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AGREEMENT
BY AND BETWEEN
THE CENTRAL REGIONAL BOARD OF EDUCATION
AND
THE CENTRAL REGIONAL BUS DRIVERS ASSOCIATION, INC.
JULY 1, 1985 - JUNE 30, 1987

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PREAMBLE

This Agreement is entered into this first day of July 1985 by and between the Board of Education of the Central Regional School District of Ocean County, New Jersey, hereinafter called the "Board" and the Central Regional Bus Drivers Association, Inc, hereinafter called the "Association".

ARTICLE I
RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for all Bus Drivers; but excluding Transportation Coordinator, all confidential personnel, substitute drivers, and contract drivers.

B. Definition of Employee

Unless otherwise indicated, the term "employee" or "driver", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

A. In accordance with the Employer-Employee Relations Act of 1968 as amended and the rules and regulations of the Public Employment Relations Commission, the parties agree to commence negotiations in a good faith effort to reach agreement. Negotiations concerning a successor agreement however, shall commence not later than October 1 of the year preceding the year in which the agreement expires.

B. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals. Each party

limits specified may, however, be extended by mutual agreement.

2. A grievance to be considered under this procedure must be initiated within thirty (30) calendar days of its occurrence or knowledge thereof.

3. Failure of the aggrieved to process a grievance in accordance with the timeliness as contained herein shall constitute an abandonment of the grievance and render it null and void.

4. Notwithstanding the pendency of any grievance, all personnel covered by this Agreement shall continue to perform all duties and assignments.

5. Level One - Coordinator

When a grievance occurs, personnel covered by this Agreement shall discuss the matter with the Transportation Coordinator, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

6. Level Two - Superintendent of Schools

a. If the aggrieved person(s) is not satisfied with the opinion issued by the Transportation Coordinator, or no decision has been rendered within five (5) school days after presentation, the grievance may be filed in writing with the Association. The grievance (filed in writing) may be presented to the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner.

b. Within five (5) school days after receiving the written grievance, the Association shall refer the matter to the Superintendent of Schools.

c. Within six (6) school days after receipt of the position of the Association, the Superintendent of Schools shall schedule and hold a hearing for the purpose of allowing the Association to submit appropriate evidence.

d. Within six (6) school days after the conclusion of the hearing, the Superintendent of Schools shall issue a decision, in writing, setting forth his findings of fact, reasoning and conclusions on the issues submitted.

7. Level Three - Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent

detract from, alter, amend or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement. 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 decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding of the parties.

d. 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.

D. Rights of Employee to Representation

1. Employee and Association - Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by representatives selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Advanced Step Filing

1. If the lack of subordinate jurisdiction removes authorization for properly considering a specific grievance, the grievance may be filed at the next level having jurisdiction. It is understood and agreed that the Association shall be the sole party in interest to present an advanced step filing.

2. Meetings and Hearings - All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, with approval of the appropriate Association president, Association and Superintendent of Schools, provided that this shall not interfere with or interrupt normal school operations.

D. The Association and its representatives may request, in writing, to use specified areas subject to administrative approval in writing, which approval shall not be unreasonably withheld.

E. The Association shall have the right to use a mimeographing machine at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials, supplies, and damages incident to such use.

F. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization(s) representing any portion of the unit or potential member of the unit.

G. The Board shall permit a designated regular member of the Association to visit buses to investigate working conditions, employee complaints or problems, or for any other reasons relating to terms and conditions of this Agreement which shall not interrupt the work schedule. Where one representative visits buses for such purposes no advance notice need be given. In cases where two representatives visit buses for any of the aforementioned purposes, the Coordinator shall be notified at least one (1) school day in advance of the visit. Such advance notification may be waived with the express consent of the Coordinator. In the event of emergency circumstances or a pre-arranged special event, more than two representatives shall be permitted to visit the buses.

ARTICLE VIII
ADDITIONAL TIME

Additional Time: Defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, either before/after regular work day or any day other than provided in the regular work year.

A. All additional time spent must be voluntary and mutually agreed to by the employee and immediate superior.

B. All athletic and activity "run(s)" shall be paid at the rate of \$10.00 per run when it is not assigned as part of a driver's regular daily runs. A run defined for the purpose of this specific sub-section shall be that which transports students to or from school.

C. All athletic and activity trip(s) shall be paid as follows:
\$30.00 for the first four (4) hours
\$ 5.00 per hour for the next four (4) hours
Maximum of \$50.00

A trip shall be defined as transporting students and/or faculty to and from athletic and activity events, which occur away from school. With the approval of the Board of Education, trips of exceptional length may pay extra compensation.

D. If another destination is added to a present vocational run, the driver will be compensated for an extra run in the amount of ten (10) dollars per run.

E. If any cancellation occurs in sub-sections B or C of the above after driver has reported for his assignment, said driver shall receive remuneration for half of run, as per sub-section B and C. Reported shall be defined as the driver and bus being at the designated starting point for the trip.

F. Drivers will be reimbursed for reasonable expenses for meals and lodgings on trips that require the driver to remain over night. To be reimbursed, a driver must submit to the Board Office an appropriate voucher supported by paid receipts within ten (10) days following the date that expenses were incurred.

B. Placement on Salary Schedule - Adjustment to Salary Schedule

Each employee shall be placed on his proper step of the salary schedule. Any employee employed prior to February 1st of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. (July 1, to June 30).

C. A terminated employee shall receive two (2) weeks written notice of termination. A copy of such a notice shall be filed in the Board of Education Office.

D. Resignation

An employee who is resigning from his position shall provide thirty (30) days written notice to the coordinator with a copy to the Board of Education.

E. Notification of Contract and Salary

Employees shall be notified of their contract and salary status for ensuing year not later than April 30th.

F. Assigned Duties

At no time shall the Board or any Agent thereof, assign or direct any employee covered by this contract, to any other duties outside of the duties appropriate to their position and consistent with their general job description. However, first echelon maintenance shall be deemed appropriate to their position.

G. Those drivers who are caused to be laid off as a result of this contract shall have the right to recall for such a time as to give all the opportunity for employment. Any said driver refusing an offer of employment shall have waived any rights herein.

H. Increment

The Board of Education may withhold increments or any part thereof from employees as a part of progress discipline subject to the grievance procedure.

D. Seniority shall not be accumulated during the period of lay off. An employee, if RIF'd by the district and is recalled within the year, shall be entitled to their unused sick leave and seniority which was accumulated at time of RIF.

E. Thirty (30) days notice of lay off shall be given to appointed employees involved, except where the appointed employee with least seniority is displaced under Article X, Section C hereof.

F. All notices of examinations for job opportunities for Bus Drivers shall be posted in all departmental work locations on the official bulletin board at least thirty (30) days before the closing date for applications. A copy of each such examination notice shall be sent to the Association.

G. Employee Security - After completion of four (4) months of consecutive employment, no employee shall be dismissed or be subject to a reduction in salary except for inefficiency, incapacity, conduct unbecoming an employee or other just cause. This section is not to be construed as tenure.

H. All runs and positions in the unit shall be selected by drivers in accordance with their seniority.

I. Drivers will select runs and positions according to seniority before each school year. Runs shall be posted before the school year begins and selection of runs shall be made at meeting of ALL DRIVERS before the opening of school in August. There shall be a total of nine (9) six (6) run packages paid at the rate of the five (5) run package. Balance of packages shall be set up in five (5) run packages (paid at the rate of five [5] runs), then four (4) runs, three (3) runs, etc. Packages shall be developed by the Transportation Coordinator in order to make the most efficient and effective use of drivers and vehicles available. Run packages to High Point and Palsy Center shall be compensated at the rate of four (4) run packages.

J. Trips and unassigned athletic runs shall be handled on a rotating basis beginning with the most

salary deducted from his pay. These funds shall be paid to the employee or his estate on the final pay day in June.

3. Exceptions - When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

4. Longevity shall be fully implemented as of the date of this Agreement and shall accrue only for full contract years of employment.

(Note 1: Longevity pay shall be frozen at the 1982-1983 school year level for the duration of this Agreement.)

Note 2: Individuals employed subsequent to August 31, 1983 will not accrue longevity.)

ARTICLE XII
SALARY GUIDE - EXHIBIT I

1985 - 1986

The salary guide shall be based on a maximum of five (5) runs.

<u>Step</u>	<u>5 Runs</u>	<u>4 Runs</u>	<u>3 Runs</u>	<u>2 Runs</u>	<u>1 Run</u>
0	\$ 6,970	\$ 5,576	\$ 4,182	\$ 2,788	\$ 1,394
1	7,388	5,911	4,433	2,955	1,478
2	7,812	6,250	4,687	3,125	1,562
3	8,242	6,593	4,945	3,297	1,648
4	8,660	6,928	5,196	3,464	1,732
5	9,084	7,267	5,451	3,634	1,817
6	9,646	7,717	5,788	3,858	1,929
7	10,213	8,170	6,128	4,085	2,043
8	10,775	8,620	6,465	4,310	2,155
9	11,480	9,184	6,888	4,592	2,296
10	12,185	9,748	7,311	4,874	2,437
11	13,001	10,401	7,801	5,200	2,600

Longevity Pay - additional \$200.00 at the completion of
3rd, 6th, 9th, 12th and 15th
consecutive district service.

Note: Longevity pay shall be frozen at the 1982-1983 school year level for the duration of this Agreement.

SALARY GUIDE - EXHIBIT II *
1985 - 1986

<u>Step</u>	<u>Rate/Run</u>
0	\$ 8.00
1	8.25
2	8.75
3	8.82

* Note 1: This Guide is for people employed subsequent to August 31, 1983.

* Note 2: There is no longevity attached to this Guide.

* Note 3: 1986-1987 Guide (Exhibit II) - Step 3 will be the "hourly" rate approved by the State of New Jersey, Department of Education. Steps 2 to 0 will maintain the same differential as exists in the 1985-86 Guide.

ARTICLE XII
SALARY GUIDE - EXHIBIT I

1986 - 1987

The salary guide shall be based on a maximum of five (5) runs.

<u>Step</u>	<u>5 Runs</u>	<u>4 Runs</u>	<u>3 Runs</u>	<u>2 Runs</u>	<u>1 Run</u>
0	\$ 6,970	\$ 5,576	\$ 4,182	\$ 2,788	\$ 1,394
1	7,388	5,911	4,433	2,955	1,478
2	7,831	6,266	4,699	3,132	1,567
3	8,281	6,625	4,968	3,313	1,656
4	8,737	6,989	5,242	3,495	1,747
5	9,180	7,344	5,508	3,672	1,836
6	9,629	7,703	5,778	3,852	1,926
7	10,225	8,180	6,135	4,089	2,045
8	10,826	8,660	6,496	4,330	2,166
9	11,422	9,137	6,853	4,569	2,284
10	12,169	9,735	7,301	4,868	2,434
11	12,916	10,333	7,750	5,166	2,583
12	13,781	11,025	8,269	5,512	2,756

Longevity Pay - additional \$200.00 at the completion of
3rd, 6th, 9th, 12th and 15th
consecutive district service.

Note: Longevity pay shall be frozen at the 1982-1983 school year level for the duration of this Agreement.

SALARY GUIDE - EXHIBIT II *
1986 - 1987

<u>Step</u>	<u>Rate/Run</u>
0	
1	
2	
3	

* Note 1: This Guide is for people employed subsequent to August 31, 1983.

* Note 2: There is no longevity attached to this Guide.

* Note 3: 1986-1987 Guide (Exhibit II) - Step 3 will be the "hourly" rate approved by the State of New Jersey, Department of Education. Steps 2 to 0 will maintain the same differential as exists in the 1985-1986 Guide.

ARTICLE XIII
EMPLOYEE EQUIPMENT

All employees shall be provided with the appropriate equipment:

1. Broom
2. De-icer
3. Squeegee and sponge combination
4. Window cleaner
5. Scrub brush
6. Sponge
7. Soap
8. Waste basket
9. GUIDE FOR SCHOOL BUS DRIVERS - Furnished by the Bus Coordinator's office, to which each and every driver shall refer, review and familiarise themselves at the beginning of their employment and throughout their employment.
10. Reasonable advances shall be given for expenses to be incurred on trips.

ARTICLE XIV
SICK LEAVE

A. 1. Effective September 1, 1977, Bus Drivers shall be allowed a maximum of ten (10) days each year for leave because of personal illness. The unused days of sick leave each year shall be cumulative.

2. Sick leave shall be defined in accordance with applicable sections of N.J.S.A. Title 18A.

3. Pro rata subtraction from sick leave shall occur in accordance with the amount of time actually absent from work.

B. Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave once each year no later than September 30th of each school year.

C. Sick Leave/Retirement

Employees covered under this contract shall be eligible for retirement credit for unused sick days, contingent upon the following conditions:

1. Said employee must have at least ten (10) consecutive years of service with the district.

2. Said employee must give written notice to the Superintendent of Schools of his request for retirement, setting forth the requested date of retirement and his claim for credit for unused sick days. Said written notice must be received no later than October 31st preceding the June retiring date.

3. The effective date for written notice may be waived in case of an emergency, with approval of the Superintendent of Schools and at the sole discretion of the Board of Education.

4. Said employee's compensation shall be based on one-half (1/2) of the sick day's pay at the time of retirement and for every accumulated unused sick day in excess of forty-five (45) days.

ARTICLE XV TEMPORARY LEAVES OF ABSENCES

A. Types of Leave

As of the beginning of the school year, employees shall be entitled to the following temporary non-accumulative leaves of absences with full pay each school year.

1. Personal Business

a. Three (3) days shall be allowed each year for personal business that cannot be conducted outside of school hours. Personal days shall be approved in advance by the Superintendent. Personal business shall include observance of religious holidays, court subpoena, marriage in the immediate family, personal business that can only be conducted during school hours or emergencies not included in the above.

b. No more than three (3) drivers will be permitted personal day leave on any given day. Priority will be based on date of submission of request and approval.

c. Any unused personal days will be converted to one (1) sick leave day and added to the driver's accumulated sick leave at the beginning of the next contract year.

2. Death - Up to five (5) days at any one time in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents and any other member of the immediate household.

3. Military - Time necessary for persons called into temporary active duty of any unit of the

2. Any employee granted maternity leave without pay according to the provision of this section may at her discretion select to substitute all or any part of her accumulated sick leave in lieu therefore and receive full-time pay and benefits for the same.

3. Any employee granted maternity leave shall at her request be restored to the similar position vacated at the commencement of said leave.

4. No employee shall be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse between childbirth and the desired date of return.

5. The Board shall not remove any employee from her duties during pregnancy unless the employee cannot produce a certificate from her physician that she is medically and physically able to continue.

6. The Board shall not discriminate against any person in violation of N.J.S.A. 10, 5-1 et seq, The Law Against Discrimination nor in violation of the Constitutions of the State of New Jersey and of the United States.

D. Extended Leaves of Absence - Adoption

Any employee adopting an infant child shall receive similar leave which shall commence upon her receiving de facto custody of said child, or earlier if necessary to fulfill the requirements for the adoption. No employee on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute as a driver in the Central Regional School District.

E. Extensions and Renewals

All extensions or renewals of leaves shall be applied for and granted or rejected in writing.

ARTICLE XVII

PROTECTION OF EMPLOYEES

A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

B. An employee may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening

ARTICLE XVIII
INSURANCE PROTECTION

A. Hospitalization

The Board of Education shall provide participation in the Hospital Service Plan of New Jersey for full family coverage (Extended Coverage for dependents until age 23) including Blue Cross-Blue Shield, Rider J Major Medical at the UCR Series, Optical, Blue Cross Prescription Plan - \$2.00 Co-Pay, and Dental with Orthodontics.

B. Nothing contained herein shall be construed to deny or restrict the Board in making sole determination of the carrier(s) provided it can demonstrate to the Association that any change in carrier(s) results in no reduction in benefits and services.

C. Bus Drivers Association shall participate in the district's Health Care Committee.

ARTICLE XIX
DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees dues for the Central Regional Bus Drivers Association, Inc., the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 New Jersey Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to the Treasurer of the Central Regional Bus Drivers Association, Inc., by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer designated shall disburse such monies to the appropriate Association or Associations.

B. 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 any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter.

D. For the duration of this Agreement the Association recognizes that it should not call, sanction, or engage in any strike, slowdown or stoppage of work; and the Board agrees that it shall not cause or engage in any lockout.

ARTICLE XXII
DURATION OF AGREEMENT

A. Duration Period - This Agreement shall be effective as of July 1, 1985 and shall continue in effect until June 30, 1987 subject to the Association's right to negotiate over 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.

TRANSPORTATION DEPARTMENT
SENIORITY LIST

1985-1986

Bobbi Owen
George R. McKelvey
Ernest Wilber
Alfred Lasner
Mary Nicolaro
Mary Albert
Florence Drumright
Guido Mazzanti
Elizabeth Biggers
Jean Stucy
Isabelle Kozak
Dorothy Carbone
Rosemarie Keslink

Anna Applegate
Loyal Applegate
Nancy Lovering
Lucy Pole
Robert Nelson
Patricia Lonieski-L/A - 1985/86
Emma Fischer-L/A 1985/86
Barbara Smith
Patricia Sperber
Carl Sundberg
Janice Ricotta
Catherine Marcello
Lillian Britton