A G R E E M E N T

between

COLTS NECK TOWNSHIP
BOARD OF EDUCATION

and the

TRANSPORT WORKERS UNION
OF AMERICA, AFL-CIO

LOCAL 220

July 1, 2023 through June 30, 2026

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PREAMBLE

THIS AGREEMENT entered into as of July 1, 2023 by and between the Board of Education of Colts Neck Township, New Jersey, hereinafter called the "Board" and the Transport Workers Union of America, AFL-CIO, and its Local 220, hereinafter called the "Union".

ARTICLE I
RECOGNITION

In accordance with the provisions of the New Jersey Employer-Employee Relations Act, the Colts Neck Township Board of Education hereby recognizes the Transport Workers Union of America, AFL-CIO, and its Local 220, as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for the following unit certified by the New Jersey Public Employment Relations Commission, Docket No. RO-2007-005.

Unit: All full time and part time school bus drivers, mechanic and assistant transportation coordinator employed by the Colts Neck Township Board of Education, hereinafter referred to as employees.

ARTICLE II
NEGOTIATION OF SUCCESSOR CONTRACT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor contract in a good faith effort to reach agreement on matters concerning the terms and conditions of employees' employment. Such negotiations shall begin no later than January 15th of the calendar year in which this contract expires.

B. Any contract so negotiated shall apply to all employees, be reduced to writing, and be submitted to the Union and Board for a ratification vote. Upon adoption, the contract shall be signed.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" shall mean a complaint by an employee or the Union based upon the interpretation, application or violation of this agreement, policies, or administrative decisions affecting the terms and conditions of employment of an employee or a group of employees.

2. An "aggrieved party" is the person, persons or the Union making the complaint. In the case of a grievance by the Union, the grievance shall include the name of the Union member representing the aggrieved party.

3. A "party to the grievance" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

4. A grievance to be considered under this procedure must be initiated by the aggrieved party within thirty (30) calendar days of its occurrence.

5. The grievance procedure does not cover any claims relating to personal use of the premises by individual employees and/or indemnification agreements between individual employees and the Board under Article VI.

B. Procedure

1. 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 terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing contained herein shall be construed as limiting the right of any aggrieved party having a grievance to discuss the matter informally, with Union representative(s) present, with his/her immediate supervisor.

3. An aggrieved party shall be represented at all levels of the grievance procedure by the Union.

4. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next level. Failure at any level of this procedure by the aggrieved party to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

5. It is understood that the aggrieved party shall, during and notwithstanding the pendency of any grievance, continue to work in his/her regular assignment without interruption and to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

6. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified, however, may be extended by written mutual agreement.

7. In the event a grievance is filed at such time 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 the party to the grievance, the time limits set forth herein may 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.

8. No reprisals of any kind shall be taken by the Board, any member of the Administration, or by any member of the Union against any party to the grievance by reason of his/her participation in the grievance procedure.

C. Implementation

1. Level # 1

a. Within thirty (30) calendar days of the act or omission that is the subject of the grievance an aggrieved party shall first discuss it with the Transportation Coordinator, either directly or through the Union, with the objective of resolving the matter informally.

b. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved party within ten (10) calendar days, the Union shall set forth a grievance, in writing, to the Transportation Coordinator specifying:

i. the nature of the grievance,
ii. the nature and extent of the injury, loss or inconvenience,
iii. the interpretation of previous discussion,
iv. the Union's dissatisfaction with decisions previously rendered, and
v. the resolve the Union is seeking.

c. The Transportation Coordinator shall communicate his/her decision to the aggrieved party in writing within ten (10) calendar days of receipt of the written grievance.

2. Level #2

The Union, no later than ten (10) calendar days after receipt of the Transportation Coordinator's decision, may appeal the Transportation Coordinator's decision to the Business Administrator. The appeal to the Business Administrator must recite the matter submitted to the Transportation Coordinator as specified above, and his/her dissatisfaction with the decision previously rendered. The Business Administrator shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) calendar days. At the option of the Business Administrator or the Union, a

hearing may be held, whereby the decision will be made within ten (10) calendar days of the hearing. The Business Administrator shall communicate his/her decision in writing to the aggrieved party, the Transportation Coordinator, the Chairperson of the Union section, and the Local Union President.

3. Level # 3

The Union, no later than ten (10) calendar days after receipt of the Business Administrator's decision, may appeal the Business Administrator's decision to the Superintendent of Schools. The appeal to the Superintendent shall recite the matter submitted to the Business Administrator as specified above, and his/her dissatisfaction with decisions previously rendered. The Superintendent will forward one (1) copy of the appeal to the Chairperson of the Union section. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) calendar days. The Superintendent shall communicate his/her decision in writing to the aggrieved party, the Transportation Coordinator, the Business Administrator, the Chairperson of the Union section, and the Local Union President.

4. Level # 4

If the grievance is not resolved to the satisfaction of the Union not later than ten (10) calendar days after receipt of the Superintendent's decision, the Union may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach papers only related to the grievance and forward the request to the Board of Education. The Board shall review the grievance and, at the option of the Board or the Union, hold a hearing with the Union. The President of the Board of Education or his/her designated alternate from the Board shall be the presiding officer in a hearing. The Board will render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

5. Level #5

a. Within twenty (20) calendar days after receipt of the Board's reply, any grievance processed under this Article through the above levels, which cannot be resolved satisfactorily after going through the foregoing procedures, may be submitted by either the Union or the Board in writing to the New Jersey Public Employment Relations Commission for arbitration.

b. The arbitrator so selected shall confer with the representatives of the Board and the Union and hold hearings promptly and shall issue his/her decision not later than thirty (30) calendar days from the date of the submission of briefs, or if oral hearings have been waived, then, from the date the final statements and proofs on the issues are submitted to

him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which is in violation of the terms of the Agreement. The Arbitrator shall limit him/herself to the issues submitted to him/her and shall not add to, nor subtract anything from the agreement between the parties. The decision of the arbitrator shall be submitted to the Board and the Union and shall be final and binding on the parties pertaining only to the terms and conditions of this contract. Other than terms and conditions of this contract, the arbitrator's decision shall be advisory.

c. The cost of the arbitration, other than the costs incurred individually by the parties in the preparation and presentation of their cases to the arbitrator, shall be shared equally by the Board and the Union.

ARTICLE IV
BOARD OF EDUCATION RIGHTS

A. The Board, on its own behalf and on behalf of the citizens of the Township of Colts Neck, hereby retains and reserves unto itself, except as limited by this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while said employees are engaged in the performance of their duties;

2. 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 with just cause;

3. To maintain efficiency of the school district operations entrusted to them;

4. To determine the methods, means and personnel by which such operations are to be conducted; and

5. To take actions that are necessary to carry out the mission of the school district in situations of emergency.

B. The exercise of the powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof in conformance with the constitution and laws of the State of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under Title 18A: School Laws of New Jersey, or any other laws or regulations as they pertain to education.

D. Any dialogue between employer and employee is to be conducted in a professional manner.

E. Any question or criticism by a supervisor, administrator, or Board member of any employee's performance shall be made in confidence and not in the presence of students, parents, co-workers, or members of the public, except where public discussion is demanded pursuant to the employee's Rice rights.

ARTICLE V
EMPLOYEE RIGHTS

A. Pursuant to N.J.S.A. 34:13A1 et. seq., the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Union and its affiliates for the purpose of engaging in collective negotiations and other legal activities. The Board shall not discriminate against any employee by reason of his/her membership in the Union and its affiliates or his/her participation in any lawful activities of the Union and its affiliates.

B. The Board shall not discriminate with regard to hiring, promotion, job assignment, or other conditions of employment because of race, age, sex, creed, color, national origin, other characteristics protected by law or Union activity. Nothing contained in this Agreement shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

C. 1. No employee shall be disciplined without just cause.

2. Whenever an employee is required to attend a meeting before a supervisory or administrative staff, which meeting may result in disciplinary action against the employee, that employee shall be given advance notice of the meeting and of its disciplinary nature and advised of his/her right to be represented by the Union at the meeting. This provision is not intended to apply to fact gathering inquiries by the supervisory or administrative staff.

D. Whenever an employee is required to appear before the Board or any committee or any member thereof concerning any charge or inquiry into a matter which could adversely affect the continuation of that employee in his position or employment, then he/she shall be given prior written notice of the reasons of such meeting or interview and shall be entitled to have a representative of his/her union in attendance during such meeting or interview.

E. 1. Employees are to be notified in writing of the results of their evaluations. The employee shall sign a copy to acknowledge receipt only; the employee shall be permitted to write his/her comments as to any areas of disagreement.

2. Employees shall receive a copy of any and all disciplinary material placed in their personnel file. Employees shall be entitled to attach a response to reprimands, complaints, or any other material to be placed in their personnel file. Employees must be informed when formal documentation is filed.

3. With prior appointment, employees shall have the right to review the contents of their personnel file. Upon request, employees shall be entitled to a copy of any material contained in their personnel file.

F. Employees shall recognize and honor the Board's obligation to protect confidentiality of student and employee information and shall not disclose such information to other persons except as necessary to the performance of their duties.

G. Any dialogue between employer and employee is to be conducted in a professional manner.

ARTICLE VI
UNION RIGHTS AND PRIVILEGES

A. The Union Chairperson shall be informed of all disciplinary action against any employee.

B. With prior administrative notification and approval, the Union's representative may visit the Board's premises for the purpose of investigating working conditions or conferring with the Board or Administration or the employees provided such visitation or conferring does not interfere with the work performance of the employees.

C. The Board shall provide space for a Union bulletin board in a reasonable accessible place for Union notices.

D. The Union and its representatives may be permitted to use the transportation building at reasonable hours for meetings after the duty hours of all Union members. The Transportation Coordinator shall be notified in advance of the time and requested place of all such meetings and the Union shall seek approval for the use of the building from the business office.

E. Any employee covered by this Agreement that is elected to a full-time Union position shall be granted a paid leave of absence for the period of time that the employee remains in office. Notwithstanding the foregoing, the paid leave of absence is expressly conditioned upon the Union reimbursing the Board for the full costs of the affected employee's salary and benefits including but not limited to base pay, employer payroll tax contributions and benefit costs. However, such employee shall not be eligible to receive benefits directly related to their job title, such as clothing

allowance, shoe allowance, meal allowance, holiday pay, vacation accrual accumulation and sick leave accumulation. Upon expiration of the employee's term of union office, or upon their earlier return to work for the Board, the employee shall return to their previously held position with no loss of seniority of pay.

F. Use of School Equipment

With prior approval, the Union shall have the privilege to use equipment, including technology, duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times outside of working hours, providing the Transportation Coordinator or Business Administrator regards the equipment as being in satisfactory condition for the extra use. The Union shall furnish material and supplies incidental to such use including but not limited to paper, toner, print cartridges and the like.

G. The district transportation facility, tools and equipment are not available for personal use, except for the mechanics subject to prior approval by the Transportation Coordinator or the Business Administrator and execution of an indemnification agreement between the employee and the Board of Education.

H. Mail Facilities and Mailboxes

The Union shall have the right to use the transportation building's mailboxes for official union business as it deems necessary and without the approval of the Transportation Coordinator or other administrative personnel.

ARTICLE VII
UNION SECURITY

A. The Board shall deduct from the wages of employees and remit to the Secretary/Treasurer of the Union regular membership dues, for those employees who sign authorization cards permitting such payroll deductions. Deductions shall begin within thirty (30) calendar days of receipt of notification by the Business Office.

B. The Board and Union agree that each shall comply with the provisions of the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11 to 5.15.

C. The Union will indemnify and save harmless the Board from any and all claims and disputes that may arise out of or by reason of action taken by the Board in reliance on the authorization of deducted monies on behalf of the Union.

ARTICLE VIII
TEMPORARY LEAVES OF ABSENCE

A. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay for each school year:

1. Personal

a. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during working hours. Application to the employee's immediate superior for the personal leave shall be made at least five (5) calendar days before taking such leave (except in the cases of emergency, but then the employee shall be required to contact his/her immediate supervisor or designee to explain the emergency prior to taking said leave) and the applicant for such leave shall not be required to state the reason for taking it under this section. At the end of each year, any unused personal days shall be applied to sick leave days.

b. New employees hired after the start of the school year (September 1st through June 30th) will be allotted leave(s) time for personal, legal, business, household, or family matters on a prorated basis. New employees will be given credit for a full month if they work any time before the 15th.

c. Up to an aggregate of four (4) Union business days for Union section Committeepersons to attend Union functions including, but not limited to, conferences and conventions. Such Union business days shall apply for each year to the Union as a whole and shall not be cumulative.

d. Time necessary for appearance in any legal proceeding connected with the employee's employment, or with the school system, other than action initiated by the employee, if the employee is required by law to attend.

e. Employees are discouraged from taking leave time either immediately before or immediately after any recess periods (e.g., Thanksgiving Recess, Winter Recess, President's Holidays, Spring Recess, etc.).

2. Family death

a. Up to five (5) days total per occurrence in the event of death in the immediate family wherever domiciled, or any relative domiciled in the employee's residence. This leave is to be taken immediately following the death of the immediate family member. Any exceptions to this may be appealed to the Transportation Coordinator.

b. The immediate family is defined as:

(1) Husband, wife, and children,
(2) Father and mother,
(3) Stepfather and stepmother,
(4) Sisters and brothers,

(5) Grandparents,
(6) Grandchildren, and
(7) Corresponding in-laws defined as:

i. Father-in-law and mother-in-law,
ii. Sister-in-law and brother-in-law,
iii. Son-in-law and daughter-in-law, and
iv. Grandparent-in-law.

c. Up to three (3) days leave per school year may be utilized for death other than in the immediate family (as defined above). Such leave shall be subject to the pre-approval of the Superintendent.

d. Additional leave for death may be granted upon approval of the Superintendent.

3. Serious Family Illness

a. Up to five (5) days total annually in the event of serious illness in the immediate family (defined above) wherever domiciled, or any relative domiciled in the employee's residence.

b. An explanation of the nature of the family member's illness shall be provided on the leave form for information purposes.

c. Additional circumstances and/or leave for serious illness may be granted, with or without pay, upon approval of the Superintendent.

d. Employees are discouraged from taking leave time either immediately before or immediately after any recess periods (e.g., Thanksgiving Recess, Winter Recess, President's Holidays, Spring Recess, etc.).

4. Other Leaves

a. Other leaves of absence, with or without pay, may be granted by the Board.

b. Jury duty will be granted with pay less the jury duty stipend.

B. 1. Accumulative Sick Leave

Leaves taken pursuant to Section A above shall be in addition to ten (10) or twelve (12) days annually accumulative sick leave to which employees are entitled, except as otherwise specified in the schedules of salary. Ten (10) month employees shall receive ten (10) days of sick leave annually. Twelve (12) month employees shall receive twelve (12) sick days.

2. Prorated Sick Leave

New employees hired after the start of the school year will be allotted sick days on a prorated basis according to the following formula: one (1) sick day per number of months between the date of employment and June 30th. New employees will be given credit for a full month if they work any time before the 15th.

C. Sick Leave Bank

The Board shall establish a Sick Leave Bank for all members of the Union. This bank is established to provide compensable leave coverage to members who are absent for an extended period due to catastrophic illness or injury. This bank shall operate in accordance with the following rules and regulations.

1. The sick leave bank shall be administered by a committee which shall be composed of three (3) members selected by the Superintendent and three (3) members selected by the TWU.

2. The committee shall establish standards and procedures that it deems appropriate for the operation of the sick leave bank.

3. A member with ten (10) days accumulated sick leave may donate to the Sick Leave Bank. Sick days from the annual allotment of ten (10) days may not be donated unless it is the year of their retirement. Written notice must be given to the members desiring to donate a minimum of one (1) day from accumulated sick days or personal days during the enrollment period, prior to any employee's request to utilize the sick leave bank. The annual enrollment period in which to donate sick days shall be from June 1st to June 30th. The contributed sick day(s) will be deducted from the member's accumulated sick or personal leave as of July 1st. If a member retires from the District prior to the designated enrollment period, the member may make a one-time donation of sick days to the bank.

4. A member's contribution(s) shall be voluntary.

5. The Sick Leave Bank shall be available only to those members who:

   a. have exhausted all earned and accumulated sick leave; and

   b. a physician's certification of a serious illness; and

   c. been absent a minimum of thirty (30) consecutive workdays; any exceptions may be appealed to the Board.

6. Use of Sick Leave Bank days for intermittent leave, for serious illness, may be granted by the Sick Leave Committee.

7. A member who is eligible to utilize the Sick Leave bank must submit a written request to the Superintendent or his/her designee. The request shall outline the nature of the problem and the reason(s) for the requested use of the bank. This request shall also include medical verification of the illness, injury or disability. Verification of continued disability will be required at quarterly intervals. The Board reserves the right to have the member examined by medical personnel of its choice at the Board's expense.

8. Member's utilization of the Sick Leave bank shall be subject to approval of the Sick Leave Committee.

9. Members are limited to no more than one hundred fifty (150) Sick Leave Bank days in a three (3) year period. There shall be no limit placed on how an employee may utilize the one hundred fifty (150) Sick Leave Bank days in a three (3) year period, e.g. utilize 150 days in the 1st year or 50 days in each year.

10. Utilization of the Sick Leave Bank in any subsequent school year shall be subject to the renewed approval of the designated committee. As of the commencement of a new school year, an employee must exhaust all entitlements for that year, including sick days, personal days, and vacation days, prior to being eligible for use of the Sick Leave Bank.

D. Good Attendance.

Employees who are absent for five (5) days or less (bereavement leave excepted) during the school year shall receive a "good attendance" stipend of $100, payable on or before July 31 of the next school year.

ARTICLE IX
EXTENDED LEAVES OF ABSENCE

A. 1. An employee who anticipates a disability shall notify the Transportation Coordinator in writing of the anticipated commencement of the disability at least thirty (30) calendar days in advance if possible or as soon as the employee knows of it.

2. The Board of Education reserves the right to regulate the commencement and termination dates of anticipated disability leaves in order to preserve educational continuity. When such a disability occurs, an employee who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, pursuant to the negotiated agreement and the rules of the insurance carrier. However, time spent on an unpaid leave shall not be counted for accrual of any benefits.

3. Relative to disability, should an employee elect to continue work, the employee may do so until:

   a. The Board's physician and the employee's physician agree that the employee is medically unable to continue working, or

   b. provided there is a difference of medical opinion between the Board's physician and the employee's physician, then the two (2) physicians shall agree in good faith on a third (3rd) impartial physician who shall examine the employee and whose medical opinion shall be conclusive. The cost of the third (3rd) physician's examination shall be borne by the Board.

4. The employee must notify the Board in advance in writing on or within thirty (30) calendar days prior to the employee's intent to return to duty.

B. Child care leave is available to an eligible employee at the end of the legal disability period either by statute or through the provisions of this article. An employee opting for statutory leave shall not be eligible for contractual leave.

1. Statutory leave entitles the employee to follow the laws governing State and Federal Leave. The employee will be obligated to return at the end of the statutory leave.

2. Contractual child care leave shall begin immediately upon:

   a. The termination of a disability leave associated with the birth of a child or,

   b. in the case of a paternal child care leave or the adoption of a child, upon the birth of the child or the date of custody of the child.

3. Contractual child care leave shall terminate at the end of the school year in which the leave was granted. Extension, or other adjustments to the duration of the leave, shall be at the sole and full discretion of the Board of Education.

4. An employee desiring an unpaid leave shall apply not less than ninety (90) calendar days before the anticipated delivery date of the infant. In the case of adoption, notice shall be given to the Transportation Coordinator when application for the adoption is made. In cases of adoption, application shall be made for a specific leave period as soon as the employee is informed of the anticipated custody date. If, within two (2) weeks after the commencement of said leave, the option/birth is unsuccessful, the leave will be waived upon the request of the applicant.

5. Contractual unpaid childcare leave is available to employees who fulfill the requirements set out above. Approval of leave is conditioned upon adequate

staffing as determined by the Board of Education. No request will be disapproved arbitrarily or capriciously.

6. To be eligible for a salary increment, an employee must work at least six (6) months in the school year that the leave commences or terminates.

7. An employee on a voluntary unpaid leave of absence shall not be eligible to receive or to accrue benefits except as provided by statute. The Board shall, however, continue the employee's coverage for an employee who is not eligible for FMLA and NJFLA in the district's group health plans for a period of nine (9) weeks, after which the employee may continue coverage at his/her own expense, in accordance with the rules of the insurance carrier. This provision shall run concurrent with any leave benefits for qualified employees under FMLA or NJFLA.

8. To be eligible for childcare leave, an employee must be actively employed in the district for the entire academic year prior to the requested leave.

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

D. Other leaves of absence without pay may be granted by the Board.

E. 1. An employee shall not receive increment credit for time spent on leave granted pursuant to Section A, B, C, and/or D of this Article.

2. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return.

F. All extensions or renewals of leaves shall be applied for in writing and, if approved by the Colts Neck Township Board of Education, granted in writing.

G. Other leaves of absence with partial pay may be granted by the Board. These leaves will generally be of such a nature that the granting of them will cause the Colts Neck Township School system to benefit. Application for these leaves should be made to the Superintendent no later than thirty (30) days prior to the commencement of the leave period.

ARTICLE X
SALARY GUIDE PLACEMENT

An employee hired after February 1st of any school year will remain on the same salary step and will not receive full credit toward the next increment step for the following year.

ARTICLE XI
RETIREMENT & SICK LEAVE BENEFITS

A. Retirement Benefit

For all employees hired prior to July 1, 2017, following fifteen (15) years employment in the Colts Neck Township School District, the retiring employee shall receive monies in the amount of two thousand dollars ($2,000). This benefit will be provided subject to the following conditions:

1. Written notice of intent to retire must be submitted to the Superintendent prior to December 31st of the school year in which the retirement will occur. If the notification is not timely, the employee may make an application, consistent with this article, during the following year.

2. The employee retiring will receive the benefit during July, subsequent to having submitted the notification described above.

B. Accumulated Sick Leave

Following fifteen (15) years of employment in the Colts Neck Township School District, upon retirement within the meaning of PERS with the receipt of immediate benefits, the retiring employee shall be compensated for accumulated sick leave under the following conditions:

1. Written notice of intent to retire must be submitted to the Superintendent prior to February 1st of the school year in which the retirement will occur. If the notification is not timely, the employee may make application, consistent with this article, during the following year.

2. The person retiring during the period commencing July 1, 2023 through June 30, 2026 will receive seventy-five dollars ($75) for each accumulated sick day over ten (10) days up to a maximum amount of five thousand dollars ($5,000).

ARTICLE XII
INSURANCE

A. The Direct Access 15/25 health insurance plan (also referred to as the "base plan") shall be provided for all employees who qualify and are covered by the Board on the date on which insurance terms of this Agreement have been negotiated. Premiums for such coverage shall be paid by the Board with all applicable member contributions to be made through payroll deductions consistent with P.L. 2011, c.78, Tier IV, regardless of any sunset provision contained therein. Employees may opt for expanded available coverage at their own expense.

The Board shall have the flexibility to replace the base plan with other carriers that shall provide substantially equal or better benefits than the base plan.

The Mechanic and Assistant Transportation Coordinator are considered full time if they work a minimum of thirty (30) hours a week on a regular basis in order to receive health/dental insurance benefits. Bus Drivers are considered full time if they work a minimum of twenty-five (25) hours a week.

B. New Employees

The Board shall offer all qualified employees single medical coverage only. These employees have the right to purchase dependent coverage or expanded coverage at their own expense at the group rate or opt not to receive coverage. Upon completion of three (3) years of employment in the Colts Neck Township School District, eligible employees may obtain family coverage. Employees can opt for expanded available coverage at their own expense or opt not to receive coverage.

C. Medical and Dental Benefits

1. The Board shall offer those qualified employees who have medical coverage the option to receive a stipend in lieu of medical benefits. Employees will be eligible for the stipend either upon the date of hire or during the open enrollment period (May) of each year. The stipend will be paid at the end of each school year. It will be based on the type of coverage the employee is entitled to and shall be capped based on the following twelve (12) month premium coverage:

$1,200	-	Single Coverage
$1,700	-	Parent and Child Coverage
$2,600	-	Husband and Wife Coverage
$3,000	-	Family Coverage

New employees hired after the start of the school year that opt not to receive medical and dental benefits will receive a prorated stipend based on the date he/she was hired to June 30th.

The stipend is subject to standard payroll taxes. Every effort shall be made to pay the stipend not later than June 30th of that school year.

a. Employees who have waived coverage may re-enter by applying during the enrollment period each year.

b. A hardship provision for re-entry is available which allows members and their families to re-enter the program on an immediate basis when there is a loss of coverage by a spouse resulting from:

(1) Termination of employment

(2) Legal separation (copy of decree required)
(3) Group contract/policy terminated
(4) Divorce (copy of decree required)
(5) Death (copy of certificate required)
(6) Military discharge (Form DD214 required)

D. Eligibility for family benefits shall be based upon length of service in the district, regardless of whether the employee has been receiving or opting out of health insurance benefits coverage.

E. The Board shall provide to employees single only dental coverage. Upon completion of three (3) years of employment in the Colts Neck Township School District, the employee can opt for the Board's family dental coverage. The Board shall pay in full the premium cost of enrollment in the Horizon Dental Insurance Plan.

F. All retired employees with less than twenty-five (25) years of service will be eligible to participate in the medical health insurance plan provided by the Board insurance carrier. All costs of the plan for the retiree will be paid for by the retiree.

G. The Board agrees to underwrite losses of personal property, other than cars and other means of transportation, used in the working process up to five hundred dollars ($500) per person per annum when such loss has been through theft or vandalism, while on school premises, unless such loss is covered by other existing insurance policy.

H. All employees will be reimbursed for any job-related tests needed for alcohol or drug abuse limited to blood and urinalysis tests only as required by the State of New Jersey.

ARTICLE XIII
MECHANIC

A. The annual term of employment for a mechanic is twelve (12) months and shall include thirteen (13) holidays to be identified by the Business Administrator based on the Colts Neck School District calendar. The work day is an eight (8) hour day exclusive of one (1) fifteen (15) minute break and one (1) forty five (45) minute mealtime per work day, the schedule of which shall be determined by the Transportation Coordinator. Summer hours (eight [8] hour day exclusive of one [1] fifteen [15] minute break and one [1] forty five [45] minute mealtime per work day, the schedule of which shall be determined by the Transportation Coordinator) are effective from July 1st through August 31st.

B. The mechanic currently employed shall continue to follow a holiday schedule that includes the extended Winter and Spring vacations and NJEA convention with the understanding that the mechanic or the assistant transportation coordinator shall be on site for the duration that a driver is required to work and that the transportation vehicle is on the road. The mechanic and assistant transportation coordinator

currently employed shall continue to determine a work schedule for the time period requiring coverage subject to approval by the Transportation Coordinator. In the event the mechanic and assistant transportation coordinator currently employed cannot agree on coverage, the Transportation Coordinator shall designate coverage for that time period.

C. The mechanic shall be required to attend one (1) orientation day, one (1) professional development day and one (1) in-service day at the discretion of the Transportation Coordinator.

D. Regular overtime is paid at time-and-a-half; Sunday overtime is at double-time. Regular overtime is defined as that time worked in excess of forty (40) paid hours per week. Paid sick days are counted for this purpose as time worked. Overtime on Saturday and Sunday shall consist of a minimum of three (3) hours of work. All overtime must be approved by the Transportation Coordinator, or Business Administrator, or Superintendent prior to working, except for emergencies when notification shall occur at the earliest possible time.

E. The mechanic shall be allowed twelve (12) sick days annually and unused days shall be accumulative. For new hires, days shall be prorated one (1) per month of employment.

F. Up to three (3) years of service within the district, the mechanic shall be entitled to ten (10) days' vacation annually. From four (4) to ten (10) years of service, the mechanic shall be entitled to fifteen (15) days' vacation annually. The mechanic employed in the district eleven (11) or more years will receive twenty (20) days' vacation. Vacation days are not cumulative. The Board will allow the mechanic to carry over three (3) unused vacation days to be used in the following year. For new hires, vacation days shall be prorated for less than one (1) full year of employment.

G. The mechanic shall receive a written individual employment notice by May 31st for the following year.

H. Validated emergency service (reporting for work when called outside regularly scheduled hours, in emergencies, i.e., bus breakdowns after regular hours) by Mechanic will be compensated as follows:

1. For reporting to the bus yard immediately upon being notified of emergency, $33.00.

2. For working a full hour or part of an hour over fifteen (15) minutes, workdays and Saturdays (12:01 A.M. through 11:59 P.M), time-and-a-half; on Sundays and holidays, double-time.

3. The mechanic's vouchers for overtime will be approved by the Transportation Coordinator.

I. The mechanic shall receive an annual allotment for slip resistant, steel-toed shoes up to a cost of three hundred dollars ($300). Receipts demonstrating proof of purchase shall be submitted to the Business Administrator for reimbursement.

J. The mechanic shall be provided weekly coveralls/uniforms provided by a uniform vendor for working on district vehicles. The mechanic will receive two (2) sweatshirts and two (2) t-shirts per year and one (1) winter coat every other year.

K. 1. The mechanic is required to have and maintain a valid Commercial Driver's License (CDL) with (P) and (S) endorsements. After four (4) months of continuous employment in the district, a new mechanic will be reimbursed the cost for fees for fingerprinting, CDL license with (P) and (S) endorsements, and physical examination less any insurance coverage or payment as required by the State of New Jersey.

2. The mechanic will be reimbursed for fees for fingerprinting/criminal history review, renewal of license and physical examinations as required by the State of New Jersey.

3. The mechanic must submit copies of receipts and/or canceled checks and a Board of Education voucher in order to receive payment.

L. The mechanic shall be reimbursed up to three hundred dollars ($300) annually as a tool replacement allowance to replace personal tools that have been worn out or broken while working on the district's vehicles. In order to qualify for this allowance, the mechanic shall submit copies of the receipts to the Business Administrator, and shall demonstrate tool wear or breakage. The Board of Education shall insure the mechanic's personal tools in accordance with the district's insurance policy. The mechanic shall provide annually an itemized inventory of personal tools.

M. A minimum of ninety (90) days' notice will be provided to the mechanic prior to contract with an outside service.

N. It is the obligation of the mechanic to notify the Transportation Coordinator of any motor vehicle conviction and or any other criminal or petty disorderly person convictions within twenty-four (24) hours of arrest/summons issued. In the event of extenuating circumstances that prevents the mechanic from providing twenty-four (24) hours notice, the mechanic has up to three (3) days after the arrest or issuance of summons to notify the Transportation Coordinator.

O. The mechanic shall be required to have and maintain at least one (1) operating telephone and the number to be on file with the Transportation Coordinator. Any change of residence address or operating telephone number is to be filed with the Transportation Coordinator within three (3) calendar days of such change.

ARTICLE XIV
ASSISTANT TRANSPORTATION COORDINATOR

A. The annual term of employment for the assistant transportation coordinator is twelve (12) months and shall include thirteen (13) holidays to be identified by the Business Administrator based on the Colts Neck School District calendar. The work day is an eight (8) hour day exclusive of one (1) fifteen (15) minute break and one (1) forty-five (45) minute mealtime per work day, the schedule of which shall be determined by the Transportation Coordinator. Summer hours (eight [8] hour day exclusive of one [1] fifteen [15] minute break and one [1] forty five [45] minute mealtime per work day, the schedule of which shall be determined by the Transportation Coordinator) are effective from July 1st through August 31st.

B. The assistant transportation coordinator currently employed shall follow a holiday schedule that includes the extended Winter and Spring vacations and NJEA convention with the understanding that the assistant transportation coordinator or mechanic shall be on site for the duration that a driver is required to work and that the transportation vehicle is on the road. The assistant transportation coordinator and mechanic currently employed shall continue to determine a work schedule for the time period requiring coverage subject to approval by the Transportation Coordinator. In the event the assistant transportation coordinator and mechanic currently employed cannot agree on coverage, the Transportation Coordinator shall designate coverage for that time period.

C. The assistant transportation coordinator shall be required to attend one (1) orientation day, one (1) professional development day and one (1) in-service day at the discretion of the Transportation Coordinator.

D. Regular overtime is paid at time-and-a-half; Sunday overtime is at double-time. Regular overtime is defined as that time worked in excess of forty (40) paid hours per week. Paid sick days are counted for this purpose as time worked. Overtime on Saturday and Sunday shall consist of a minimum of three (3) hours of work. All overtime must be approved by the Transportation Coordinator, or Business Administrator, or Superintendent prior to working, except for emergencies when notification shall occur at the earliest possible time.

E. The assistant transportation coordinator shall be allowed twelve (12) sick days annually and unused days shall be accumulative. For new hires, days shall be prorated one (1) per month of employment.

F. Up to three (3) years of service within the district, the assistant transportation coordinator shall be entitled to ten (10) days' vacation annually. From four (4) to ten (10) years of service, the assistant transportation coordinator shall be entitled to fifteen (15) days' vacation annually. An assistant transportation coordinator employed in the district eleven (11) or more years will receive twenty (20) days' vacation. Vacation days are not cumulative. The Board will allow the assistant transportation coordinator to carry over three (3) unused vacation days to be used in

the following year. For new hires, vacation days shall be prorated for less than one (1) full year of employment.

G. The assistant transportation coordinator shall receive a written individual employment notice by May 31 for the following year.

H. Validated emergency service (reporting for work when called outside regularly scheduled hours, in emergencies, i.e., bus breakdowns after regular hours) by the assistant transportation coordinator will be compensated as follows:

1. For reporting to the bus yard immediately upon being notified of emergency, $33.00.

2. For working a full hour or part of an hour over fifteen (15) minutes, workdays and Saturdays (12:01 A.M. through 11:59 P.M), time-and-a-half; on Sundays and holidays, double-time.

3. The assistant transportation coordinator's vouchers for overtime will be approved by the Transportation Coordinator.

I. The assistant transportation coordinator shall receive an annual allotment for slip resistant, steel-toed shoes up to a cost of three hundred dollars ($300). Receipts demonstrating proof of purchase shall be submitted to the Business Administrator for reimbursement.

J. The assistant transportation coordinator shall be provided weekly coveralls/uniforms provided by a uniform vendor for working on district vehicles. The assistant transportation coordinator will receive two (2) sweatshirts and two (2) t-shirts per year and one (1) winter coat every other year.

K. 1. The assistant transportation coordinator is required to have and maintain a valid Commercial Driver's License (CDL) with (P) and (S) endorsements. After four (4) months of continuous employment in the district, a new assistant transportation coordinator will be reimbursed the cost for fees for fingerprinting, CDL license with (P) and (S) endorsements, and physical examination less any insurance coverage or payment as required by the State of New Jersey.

2. The assistant transportation coordinator will be reimbursed for fees for fingerprinting/criminal history review, renewal of license and physical examinations as required by the State of New Jersey.

3. The assistant transportation coordinator must submit copies of receipts and/or cancelled checks and a Board of Education voucher in order to receive payment.

L. The assistant transportation coordinator shall be reimbursed up to three hundred dollars ($300) annually as a tool replacement allowance to replace personal tools that have been worn out or broken while working on the district's vehicles. In order to qualify for this allowance, the assistant transportation coordinator shall submit copies of the receipts to the Business Administrator, and shall demonstrate tool wear or breakage. The Board of Education shall insure the assistant transportation coordinator's personal tools in accordance with the district's insurance policy. The assistant transportation coordinator shall provide annually an itemized inventory of personal tools.

M. It is the obligation of the assistant transportation coordinator to notify the Transportation Coordinator of any motor vehicle conviction and or any other criminal or petty disorderly person convictions within twenty-four (24) hours of arrest/summons issued. In the event of extenuating circumstances that prevents the assistant transportation coordinator from providing twenty-four (24) hours' notice, the assistant transportation coordinator has up to three (3) days after the arrest or issuance of summons to notify the Transportation Coordinator.

N. The assistant transportation coordinator shall be required to have and maintain at least one (1) operating telephone and the number to be on file with the Transportation Coordinator. Any change of residence address or operating telephone number is to be filed with the Transportation Coordinator within three (3) calendar days of such change.

O. The assistant transportation coordinator will be reimbursed up to an amount equal to $20 per month for use of her personal cellular phone provided the assistant transportation coordinator expends $20 per month or more in expenses for said personal cellular phone.

P. The Assistant Transportation Coordinator shall perform all performance responsibilities and such other duties in fulfillment of his/her general responsibilities as may be required by the Transportation Coordinator, Superintendent, or Board of Education in accordance with law.

ARTICLE XV
DRIVERS

A. Working Conditions

1. Annual Term of Employment: Ten (10) months – 184 days: The 182nd day is for attendance at the district's Orientation Day in September, the 183rd day is for in-service and transportation issues and the 184th day is for professional development. Any driver not in attendance for mandated in-service training or orientation shall have to obtain such training or orientation on their own time and at their own expense, with the assistance of the Transportation Coordinator, within thirty (30) calendar days. Failure to obtain such training

within thirty (30) calendar days may result in the driver being suspended without pay for each day so originally missed.

2. Drivers transporting out of district students must also work on days when those schools are open for students. However, if over 184 working days in the normal school year are involved, these drivers shall be compensated for any additional hours at their hourly rate.

3. Meetings requiring driver attendance as determined by the Transportation Coordinator or the Business Administrator: Each driver will be paid their hourly salary in quarterly hour increments when such meetings are held outside their regular duty hours, unless brought in from home specifically for a meeting, in which case a two (2) hour minimum would apply.

4. The following employees shall work for a minimum of twenty-five (25) hours per week for each year the employee is renewed during this agreement, and be eligible for health insurance benefits: Joann Commisso, Glen Gray, Nancy Havens, Joann Holder, Miriam Teeter and Joanne Tillotson.

5. Sick Leave: Ten (10) days per year, accumulative. For new hires, days shall be prorated one (1) per month of employment.

6. a. Drivers are required to have and maintain a valid Commercial Driver's License (CDL) with (P) and (S) endorsements. After four (4) months of continuous employment in the district, a new employee will be reimbursed the cost for fees for fingerprinting, CDL license with (P) and (S) endorsements, and physical examination less any insurance coverage or payment as required by the State of New Jersey.

   b. Drivers will be reimbursed for fees for fingerprinting/criminal history review, renewal of license and physical examinations as required by the State of New Jersey.

   c. Drivers must submit copies of receipts and/or cancelled checks and a Board of Education voucher in order to receive payment.

7. Employees required to work on Saturday and/or Sunday shall receive a minimum of three (3) hours pay.

8. When a driver is requested/required to standby (i.e. at the bus yard, at school, at home, etc.), the driver will receive his/her regular hourly rate of pay in quarterly hour increments for time spent on standby beyond their contracted hours.

9. In the event that a run exceeds ten (10) minutes or more, and is a continuation of/or time immediately prior to A.M. or P.M. work blocks, the driver will be compensated in quarterly hour increments at his/her base rate pay. When

additional time is required, beyond the driver's employment contract, the driver will be paid by voucher. After thirty (30) calendar days, the employee's contract may be amended to reflect the additional time.

10. When an assigned out of district daily run is fully canceled, the Transportation Coordinator shall assign the affected driver alternate work-related duties which may include driving another existing route. Alternate work shall be for a base contract guarantee of four (4) hours unless the alternate work requires driving an existing route which will then be the length of time previously assigned to that existing route; consideration shall be given to years of service.

11. The Union shall conduct route picks for each new school year, and for the in-district summer program. Said picks shall utilize route packages submitted to the Union Section Chairperson and placed on a table on pick day by the Transportation Coordinator.

    a. On or before June 10th, the pick for the in-district summer program shall be conducted using the summer work sign-up list.

    b. On the Thursday of the third full week in August for the forthcoming school year drivers shall select packaged runs on a seniority basis. Members shall be notified of the selection date not less than two (2) weeks prior to the selection date.

    c. Route packages for the in-district summer program and the new school year shall be available for driver review on the business day prior to the pick(s) from 10:00 A.M. to 2:00 P.M. at the transportation building.

    d. All packages shall indicate base contract hours; and, if out of district, the out of district school(s) daily time schedule(s), and calendar(s), when known.

    e. Any driver who cannot attend the pick, may designate (in writing) to the Transportation Coordinator a fellow driver to make his/her pick(s).

    f. Within two (2) business days from dissemination of the route packages, the Union Section Chairperson shall turn over to the Transportation Coordinator the original route packages with the names of the drivers who chose them.

    g. The Transportation Coordinator reserves the right to change the assignment of any package with good cause. Should the Transportation Coordinator make any assignment changes, the Transportation Coordinator shall then notify the affected drivers within two (2) business days following receipt of packages from the Union, specifying the reasons for such package assignment changes.

h. When route assignment changes are made, the Transportation Coordinator shall make every effort to keep the affected drivers at the same total work hours as they originally chose.

i. If the affected driver(s) does not agree with the reasons for such assignment change, the driver(s) shall have the right to appeal the Transportation Coordinator's decision to the Business Administrator. In the event the matter is not resolved, the driver(s) has the option of a second appeal to the Superintendent.

j. A temporary vacancy or new run that will exist for one (1) month or longer shall be posted as soon as the Transportation Coordinator is notified of the vacancy. Any driver beneath the vacated run interested in filling the vacated run shall sign their name on the posting. The posting for the vacated run will be posted on the board for five (5) workdays, only. The senior driver who applies will be given the run, provided that the move must result in an increase in the senior driver's hours. Only one move will be allowed and a sub-driver will be used to fill any run that remains vacant. If the run ends or employee returns, the moving driver(s) shall return to their original run(s).

k. An out-of-district driver beneath the vacated run and interested in filling the vacated run may do so if the run becomes permanently vacant even if there is not an increase of hours. The driver shall sign their name to the posting and the senior most driver shall be given the run as reflected in the above paragraph.

12. All trips shall pay a minimum guarantee of one (1) hour.

13. Summer Work will be assigned by contract with a guaranteed minimum of four (4) hours pay for each day worked.

14. Drivers who work during summer recess will be allowed up to five (5) days off, without pay, provided the driver secures an approved substitute driver.

15. A minimum of ninety (90) calendar days' notice will be provided to driver(s) prior to contract with an outside service.

16. Driver(s) shall receive a written individual employment notice by May 31st for the following year.

17. It is the obligation of all drivers to notify the Transportation Coordinator of any motor vehicle conviction and or any other criminal or petty disorderly person convictions within twenty-four (24) hours of arrest/summons issued. In the event of extenuating circumstances that prevents a driver from providing twenty-four (24) hours' notice, the driver has up to three (3) days after the arrest or issuance of summons to notify the Transportation Coordinator.

18. All drivers shall be required to have and maintain at least one (1) operating telephone and the number to be on file with the Transportation Coordinator. Any change of residence address or operating telephone number is to be filed with the Transportation Coordinator within three (3) calendar days of such change.

19. It is the obligation of all drivers to familiarize themselves and fully comply with the procedures established by the Board pertaining to the pick-up and dismissal of students.

20. In the event that temporary coverage is necessary and there is a lack of substitute drivers available, the Transportation Coordinator may assign any driver to such coverage.

21. In the event that a driver is absent, a substitute driver will be assigned for the regular driver's full shift. If a substitute is unavailable for mid-day work, such mid-day work will be assigned to the most senior driver signed up for Extra Work and next in rotation.

B. Extra Work

1. Extra work is defined as any trip or run that is:

   a. scheduled in advance and known to the Transportation Coordinator, and has not been assigned to a driver as part of his/her yearly contract, or

   b. any trip or run that is not planned and not previously known by the Transportation Coordinator.

2. Extra work shall be assigned on an individual run basis and shall include (but is not limited to):

   a. Late run when the regularly assigned driver is not available
   b. Mail run when the regularly assigned driver is not available
   c. County Office run
   d. Field trip
   e. Athletic trip
   f. Vehicle repair run
   g. Vocational School run assigned for the full program
   h. Short notice trip

3. All extra work for drivers shall be paid at their contracted rate.

4. Drivers that have a mid-day run will be given Extra Work or Class Trips that work around their hours. Seniority and/or a rotating basis will not be utilized for these assignments.

5. Late runs will receive a minimum of one (1) hour at their hourly rate.

C. The Board will supply a copy of all job postings to the designated District Representative of the TWU, Local 220.

D. There will be separate sign-up lists for Field Trips and Extra Work posted on the bulletin board on Orientation Day in September for work between September and December. The lists will again be posted in December for work between January and June. An additional sign-up list will be posted by June 5th for any summer work known at that time. Each posting will be for seven (7) calendar days and will be brought to the drivers' attention for sign up. Drivers may sign any or all lists. Extra work may be given to a driver who has not signed up if no signed up driver is available or would be unable to complete the Extra Work due to lack of time.

E. As unforeseen Extra Work becomes known, the Transportation Coordinator shall assign the work by continuing on the original sign-up list. In the case of a "last minute" emergency, the Transportation Coordinator may assign the Extra Work to any driver on the list.

F. If Extra Work that was assigned is canceled, the driver of said Extra Work shall be put on the top of the list for the following month's assignments.

G. If a driver cannot do the Extra Work that was assigned, the driver must notify the Transportation Coordinator as soon as possible. The Extra Work will then be given to the next available driver on the sign-up list. If a driver fails to do the assigned Extra Work, the driver shall lose their turn.

H. In the event Extra Work is canceled or rescheduled after a driver has been assigned, that driver will be notified in a timely manner. In the event the affected driver is not notified of the cancellation prior to reporting for the Extra Work, the driver shall receive one (1) hour pay. Rescheduled Extra Work will first be offered to the driver who was originally assigned to that Extra Work.

I. A driver may remove his/her name from the sign-up list at any time, but once the list is taken down, they may not add their name until the next posting.

ARTICLE XVI
PROBATIONARY EMPLOYMENT

All new employees must serve a ninety (90) day probationary period. During such period, the Board has the right to terminate for any reason and the employee shall not have access to the grievance or arbitration process during the 90 day probationary period.

ARTICLE XVII
SALARY GUIDES

A. The hourly rate for employees initially hired for the 2023-2024 school year shall be $27.00. The hourly rate for employees initially hired for the 2024-2025 school year shall be $27.41. The hourly rate for employees initially hired for the 2025-2026 school year shall be $27.81. All new hires shall be paid in their first year consistent with the hourly rates for the designated year of hire, with 3% increases each subsequent year over previous year levels. Employees shall receive a wage increase for each of the following school years as indicated below and as outlined in the attached salary guide.

School Year	Increase
2023-2024	3.0%
2024-2025	3.0%
2025-2026	3.0%

B. The Board reserves the right to increase the entry-level salary to reflect the experience level of the new hire and/or the needs of the district.

C. An employee hired after February 1 of any school year will remain on the same salary and will not receive a salary increase for the following year.

D. Employees with fifteen (15) years of service to the District shall receive an additional one dollar per hour ($1.00/hour) increase to their hourly wage as a longevity payment. Said longevity payment shall be non-accumulative from year to year.

E. Assistant Coordinator shall receive a one-time $5,000 salary adjustment on July 1, 2023, then only contractual percentage raises, starting July 1, 2024.

ARTICLE XVIII
STAFF DEVELOPMENT

A. Reimbursement of expenses is provided to employees for course work, workshops and/or seminars outside the district that are consistent with the employee's duties and responsibilities. Enrollment in courses, workshops and/or seminars must receive the approval of the employee's supervisor and the Superintendent prior to his/her attendance. All requests will be subject to the limitation of the current year's budget. In order to be eligible under this provision, the employee has had to have worked for the district one (1) full year and work four (4) hours or more daily.

B. Employees shall be required to attend one (1) professional development day with pay during the school year, at the discretion of the administration.

ARTICLE XIX
SEVERABILITY

If any term, provision or condition of this contract is held to be unlawful, illegal or in violation of law in a final judgment, such term, provision or condition shall be null and void and such action shall have no effect on the balance of this contract.

ARTICLE XX
JOB ACTION

A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and the avoidance of disputes which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruption during the period of this contract.

B. The TWU accordingly agrees, during the period of this contract, that it will not, nor will any person acting in its behalf, cause, authorize, or support nor will any of its members take part in, any strike (i.e., the concerted failure to report to duty, or willful absence of any employee of the Colts Neck Township Board of Education from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties or employment) for any purpose whatsoever.

1. The above is interpreted that: TWU may be held liable in damages for "Wild Cat" strikes, unless the union in writing, immediately disavows the strike and notifies the strikers to return to work.

2. In the case of a strike, the Board may apply for an injunction against the TWU.

3. The TWU agrees not to take part in "sanctions" against the Board.

4. The TWU agrees that any strike is a breach of contract and that such act removes all impediments from and permits the Board to discipline employees taking part in that breach of contract.

5. The Employer agrees that there will be no lockout of employees covered under this agreement during the life of the agreement and the Union retains the right to seek relief as it may be entitled to have in the event of a breach of this provision by the Employer.

ARTICLE XXI
DURATION OF CONTRACT

This contract shall be effective as of July 1, 2023 and shall continue in effect until June 30, 2026. This contract shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives and attested by their seals on the ____ day of September in the year 2023.

COLTS NECK TOWNSHIP BOARD OF EDUCATION

Heather A. Tormey

Heather Tormey, Board President

Vincent Marasco

Vincent S. Marasco, Board Secretary/
Business Administrator

TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO, LOCAL 220

Christina Scott

Christina Scott, President

Ralph Stuto

Ralph Stuto, Chairperson

COLTS NECK TOWNSHIP SCHOOLS
JULY 1, 2023 THROUGH JUNE 30, 2026

SALARY GUIDE

NAME	POSITION	23-24 SALARY (3%)	24-25 SALARY (3%)	25-26 SALARY (3%)
Patterson, Stanley	Mechanic	$79.471	$81,855	$84,311
Spader, Audrey	Assistant Transportation Coordinator	$56,988	$58,698	$60,459

NAME	POSITION	23-24 HOURLY RATE (3%)	24-25 HOURLY RATE (3%)	25-26 HOURLY RATE (3%)
Commisso, Joann	Bus Driver	$35.01	$36.06	$37.14
Crawley, Laura	Bus Driver	$27.54	$28.37	$29.22
Dawson, Gregory	Bus Driver	$27.00	$27.81	$28.64
Dawson, Gwynne	Bus Driver	$27.54	$28.37	$29.22
Donoghue, John	Bus Driver	$29.79	$30.68	$31.60
Gray, Glen	Bus Driver	$28.37	$29.22	$30.10
Havens, Nancy	Bus Driver	$33.99	$35.01	$36.06
Holder, Joann	Bus Driver	$35.01	$36.06	$37.14
McGuiness, Vikki	Bus Driver	$27.54	$28.37	$29.22
McQuagge, Yasuko	Bus Driver	$27.54	$28.37	$29.22
Stuto, Ralph	Bus Driver	$27.54	$28.37	$29.22
Teeter, Miriam	Bus Driver	$30.95	$31.88	$32.84
Tesoriero, Christine	Bus Driver	$27.54	$28.37	$29.22
Tillotson, Joanne	Bus Driver	$29.79	$30.68	$31.60
Tricomi, Concetta	Bus Driver	$27.54	$28.37	$29.22

LOCAL UNION OFFICERS

Christina Scott	President
Chet Smilek	Executive Vice President
Mike Ormsby	Vice President
Jeanne Franklin	Secretary Treasurer

SECTION COMMITTEE

Ralph Stuto	Chairperson
Nancy Havens	Vice Chairperson

INTERNATIONAL OFFICERS

John Samuelsen	International President
Jerome Lafragola	International Secretary Treasurer

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