

41-2-24

12-21

AGREEMENT

between

THE SOUTH BRUNSWICK BOARD OF EDUCATION

and

THE SOUTH BRUNSWICK BUS DRIVERS ASSOCIATION, N.J.E.A.

1988 - 1990

x July 1, 1988 - June 30, 1990

ARTICLE I

RECOGNITION

- A. The South Brunswick Board of Education ("Board") recognizes the South Brunswick Bus Drivers Association, N.J.E.A. ("Asssocation") as the exclusive majority representative for the following bargaining unit:

Bus Drivers

Van Drivers

Excluded from the unit are all substitute bus/van drivers and all other professional, non-professional, supervisory and managerial employees including clerical and remaining support staff employees.

- B. Unless otherwise indicated, the term "employees" used in this Agreement shall refer to all bargaining unit positions defined in paragraph A. above.

ARTICLE II

NEGOTIATION PROCEDURES

- A. The Board and the Association agree to commence negotiations on a successor agreement under the timelines set forth in Chapter 123 of the Public Laws of 1974.

- B. 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

RIGHTS OF THE BOARD

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and, according to provisions of State Law, retains the right subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:
1. to hire, promote, transfer, assign and retain employees in positions within the school district and to suspend, demote, discharge or take other disciplinary action against employees;
 2. to abolish any such position for reasons of economy or because of an alteration in transportation needs or of change in administrative or supervisory organization of the district or for other good cause;
 3. to maintain the efficiency of the school district operations entrusted to them;
 4. to determine the means by which such operations are to be conducted; and
 5. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- B. It is understood by the parties that, under the rulings of the courts of New Jersey, the Board of Education is forbidden to waive any rights or powers granted to it by law.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests, from time to time, available information in the public domain.
- B. The Board agrees to provide information to the Association in response to reasonable requests when such information is necessary for the Association to carry out its obligations to negotiate on behalf of employees or investigate and process grievances.
- C. Whenever any representative of the Association is required by the Superintendent to participate during working hours in negotiations, grievance proceedings, grievance conferences or grievance meetings, he/she shall suffer no loss of pay.
- D. The Association and its representatives may be permitted to use school buildings, at reasonable hours, for meetings upon prior notice and approval by the principal of the school in question.
- E. The Association and its representatives may be permitted to use school facilities and office equipment upon prior notice and approval by the building principal, at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof;
- F. The Associated may be permitted the reasonable use of the inter-school mail facilities and school mail boxes.

TABLE OF CONTENTS

<u>ARTICLE NO.</u>		<u>PAGE</u>
I	Recognition.....	1
II	Negotiation Procedures.....	2
III	Rights of the Board.....	3
IV	Association Rights & Privileges.....	4
V	Grievance Procedure.....	6
VI	Salary.....	11
VII	Work Year and Work Week.....	12
VIII	Long Term Leaves of Absence.....	13
IX	Short-Term Leaves of Absence.....	15
X	Health Insurance.....	17
XI	Miscellaneous.....	18
XII	Protection of Employees.....	21
XIII	Agency Fee.....	22
XIV	Duration.....	26

ARTICLE IV
ASSOCIATION RIGHTS AND PRIVILEGES (cont)

- G. In the event that a driver is required to confer with the Board, or a committee of the Board, concerning any matter that could affect the continuation of the driver in his/her position or employment, or could affect his/her terms and conditions of employment, then the driver shall be given prior written notice stating the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him/her during such a meeting.

ARTICLE V

GRIEVANCE PROCEDURE

- A. 1) A "grievance" is a claim by an employee, a group of employees or the Association that there has been a violation of this Agreement. The employee, group of employees or the Association who files a grievance is known as the "grievant."
- 2) The Association shall be notified in advance of all grievance meetings which involve an employee and may be present at any such meeting.

B. **Time Limits**

Failure by the Board or its representatives at any step of this procedure to communicate a decision on a grievance within the specified time limit shall permit the grievant to proceed to the next step of the procedure. Failure by the grievant at any step of this procedure to appeal a grievance to the next step of the procedure within time limits shall constitute acceptance of the decision rendered at that step. The time limits specified may be extended by mutual, written agreement of the grievant and the relevant supervisor (or the Board, if at the Board level).

- C. During and notwithstanding the pendency of any grievance, the grievant and all other employees shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance shall be fully determined.

ARTICLE V

GRIEVANCE PROCEDURE (cont.)

D. If the event giving rise to the grievance was initiated at a level above the Transportation Coordinator, the grievance may be initially filed at a higher level. The initial timeline on the filing of a written grievance set forth in E. 2. below shall be the time line for filing under this section.

E. Procedural Steps

1. Level One

A grievant shall first discuss the problem with the Transportation Coordinator. The grievant shall state at the outset that he/she is initiating Level One of this procedure.

2. Level Two

If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant, he/she may set forth his/her grievance in writing to the Transportation Coordinator within fifteen (15) days of the event giving rise to the grievance. The written grievance shall specify:

- a) The specific provision(s) of the Agreement alleged to have been violated;
- b) The nature and extent of the injury or loss;
- c) The date or dates on which discussion occurred under Level One or, if the grievant seeks to file the grievance at any step but Level One under the terms of D. above, why the grievance is being initiated at a higher step;

ARTICLE V

GRIEVANCE PROCEDURE (cont)

E. Procedural Steps

2. Level Two

- d) The results of the discussion(s) at Level One;
- e) The remedy sought.

The Transportation Coordinator shall communicate his/her decision to the grievant in writing within five (5) working days of receipt of the written grievance.

3. Level Three

The grievant may appeal the decision of the Transportation Coordinator to the Director of Buildings, Grounds and Transportation within five (5) working days of the Transportation Coordinator's response. The written appeal shall conform to 2.a. through e. above.

The Director of Buildings, Grounds and Transportation shall communicate his/her decision to the grievant in writing within five (5) working days upon receipt of the written grievance.

4. Level Four

The grievant may appeal the decision of the Director of Buildings, Grounds and Transportation to the Superintendent of Schools within five (5) working days of the Director of Buildings, Grounds and Transportation's response. The written appeal shall conform to 2.a. through e. above. The Superintendent shall communicate his/her decision to the grievant in writing within five (5) working days of receipt of the written grievance.

ARTICLE V

GRIEVANCE PROCEDURE (cont.)

E. Procedural Steps

5. Level Five

The grievant may appeal the decision of the Superintendent to the Board within five (5) working days of the Superintendent's response. The written appeal shall conform to 2.a. through e. above.

The Board shall review the grievance and, at its option, meet with the grievant, and render a decision in writing within thirty (30) days of receipt of the written grievance.

6. Level Six

The Association may appeal the decision of the Board to arbitration within ten (10) working days of the Board's response.

- a) The parties agree to be bound by the Rules of Arbitration of the American Arbitration Association.
- b) The selected arbitrator shall hold a hearing and issue his/her decision not later than thirty (30) days from the close of the hearing or from the date of the last submitted written brief, if any.
- c) The arbitrator shall limit himself/herself to the issues submitted by the parties and shall consider nothing else. The arbitrator shall be without power to add to or subtract from the Agreement.

ARTICLE V

GRIEVANCE PROCEDURE (cont.)

E. Procedural Steps

- d) The decision of the arbitrator shall be in writing and set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding on the parties.
- e) The arbitrator's fee shall be shared equally by the Board and the Association.

- F. 1. The Association agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part from the full, faithful, and proper performance of the employment), work stoppage, slowdown, walkout, or other action against the school district. The Association agrees that such action would constitute a material breach of this Agreement. The Association further agrees during the term of this Agreement that it will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Board
2. The School Board agrees that during the term of this Agreement neither the Board or any of its agents will cause, authorize, or support the locking out of any employee in this bargaining unit.

ARTICLE VI

SALARY SCHEDULE

1988-1989 AND 1989-1990 SCHOOL YEAR

<u>STEP</u>	<u>1987-1988</u>	<u>1988-1989</u>	<u>1989-1990</u>
1	7.35	7.70	8.00
2	7.52	7.94	8.24
3	7.67	8.12	8.50
4	7.77	8.28	8.69
5	8.02	8.39	8.98
6	8.17	8.66	9.27
7	8.47	8.82	9.44
8	8.72	9.15	9.79
9	8.97	9.42	10.08
10	9.22	9.69	10.37
11	9.37	9.96	10.66
12	9.67	10.44	11.17

- A. Placement of employees hired after the date of ratification and during succeeding contract years shall be at the point agreed to between the Board and the new employee.
- B. 1. There shall be no partial steps.
2. Drivers who begin prior to December 31st, shall receive a full step increment on the first day of the next work year.
3. Drivers who begin after December 31st, shall remain on the same step the next work year.

ARTICLE VI - SALARY SCHEDULE (cont.)

- C. In addition to the appropriate salary contained in the attached guides, an employee shall receive \$.20 (20 cents) per hour differential for possession of a valid National Safety Council "defensive driving" certificate.
- D. Longevity adjustment of twenty cents (.20) per hour shall commence on the September 1st following the completion of 10 years of employment in a unit position.

ARTICLE VII

WORK YEAR AND WORK WEEK

- A. 1. The minimum work year for transportation personnel employed on a ten-month basis, shall be 180 days except for new drivers, who may be required to attend additional orientation days. The above provision does not cover "out-of-district" drivers whose work year may differ from "in-district" drivers.
- 2. The work year shall include days when schools are in session, orientation days, and other days when the attendance of transportation personnel is required.
- B. The regular work week shall be Monday through Friday with the exception of school recesses and school holidays.

ARTICLE VIII

LONG TERM LEAVES OF ABSENCE

A. Child-rearing Leave

1. In the case of the birth of a child, any employee who has been employed for three (3) continuous years, shall have the right to apply for a leave without pay for child-rearing purposes.
2. Application for child-rearing leave shall be made by the employee to the Superintendent at least three (3) months prior to the anticipated birth of the child.
3. Child-rearing leave shall be granted to employees who have been employed for three (3) continuous years for the balance of the work year (concluding <June 30) in which the child is born and for one (1) additional work year. The eligible employee shall state whether he or she desires a leave solely for the balance of the work year in which the child is born or for an additional work year.
4. Any employee adopting a child shall be granted a child-rearing leave in conformity with the provisions of A.3. which shall commence upon the date such employee obtains custody of the child. Since such date of custody cannot be predicted in all cases, notices shall be given to the Superintendent at least sixty (6) days prior to the anticipated date of custody if possible, and if not, as soon as practicable.

ARTICLE VIII-LONG TERM LEAVES OF ABSENCE (cont.)

A. Child-rearing Leave (cont.)

5. Nothing herein shall prevent the employee and the Board from agreeing that an employee may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board and is not medically contra-indicated. Denial of a request for earlier return shall not be arbitrable under Article V.
6. Upon return from a child-rearing leave all benefits to which the employee was entitled at the time of the commencement of leave, including unused accumulated sick leave, shall be restored. This provision does not extend to reinstatement of the percentage level under dental insurance. An employee returning from this leave shall receive dental insurance based upon the rules of the carrier.
7. The Board of Education shall pay the cost of medical insurance under the terms of Article X, A. for each employee on leave under the above provisions for three (3) months following the start of the leave or one (1) month following the birth, whichever occurs first.

ARTICLE IX

SHORT-TERM LEAVES OF ABSENCE

- A.
 - 1. Employees who work twenty (20) or more hours per week shall be entitled to one (1) personal day per year.
 - 2. One (1) unused personal day annually shall be converted to accumulated sick leave.
 - 3. An employee requesting personal leave shall inform the supervisor at least twenty-four (24) hours before the day in question.
 - 4. There shall be a one (1) employee limit per workday on personal leave under the provisions of this article.
 - 5. Employees may not use a personal day to extend a school recess or school holiday.
- B. Employees called for jury duty shall be paid at their regular rate less compensated fees for jury duty.
- C.
 - 1. Three (3) days of absence with pay shall be granted upon request when death occurs in the immediate family. Immediate family is defined to include husband, wife, father, mother, son, daughter, brother, grandchildren, sister, husband's parents and grandparents and wife's parents and grandparents.
 - 2. Two (2) additional days of absence with pay may be granted under the terms of C. 1, upon approval by the Superintendent for unusual and extenuating circumstances.
 - 3. One (1) day's leave of absence with pay may be granted upon approval of the Superintendent or his designee to attend the funeral of a close relative or a close friend.

ARTICLE IX-SHORT-TERM LEAVES OF ABSENCE (cont.)

- D. An employee shall be entitled to time necessary for appearances in any legal proceedings connected with the employee's employment or with the school system, except in those cases where the employee is a defendant and the school board is a plaintiff and cases where the employee is a plaintiff and the school board is a defendant.
- E. Other leaves of absence may be granted upon the recommendation of the Superintendent.

ARTICLE X

HEALTH INSURANCE

- A. Blue Cross/Blue Shield Health Insurance through State Health Benefits Plan. HMO contribution by the Board at the relevant rate (single, parent/child, husband/wife or family). HMO contribution shall not exceed the contribution for relevant insurance for employees covered by the State Health Benefits Plan.
- B. New Jersey Dental Service Plan for employee only with a twenty-five dollar deductible.
- C. Blue Cross/Blue Shield Pharmacy Plan.
- D. Employees shall be eligible for coverage pursuant to the rules of the carrier.
- E. Insurance Option
Effective July 1, 1988, an employee with duplicate husband/wife or family health insurance under 10.A may voluntarily waive insurance. Any employee waiving insurance shall receive an incentive payment as outlined in the incentive plan proposed in April 22, 1985. Copies of this plan are available to all employees.

ARTICLE XI

MISCELLANEOUS

A. Overtime

1. The Board agrees to pay overtime authorized by the transportation coordinator as follows:

at time and one-half for hours worked beyond forty (40) hours per week. A week is defined as the period between Monday and through Sunday.

2. Work performed by an employee on Sundays shall be paid at time and one-half.
3. Work performed on major holidays shall be paid at two times the regular rate of pay. Major holidays are Labor Day, Thanksgiving, Christmas Day, New Year's Day, Memorial Day, Fourth of July and Good Friday.
4. For the purposes of determining overtime, the following shall count as regular hours worked: paid sick leave days, paid personal days, and other approved paid leaves of absence.
5. There shall be no pyramiding of overtime benefits under the terms of this Contract.

B. Call Time

1. Any ten-month employee called to work during summer months, shall be paid an hourly rate equivalent to the current contract (i.e., to be paid according to the salary guide effective July 1 of the same year).

ARTICLE XI-MISCELLANEOUS (cont.)

C. Cancellations and Postponements

1. If a field trip has been scheduled on other than a regular workday, and the employee has been notified of the cancellation prior to arrival at the central office, there shall be no compensation. If the employee is notified after arrival at the central office, he/she shall receive one (1) hour's pay. If the employee is notified after arrival at the school from which the field trip commences, he/she shall receive two (2) hours pay.
2. If a field trip is postponed halfway through because of inclement weather and rescheduled, the driver who was on the trip will have first chance of taking that rescheduled trip.
3. Whenever any regularly assigned run is shortened or cancelled on a daily basis, driver's will be paid for their regularly scheduled time provided that they remain at work and are available for work as needed.

D. Unscheduled Runs

1. A minimum of one-half (1/2) hour pay for each one-half (1/2) hour portion thereof, shall be paid for unscheduled runs, i.e., special children who are not picked up on another run, an inspection, trips to a garage, etc. For the purposes of this language connected unscheduled runs on the same day are a single run.

E. Notification of Assignments on Holidays and Weekends

1. The Board of Education will provide written information concerning assignments on holidays and weekends on the bulletin board at least one (1) week before the work, when possible.

ARTICLE XI-MISCELLANEOUS

- F. An effort will be made to have buses started fifteen (15) minutes before the starting time of a run and kept running when night time temperature falls below forty (40) degrees fahrenheit.
- G. Work hours shall include one-quarter (1/4) hour clean-up per day. There shall be one clean-up per day per employee unless otherwise authorized by supervisory personnel.
- H. The Administration shall notify parents at the beginning of each school year that under normal conditions, drivers shall not be authorized to change established stops.
- I. Employees who are requested to attend an in-service or participate in any other type of training at a time beyond the normal workweek and beyond the minimum one hundred eighty (180) days listed in the Agreement shall be compensated at their regular hourly rate unless they are eligible for overtime under the provisions of Article 11. A.
- J. Trip sheets shall include all authorized stops, except in case of emergency, any additional stops must be approved via radio by Coordinator or designee.
- K. All New York City trips shall have two (2) drivers assigned to each bus.

ARTICLE XII
PROTECTION OF EMPLOYEES

- A. The Board of Education shall carry insurance policies to provide Workers Compensation for any employee who is injured while in performance of his/her duties.
- B. In the event of litigation, civil or criminal, the Board will extend to its employees all of the protections afforded by the statutes of the State of New Jersey in effect for these employees.

ARTICLE XIII

AGENCY FEE

A. Purpose of Fee

If an 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, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as a majority representative.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will 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 to be paid by nonmembers will be determined by the Association in accordance with the law.

ARTICLE XIII- AGENCY FEE (cont.)

B. Amount of Fee

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to eighty-five (85%) percent of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees in accordance with paragraph 2. below, the full amount of the representation fee and promptly will transmit so deducted to the Association.

ARTICLE XIII-AGENCY FEE (cont.)

C. Deduction and Transmission of Fee (cont.)

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. ten (10) days after receipt of the aforesaid list by the Board; or
- b. thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a nonbargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an employee who is required to pay a representation fee terminated his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

ARTICLE XIII-AGENCY FEE (cont.)

C. Deduction and Transmission of Fee

4. Mechanics

Except as otherwise provided in the Article the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1. above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

6. Seniority

In the event of reduction in force the last driver shall be the first driver reduced and the first driver hired shall be the last reduced.

D. If any provisions of this agreement or any applications 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 XIV

DURATION

- A. This Agreement shall take effect July 1, 1988 and shall continue in full force and effect through June 30, 1990. 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.
- B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all on the day and year written below:

SOUTH BRUNSWICK BOARD OF
EDUCATION:

Terrence J. Ladimer
President

Frank Brennan
Secretary

Date 10/24/88

SOUTH BRUNSWICK BUS DRIVERS
ASSOCIATION, N.J.E.A.

Frances Birch
President

Christina Kapacki
Secretary

Date 10/17/88

