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Agreement Between
THE PEMBERTON TOWNSHIP BOARD OF EDUCATION
and
THE PEMBERTON TOWNSHIP BUS DRIVERS ASSOCIATION

Covering the Period

July 1, 2023

To

June 30, 2027

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ARTICLE I
RECOGNITION

A. The Board hereby recognized the Association as the exclusive collective bargaining representative within the purview of Chapter 123, of P.L. 1974, for the negotiations concerning the terms and conditions of employment for Bus Drivers, Contracted Substitute Bus Drivers, Vehicle Mechanics, Mechanic's Helpers, Driver Trainer(s), and Bus Attendants.

B. Unless otherwise indicated, the term "employees" when used hereinafter in this Agreement shall refer to all employees represented by the Association and shall refer to all employees defined.

C. Unless otherwise indicated, the terms "drivers" and "bus drivers" when used hereinafter in this Agreement shall refer to both regularly contracted bus drivers and contracted substitute bus drivers.

ARTICLE II
NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, P.L. 1968, as amended by Chapter 123, P.L. 1974, in a good faith effort by both sides to reach continuing agreement no only on salaries but also on all other conditions of employment. They will attempt to meet by December of the school year in which the current agreement is to expire. Any agreement so negotiated shall apply to all members of the bargaining unit and shall be reduced to writing and signed by all parties.

B. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable to the effective date of this Agreement to employees covered by this Agreement shall continue to be so applicable during the term of the Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied as to eliminate, reduce, or otherwise detract from any employee's benefits existing prior to its effective date.

C. This Agreement incorporates the entire understanding of parties in all 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 and executed this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. The Board agrees not to negotiate concerning said employees in the bargaining unit, as defined in Article I of this Agreement, with any other organization than the Association for the duration of this Agreement.

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

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ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions and Purpose

1. The term "grievance" means a claim by any employee covered by this Agreement that, to him/her, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affect said employee.

2. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of said employees. Both parties agree that these proceedings will be kept and informal and confidential as may be appropriate at any level of the procedure.

B. Representation

1. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in his/her appeal. A minority organization shall not have the right to present or process a grievance.

2. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

3. Any employee shall be entitled to the assistance of an Association representative at all steps of the grievance procedure. An employee shall not lose pay for time spent during regular working hours participating in the steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees during any step of the grievance procedure, such employees shall not lose pay for such time.

4. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives and witnesses heretofore referred to in this article.

C. Procedure and Timelines

1. Level 1

   a. An aggrieved employee shall institute action under the provisions hereof within thirty (30) work days of the occurrence complained of or within thirty (30) work days after he/she would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) work day period shall be deemed to constitute an abandonment of the grievance.

   b. An employee shall first discuss his/her grievance orally with the immediate supervisor. Where the immediate supervisor is below the rank of Transportation Coordinator, the Transportation Coordinator shall be notified and shall have the right to be present at and to participate in said meeting. An oral decision shall be rendered within ten (10) work days of said meeting.

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2. Level 2
    a. If the oral decision does not resolve the grievance to the employee's satisfaction, the employee may submit the grievance in writing to the Transportation Coordinator. The written grievance will include the following information:

        i. summary of the grievance;
        ii. policy, agreement, or administrative decision allegedly misinterpreted or violated;
        iii. the result of the informal discussion (if any).

    b. The Transportation Coordinator will render a written decision within five (5) work days from the receipt of the written grievance.

3. Level 3
    a. If the written response does not resolve the grievance to the employee's satisfaction, the employee may submit the written grievance to the Business Administrator within five (5) work days from receipt of the written response.

    b. A copy of the written grievance shall be furnished to the Transportation Coordinator.

    c. Within ten (10) work days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Business Administrator shall hold a meeting at which all parties in interest shall have the right to be heard.

    d. Within ten (10) work days of said meeting (unless a different period is mutually agreed upon), the Business Administrator shall, in writing, advise the employee and the Association of his/her determination and shall forward a copy of said determination to the Transportation Coordinator.

4. Level 4
    a. If the written response from the Business Administrator does not resolve the grievance to the employee's satisfaction, the employee may submit the written grievance to the Human Resources Director within five (5) work days from receipt of the written response.

    b. A copy of the written grievance shall be furnished to the Business Administrator and the Transportation Coordinator.

    c. Within ten (10) work days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Human Resources Director shall hold a meeting at which all parties in interest shall have the right to be heard.

    d. Within ten (10) work days of said meeting (unless a different period is mutually agreed upon), the Human Resources Director shall, in writing, advise the employee and the Association of his/her determination and shall forward a copy

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of said determination to the Business Administrator and to the Transportation Coordinator.

5. Level 5
   a. If the written response from the Human Resources Director does not resolve the grievance to the employee's satisfaction, the employee may submit the written grievance to the Superintendent within five (5) work days from receipt of the written response.

   b. A copy of the written grievance shall be furnished to the Business Administrator, the Human Resources Director, and the Transportation Coordinator.

   c. Within ten (10) work days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a meeting at which all parties in interest shall have the right to be heard.

   d. Within ten (10) work days of said meeting (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and the Association of his/her determination and shall forward a copy of said determination to the Human Resources Director, the Business Administrator, and the Transportation Coordinator.

6. Level 6
   a. In the event of the failure of the Superintendent to act in accordance with the provisions of Section C.5.c. and d., or in the event a determination by him/her in accordance with the provisions thereof is deemed unsatisfactory by the aggrieved employee, within ten (10) work days of the failure of the Superintendent to act, or within ten (10) work days of the determination by him/her, said employee may appeal to the Board of Education. The appeal must be in writing and be submitted to the Superintendent.

   b. The appeal must include the written grievance, all responses, and a statement in writing setting forth the grievant's dissatisfaction with the Superintendent's action. Copies of all documentation shall be furnished to all parties affected, including the Superintendent.

   c. If the grievant, in his/her appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted; or the Board may, on its own motion, conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies of these materials shall be provided to the other party who shall have the right to reply thereto. Where the grievant requests in writing a hearing before the Board, a hearing shall be held no later than the second regularly-scheduled Board work session (unless a different period is mutually agreed upon) from the date the Superintendent receives the written appeal to the Board.

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d. The Board shall make a determination within thirty (30) work days from the hearing or its consideration of the grievance and shall, in writing, notify the employee, the Association, the Transportation Coordinator, the Business Administrator, the Human Resources Director, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

7. Level 7

a. In the event an employee is dissatisfied with the determination of the Board, he/she shall have the right to appeal the grievance to the next level. Notice of intention to proceed to binding arbitration shall be made no later than fifteen (15) work days following the Board's determination which is being appealed. Failure to file within said time period shall constitute a bar to such arbitration unless the Association and Board shall mutually agree upon a longer time period within which to assert such a demand. Only the parties signatory to this Agreement shall have the right to proceed to arbitration, and said right shall not accrue to an individual. All arbitration shall be conducted pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, P.L. 1968.

b. The arbitrator's decision shall be in writing and shall set forth his/her findings of facts, reasoning, and conclusions on the issue submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall not have the power to alter, amend, or revise any provision of this Agreement.

c. In the event that a grievance is taken to arbitration, the compensation and expenses of the impartial arbitrator shall be borne by the losing party. The cost of any transcript shall be borne solely by the party requesting it.

d. The following matters shall not be arbitrable:

i. the failure or refusal of the Board to renew a contract of a nontenured employee;
ii. matters where a method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education or the State Board of Education;
iii. matters where the Board is without authority to act;
iv. matters involving the statutory or discretionary powers of the Board.

D. Procedures - General

1. In the event a grievance arises which affects a group of employees, the Association may initiate the grievance procedure at Level 3 (Section C.3. of this Article). The Business Administrator shall be advised of the names of all employees involved.

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2. Any step(s) of the grievance procedure may be bypassed with mutual agreement of the parties.

3. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

E. No Reprisal

1. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.

2. No reprisals of any kind shall be taken by the Board, by any member of the Administration, or by any member or representative of the Association, against any party, witness, or representative in the grievance procedure by reason of such participation.

ARTICLE IV
EMPLOYEE RIGHTS

A. Pursuant to Chapter 123, P. L. 1974, and its amendments, the Board hereby agrees that every employee employed by the Board shalt have the right to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, P. L. 1974, and its amendments, other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates.

B. Participation in any activities of the Association and its affiliates, including collective negotiations with the Board or his/her institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.

C. No employee shall be disciplined, reduced in rank or compensation, or deprived of any professional advantage, or non-renewed without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the provisions of the grievance procedure under Article III, except as provided otherwise in Section C.7.d.

D. Whenever any employee is required to appear before the Superintendent, or Board, or any committee, or member thereof concerning any matter which could result in the termination of employment of that employee, then he/she shall be given prior notice (which, upon request of the employee, will be in written form) of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent

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him/her during such meeting or interview. Any suspension shall be with pay until formal action of the Board of Education. Disciplinary suspensions not involving termination may be without pay to the extent permitted by law.

1. After three (3) years of continuous service, employees may appeal disciplinary determinations including termination, non-renewal/discharge through Article III to binding arbitration.

2. Employees hired after November 20, 2008 may appeal disciplinary determination including termination, non-renewal/discharge through Article III, to binding arbitration after four (4) years of continuous service.

3. Employees hired after January 26, 2012 may appeal disciplinary determination including termination, non-renewal/discharge, through Article III, to binding arbitration after five (5) years of continuous service.

E. Motor Vehicle Violations Policy
Drivers are subject to progressive discipline policy for motor vehicle violations which occur within a two-year period while driving a school bus. All discipline is based on conviction and subject to the grievance procedure.

1. Speeding:

a. 6-10 mph

First Offense:	Written Reprimand
Second Offense:	1-day suspension without pay
Third offense:	5-day suspension without pay

b. 11+ mph

First Offense:	Written reprimand and required attendance for Defensive Driving paid by the BOE
Second offense:	5-day suspension without pay
Third offense:	Discipline

2. Other Moving Violation:

First offense:	Written reprimand
Second offense:	1-day suspension without pay and required attendance for Defensive Driving, paid by the BOE
Third offense:	5-day suspension without pay

F. Employees must comply with the reporting requirements of Section 1.5 (Other CDL Rules) in the Commercial Driver License Manual.

G. Transportation staff will notify the Transportation Coordinator of any moving violation or arrest regarding the function of district equipment or actual operation of their district owned vehicle, or of any summons issued while operating a district vehicle. This should be done within two (2)

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working days. If this interaction occurs on a weekend, the staff member should notify the Transportation Coordinator no later than 8:00 AM of the next scheduled work day.

H. The district will reimburse new employees for payment of physical exam costs and CDL license costs for newly hired bus drivers. The newly hired bus driver will reimburse the district for these costs if employment is severed during the first 12 months of contracted work.

ARTICLE V
DRIVERS' CONTRACTS

A. Basic Contracts

1. The Basic Contract incurs a work day obligation of four and a half (4.5) hours for each driver. The four and a half hours will include the walk-around/pre-trip responsibilities, fueling the bus, cleaning and maintaining the bus, and filling out required paperwork.

2. The Basic Contract will normally consist of two schools whose runs are consecutive.

3. In addition to driving all assigned runs as designated by the Transportation Coordinator, drivers will be responsible for the following bus-related duties:

    a. Perform daily pre-trip safety inspection of vehicles as mandated by state and local policy.

    b. When necessary to complete inspections as required by NJAC 13:20-30.7, drivers shall raise the hood. Any driver who is unable to do so shall immediately inform the Transportation Coordinator.

    c. Report in writing to mechanics all mechanical problems.

    d. Clean and maintain the vehicle.

4. Drivers will train students on emergency procedures and conduct bi-annual emergency evacuation drills.

5. Drivers will work with building principals, in conjunction with the Transportation Coordinator, on all discipline problems concerning the safety and welfare of students.

6. Drivers will attend meetings with parents, principals, and the Transportation Coordinator. Drivers who are required to attend such meetings outside their contractual work day will be compensated $17.09 per hour.

7. Drivers will perform required administrative functions such as preparing forms and reports.

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B. Third Run Contracts

1. The Third Run incurs a work obligation of one (1) hour for each driver. The Basic Contract obligation (four and a half hours) plus the Third Run shall not exceed five and a half (5.5) hours per day, including time devoted to cleaning and maintaining the vehicle.

2. Any other assignments within the five and a half (5.5) hour work day shall be paid at the applicable contractual rate.

3. Employees who have Van runs within the district as their Basic Contract will ordinarily only have Van runs within the district as their Third Run. However, in cases where coverage issues of a temporary emergency nature dictate otherwise, or a Van driver is willing to also drive a bus, this provision shall not apply.

C. Out-of-District Runs

1. The total work day for out-of-district runs shall not exceed five and a half (5.5) hours.

D. Extra Contracts

1. Contracts, in addition to the Basic and Third Run Contracts, will include the following runs:

   a. 4:30 Late Loads
   b. 5:45 Late Loads
   c. Burlington County Institute of Technology Athletic Shuttle
   d. Middles School and High School Late Activity Shuttle
   e. Pre-School Handicap Runs
   f. School-Age Handicap Van Runs
   g. Special School Runs, Out of District

   These contracts will run for a maximum of one (1) hour. Any additional time will be compensated at the per diem rate.

2. Unexcused absences (no doctor's note provided or no approved leave taken that day) in excess of five (5) per year will result in removal from contract referred to in Section D.1.

3. Drivers may hold only one (1) late-load contract. Those who hold more than one at the time of contract ratification will be grandfathered until such time as they only hold one (1) late-load contract.

E. Posting of Open Contracts

1. All notices of open contracts within the bargaining unit shall be posted as they occur on the "Supervisor's" bulletin board. Postings will remain open for five (5) work days.

2. Contracts will be filled on the basis of seniority of those applying for the posted position.

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3. Substitutes shall not be given preference over regular drivers.

4. Extra contracts will be posted as vacancies occur, and the senior driver will be selected subject to the qualifying conditions as set forth for each respective contract.

F. Transfers and Reassignments

If a vacancy exists, employees may transfer from one contract to another only if the change would result in a different amount of compensation (higher or lower). The Transportation Coordinator may re-assign an employee to a different run only if the amount of compensation is the same.

G. Summer Runs

1. All assignments for summer employment will be posted by Memorial Day and assigned at least weeks prior to the last day of the School Year.

2. All positions will be filled by seniority order, except in case of emergency.

3. The daily driver rate is as follows:

		2023-24	2024-25	2025-26	2026-27
a.	Single in-district runs (one school)	$92.97	$96.46	$100.08	$103.83
b.	In-district runs (more than one school)	$116.76	$121.14	$125.68	$130.39
c.	In-district double session	$139.45	$144.68	$150.10	$155.73
d.	Out-of-district (under 5 hours)	$116.76	$121.14	$125.68	$130.39
e.	Out-of-district (5 hours and above)	$139.45	$144.68	$150.10	$155.73

4. The daily attendance rate is as follows:

		2023-24	2024-25	2025-26	2026-27
a.	Single in-district runs (one school)	$77.47	$80.38	$83.39	$86.52
b.	Out-of-district (under 5 hours)	$92.95	$96.44	$100.05	$103.01
c.	Out-of-district (5 hours and above)	$108.47	$112.54	$116.76	$121.14

5. Each bus driver shall receive $150.00 for completing a dry run of their daily routes by August 20 and then providing feedback to the transportation office staff. Participation in this program is voluntary, but "strongly encouraged".

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ATRICLE VI
OTHER ASSIGNMENTS (NOT CONTRACTED)
(Drivers and Bus Attendants)

A. Rotating Rosters

1. All field trips, athletic trips, shuttles, midday runs, appointments, and substitutes for alternative school runs and substitutes for late loads shall be filled by contracted employees who have placed their name on rotating rosters, subject to Section A.2 of this article.

2. These rosters will be revised at the beginning of each year and arranged in seniority order. Employees will not be assigned a trip that interferes with their regularly scheduled run. Employees can remove their name or place their name on these rosters any time during the school year.

3. Assignments will be filled based on the seniority of those employees on the roster. If a contracted employee is absent on extended leave (seven [7] or more continuous work days), the assignment will be offered to the most senior employee on the roster who is available to fill the position for the entire period of the extended leave. If any employee turns down the assignment, it will be offered to the next employee on the roster. If no one is available from the roster, the assignment will be given to a substitute employee.

4. Any employee who accepts an assignment on an emergency (less than 48 hours' notice) basis shall not be charged with a turn on the roster.

5. Any employee who is assigned a trip and given at least 48 hours' notice and declines that trip shall be charged with a turn on the rotating roster. If there is less than 48 hours' notice of assignment, that employee may decline without charge.

6. For assignments over thirty (30) work days, drivers who have in excess of five (5) unexcused absences (no doctor's note provided or no approved leave taken that day) will be removed from that assignment. The remainder of the assignment will be filled by the next employee on the rotating roster.

7. Any employee who declines three consecutive assignments during the course of the year shall have his/her name removed from the respective roster for the remainder of the school year.

8. All assignments, including any necessary substitutes, will be made by the Transportation Coordinator/designee.

9. In any situation where there are insufficient numbers of employees to cover a trip filled from rosters, the Transportation Coordinator/designee shall first seek qualified employees from the substitute list. If there are still insufficient numbers of employees, then the Transportation Coordinator/designee shall assign the least senior employee.

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10. For employees for athletic and field trips, the Transportation Coordinator/designee reserves the right to use regularly scheduled employees if those employees have requested to be so scheduled and if in the judgment of the Transportation Coordinator/designee, the coverage of the employee's regularly assigned run can be maintained without disruption. Compensation will be based upon contractual stipends for the extra trips and shall be in lieu of the employee's regular contractual pay.

11. The Transportation Coordinator/designee will make available to the Association on a weekly basis all rotating rosters, reflecting all extra work performed by members of the unit. All trips taken from the rosters will be documented by the Transportation Coordinator/designee as soon as the office is notified that an employee will be out on an extended leave.

ARTICLE VII
MECHANICS/MECHANICS' HELPERS

A. Work Week

Mechanics and Mechanics' Helpers will work a 40-hour work week, inclusive of the lunch period.

B. Overtime

1. "Overtime" is defined as any time spent at regular duties or assigned duties, consistent with this agreement.

2. Any hours over forty (40) hours per week are to be considered overtime and the employee shall be paid one and one-half times his/her regular hourly rate.

3. Overtime requires the prior approval of the Transportation Coordinator/designee, or in his/her absence, the Business Administrator.

4. Overtime shall be distributed equitably on a rotating basis by seniority. If the senior employee refuses the assignment, the Transportation Coordinator/designee may require the junior most qualified mechanic available to perform the overtime duty.

5. On days when the schools are closed because of snow, ice, or poor road conditions, it shall be a regular workday for all Mechanics and Mechanic's Helpers. If roads are hazardous, said employees may arrive late and/or leave early in accordance with the procedure adopted by the Transportation Coordinator. Employees who expect to arrive late shall call the immediate supervisor to so advise.

C. Vacation

1. Mechanics and Mechanics' Helpers will be provided vacation as follows:

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a. 1 – 10 years of employment completed: two (2) weeks

b. 11-15 years of employment completed: three (3) weeks

c. Over 15 years of employment completed: four (4) weeks

2. Vacation is provided at the end of the fiscal year to be used the following fiscal year.

3. Vacation cannot carry over from one fiscal year to the next.

4. Use of vacation must be approved by the supervisor.

D. Holidays

1. July 4 will be a paid holiday. If July 4 falls on a Saturday or a Sunday, the holiday will be either the preceding Friday or the following Monday, according to the district calendar.

2. If Spring Break is eliminated from the calendar, mechanics and mechanics' helpers will have Good Friday and Easter Monday as paid holidays.

E. Clothing Allowance

Mechanics are required to wear approved uniforms while at work. The Board shall annually supply uniforms, including jackets, to the employees. Every attempt will be made to provide uniforms by September 30 of each year.

F. Work Shoes

Mechanics and Mechanics' Helpers will be provided a shoe allowance of $125 annually.

1. The employee is required to wear the shoes on the job.

2. The shoes shall be a hard-soled shoe or boot that is low in height (ankle high). The sole should not be flat and smooth.

3. In the event that an employee does not regularly wear the work shoes (other than for short periods related to repair),

a. he/she shall receive a verbal warning for the 1st offense;

b. he/she shall receive a written warning to be placed in the personnel file for the second offense;

c. if the infraction continues, the employee shall be required to refund the show allowance to the Board through payroll deduction.

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G. On Call Rights and Responsibilities

1. One mechanic will be on call to respond to emergencies, including vehicle breakdowns and alarm malfunctions at the garage.

2. On call schedule will be rotating and will be determined with the approval of the Supervisor.

3. The mechanic on call will have the use of a district vehicle to drive back and forth between home and work and to respond to emergencies. If an alarm call is unanswered more than once, the mechanic on call will lose the use of the district vehicle as specified above for a period of time to be determined by the Transportation Coordinator.

4. On days when inclement weather is anticipated; i.e., when the Transportation Coordinator gets notice from the Superintendent to be on alert, both mechanics will have use of a district vehicle to drive back and forth between home and work.

ARTICLE VIII
BUS ATTENDANTS

A. Contracts

1. A Basic Contract is exclusively in-district and incurs a work day obligation of four and a half (4.5) hours for each attendant. The four and a half hours will include attending to the needs of Special Education students, assisting the driver with bus cleaning, and filling out incident report forms.

   a. Per hour additional compensation for a total in-district exclusive run between 4 to 4.5 hours.

2023-24	2024-25	2025-26	2026-27
$6.79 per hour	$7.04 per hour	$7.30 per hour	$7.57 per hour

   b. Per hour additional compensation for a total in-district exclusive run over 4.5 hours and not to exceed five (5) hours.

2023-24	2024-25	2025-26	2026-27
$13.58 per hour	$14.08 per hour	$14.61 per hour	$15.16 per hour

2. An Out-of-District Contract incurs a work day obligation of five and a half (5.5) hours for each attendant.

3. The Third Run shall not exceed one (1) hour. The Basic Contract obligation (four and a half (4.5 hours) plus the Third Run shall not exceed five and a half (5.5) hours per day.

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4. Bus attendants will attend meetings with parents, principals, and the Transportation Coordinator. Bus attendants who are required to attend such meetings outside their contractual work day will be compensated at $17.09 per hour.

B. Postings

1. All notices of open contracts within the bargaining unit shall be posted as they occur on the "Supervisor's" bulletin board. Postings will remain open for five (5) work days.

2. Contracts will be filled on the basis of seniority of those applying for the posted position.

3. Substitutes shall not be given preference over regular attendants.

C. Transfer and Re-assignment

If a vacancy exists, employees may transfer from one contract to another only if the change would result in a different amount of compensation (higher or lower). The Transportation Coordinator may re-assign an employee to a different run only if the amount of compensation is the same.

D. Early Childhood Bus Attendants (ECBA)

1. A contract incurs a work day obligation of three (3) hours for each attendant.

2. Contracts shall be limited to only Early Childhood runs. There shall be no combined runs between employee groups within the PTBDA.

3. ECBA shall not qualify for medical, dental, prescription, and vision benefits, or personal and family illness days.

4. All ECBA shall receive all rights and privileges afforded to all members of the PTBDA unless otherwise noted.

ARTICLE 1X
EMPLOYMENT STATUS

A. Reduction in Force Procedure

1. In the event of any reduction in force within a job category (bus driver, bus attendant, mechanic, mechanics' helper, driver trainer), employees shall be laid off in reverse order of seniority. Recall shall be on the principle of last out, first in.

2. Placement of employees who are displaced from their position as a result of changing of schedules, subcontracting, or leasing of routes shall be determined on the basis of seniority. Displaced employees will be re-assigned only to jobs within the bargaining unit.

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3. All job categories and positions (bus drivers, bus attendants, mechanics, driver trainers, and mechanics' helpers) will be posted as they become available. Preference will first be given to anyone formally RIF'd from the posted position and then to others by order of seniority.

4. Employees who are RIF'd will remain on a recall list for two (2) years.

B. Notification of Status – All Employees

1. On or before May 31 of each year, the Board shall give to each employee continuously employed in the preceding year, either.

   a. A written offer of a contract for the next succeeding year providing for such increases in salary and benefits as may be required by law or agreement between the Board and the Association; or

   b. A written notice that such employment shall not be offered.

C. Anything herein to the contrary notwithstanding, the contract of employment of an employee may be terminated by either the Board or the employee upon thirty (30) days advance notice. Such termination by the Board need not be for cause nor is it required that a written statement of reasons be given or a hearing afforded. It is agreed that such termination is not subject to the grievance procedure or any other review. However, upon request of the terminated employee, the Board shall furnish to him/her a written statement of reasons for the termination which shall then become part of the employee's personnel file. This provision shall not apply to employees who have obtained contractual tenure as defined in Article IV C. l, 2 and 3.

ARTICLE X
SICK LEAVE AND PERSONAL DAYS

A. During the first school year of employment, each employee shall be entitled to one (1) sick day per month with unused days accumulating to the next school year. Thereafter, each employee shall be entitled to sick leave as follows, with unused days accumulating to the next school year.

1. Ten (10) months - Ten (10) days per school year

2. Twelve (12) months - Twelve (12) days per school year

If an employee is absent on sick leave on the last work day before or the first work day after a school holiday or recess, a physician's certificate shall be required.

B. Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave days no later than June 30 of each school year.

C. Unused Sick Leave Days

1. For the length of the contract 2023-2027, employees, upon retirement, will be paid the following for unused accumulated sick leave.

Per Day	2023-27
Drivers Hired prior to 9/1/2000	$70.00
Drivers Hired on/After 9/1/2000	$55.00
Mechanics	$75.00
Bus Attendants	$40.00

2. In the event of the death of an employee while under contract, having at least ten (10) years of continuous service in the district, the Board shall pay his/her estate a sum for accumulated unused sick days in accordance with the above rates.

D. Personal Days

1. Any employee with only a Basic Contract shall be entitled to two (2) personal day(s) per year after completion of five (5) months of employment.

2. All drivers with more than a Basic Contract shall be entitled to three (3) personal days per year after completion of five (5) months of employment.

3. Unused personal days will be converted to sick leave days for the following school year and will be added to the accumulated total.

4. Except in case of emergency, employees must, in writing, request personal days 48 hours in advance of the date requested. No more than two (2) employees may have requests granted for any given day.

5. No personal days are permitted during the first five (5) days of school or during the last five (5) days of school. Emergency cases will be handled on an individual basis at the discretion of the Transportation Coordinator.

6. Personal leave is not to be used for the purposed of pleasure, recreation, housework, resting, extending vacations, family birthdays, or the like. Administration may ask the reason and verification for personal days before and after the following one-day holidays: Rosh Hashanah or Yom Kippur, Columbus Day, Veteran's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day.

E. Absenteeism

1. Failure of an employee to call in sick or otherwise absent will result in loss of the day's pay and subject him/her to disciplinary action notwithstanding that she/he has sick leave days.

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2. Attendance Incentive

   a. Any Association member who attains an attendance percentage 90% or higher and less that 95% will receive a monetary payment of $1,000 in the first regularly scheduled payroll of July in each year of the contract.

   b. Any association member who attains an attendance percentage 95% or higher will receive a monetary payment of $2,000 in the first regularly scheduled payroll of July in each year of the contract.

   c. Board approved absences and absences required due to medically mandated quarantine will not count as absences for the purpose of determining eligibility for these payments.

   d. The attendance incentive in a. and b. above will be pro-rated for any association member hired after July 1.

   e. Any employee with an attendance percentage that falls below 90% will not be eligible to apply for summer work during the preceding summer (existing language (X/E/2/c).

ARTICLE XI
DEATH IN THE FAMILY AND OTHER LEAVE

All employees shall be entitled to non-accumulative temporary leaves of absence with full pay during each school year in accordance with the following:
"Immediate family" is defined as being parents (including step-parents), parents- in-law, spouses, children (including step-children), brothers, sisters, brothers-in- law, sisters-in-law, sons-in-law, daughters-in-law, grandchildren, civil union partners as required by law, and members of the immediate household.

A. Death in the Family

1. In the event of a death in the immediate family, up to five (5) work days leave within a seven (7) calendar day period following the date of death shall be granted. The fact that the employee would not have been scheduled to work during this period due to school not being in session does not entitle him/her to any additional time off. The time frame for use of this bereavement leave may be extended with the approval of the superintendent or his/her designee.

2. In the event of the death of a grandparent, aunt, uncle, niece, or nephew, the affected employee shall be entitled to a leave of absence with pay on the day of the funeral. Additional unpaid days may be granted by the Transportation Coordinator due to extenuating circumstances.

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B. Serious Illness

In the event of a serious illness in the immediate family, certified by a duly licensed physician, up to three (3) days leave shall be granted in each school year. Family illness days shall not be taken for routine medical appointments or check-ups.

C. Emergency Leave

In the event that a court appearance under subpoena is required or other emergency arises, due to a work-related issue, the Board of Education agrees to consider an emergency leave request for up to three (3) days in a school year.

ARTICLE XII
MEDICAL EXAMINATION AND MEDICAL INSURANCE

A. Medical Examination

The Board will pay for the physical required for a bus driver's license conducted by the school physician, or will pay a maximum of $25 for an examination by a physician of the driver's choice. If the Board decides a second medical opinion is necessary, the district will send the employee to a BOE-approved doctor at no cost to the employee.

B. Health Benefits

1. The PTBDA will have the same medical benefits, dental, prescription and vision care plans as negotiated with the Pemberton Township Education Association.

2. All employees under contract employed prior to July 1, 1995 shall receive full benefits.

3. All employees hired after July 1, 1995 shall receive single coverage only for one (1) year. After one (1) year, full benefits will be paid. Those employees hired with three (3) years of public-school bus driving experience will get full benefits upon hire date.

4. The Association members shall make contributions towards the costs of health insurance coverage at the Tier IV Level under Chapter 78 for the duration of this Agreement regardless of any changes and/or amendments to the requirements of Chapter 78.

C. The Board will permit employees on sick leave or on maternity leave to continue to maintain medical coverage as per Paragraph B above by payment to the Board of the monthly premium after the employee has used all accumulated sick leave provided under Article X.

1. Effective July I, 1988, an employee who retires from the Pemberton Township School District pursuant to TPAF or PERS with twenty (20) years of service in either TPAF/PERS or the district shall be provided with insurance coverage of the individual at no cost to the employee. Such benefit shall commence at age 55 and continue up to age 65. He/she may continue family coverage at his/her own expense.

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2. If the employee retires prior to age 55, he/she shall be eligible for this coverage upon attaining age 55 and upon fulfilling the stated requirements. In addition, said retiree may participate in the Board's medical insurance program at his/her expense prior to age 55.

D. An employee who retires pursuant to the Public Employees Pension and Annuity Fund (PERS) with less than twenty years of service in either TPAF/PERS or the district may continue coverage under the Board's medical insurance at the employee's expense.

E. There shall be no duplication of coverage; viz., if a married employee is covered under a plan provided by the spouse's employer, the Board will not provide duplicate coverage.

F. Employees shall receive $1,000 for waiver of these medical plans provided in Paragraph B above. (See detail of waiver plan under Section G below.)

G. Insurance Coverage Waiver Plan

1. Each year, the Board shall provide appropriate forms to all employees covered by family or husband/wife coverage. Said form will contain a final return date.

2. Employees who elect to waiver coverage pursuant to Article XII, Section F, shall be entitled to receive $1,000 per year for the duration of the contract.

3. Payments shall be made in two installments, one (1) the second pay period in December, and one (1) the second pay period in June.

4. Employees must waive such insurance for a full year to be eligible for said payment.

5. Employees who have no other comprehensive family or husband/wife insurance shall not be permitted to waive coverage.

6. Employees who have initially waived coverage and then need to re-enroll in the District's plan will be covered by the District at the next available enrollment period without lapse of coverage. It will be the employee's obligation to notify the District's Insurance Secretary of the pending loss in coverage due to a change in status relative to availability of comprehensive insurance coverage.

7. Should the employment status of such employee change, there shall be a pro rata payment based upon the time elapsed in the plan. Should separation of employment be due to death, his/her estate shall receive such pro rata payment.

ARTICLE XIII
AGENCY FEE

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A. The Board agrees that employees who are not members of PTBDA are required to pay 85% of the annual dues through payroll deduction.

B. The Pemberton Township Bus Drivers Association/NJEA shall indemnify and hold the Pemberton Township Board of Education harmless against any and all claims, demand, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the employer in conformance with this provision.

ARTICE XIV
WORK YEAR

A. Drivers and Bus Attendants

1. The work year for the drivers and bus attendants will be 182 days, including the Back-to-School meeting to be scheduled during the week prior to the opening of school and a professional development day.

    a. The Back-to-School meeting will last no longer than two and one half (2.5) hours. Workshops held within the 2.5 hours may be included without any additional pay.

    b. Employees who are unable to attend the Back-to-School meeting will not lose any compensation nor be required to take any form of leave. Any employee who is excused from attending the required Back-to-School meeting must have prior approval of the Transportation Coordinator and will be expected to make arrangements to obtain the necessary information. Approval will be granted based upon a reason which either has been historically accepted or is deemed acceptable by the Transportation Coordinator. Such approval shall not be unreasonably denied.

    c. Professional Development Day

        1) The professional development day will be scheduled to coincide with one of the three (3) in-service days on the District calendar.

        2) Employees who are required to attend the professional development day will be given a minimum notice of thirty (30) days.

        3) The professional development day will last no more than four (4) hours and bus drivers and bus attendants on out-of-district special education runs occurring during the professional development day will be excused
        4) from that professional development day.

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2. Additional Professional Development Day

    a. The Pemberton Township Board of Education may add one additional day to the work year for the purpose of providing Professional Development/Training to bus drivers and/or bus attendants.

    b. The additional Professional Development Day will be scheduled to coincide with one of the three (3) in-service days on the District calendar.

    c. Employees who are required to attend the Professional Development/ Training session will be given a minimum notice of one month.

    d. Employees who are required to attend the Professional Development /Training session will be paid per hour.

2023-24	2024-25	2025-26	2026-27
$20.37 per hour	$21.14 per hour	$21.93 per hour	$22.75 per hour

B. Mechanics and Mechanics' Helpers

The work year for the mechanics and mechanics' helpers will be 180 days plus summer hours as follows:

1. On non-school days during June, July, and August, mechanics and mechanic's helpers will work a 35-hour week on a Monday-Thursday or Tuesday- Friday schedule. Schedules will be approved by the supervisor.

    a. The mechanics and mechanic's helpers will work the same length of day as the rest of the district, 8 ¾ hours.

2. The Mechanics and Mechanics' Helper will work two (2) days during the Winter Break; schedules to be approved by the immediate supervisor.

3. If Spring Break is longer than Good Friday and Easter Monday, the Mechanics and Mechanics' Helpers will work an additional two (2) days during the Spring Break; schedules to be approved by the immediate supervisor.

C. Drivers whose schedules require driving during the Pemberton Township School District's winter/ spring breaks or beyond the end of the District's school year to June 30 of that year, and who do not receive equal compensatory time off, shall receive additional per diem pay for such days worked.

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ARTICLE XV
COMPENSATION

A. Guide Placement

Each employee moves one (1) step in each year of the contract.

B. Extra Contracts

For the runs listed below, the amount in the value of the respective run for the applicable school year.

1. 4:30 Late Load

2023-24	2024-25	2025-26	2026-27
$3,538	$3,671	$3,809	$3,952

Five days per week. Can be held by any driver.

2. 5:45 Late Load

2023-24	2024-25	2025-26	2026-27
$5,234	$5,430	$5,634	$5,845

Five days per week. Can be held by any driver.

3. Burlington County Institute of Technology, Athletic Shuttle (Night)

2023-24	2024-25	2025-26	2026-27
$4,125	$4,279	$4,440	$4,606

One contract, five (5) days per week or as needed.

4. Middle School and High School Late Activity Shuttle

2023-24	2024-25	2025-26	2026-27
$2,373	$2,462	$2,555	$2,650

180 days a year – can be held by any driver.

C. Other Non-Contracted Assignments

1. In-district Shuttles

2023-24	2024-25	2025-26	2026-27
$13.19 per trip	$13.69 per trip	$14.20 per trip	$14.73 per trip

2. Out-of-District Shuttles (Maximum one hour)

2023-24	2024-25	2025-26	2026-27
$22.04 per trip	$22.86 per trip	$23.72 per trip	$24.61 per trip

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3. Out-of-District Runs/Shuttles exceeding one hour

2023-24	2024-25	2025-26	2026-27
$41.93 per trip	$43.51 per trip	$45.14 per trip	$46.83 per trip

D. Regular Bus Routes

1. Third Run Contract

2023-24	2024-25	2025-26	2026-27
$3,715	$3,854	$3,999	$4,149

2. Pre-School Handicap Run

2023-24	2024-25	2025-26	2026-27
$5,531	$5,739	$5,954	$6,177

3. School Age Handicap Van 3rd Run

2023-24	2024-25	2025-26	2026-27
$4,027	$4,178	$4,335	$4,497

4. Special School Runs, Out-of-District (to be named when posted)

2023-24	2024-25	2025-26	2026-27
$3,958	$4,107	$4,261	$4,421

5. Any time worked in excess of five and one-half (5.5) or six and one-half (6.5) hours specified in Article VIII, will be compensated at the per diem rate, provided it has been determined by the Transportation Coordinator to have been necessary.

6. Bus Attendants

a. Out-of-District Run

2023-24	2024-25	2025-26	2026-27
$2,902	$3,011	$3,124	$3,241
$16.12/day	$16.73/day	$17.35/day	$18.01/day

b. Preschool Handicap Run

2023-24	2024-25	2025-26	2026-27
$2,672	$2,772	$2,876	$2,983
$14.84/day	$15.40/day	$15.98/day	$16.58/day

c. Attendants with both a Pre-School Handicap and an Out-of-District run will receive both stipends

2023-24	2024-25	2025-26	2026-27
$5,574	$5,783	$6,000	$6,225
$30.97/day	$32.13/day	$33.33/day	$34.58/day

d. Third Run

2023-24	2024-25	2025-26	2026-27
$2,672	$2,772	$2,876	$2,983
$14.84/day	$15.40/day	$15.98/day	$16.58/day

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e. Other non-contracted assignments: Bus Attendants will be compensated at half the driver's rate for any shuttles or late loads to which they are assigned.

f. Any time worked in excess of the five (5) or six (6) hours specified in Article VII, Section A.2 and 3, will be compensated at the per diem rate, provided it has been determined by the Transportation Coordinator to have been necessary.

E. Late Loads, Extra Late Loads

Any contracted driver who substitutes for another regular driver with an extra contract will be paid at per diem rate prorated at 1/180th of the annual salary.

F. Extra Trips

1. Trips – Monday to Friday

a. 0 -3 Hours

2023-24	2024-25	2025-26	2026-27
$54.33	$56.37	$58.49	$60.68

b. More than 3 Hours

2023-24	2024-25	2025-26	2026-27
$20.37	$21.14	$21.93	$22.75

c. Meal allowance every 5 hours - $10

2. Trips – Weekends and Holidays

a. 0 – 3 Hours

2023-24	2024-25	2025-26	2026-27
$59.76	$62.00	$64.33	$66.74

b. More than 3 Hours

2023-24	2024-25	2025-26	2026/27
$21.73	$22.54	$23.39	$24.26

c. Meal allowance every 5 hours - $10

3. Cancellations

Drivers leaving the bus garage for trips which are cancelled at pick-up point shall receive a minimum salary of up to three (3) hours pay.

G. Required attendance at in-service training shall be compensated at per hour.

2023-24	2024-25	2025-26	2026-27
$20.37/hour	$21.14/hour	$21.93/hour	$22.75/hour

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H. Miscellaneous Compensation

1. Diesel Training

Any mechanic who has successfully completed a certificated diesel training course approved by the Board shall receive in the year of certification and thereafter a stipend for the duration of the contract.

2023-24	2024-25	2025-26	2026-27
$407.46	$422.74	$438.60	$455.04

2. EMT

Drivers and attendants with an EMT certificate will be paid an additional stipend per year if such certificate is required for runs.

2023-24	2024-25	2025-26	2026-27
$203.64	$211.27	$219.20	$227.42

3. Fingerprinting

Upon submission of a voucher, employees who pass fingerprinting requirements shall be reimbursed up to $83 by the Board.

4. Training

Employees who attend workshops approved by the Transportation Coordinator shall be paid for the time involved. Cost of training shall be paid by the Board.

2023-24	2024-25	2025-26	2026-2027
$20.37/hour	$21.14/hour	$21.93/hour	$22.75/hour

5. Clothing Allowance

The Board shall supply one (1) personalized all weather jacket, to the bus drivers and bus aides, every three (3) years. The employee is required to wear the jacket while on the job, weather permitting.

Drivers and aides will be provided a shoe allowance of $100 annually; which may be used to purchase multiple pairs of shoes.A Shoe Committee will be formed to determine the guidelines for appropriate shoes. Approved shoes are required to be worn while working.

6. Lift Operation

Drivers and aides who are required to operate a lift to accommodate a wheelchair student(s) will receive an annual stipend of $300 for the first chair on their Basic

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Contract. Each additional chair will provide an annual stipend of $50, with a maximum of four chairs, or $450. This stipend will be pro-rated when the operation of a wheelchair lift is not required.

7. Job-related responsibilities that are required by the district outside the regular work day, and pre-approved in writing by the Transportation Coordinator, shall be compensated at the in-service rate. The compensation will be for a minimum of one (1) hour.

8. Driver Trainer

   a. The Driver Trainer stipend will be paid on the annual payroll schedule. The stipend amounts are as follows:

2023-2024	2024-2025	2025-2026	2026-2027
$20,750	$21,528	$22,335	$23,173

   b. The district will provide the Driver Trainer with a cell phone.

ARTICLE XVI
NONDISCRIMINATION

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in hiring, training, assignment, transfer, promotion, or discipline of employees, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, gender, domicile, or marital status. This is in accordance with provisions of N.J.S.A. 10:5-1 as it now exists. It may hereinafter be amended.

ARTICLE XVII
EMPLOYEE RECORDS

A. Review of Personnel File

An employee shall have the right, upon written request to the Superintendent or his/her designee, to review the contents of his/her personnel file.

B. Contents of Personnel File

No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had the opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent, or his/her designee, and the answer shall be attached to the file copy.

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ARTICLE XVIII
COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER CONTRACT

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

ARTICLE XIX
PROTECTION OF EMPLOYEES

A. Reasonable Force

An employee may use reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.

B. Report of Assault

1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their immediate supervisor.

2. Such notification shall be immediately forwarded to the Superintendent's office which shall comply with any reasonable request from the employee for information in the possession of the Superintendent's office relating to the incident or the persons involved.

C. Criminal Proceedings

If criminal proceedings are brought against an employee alleging that he/she committed an assault in connection with his/her employment, such employee may request the Board to furnish legal counsel to defend him/her in such proceedings. If the Board does not provide such counsel and the employee prevails in the proceedings, then the Board shall reimburse the employee for counsel fees incurred by him/her in his/her own defense.

ARTICLE XX
ASSOCIATION RIGHTS AND PRIVILEGES

A. Representatives of the Association

Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official association business on school property at all reasonable times provided that it shall not interfere with or interrupt normal school

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operations. This shall not be construed to permit employees to leave their assigned duties except with the express permission of the Superintendent or his/her designee.

B. Access to School Buildings for Meetings

The Association and its representatives may have access to school buildings at reasonable hours for meetings. Such meetings shall be arranged by a formal application from the President of the Association to the Board.

C. Distribution of Official Information

The Association may distribute official information concerning association business through use of staff mailboxes and bulletin boards. The Board assumes no responsibility for delivery.

D. Use of School Facilities/Costs for Materials, Supplies, etc.

The Association shall have the right to use school building facilities not otherwise in use. The Association shall pay a reasonable cost of all materials and supplies, duplication or typing of materials if same is provided.

E. Rights and Privileges

The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the employees and to no other organization representing any portion of the unit or potential member of the unit.

F. Deduction of Dues

Dues Deductions - The Board agrees to deduct from the salaries of its employees' dues for the Pemberton Township Bus Drivers Association, the Burlington County Education Association, the New Jersey Education Association, and the National Education Association. Such deductions shall be made in compliance with Chapter 233, P.L 1969 (N.J.S.A 54:14-15, 9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to the treasurer of the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

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ARTICLE XXI
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2023 and shall continue in effect until June 30, 2027, subject to the Association's right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

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

PEMBERTON TOWNSHIP BUS DRIVERS ASSOCIATION

PRESIDENT: DocuSigned by: Susan Hertell 5BC46D6C8A8A4A1...

SECRETARY: DocuSigned by: Donetta Brown FF81ACAA114B4C9...

DATE: 9/1/2023

PEMBERTON TOWNSHIP BOARD OF EDUCATION

PRESIDENT: DocuSigned by: Terry Maldonado 7C29901FAA05450...

SECRETARY: DocuSigned by: Pasquale Yaconelli 9A9947A6DA43460...

DATE: 9/5/2023

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SALARY GUIDES

Salary Guides – Bus Drivers

2023-24		2024-25		2025-26		2026-27	
Step	**Salary ($)**	**Step**	**Salary ($)**	**Step**	**Salary ($)**	**Step**	**Salary ($)**
1	21,294	**1**	21,704	**1**	22,113	**1**	22,523
2	21,704	**2**	22,113	**2**	22,523	**2**	22,932
3	21,908	**3**	22,318	**3**	22,727	**3**	23,137
4	22,318	**4**	22,727	**4**	23,137	**4**	23,546
5	22,932	**5**	23,342	**5**	23,751	**5**	24,161
6	23,751	**6**	24,161	**6**	24,570	**6**	24,980
7	24,570	**7**	24,980	**7**	25,389	**7**	25,799
8	25,799	**8**	26,208	**8**	26,618	**8**	27,027
OG**	29,320	**OG****	29,730	**OG****	29,730	**OG****	29,730

**OG (Off Guide) is not an additional step. Once the employees who are at OG in 2020-21 leave district employment, the OG designation will be eliminated.

Regular Bus Routes – Third Run Contract

2023-24	2024-25	2025-26	2026-27
$3,715	$3,854	$3,999	$4,149

While not guaranteed, drivers typically receive a Third Run contract in addition to their Base Run. The Salary on the above salary guide is only for the Base Run.

NOTE: See Article XV for stipends for additional runs.

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Salary Guides – Mechanics

2023-24		2024-25		2025-26		2026-27	
Step	**Salary ($)**	**Step**	**Salary ($)**	**Step**	**Salary ($)**	**Step**	**Salary ($)**
1	59,544	**1**	60,709	**1**	63,054	**1**	65,509
2	60,444	**2**	61,609	**2**	63,954	**2**	66,409
3	61,344	**3**	62,509	**3**	64,854	**3**	67,309
4	62,344	**4**	63,409	**4**	65,754	**4**	68,209
5	63,844	**5**	64,909	**5**	66,754	**5**	69,209
6	65,444	**6**	66,509	**6**	68,334	**6**	70,209
7	67,144	**7**	68,209	**7**	70,034	**7**	71,909
8	68,944	**8**	70,009	**8**	71,834	**8**	73,709
9	70,744	**9**	71,809	**9**	73,634	**9**	75,509
10	72,484	**10**	73,634	**10**	75,434	**10**	77,309

Salary Guides – Mechanic's Helpers

2023-24		2024-25		2025-26		2026-27	
Step	**Salary ($)**	**Step**	**Salary ($)**	**Step**	**Salary ($)**	**Step**	**Salary ($)**
1	34,348	**1**	34,905	**1**	36,495	**1**	38,293
2	35,331	**2**	35,805	**2**	37,395	**2**	39,193
3	36,314	**3**	36,705	**3**	38,295	**3**	40,093
4	37,323	**4**	37,705	**4**	39,295	**4**	40,993
5	38,382	**5**	38,755	**5**	40,295	**5**	41,993
6	39,495	**6**	39,855	**6**	41,395	**6**	43,093
7	41,055	**7**	42,595	**7**	44,193	**7**	45,850

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Salary Guides – Bus Attendants

2023-24		2024-25		2025-26		2026-27	
Step	**Salary ($)**	**Step**	**Salary ($)**	**Step**	**Salary ($)**	**Step**	**Salary ($)**
1	14,164	**1**	14,644	**1**	15,189	**1**	15,789
2	14,364	**2**	14,844	**2**	15,389	**2**	15,989
3	14,634	**3**	15,044	**3**	15,589	**3**	16,189
4	14,919	**4**	15,339	**4**	15,789	**4**	16,389
5	15,219	**5**	15,644	**5**	16,094	**5**	16,589

Third Run

2023-24	2024-25	2025-26	2026-27
$2,672	$2,772	$2,876	$2,983
$14.84/day	$15.40/day	$15.98/day	$16.58/day

While not guaranteed, Bus Attendants typically receive a Third Run contract in addition to their Base Run. The Salary on the above salary guide is only for the Base Run.

NOTE: See Article XV for stipends for additional runs.

Salary Guides – Early Childhood Bus Attendants

2023-24		2024-25		2025-26		2026-27	
Step	**Salary ($)**	**Step**	**Salary ($)**	**Step**	**Salary ($)**	**Step**	**Salary ($)**
1	10,566	**1**	10,924	**1**	11,331	**1**	11,779
2	10,716	**2**	11,074	**2**	11,480	**2**	11,928
3	10,917	**3**	11,223	**3**	11,629	**3**	12,077
4	11,130	**4**	11,443	**4**	11,779	**4**	12,226
5	11,353	**5**	11,670	**5**	12,006	**5**	12,375

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Glossary

Alternative run - A bus run to the alternative high school.

Arbitrator/arbitration - An individual who decides if a grievance has merit and what the resolution shall be. The final step in the grievance procedure.

Association - The union representing a group of employees.

Bargaining unit - The group of individuals represented by the Association.

Compliance - Agreement; the terms of an employee's individual contract must be in compliance with the terms of the Collective Bargaining Agreement (CBA); if not, the CBA takes precedence.

Dues - The amount of money paid by members to the Association (PTBDA) and its affiliates (BCEA, NJEA, and NEA).

Grievance - A claim by any member of the bargaining unit that there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said employee.

Late load - A bus run transporting students at a time later than the normal school dismissal.

Mid-day run – Any run between morning and afternoon runs.

M.O.A or M.O.U. - Memorandum of Agreement or Memorandum of Understanding - A document signed by both parties which resolves a grievance or addresses an issue which is not in the CBA.

Negotiations - The process by which the Board of Education and the Association reach agreement on a new (successor) CBA.

Pension - The retirement system which pays its members a given amount of money based on a formula after they retire from the district.

Per diem - An employee's daily rate of pay to be computed on base salary plus the affected stipend.

Personnel file - A file kept by the district on each employee which contains all relevant employment information.

Post - To advertise a job opening by placing a notice in a location accessible to all employees.

Progressive discipline - Disciplinary measures imposed from least severe to most severe.

Reasonable force - The amount of force needed to stop a physical confrontation without injury to students or staff.

RIF'd - Reduction In Force - Laid off because of a reduction in the work force.

Roster - A list of employees willing to drive runs in addition to their Basic and Third Runs.

Run - A designated bus route.

Seniority - The length of continuous years of service in the district.

Shuttle - A bus route transporting students from Point A to Point B.

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Stipend - Extra compensation paid for a task beyond the regular assignment.

Tenure - Employment status which protects employees from arbitrary non-renewal or termination.

Trip - A bus route transporting students from Point A to Point B and back to Point A.

Verbal warning - an undocumented disciplinary action for an infraction.

Waiver - A benefit which allows employees who have insurance coverage through another plan (such as a spouse's plan) to give up or "waive" the district's insurance coverage and receive instead a designated cash amount.

Work year - The number of work days in a school year.

Written warning - A documented disciplinary action for an infraction.

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P.T.S.B.D.A

PEMBERTON TOWNSHIP SCHOOL BUS DRIVERS ASSOCIATION

CONSTITUTION AND BY-LAWS

AFFILIATED WITH:

THE NEW JERSY EDUATION ASSOCIATION (NJEA)

THE BURLINGTON COUNTY EDUCATION ASSOCIATION (BCEA)

THE NATIONAL EDUCATION ASSOCIATION (NEA)

For confirmation see Article 11.1 and Article IV.3

Original Ratification: 1972

Updated: 1987

Updated: 2008

Updated: 2015

PEMBERTON TOWNSIDP SCHOOL BUS DRIVERS ASSOCATION

CONSTITUTION

Article I – Name

1. The name of this association shall be the Pemberton Township School Bus Drivers Association (PTSBDA).

2. It shall be incorporated as a non-profit corporation under Tile 15: Section 1 of the revised statutes of New Jersey.

Article II – Affiliation

The Association shall affiliate with the New Hersey Education Association under their standards for affiliation.

Article III – Purposes

1. To unify and strengthen school supportive staff so as to enable members to speak with a common voice on all matters of mutual concern and to represent individual and common interests of members before the Board of Education and other legal authorities.

2. To promote the general welfare of the school district, t advance standards and to establish and maintain good community relations.

3. To develop and promote a continuing program to secure and maintain better employment benefits, uniform practices, a sound retirement system and improvements in terms and conditions of employment.

Article IV – Membership

1. Membership in the Association shall be open to all persons employed as school supportive staff in the Pemberton Township School District.

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2. Membership shall be continuous until the member leaves the school district, resigns from the Association, or fails to pay membership dues.

3. Members of the Association shall also be active Supportive members of the New Jersey Education Association, the Burlington County Education Association, and the National Education Association.

4. All retired members shall be honorary members of the Pemberton Township School Bus Drivers Association. They shall pay no dues and have no vote or voice in the proceedings. They will be invited to all social functions.

5. Rights of Membership

   a. Every member shall have the equal right and privileges within the organization to:

      Nominate candidates for office;

      To vote in elections or on referenda of the Association;

      To attend membership meetings;

      To participate in the deliberations and voting upon the business of such meetings except that in voting on contract ratification only members of the appropriate unit of representation shall have the right to vote.

   b. Every member shall have the right to meet and assemble fully with other members to:

      Express any views, arguments or opinions;

      Express views at meetings upon candidates in an Association election;

      Express views upon any business properly brought before the meeting.

   c. No member shall be fired, suspended, expelled or otherwise disciplined except for non-payment of dues without being served with specific written charges and given a reasonable time in which to prepare a defense which may be asserted with a full and fair hearing.

Article V – Officers

1. The officers of this Association shall consist of:

   a. President;
   b. Vice-President;
   c. Secretary;
   d. Treasurer.

2. The officers shall be elected as such: President and Secretary on odd years for a two-year term; Vice President and Treasurer on even years for a two-year term.

3. Vacancy – If a vacancy should occur in any of the above-named offices, said vacancy shall be filled by nomination and election at the next regular or special meeting of the Association.

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4. Officers of the Association shall serve their terms so long as they satisfactorily perform the duties of their office. When an officer is guilty of misconduct, such officer may be removed for cause (shown after notice and a hearing), and by a majority vote of the members of the Association.

    a. Recommendation for a recall can be made by a submission of a petition containing the signature of 25% of the membership to the Executive Committee.

    b. The Executive Committee shall notify in writing any officer who has been recommended for recall.

    c. Any officer may appeal in writing to the Executive Committee.

    d. The Executive Committee shall schedule hearings, whenever necessary, to review the recommendation of recall of an officer.

    e. The report of those hearings shall be made available to the membership.

    f. A general membership meeting shall be called two (2) weeks after the issuance of the report.

    g. Such recall shall be determined by a majority vote of the membership in attendance at said meeting.

Article VI – Executive Committee

1. The Executive Committee shall consist of the officers.

2. The Executive Committee shall:

    a. Be responsible for the management of the Association.

    b. Authorize expenditures within the limit of the budget.

    c. Suggest policies for consideration of the membership.

    d. Establish such committees as may be necessary.

    e. Act of report of committees.

    f. Adopt rules governing the conduct of meetings as are consistent with the constitution and By-laws.

    g. The executive Committee shall have the authority to make policies regarding the operation of the Association that are not specifically listed in the Constitution and By-laws.

    h. Shall recommend to the general membership for vote any change in the amount of association dues.

3. Any member of the Association who is not a member of the Executive Committee may attend its meetings and may receive permission to speak under new business or with the consent of the majority of those Executive Committee members present.

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Article VII – Amendments

1. Amendments to the Constitution may be proposed by thirty percent (30%) of the general membership or by a majority vote of the Executive Committee. A two-thirds majority vote of the members attending any regular meeting of the general membership, or a

2. Special meeting of the general membership called for this purpose, provided that notice of the meeting and proposed amendment(s) has been posted at least two (2) weeks prior to the meeting shall be necessary for the adoption of such amendment(s).

BY-LAWS

Article I – Meetings

1. Executive Committee – The Executive Committee shall meet at least four (4) times a year at the all of the President or at the request of a majority of the members of the Executive Committee.

2. General Membership – General Membership meetings shall be held at least eight (8) times a year or at the call of at least ten (10%) percent of the members.

3. Contract Ratification – A special meeting of those members of the Association who are members of the bargaining unit shall be called by the President for the purpose of approving any negotiated contract. A majority vote pf those members present shall be require to ratify or approve any such contract.

4. The order of business at any regular meeting shall be as follows:

    a. Call to Order
    b. Reading of Minutes
    c. Correspondence
    d. Report of the Treasurer
    e. Reports of Standing Committees
    f. Reports of Special Committee
    g. Old Business
    h. New Business
    i. Program
    j. Adjournment

Article II – Quorum

1. A majority of the Executive Committee members shall constitute a quorum for the Executive Committee meeting.

2. The members present shall constitute a quorum for the General Membership Meetings.

Article III – Powers of Officers and Negotiators

1. President – The President shall preside over meetings of the Executive Committee and General Membership. The President shall appoint, with approval of the Executive Committee, the Chairperson and members of all committees except Negotiators which will be elected to serve for the length of the contract. New negotiators will be elected the year before the Association's contract is over therefore allowing the new negotiators time to prepare to begin the negotiation process. Example:

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Contract begins 9/1/97 – ends 6/30/2001
New Negotiators would be elected in June of 2000.

The President shall be the Executive Office of the Association. The President shall represent the Association before the public, either personally or through delegates, and shall perform all other functions usually attributed to this office.

2. Vice-President – The Vice-President shall assume all duties of the President in the President's absence and shall perform all other functions usually attributed to this office. The Vice-President shall work closely with one or more standing committees as the President may suggest.

3. Secretary – The Secretary shall keep accurate minutes of all meeting of the Executive Committee and General Membership meetings; shall prepare such minutes for reproduction and distribution within ten (10) days; shall maintain official files; shall assist the President with official correspondence; shall notify members of meetings; shall keep an accurate record of all members; and shall perform any other duties relative to the position of Secretary.

4. Treasurer – The Treasurer shall hold the funds of the Association and disburse them accordingly upon submission of vouchers approved by the President; shall sign all checks along with the President; shall report at each meeting of the Executive Committee and General Membership; shall prepare an annual financial statement which shall be posted for all members and a copy forwarded to NJEA; shall file appropriate federal and state forms; shall keep the President and Executive Committee informed of the financial condition of the Association; and shall be Bonded.

5. Negotiators – The negotiation team shall negotiate a recommended agreement pending ratification by the members of the Association who are members of the bargaining unit.

Article IV – Elections

1. Nominations – The President shall appoint, subject to approval by the Executive Committee at its April meeting, an Elections Committee. No officer of the Association or member of the Executive Committee shall serve on the Election Committee. A list of names of candidates shall be prepared by the committee and presented to the Executive Committee and general membership at least twenty (20) days before the election. Candidates may be nominated from the floor at the General Election Meeting.

2. Balloting

   a. At the General Membership Meeting I June, members shall vote for officers by secret ballot.

   b. Members of the Election Committee shall distribute, collect and tabulate the votes and present their written report to the Chairperson who will announce the results.

   c. New officers shall be installed at the September meeting of the Executive Committee.

Article V – Committees

1. Structure – There shall be standing committees carrying out the specific functions listed below.

2. Meetings – Each standing committee shall meet according to a calendar developed by the Chairperson.

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3. Reports – Chairperson shall report as necessary to the Executive Committee and the general membership and shall prepare an annual written report which shall become part of the continuing committee record in the Association files.

4. Committee Title and Duties

   a. The Negotiation Committee shall survey the members and prepare a proposed package to be negotiated with the employer by the Association's negotiation team in all areas of member welfare and general working conditions.

   b. The Grievance Committee shall explore and prepare programs for securing satisfactory policies and procedures for the grievance. It shall process all grievances filed in accordance with the agreement and policies adopted by the Association. It shall advise the Executive Committee in situations involving the defense of individual rights.

   c. The Membership Committee shall organize and conduct membership enrollment. Its members shall attempt to get cash members, and former non-members, enrolled for the current school year. It shall communicate with members on Automatic Payroll Deduction, the return by US Mail or email any corrections in their status or address after receiving their annual membership card in the mail.

   d. The Special Committee shall organize such social activities as may serve the needs of members and promote fellowship within the Association.

5. Special Committees – Each year, the President shall appoint and Audit Committee and other such special committees as may be necessary, and shall disband them upon completion of their duties. These committees shall operate according to the rules approved by the Executive Committee. No officer shall serve on the Audit Committee. A copy of the audit shall become part of the Association's permanent record. A copy shall be sent to the NJEA.

Article VI – Fiscal Year

1. The fiscal year of the Association shall begin September 1 and end August 31.

Article VII – Dues

1. Any increase in the rate of dues or levy of general or special assessment must be voted at a General or Specific Membership Meeting.

Article VIII – Authority

1. Roberts Rules of Order shall be the parliamentary authority for the Association on all questions not covered by the Constitution and By-laws and such standing rules as the Executive Committee may adopt.

Article IX – Amendments

1. These By-laws may be amended by a majority of those voting at any regular meeting of the General Membership provided that each amendment has been introduced at the preceding meeting of the Executive Committee and that copies have been distributed two (2) calendar weeks in advance of the meeting.

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Article X – Good Cheer

1. Death in the Family

   In the event of the death in the immediate family, a sympathy card will be sent.

   a. In the event of death of an employee or retired employee, a sympathy card will be sent.

2. Illness of an Association Member

   A get well card will be sent.

Susan Hertell
Name/Title

9/1/2023
Date

DocuSigned by:
Susan Hertell
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Signature