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TEAM

LIBERTY
INSTITUTE OF MANAGEMENT
NOV
LEGGERS UNIVERSITY

AGREEMENT
WALL TOWNSHIP BOARD OF EDUCATION
AND
LOCAL 2474, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL - CIO

1988/89
1989/90
1990/91

July 1, 1988 - June 30, 1991

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PREAMBLE

The Wall Township Board of Education and Local 2474, AFSCME, AFL-CIO Transportation Workers do hereby agree that the safety and welfare of the children of Wall Township is paramount in the operation of the transportation system and will be promoted by both parties.

ARTICLE I

RECOGNITION

The Board of Education of Wall Township recognizes Local 2474 of the American Federation of State, County and Municipal Employees as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all bus drivers, van drivers and van attendants employed by the Board, but excluding all other employees of the Board.

Exclusivity Clause: Dues deduction for any employee covered by the terms and conditions of this agreement shall be limited to Local 2474 AFSCME. Therefore, the employer agrees not to deduct dues for any other organization from AFSCME members covered by this agreement.

ARTICLE II

DUES

The Board agrees to honor each properly completed and signed AFSCME membership card, and to make a dues deduction from each individual member's gross monthly pay period. The Secretary-Treasurer of the Union shall notify the Board of any change in the amount of dues to be deducted thirty (30) days prior to the intended effective date of such change.

All dues collected by payroll deduction in the preceding month will be transmitted by Board check to the area AFSCME Council office. The Board agrees to be wholly responsible for the security of all funds withheld as dues deductions during any month until the monies have been transmitted to the area AFSCME Council office.

ARTICLE III

NEGOTIATION PROCEDURE

A. As per PERC requirements, the parties agreed to enter into negotiations in a good faith effort to reach agreement concerning the terms and conditions of employment.

B. This agreement incorporates the entire understanding of the parties on matters, which were or could have been the subject of negotiations. It is understood that this agreement is a 3-year contract covering the school years 1988/89 through 1990/91 (July 1, 1988 to June 30, 1991).

C. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall remain in full force except proposed new rules or modification of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

ARTICLE IV

GRIEVANCE PROCEDURE

DEFINITION+ A "grievance" shall mean a complaint by an employee (1) that there has been as to him a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement or

(2) that the employee has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, except that the term "grievance" shall not apply to any matter as to which (a) a method of review is required by law or by any rule or regulation of the State Commissioner of Education having the force and effect of law, or (b) the Board of Education is without legal authority to act or (c) a complaint of a probationary employee which arises by reason of his/her not being re-employed.

GRIEVANCE PROCEDURE: Any dispute or complaint which may arise between the parties including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

A grievance must be taken up by the employee within ten (10) working days of its occurrence or within ten (10) days after he/she would reasonably be expected to know of its occurrence.

STEP 1: The employee, with his Shop Steward, shall first discuss his/her complaint with his/her immediate supervisor. The immediate supervisor shall give his decision on the matter within five (5) working days of the date of the discussion.

STEP 2: If the grievance is not resolved to the employee's satisfaction with the immediate supervisor, the employee may, within five (5) working days of receipt of the answer of the immediate supervisor, submit to the Business Administrator of the Board of Education in writing, specifying his dissatisfaction with the decision previously rendered. (Copy to be sent to the immediate supervisor.) The Business Administrator shall meet with the concerned parties and respond to the grievance within five (5) working days of submission of said grievance.

STEP 3: If the grievance is not settled at Step 2, the grievance shall proceed to the Superintendent of Schools within five (5) working days of the Step 2 decision. The Superintendent shall take such steps as he deems necessary and desirable, which shall include a hearing with the employee and Union representative to effect an equitable determination of the grievance and shall render his decision in writing to the employee within fifteen (15) working days from the receipt of said grievance. The Superintendent shall, prior to rendering his decision, consult with the majority of the Board of Education. If the Board of Education desires additional information on the grievance, they can request the presence of the employee for review with his/her representative. If the Board agrees with the Superintendent's determination, he shall so notify the Union of his determination within five (5) working days and the Union may then proceed to Step 4.

STEP 4: If the grievance is not resolved at Step 3, the Union may request within ten (10) calendar days arbitration using the following procedure provided the dispute concerns the application, meaning or interpretation of the agreement.

a. The Superintendent and a representative of the Union will attempt to select a mutually satisfactory arbitrator.

b. If the parties are unable to determine a mutually satisfactory arbitrator within ten (10) days, the Public Employment Relations Commission (PERC) may be requested by either party to submit a list of five names. Both the Board and the Union shall have the right to strike names alternately from the list, with the Board striking first, until there is one name left. The remaining person shall be the arbitrator.

c. All costs of, and expenses incurred by the Arbitrator, shall be shared equally by the Board and the Union.

d. The Board will request that the Arbitrator's decision be in writing and shall include the reasons for each finding and conclusion.

ARTICLE V

PROBATIONARY PERIOD

All newly hired non-certified personnel shall serve on a one year probationary period. This probationary period may be extended an additional six months upon notification to the Union by the Board during the first five months of employment. Upon notification, joint review will be made by the Board and the Union.

ARTICLE VI

DISCHARGE AND DISCIPLINE

An employee may be disciplined, suspended or discharged only for just cause. A conference between the Employer and the Employee shall be held prior to discharge.

In a disciplinary case, a conference shall be scheduled within two working days of notification of disciplinary action. The Employee may request the presence of the Shop Steward during disciplinary or discharge conferences. If the employee is dissatisfied with the result of a conference, he/she may use the grievance machinery.

Any employee covered by this Agreement shall have the right to inspect and obtain copies (priced according to Board fee schedule) of documents from their personnel file upon three (3) working days' notice to the custodian thereof.

ARTICLE VII

DRIVERS SALARY LIST

Full Time Base Salary - 6 hours

(Salary based on 183 school days - renumeration will reflect any changes made in number of school days.)

STEP	*PREVIOUS	1988/89	1989/90	1990/91
6	12,839	13,504	14,095	14,728
5	11,930	13,042	14,095	14,728
4	10,738	11,762	12,954	14,728
3	9,661	10,586	11,674	12,954
2	8,761	9,557	10,498	11,674
1	7,732	8,539	9,469	10,498

* 1987/88 Salary - Note: Drivers will remain on the step listed for the duration of the contract. Example: Driver at step 3, earning \$9,661 for the 87/88 school year will progress through 90/91 to a salary of \$12,954. By the start of the third year of the contract, the steps will have been reduced from 6 to 4 (Steps 4, 5 and 6 listed at same rate).

ARTICLE VIII

LONGEVITY 1988/89 AND 1989/90

After 6 years of service	\$ 175.00
After 10 years of service	\$ 200.00
After 15 years of service	\$ 325.00
After 20 years of service	\$ 525.00

LONGEVITY 1990/91

After 6 years of service	\$ 275.00
After 10 years of service	\$ 300.00
After 15 years of service	\$ 425.00
After 20 years of service	\$ 625.00

GUIDE PLACEMENT

Pertinent driving experience and other factors may be considered by the Board of Education for salary guide placement for newly hired contract drivers.

ARTICLE IX

NON-CONTRACT RUNS

All trips not part of a continuous time schedule to be paid at the following flat rates:

- \$8.50 - 1988/89
- \$9.00 - 1989/90
- \$9.50 - 1990/91

Non-contract runs and all extra work assignments shall be voluntary and shall be rotated from a seniority list at the beginning of the school year.

Transportation Supervisor will post extra trip assignments each Thursday morning and assignments the following week.

Drivers on the "overtime list" may indicate a desire for an assignment by signing their name below the assignment on this list posted. Assignments will be made by the Transportation Supervisor on a rotation basis to the driver(s) responding to the posting. The rotation system shall be the prime method of assigning extra runs. However, the Transportation Supervisor may make assignments as he/she deems necessary when the situation warrants it.

The minimum pay for all trips shall be one hour.

If the Transportation Supervisor fails to notify a driver of a cancelled trip prior to the driver's reporting time, a minimum of two hours shall be paid to said driver. This provision applies only to assignments which require the driver to report to work. Trips scheduled between normal assignments, or at the end of the working day are exempt.

ARTICLE X

CONTRACT PACKAGES

Contract packages for full time drivers shall consist of no more than 3 time blocks, (2 time blocks if the package contains assignments presently known as "late runs"), which total no more than six hours. Additional duties may be assigned on either a temporary or permanent basis, so long as the assigned daily transportation duties, and additional duties do not exceed six hours.

Assignments in excess of 6 hours will receive additional compensation, at the contract rate.

Contract packages with less than 4 hours of work shall be considered part-time. All drivers with duties between 4 and 6 hours will be compensated at the 6 hour rate. Ample time will be allowed within the framework of the daily 6 hour schedule to perform assigned maintenance and preparation duties.

Time not worked within the daily 6 hour schedule will not be accumulative.

Assignments will not be made if it is anticipated that such assignment will cause the driver to work beyond their scheduled time. However, drivers whose contracts were extended from 4 or 5 hours to 6 hours will be required to perform any normal driving assignments not limited to, but including field trips, athletic events, substitutions for drivers who are out sick, etc. Such duties performed mid-day will be done without further compensation.

Any parochial runs scheduled on days beyond the Wall Township calendar shall be treated as non-contract runs with the regular driver driving the entire package. The driver who selects the parochial package shall be guaranteed two hours minimum.

Contract packages: A grouping of contract runs for assignments to individual drivers.

All packages shall be picked in order of seniority. When the Transportation Supervisor does not agree that a driver is suited to a package chosen by that driver, the Supervisor will meet with the driver and give his reasons for not approving. If the driver does not agree with the reason set forth by the Transportation Supervisor, he may grieve the decision of the Supervisor through the grievance machinery.

Packages will be posted for review at least two (2) days prior to the date for selection.

The date of selection shall be no later than the last week in August. Drivers will be notified by mail in advance of the posting.

Drivers not present for selection must provide a written proxy directing another driver to make the selection for them, or the Transportation Supervisor will make the selection for them in seniority order.

Any and all packages may be altered during the school year to meet changing need. Adjustments to salary will be pro-rated accordingly.

Trial Runs - Drivers may be required to trial run their contract package within two (2) days after package selection. Trial Runs shall be assigned at the discretion of the Transportation Supervisor.

Packages which become available at least 30 calendar days before the end of the school year as established by the annual school calendar will be posted one day for bidding by the employees. Transportation Supervisor would have full authority to choose the person for the position from this list with consideration given to the employee's seniority. Packages shall be posted within two working days of vacancy and shall be awarded within 3 working days after the posting period, subject to final approval by the Board of Education. The Shop Steward shall be responsible for ensuring that all drivers are aware of the posting.

A vacancy in the Special Education driver position which can not be filled from the existing Special Education driver's list will be posted. Said posting will not be subject to monetary restrictions.

ARTICLE XI

SICK DAYS

Pursuant to the current Board of Education policy, employees shall be allowed annual personal sick leave without loss of pay of such absences as follows:

12 days for employees on a 12-month contract
10 days for employees on a 10-month contract

Unused portions of annual sick leave shall accumulate without limitation for subsequent use. Under no circumstances is accrued sick leave to be considered or applied as terminal leave. Doctor's appointments which have to be made during the work day can be deducted from sick leave days.

A certificate of absence shall be filed by each employee for any absence and for absence due to illness over three consecutive days duration, a doctor's certificate shall be required to be filed in the office of the Secretary/Business Administrator. The doctor's certificate shall indicate the employee is fit to resume duties as a bus driver. The Board reserves the right to have its own physician examine the employee for final determination of fitness to perform duties.

Sick leave accrued in one school district may not be carried over with subsequent employment in another school district.

In the event a driver does not complete the assigned time slots due to illness or emergency, and said emergency arises during the first time slot, said driver will be docked one sick day. If the emergency arises during the second time slot, driver will be docked 1/3 sick day, and if it occurs during the third time slot, driver will not be docked any sick time.

In any instances of extended illness, additional sick days up to a total not to exceed two (2) days for each year of previous employment may be granted upon the approval of the Board of Education. Used portions of these extended sick leave days shall not be reinstated.

ARTICLE XII

MEDICAL INSURANCE

Single coverage - medical insurance will be provided by the Board of Education.

Family coverage - By May 15 of each year, the Board of Education will provide the drivers with a per driver breakdown of insurance costs based on the pool of monies agreed to in the contract for the next school year.

For 1989/90 the pool is \$1850.00

For 1990/91 the pool is \$1970.00

By June 1 of each year, the drivers must notify the Board of Education of the intent of every driver concerning family insurance coverage for the next school year. This number is the final determinant of the cost of family coverage for the next school year. (Cost - Pool of money divided by the number of participating drivers.)

Once rates are computed based on the June 1 figure, they will not be affected during that school year by drop-outs or new hires.

Drivers may cancel out any time during the school year after providing a 30-day notice, but they will not be permitted to enroll again until the next enrollment period and then the employee must again provide proof of insurability.

New hires have 30 days to enroll in the family coverage plan at the same fixed rates other drivers are currently paying.

The maximum contribution of the Board of Education will be 50% of the current premium. Any increase in premium during the school year will be absorbed by the employee.

The Board agrees to contract for a \$1.00 deductible prescription, single coverage plan that is 50% contributory for all members of the bargaining unit.

Family drug plan - Those drivers, to the extent only of their coverage with regular hospitalization, may enroll in the drug plan. The drivers must pay the applicable full amount.

70% participating is required.

The premium rate is guaranteed for the first year of the contract (88/89), and after that time, any increases in premiums will be absorbed by the drivers.

ARTICLE XIII

LEAVE OF ABSENCE WITHOUT PAY

Employees may be granted a leave of absence without pay for personal reasons for a period of up to one year with the approval of the Board of Education during which time they shall retain their seniority rights.

Seniority will accrue during the leave period.

ARTICLE XIV

PERSONAL DAYS

Employees may be granted up to three days of absence during any one school year without deduction of salary.

Personal days shall be provided for the sole purpose of permitting any employee the opportunity to transact matters of personal affairs and to meet emergency situations which cannot be performed at a time other than regular working hours without loss of pay. Personal business leave is not to be construed as vacation time to be taken at the will of the individual employee.

Requests for personal days which precede or follow school holidays or vacation periods shall be honored only under extreme circumstances.

Personal days are to be taken with internal control by both the Administration and the Union.

Unused portions of personal leave shall not be accumulative from year to year.

A minimum of 48 hours notice requirement for personal days is required, except in case of an emergency.

ARTICLE XV

UNION ACTIVITY

The Board of Education agrees to grant officially elected delegates time off with pay for the purpose of attending Union Conventions and/or Conferences provided that time off does not exceed an aggregate of five working days in the calendar year, and that not more than two such Union delegates shall be permitted to attend such conventions or conferences at any one time, and applications of said time shall not exceed two annually. Written request specifying the amount of time off is to be received by the Board of Education at least five days in advance of granting of each time off. Under certain circumstances this five day period may be waived by the Board.

ARTICLE XVI

DEATH IN FAMILY

Employees shall be entitled to a maximum of five (5) working days of absence, within a consecutive seven-day period, with pay, immediately following each death in the immediate family. Immediate family is interpreted to include: spouse, parents, son, daughter, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, brother-in-law, and sister-in-law.

ARTICLE XVII

JURY DUTY

Employees serving jury duty will limit their days of absence to the days of actual jury service. They shall receive their regular salary during the time of service.

During the life of this contract, drivers will not be required to turn over their checks for jury duty reimbursement to the Board of Education unless such reimbursement exceeds \$10.00/day, and then this provision becomes null and void without further negotiations.

ARTICLE XVIII

UNION REPRESENTATIVES

The Board agrees to recognize a minimum of one (1) Shop Steward and one (1) Alternate Steward selected by the Union. A Steward shall be granted a reasonable amount of time during his regular working hours, without loss of pay, to interview an employee who has a grievance and to discuss the grievance with the employee's immediate supervisor. The Union president or Steward shall be granted a reasonable amount of time during his regular work hours, without loss of pay, to present, discuss, and investigate grievances. Neither a Steward nor a Union officer shall leave his work without first obtaining permission of his immediate supervisor, which permission shall not be unreasonably withheld. The Union agrees to provide a listing of the current Shop Steward and Officers for the Board after the regular Union election and also to notify the Board of any interim changes.

ARTICLE XIX

SENIORITY

The Board and the Union agree that an updated seniority list will be provided to the union once each year of this contract. Employees will be placed on the seniority list in accordance with their date of hire. Ties will be broken by date of receipt of application for full time employment. Applications will be purged once a year.

Seniority shall prevail in any layoff of employees, the least senior employee to be laid off first. Employees shall be recalled or offered recall from layoff in the inverse order of their layoff, the most senior laid off employee being the first to be recalled. Laid off employees shall be eligible for recall for a period up to one year from the date of their layoff.

Employees who refuse to return to work within ten (10) days of the time they are offered recall shall be terminated. Notification of layoff or recall shall be by registered letter, return receipt requested.

ARTICLE XX

LUNCH AND DINNER RIGHTS

If a driver is on a trip assignment of at least 2 hours duration, and one of those hours is 12 noon to 1:00 P.M., the driver will receive up to a \$5.00 meal allowance.

If a driver is on a trip assignment of at least 2 hours duration, and one of those hours is 6:00 P.M. to 7:00 P.M., the driver will receive up to a \$7.50 meal allowance. A receipt is required for payment.

ARTICLE XXI

MEDICAL EXAMINATIONS

To satisfy the bi-yearly medical examination requirements for the renewal of bus drivers' licenses, all drivers shall be required to have a physical examination by a medical doctor.

The Board agrees to reimburse each driver up to \$30.00 for such examination upon receipt of bill.

Additional medical examinations may be required by the Board to verify a driver's physical capabilities following an extended illness.

Preventive flu shots shall be offered by the school physician according to a schedule established by the Administration at no expense to the employees.

ARTICLE XXII

HOLIDAYS

Bus drivers are to observe all holidays with pay which result in a district wide closing of schools.

ARTICLE XXIII

UNIFORMS

The Board reserves the right to select the style and color of uniforms.

The uniform allowance shall be \$100.00 for all full-time employees.

ARTICLE XXIV

GENERAL PROVISIONS

Any new driver after three months employment will be reimbursed for the State Motor Vehicle fee charged for obtaining the required license.

Drivers will not be required to make daily routine oil checks.

Drivers will be required to attend up to two two-hour safety meetings per year for which there will be no reimbursement.

The Board agrees to reimburse each driver \$4.00 per year for bus license renewal.

ARTICLE XXV

BULLETIN BOARDS

The Board of Education will provide space for a bulletin board.

ARTICLE XXVI

FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except as may otherwise be provided herein.

ARTICLE XXVII

VAN AIDES

Van Aides will be paid on the same rate schedule and basis as the regular school aides.

Van Aides working a continuous and scheduled period of four hours or more per day will be paid through the regular payroll system, the same as the drivers.

Note: This provision is added to the contract by mutual agreement. The only existing van aide at the present time, Mrs. Cernak, will be paid at the rate of \$7.00 per hour.

Aides will be entitled to non-cumulative sick time amounting to ten times the number of hours for which they are initially hired in a given year.

Council #73
AFSCME, AFL-CIO
Local 2474

Wall Township
Board of Education

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