees for just cause, to direct school operations, and to take whatever other actions may be necessary to accomplish the mission of the school district except as may be specifically provided by the language of this Agreement.

ARTICLE VIII - SALARY

Section 1. All bus drivers will be paid for their contracted hours in 20 equal paychecks from September 1st through June 30th of each contract year.

Section 2. The employee work year shall be 184 days. A Driver who works more than 184 school days shall be compensated at a pro-rated portion of his/her daily rate, depending on the number of routes driven. This provision does not apply to summer school assignments.

Section 3. All two trip drivers under contract shall receive ½ of four trip driver's salary according to proper salary step guide.

Section 4. Annual increments will be awarded as per salary guide until top pay is achieved.

Section 5. Extra compensation:

<u>Field</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
<u>Trips:</u>			
	\$15.50	\$15.75	\$16.00
	per	per	per
	hour	hour	hour

(Meal ticket is \$6.50 after 8 hours, additional \$5.00 after 12 hours, additional \$5.00 after 16 hours, to be paid out of petty cash funds or voucher.)

<u>RUN</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Early	\$19.75	\$20.00	\$20.25
Late	\$19.75	\$20.00	\$20.25

If early activity is cancelled with less than 24 hours notice given to driver, he/she will be paid if he/she must be present for late activity.

The income from activity runs would be included in the driver's pension.

Dispatch/Extra Yard Work Rates:

<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
\$15.50	\$15.75	\$16.00
per	per	per
hour	hour	hour

Section 6. Each driver must utilize the District's designated physician for the renewal bus driver's license physical. The total cost of the physical examination shall be incurred by the District.

Section 7. The salary schedule for members of the bargaining unit shall be set forth below:

SALARY GUIDE

<u>STEP</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
1	19,000	19,600	20,000
2	19,100	19,750	20,200
3	19,700	19,900	20,500
4	20,300	20,600	20,650
5	20,800	21,200	21,400
6	21,700	21,800	22,050
7	22,450	22,825	22,900
8	23,250	23,425	23,500
9	23,850	24,300	24,400
10	25,200	25,500	25,600
10.5*			28,100
11	28,650	29,775	30,775

* Employees on Step 10 in 2010-2011 will advance to Step 11 to 2011-2012.

Section 8. Longevity increments will be awarded as follows:

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
After 10 years	1,388	1,388	1,388
After 15 years	1,638	1,638	1,638
After 20 years	1,888	1,888	1,888
After 25 years	2,138	2,138	2,138

- Section 9.
- A. In the event of staggered, doubled or any other change in the current hours of school instruction, the parties agree to re-negotiate any additional runs or other economic impact resulting from such change.
 - B. For any six run package which included an activity, drivers shall be able to select the activity separate from any specific contract run.

ARTICLE IX - ASSIGNMENTS

- Section 1.
- A. Awards of bus and van routes shall be made by strict seniority of drivers, starting with the most senior driver and working down the list, except for special need student runs which shall require approval of the transportation administrator prior to award of the run. Extra van/bus shuttles and runs, to the extent known will be given out by seniority no later than the first day of the FRHSD school calendar.
 - B. The head bus driver position shall be posted when said position becomes available. Any one who is interested may submit a resume stating qualifications. The head driver shall be given priority, regardless of seniority, for all routes. The route selected shall be compatible with the responsibility of the head bus driver to be one of the first district vehicles to reach his/her second school. The assignment to the route shall be at the sole discretion of the Board.
 - C. If a bus contract becomes available during the school year it should be offered to the next van driver, with a contract, who already has requested to switch type of vehicle driven. If none are available a sub will be offered the contract without guarantee of a bus contract the following year.
 - D. Drivers wishing to switch type of vehicle they drive (bus to van; van to bus) shall sign up in April. In June, using the list from April, drivers shall be permitted to, subject to Board approval, change vehicle type when selecting runs by seniority.

E. Announcements of available positions/work, i.e., that are identified Article IX, paragraphs 1B, 2A and 3B, to the extent known, will be sent to the drivers in their summer packet.

F. Within five (5) days all vacated and newly created runs shall be posted for five (5) school days prior to the closing date for submitting applications.

When a vacated or newly created run is posted, all drivers may sign up for the run if he/she wants to switch runs. The run will be awarded to the most senior qualified driver who signs up.

The newly vacant run shall be offered to the next senior qualified driver who placed his/her name on the eligibility list for the initially created/vacated position.

No more than three reassignments, including the initial posting, shall be permitted. A substitute driver may be assigned to the last available position after three bumps if no full time drivers on the initial eligibility list are interested in filling the same.

G. A weekly sign up sheet shall be posted for extra runs. Full time drivers shall be eligible for extra runs, as they come available, in order of seniority.

Drivers shall be eligible for one (1) extra run until all individuals on the weekly list have received an assignment. Second runs shall be assigned only if all interested drivers have received an extra run.

Extra daily work assignments will be given out beginning with the most senior driver the first day of each week. It will continue down the list and repeat if necessary.

The Association and management will meet at the conclusion of the first year of this agreement to determine whether these procedures allow for the equitable distribution of extra work.

Section 2.

- A. All van, bus, special education, activities will be picked in September on the first day of Freehold Regional High School District's calendar, immediately following the runs for the day. All interested drivers shall be there, or send a written note as to what they want. Picking will be done by strict seniority. There will be a sign-up sheet for anyone not getting an activity, in case one becomes available during the school year. If you refuse an activity at this time, your name will be added to the end of the original list according to seniority. The Association will oversee the activity picking, subject to the approval of the Transportation Director or his/her designee. Activity runs established after the initial selection is made will be offered to drivers in order of their seniority from the original sign up sheet.
- B. Activities shall not be split or shared when full time drivers are available.
- C. If a contract driver is out for an extended illness or leave for more than five (5) consecutive days, after the fifth day of absence, the next available contracted driver from the September Extra Run Seniority list shall be eligible to fill the temporary run assignment.

If a contract driver is out for an extended illness or leave for more than five (5) consecutive days, after the fifth day of absence, the next available contracted driver from the September Activity Seniority list shall be eligible to fill the temporary assignment list.

Drivers shall be selected based on seniority and position on the weekly extra run list. Drivers will not be selected to fill temporary assignments until each driver on the weekly extra run sign up list have received one (1) extra run.

After the fifth (5th) consecutive day of absence, full time drivers shall be given preference to fill these temporary assignments. Substitute drivers may be used if no contracted drivers are available.

- D. When any activity driver relinquishes his/her activity for the school year, drivers from that same school may switch activities among themselves on a seniority basis. Remaining activity runs will be posted for the next available contract driver. Drivers with single activities will be eligible to pick up a second activity in order of seniority. If the two runs are not compatible, and the senior driver wants the new run, the vacated single run will be offered to the remaining drivers without activity runs in order of their seniority.
- E. In the event that any activity driver relinquishes his/her activity within thirty (30) school days from his/her selection of that activity, the driver shall be prohibited from selecting any activities for the balance of that school year as well as the entire following school year except for documented medical reasons.
- F. In the event an activity is deleted from any school in the district, the driver with the least seniority from that school will:
 - 1. Take an open activity at any school
 - 2. Take over the last activity picked in the district within their vehicle classification (van/bus)

Section 3.

- A. Substitute drivers shall not be used on field trips unless no contracted drivers are available.
- B. Substitutes may not be used on work between the hours of 8:30 AM and 1:30 PM or after 4:00 PM (2:00 PM on ½ day schedules) when regular contract drivers are available and willing to work. All extra work will be posted to give all contract drivers an equal opportunity to apply for such work. This work includes, but is not limited to, extra runs/shuttles, activities, trips, driver training, day and evening fueling, bus washing, dispatch, extra yard work, picking up registrations, taking buses out for repair work, snow removal, etc. This excludes snow plowing, security and night fueling. Assignment of all extra work shall be at the Board's discretion.

- Section 4. The reassignment, addition to, deletion from an assigned route shall be a managerial prerogative.
- Section 5. Summer work shall be covered under a separate seniority list. Seniority is established according to the number of years of previous summer work.
- Section 6.
- A. Any driver doubling a complete run or activity will receive full run or activity pay. Two drivers doubling a run or activity will split run or activity pay in half. If more than two drivers are involved there will be no extra pay.
 - B. The parties agree that in the event a driver has refused an extra permanent run or permanent shuttle, the driver shall complete a form stating their refusal. Following the refusal that driver shall not be offered another permanent run/shuttle until the seniority list has been exhausted.
 - C. Any driver previously accepting a periodic extra run (i.e., once per week or three (3) times monthly), may be permitted to exchange that run for an available daily extra run. The dropped periodic extra run shall then be offered, in accordance with the seniority list, to the next available driver without an extra run. In the event no driver is eligible or accepts the dropped periodic extra run, then the dropped run shall be offered, in accordance with the seniority list to those drivers already with an extra run.
 - D. Any driver performing the required pre-trip inspection fifteen (15) minutes prior to yard time, en route to, or at a school when a scheduled trip is cancelled shall receive two (2) hours paid compensation. Compensation for arrival and performance of the required fifteen (15) minutes pre-trip shall require confirmation of arrival from the dispatcher.

ARTICLE X - FAIR DISMISSAL PROCEDURE

- Section 1. Any employee who receives a notice of non-employment shall be informed of the reasons why said employment was terminated.
- Section 2. All employees will be notified of contract and salary status not later than May 1st, whenever possible.

ARTICLE XI - EMPLOYEE FACILITIES

- Section 1. The Board agrees to request traffic control at all school sites daily at the opening and closing of school and to maintain the bus yard in reasonable order.

ARTICLE XII - SICK LEAVE

- Section 1. Sick leave is hereby defined to mean the absence from duty of an employee because of personal disability due to illness or injury, or because he/she has been excluded from driving by the school district's medical authorities because of a contagious disease or because of a quarantine for such a disease in his/her immediate household.
- Section 2. Employees employed by the Board as of September 1st of the school year shall be entitled to ten (10) days of sick leave. Employees employed by the Board on or after the 15th of the month shall not be entitled to a sick leave day for that month but shall have their sick leave days calculated from the first of the following month. All unused sick leave shall be accumulative for additional sick leave as needed in subsequent years. Doctor's note may be required after four (4) non-consecutive absences a month or five (5) consecutive days off or before/after a school holiday. Sick leave benefits shall not accrue to any employee during periods of lay off or upon suspension or paid or unpaid leaves or on worker's compensation.
- Section 3. All days referred to are working days.

Section 4. Employees retiring from the school district after a minimum of fifteen years of service in the District consistent with State pension guidelines (PERS) who have accumulated at least 75 days of sick leave, shall be paid for their unused accumulated sick leave at the rate of forty-five (\$45.00) dollars per day to a maximum cost of four thousand five hundred dollars (\$4,500) per employee provided that the driver retires at the completion of the full school year. Drivers retiring before the completion of the school year receive twenty-seven dollars and fifty cents (\$27.50) dollars per day to a maximum cost of two thousand seven hundred fifty dollars (\$2,750).

Section 5. An employee who has received a temporary leave of absence for sickness or other personal problems for a set length of time must notify the Board in writing five (5) days before the set time has expired of their intention to return or their intention to request an extension of said leave.

Section 6. Bus driver's whose record of absenteeism reflects chronic health or personal problems shall at the Board's discretion, be examined by a District physician and/or other professional consultants.

Section 7. An intended absence shall be reported as soon as such intention is known to the employee. Any absence not reported prior to the beginning of the scheduled work day shall be deemed an unexcused absence.

ARTICLE XIII - OTHER LEAVES

Section 1. Employees who are employed by the Board as of September 1st shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year. Those employees who are not employed by the Board as of September 1st shall be entitled to a pro-rata share of the following temporary, non-accumulative leaves of absence with full pay for that school year.

- A. Up to three (3) days for personal leave shall be granted for any reason. Application to the employee's immediate supervisor for personal leave shall be made at least five (5) working days before such leave (except in emergencies).

Personal business days before and after vacation periods and holidays shall be applied for in advance and shall be granted at the discretion of the Director of Transportation. The Director of Transportation's decision shall not be subject to the grievance procedure.

- B. Any emergency personal leave that is taken must have papers filled out and turned in no later than two (2) days after date of return to work. Papers filed after a payroll deduction has been made will not be considered.
- C. No more than three (3) employees shall be granted personal leave of absence on the same day except for a verifiable emergency. Those submitted first will be first approved.
- D. Any personal days or portions of personal days not used as of June 30th shall be converted to sick days.

Section 2. Time necessary by reason of subpoena by a court is available for appearances in any legal proceeding connected with the employee's employment. Said employees shall receive his/her full regular pay during their absence.

Section 3. Time necessary for jury duty is available if called to serve. Upon receipt of jury duty compensation by the Board, employee shall receive his/her full pay allowance during his/her absence. Consistent with past practices full pay includes activities.

- Section 4. Death or illness in family - in case of absence because of the critical illness and/or death of a member of the immediate family or household, each employee shall be allowed not more than five (5) days absence with full pay per occurrence. Immediate family is defined as a spouse, domestic partner, civil union partner, child, parent (natural or adoptive), brother, sister, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, or grandparent. Critical illness is defined as one requiring hospitalization and placement by hospital or medical authorities on the dangerously ill list.
- Section 5. Other leaves of absence without pay may be granted by the Board at their discretion.
- Section 6. Leave taken pursuant to this Article shall be in addition to any sick leave to which the employee is entitled.
- Section 7. An employee shall notify in writing the Director of Transportation and the Board of her pregnancy as soon as it is medically confirmed, but not later than sixty days before the anticipated delivery date as certified by her physician. Said employee may request maternity leave, without pay, commencing on a mutually agreeable date and terminating on a mutually agreeable date, but not more than twelve (12) months after the birth of the child. In the event of stillbirth or death of the child, the employee, if she so elects, may return to her position when physically able to perform her duties as determined by the employee and her physician, and subject to verification by the Board's physician. Upon the recommendation of the Director of Transportation and the approval of the Board, exceptions to the aforementioned procedures can be provided.
- Section 8. No employee on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in Freehold Regional High School District.
- Section 9. All other benefits to which an employee was entitled at the time his/her leave of absence commenced, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position or a substantially equivalent position.

- Section 10. All requests for extension or renewals of leaves shall be applied for and if granted, in writing.
- Section 11. The drivers acknowledge that their work year and vacation schedule coincides with the District school year as established annually by the Board and that they are not entitled to leaves except those established by Articles XII and XIII of this Agreement. They are not entitled to vacation time. Drivers who request unpaid leaves of absence during a time when school is in session shall do so in writing no fewer than four weeks before the start of the leave. All leave requests shall be reviewed by the Board of Education for approval.
- Section 13. Absences for afternoon activity runs will be treated like any other sick or personal leave absences. Leave absences will be deducted to reflect the absence.

ARTICLE XIV - WORK YEAR

- Section 1. Bus drivers' contract work year shall coincide with the District school year, July 1 - June 30.

ARTICLE XV - SENIORITY AND JOB SECURITY

- Section 1. School district seniority is defined as service, continuous and uninterrupted and calculated based upon the employees contractual start date, by appointed employees in the school district in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated seniority only if he/she:
- A. Resigns or is discharged for cause irrespective of whether he/she is subsequently rehired by the school district.
 - B. Is laid off for lack of work for more than 12 calendar months in succession.
 - C. Fails to reply within eight (8) school days after notified by registered letter delivered to last known address by Board on recall of layoff.

- Section 2. The function of seniority is the selection of contract runs, activity runs and shuttles. Seniority is based on the date of hire. If more than one person with equal seniority puts an application in on that date, numbers are to be drawn to choose runs.
- Section 3. A six (6) month period of probation shall be required of all newly appointed drivers. During the aforesaid probationary period, the Board may discharge such probationary employee for any reason whatsoever. An employee discharged during such probationary period shall not have recourse through the grievance procedure set forth in this Agreement. The Board shall have no responsibility for re-employment of newly engaged probationary employees if they are dismissed during the probationary period.
- Section 4. Credit for one year seniority on the pay scale shall be given if driver receives contract before February 1st.
- Section 5. A. Extras: Extras will be given out according to seniority (down the seniority list) and availability (meaning right time and place) before anyone gets a second permanent extra. If more than one extra is available the senior driver will have choice.
- B. When more than one (1) driver is in the vicinity of a permanent shuttle, the shuttle will be offered to the senior according to the seniority list.
- Section 6. Trips: A sign up list will be posted starting September 1. Any driver wishing to be added to the list may do so at any time and his/her name will be added according to his/her seniority order. Trips will be selected weekly using the posted list with the most senior driver the first week of school and subsequently rotating each week beginning where it left off the previous week. Trip rules utilized will be mutually agreed upon bi-annually by management and the Association.

ARTICLE XVI - CONDUCT OF DRIVERS

Section 1. Disrespect towards supervisory personnel shall not be tolerated.

Section 2. Any driver who is found to be performing unsafe acts while driving shall be subject to penalties as determined by the Board of Education.

Section 3. All employees shall attend safety meetings as they are scheduled by the Director of Transportation. Compensation for attendance at 10 hours of drivers' safety training is included in yearly contract salary. Failure to comply will result in employee not being recommended for rehire. Compensation will be given for over 10 hours of safety training per year. All safety classes will be completed by April 1.

Whenever possible, two weeks notice of mandatory safety training (exclusive of Defensive Driving Class) shall be provided.

ARTICLE XVII - CONTINUITY OF OPERATION

Section 1. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and the avoidance of disputes which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruption during the period of this Agreement. The Freehold Regional Bus Drivers' Association accordingly agrees, during the period of this Agreement, that it will not, nor will any person acting in its behalf cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee of the Freehold Regional High School Board of Education from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties or employment) for any purpose whatsoever.

- A. The above is interpreted that: The Freehold Regional Bus Drivers' Association may be held liable in damages for "Wild Cat" strikes, unless the Association, in writing, immediately disavows the strike and notifies the strikers to return to work.
- B. In the case of a strike, the Board may apply for an injunction against the Freehold Regional Bus Drivers' Association.
- C. The Freehold Regional Bus Drivers' Association agrees not to take part in "sanctions" against the Board.
- D. The Freehold Regional Bus Drivers' Association agrees that any strike is a breach of contract and that such act removes all impediment from and permits the Board to dismiss or otherwise discipline employees taking part in that breach of contract.

ARTICLE XVIII - REPRESENTATION FEE

Section 1.

- A. If any employee after his first year of Board employment becomes a member of the Association, said employee will be required to pay a representation fee to the Association. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
- B. Prior to the beginning of each membership year the amount of said representation fee shall be certified to the Board by the Association, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Association to its own members.
- C. Once during each membership year covered in whole or in part of this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct the representation fee in October of each year.

- D. The employer shall remit the amount deducted to the association, on or before the 15th of the month following the month in which such deduction was made.
- E. It is recognized and understood by both parties that the Board of Education has no responsibility for the proper administration of the Association Agency Fee Program and in the event that the Board of Education is secured as a party in litigation over the Association Agency Fee Program the Association shall indemnify the Board for all legal fees, costs, and liability.

ARTICLE XIX - HEALTH INSURANCE AND OTHER BENEFITS

Section 1

- A. Effective as soon as possible after ratification, the Board shall pay in full for all full-time employees and his/her family, health insurance coverage, C.O.B. children to age 23 in household and prevailing fee under the Direct Access Plan. The Board of Education shall have the right to change insurance carriers provided the benefits provided will not be diminished by such a change. Two trip drivers are not included in coverage.
- B. The Board of Education during the terms of this contract shall continue to furnish a New Jersey Dental Insurance coverage; usual and customary dental plan containing the same benefits as previously provided without any cost consideration by the employee.
- C. The Board will allow retired employees to remain part of the Group Plan, if such employees pay the premiums.
- D. Upon receipt of notification that insurance coverage is available to the retiring employee, it is the responsibility of the retiring individual to confer with the Assistant Board Secretary or responsible person, regarding remaining part of the group plan if such employees pay the premium.
- E. Where both wife and husband are employed in the District, duplicate coverage on health and dental insurance shall be provided; however, the Board of Education shall provide coordination of benefits coverage in those instances.

- F. Family coverage will be provided for vision/eye care as part of health care provided by the board.
- G. The Board of Education may, in its sole discretion, change the carriers providing the benefits set forth in this Agreement, provided that there is no reduction in benefits.

Section 2. Employees who elect to waive insurance coverage, and provide proof of alternative coverage, the premium savings shall be split-75% Board, 25% employee.

Section 3. The District shall reimburse each driver for their renewal of fingerprint processing conducted by the State of New Jersey, Office of Criminal History Review. Reimbursement shall be provided upon receiving proof of payment by the driver to the State of New Jersey and the filing of a voucher. This shall not apply to the initial fingerprint processing by the driver, but is limited only to renewals, as required by the State.

Section 4. Effective as soon as possible after ratification, employees shall receive a one-time payment of \$250.00. This one-time payment shall be made for the 2009-2010 school year only.

ARTICLE XX - MISCELLANEOUS

Section 1. 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 the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of age, race, color, creed, religion, ancestry, national origin, gender, domicile, affecting or sexual orientation or marital status.

Section 2. If any provision of this Agreement or any application of this Agreement to any employee or group 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 provisions or applications shall continue in full force and effect.

- Section 3. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to be consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its operation shall be controlling.
- Section 4. All employees shall be required to have and maintain at least one operating telephone at their place of residence and the number to be on file with the transportation office. Change of resident address to be filed with the transportation office within seven (7) days of such change.
- Section 5. Copies of this Agreement shall be prepared at the expense of the Board within thirty (30) days after the Agreement is signed by the Board and the Association. This Agreement shall be presented to all employees.
- Section 6. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter, registered letter or telegram.
- Section 7. It is the obligation of all drivers to notify the Director of Transportation or his/her designee of any motor vehicle conviction within five (5) days after such conviction. Failure to do so may result in job dismissal after review.
- Section 8. Agreed upon increases in salary be retroactive to the date of the expiration of the previous contract. Those employees who have retired prior to the execution of the new contract will be entitled to the same retroactive increase as current employees. However, employees who have resigned or have been removed for cause will not be entitled to such retroactive increases.
- Section 9. Any new or revised Policy and Procedure Manual presented by the Freehold Regional High School District shall be reviewed with the Freehold Regional High School District Bus Drivers' Association prior to said policy being instituted or the manual being distributed.

**ARTICLE XXI - SEPARABILITY, SAVINGS, FULLY
BARGAINED PROVISIONS**

- Section 1. If any section, subsection, paragraph, sentence, clause or phrase of this Agreement, or any application thereof to any employee or group of employees, is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.
- Section 2. This Agreement represents and incorporates the final understanding and settlement by the two (2) parties of all negotiable issues which were the subject of collective negotiations. It is the understanding of both parties that the foregoing provisions will preclude both parties from reopening the negotiations during the term of this Agreement, except for dealing with a change in terms and conditions of employment proposed by the Board or by mutual consent.
- Section 3. 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.