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1989  
UTGERS UNIVERSITY

BORDENTOWN REGIONAL SCHOOL DISTRICT

BORDENTOWN, NEW JERSEY 08505

and

TRANSPORTATION ORGANIZATION

NEGOTIATED AGREEMENT

1988-89

1989-90

& July 1, 1988 - June 30, 1990

ARTICLE I

RECOGNITION

The Board of Education of the Bordentown Regional School District in the County of Burlington hereby recognizes the Bordentown Regional Transportation Organization as the majority representative for collective negotiations concerning the terms and conditions of employment for all transportation personnel including drivers, aides and the mechanic.

ARTICLE II

NEGOTIATIONS PROCEDURES

- A. The parties agree to enter into collective negotiations in good faith in an effort to reach agreement on matters concerning the terms and conditions of employment of the transportation personnel.

When an agreement is reached on the terms and conditions of employment, it shall be embodied in writing and signed by the authorized representatives of the Board of Education and representatives of the transportation organization.

- B. During negotiations, the Board and transportation personnel may present relevant data concerning points of view and may make proposals and counterproposals. It is agreed that once a proposal is made by either party, no new additional topics will be made the subject of negotiations unless they are agreed to by both parties.
- C. The negotiating representatives of either party shall be designated solely by the party they represent.
- D. Both parties mutually pledge that their representatives shall be endowed with all necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations. It is understood that final ratification of all items contained within the tentatively agreed upon contract must then be ratified by a majority of the group represented by the negotiators of the transportation organization and by a majority of the Board of Education.

Both parties agree that during the period of negotiations, information or publicity regarding the negotiations will consist of a joint statement.

ARTICLE III

INDIVIDUAL GRIEVANCE PROCEDURE

Transportation personnel shall have the right to appeal through administrative channels the application of policies and administrative decisions affecting his/her employment. With respect to any personal grievances, the individual shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting any appeal.

- A. Transportation personnel who have a grievance shall discuss it first with the Transportation Coordinator in an attempt to resolve the matter informally at that level.
- B. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, s/he shall set forth his/her complaint in writing to the Business Administrator. The Business Administrator shall communicate his decision to the employee in writing within three (3) school days of receipt of the written complaint.
- C. The employee may appeal the Business Administrator's decision to the Superintendent. This appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the Business Administrator and the Transportation Coordinator and shall confer with the concerned parties. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the employee and the Business Administrator.
- D. The employee may appeal the Superintendent's decision to the Board of Education. This appeal to the Board of Education must be made in writing and must set forth the grounds upon which the grievance is based. The Board of Education shall request a report on the grievance from the Superintendent and the Business Administrator and shall confer with the concerned parties. The Board of Education shall attempt to resolve the matter as quickly as possible, but within a period not to exceed thirty (30) days. The Board of Education shall communicate its decision in writing, along with supporting reasons, to the employee, the Superintendent and the Business Administrator. The decision of the Board of Education is final.

ARTICLE IV

RESPONSIBILITIES

A. SUPERVISION AND WORK ASSIGNMENT

1. All operators are employed by the Bordentown Regional School Board of Education and come under the direct supervision of the Transportation Coordinator.
2. The Transportation Coordinator is appointed by the Board of Education to supervise operators, through the Business Administrator's Office.

B. WORK SCHEDULE

1. Transportation runs for Bordentown Regional School District will be made when school is open in accordance with the calendar approved by the Board of Education.
2. The operators' regular workday will be two (2) hours A.M. and two (2) hours P.M. As of September 1, 1988, the regular workday for all new employees will be four (4) hours as assigned by the Transportation Coordinator.
3. Drivers for summer work will be selected from those who request it except in emergencies when other drivers may be called.

C. MISCELLANEOUS--ALL RUNS SCHOOL YEAR

1. At the commencement of each year, all contracted runs will be posted and bid on according to seniority. This will occur only at the beginning of each year. Openings mid-year will be assigned by the appropriate administrator.
2. Upon request by the drivers, those drivers whose regular runs are not scheduled on a specific day will be called to substitute on a seniority basis and will be paid at the substitute rate.
3. Transportation runs for students other than Bordentown Regional School District will be made in accordance with school calendars issued: Burlington County Vocational School, Saint Mary's School, etc.

**D. BUS OPERATORS - DAILY RESPONSIBILITIES**

1. Report, allowing sufficient time to check vehicle according to mandates, and be on time for scheduled pull out.
2. Sweep out bus daily.
3. Attend all meetings called by the State Department of Education (Transportation), County Superintendent and/or Transportation Coordinator.
4. Follow only those routes and stops approved by the Board of Education and County Superintendent of Schools and assigned by the Board of Education.
5. No stop or route is to be changed without approval of the Business Administrator and Transportation Coordinator.
6. Complete State mandated daily checklist.
7. Any mechanical problem should be reported to the Mechanic immediately.
8. All disciplinary problems are to be reported, on a provided form, to the Principal of the school which the student attends.
9. Any accident, regardless of how minor, involving a bus or a passenger on your bus must be reported in writing to the Superintendent and Transportation Coordinator immediately upon reporting back to the parking lot. Forms are provided for the above in the Transportation Office. No bus is to be removed from an accident scene until an investigation is made by the proper police authorities and their permission is granted to move the bus.
10. No smoking is permitted on the bus at any time.
11. A daily transportation report will be kept on a form provided and will include miles and tenths for runs and the school(s) involved.
12. Gas bus daily--a.m. and p.m.--as assigned by the Mechanic

ARTICLE V

MECHANIC

A. SCHEDULE

1. Will work a twelve (12) month school year with ten (10) days vacation per year. Vacation time to be taken during the time when school is not in session unless special permission is granted by the Transportation Coordinator. Vacation time is not accruable.
2. Mechanic will have thirteen (13) holidays basically equivalent to those of the Custodians. May be adjusted yearly based upon run needs.

B. BENEFITS

1. Will be eligible for all benefits granted the operators through this negotiated agreement.
2. Receives a uniform allowance same as custodians.

C. RESPONSIBILITIES

1. Handles all requests for repairs.
2. Refers jobs unable to be accomplished with our facilities to contracted garages and follows up on each job.
3. Refers problems of maintenance to the Transportation Coordinator and Business Administrator.
4. Calls for tire checks and keeps the fleet in proper legal condition with regard to tire tread.
5. Prepares buses for all weather conditions and sets up trouble shooting techniques for poor weather conditions that may affect the operation of the vehicles.
6. Follows up on all service repairs, checks for proper billings and approves repairs before payment.
7. Gases all buses daily.
8. Prepares service repair bid for all school vehicles.

ARTICLE VI

BENEFITS

A. SICK AND PERSONAL LEAVE (Full-Time Employees)

1. Twelve (12) days sick leave.
2. Three (3) days personal leave.
3. Three (3) days personal leave for illness in the immediate family. Immediate family shall mean spouse, parent, child, brother, sister, grandparent, mother/father-in-law, brother/sister-in-law, daughter/son-in-law and other blood relatives living in household.
4. Five (5) days personal leave per occurrence for death in the immediate family.
5. Sick leave may be accumulated in unlimited amounts.
6. Unused personal leave days will be converted to available sick days.
7. Sick days will be reimbursed at the rate of \$15 per day for every day accumulated over twenty-five (25) days at the time of retirement or leaving the District.
8. Paid personal days will not be granted on days immediately preceding or following scheduled holidays; also will not be granted at a time when absence seriously hinders the overall operation of the school, e.g., opening day and closing day, etc.

B. HEALTH INSURANCE

Full-time transportation personnel may have the option of obtaining through the Board of Education at the Board's expense the following insurance coverage:

1. Health Insurance and Major Medical coverage equivalent to the New Jersey State Health Benefits Plan. Coverage will be provided up to and including full-family coverage at the expense of the Board. The Board will also provide an option for the employee to have H.M.O. coverage with the employee being responsible to pay the difference in premiums between the Blue Cross/Shield/Major Medical and the H.M.O. coverage.
2. Income protection for the employee only--provided this option is exercised. Note: Only one option--health insurance or income protection--can be exercised in any given contract year.
3. Family Prescription Plan coverage to a maximum Board expense of \$275 per school year.
4. Employee Dental Insurance. Transportation personnel may receive dependent coverage at the employee's expense.

C. CLOTHING ALLOWANCE

Each driver and aide is eligible for \$35 allowance for wind-breakers every two (2) years.

ARTICLE VII

OTHER TERMS AND CONDITIONS

A. EMPLOYMENT

1. Up to three years experience will be accepted for pay purposes. Written proof indicating three or more years of satisfactory employment will be required prior to placement on the salary guide with granting of three years experience.
2. A substitute can gain experience and seniority at the rate of two (2) years of substitute work equalling one (1) year of seniority, if a minimum of one-half ( $\frac{1}{2}$ ) the number of school days per year has been assigned.
3. A physical examination and T.B. test are to be completed by September 1 of each school year, and forms submitted to the Business Administrator prior to driving for the new school year. Physicals may be obtained through the school physician at Board expense or by the employee's physician at the employee's expense. The T.B. test will be administered by the school nurse at Board expense.
4. If a reduction in force is necessary through discontinuation of a run or other causes, the operator affected could exercise seniority by bumping an operator with less seniority. If the affected operator was a big bus operator and by the nature of the bump became a van operator, s/he would automatically return to the big bus run if one should become available.
5. Fifteen (15) calendar days termination notice required by either party.

B. SUSPENSIONS:

Up to three (3) days suspension without pay may be given to any operator for the following:

1. Speeding: All operators are to follow the posted speed limits within the District except on Route 130 and Route 206 where they are not to exceed 45 miles per hour. On all trips outside the District, the speed of each bus will conform to the posted limits.
2. Failure to obey any other State or local traffic regulations in or out of the District.
3. Changing stops and/or routes previously approved by the Board of Education and County Superintendent without the express permission of the Board of Education.
4. Failure to renew license as required by State Statutes. Also, a failure to comply with any other directive from the Board of Education, Superintendent and/or Business Administrator.



**C. WORKING CONDITIONS**

1. New vehicles to be assigned by the Transportation Coordinator as to what is best for the overall transportation requirements with the approval of the Business Administrator.
2. All extra runs must be posted and all drivers given the opportunity to sign up for the work. Runs will be assigned on the basis of seniority to drivers under the twenty (20) hour per week straight time extra pay limit whenever possible. All mid-day runs, whether contracted or not, will count toward the twenty hours. Note: Seniority lists developed by the operators' unit will be used for the purpose of run assignment, selection, etc.
3. The need for driver aides on vehicles will be determined by joint decision of the Business Administrator and Transportation Coordinator.
4. Any driver has a right to apply for a transfer to a run vacated after the start of the school year. Assignments, however, will be made administratively.
5. Operators will not be eligible for straight time extra-pay runs taken within the regular workday and must be on call for emergency runs other than those on the regular assignment during these hours.

ARTICLE VIII

SALARIES

A. STRAIGHT TIME - EXTRA PAY

1988-89 \$7.50 per hour; 1989-90 \$8.10 per hour--for all hours worked over and above four (4) hours for A.M. and P.M. runs - to include educational activities, athletic events, inspection runs, etc. Payment will be made for only exact time plus waiting time involved. (Example: a run that has fifteen (15) minutes of waiting time and thirty (30) minutes of actual running time will be paid for forty-five (45) minutes, not for an hour.) Drivers may report fifteen (15) minutes early for High School runs and thirty (30) minutes early for all other runs and runs on other than school time.

B. ADDITIONAL DAYS

1. Any time a driver has to work beyond 180 days because of schedule conflict or make-up days, s/he will be paid one half (1/2) his/her daily rate for every day over 180.
2. When a driver's regular run is scheduled in excess of 180 days, pay will be at his/her full daily rate for every day over 180.
3. Operators will receive \$7.50 per hour 1988-89; \$8.10 per hour 1989-90, (with a bonus of \$3.00 per hour) for trips on Saturdays, Sundays and holidays that are not school scheduled functions. (Example: all sporting events, band buses, CE/R, etc., are considered school functions and will be paid at the regular rate.)

C. SCHEDULE OF PAYMENTS

1. Drivers will be paid on the same schedule as other employees, every other Friday.
2. Straight time extra pay will be paid every other Friday providing proper vouchers have been filed on time and these must be approved by the Transportation Coordinator and Business Administrator.

D. MISCELLANEOUS

1. Drivers in training (for license and learning runs) will receive minimum wage per hour during this period.
2. Drivers transporting Special Education children out of the District will be eligible for special pay. The determination to assign an Aide will be administrative solely.
3. Drivers for extracurricular and field trip runs will be paid one (1) hour straight time for any trip which is cancelled after the bus driver's arrival.
4. Time is to begin fifteen (15) minutes prior to start of the run. Contracted runs scheduled for more than four (4) hours are to be paid at the contract rate.

SALARY GUIDES

<u>1988-89</u>	<u>Step</u>	<u>1989-90</u>
<u>DRIVERS</u>		
\$6,210	0	\$6,660
6,330	1	6,780
6,450	2	6,900
6,570	3	7,020
6,690	4	7,140
6,810	5	7,260
6,930	6	7,380
7,050	7	7,500
7,170	8	7,620
7,290	9	7,740
7,410	10	7,860
7,530	11	7,980

DRIVER AIDES

\$5.75/hour	1	\$6.35/hour
6.00/hour	2	6.60/hour
6.25/hour	3	6.85/hour
6.50/hour	4	7.10/hour

MECHANIC

\$ 9.50/hour	1	\$10.50/hour
9.90/hour	2	10.90/hour
10.30/hour	3	11.30/hour
10.75/hour	4	11.75/hour

Special Run Pay

	<u>1988-89</u>	<u>1989-90</u>
Straight Run	\$7.50/hour	\$8.10/hour
*Mid-Day	8.50--1st hour/day	9.10--1st hour/day
Special Education	5.00/day	5.10/day
**Summer School	7.75/hour	8.35/hour

\*The Clara Barton School kindergarten run will be the only mid-day run to be issued a contract. If the mid-day run exceeds one (1) hour, the additional will be paid at straight run rate.

The Peter Muschal School Kindergarten run will be included in the driver's regular contract, giving said driver a five (5) or six (6) hour per day contract.

\*\*Summer school--Guaranteed a minimum of 1½ hours pay or 3 hours per day for two assignments. Any assignments reaching 4 hours per day will be paid regular rate.

For the 1988-89 school year, drivers are eligible for a \$120 longevity increment after 11, 15, 20 years of service. For the 1989-90 school year, drivers are eligible for a \$130 longevity increment after 11, 15, 20 years of service.

DURATION OF AGREEMENT

IN WITNESS WHEREOF, the Board of Education of the Bordentown Regional School District has caused this agreement to be signed by the representatives of the Bordentown Regional Transportation Association.

At the written request of either party to the other, if there is a need and both parties agree, language changes may be negotiated after the 1988-89 school year.

The provisions of this agreement are binding on all parties for a period of two (2) years, July 1, 1988 - June 30, 1990.

THE BOARD OF EDUCATION  
OF THE  
BORDENTOWN REGIONAL SCHOOL DISTRICT  
IN THE  
COUNTY OF BURLINGTON

By: *John Schweppenheiser Jr.*  
John Schweppenheiser Jr., Board President

By: *Paul E. Chopko*  
Paul E. Chopko, Board Secretary/Business Administrator

By: *Janice M. Jones*  
Janice Jones, Representative  
Transportation Organization

By: *Ulaine E. Allibone*  
Ulaine Allibone, Representative  
Transportation Organization

Date: \_\_\_\_\_