

COLLECTIVE NEGOTIATION AGREEMENT

between

ROXBURY TOWNSHIP BOARD OF
EDUCATION

and

ROXBURY BUS DRIVERS GROUP

July 1, 2023 through June 30, 2026

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THIS AGREEMENT made between the **ROXBURY TOWNSHIP BOARD OF EDUCATION** with its facilities in Roxbury Township, New Jersey, party of the first part, hereafter referred to as the "Employer" and **ROXBURY BUS DRIVERS GROUP**, party of the second part, hereafter referred to as the "RBDG," for and on behalf of those designated employees named in Article I, Recognition.

ARTICLE I - RECOGNITION

The Employer recognizes the RBDG as the sole and exclusive collective bargaining representative for all Bus Drivers employed by the Employer, but excluding all substitutes.

ARTICLE II - RBDG REPORTING

Section 1. Once during each membership year covered in whole or in part by this Agreement, the RBDG will submit to the Employer a list of those employees who have not become members of the RBDG for the current membership year.

ARTICLE III - EMPLOYEE RIGHTS

The Employer recognizes the rights of the employees as defined by Chapter 303, Public Laws of 1968, and Chapter 123, Public Laws of 1974, known as New Jersey Employer-Employee Relations Act.

Section 1. Personnel File. Every driver has the right to review his/her personnel folder. Any material placed in the driver's present folder shall be copied to the affected driver. Every driver has the right to make copies of any material in their personnel file.

ARTICLE IV - HOURS OF WORK AND OVERTIME

Section 1. The work year shall consist of ten (10) months.

Section 2. Regular employees shall be assigned a daily work package of at least five (5) hours. The Board shall have full discretion in determining how the packages are configured.

Notwithstanding any other provisions of this Collective Bargaining Agreement, the Director of Transportation shall have the right to reassign work packages, routes, trips and any other assignments based on the needs of the Board as determined in the sole judgment of the Director of Transportation. The reassignment shall not be arbitrary or capricious.

Section 3. All bus drivers shall be paid for days worked in accordance with the Roxbury School calendar plus the holidays noted in Appendix A, Section 2, or if a driver is assigned exclusively to transport students out-of-district, in accordance with the school calendar of a destination school. When an out-of-district school is closed on a day when Roxbury Schools are open, any extra runs available on that day shall be offered first to those regularly employed in-district drivers who are scheduled to work that day and who are available for such assignments followed by regularly employed out-of-district drivers.

Section 3(b). When a bus driver's basic daily work package includes routes from Roxbury and another school district, the Roxbury school calendar and holidays noted in Appendix A, Section 2 will be utilized. On days when Roxbury is open and the driver is not needed for the other school district component of their basic daily work package, the driver shall perform such additional work as assigned by management without additional pay for the time equivalent to the time of the other school district component of their basic daily work package. On days when a driver's primary district calendar school has a non-working day, the time worked for the non-primary school district transportation needs shall be paid at the greater of time worked or 4 hours.

Section 4. Before the start of the school year, bus drivers shall have an opportunity to bid on estimated basic daily work packages on a seniority basis. The Director shall provide estimated basic daily work packages, which shall include a bus and a bus route, before bids are received.

Each estimated daily work package shall include the hours for each basic daily work package (in quarter hour increments) AM start and end times, PM start and end times, including AM pre-check and PM cleaning-up times. These estimates shall not be binding on management. At the same time, drivers may select a permanent daily mid-day run or a permanent daily late run, if such runs are available. Permanent runs will be added as an addendum to the employee's basic daily work package, creating a combo work package. If a senior driver does not take a permanent daily late run, the driver will stay on the list for a permanent daily mid-day run.

Management shall post a list of basic daily work packages at least two (2) weeks prior to the scheduled opening date for Roxbury. In the event another school district's opening date is earlier or later than Roxbury, a separate list of basic daily work packages for that particular school district will be posted at least two (2) weeks prior to its opening and drivers shall bid and be assigned to that particular school district's basic daily work package. Once assigned a driver may not bid for a later posted start of the school year basic daily work package. Management will endeavor to make each list as complete as possible and no posted start of the year bidding list shall be altered during the bidding session. After the completion of the start of the school year bidding process, daily runs and vacant routes shall be posted and bid following the process in Article VII, Section 5.

After the start of the school year, new permanent mid-day or permanent late runs shall be posted for assignment. A permanent run is a run consistently traveling either to or from the same location for twenty (20) consecutive workdays (e.g. new special education student run). If a permanent mid-day or permanent late run assigned as part of a combo work package is no longer necessary (e.g. a student transported to a private out of district school moves out of district), after twenty (20) consecutive workdays the run will be eliminated from the driver's combo work package and the driver shall retain their basic daily work package. Drivers who lose a permanent mid-day or permanent late run shall be placed on a list in order of seniority and be allowed first right of refusal for the next available posted permanent mid-day or permanent late run.

A driver may not apply for a permanent run that will interfere with the already assigned

basic daily work package schedule. If requested, management may deny the request. Once assigned, the driver's basic daily work package will be adjusted accordingly.

Section 5. Extra Work Assignments. Trips, runs, shuttles and emergency work not assigned as part of basic daily work package or combo work package shall be known as extra work assignments. Drivers who wish to be considered for this extra work shall, at the beginning of the school year, sign on to the extra work lists. Any driver shall have the option to delete or add their name to these lists during the school year. Extra work assignments shall, if available, be offered to regular drivers who may pick extra work assignments on a continual rotation basis in order of seniority until the rotation has gone to the bottom and comes back to the top.

Daily Mid-day and Daily Late Run List: Drivers with a permanent mid-day or permanent late-day run shall not be eligible, on days when the driver has a permanent run, for a temporary daily mid-day or late-day run until all eligible drivers have had an opportunity to choose a temporary run. Management shall have the right to pass over the next driver on the daily mid-day or daily late run pick list when the work assignment conflicts with the driver's basic daily work package or combo work package. In such an event, that driver shall remain next on the daily mid-day or daily late run pick list and be offered the next available assignment that does not conflict with the driver's basic daily work package or combo package schedule.

If a mid-day or late run on the pick list becomes available for more than twenty (20) consecutive work days, that run shall then be posted and awarded as a permanent run as part of a driver's basic daily work package in accordance with Section 4 above. A permanent daily mid-day or permanent daily late-run belonging to a driver on leave of absence shall be placed on the daily pick list. If an employee takes over a permanent daily mid-day or a permanent daily late run for eight (8) consecutive weeks from another employee on leave that run shall be temporarily added to the employee's basic daily work package until the original employee returns. Extra work assignments which are posted or offered shall not be changed (e.g. from trip to shuttle) after they have been bid or accepted by the employee.

Section 6. All extra work assignments given out the previous day must be made available for review. A copy shall be filed with the dispatcher. If a driver performing an assigned task for the Department when trips are assigned, the Director of Transportation, or designee, shall make verbal contact with the bus driver to inform them they have received that trip assignment. For the purposes of this Section, a trip offered but refused by a driver shall count as that driver's turn in the seniority rotation.

Section 7. All work packages shall include a fifteen (15) minute period at the beginning and end of the workday for the purpose of vehicle safety pre-check, fueling, cleaning and safety post check. For the purposes of this Section, the workday shall include any newly available trips, runs, shuttles, extra work or emergency work that may be assigned. Such times cannot be added to the time of the trip. Any driver who uses a different vehicle to perform an assignment must be given fifteen (15) minutes before and after their trip for the post check, cleaning and fueling. Drivers shall submit a check slip or vehicle computer safety record for each vehicle used.

- Section 8. When a driver's basic daily work package exceeds five (5) hours or management's pre-school year estimate, the extra time shall be added to the driver's package upon verification and confirmation of the time by management which process shall be completed within eight (8) weeks of the date on which management was given notice of the change by the driver. Adjustments in the basic work package shall be made in fifteen (15) minute increments and shall be reflected in appropriate changes including starting times in the driver's basic daily or combo daily work package. Retroactive changes in the basic daily or combo daily work package schedule time shall be reflected in retroactive adjustments in the basic pay rate for the driver. Drivers shall be notified in writing of the retroactive adjustments. Any dispute is subject to the contract grievance procedure.
- Section 9. If the working time for the driver's basic daily work package at the beginning of the school year is reduced, either because of changes or partial discontinuation, the driver shall maintain the basic daily work package hours with no reduction in compensation. (This does not include permanent mid-day runs or permanent late day runs discontinued for 20 or more consecutive work days). Management has the right to assign the driver any extra work or other transportation-related duties within their regular work day to make up for lost time. The driver shall perform any extra work or other transportation-related duties assigned. Drivers whose runs are discontinued or canceled due to emergency situations shall perform any other runs or transportation-related duties assigned to them within the regular work day at no loss in basic daily work package pay. These assignments shall not be placed on the daily pick list.
- Section 10. Any changes to a bus/van driver's time sheet shall be initialed by the bus/van driver to acknowledge receiving notice of the change.
- Section 11. Trip Cancellations. If a driver is notified of the cancellation of a trip twenty-four (24) or more hours before the scheduled start of the trip, driver(s) can repick another available trip from the trip book. If a trip is canceled less than twenty-four (24) hours before the scheduled start of the trip, a driver will be given two hours of paid time and a repick of an available trip from the trip book. If there are no trips available, the driver will have first pick of the available trips from the trip book. If more than one bus is ordered and assigned to drivers, then one or more buses get canceled after drivers have already shown up for the assignment, the driver who picked the trip first shall have the option of getting two hours of pay, getting a repick and going home (leaving the other driver to take the assignment), or taking the assignment themselves and sending the other driver home with two hours of pay and getting a repick. The trip sheet will show the order in which the drivers picked the assignment, in case of bus cancellation, for multi-bus trips.
- Section 12. Mid-day and Late Runs. During the school year, except in the case of special education or pre-kindergarten runs, if a permanent mid-day or late run becomes available, it shall first be offered to drivers who have been placed on the first right of refusal list pursuant to Art. IV., Sec. 4. If none, the initial available permanent run will be posted for two (2) days. Then it will be offered to drivers based on seniority including those who already have a mid-day or late run in their package. The driver has the option of making a lateral or increase in hours move to the newly available permanent mid-day or late run. If the driver chooses the new permanent mid-day or late run, the driver's former permanent mid-day or late run will be simultaneously posted and offered to the next

driver in rotation by seniority. If the next driver in the rotation passes on the available mid day or late run, the next senior driver in the rotation shall be contacted and offered the run. The transportation department shall continue to simultaneously post vacated permanent runs and contact drivers in the rotation until all the vacated permanent mid-day or late run assignments are filled. Upon completion, the transportation department will post the list of newly assigned permanent mid day and late day runs. If a driver has been awarded a permanent mid-day or late run, that driver is ineligible to pick an additional permanent run until the rotation has gone to the bottom and comes back to them. Any additional runs shall not be added to any driver's package already containing a permanent mid-day or late run unless the driver list has been fully rotated and comes back around to them. Drivers shall not be contacted or offered a newly available permanent mid-day or late day run when the run would conflict with their basic daily work package schedule.

Section 13. Emergency Trip Cancellations. Once an emergency trip is assigned, the emergency trip takes on the characteristics of a trip with regard to paid hours associated with trip or bus cancellation, and the driver's number of emergency trips will not include the count of a canceled emergency trip or bus for the purpose of subsequent selections or assignments.

ARTICLE V - SENIORITY

Section 1. The Employer shall establish and maintain a seniority list of employees with the Roxbury Township Board of Education. The seniority of each employee shall date from the most recent hiring with the Employer. Seniority shall apply to regular employees only, excluding substitutes. A seniority list will be sent to the RBDG once a year.

Section 2. Seniority shall be defined as the continuous length of employment of the employee with the School Board from his/her date of last hire.

Section 3. Seniority shall prevail in the matter of selection of a daily basic run, a midday run, a late run, a shuttle, trips (extracurricular and athletics), and layoffs provided that qualifications and ability, as determined by the School Board, are equal

Section 4. An employee shall lose their seniority rights for any one of the following reasons:

- a. If an employee resigns or is terminated from employment; or
- b. Is discharged for proper cause; or
- c. Does not return to work in 72 hours when recalled unless excused for illness or other valid reason; or
- d. Is absent for two (2) or more consecutive days or shifts without notifying dispatch or other superior, unless the employee can establish that it was impossible to so notify dispatch or other superior; or
- e. Is laid off for at least twelve (12) months; or

- f. Is absent due to a disabling accident or illness extending beyond eighteen (18) consecutive months with Board approval; or
- g. Leaves the bargaining unit for a period of at least three (3) months to accept jobs excluded from the bargaining unit; or
- h. Failure to report to work or recall after layoff. Recall shall be made by registered mail to the last known address in the files of the Roxbury Township Board of Education. Failure to respond within five (5) days shall be deemed to be a resignation.

ARTICLE VI - FORCE REDUCTION

Section 1. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Employer within the job occupation involved. The employee with the least seniority shall be laid off first. In the re-hiring, the employee with the most seniority shall be re-hired first.

Section 2. The employees involved in any layoff shall receive thirty (30) days notice.

Section 3. Nothing in this Article shall be held to limit the right of the Employer to reduce the number of employees employed in the District whenever, in the judgment of the Employer, it is advisable to abolish any such positions for reasons of economy, or because of reduction in the number of pupils, or for any other just cause upon compliance with the provisions of this Article.

ARTICLE VII - JOB VACANCIES, TRANSFERS, AND NEW JOBS CREATED

Section 1. If new jobs are created, if vacancies occur in a higher-rated position, or promotions are to be made and if two or more equally qualified employees apply for such position or promotion, seniority, evaluations and job performance shall be a factors to be considered in the selection of employees to fill such positions before any new employees are hired.

Section 2. The Employer agrees to post a notice of such new jobs, vacancy, or promotion on the bulletin board for five (5) working days. Such notice shall contain a description of the job, the rate, and when the job will be available. Anyone interested, in order to be eligible, must follow the Board's application process.

Section 3. The successful applicant within the RBDG shall be notified in writing of the employee's acceptance by the Employer within ten (10) workdays of such acceptance. If there are not successful applicants within the RBDG, the Employer may appoint or hire to fill such jobs.

Section 4. Employees may meet to discuss their transfer with their immediate supervisor on an informal basis. The employee recognizes the fact that the right to transfer an employee is a management right.

Section 5. Posting and Bidding of Basic Daily Work Package Vacancies: After the start of the school year, basic daily work packages that become available will be posted for five (5) working days based on the Roxbury school calendar for drivers to bid on a seniority basis. Only drivers who would experience an increase or decrease in basic daily work package hours will be eligible to bid on available basic daily work packages. Drivers will be notified by email within one working day of the posting.

ARTICLE VIII - SALARIES-COMPENSATION-ETC.

Section 1. Extracurricular trips will be paid at the bus driver's regular rate of pay.

Section 2. Drivers shall receive their full pay rate for taking vehicles to repair facilities.

Section 3. Incllement Weather Pay. On days when school is canceled because of inclement weather, the drivers are to be notified before 6:00 a.m. Drivers who report to work because they are not notified prior to 6:00 a.m. will be paid for one hour at their rate of pay.

Section 4. When there is an early dismissal at any school for anything other than weather related, i.e., conferences, mid-terms, and a driver covers an early out along with their noon time run, the driver will be paid for additional time needed.

Section 5. After an average running time has been established, out of town runs will be paid according to the average length of run plus pre-trip inspection and fueling and cleaning time pursuant to Article IV, Section 7.

Section 6. Unless paid at overtime rates (because the employee has worked over forty (40) hours) all time worked shall be paid at the driver's regular rate stated in Appendix A, Section 1.

Section 7. Extra Work Assignments outside of basic daily work packages or combo work packages shall be paid at the hourly rate set forth in Appendix A, Section 1. Hours worked in excess of forty (40) hours in a week shall be compensated at time and a half rate.

Section 8. Any bus driver who has actually worked 91 or more days in a school year shall be given full credit for one (1) year service towards the new salary for the following year.

Section 9. Any compulsory training programs or meetings, such as defensive driving, first aid, orientation meetings, etc. (list to be set up by the Transportation Director), shall be paid at the bus/van driver's hourly rate.

Section 10. The Board of Education will pay each bus driver the hourly rate for court attendance when the driver appears in court on behalf of the Board of Education and when such attendance takes place after the employee's regular working day.

Section 11. Medical Expenses. The Board of Education shall pay for the medical examination of those bus drivers who have been employed as regular drivers within our system for more than one (1) year. The medical examination shall be performed by the Board-approved physician(s). Their recommendation that the applicant is physically and medically fit to operate a school bus or transportation vehicle will be necessary for

employment. This is to include any said requirements made from State and Federal requirements.

- Section 12. All employees will be paid in accordance with the salary guides noted in Appendix A, Section 1.
- Section 13. The Board agrees that there will be one (1) or more courses per year scheduled for safety courses. Employees will be paid in accordance with Appendix A, Section 1.
- Section 14. Fingerprinting. The Board will reimburse all bus/van drivers the current cost of fingerprinting.
- Section 15. Summer Cleaning and Garage Work. The rate for summer cleaning of buses and vans, as well as garage work shall be paid at the rate in Appendix A, Section 3. Driving a bus or van off school property will be paid at the bus driver's hourly rate.
- Section 16. Extra Work. The Board and the RBDG agree that the Board has the right to determine the type of extra work, for example trip, shuttle, run, etc. Extra work shall be paid at the greater of time worked or four (4) hours on a non-working day. Midday extra work, on a working day, shall be paid at the greater of one (1) hour or time worked, from start time through end time. Late extra work, on a working day, performed after PM package hours, shall be paid the greater of one (1) hour or time worked from end of package hours through extra work end time. Extra work that occurs between the hours of 8:00 p.m. and 6:30 a.m. shall be subject to a pay differential as stated in Appendix A, Section 4.
- Section 17. Breakdown Delays. If a breakdown causes a driver to be delayed beyond his/her normal basic daily work package time, the driver shall be compensated for the extra time at the driver's hourly rate in Appendix A, Section 1.
- Section 18. Orientation Day. Transportation of pupils to and from school shall be paid at the hourly rate.
- Section 19. If a shuttle has more than two (2) hour time period from the time of drop off to the time of pick up, the driver is paid a minimum of two (2) hours, including driving time; provided that, this minimum shall not apply if the driver performs other paid work for the school district during the time between drop off and pick up.

ARTICLE IX - NON-DISCRIMINATION

It is agreed that the parties hereto will continue their present practice of non-discrimination against any employee because of race, color, creed, religion, nationality, or sex. Pursuant to Chapter 123, Public Laws of 1974, the Employer agrees that every employee shall have the right freely to join, organize and support the RBDG and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising governmental power under the Laws of the State of New Jersey, the Employer agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the

enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, and that it shall not discriminate against any employee by reason of his/her membership in the RBDG and its affiliates.

It is mutually agreed that the RBDG will not deprive or coerce any employee, directly or indirectly, from enjoyment of any rights conferred by this Agreement and/or Chapter 303, Public Laws of 1968 and Chapter 123, Public Laws of 1974.

ARTICLE X - GENERAL REGULATIONS CONCERNING LEAVES OF ABSENCE

Section 1. Should leave of absence for a full school year be granted an employee, it shall be necessary for such employee to notify the Superintendent or designee on or before April 1st prior to the expiration of such leave whether said employee intends to return to his/her former position. In all other instances involving leave of absence, it shall be necessary for the employee on leave to notify the Board Secretary no later than one (1) month prior to the expiration of such leave whether said employee intends to return to his/her former position. In the event the Board Secretary is not so notified, the Employer shall have no obligation to return said employee to his/her employment. The Employer shall have the right to fill a vacancy on a temporary basis which is created by granting an employee a leave of absence.

Section 2(a). All requests for unpaid leaves of absence of more than three (3) working days during a time that school is in session shall be made by an employee to his/her immediate supervisor at least four (4) weeks prior to the scheduled leave. It is understood that all leave requests shall be reviewed by the Board of Education for approval. In this regard, when the issue of granting or denying leave is raised in the public session of the Board meeting, the reason for the leave shall only be divulged on the resolution as for "personal reasons." All decisions on requests for leaves of absence without pay during a time that school is in session shall be made by the Board at their next regular meeting or work session following the submission of the request for leave.

Section 2(b). The Board of Education and the RBDG agree to comply with the provisions of the State and Federal Family Leave Act (FMLA). If an employee request FMLA on days when school is in session to care for a member of their immediate family, the employee shall submit acceptable medical evidence in writing substantiating the illness of the family member, if requested by the Board.

ARTICLE XI - SICK LEAVE

Section 1. Full time employees shall be allowed, without deductions from salary, ten (10) sick leave days per year. Unused sick leave is accumulative.

Section 1(a). Unused sick time shall be accumulated and all unused days shall be paid at the time of retirement, death or layoff to the bus driver, not to exceed \$10,000 as follows:

- i. If at the time of retirement, death or layoff, the employee has less than ten years of service in the District, said employee shall be paid for accumulated unused sick time at the rate stated in Appendix A, Section 5;

- ii. If at the time of retirement, death or layoff, the employee has ten years or more of service in the District, said employee shall be paid for unused accumulated sick time at the rate stated in Appendix A, Section 6;
- iii. If the employee dies while employed, his/her beneficiary or estate shall receive the accumulated sick leave payment.

Section 2. An employee is entitled to one (1) day of sick leave with pay for each full month of employment in the first year of his/her employ.

Section 3. Prolonged Absence beyond Sick Leave Period. When absence, under the circumstances described in Section 5 of this Article, exceeds the annual sick leave and the accumulated sick leave, the Board of Education may pay any such person each day's salary less the pay of substitute, if a substitute is employed, or estimated cost of the employment of a substitute, if none is employed, for such length of time as may be determined by the Board of Education in each individual's case.

Section 4. No employee shall lose accumulated allowance of unused days of sick leave by reason of having been on leave of absence, nor shall the employee accumulate any additional days of allowance during the leave of absence.

Section 5. Definition of Sick Leave. Sick leave is hereby defined to mean the absence from his/her post of duty, of any person because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such disease in his/her immediate household.

Section 6. In addition, sick leave shall also be defined for any absence or illness requiring a visit to a doctor or dentist. The Board will not arbitrarily or capriciously request a doctor's note from a bus driver in accordance with N.J.S.A. 18A:30-4.

ARTICLE XII - ABSENCE FOR PERSONAL REASONS

Section 1. The employee shall be entitled to five (5) days leave per year, with pay, for absence due to personal reasons. Application to the Employer or designee for personal leave shall be made at least two (2) days before taking such leave except in the case of unforeseen emergencies. The employee shall not be required to state the reason for taking personal leave.

Section 2. Unused personal days shall be accumulated and converted into sick days.

Section 3. Three (3) days bereavement leave shall be available to attend funeral services for each death in the immediate family or immediate household. Immediate family is defined as including exclusively the following relatives of the employee: mother, father, grandparents, brother, sister, mother-in-law, father-in-law, spouse, child, grandchild, sister-in-law, brother-in-law, registered domestic partner or civil union partner, and persons living in the immediate household.

An additional two (2) bereavement days (for a total of 5 days) may be taken for the

following relatives of the employee: parent, spouse, registered domestic partner or civil union partner, child, or grandchild.

Section 4. A full time bus/van driver who does not use any personal or sick days for the entire contract year shall receive merit bonus stated in Appendix A, Section 7.

ARTICLE XIII - ABSENCE FOR COURT APPEARANCE OR JURY DUTY

Section 1. Absences from work by reason of a subpoena or summons issued by any Court shall be allowed, with full pay, provided the subpoena or summons is recorded with the Board Secretary's Office and the Court action arises out of or in the course of the employee's employment. This provision shall not apply to absences due to any employee's pursuing a Worker's Compensation claim or any other claim against the Board of Education. Such actions shall be without pay.

Section 2. Should an employee be required to serve on jury duty, the Board Secretary shall be notified and said employee shall suffer no loss of pay or time while so serving. All full-time employees shall be entitled to receive from the Employer his/her usual compensation for each day he/she is required to serve jury duty less the amount of per diem fee paid by the Court.

ARTICLE XIV - RIGHTS AND PRIVILEGES OF RBDG

Section 1. The Employer agrees to furnish to the RBDG or its representatives in response to reasonable requests from time to time, available public information.

Section 2. Whenever any representative of the RBDG or any bus driver employee participate during work hours in grievance proceeding, conferences, or meetings with the approval of the Board Secretary, he/she shall suffer no loss in pay. In ease of emergency, oral approval shall be sufficient, providing that written confirmation follows within three (3) days. Negotiations are excluded.

Section 3. The RBDG and its representatives shall be granted use of school buildings at reasonable hours for meetings, provided prior written approval is obtained from the Board Secretary or designee.

Section 4. The RBDG shall have the right to use the school inter office mail facilities providing it obtains authorization from the Board Secretary and such use does not conflict with the normal school mail operations. A copy of any such mail shall be filed with the Board Secretary prior to being placed in the school mail facilities.

Section 5. The officials or any authorized representative of the officials of the RBDG shall be permitted admission to the Employer's facilities at reasonable hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto, or for assisting in the adjustment of grievance. The officials or representatives of the RBDG shall notify the Employer upon their arrival.

- Section 6. RBDG shall have the privilege to use office equipment, related to RBDG activities, when such equipment is not otherwise in use, with permission of the administrator, provided this will not interfere with or interrupt normal school operations. RBDG will furnish all material and supplies to be used.
- Section 7. Management will notify each RBDG representative in writing of any policy changes. All notifications shall be dated and signed.
- Section 8. The Board shall provide bulletin board space for the posting of RBDG notices to its members. Every notice so posted shall bear the name of the person or organization responsible for it; and a removal date.

ARTICLE XV - VETERANS RIGHTS AND BENEFITS

- Section 1. Board will follow all veteran's rights law, such as USERRA of 1994.
- Section 2. The Employer agrees to allow the necessary time for any employee in the Reserves to perform the duties required when called without impairment to said employee's seniority rights and shall pay the difference between such service pay and regular daily hours not exceeding 8 hours for scheduled working time lost.
- Section 3. The Employer agrees to pay an employee for all reasonable time involved in reporting for a physical examination for induction into military service.

ARTICLE XVI - GRIEVANCE PROCEDURE AND ARBITRATION

- Section 1. Any difference or dispute between the Employer and the RBDG relating to the terms and provisions of this agreement or its interpretation of application or the enforcement thereof affecting the terms and conditions of employment, shall be subject to the following procedure which shall be resorted to as the sole means of obtaining adjustment of the dispute, which shall thereafter be referred to as a "grievance." A grievance to be considered under this procedure must be initiated by the Employee through an informal meeting with the designated supervisor, within ten (10) working days from the time when the employee knew of its occurrence.
- Step 1. Within ten (10) working days from its occurrence, a bus driver with a grievance shall discuss it with the Transportation Director ("Supervisor") either directly or through an RBDG designated representative in an attempt to resolve the matter informally. If the matter is not resolved through informal discussion, the grievant has five (5) working days from the date of the informal discussion to submit a written grievance to the Supervisor. The Supervisor will provide a written decision to the bus driver within five (5) working days from receipt of the bus driver's written grievance.
- Step 2. If, as a result of the discussion with the Transportation Director the matter is not resolved to the satisfaction of the bus driver, then such grievance shall be reduced in writing and the RBDG shall serve same upon the

Superintendent or designee no later than five (5) working days following the meeting with the Transportation Director.

Step 3. No later than ten (10) working days thereafter, the grievance shall be discussed between the designated representative of the Employer and a representative of the RBDG. A written decision shall be given to the RBDG no later than five (5) working days thereafter.

Step 4. If the grievance is not resolved to the employee's satisfaction, he/she, no later than five (5) working days after receipt of the Board representative's decision, may request a review by the Board of Education or a Committee of the Board. The Board, or a Committee thereof, shall review the grievance and shall hold a hearing with the aggrieved present, and shall render a decision, in writing, within thirty (30) working days of receipt of the grievance by the Board.

Step 5. In the event the grievance is not satisfactorily settled by the written decision in Step 4, thereafter both parties agree that within fifteen (15) working days either the Employer or the RBDG may request the State of New Jersey, Public Employment Relations Commission, to appoint an arbitrator who shall have full power to hear and determine the dispute and the arbitrator's decision shall be final and binding.

Any timeline within the grievance procedure may be extended by written request by either party and mutual written agreement.

- Section 2. The cost of arbitration, if any, shall be shared equally by the Employer and the RBDG.
- Section 3. No dispute arising out of any question pertaining to the renewal of the Agreement shall be subject to the arbitration provision of this Agreement.
- Section 4. The Arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his/her decisions strictly to the application and interpretation of the provisions of the Agreement and shall be without the power or authority to make any decision.
1. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement, or to applicable law or rules of regulation having the force and effect of law.
 2. Limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.
 3. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Employer to take action complained of, subject, however, to the decision of the arbitrator.

Section 5. Failure at any step in this procedure to communicate with decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step in this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance rendered at that step.

Section 6. It is understood that employees and the Employer shall, notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Employer until such grievances and any effect thereof shall have been fully determined.

ARTICLE XVII - NEGOTIATIONS OF SUCCESSOR AGREEMENT

Section 1. Deadline Date. The parties agree to enter into collective negotiations over as successor Agreement in accordance with Chapter 123, Public Laws of 1974, in good faith effort to reach agreement on all negotiable matters concerning the terms and conditions of bus driver employment. Such negotiations shall begin no later than December 1st or a mutually agreed upon date of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all bus driver employees, be signed by the Board and the RBDG and be represented to both parties for ratification.

ARTICLE XVIII - INSURANCE

The Board shall provide the health care insurance designated as follows:

1. To be eligible for health care insurance an employee must work twenty-five (25) or more hours per week on a regular basis.
2. Effective July 1, 2017, bus driver may only enroll in the Omnia 3 Plan includes medical, and prescription benefits.

If a bus driver wants to purchase a medical plan offered by the Board other than the Omnia 3 Plan, the Bus Driver will be required to pay the difference in premiums between the Omnia 3 Plan and the medical plan selected by the Bus Driver. Chapter 78 Bus Driver (employee) premium payments shall be based on the premium cost of the Omnia 3 Plan. The Bus Driver will pay the full difference in the premiums between the selected medical plan and the Omnia 3 Plan.

3. Bus driver payments toward health benefits will be paid through payroll deductions in twenty (20) equal payments between September and June whether the individual is a ten (10) or twelve (12) month employee.
4. The total premiums paid by the bus driver shall be not less than the bus driver's employee payments under Tier 4 of Chapter 78.
5. If a bus driver is granted a leave of absence without pay, the bus driver may continue coverage under the health benefits program for a period of three (3) months following the end of the month when the bus driver's name was removed from the payroll. In order to continue this

coverage, the bus driver, by personal check, must pay the employer the TOTAL premiums that are required, which includes the single contract cost plus dependent premiums, if any.

6. Participating bus driver will be required to pay 50% of the increased payment charged for dental coverage, effective 1983/1984 school year. New Jersey Dental Service Plan-Plan 11-B Super composite with Ortho I-effective April 1, 1983.
7. Bus drivers may waive health insurance coverage upon submission of proof that they have coverage from other sources. If a bus driver elects to opt out of medical coverage, the Board shall pay bus drivers the following rates: Single \$2,000; Bus Driver/Spouse \$2,700; Parent/Child \$2,300; Family \$3,000. The Board agrees to set up an Optional S 125 Plan.
8. Should the Board require a physical examination of a bus driver, the Board shall assume the cost of said physical examination. The physical examination shall be performed by the school physician or his designee.
9. Should the cost of a health insurance plan exceed the threshold for the Patient Protection and Affordable Care Act ("PPACA") Excise Tax (as implemented and known as the Cadillac Tax), or any successor Act or Law, the Board, upon thirty (30) days' notice to the RBDG, shall implement a new plan design that will not require an excise tax payment pursuant to the PPACA. The Board shall not offer a health insurance plan that requires an excise tax payment.
10. Should the Board decide to change insurance carriers, the new carrier shall provide benefits which are substantially similar to the benefits provided by the previous carrier.

ARTICLE XIX - SAVINGS CLAUSE

If legislation, administrative agency order or court decree renders any provision in this agreement invalid, the remainder of this agreement shall not be affected.

ARTICLE XX - MODIFICATION

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 XXI - MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the Employer 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 direct employees of the school district: to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duty because of lack of work or for other legitimate reasons; to maintain efficiency of the school operations entrusted to them; to determine the methods, means and personnel by which such operations are to be conducted; and to establish reasonable work rules; and to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE XXII - FULLY BARGAINED CLAUSE

This agreement incorporates the entire understanding of all issues covered or could have been covered and provided for. During the term of this agreement, neither party shall be required to renegotiate issues for the covered period. The agreement shall not be modified in whole or in part except in writing and duly executed, by the Employer and the RBDG.

ARTICLE XXIII - MISCELLANEOUS PROVISIONS

- Section 1. No employee shall make or be requested to make any agreement, or to enter into any understanding, inconsistent or conflicting with the terms of this Agreement.
- Section 2. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.
- Section 3. Fueling of Vehicles. As is the present practice, all drivers shall continue to fuel their vehicles.
- Section 4. Announcing New Rules. To the extent that doing so will not infringe on the rights, authority, duties and responsibilities of the Board to administer the School District, every effort will be made to announce in advance proposed new rules or modifications of existing rules governing working conditions before they are established. The Board may discuss these changes with the RBDG prior to implementation.
- Section 5. Reserved.
- Section 6. Ticket/Summons. Any summons/ticket issued by a police department, other law enforcement agency, or the New Jersey Motor Vehicle Commission to a driver shall be the responsibility of the driver and shall be paid by the driver. The Board reserves the right to take disciplinary action against the driver for the summons/ticket including but not limited to suspension or termination.
- Section 7. Meetings. At the end of each meeting or training session, the Administration will post the start and end time of the meeting.
- Section 8. All drivers shall be probationary for a period of ten (10) full contractual months following the date a driver first commences employment as a driver with the Employer (e.g. ten-month drivers commencing employment on September 21, probationary period will end on September 20 the following year; if February 1 start date, probationary period will end on January 31 the following school year). During the probationary period driver training will occur. Drivers' evaluations will be scheduled on or about their 3, 6, and 10-month employment anniversaries.

ARTICLE XXIV - DURATION OF AGREEMENT


This Agreement shall be effective as of July 1, 2023 and shall continue in effect until June 30, 2026. No salary increments shall be paid at the conclusion of the negotiated CBA unless specifically negotiated and agreed to and signed by the parties.

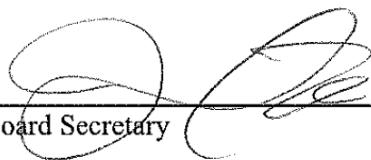
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers as of the 15 day of DECEMBER, 2023.

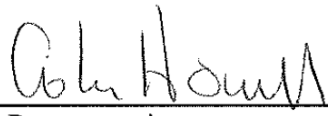
ROXBURY TOWNSHIP BOARD OF EDUCATION


ROXBURY BUS DRIVERS GROUP

By 
President

By 
Representative

Attest 
Board Secretary

By 
Representative

By 
Representative

APPENDIX A**Section 1. Drivers Hourly Rate**

Step	Current Rate	2023-2024	2024-2025	2025-2026
5	36.77 →	37.49 →	38.12 →	38.82
4	35.51 ↗	35.51 ↗	35.51 →	37.51
3	32.23 →	32.90 ↗	32.90 →	34.90
2	30.21 →	30.93 ↗	30.94 →	33.02
1	28.25 →	28.97 ↗	X	X

The employer has discretion to determine the initial starting hourly rate, from the salary guide, of new hired bus drivers. Higher rates may be offered due to a candidate's prior experience or market demands. The candidate can be placed at any step of the guide of that year.

The employer may choose to move all the drivers of any given step up the guide to meet market demands.

2023-2024	3.1% increase to the salary guide, inclusive of increment
2024-2025	3.3% increase to the salary guide, inclusive of increment
2025-2026	3.3% increase to the salary guide, inclusive of increment

All negotiated increases shall be retroactive to July 1, 2023.

Annual percentage increase is inclusive of increment.

No vertical movement shall occur on the guides after July 1, 2024 under this Agreement and until mutually agreed upon in a successor agreement.

Section 2. Paid Holidays

Thanksgiving Day
 Christmas
 New Year's Day
 Memorial Day

Section 3. Summer Cleaning and Garage Work

\$25 per hour

Section 4. Extra Work Assignment Differential Pay (8:00 p.m. - 6:30 a.m.)

\$4 per hour

Section 5. Unused Accumulated Sick Pay, Less than 10 Years

\$22 per day

Section 6. Unused Accumulated Sick Pay, 10 Years or Greater

For 1-200 days	\$30 per day
For 201 days and above	\$35 per day

Section 7. Merit Bonus

\$500

Section 8. Flex Driver Annual Stipend

Each driver who is assigned and serves as a flex driver during the time period from September through June shall receive an annual stipend of \$750, prorated and payable on a monthly basis during that time period.