

**A G R E E M E N T**

between

MATAWAN-ABERDEEN REGIONAL BOARD OF EDUCATION

and

MATAWAN REGIONAL TEACHERS ASSOCIATION

(Bus Drivers)

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JULY 1, 1983 through JUNE 30, 1986

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**PREAMBLE**

This Agreement made and entered into this 8th day of September, 1983, between the MATAWAN-ABERDEEN REGIONAL BOARD OF EDUCATION, hereinafter referred to as the "Board", and the MATAWAN REGIONAL TEACHERS ASSOCIATION, a labor organization hereinafter referred to as the "Association."

**WITNESSETH:**

WHEREAS, the Association has presented proof that it represents a substantial majority of a unit composed of school bus drivers,

AND

WHEREAS, the Board, by virtue thereof, has recognized the said Association as the sole and exclusive bargaining agent for all school bus driver employees of the Board;

AND

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of all school bus driver employees of the Board with respect to the terms and conditions of employment,

NOW, THEREFORE, it is mutually agreed between the parties, as follows:

**ARTICLE I**

**RECOGNITION**

**A. Representation**

The Board hereby recognizes the Association as the sole and exclusive representative for collective negotiation concerning the terms and conditions of employment herein provided for all school bus driver employees now employed or to be employed by the Board.

**B. Bargaining Unit**

The bargaining unit shall consist of all school bus driver employees of the Board. All other employees of the Board are excluded from the collective bargaining unit.

**C. Definition**

Wherever used herein, the term "employee" shall mean and be construed only as referring to a school bus driver employee of the Board.

**ARTICLE II**

**MANAGEMENT RIGHTS CLAUSE**

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right:

1. To executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while said employees are engaged in the performance of their duties.

2. To hire all employees and, subject to the provisions of law,

**ARTICLE II - MANAGEMENT RIGHTS CLAUSE (Continued)**

to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees, to relieve employees from duty because of lack of work, or other legitimate reasons. Where the Board has adopted procedures in the above areas, the Board will follow said procedures.

3. To decide upon the means and methods of operations, the selection of materials and equipment.

4. To determine work schedules, the hours of work, and the duties, responsibilities and assignments of employees with respect thereto, subject to this Agreement.

5. To take whatever actions may be reasonably necessary to carry out the mission of the school district in situations of emergency.

6. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the Constitution and Laws of the United States.

**ARTICLE III**

**UNION SECURITY**

A. The Board agrees it will give effect to the following form of Union Security.

1. It is agreed that at the time of hiring, the Board will inform newly hired employees who fall within the bargaining unit, that they may join the Association thirty one (31) days thereafter.

## **ARTICLE IV**

### **CHECK-OFF**

A. The Board hereby agrees to deduct from the wages of employees who are members of the Association, by means of check-off, the dues uniformly required by the labor organization pursuant to the provisions of N.J.S. 52:14-15.9e and to transmit same to Association. The Board, after receipt of written authorization from such individual employee, agrees to deduct from the salaries of said employees, their monthly dues. Such deductions shall be made from the first salary paid to each employee during the month.

B. In making the deductions and transmittals as above specified, the Board shall rely upon the most recent communication from the Association as to the amount of the dues. The total amount deducted shall be paid to the local Association within ten (10) days after such deduction is made.

C. The Board agrees to forward to the Association, the full name and address or application obtained from the shop steward for all new employees who become eligible for membership. The Board further agrees to notify the Association when unit employees are discharged, granted leaves of absence, are absent due to illness or injury, on vacation, or leave the employ of the Board for any reason whatsoever when submitting the dues deduction list to the Association office each month.

## **ARTICLE V**

### **PROBATIONARY PERIOD**

A. The first thirty (30) days of employment for all new employees will be considered a probationary period for purposes of this Agreement. The Board, through its representatives, may request of the Association an extension of the probationary period for an additional thirty (30) days where the Board

**ARTICLE V - PROBATIONARY PERIOD (Continued)**

believes the thirty (30) day probationary period is insufficient. In all cases where this request is reasonably justified, the same will be granted.

B. During the aforementioned probationary period, the Board may discharge such employee for any reason whatsoever. An employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Board shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

**ARTICLE VI**

**SENIORITY**

A. The Board shall establish and maintain a seniority list of employees' names and dates of employment from date of last hire on a system-wide job classification basis, with the employee with the longest length of continuous and uninterrupted system-wide service to be placed at the top of said seniority list. The name of all employees with shorter length of continuous service shall follow the name of such senior employee in order until the name of the employee with the shortest length of service appears at the foot of the list.

The seniority of each employee shall date from the employee's date of last hiring with the Board.

B. New employees retained beyond the probationary period shall be considered regular employees and their length of service with the Board shall begin with the original date of their employment and their names placed on the "seniority list." Such seniority list shall be kept up to date with additions and subtractions as required.

**ARTICLE VI - SENIORITY (Continued)**

C. Employee's seniority shall be deemed lost for the following reasons:

1. Justifiable discharge.
2. Resignation.
3. Layoff for a period of one (1) year.
4. Failure to reply within eight (8) days after an employee is notified by registered letter delivered to last known address by Board on recall of layoff.

D. One (1) shop steward shall be granted top seniority for the purposes of lay-off.

**ARTICLE VII**

**WORK SCHEDULES**

A. The normal work week shall consist of not more than forty (40) hours and shall be comprised of five (5) consecutive days.

B. Any work performed beyond forty (40) hours in any work week shall be considered overtime and compensated for at one and one-half (1-1/2) times the regular hourly rate of pay.

C. It is understood that holiday pay shall be considered as time worked for the purpose of computing overtime.

D. The Board shall notify the employees of any Saturday or Sunday work not later than the end of the shift on Thursday of that week, except for emergencies.

E. In the event an employee reports for work without having been previously notified that there is no work, the employee shall be guaranteed four (4) hours pay at his regular rate of pay. In the event of school closing due to



**ARTICLE VII - WORK SCHEDULES (Continued)**

inclement weather, notification of closing to the lead driver one-half (1/2) hour prior to normal starting time shall constitute proper notification.

F. Overtime shall be distributed as equally as practical among the employees qualified and capable of performing the work available. Overtime work offered but refused by any employee shall be counted as overtime worked for the purpose of determining the equitable distribution of overtime.

G. Hours and days of work shall be established in accordance with the school calendar annually adopted by the Board of Education.

**ARTICLE VIII**

**FORCE REDUCTION**

A. The Board agrees that it will not engage any new employees unless all of the employees presently employed are working.

B. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Board. The employee with the least seniority shall be laid off first and in rehiring, the same principle shall apply; namely, the last employee laid off shall be first to be rehired.

C. The shop steward and the employees involved in such lay-off shall receive seventy-two (72) hours notice prior to any lay-off.

**ARTICLE IX**

**GRIEVANCE PROCEDURE AND ARBITRATION**

**A. DEFINITIONS**

Grievance - A "grievance" shall mean a complaint based upon a wrong believed by an employee in the negotiating unit to have been suffered by him as a result of a violation, misinterpretation, or inequitable application of any provision of this Agreement, or through an act or condition which is contrary to established Board policy or Board and/or administrative practice governing or affecting employees except that the term "grievance" shall not apply to:

- (1) Any rule or regulation of the State Department of Education having the force and effect of law.
- (2) Any rule or regulation of the State Commissioner of Education having the force and effect of law.
- (3) Any matter which, according to law, is beyond the scope of Board authority.
- (4) Any matter which, according to law, is exclusively within the discretion of the Board.

Grievant - Grievant shall mean an employee believing to have been or to be aggrieved.

Employee - An employee shall mean an employee within the negotiating unit.

Immediate Superior - The principal or such person acting as the principal in the latter's absence.

**B. PRINCIPLES**

1. A grievance to be considered under this procedure shall be presented by the grievant or his representative not later than twenty (20) calendar days following its occurrence or the time when he should have known

**ARTICLE IX - GRIEVANCE PROCEDURE AND ARBITRATIONS (Continued)**

about it. The number of days allotted at each step of the grievance procedure is to be considered as a maximum time limit. Every attempt should be made to resolve grievances as quickly as possible. A grievance which occurs near the end of the school year shall be presented on or before June 30th of the school year in which it occurred.

2. A grievant may present and process his grievance personally or through an appropriate representative. Should a grievant want to process his grievance personally or through an appropriate representative of his own choosing, he may do so; however, the majority unit shall be so notified and shall have the right to have its own representative present.

3. No reprisals shall be taken by the Board or Administration against any employee because he utilizes the grievance procedure.

4. Should a grievance result from action taken by the superintendent or the Board, a grievant may present his grievance initially at the third step of the grievance procedure.

5. Forms developed jointly by the Board and the Association will be used for the filing of grievances.

**C. PROCEDURE**

**STEP ONE:**

(a) A grievant may initially discuss the matter identified as a grievance with the immediate superior in an attempt to settle the grievance informally. This is not intended to extend the time limitation as set forth in Section B, sub-section 1.

(b) A grievant shall file his grievance in writing by presenting the written grievance to the immediate superior and forwarding copies

**ARTICLE IX - GRIEVANCE PROCEDURE AND ARBITRATION (Continued)**

to the superintendent and the Matawan Regional Teachers Association.

**STEP TWO:**

(a) The grievant and the immediate superior shall meet in an attempt to resolve the grievance not later than seven (7) calendar days following the date on which it is filed.

(b) The immediate superior shall communicate his decision in writing to the grievant not later than seven (7) calendar days following the hearing. A copy of the decision shall also be forwarded, at the same time, to the superintendent and the Matawan Regional Teachers Association.

**STEP THREE:**

(a) If the grievance has not been resolved at step two of the procedure, the grievant may request a hearing of his grievance by the superintendent or his designated representative. This shall be done not later than seven (7) calendar days following the principal's decision.

(b) The grievant and superintendent or his designated representative shall meet in an attempt to resolve the grievance not later than seven (7) calendar days following the date on which the hearing was requested.

(c) The superintendent or his designated representative shall communicate his decision in writing to the grievant not later than forty five (45) calendar days following the hearing. A copy of the decision shall also be forwarded, at the same time, to the Matawan Regional Teachers Association.

**STEP FOUR:**

(a) In the event the grievant is dissatisfied with the determination of the superintendent aforesaid, and in the further event that the grievance involves the interpretation or application of this contract, the

**ARTICLE IX - GRIEVANCE PROCEDURE AND ARBITRATION (Continued)**

matter may be submitted to binding arbitration. The grievant shall request in writing that the Matawan Regional Teachers Association (MRTA) submit his grievance to arbitration. If the MRTA decides the grievance is meritorious, it may submit the grievance to arbitration. A request for arbitration shall be made in writing no later than fifteen (15) days following the determination of the superintendent. Failure to request arbitration within said period of time shall constitute an absolute bar to such arbitration unless the superintendent and the Matawan Regional Teachers Association shall mutually agree upon a longer time period within which to assert such a demand.

(b) The superintendent may also request arbitration concerning any dispute regarding the interpretation or application of this contract. The time limits applicable to the Association are also applicable to the superintendent.

(c) The arbitrator shall have no power or authority to add to, subtract from, change or modify any of the terms of this Agreement.

(d) Within fourteen (14) calendar days after the MRTA shall have delivered the written request for arbitration, the superintendent and the MRTA shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time period, a request for a list of arbitrators shall be made from the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

(e) The arbitrator so selected shall confer with the superintendent and the MRTA and hold hearings promptly, and he shall issue his

**ARTICLE IX - GRIEVANCE PROCEDURE AND ARBITRATION (Continued)**

decision not later than twenty (20) calendar days from the close of hearings or if oral hearings have been waived, then from the date that the final statements and proof are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue submitted. The decision of the arbitrator shall be submitted to the superintendent and the Association and shall be final and binding on the parties.

(f) The costs for the services of the arbitrator including per diem expenses, if any, and the cost of the hearing room, if any, shall be borne equally. Any other expenses incurred shall be paid by the party incurring such expense.

**ARTICLE X**

**HOLIDAYS**

A. Employees shall be paid for a total of 189 days. In the event that schools are open more than 180 days and employees are required to work more than 180 school days, they shall receive additional compensation for all time worked over 180 school days. Employees who work on any of the following legal holidays shall be paid for such work at one and one-half (1-1/2) times the employees regular rate of pay:

Veterans' Day	New Year's Day	Good Friday
Thanksgiving Day	Lincoln's Birthday	Memorial Day
Christmas Day	Washington's Birthday	Columbus Day

B. The intent of the above schedule is to establish the number of holidays. All holidays must coincide with the school calendar. In the event a listed holiday is in conflict with the school calendar, the listed holiday shall be deleted and a mutually agreed to holiday substituted for the deleted holiday.

## **ARTICLE XI**

### **ABSENCE**

#### **A. Sick Leave**

Ten (10) days sick leave each year shall be granted to all employees and the same shall be cumulative from year to year. Employees on sick leave may be required to furnish a physician's certificate of illness or other proof of illness satisfactory to the Board after the third (3rd) day of absence. However, the Board retains the right to require a doctor's note any time it deems necessary due to suspected abuses of the sick leave provisions or if a pattern of absence is evident. Employees shall be given a written accounting of their accrued sick leave no later than September 15th of each school year.

#### **B. Jury Duty**

An employee who is called and/or serves on jury duty shall be paid the difference between the daily fee allowed by the court and straight time pay for scheduled working time lost.

#### **C. Death in Family**

1. In the event of the death of a spouse, parent, mother-in-law, father-in-law, brother, sister, child, grandchild, or a relative who is a member of the immediate household of the employee, the employee shall be excused without loss of pay from the day of the death to the day of the funeral, inclusive, provided the absence does not exceed five (5) work days.

2. In case of the death of a relative not included in the above section, an employee shall be excused for the day of the funeral without loss of pay. The definition of relative in this section shall include the following: grandfather, grandmother, uncle, aunt, nephew, niece, cousin, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepchild, stepfather, stepmother. If any of the above happen to be members of the immediate household of the employee, the provision allowing five (5) days absence applies.

**ARTICLE XI - ABSENCE (Continued)**

**D. Leave of Absence**

Upon timely application, employees may apply to the Board for a leave of absence without pay for a period not exceeding ninety (90) days without loss of benefits. The reason for such request shall be made known to the Board, and the Board will give reasonable consideration to such application.

**E. Reporting Absence**

An intended absence shall be reported as soon as such intention is known to the employee. Any absence not reported prior to the beginning of the scheduled work day may be considered as an unexcused absence.

**F. Personal Days**

1. Members of the bargaining unit shall enjoy two (2) undesignated personal days per year. They shall suffer no loss of pay and no approval shall be required. These days shall be non-accumulative as personal days.

a. Members of the bargaining unit shall give the superintendent or his designee at least one (1) days's notice. The superintendent or his designee, in his discretion, may waive the notice requirement in the event of an emergency.

b. Any unused undesignated personal days shall be added on to the individual's accumulated sick leave.

**G. Quarantine or Court Order**

An employee absent from school by reason of quarantine by the Board of Health, or in compliance with the requirements of a court subpoena shall not suffer deductions in pay for such absence.

**H. On the Job Injury**

1. Whenever any full time employee of the Matawan-Aberdeen Regional School District is absent from his post of duty as a result of personal



**ARTICLE XI - ABSENCE (Continued)**

injury caused by an accident arising out of and in the course of his employment, such employee shall receive his full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave.

2. Any amount of salary or wages paid or payable to the employee pursuant to this policy shall be reduced by the amount of any workmen's compensation award made for temporary disability. Salary or wage payments provided by the section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34 of the Revised Statute.

**ARTICLE XII**

**RIGHTS AND BENEFITS**

**A. Non-Discrimination**

It is agreed that the parties hereto will not discriminate against any employee because of race, color, creed, religion, nationality, or sex, and further, that no employee shall be discriminated against or interfered with because of Association activities, so long as such activity does not interfere with, or interrupt the normal conduct or maintenance of the school system.

**B. Military Service**

The Board agrees to pay an employee for all reasonable time lost in reporting for a physical examination for military service.

**ARTICLE XIII**

**HEALTH BENEFIT INSURANCE**

A. The Board agrees to provide for each employee and his eligible dependents, full coverage in the New Jersey Public School Employees Health Benefit Plan. This state plan, administered by the Division of Pensions, consists of Blue Cross, Blue Shield, Rider J coverage, plus liberalized benefits and supplementary Major Medical coverage underwritten by the Prudential Insurance Company. The Board agrees to pay the full premium on behalf of the employee and his dependents for the Blue Cross, Blue Shield, Rider J, and Major Medical coverage.

B. Pursuant to state law, all employees are required to participate in the State of New Jersey Public Employees Retirement System.

C. The Board will pay up to the sums noted below per employee per annum for the New Jersey Dental Service Plan (known as the Delta Incentive Plan) family coverage as follows:

- |            |   |          |
|------------|---|----------|
| 1. 1983-84 | - | \$368.64 |
| 2. 1984-85 | - | \$368.64 |
| 3. 1985-86 | - | \$410.00 |

D. The Board of Education will pay up to the sum of \$110.00 per employee per annum for direct prescription reimbursement and/or optical reimbursement for employees and their dependents. The existing prescription plan (N.J. Blue Cross) shall remain in effect until December 31, 1983. Effective January 1, 1984, said plan shall terminate and employees shall have an individual fund of \$110.00 minus the cost of the premium for said prescription plan for the period July 1, 1983 to December 31, 1983. The remainder shall be used for direct prescription reimbursement and/or optical reimbursement.

E. Any employee on an authorized unpaid sick leave of absence shall

**ARTICLE XIII - HEALTH BENEFIT INSURANCE (Continued)**

continue to have his/her health benefits (state health benefits plan, dental and prescription/optical plans) premiums paid for by the Board of Education while on such an authorized sick leave.

**ARTICLE XIV**

**DISCHARGE**

A. There shall be no discharge except for just and sufficient cause, except that a newly engaged employee shall be subject to dismissal for any cause whatsoever prior to the expiration of the probationary period or any extension thereof. The Association shall be notified in writing of the discharge of any employee at the time of such discharge, which notification shall set forth the reason for the discharge.

**ARTICLE XV**

**MISCELLANEOUS PROVISIONS**

A. No employee shall make or be requested to make any agreement or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.

B. The Board shall provide reasonable bulletin board space for the posting of Association notices to its members; said posting to be subject to the approval of the Board Secretary.

C. Employees not included in the bargaining unit shall not be permitted to perform the duties of employees in the aforesaid bargaining unit if bargaining unit employees are available.

D. No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions.

**ARTICLE XV - MISCELLANEOUS PROVISIONS (Continued)**

E. Nothing herein shall be construed to prohibit the Board of Education from using volunteer drivers for those special trips where volunteers are available and the Board chooses to use them.

F. Each bus driver shall receive reimbursement up to fifty (\$50.00) dollars towards the cost of the annual medical examination.

G. Each bus driver shall receive full reimbursement for obtaining a special bus driver's license.

H. Each bus driver will receive a one hundred (\$100.00) dollar United States Government Bond as a safety award in the event such driver has had no accident for three (3) consecutive years.

I. The mileage allowance paid to employees will be as noted below and will be paid in accordance with Board policy:

1. 1983-84 - \$.20 per mile
2. 1984-85 - .21 per mile
3. 1985-86 - .22 per mile

**ARTICLE XVI**

**SEPARABILITY AND SAVINGS CLAUSE**

A. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement; it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

**ARTICLE XVII**

**WAGES**

A. Hourly rates are established in accordance with the following schedule:

	<u>1983-84</u>	<u>1984-85</u>	<u>1985-86</u>
<b>Substitute and Probationary Drivers</b>	\$ 7.45	\$ 8.08	\$ 8.77
<b>Single Rate</b>	8.26	8.96	9.72
<b>Lead Driver</b>	8.99	9.75	10.58

**ARTICLE XVIII**

**TERMINAL LEAVE**

A. Terminal leave shall be granted to all employees in the bargaining unit retiring after ten (10) years of continuous service in the Matawan-Aberdeen Regional School District in an amount equivalent to one (1) month's salary providing that said employees meet the following conditions:

1. That they are members of a New Jersey State Plan that provides a pension based on their school district employment.

2. That they have applied for and received approval for retirement benefits from said plan.

B. The payment for unused sick leave earned in the district shall be granted to all employees retiring after ten (10) years of continuous service in the Matawan-Aberdeen Regional School District in the amount of twenty (\$20.00) dollars per day. Commencing July 1, 1984, the aforementioned daily rate will be increased to twenty five (\$25.00) per day.

**ARTICLE XIX**

**DURATION OF AGREEMENT**

A. This Agreement shall be effective as of July 1, 1983 and shall continue in effect until June 30, 1986.

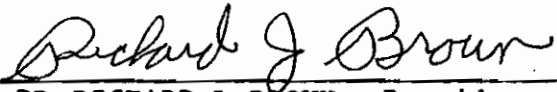
B. The terms of this Agreement are retroactive to July 1, 1983, except as specified otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers as of the day and year first above written.

**MATAWAN-ABERDEEN REGIONAL BOARD OF EDUCATION**

ATTEST:

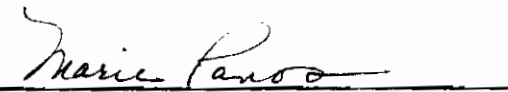
  
\_\_\_\_\_  
BRUCE QUINN, Secretary

By:   
\_\_\_\_\_  
DR. RICHARD J. BROWN, President

**MATAWAN REGIONAL TEACHERS ASSOCIATION**

ATTEST:

  
\_\_\_\_\_  
PATRICIA MATTERN, Secretary

By:   
\_\_\_\_\_  
MARIE PANOS, President