



**An Agreement Between the**

**TOWNSHIP OF OCEAN**

**BOARD OF EDUCATION**

**and the**

**TOWNSHIP OF OCEAN**

**BUS DRIVERS' ASSOCIATION**

**For the 2021-2022, 2022-2023, 2023-2024 School Years**

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## Article 1

## RECOGNITION

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

### D. REPRESENTATION FEE

- 1. The Association shall on or before September 30, deliver to the Board a written statement containing the following:
  - a) A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of *N.J.S.A. 34:13A-5.5*
  - b) A statement that the Association has established a "demand and return system" in accordance with the requirements of *N.J.S.A. 34:13A-5.6*.
  - c) A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five (85%) of the regular membership dues, fees and assessments.
  - d) A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.
- 2. Beginning with the first full pay period in November the Board will commence deductions from salaries of such employees, in accordance with paragraph 3 below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.
- 3. **PAYROLL DEDUCTION SCHEDULE**  
The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck.

- a) In November, or thirty (30) days after the employee begins his/her employment in a bargaining unit position unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.
- 4. On or about the last day of each month beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.
- 5. The Association hereby agrees to indemnify, defend and save harmless the Board from any claim, suit or action of any nature whatsoever which may be brought at law or in equity or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this article.

## **Article 2**

## **NEGOTIATION PROCEDURE**

- A. In accordance with State Law the parties agree to enter into negotiations in good faith effort to reach agreement concerning the terms and conditions of employment.
- B. Early May of the last year of this contract the Association shall meet with the Board or its representatives to present all demands and determine the date of commencing of negotiations by the representatives.
- C. During negotiations, Association representatives shall meet as requested for the purpose of clarification of financial details, contractual meaning and the matters affecting the bus drivers with Board representatives, Superintendent or the School Business Administrator.
- D. Facts, opinions, proposals, and counter proposals will be exchanged freely during the meeting or meetings, in an effort to reach mutual understanding. Upon request and at reasonable times the board shall make available to the Association for inspection, all pertinent records, data, and information of the Township of Ocean Board of Education, which are within the public domain.
- E. All meetings between the parties shall be regularly scheduled, whenever possible, to take place during the school year when the employees involved are free from assigned duties.
- F. The Board agrees not to negotiate with any employee organization other than the Association as the representative pursuant to State Law, for the duration of this Agreement.
- G. This Agreement incorporates the entire understanding of the parties on the matters, which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement unless otherwise specified in this agreement.
- H. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the representatives before they are established.
- I. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### **Article 3**

### **GRIEVANCES**

#### **A. PROCEDURE**

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

#### **B. PROCESS**

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

5. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
6. No reprisals of any kind shall be taken by the Board or any member of the Administration against any party in interest, any representative, any member of the Association or its committees, or any other participant in the grievance procedure by reason of such participation. Also, no reprisals of any kind shall be taken by an employee against any party in interest, any representative, any member of the Board of education or its committees, or any other participant in the grievance procedure by reason of such participation.

#### **Article 4**

#### **DISTRICT RIGHTS**

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



**Article 5**

**ASSOCIATION RIGHTS**

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

## **Article 6**

## **DEFINITIONS**

For reasons of this Agreement definitions are as follows:

**A. Contractual Driver:**

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

**B. Hourly Contract Driver:**

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

**C. Mini Bus Driver:**

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

**D. Substitute Driver:**

A driver hired on a per diem basis.

**E. Work Year:**

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

**F. Work Day:**

A work day shall constitute the time in which he/she shall complete his/her assigned bus routes between 6:30 am and 9:00 am and routes between 1:30 pm and 4:00pm (excluding mini bus drivers and hourly contract drivers). This shall also include 15 minutes prior to and after normal driving time of the Ocean Township instructional calendar with the exception of scheduled changes, meetings/workshops, and emergencies. Any increase in bargaining unit work hours will be negotiated.

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

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

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

**G. On Call:**

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

**H. Field Trips:**

Field Trips shall be assigned to all eligible drivers who sign up for the field trip runs at straight time pay. Drivers will maintain their position on the list when trips are canceled. A tally sheet shall be continually posted as trips are completed. The field trip list shall be posted on the Thursday before the trips are to occur.

All drivers will be compensated for field trips at their hourly rate, (straight time pay).

**Article 7**

**EMPLOYEE EVALUATION**

- A. The Transportation Supervisor or other administrator shall conduct all monitoring and observation of the work performance of an employee openly and with the full knowledge of the employee. An evaluation shall be conducted at least once a year using an evaluation form developed by the District.
- B. Annually, upon two (2) school days' notice, an employee shall have the right to review the content of their personal file and to make copies of non-confidential file materials at their own expense. No more than two (2) employees, on any one-day, shall be given such review rights and no materials shall be removed from the file. An employee shall have the right to submit a written answer to any material contained in their file and have it attached to such material.
- C. Any material which is of a derogatory nature and which is to be placed in the personnel file shall be reproduced and a copy given to the employee involved.
- D. The elements/criteria for evaluation shall include, but not be limited to:
  - 1) Attendance
  - 2) Accidents
  - 3) Discipline Record
  - 4) External Driving Record
  - 5) Performance
  - 6) Working relationships with fellow employees
  - 7) Township of Ocean Bus Drivers' Handbook.

## **Article 8**

### **SICK LEAVE**

- A. Loss of a day's pay for absence other than stipulated in this agreement shall be computed as 1/190 of the annual salary.
- B. Each employee shall receive a written accounting of the accumulated sick leave days they have accrued no later than September 30 of each school year.
- C. All contract drivers are allowed ten days' leave annually for personal illness without loss of salary. Sick leave is defined as absence because of personal disability due to illness, injury or quarantine.
- D. Unused sick leave will accumulate with no maximum set on the number of days which may carry over from year to year except that no Driver may increase his/her accumulated leave by more than ten days in any school year except by the addition of unused personal days.
- E. Beginning July 1, 2022, employees shall be permitted to convert unused personal days to "Family Illness" days and accumulate no more than 3 days total. Personal Days not converted to Family Illness days will continue to be converted to Sick Days the following year. For purposes of use of "Family Illness Days," "Family" shall be defined as "a family member residing in the same household" and shall not be the same as the definitions in the bereavement leave schedule.
- F. An employee who retires after July 1, 2000 will receive \$40.00 per unused sick day, up to a maximum of 200 days. Filing for a "deferred retirement" with the pension plan does not qualify as retiring.

## Article 9

## ADDITIONAL LEAVE

### A. PERSONAL

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

Unused personal days will be converted to sick leave.

### B. BEREAVEMENT

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

#### Five Days

Husband  
Wife  
Children  
Father  
Mother  
Brother  
Sister  
Grandparents  
Mother-in-law  
Father-in-law  
Son-in-law  
Daughter-in-law  
Any member of same household

#### Two Days

Sister-in law  
Brother-in-law  
Aunt  
Uncle  
First Cousin  
Niece  
Nephew

### C. EDUCATIONAL LEAVE

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

**Article 10****CATASTROPHIC ILLNESS/INJURY LEAVE PLAN****(Non-work Related)**

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

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

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

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

evaluation by a physician of its own choice; such evaluation will be at the expense of the Board.

6. Each request for the use of Banked days shall be limited to a maximum of three month worth of days. Nothing shall prohibit an employee from making requests for additional days, if necessary
7. The Committee will act on the request no later than the second regularly scheduled board meeting following receipt of the request.
8. The Committee shall receive a regular update on the status of the banked days, not less than every two month (excluding summer break).
9. The president shall choose one member of the association to be part of the Catastrophic Illness/Injury Leave Plan Committee. The president will be part of or asked for input in any other standing committee which impacts the association if other associations or union members have representation.

#### **Article 11**      TEMPORARY/EXTENDED LEAVE OF ABSENCE

##### **A. MILITARY LEAVE**

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

##### **B. FAMILY LEAVE**

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

##### **C. LEAVE OF ABSENCE**

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



## **Article 12**

### **SENIORITY**

- A. "Seniority" status is secured by length of service to employees covered by this contract to which certain rights, hereinafter are defined.
- B. The seniority list will be maintained by the Transportation Supervisor and will be kept current. The list will be posted in the drivers' room.
- C. An Ocean Township substitute driver accepting a contract shall have seniority status above a new hire contract driver, when offered a contract at the same time.
- D. Seniority will be used as a primary factor according to route open runs, overtime, permanent overtime runs, mid-day or field trips, and any other positions recognized in Article 1. Hourly employees will be assigned runs before salaried employees on a seniority basis.
  - 1. Whenever a fixed run of 5 hours or more becomes available a contract driver, if interested in the run, can submit a letter of interest and it will be rewarded on seniority basis
- E. In the event of a reduction in force, seniority will be the determining factor. Layoffs will be from junior drivers to senior drivers. New positions will be offered to the last driver laid off.

**Article 13**

**DISCIPLINE & DISMISSAL**

- A. No employee shall be discharged or suspended except for just cause.
- B. New Employees will serve a six (6) month probationary period. Any employee may be dismissed during the probationary period without prior warning. Each employee shall receive a written evaluation from their immediate supervisor ninety-days (90) after the beginning of their employment.
- C. For any action of an employee that does not call for immediate dismissal or suspension, the following shall apply:
  - 1) First offense: Verbal warning by Supervisor
  - 2) Second offense: Written warning by the Supervisor.
  - 3) Third offense: Three days suspension without pay.
  - 4) Fourth offense: Dismissal
  - 5) One (1) year of good behavior will remove second offense written warning. Two (2) years of good behavior will remove third offense written warning.
  - 6) A driver found guilty of a moving violation, while driving a district vehicle, as a first offense, will be treated as a second offense. Defensive Driver courses will be required.

**Article 14****COMPENSATION**

- A. SALARY GUIDE – Guides will be mutually developed at an overall increase to be determined inclusive of increment.

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

B (1). SALARIED CONTRACT DRIVERS

Step	2021-2022	2022-2023	2023-2024
16	37,866	-	-
17	38,492	39,494	-
18	39,118	40,147	41,192
19	39,744	40,800	41,873
20	40,510	41,452	42,554
21	41,272	42,252	43,234
22	42,033	43,046	44,069
23	42,789	43,840	44,896
24	43,545	44,629	45,725
25	44,301	45,417	46,548
26	45,058	46,206	47,370
27	45,814	46,995	48,193
28	46,570	47,784	49,015
29	47,326	48,572	49,838
30	48,082	49,361	50,660
31	49,600	51,733	53,957

B (2). HOURLY CONTRACT DRIVERS

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

Step	2021-2022	2022-2023	2023-2024
A	26.26	27.05	27.90
1	26.64	27.39	28.21
2	27.26	27.78	28.57
3	27.99	28.44	28.98
4	28.78	29.20	29.66
5	29.62	30.01	30.45
6	30.56	30.89	31.30
7	31.50	31.87	32.22
8	32.12	32.85	33.24
9	32.75	33.51	34.27
10	33.27	34.70	35.70

### C. OVERTIME

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

- 19) When the entire district is closed due to inclement weather drivers on voluntary basis may sign up for snow removal on buses and will be paid 1 (one) and ½ (half) times their hourly rate.
- 20A) When you have a scheduled overtime trip and you have an absence the day prior, the trip will be reassigned to the next available driver on the rotation list. You will be up for overtime when your name comes up on the rotating list.
- 20B) When you have an overtime trip and have an absence the next day you will be skipped over the rotation for the next available overtime trip. You will wait till the rotation comes back around to your name for overtime.

**D. ADDITIONAL COMPENSATION**

Drivers of vans and mini buses will receive a \$700 stipend for transporting classified or handicapped special education students. This shall include all drivers who are currently receiving the stipend as long as they continue to drive a van or mini-bus run. Anyone hired after September 1, 2009 will not be entitled to the above stipend. All employees hired prior to September 1, 2009 will be entitled to the \$700 stipend. Salaried drivers shall be compensated at their hourly rate for any extra runs provided for testing beyond five (5) per work year.

**E. REIMBURSEMENT FOR LICENSE ENDORSEMENT COSTS**

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

**F. ADDITIONAL WORK DAYS**

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

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

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

**G. NON-ASSIGNED RUNS COVERAGE:**

Contract drivers covering a run between the hours of 6:00am and 4:00pm due to driver absenteeism from a run shall be compensated at the driver's hourly rate of

pay. This coverage shall be on a voluntary basis rotating by seniority, with a minimum of 1 hour pay.

#### H. OVERTIME/FIELD TRIP PROCEDURES

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

1. The Transportation Office will receive field trips and athletic requests by Thursday of each week, to be scheduled for the following week. (Week is defined as Monday thru Sunday.)
2. All field trips and overtime will be assigned in the order they are received by the Transportation Office.
3. There will be three (3) lists to be followed in assigning field trips and overtime. One field trip that list will include all drivers that do not have a mid-day run and two overtime lists. Both overtime lists will be voluntary and one will be utilized for overtime less than two (2) hours and the second list will be for overtime of over 2 hours.
4. A short term overtime is defined as a minimum of 1 hour or actual time worked beyond the hour as only drop off or pick up. A Driver shall not be removed from the regular overtime list due to the number of hours worked.
5. Both overtime lists will be voluntary and one will be utilized for short term and the second list will be for overtime trips with a minimum of two (2) hours.
6. All assignments and cumulative lists (with tallies) will be posted on the bulletin board in the Transportation office.
7. Drivers receiving permanent fixed overtime will not be eligible for either overtime list.
8. All lists will be set up in seniority order and assigned on a rotating basis.
9. Drivers will maintain their position on the list when trips are cancelled or if they are absent.
10. Drivers will not have to make up trips when absent for two weeks or more.
11. Field Trip assignments will be posted on Thursday the week before the trips are to occur. (Week being Monday-Sunday.)

12. Overtime assignment will begin on Friday for the following week. (Week being Monday-Sunday.)
13. Drivers will be contacted by radio or phone (if absent that day) by 9:00 a.m. Drivers will have 2 hours to respond to the dispatch desk to accept or decline available overtime.
14. Drivers contacted after 9:00 a.m., by radio or phone, will have 2 hours to respond to the dispatch desk to accept or decline available overtime.
15. It is the driver's responsibility to be available, or respond, by phone and radio. Messages will be left on any phone numbers supplied by the driver.

## **Article 15**

## **FRINGE BENEFITS**

### **A. HEALTH INSURANCE**

During the term of this agreement the health benefits program for eligible bus drivers will be consistent with the base health benefits program (SEHBP Direct 15) of other groups in the District. During the term of this agreement any cost to the employee for health benefits will be consistent with the cost of health benefits of other groups in the district. Contributions to healthcare shall be consistent with the Chapter 78 – Tier 3 contribution rate plus 75% of the difference between the contribution rates of Tiers 3 and 4, in lieu of Chapter 78 Tier 4. For all employees that are covered under the EHP or GSHP, those contribution levels shall be consistent with the provisions of Chapter 44.

Prescription Plan is the following three tier co-pays: \$3- Generic; \$10- preferred brand; \$25- non-preferred brand and Mail Order- \$6- Generic; \$20- preferred brand; \$50- non-preferred brand.

The Utilization Management Program shall be the Advantage Plus Program.

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

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

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

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

## **Article 16**

### **SALARY DEDUCTION/PAYMENT**

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

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

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

#### **B. PAYMENT OF RUNS**

- 1) Drivers shall be paid twice a month for all assigned work as of the opening day of school, as per the pay schedule.
- 2) All monies due drivers for extra work noted on the weekly voucher system will be paid according to the District's pay schedule.
- 3) A reasonable attempt will be made to reimburse drivers for legitimate petty cash expenditures within two working days of request.
- 4) All hourly drivers hired before September 1, 2021, will be guaranteed at least 30 hours of work per week.
- 5) Only full time employees, who are covered by this contract, who work 30 hours or more will be eligible for Health Benefits



## **Article 17**

## **MISCELLANEOUS PROVISIONS**

- A. Whenever any notice is required to be given to either of the parties to this agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
  - 1) If by Association, to the Board at 163 Monmouth Road,  
Oakhurst, New Jersey
  - 2) If by Board, to Association at the home of the lead representative who  
shall be required to keep his/her address on file with the Board Secretary.
- B. Copies of this Agreement shall be reproduced at the expense of the Board after agreement with the Association within thirty-days (30) after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed or considered for employment by the Board.
- C. All drivers may be required to attend professional meetings, but not more than twice a month to include all make up sessions and on-line trainings, unless an emergency exists as determined by the Superintendent. Such meetings shall be scheduled for mid-day unless an emergency exists as determined by the Superintendent. All drivers will be paid for all meetings and online training. No meeting will exceed two hours unless an emergency exists as determined by the Superintendent.
- D. Only medically trained people will be responsible to administer and/or monitor any medically necessary equipment and/or medications for any passengers.
- E. All drivers will recognize the vehicles are the property of the District and will not use them to transport any unauthorized personnel or goods at any time. School vehicles are only to be allowed substantially off route with the prior approval of the transportation supervisor.
- F. Substitutes:
  - 1) Rate of pay for substitute drivers in the Township of Ocean School District.
    - 2021-22 \$21.00 per hour – 29 hours maximum per week for drivers with less than 5 years longevity
    - 2021-22 \$22.00 per hour – 29 hours maximum per week for drivers with 5 years or more longevity
    - 2022-23 \$27.00 per hour – 29 hours maximum per week
    - 2023-24 \$27.68 per hour – 29 hours maximum per week
  - 2) Substitute drivers have no guarantee that they will be selected to fill the next contracted driver opening.
  - 3) Substitute drivers who are offered a contracted driver position are considered “new employees”.

Substitute drivers who are offered a contracted driver position will be placed on the first step of the Hourly Salary Guide.

- G. If available, on or before ten days prior to re-opening of schools, the transportation Supervisor will make available to the Association a list of the bus assignments and run assignments.
- H. Drivers are to be given one week to appeal in writing, their assignments. They will continue to drive the assignment until a decision is reached. Appeal shall be made to the Supervisor. A decision must be made within 30-days of the appeal date.
- I. The Supervisor of Transportation, or his/her designee, shall provide all new contract drivers with sufficient training for them to understand their duties and responsibilities as a Bus Driver. All new contract drivers will be provided a copy of the Association contract and a Bus Driver's Handbook.
- J. During the contract year, bus drivers shall be given the right of first refusal on all extra work before outside contractors are utilized when practical.
- K. When midday runs are available they are to be offered first to a contract hourly driver that does not have a midday run. If the list gets exhausted, it should be given to the covering driver doing the run. If all hourly drivers are being utilized then substitute drivers will be offered by contracted drivers.
- L. When the entire district is closed by the Superintendent or his designee for inclement weather or during a declared state of emergency transportation workers will not be expected to report for work even if out of district schools are opened.

**Article 18**

**CERTIFICATION OF AGREEMENT**

- A. This agreement shall be effective as of July 1, 2021 and shall continue in effect until June 30, 2024. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective representatives and their corporate seals to be placed hereon, all on the day and year first above written.

FOR THE ASSOCIATION:

ATTESTED:

By: Michelle Piscopo 10-28-2022  
Michelle Piscopo Date

ATTESTED:

By: [Signature] 10-28-2022  
Douglas Rhoades Date

ATTESTED:

By: [Signature] 10-28-2022  
Marybeth Kohuloon Date

FOR THE BOARD OF EDUCATION:

ATTESTED:

By: [Signature] 10/31/2022  
Jeffrey Weinstein, Board President Date

ATTESTED:

By: [Signature] 10/31/2022  
Tina Trueba, School Business Administrator Date