

AGREEMENT

BETWEEN

HOLLAND TOWNSHIP BUS DRIVER'S ASSOCIATION

AND

HOLLAND TOWNSHIP BOARD OF EDUCATION

JULY 1, 1994

TO

JUNE 30, 1997

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PREAMBLE

This agreement entered into by and between the Board of Education, Township of Holland, New Jersey, hereinafter called the "Board" and the Holland Township Bus Drivers' Association, hereinafter called the "Association."

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Holland township school District is their primary aim and that the character of such education depends in part upon the safe transportation of the children, and

WHEREAS, the bus drivers play a vital part in the successful operation of the school program, and

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement, be it

RESOLVED in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. UNIT

The Board of Education hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all their respective personnel employed by the Board.

B. DEFINITION OF EMPLOYEE

Bus Driver Under Contract. Unless otherwise indicated, the term "employee" when used hereinafter in the Agreement shall refer to all employees in the negotiation unit represented by the Association as above defined and reference to male employees shall include female employees.

ARTICLE II

NEGOTIATION PROCEDURE

The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.A.C. 19:12-2.1 in a good faith effort to reach agreement concerning the terms and conditions of the members' employment. Such negotiations shall not begin later than December 3 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all members as defined in Article I, Recognition, be reduced to writing, be signed by the Board and the Association.

1. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The respective negotiating committees for the Association and the Board shall consist of no more than four (4) representatives for any given session. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

2. Should a mutually acceptable amendment to this Agreement be negotiated and ratified by the parties, it shall be reduced to writing and signed by authorized representatives of the Board and the Association.

3. The Board agrees not to negotiate concerning said employees, in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.

4. 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 III

GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is a claim by an employee, a group of employees, or the Association based upon an alleged violation, interpretation or application of this Agreement, policies or administrative decisions affecting an employee, a group of employee, or the Association.

B. PURPOSE

Any individual member of the Association shall have the right to appeal any violation, interpretation or application of this Agreement, policy, and administrative decisions affecting him through administrative channels. With respect to his personal grievances, he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or designate representatives of the Holland Township Bus Drivers' Association, or another person of his own choosing currently employed by the Holland Township Board of Education to appear with him or for him at Steps One and Two. At steps Three and Four, he may appear with anyone of his own choosing providing a representative of the Association is present.

C. PROCEDURE

1. Any grievant or his representative(s) shall, within twelve (12) school days after the occurrence, discuss the grievance first with the Head Bus Driver and then the Business Administrator, in an attempt to resolve the matter informally at that level, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. It is understood that if a grievance occurs at the termination of the school year, the period allowed shall not exceed ten (10) calendar days.

2. If as a result of the discussion held at Step One (1), the matter is not resolved to the satisfaction of the grievant, within five (5) school days he shall set forth his complaint in writing to the Superintendent stating the nature of the grievance. Articles and Sections of the Agreement or Policies allegedly violated shall also be stated in writing, along with the possible remedy. Administrative decisions shall be handled in the same manner when in dispute.

Within two (2) days of the receipt of the letter, at a mutually agreed upon time, a meeting will be held between the grievant and/or his official representative(s), and the administration, in an attempt to settle the grievance.

The Superintendent shall communicate his decision with reasons within three (3) school days after the completion of the meeting. When a grievance occurs at the end of the school year, the periods allowed shall not exceed three (3) calendar days.

3. If the grievance is not resolved to the grievant's satisfaction he may request within fifteen (15) school days, a review by the Board. The request shall be submitted in writing through the Superintendent to the Board. The Board or a Committee thereof shall review the grievance, hold a hearing with the grievant and/or his representative if requested within seven (7) school days and the Board shall render a decision with reasons in writing within fifteen (15) school days of the review or hearing. If this falls at the termination of the school year, the period allowed shall not exceed fifteen (15) calendar days.

4. Any grievance not resolved to the satisfaction of the grievant or grievants in the Third Step of the grievance procedure may be submitted to arbitration within fifteen (15) calendar days after receipt of the Third Step answer. The parties will be bound by the rules and procedures of the American Arbitration Association. The only grievances which may be arbitrated are those based upon an allegation that there has been a violation of the terms of this Agreement as it related to this Article Section A, with the exception of issues relating to Board policy which shall be excluded from binding arbitration.

5. The arbitrator shall hold hearings promptly and shall issue his decision not later than twenty (20) calendar days from the date of the close of the hearings, or from the date of receipt of final statements or proofs. The arbitrator's decision shall be in writing and shall set forth his finding of fact, reasoning and conclusions only on the issues submitted.

6. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall be limited to the issues submitted to him and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from, the Agreement between the parties. His decision shall be final and binding on both parties. No grievant or member of the Association shall have the right to refuse a directive from the Superintendent or Administration until the grievance has been properly determined.

7. All costs for the services of the arbitrator shall be borne equally by the Board and the Association except a transcript of the hearing shall be borne by the party requesting the transcript.

#### D. MISCELLANEOUS

1. Those meetings and hearings pertaining to the grievance procedure shall be conducted in closed session and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

2. The above time limits on any step may be extended or reduced by mutual agreement in writing.

3. Within the grievance procedure no where shall it be interpreted that the Board or Administration has relinquished legal prerogatives.

4. The grievant does not have the right to refuse an administrative directive on the grounds that he has instituted a grievance.

5. In the case of a grievance filed by two or more employees, participation in the arbitration proceedings will be limited to one employee acting as a party in interest, plus his representative.

6. Every effort will be made to hold the arbitration hearings in the school building at a time set by the arbitrator, preferably after afternoon runs have been completed.

#### ARTICLE IV

#### WORK ASSIGNMENT

1. The work day shall consist of two (2) runs (2 routes in morning or afternoon equal one (1) run), including morning and afternoon, except for contracts otherwise specified.

2. Drive bus on prescribed route(s).

3. Perform the following:

a. Check Standard #17 sheet daily, prior to departure  
b. Clean interior of bus as directed  
c. Re-fuel when necessary and record amount in designated place.

4. Take bus for inspections during school year as required by New Jersey Statutes. Drivers will take buses back for reinspection trip, if required. Inspection and reinspection trip(s) will be paid on a flat rate of \$30.00 per trip. Substitution of drivers on reinspection trips will be done on a seniority basis.

5. If additional time is required to pass inspection (other than waiting in line), the time will be compensated at the same hourly rate as field trips.

ARTICLE V

REASSIGNMENTS

1. Involuntary reassignment of runs, on a permanent basis shall be made only after a meeting between the involuntarily assigned driver and his/her representative, and if desired, the Association, and the Administration. The reason for change shall be noted.

2. Temporary reassignments shall be made at the direction of the Administration.

3. When a vacancy occurs in the school year, the run shall be put up for bid on a seniority basis for the next school year except for the Kindergarten run, which will be bid on immediately.

ARTICLE VI

DISTRIBUTION OF EXTRA RUNS

1. The Administration will notify the Head Bus Driver/Mechanic of the destination, date of trip, approximate duration of trip, and number of bus drivers required for upcoming extra runs to be driven by the Holland Township School bus drivers.

2. The Head bus Driver/Mechanic will fill in the information on the proper form and secure the required number of drivers by the following selection procedure:

- a. Initially, the selection sequence will be from the driver with the most seniority down to the driver with the least seniority. As many drivers as needed will be asked to make the runs until the required number are secured (e.g., 5 drivers may be asked in order to obtain 2).
- b. Subsequent runs will be distributed starting with the drivers who have been offered the least number of runs, again working from the driver with most seniority down to the driver with least seniority. This procedure insures that all drivers are given an equal chance to the extra runs available.

3. If no driver voluntarily accepts a run, the run may be assigned to a driver by the administration in inverse order of seniority:

- a. Initially the selection sequence will be from the driver with the least seniority to the driver with the most seniority;
- b. Subsequent runs will be distributed starting with the driver with the next least seniority. This procedure insures that all drivers are assigned equal involuntary runs.



- c. When an involuntarily assigned run precludes a driver from taking his/her regularly scheduled run, that driver will receive no less than his/her regular run rate.

4. Seniority is based solely on continuous length of service. Approved leaves of absences, with or without pay, will not constitute a disruption in time counted toward calculation of "continuous length of service."

5. New drivers who start in the middle of a year will be "charged" with as many extra runs as the highest number offered to any driver to that date (e.g., if some drivers have been asked to drive 4 times and others 3, the new driver will be "charged" with 4 runs). Thereafter, when all drivers have been asked 4 times, the new driver will not be in line for the next extra run, but must wait until all drivers (who have more seniority) have been asked for a 5th run.

6. Overtime records will not carry over from one school year to the next.

7. Drivers will mark the appropriate yes/no box and initial the form so there can be no question as to whether or not the driver had been asked to take the run.

8. Drivers with contracted 3rd daily runs will be carried on the overtime list, but it is understood that they cannot take any run that interferes with their regular runs. In this case, here the conflict is obvious, it is not necessary to have the driver initial the form, the Head Bus Driver/Mechanic can do it.

## ARTICLE VII

## SICK LEAVE

### 1. Personal Illness

All members covered under this contract who are steadily employed by the Board shall be allowed ten (10) full days of sick leave with full pay in any school year. All days of such minimum sick leave not utilized in that year shall be accumulative to be used for additional sick leave as need in subsequent years.

2. A doctor's certification shall be filed with the Superintendent for any sick leave beyond three (3) consecutive working days or where the employee has shown a continuing pattern of absenteeism.

3. By October 1st of each year all employees shall receive written notification of their total number of days of accumulated sick leave.

4. Upon retirement, each employee shall be entitled to payment at the rate of \$8.00 per day for each accumulated sick leave day over fifty (50) not to exceed a maximum payment of \$1,500 per employee.

ARTICLE VIII

LEAVES OF ABSENCE

1. Maternity Leave

All pregnant employees shall notify the Administration as soon as pregnancy is determined. At that time the employee shall specify, in writing, the date on which she wishes to return after the birth. The Board may require any employee to produce a certification from a physician in support of the requested leave dates provided that if the Board's physician is in disagreement, the conflict of medical opinion shall be resolved as set out in b.iii.

The Board may remove an pregnant employee from her duties on any one of the following bases:

a. Performance. Her performance has substantially declined from the time immediately prior to her pregnancy.

b. Physical Capacity. Her physical condition or capacity is such that her health would be impaired if she were to continue working, and which physical incapacity shall be deemed to exist only if:

(i) the pregnant employee fails to produce a certification from her physician that she is medically able to continue working, or

(ii) the Board's physician and the employee's physician agree that she cannot continue working, or

(iii) following any difference of medical opinion between the Board's physician and the employee's physician, the Board requests expert consultation in which case the Hunterdon County Medical Society shall appoint an impartial third physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board.

Whenever, in the opinion of the Board, the dates for the commencement of a pregnancy leave and/or the dates for the resumption of duties would substantially interfere with the administration of the school or with the education of the children, the requested dates may be changed by the Board.

2. Funeral Leave

In the event of the death of a near relative, time off up to a maximum of five (5) consecutive calendar days will be granted without loss of pay. In any event the day following burial shall be granted as the final day of such leave. Near relatives consist of husband, wife, son, daughter, grandmother, grandfather,

grandchild, father, mother, sister, brother, father-in-law, mother-in-law, and any other relative residing in the home of the employee.

### 3. Quarantine

An employee is expected to remove himself from contagion. Should an employee be absent because of quarantine by the Board of Health, no deduction in pay or sick leave shall be made.

### 4. Court

An employee who is required by law to attend court session as a subpoenaed witness or for jury duty, except in actions against the Board initiated by an employee, shall be allowed such absence without loss of pay or penalty. All reimbursement from the courts, excluding expenses for the above duty, will be paid to the Board Secretary/Business Administrator.

### 5. Benefits

All benefits to which an employee was entitled at the time his leave of absence commenced, including unused sick leave, will be in effect upon his return and he shall be assigned to the same position which he held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

### 6. Personal Days

Three (3) days leave of absence for personal legal business, household, or family matters which requires absence during school hours. Application to member's immediate supervisor for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies).

## ARTICLE IX

## EMPLOYEE RIGHTS AND PRIVILEGES

1. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right frilly to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations.

2. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

3. Whenever any employee is mutually scheduled by the parties to participate during working hours in negotiation, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

4. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any/or al employee rights and/or Association rights and privileges, as defined in this Agreement, without just cause.

5. Employees who attend work-related workshops--not Association activities--shall suffer no loss in pay provided the Business Administrator has been notified three (3) days in advance and has granted approval. Employees shall be compensated at the rate of \$12 for each approved workshop.

6. The Board shall reimburse each employee for the cost of renewing his bus license an amount not to exceed \$50 per employee and a one time fee of \$35 for Commercial Driver License test.

#### ARTICLE X

#### ASSOCIATION RIGHTS AND PRIVILEGES

1. The Association and its representatives may have the right to use school buildings at all reasonable hours for meetings upon approval of the Administration provided such use does not interfere with normal operations.

2. Representation Fee in Lieu of Dues for Non-Member Employees:

If any employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, such employee shall be required to pay a representation fee to the Association for that membership year. It is understood that representation fees under this Article shall be deducted prospectively only, beginning on the date of the signing of this Agreement. The purpose of this fee is to offset the employees' per capita cost of services rendered by the Association as majority representative, not for any Association activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative.

Amount of Fee: Prior to the beginning of each membership year, the Association shall notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee shall not exceed 85% of that amount.

Deduction and Payment of Fee: Once during each membership year covered in whole or in part by this Agreement, the Association shall submit to the Board a list of those employees who have not

become members of the Association for the current membership year. The Board shall deduct from the salaries of such employees the full amount of the representation fee in lieu of dues and shall transmit same to the Association. Such deductions shall be made on or after, but in no case sooner, than the (30th) day following the employee's employment in the bargaining unit and on or after, but in no case sooner, than the (10th) day following re-entry into the bargaining unit for employees who previously served in a position included in the bargaining unit who continued in the employ of the Board in a position outside the bargaining unit and individuals being reemployed in such unit from reemployment lists.

No representation fee deduction shall be made by the Board unless the Association first establishes a demand and return system which provides pro rata returns as described in N.J.S.A.34:13A-5.5c. The demand and return system shall include a provision by which persons who pay a representation fee in lieu of dues may obtain review of the amount returned through full and fair proceedings placing the burden or proof on the Association. If this demand and return system is not established or maintained during the life of this Agreement, then the Board shall not make the representation fee deductions. The Association agrees to make non-members aware of their legal rights of appeal and of the procedures available for such an appeal.

The Association shall indemnify and hold harmless the Board against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the Board in conformity with this Article.

#### ARTICLE XI

#### BOARD RIGHTS

1. 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 employee 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 legitimate reasons;
- d. to maintain 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 XII

## MISCELLANEOUS PROVISIONS

1. The Board shall carry out the commitments contained in this Agreement and give them full force and effect as a part of Board policy.

2. Compliance between Individual Contract and Master Agreement:

Any individual contract between the Board and an individual employee heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement during its duration, shall be controlling.

3. Participation by any member of the negotiating unit in a strike, job action, work slowdown, or any concerted activity which does or has the potential for interfering with normal school district operation and administration, or a refusal to perform duties, shall be just cause for disciplinary action.

4. No lock-out of employees shall be instituted by the Board during the term of this Agreement. The Association agrees that during the term of this Agreement, neither it nor its officers, employees, or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slowdown, mass resignations, mass absenteeism, picketing or any other similar actions, which would involve suspension of, or interference with the normal operations of the school and work of the Board. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be disciplined by the Board.

5. Fully Negotiated Provisions:

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiated issues for the term of this Agreement. 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.

ARTICLE XIII

1. Resignations:

An employee who is resigning shall give thirty (30) days' notice.

2. Notification of Contract and Salary:

Employees shall be notified of their contract and salary status for the ensuing year no later than June 1.

ARTICLE XIV

LAW

1. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XV

DURATION OF AGREEMENT

1. This Agreement shall be effective as of July 1, 1994 and shall continue in effect until June 30, 1997, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

SALARY GUIDE

<u>DAILY RUNS</u>	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
1 - 9 years	27.83	*	*
10 - 14 years	27.90	*	*
15 - x years	28.40	*	*

FIELD TRIPS

Hourly Rate	8.96	8.96	8.96
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MEETINGS

Hourly Rate	4.35	4.35	4.35
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\* Salaries will increase by Consumer Price Index (CPI) as published by the Department of Labor for the Northeastern New Jersey areas as of April 30th each year.

Two routes in morning or afternoon equal one run.

Successfully completed defensive driving course or meetings called by the administration, except those meetings called to conduct a contract required bidding procedure on a vacant run, grievance hearing, s investigation into a personnel matter, etc.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all to be effective as of July 1, 1997 and shall continue in effect until June 30, 1998?

By:

Bernadette Mackow  
President  
HOLLAND TWP. BUS DRIVERS' ASSOC.

James Sheridan  
James Sheridan, President  
HOLLAND TWP. BOARD OF  
EDUCATION

Juan M. Bonhser  
Secretary  
HOLLAND TWP. BUS DRIVERS' ASSOC.

Donna McCatharn  
Donna McCatharn, Bd. Sec./  
Asst. SBA  
HOLLAND TWP. BOARD OF  
EDUCATION

\_\_\_\_\_  
Chief Negotiator  
HOLLAND TWP. BUS DRIVERS' ASSOC.

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Chief Negotiator  
HOLLAND TWP. BOARD OF  
EDUCATION