

AGREEMENT

PITTSGROVE TOWNSHIP

BOARD OF EDUCATION

AND

PITTSGROVE TOWNSHIP

BUS DRIVERS

JULY 1, 2006 TO JUNE 30, 2009

2006-2009 Agreement - Pittsgrove Township BOE and Pittsgrove Township Bus Drivers

TABLE OF CONTENTS

ARTICLE		PAGE
	Preamble	1
I	Recognition	1
II	Rights of Parties	1-2
III	Grievance Procedure	2-4
IV	Seniority/Employment Status	4-5
V	Leaves, Holidays, Vacations	5-6
VI	Disciplinary Procedure	6
VII	Evaluation	7
VIII	Work Day/Work Year	7
IX	Non Discrimination	7
X	Insurance Benefits	7-8
XI	Information Packet	8
XII	Posting	8
XIII	Work Rules	9
XIV	Salaries	9-10
XV	Duration	10

2006-2009 Agreement - Pittsgrove Township BOE and Pittsgrove Township Bus Drivers

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PITTSGROVE TOWNSHIP BOARD OF EDUCATION

AND

PITTSGROVE TOWNSHIP BUS DRIVERS

July 1, 2006 – June 30, 2009

PREAMBLE

This Memorandum of Understanding entered into this *16th* day of *February 2006*, by and between the Pittsgrove Township Board of Education, hereinafter called the "Board" and the Pittsgrove Township Bus Drivers, hereinafter called the "Drivers".

**ARTICLE I
RECOGNITION**

A. The Board recognizes the Drivers as the unit defined as follows:

This agreement applies to the following employees: All bus drivers, full and part-time, all transportation aides, full and part time.

B. Definition Used in this Agreement

1. The term "Board" shall mean the Pittsgrove Township Board of Education or its designated representatives.
2. The term "Driver" shall mean the Pittsgrove Township Board of Education bus drivers under contract.
3. The term "School" shall mean any work location.
4. The term "Aide" shall mean the Pittsgrove Township Board of Education bus aides under contract.
5. Singular terms used in this Agreement shall include the plural, masculine shall include the feminine, the feminine shall include the masculine.

**ARTICLE II
RIGHTS OF THE PARTIES**

A. The Board hereby retains and reserves unto itself, except as limited by this Agreement, all power, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including the following rights:

1. To the executive management and administrative control of the Pittsgrove School District and its properties and facilities and the activities of its employees;

2006-2009 Agreement - Pittsgrove Township BOE and Pittsgrove Township Bus Drivers

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
 3. To suspend, demote, discharge or take over disciplinary action for good and just cause according to law;
 4. To relieve employees from duties because of insufficient enrollment or other reason deemed appropriate by the Board;
 5. To take whatever actions may be necessary to carry out the program and objectives of the Board in situations of emergency;
 6. To determine work schedules and hours, duties, responsibilities, and assignments of employees.
- B. Nothing contained herein shall be construed to deny or restrict the Board with respect to its powers, rights, authority, duties, and responsibilities under NJSA 18A, or any other national, state, county or local laws or ordinance.
- C. The Drivers shall have the privilege of using meeting rooms, school facilities and equipment, and inter-school mail facilities in accordance with Board policies and procedures. Permission for usage shall be obtained in accordance with Board/Administrative policy.
- D. The Drivers shall have the right to either place a bulletin board or use a portion of a bulletin board in each work location for the posting of drivers' notices. The size and location of the bulletin boards shall be mutually agreeable. All posted material shall bear either the Driver's name, logo, or signature.
- E. The rights granted herein shall be granted exclusively to the Pittsgrove Township Board of Education Bus Drivers and the Pittsgrove Township Board of Education Bus Aides.

ARTICLE III GRIEVANCE PROCEDURE

A. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by any individual included in the Recognition Clause. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept informal and confidential.
2. Every effort will be made to resolve problems informally and nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss

2006-2009 Agreement - Pittsgrove Township BOE and Pittsgrove Township Bus Drivers

the matter informally with his/her immediate supervisor and having the grievance adjusted without resorting to the formal grievance procedure.

C. Steps of the Grievance Procedure

1. Failure at any step of this procedure to communicate the decision of a grievance, within the specified time limits, shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step, within the specified time limits, shall be deemed to be acceptance of the decision at that step. In an emergency situation, such as illness, vacation or death in the family, this time limit may be extended by mutual agreement between the parties involved.
2. All grievances under these steps shall be in writing, shall specify the section of Article of the contract violated, the date or dates of the violation, and the relief sought. The number of days indicated at each step should be considered as a maximum and every effort should be made to expedite the process.
3. Working days when used in this Article shall mean days on which the Board Office is open for business.
4. Either party may request a hearing at any level of this procedure. If requested, the hearing shall be held within the time limits to respond to the grievance at each level. A written response shall then be given within five (5) work days of the hearing.
5. Hearings held under this procedure shall be scheduled at mutually convenient times.
6. The fact that a grievance is raised by an employee shall not be recorded in the employee's personnel file, nor shall such a fact be used in any recommendations for job placement or promotion. An employee shall not be placed in jeopardy or be the subject of reprisal or discrimination for having followed this grievance.
7. Time limits set forth herein may be extended by written consent of the parties.
8. The foregoing shall be the entire grievance procedure and complaint procedure replacing any policy or procedure heretofore in effect.

Step One

- a. An aggrieved employee shall institute action in writing under the provisions hereof within thirty (30) calendar days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor. Failure to act within thirty (30) calendar days shall be deemed to constitute an abandonment of the grievance.
- b. The supervisor shall render a written decision within five (5) working days after receipt of the grievance.

Step Two

- a. In the event a satisfactory settlement has not been reached at Step One, the Driver may appeal the Step One decision to the Superintendent of Schools or his designee within five (5) working days following receipt of the Step One decision.

2006-2009 Agreement - Pittsgrove Township BOE and Pittsgrove Township Bus Drivers

- b. The Superintendent of Schools or his designee shall render a decision in writing within five (5) working days from the receipt of the grievance or from the date of the hearing.

Step Three

- a. In the event the grievance has not been resolved at Step Two, then within five (5) working days following the determination of the Superintendent of Schools, the matter may be submitted by the Driver to the Board of Education for review.
- b. The Board of Education, or a committee thereof, shall review the matter and make a determination within thirty (30) calendar days from the receipt of the grievance.
- c. The decision of the Board shall be binding.

SEPARABILITY

Should any provision of this Agreement be held or determined by any court or agency having jurisdiction to be invalid, only such provision of this Agreement shall continue to remain in effect.

ARTICLE IV SENIORITY/EMPLOYMENT STATUS

- A. Seniority is defined as the time of an employee's service within his/her department with the Pittsgrove Township Board of Education.
- B. Seniority shall begin to accrue on the first day of paid employment. Seniority shall accumulate until there is a break in service.
- C. A break in continuous service occurs when an employee resigns, is discharged, retires or goes on an unpaid leave of absence (including maternity/paternity) that extends beyond three (3) months.
- D. An employee who is rehired after layoff or returns from an unpaid leave of absence shall not suffer the loss of accumulated seniority and additional seniority shall accrue from the date of resumption of service.
- E. A seniority list, by classification, shall be available not later than October of each year.
- F. All employees shall be considered as probationary employees for the first one-hundred and twenty calendar days (120) of their employment. Probationary employees may be disciplined or terminated at any time during their probationary period at the sole discretion of the Board without recourse to the provisions of the grievance procedure.
- G. An employee's status as an employee of the Board shall terminate for any of the following reasons:
 - 1. Resignation or retirement.
 - 2. Discharge

2006-2009 Agreement - Pittsgrove Township BOE and Pittsgrove Township Bus Drivers

3. Continuous layoff for a period exceeding the duration of the employees service up to a maximum of one year.
 4. Failure of laid off employees to return to work on the date specified in any notice of recall, except for good cause.
 5. Failure to report back to work immediately upon the expiration of vacation or leave of absence, without a valid reason.
 6. As outline in the Transportation Department's "Work Rule Handbook" for the school district.
- H. Trip work is defined as that of a Board contracted driver/aide. This work is to be assigned to Board contracted drivers/aides by seniority and availability. Trip work will be paid at employee's regular hourly wage rather than substitute rate.
- I. Summer work will be paid at employee's regular hourly wage rather than substitute rate.

ARTICLE V LEAVES, HOLIDAYS, VACATIONS

1. Sick Leave
 - a. Employees hired after the first working day of their work year shall earn one (1) day of sick leave per month of employment for the balance of the school year.
 - b. All employees other than new hires, see Section A. above, shall be credited with the same number of sick leave days as there are months in their work year. These days shall be added to the employee's sick leave account on the first workday of the employee's work year.
 - c. Sick leave pay shall be calculated on the basis of the employee's regularly scheduled workday.
 - d. Unused sick leave shall accumulate from year to year without limitation.
 - e. Medical certification may be required for sick leave claimed in accordance with N.J.S.A. 18A:30-4.
 - f. Sick leave days may be used for medical tests and/or examinations when such tests or examinations cannot be given other than during working hours. In such a case, an employee shall, upon return to work, provide a note or certificate stating that a medical test and/or examination was given on the date of the absence. This does not include annual or regular physicals, eye examinations, etc.
 - g. Employees who retire after ten (10) or more years of service in the school district and who will, within three (3) months of retirement, start receiving monthly pension checks from PERS shall receive a retirement bonus which shall be computed by multiplying one half of the total number of unused sick leave days accumulated by the employee, times the substitute bus driver rate for contracted daily hours. The employee must give three (3) months notice for retirement benefits.
2. Bereavement Leave
 - a. Death in the immediate family entitles an employee up to a maximum of four (4) school days leave of absence per death without loss of pay. "Immediate Family"

2006-2009 Agreement - Pittsgrove Township BOE and Pittsgrove Township Bus Drivers

shall mean an employee's spouse, child, grandchild, brother, sister, parent or surrogate parent, parent-in-law, grandparent and/or legal guardian.

b. Proof of death may be required.

3. Personal Leave

a. All employees shall be entitled to two (2) personal leave days per year. Applications for personal leave shall be submitted to the Superintendent or his designee five (5) days in advance. The five (5) day application requirement may be waived in cases of extreme emergency for which a stated reason must be given and may be approved by the Superintendent. Personal days will not be granted on days immediately preceding or immediately following holidays unless at the approval of the Superintendent with a satisfactory reason.

b. Employees who do not use personal days during the September 1st to June 30th work year, through no fault of their own, i.e. lack of substitutes, will be paid for the days due them at their regular rate of pay and consisting of their normal working hours. The employees must turn in the required sheets in order to receive pay for the day/days.

ARTICLE VI DISCIPLINE PROCEDURE

A. Violations of Board policy, rules, or regulations shall be cause for disciplinary action as outlined below. Employees shall have the right to dispute any charge or alleged violation and may appeal such action through the grievance procedure. There shall be three (3) separate penalties applied when it is necessary to impose disciplinary measures. No employee shall be disciplined or reprimanded without just cause.

1. A written reprimand to be placed in the employee's personnel file in the case of minor offenses. The Board shall furnish the employee with a copy of the reprimand. The employee shall be required to sign the file copy for the sole purpose of acknowledging that he has received his copy. The employee shall have the right to submit a written response within ten (10) working days of receipt of the evaluation. The written response shall be included in the employee's personnel file.

2. Suspension from work without pay for periods varying from one (1) to ten (10) days, according to the gravity of the offense and the previous record of the employee concerned.

3. Discharge for good cause.

B. All rules and regulations as per the "Pittsgrove Township Schools Driver's Handbook" shall be controlling language to other infractions.

C. Sections A.1 and A.2 above must be bypassed for serious infractions, such as, but not limited to, theft, fighting, and drinking on the job.

2006-2009 Agreement - Pittsgrove Township BOE and Pittsgrove Township Bus Drivers

**ARTICLE VII
EVALUATION**

- A. Within five (5) days of the evaluation, employees shall receive signed and dated written copies of all performance and/or conduct evaluations. Said copy shall be received at least 24 hours prior to the conference. The employee shall sign the completed file copy of the evaluation for the sole purpose of indicating receipt of a copy of the evaluation. Each employee shall receive a minimum of one (1) written performance evaluation per school year prior to April 1st.
- B. The employee shall have the right to submit a written response within ten (10) working days of receipt of the evaluation. The written response shall be included in the employee's personnel file.

**ARTICLE VIII
WORK DAY/WORK YEAR**

- A. Reporting Procedure

All employees will be required to sign in on a daily basis. The employee shall indicate the time of arrival by the method prescribed by the Board.
- B. The work year for drivers and aides shall be one hundred eighty (180) days or as determined by the Board of Education.
- C. The drivers' contracted paid time shall include ten (10) minutes before their first set of runs at the start of their day, and five (5) minutes before the start of their last set of runs for the day. This time is to allow for completion of the New Jersey State mandated daily check sheet before each run. Each driver must check the gas, tires, seats, warning lights, and all other equipment as required by law.

**ARTICLE IX
NON DISCRIMINATION**

There shall be no discrimination by the Board or the Drivers against any employee on the basis of race, color, creed, sex, age, national origin, religious or political affiliation.

**ARTICLE X
INSURANCE BENEFITS**

- A. During the term of this contract, the Board will pay their premium for medical, surgical, out-patient, and major medical insurance for the employee and the employee's dependents for those employed prior to September 1, 1991. Drivers who were employed during the 1989-90 school year and who received insurance benefits during the 1989-90 school year will continue to receive insurance benefits for the duration of their employment in the district.
- B. For each employee who remains in employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. When

2006-2009 Agreement - Pittsgrove Township BOE and Pittsgrove Township Bus Drivers

necessary, payment of premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

- C. 1. The Board shall provide dental and prescription insurance programs including full-family coverage where appropriate. The dental insurance shall be the plan in effect during the 2002-2003 school year or its equivalent.

- D. All new hires are placed in the POS program.

- E. **Health Benefits**
Employees hired prior to September 1, 1999, working 25 hours or over, will receive full family benefits. All others will receive health benefits according to the following schedule:
 - Part time (20 hours minimum) - Offered the opportunity to purchase family insurance at group rate
 - Year 1 – Single coverage health and dental only and reimbursed after one year of service.
 - Year 2 – Single coverage health and dental only + 25% of dependent cost paid by the Board.
 - Year 3 – Single coverage health and dental only + 50% of dependent cost paid by the Board.
 - Year 4 and beyond – Single coverage health and dental only + 75% of dependent cost paid by the Board.

ARTICLE XI INFORMATION PACKET

An information packet shall be compiled and presented to each employee providing information on all employee benefits, including pension, insurance and any other benefit to which the employee is entitled. New employees will receive the information packet within thirty (30) days of hire.

ARTICLE XII POSTING

- A. Notice of vacant positions that the Board intends to fill and new positions shall be prepared as soon as these are known and copies given to the Supervisor of Transportation for posting on the driver's bulletin boards. This will occur no later than one (1) week prior to the closing date for submitting applications. Each notice shall clearly state qualifications, duties, and salary. Notices of vacant and new positions shall be posted at all work locations.

- B. The right to apply and compete for all positions shall be open to all employees who meet the qualifications and requirements for the position.

2006-2009 Agreement - Pittsgrove Township BOE and Pittsgrove Township Bus Drivers

**ARTICLE XIII
WORK RULES**

- A. The Board may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement or the Work Rule Handbook.
- B. Employees who are regularly scheduled to work at least twenty-five (25) hours per week will become eligible for insurance benefits at the completion of their probationary period in accordance with the provisions of the master contract with each insurance carrier. If employee wants family coverage they will have to pay premium cost.
- C. All proposed changes to the Work Rule Handbook must be received by the Transportation employees prior to the change and be approved by the Board of Education.
- D. All full time bus drivers and aides are eligible for \$572 for 2006-2007; \$595 for 2007-2008; and \$619 for 2008-2009 school years for travel, bus/maintenance allowance that is paid semiannually. This amount covers the costs of travel to and from home and to the bus garage and the normal and routine cleaning of both the exterior and interior of the buses on a regular basis. Bus care allotment reflects an increase of 4.25% per year, plus \$25 each year to cover the cost of background checks which were reimbursed in the past.

All part time bus drivers and aides are eligible for \$468 for 2006-2007; \$487 for 2007-2008; and \$507 for 2008-2009.

For new hires, this amount is prorated on a monthly basis.

**ARTICLE XIV
SALARIES**

New employees hired after July 1, 2003 will be paid through direct deposit. All existing employees may choose either option of payment.

Salaries reflect a 4.25% increase each year. Bus aides are not entitled to longevity.

<u>Employees</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
<i>Drivers</i>			
Full Time	17.62	18.37	19.15
Part Time	16.15	16.83	17.55
<i>Substitute Drivers</i>	14.69	15.31	15.96
<i>Aides</i>			
Full Time	13.35	13.92	14.51
Part Time	12.78	13.32	13.89
<i>Substitute Aides</i>	12.19	12.70	13.24
<u>Longevity Rate</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
5th and 6th	8.03	8.43	8.86
7th to 9th	13.28	13.95	14.64
10th to 14th	18.53	19.46	20.43

2006-2009 Agreement - Pittsgrove Township BOE and Pittsgrove Township Bus Drivers

15th to 19th	21.42	22.49	23.62
20th to 25th	24.31	25.52	26.80
26th to 30th	27.20	28.55	29.98
Increase	5.00%	5.00%	5.00%

**ARTICLE XV
DURATION**

- A. This Agreement shall be in full force and effect as of the 1st day of July 2006, and shall remain in effect until June 30, 2009, at which time it shall expire.
- B. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this **16th** day of **February 2006**.

**For the Pittsgrove Township
Board of Education**

**For the Pittsgrove Township
Bus Drivers**

