

AGREEMENT BETWEEN
BRIDGETON BOARD OF EDUCATION
AND
TEAMSTERS LOCAL 676
BRIDGETON BUS DRIVERS

July 1, 2018 - June 30, 2021

TABLE OF CONTENTS

1.	ARTICLE 1 RECOGNITION.....	1
2.	ARTICLE 2 OPERATIONS COVERED.....	1
3.	ARTICLE 3 DUES DEDUCTION.....	2
4.	ARTICLE 4 HIRING NEW EMPLOYEES.....	2, 3
5.	ARTICLE 5 SHOP STEWARDS.....	3, 4
6.	ARTICLE 6 MILITARY/JURY DUTY.....	4
7.	ARTICLE 7 ASSIGNMENTS.....	4
8.	ARTICLE 8 EXTRA CONTRACT ASSIGNMENT.....	4
9.	ARTICLE 9 GRIEVANCE PROCEDURE.....	5, 6
10.	ARTICLE 10 UNION RIGHTS.....	6
11.	ARTICLE 11 REPORTING ACCIDENTS.....	6
12.	ARTICLE 12 EMPLOYEE DISCHARGE/ SUSPENSION/DISCIPLINE.....	7
13.	ARTICLE 13 DISCRIMINATION.....	7
14.	ARTICLE 14 NO STRIKE CLAUSE.....	8
15.	ARTICLE 15 MISCELLANEOUS.....	8
16.	ARTICLE 16 INSURANCE PROTECTION.....	9, 10
17.	ARTICLE 17 WORK CALENDAR, LENGTH OF WORKDAY, WEEK, YEAR.....	11
18.	ARTICLE 18 SICK LEAVE.....	12
19.	ARTICLE 19 PERSONAL LEAVE.....	13
20.	ARTICLE 20 EXTENDED LEAVE OF ABSENCE.....	13

21.	ARTICLE 21 GENERAL.....	13
22.	ARTICLE 22 CLASSIFICATION AND SALARY RATES.....	14
23	ARTICLE 23 TERMS OF AGREEMENT.....	14
	SIGNATURE PAGE.....	14

ARTICLE 1 RECOGNITION

1. The Bridgeton Board of Education, City of Bridgeton, Cumberland County, hereafter known as the "Board", hereby recognizes the Teamsters Local Union No., 676, affiliated with the International Brotherhood of Teamsters, hereafter known as the "Union", as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all regularly employed school bus drivers employed by the Board, but excluding substitute bus drivers.
2. The Board will abide by the New Jersey Workplace Democracy Enhancement Act regarding all new hires who fall under the Recognition Clause in Paragraph 1

ARTICLE 2 OPERATIONS COVERED

1. Nothing contained herein shall be construed to deny or restrict to the Board or to any Union member such rights as he/she/it are provided under the school laws of New Jersey.
2. Teamsters Local Union No. 676 hereby recognizes the Bridgeton Board of Education as elected representatives of The City of Bridgeton School District and further recognizes the responsibilities of the Board and the Superintendent for the conduct and operation of the School District in compliance with New Jersey Statutes, Title 18A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right imposed by language of this Agreement in accordance with applicable laws and regulations:
 - a. To direct employees of the School District
 - b. 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
 - c. To relieve employees from duty because of lack of work or for other reasons, as permitted by law
 - d. To maintain the efficiency of the School District operations entrusted to them
 - e. To determine the methods, means, and personnel by which such operations are to be conducted, and
 - f. To take whatever actions may be necessary to carry out the mission of the School District in situations of emergency

ARTICLE 3 DUES DEDUCTION

1. The Board hereby agrees to deduct from the wages of employees by means of checkoff, the dues uniformly required by the labor organization pursuant to the provisions of N.J.S.A. 52:14-15.9e and to transmit same to the Union. The Board, after receipt of written authorization from such individual employees, agrees to deduct from the salaries of said employees, their monthly dues. Such deductions shall be made equally per pay period and submitted at the end of each month.
2. In making the deductions and transmittals as above specified, the Board shall rely upon the most recent communication from the Union as to the amount of the dues. If there is a change in such amount, the Union shall furnish the Board written notice at least thirty (30) days prior to the effective date of such change and shall furnish to the Board new authorizations from its members showing the authorized deduction for each employee.
3. The Board agrees to forward to the Union the full name and address or application obtained from the shop steward for all new employees who become eligible for membership. An employee shall be liable for Union dues after serving thirty (30) days. The Board further agrees to notify the Union when unit employees are discharged, granted leaves of absence, are absent due to illness or injury, or leave the employ of the Board for any reason whatsoever when submitting the dues deduction list to the Union office each month.
4. No deduction will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made.
5. Both parties recognize the U.S. Supreme Court decision in Janus v. AFSCME and will abide by it.
6. Both parties recognize their responsibilities under sections 3 (a)-3(f) of the New Jersey Workplace Democracy Enhancement Act.

ARTICLE 4 HIRING NEW EMPLOYEES

1. The Board shall retain the right to hire as per the New Jersey Statutes in Title 18A.

2. The Board shall execute the standard form of school employees' contract for non-certificated employees incorporating the fourteen (14) calendar day termination clause by either party.
3. If an employee is discharged from his/her position for any reason, the Union shall be notified in writing by the Board within 48 hours. If an employee resigns his/her position, the Union shall be notified in writing by the Board within fourteen (14) calendar days.
4. Effective July 1, 2019, all new hires shall serve an initial 90-day probationary period during which they will not receive any contractual fringes or benefits. At the sole discretion of the Board, a second 90-day probationary period can be extended with written notice to the Union.

ARTICLE 5 SHOP STEWARDS

1. The Board recognizes the right of the Union to designate Shop Stewards and Alternates. The authority of the Shop Stewards and Alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:
 - a. The investigation and presentation of grievances to the Board or Board's designated representative shall be in accordance with the provisions of the Collective Bargaining Agreement.
 - b. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such information:
 - i. Has been reduced to writing.
2. Shop Stewards and Alternates have no authority to take strike action or any other action interrupting the Board's business. The Board, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized action, slowdowns, or work stoppages in violation of this Agreement.
3. Shop Stewards and Alternates shall not give orders to employees nor countermand an order of management. Shop Stewards and Alternates shall not receive any compensation or privileges not enjoyed by other Union members.
4. Shop Stewards shall be permitted to investigate, with knowledge of the Transportation Coordinator, and present and process grievances on the property of the Board.

During the investigation of possible grievances, all bus drivers are required to complete their routes/runs without interruption. Shop Stewards shall investigate, present, and process grievances in an efficient and timely manner so as not to disrupt/interfere with their regular workday. Any additional time spent by the Shop Stewards investigating, presenting, and processing grievances which falls outside of his/her regularly scheduled workday shall be without compensation.

ARTICLE 6 MILITARY/JURY DUTY

1. Both Federal and New Jersey law prevails regarding military leave and service.
2. In the event any employee covered by this Agreement is required to serve jury duty, the Board agrees to pay that employee his/her regular per diem rate of pay for all time served on jury duty.

ARTICLE 7 ASSIGNMENTS

1. Bus routes will be assigned by the Administration to ensure that each driver has a minimum of six (6) hours per day, inclusive of the hour for work-related activities as defined in Article 17, subparagraph 7. Any new runs in excess of five (5) hours will be posted and applicants shall be selected based upon seniority.

ARTICLE 8 EXTRA CONTRACT ASSIGNMENT

1. The Board and all employees covered by this Agreement shall be prohibited from entering into any agreement ("side deal") either individually or collectively which in any way conflicts with the terms and conditions of this Agreement. If any such agreement/side deal is made, it shall be considered null and void.
2. Any and all amendments to this Agreement must be by mutual consent of the Board and the Union. In addition to being by mutual consent, any and all amendments to this Agreement must also be in writing and signed by authorized representatives of the Board and Union.

ARTICLE 9 GRIEVANCE PROCEDURE

1. The following grievance procedures are established:

- (a) Any employee who has a grievance, within ten (10) working days of the event or cause giving rise to the grievance, shall either first discuss it with the Transportation Coordinator or shall bring the grievance to the attention of the Union and request representation in any discussions with the Transportation Coordinator.
- (b) If the employee and/or the Union do not obtain a satisfactory resolution of the grievance with the Transportation Coordinator, the grievance, within ten (10) working days, shall be put in writing and sent to the Business Administrator who shall, within a reasonable time after the receipt of the grievance, meet with the aggrieved employee and a representative of the Union, and, within three (3) working days thereafter, submit a written decision to the Union and the aggrieved employee.
- (c) If the employee and the Union are dissatisfied with the decision of the Business Administrator, they may appeal to the Superintendent. Such appeal shall be in writing, shall state the nature of the grievance and the adjustment requested, and shall be filed with the Secretary of the Board within ten (10) working days after receipt of the Business Administrator's reply. Within ten (10) working days after receipt of such appeal, the employee and representative of the Union shall be afforded a meeting with the Superintendent. Within ten (10) working days after such a meeting, the Superintendent shall advise the employee and the Union of his/her decision, which shall be in writing and shall contain the basis for the decision.
- (d) If the employee and the Union are dissatisfied with the decision of the Superintendent, they shall request within ten (10) working days after the Superintendent's reply, that the complete file be delivered to the Board. The employee and representatives of the Union shall be afforded a hearing before the Board at the Board's next regularly scheduled meeting, or at the option of the Board, a committee composed of members of the Board. Within ten (10) working days after such meeting, the Board shall advise the employee and the Union of its decision, which shall be in writing and shall contain the basis for that decision.

- (e) If the Business Agent of the Union and the Board of Education cannot reach a satisfactory agreement on any disputed issue, including discipline or discharge, then the grievance shall be submitted to the New Jersey Public Employment Relations Commission ("NJ PERC") for disposition through an arbitration hearing. The written decision by the Arbitrator shall be binding on both parties. Both parties shall equally bear the costs for the Arbitrator's services. All other costs associated with Arbitration shall be paid by the Union and the Board separately.

ARTICLE 10 UNION RIGHTS

1. The Board shall permit the Union to use the school buildings for meetings at all reasonable hours as determined by the Board or the Administration. The Union shall submit a schedule of meetings in advance for Board approval. Requests for meetings of an emergent nature which cannot be approved by the Board due to time factors, shall be submitted for approval to the Superintendent. Such approval shall not be unreasonably withheld. All costs incurred by the Board as a result of a granted request which would not otherwise be incurred shall be the responsibility of the Union.
2. An employee or an authorized agent of the Union may request, at a time that is mutually agreeable to the Transportation Coordinator and employee/Union agent, a review of personnel files and/or payroll records in order to resolve any questions/concerns regarding an employee's wages, benefits, or working conditions.

ARTICLE 11 REPORTING ACCIDENTS

1. Any employee involved in any accident involving a school District vehicle shall immediately report said accident to the Transportation Coordinator.
2. Consistent with the Omnibus Transportation Employee Testing Act of 1991, 49 CFR, Pat 40 (Procedures), bus drivers will be subject to the following drug and alcohol testing:
 - a.) Pre-employment
 - b.) Post-accident
 - c.) Random testing
 - d.) Reasonable suspicion
 - e.) Return to duty, and
 - f.) Follow-up

ARTICLE 12 EMPLOYEE DISCHARGE/SUSPENSION/DISCIPLINE

1. The Board hereby retains and reserves unto itself the executive management and administrative control of the District and its employees, including, but not limited to the right to:
 - a.) Hire all employees and to determine their qualifications and conditions of continued employment or assignment
 - b.) Suspend, demote, discharge, or take other disciplinary action as necessary
 - c.) Establish any new job classifications, job duties, and/or qualifications
 - d.) Determine work performance, levels and standards of employee performance; and
 - e.) Establish, change, or modify work rules and regulations
2. The employment of an individual employee may be terminated by:
 - a.) Mutual agreement by the parties
 - b.) Unilateral action by one party upon fourteen (14) calendar days written notice to the other; and
 - c.) Unilateral action by the Board, effective immediately, in the event the employee engages in any activity that is illegal, dangerous to himself/herself or others, criminal, and/or contrary to Board policy or regulation.

ARTICLE 13 DISCRIMINATION

1. There shall be no discrimination by the Board against employees because of Union activities, nor shall there be any discrimination against any employee because of race, color, creed, sex, age, or nationality in the placement and retention of employment or in hours, wages, or working conditions of the employees.

ARTICLE 14 NO STRIKE CLAUSE

1. All grievances shall be processed in an orderly fashion through the steps provided in this Agreement. There shall be no strikes, work stoppage, slowdown lockouts or threats thereof, for any reason whatsoever during the term of this Agreement.

ARTICLE 15 MISCELLANEOUS

1. Whenever any notice is required to be given by either party of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so in writing with signed receipt of delivery at the following addresses:
 - a. If by Teamsters Local Union No. 676 to the Bridgeton Board of Education:

Bridgeton Board of Education
41 Bank Street
Bridgeton, New Jersey 08302
 - b. If by City of Bridgeton Board of Education to Teamsters Local Union No. 676:

Teamsters Local 676
101 Crescent Boulevard
Collingswood, New Jersey 08108
2. The parties agree to enter into collective negotiations over a successor Agreement, and they agree that this Agreement shall remain in full force and effect until such time that a new Agreement is reached in accordance with Chapter 13 Public Laws of 1974. Such negotiations shall begin no later than November 15th of the calendar year preceding the calendar year in which this Agreement expires.
3. This Agreement shall not be modified in whole or in part without mutual consent of the parties. Board policy shall prevail on all matters not covered by this Agreement.
4. The Board will reimburse all bus drivers upon successful completion of one (1) physical examination every two (2) years. All additional physicals required by P.L. 2018, C. 151 shall be solely at the driver's expense. Any follow ups or failed physicals shall be solely at the driver's expense. The Board shall pay for all drug and alcohol screenings.

ARTICLE 16 INSURANCE PROTECTION

1. The Board shall provide medical coverage with a provider at the discretion of the Board for the employee, family, and dependent coverage where eligible. Employee contributions will be at Tier 4 of the Chapter 78 contribution table throughout the entire Agreement. Such premium payments shall be for the full twelve (12) month period of the coverage year and continue every year thereafter for all employees covered by this Agreement.

2. The Board agrees to pay full family, drug, and prescription plan (Retail Copay \$10 Generic/\$20 Preferred Brand, Mail Order Copay \$10 Generic/\$20 Preferred Brand; Mandatory Mail Order for Maintenance Medications/Mandatory Mail Order for Specialty Medications Program for all employees. Employee contributions will be at Tier 4 of the Chapter 78 contribution table throughout the entire Agreement. Carrier to be named by the Board.

3. The Board shall provide Full Family Dental Plan for all eligible employees in the bargaining unit. Carrier to be named by the Board. Employee contributions will be at Tier 4 of Chapter 78 contribution table throughout the entire Agreement. Said plan shall provide the following:
 - (1) 100%/50%/50% Plan
 - *100% Preventative & Diagnostic

 - *50% Treatment & Therapy, Periodontal, Oral Surgery (basic)

 - (2) \$50 Single/\$150 Family Deductible

 - (3) \$1,000 Maximum Benefit for each family member per year

 - (4) Orthodontic Coverage not to exceed a maximum of \$1,500 per lifetime

 - (5) An employee may elect to forego medical health benefits (not including prescription and dental) and receive a cash payment of \$3,500 at the end of June each school year pursuant to the provisions outlined below. Said payment is not part of the employee's salary, nor is it pensionable. The Board shall establish a Section 125 Plan. The individual unit member is responsible for all tax liability.

- The employee must opt out of the medical insurance for the entire school year
- The employee must demonstrate in writing that he/she has alternative health coverage prior to opting out
- An employee who opts out may only restore coverage during the course of the year in which insurance coverage was declined based upon the provisions outlined below.

An employee who has waived his/her medical benefit coverage will be allowed to restore such coverage on an immediate basis, without the necessity of a health questionnaire for the employee or his/her family members, in the event of a hardship and without exemption for pre-existing conditions.

Reentry to medical health coverage for reason of hardship applies in the following situations that result in the loss of medical health benefits coverage through the employee's spouse

- Termination of employment (proof of termination of benefits required)
- Legal Separation (a copy of decree is required)
- Group contract/policy terminated (proof of termination of benefits required)
- Disability of spouse which eliminated benefits (proof of termination of benefits required)
- Divorce (a copy of the decree is required)
- Death of Spouse (a copy of death certificate is required)
- Military Discharge (a copy of DD214 is required)

In addition, any employee who has waived his/her medical health benefit coverage may automatically restore his/her coverage by applying during the open enrollment period during any school year. The reinstatement date under such conditions will be July 1. It will not be necessary for any employee or his/her family members to complete a Statement of Health (proof of insurability) to restore coverage during the open enrollment period.

- (6) The Board agrees to make available to all bus driver employees, through payroll deductions, a Group Disability Income Insurance Plan, providing accident and sickness coverage in a non-occupational basis, the full premium to be paid by the employee.

ARTICLE 17 WORK CALENDAR, LENGTH OF WORK DAY, WEEK, YEAR

1. The work year of ten (10) month employees is from July 1 to June 30
 - a. The work day of bus drivers is six (6) hours per day, not to exceed 186 days per year. Drivers may be required to attend in-service meetings and to drive students to nonpublic schools or special education programs on days when the City of Bridgeton Schools are not in session.
2. The work day shall start with the pre-trip (bus warm-up) inspection and ends when the bus is parked and all assigned work is completed for the day.
3. Work Week: The work week shall consist of five (5) working days, Monday through Friday inclusive, when so assigned.
4. Work Year: The work year shall coincide with the District calendar year for the school to which the employee drives a majority of the time.
5. An employee who is resigning from his or her position shall give a minimum of fourteen (14) calendar days' written notice.
6. For the purpose of calculating additional hours or overtime, the work week is Monday through Sunday. Time and a half is paid after the driver has physically worked over forty (40) hours in the work week.
7. In addition to actual driving time, the employees' six-hour work day shall include 60 minutes for the following work-related activities:
 - a. Gas up time
 - b. Bus warm-up time
 - c. Completing paperwork
 - d. Maintenance Travel time
 - e. Pre and post trip inspections
8. Employees will be paid for all time spent in the service of the Board of Education. All time is to be documented. All overtime must receive prior approval of the Transportation Coordinator or Business Administrator.

ARTICLE 18 SICK LEAVE

1. Definition of Sick Leave: Sick leave is hereby defined to mean the absence from duty of any person because of personal disability due to illness or injury or because the employee has been excluded from school by the District's medical authorities on account of a contagious disease or of being quarantined for such a disease in the employee's immediate household.
2. Sick Leave Allowable: All persons who are steadily employed by the Board of Education shall be allowed sick leave with full pay as follows:
 - a. 1 day per month with a maximum of 10 per year defined as September through June
3. Accumulated Sick Leave: Allowable sick leave not utilized in any year shall be cumulative to be used for additional sick leave in subsequent years. Each year during the month of September, the Board shall provide each employee with an accounting of all sick time accumulated.
4. In case of a sick leave claim, the Board or the Board's designee may require a physician's certificate to be filed with his/her office in order to obtain sick leave.
5. Worker's Compensation: Worker's Compensation awards shall be deducted from the regular salary of the employee for the days' absence covered under the Worker's Compensation Act. The time lost from employment under the Worker's Compensation Act shall not be deducted from the days permitted for regular sick leave allowance.
6. Any employee who retires pursuant to the New Jersey Public Employment Retirement System ("NJ PERS"), or any other bona fide New Jersey Pension System, with at least ten (10) continuous years of District service shall be reimbursed at a rate of \$35.00 per day of accumulated sick leave. Any employee hired after July 1, 2007 who retires from the District, pursuant to NJ PERS, or any other bona fide New Jersey Pension System, after ten (10) continuous years of service, shall be reimbursed, at the per diem rate established above with a maximum payout of \$2,000.00.

ARTICLE 19 PERSONAL LEAVE

1. Each employee shall be entitled to three (3) personal days for a legal, business or family matter, which requires the employee's absence during the employee's regular work hours. Unused personal days at the end of the year will be added to accumulated sick days. Written requests for such leave must be made to the Transportation Coordinator at least forty-eight (48) hours before the date requested. Approval by the Transportation Coordinator for the personal day, as well as the reasons given, is required. Only those reasons stated above may be approved. Personal day leave may not be taken immediately preceding or following a holiday. During the students' school year, no more than two (2) bus drivers may be absent from work due to personal days on any one date. All personal leave requests after May 31 must be accompanied by a reason as stated above. The request requires approval by the Superintendent.

ARTICLE 20 EXTENDED LEAVE OF ABSENCE

1. All extended leaves of absence shall be governed by Board-approved policies.

ARTICLE 21 GENERAL

1. The Board of Education shall have available a bulletin board for Union notices.
2. The Board may establish such rules as it deems necessary or desirable provided that such rules are not in conflict with the terms of this Agreement.
3. The Board agrees that if any employee is required to wear any kind of uniform or rain gear as a condition of continued employment, such uniform shall be furnished and maintained by the Employer, free of charge at the standard required by the Board.
4. All employees covered by this Agreement may independently elect to have a portion of their salary withheld and deposited to their credit in an approved Credit Union as selected by the Board.
5. Employees who are required to use their own automobiles in the performance of their duties shall be compensated at the rate determined by the New Jersey Office of Management and Budget for personal automobile usage for employment purposes.

ARTICLE 22 CLASSIFICATION AND SALARY RATES

1. The classification covered by this Agreement is as follows:
 - a.) School Bus Driver
2. The salary of each current employee shall be increased as follows:

Effective July 1, 2018, 3.00% (retroactive on employees' ten (10) month base pay only) **NOTE:** No retroactive pay will be made for extra trips, after-schools, or summer work 2018.

Effective July 1, 2019, 3.00% (which includes retroactive on base pay and any retroactive payment for extra trips and after-schools, effective September 3, 2019, until ratification of the successor Collective Bargaining Agreement by both parties.) **NOTE:** No retroactive payment will be made for summer work 2019.

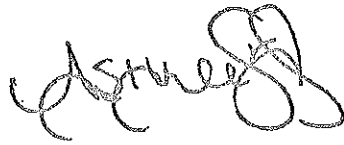
Effective July 1, 2020, 3.00%

3. Extra Time:
 - a. Assigned regular route driving and all other work shall be paid at the drivers' regular hourly rate.
 - b. Summer routes and after-school activity runs will be paid at the regular rate of pay.

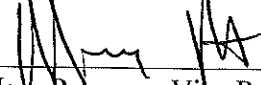
ARTICLE 23 TERMS OF AGREEMENT

It is understood between the Bridgeton Board of Education and Teamsters Local Union No. 676 that the contents of this Agreement shall be effective from July 1, 2018 to June 30, 2021.

BRIDGETON BOARD OF EDUCATION



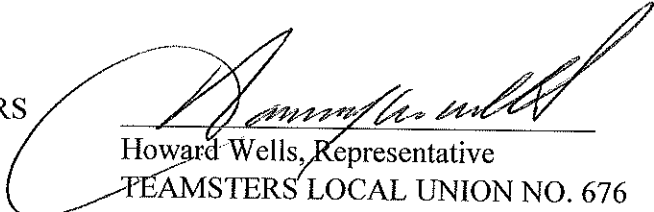
Ashlee Todd, President
Bridgeton Board of Education



Mary Peterson, Vice President
Bridgeton Board of Education

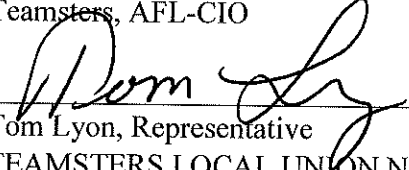
Date: _____

TEAMSTERS-LOCAL 676 BUS DRIVERS



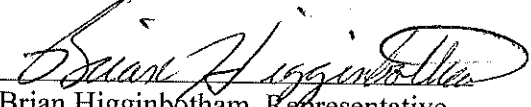
Howard Wells, Representative
TEAMSTERS LOCAL UNION NO. 676
Aff/w International Brotherhood of
Teamsters, AFL-CIO

Date 11-4-19



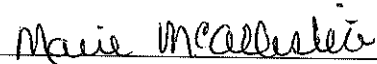
Tom Lyon, Representative
TEAMSTERS LOCAL UNION NO. 676
Aff/w International Brotherhood of
Teamsters, AFL-CIO

Date 11-4-19



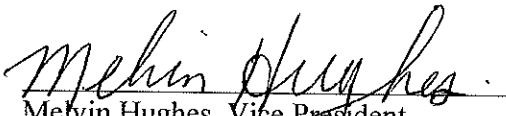
Brian Higginbotham, Representative
TEAMSTERS LOCAL UNION NO. 676
Aff/w International Brotherhood of
Teamsters, AFL-CIO

Date 11-4-19



Maria McAllister, President
Bridgeton Board of Education
Teamsters – Bus Drivers
Local Union No. 676

Date: 11-4-19



Melvin Hughes, Vice President
Bridgeton Board of Education
Teamsters – Bus Drivers
Local Union No. 676

Date: 11-4-19