

4-3208

17-16

AGREEMENT

between the

PENNSVILLE TOWNSHIP BOARD OF EDUCATION

and the

PENNSVILLE BUS DRIVERS ASSOCIATION

X July 1, 1980 to June 30, 1982

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Labor Relations

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ARTICLE I

A. Recognition

The Board agrees to and hereby does recognize the Association as the sole and exclusive negotiating agent for the purpose of collective negotiations in matters relating to terms and conditions of employment on behalf of all board bus drivers.

ARTICLE II

A. Salary Schedule

1. The Board will increase each individual hourly rate by 9% in 1980-81 and 9.5% in 1981-82 including increment.

B. Method of Payment

1. Each member employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. A twelve month employee will be paid in twenty-four (24) equal installments.
2. All employees who work in excess of eight hours and incur dinner expenses on field trips and sport trips shall be reimbursed for their expenses. The maximum amount shall be \$5.00. A receipt must be submitted for reimbursement.

ARTICLE III

A. Daily Work Hours

1. The working day for bus drivers for the Pennsville Public School District shall be set yearly by the Pennsville Board of Education but shall not exceed eight (8) hours per day.
2. Time and one-half time will be paid to bus drivers who work in excess of eight (8) hours in a given day.
3. Time and one-half time will be paid to any bus driver who works in excess of forty (40) hours in a given week.
4. Time and one-half time will be paid to any bus driver who works any time on a Sunday.
5. Double time will be paid to any bus driver who works on a legal holiday.

ARTICLE V

Negotiation of Successor Agreement

A. Policy Changes

1. No later than October 1 of the school year in which this contract expires, the Board agrees to enter into negotiations with the Association over successor Agreement. The Association agrees to present to the Board its proposals for the successor Agreement by that date. The Board will review the proposals and will respond to the Association at the next negotiations session.
2. Any Agreement so negotiated shall apply to all members of the negotiating Unit and shall be reduced to writing and signed by all parties.
3. During negotiations, the Board and the Association, shall present relevant data, exchange points of view, and make proposals and counter-proposals.
4. Whenever members of the Bargaining Unit are mutually scheduled by the parties hereto to participate during work hours in conferences, meetings, or in negotiations, respecting the collective bargaining agreement, they will suffer no loss in pay.

B. Modification

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

ARTICLE VI

Grievance Procedure

A. Definition

1. A grievance shall mean a complaint by a member of the negotiating unit and/or the Association, that there has been to him a personal loss, injury, or inconvenience resulting from a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement, Board policies, or administrative decisions affecting him.
2. A grievance to be considered under this procedure must be initiated in writing within fifteen (15) calendar days from the date when the grievant knew or should have known of its occurrence.
3. An "employee grievant" is the person or persons making the complaint.
4. A "party in interest" 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.

B. Rights of Members to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or at his option, by a representative of his own choosing.
2. When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the written grievance to the Superintendent or at any later level, be notified by the Superintendent that the grievance is in existence and shall be notified of the result.

Superintendent within twenty (20) school days of receipt of the Board's decision. However, the Board's decision shall be final and binding on any grievances concerning:

- (a) Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Board or State Commissioner of Education; or
 - (b) A complaint of a Unit Member which arises by reason of his not being reemployed;
 - (c) Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone.
6. A request for arbitration will be honored only if the employee grievant, his representative and the Association waive the right, if any, in writing to submit the matter at issue to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's recommendation.
7. The following procedure shall be used to secure the services of an arbitrator:
- (a) Either party may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the matter at issue.
 - (b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted roster, they may request the American Arbitration Association to submit a second roster of names.
 - (c) If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted roster, the American Arbitration Association may be requested by either party to designate an arbitrator.
8. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties, or any policy of the Board of Education. The arbitrator shall have only the power to interpret what the parties to the Agreement intended by the specific clause in the Agreement or Board policy which is at issue. The recommendations of the arbitrator shall be binding on both parties.
9. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

6. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the School District, (b) to hire, promote, transfer, assign, and retain employees in positions in the School District, and for just cause, to suspend, to demote, discharge or take other disciplinary action against employees, (c) to relieve employees from duty because of lack of work or for other legitimate reasons, (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 IX

A. Insurance Protection

1. Health care insurance provided by the Board shall be the New Jersey State Health Benefits Plan. The Board shall pay the full premium for employee and family coverage under the State Health Benefits Plan for each employee in the Unit.
2. Prescription - Drug Insurance Plan, without contraceptives, \$1.00 co-pay variety. The Board liability for such insurance will not exceed an average of \$100. per participating member.
3. Dental - The Board will provide individual coverage for the 1981-82 school year with a limit not to exceed an average of \$150. per Unit member.

ARTICLE X

A. Sick Leave

1. All ten (10) month employees covered under this Agreement shall be entitled to ten (10) sick days per school year. All twelve (12) month employees shall be entitled to twelve (12) sick days per school year.
2. Unused sick leave shall be accumulated from year to year with no maximum.

B. Personal

1. All employees covered by this Agreement, may have available two (2) days absence yearly with pay to take care of any emergency which may arise. Requests for personal business leave must be submitted forty-eight (48) hours before personal business leave is to be effective and a reason for the absence must be given. Denial of this request will not constitute grounds for a grievance under this Contract.
2. Unused personal days will be applied to accumulated sick leave.

4. The retirement allowance shall be paid in one (1) of the following plans:

Plan I

- (a) Lump sum on July 15 of the next budget year following retirement.

Plan II

- (a) One half (1/2) of retirement allowance on July 15 of the next budget year following retirement.
- (b) One half (1/2) of retirement allowance on January 15 of the next calendar year following retirement.

Plan III

- (a) One third (1/3) of retirement allowance on July 15 of the next budget year following retirement.
 - (b) One third (1/3) of retirement allowance on January 15 of the next calendar year following retirement.
 - (c) One third (1/3) of retirement allowance on January 15 of the second calendar year following retirement.
5. The Unit member will make the decision, in writing, as to which plan of payment is desired at least one (1) month prior to the last working day before retirement.
 6. The retirement allowance shall not be considered part of the Unit member's regular salary for pension computation purposes.
 7. If the Unit member dies before full payment is made, the balance of the retirement allowance shall be paid to his/her estate.

ARTICLE XIII

Miscellaneous Provisions

A. Non-Discrimination

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

B. Separability

If any provision of this Agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable, performed, or enforced. In such event, all other provisions of this Agreement shall continue in effect.

C. Printing Agreement

This Agreement shall be printed in booklet form by a mutually agreed upon printer. The cost shall be borne proportionately as per the number of Agreements issued by the Board and the Association.

BUS DRIVERS
SALARY SCHEDULES

1980-81

| <u>Years of Service</u> | <u>Mo./Yr.</u> | <u>Schedule A</u> | <u>Schedule B</u> |
|-------------------------|----------------|-------------------|-------------------|
| 1 | 10 | \$ 4,891. | \$ 4,580. |
| 2 | 10 | 5,007. | 4,697. |
| 3 | 10 | 5,124. | 4,813. |
| 4 | 10 | 5,241. | 4,930. |
| 5 | 10 | 5,381. | 5,047. |
| 6 | 10 | 5,498. | 5,163. |
| 7 | 10 | 5,817. | 5,463. |

1981-82

| <u>Years of Service</u> | <u>Mo./Yr.</u> | <u>Schedule A</u> | <u>Schedule B</u> |
|-------------------------|----------------|-------------------|-------------------|
| 1 | 10 | \$ 5,356. | \$ 5,015. |
| 2 | 10 | 5,483. | 5,143. |
| 3 | 10 | 5,611. | 5,270. |
| 4 | 10 | 5,739. | 5,398. |
| 5 | 10 | 5,892. | 5,526. |
| 6 | 10 | 6,020. | 5,653. |
| 7 | 10 | 6,370. | 5,982. |

BUS DRIVERS
SALARY SCHEDULE
1981 - 1982

| <u>Years of Service</u> | <u>Hrs./Day</u> | <u>Mo./Yr.</u> | <u>Days/Yr.</u> | <u>Hrs./Yr.</u> | <u>\$/Hr.</u> | <u>\$/Yr.</u> |
|-------------------------|-----------------|----------------|-----------------|-----------------|---------------|---------------|
| <u>SCHEDULE A</u> | | | | | | |
| 1 | 5 | 10 | 185 | 925 | \$5.79 | \$5,356. |
| 2 | 5 | 10 | 185 | 925 | 5.93 | 5,483. |
| 3 | 5 | 10 | 185 | 925 | 6.07 | 5,611. |
| 4 | 5 | 10 | 185 | 925 | 6.20 | 5,739. |
| 5 | 5 | 10 | 185 | 925 | 6.37 | 5,892. |
| 6 | 5 | 10 | 185 | 925 | 6.51 | 6,020. |
| 7 | 5 | 10 | 185 | 925 | 6.89 | 6,370. |
| <u>SCHEDULE B</u> | | | | | | |
| 1 | 5 | 10 | 185 | 925 | 5.42 | 5,015. |
| 2 | 5 | 10 | 185 | 925 | 5.56 | 5,143. |
| 3 | 5 | 10 | 185 | 925 | 5.70 | 5,270. |
| 4 | 5 | 10 | 185 | 925 | 5.84 | 5,398. |
| 5 | 5 | 10 | 185 | 925 | 5.97 | 5,526. |
| 6 | 5 | 10 | 185 | 925 | 6.11 | 5,653. |
| 7 | 5 | 10 | 185 | 925 | 6.47 | 5,982. |