

COLLECTIVE NEGOTIATIONS AGREEMENT
BETWEEN THE
PART-TIME TRANSPORTATION ASSOCIATION
AND THE
TOWNSHIP OF UNION BOARD OF EDUCATION
UNION COUNTY, NEW JERSEY

FOR THE PERIOD
JULY 1, 2006 TO JUNE 30, 2009

Article I - Purpose

1.01 The Board and the Association have entered into this Agreement for the purpose of establishing conditions under which employees, as hereinafter defined, shall be employed to work for the Board and procedures for the presentation and resolution of grievances, and for the purpose of regulating the mutual relations between the Board and said employees with a view to promoting and insuring harmonious relations and cooperation.

Article II Recognition

2.01 The Board recognizes the Association as the exclusive bargaining agent with respect to the terms and conditions of employment for a unit consisting of part time Transportation Personnel. Recognition Clause - all full time employees are specifically excluded from this bargaining unit, The Board recognizes part time personnel which are part time bus drivers/part time transportation assistants and its Association as the exclusive bargaining agent with respect to the terms and conditions of employment for the unit. Excluded from this unit are: Supervisors of Transportation, full time transportation, maintenance, custodial and full time personnel and substitute drivers. Director of Operations and Maintenance and Coordinator of Buildings and Grounds are specifically excluded from this bargaining unit. Each employee of the bargaining unit shall execute an employment agreement in the form prescribed by the School Business Administrator.

Article III Rights and Responsibilities

3.01 In the administration of all matters not specifically covered by the Agreement, Association Members are governed by the provisions of any existing or future laws and regulations including policies set forth in the Board Policy Manual and other Board regulations which may be applicable. The Agreement shall, at all times, be applied subject to such laws, regulations and policies, subject to the provisions of Chapter 303 as supplemented and amended.

3.02 Nothing contained herein shall be construed to deny or restrict to any Association Member such rights as he or she may have under New Jersey Law or other applicable laws and regulations. Nor shall anything herein be construed to deny or restrict from the Board such rights as it may have under New Jersey school law or any other applicable laws and regulations. The rights granted to association members hereunder shall be deemed to be in addition to those provided elsewhere by law.

3.03 *In any emergency situation or circumstances, the Board may take such actions, as it deems appropriate*

3.04 *The Association agrees that, consistent with the law, the Board may make such rules and regulations to carry out its legal obligations and responsibilities not inconsistent with the terms of this Agreement.*

3.05 *The employer will notify the Association in writing of all promotions, demotions, transfers, suspensions and discharges and any formal conferences and hearings.*

3.06 *The employer will notify the Association in writing prior to a layoff.*

Article IV -Grievance Procedure

4.01 *It is recognized that in any organization involving employer - employee relations, misunderstandings and disagreements will occasionally arise wherein both parties, in good faith, are unable to reach a point of resolution of their differences. When such is the case, the complaining employee is entitled to fair and objective review and decision by successively higher levels of employer authority until a point of resolution is reached. In presenting his or her personal grievance, the employee shall be assured freedom from prejudicial action.*

4.02 *The purpose of the grievance procedure is to secure, at the lowest administrative level, solutions to any problem or misunderstanding that may be settled between the parties involved.*

4.03 *For purposes of this Article, the term "Board" or "Employer" is the Board of Education of the Township of Union. The Term "Employee" is any person represented by the bargaining unit.*

4.04 *The employee will carry out all duties, assignments and directives of the Board and the Business Administrator while any grievance is being processed.*

4.05.1 *For the purpose of providing an orderly system for resolving grievances, the following procedure is hereby promulgated:*

4.05.2 *Any employee who has an alleged grievance has the right to pursue its resolve through administrative channels. This process begins with (a) the Supervisor of Transportation; and (b) ends with the Superintendent of Schools, with legal rights to appeal to the P.E.R.C., and finally the courts of competent jurisdiction.*

4.05.3 For all practical purposes the following is designed to show the channel structure of the grievance procedure for the various categories of employees:

Employee - Immediate Supervisor Business Administrator - Superintendent - Courts.*

**The term "Immediate Supervisor" means Supervisor of Transportation.*

4.05.4 The Grievant shall file a written grievance to his/her immediate supervisor with a copy to the Association President. The Grievance must specify the following:

- a. *The date the grievance occurred;*
- b. *The nature of the grievance and the article of the agreement believed to be violated;*
- c. *The remedy of grievance desired. Grievant must file his/her grievance within ten (10) days of the action complained of. The immediate supervisor shall provide the grievant with a written answer to the grievance within ten (10) working days from the date the written grievance was received.*

4.05.5 If a dispute cannot be resolved at the immediate supervisor's level, an appeal to the Business Administrator shall be made within ten (10) work days from the date of the response of the action complained of or the alleged complaint shall be deemed abandoned.

4.05.6 The Business Administrator or designee shall render a decision within ten (10) work days from the date of response after receiving an appeal.

4.05.7 An appeal from the decision of the Business Administrator to the Superintendent of Schools shall be made within ten (10) work days from the date of response after receiving the decision of the Business Administrator. The Superintendent shall respond after 7 days.

4.05.8 An appeal from the decision to the Superintendent of Schools shall then go to the P.E.R.C. and shall be made within seven (7) calendar days after receiving the decision of the Superintendent of Schools.

4.05.9 All grievances, appeals and decisions shall be in writing.

4.05.10 The time limits expressed herein may be extended by written mutual agreement.

4.05.11 *The employee has the legal right to take his or her grievance to any appropriate external agency.*

Article V - Seniority

5.01 *Seniority for the purpose of this Article shall be based upon the employee's most recent continuous length of service with the Board.*

5.02.1 *All employees shall be considered probationary employees for the first four (4) months of their employment. Probationary employees may be disciplined or terminated at any time for any reason whatsoever at the sole discretion of the Board and they shall not be entitled to utilize the provisions of the Grievance Superintendent. Upon completion of such probationary period, their seniority will be dated as of the date of the commencement of their employment. In the event that two (2) employees commence their employment on the same date, their respective seniority shall be determined by the alphabetical order of their last names, and if their last names are the same, then by the alphabetical order of their first names. Reduction in force of employees may be based upon performance evaluations.*

5.03 *An employee's seniority shall cease and his employee status shall terminate for any of the following reasons:*

5.03.1 *Resignation or retirement.*

5.03.2 *Discharge for cause or failure of the board to re-appoint.*

5.03.3 *Continuous layoff for a period exceeding one (1) year.*

5.03.4 *Failure to report to work for a period of two (2) consecutive scheduled working days without notification to the supervisor in charge.*

5.03.5 *Failure to report back to work immediately upon expiration of absences from duty (Article IX), or any renewal thereof unless return to work is excused in advance by the Business Administrator.*

5.03.6 Conviction of an offense for which a sentence of imprisonment in excess of a term of three (3) months is authorized by the New Jersey Criminal Code.

5.03.7 Falsification of sign-in or sign-out record.

5.03.8 Refusal to submit to random drug/ alcohol testing or failure of such tests administered pursuant to Board policy.

5.04 When the Board decides to reduce the number of employees for economy or budgetary reasons, the employee with the least seniority shall be laid off first, subject to this Article. For a period of one (1) year from the date of a layoff, laid off employees shall be offered employment of the Board of Education if said laid off positions are restored to the budget. If these positions are restored to the budget, the laid off individuals shall be offered to be reemployed with the most senior employee being offered reemployment first and the least senior employee being offered reemployment last. Beginning with the date of the layoff and during the one (1) year period following the layoff, the Board of Education shall exhaust the reemployment list prior to hiring others whose names are not on the list.

5.05.1 Vacancies – When a newly created position or other vacancy occurs in a position within the bargaining unit, the vacancy shall be announced by the posting of a notice identifying the position on appropriate bulletin boards for a period of seven (7) calendar days. Interested employees may apply for the vacant position by indicating their interest in writing to the Business Administrator within the time limit specified in the posting. In-house applicants shall be provided an interview.

5.05.2 An employee who is appointed to fill a position shall serve a probationary period of six (6) months in the new post. The probationary period shall not include the summer months. The probationary period for purposes of this paragraph shall relate solely to the performance of the employee in the newly appointed position. In all other respects the employee shall retain all rights accrued under this agreement.

5.05.3 Assignment of extra work hours shall be based upon seniority pursuant to the following: The Board's official seniority list shall be used for these purposes. Assignments, which require work hours over and above the normally assigned workday, shall, to the extent practicable, rotate such that everyone has an opportunity to work extra hours. Extra hour assignments shall be clocked in upon receipt in the transportation office. Effective September 1, 1998 the assignment for extra hours shall begin with the first name on the seniority list and that person shall be offered the first available assignment. Employees shall receive an offer of employment by May 1st of each year and must reply in writing no later than May 31st. A seniority list shall be posted on the Association bulletin board and be updated weekly. Hours worked shall not be posted, only the names and the following denotations:

A = accepted
R = refused
U = unavailable
* = next to receive offer to work

5.05.4 The Board of Education will post annually for pre-k runs (Hours 11 a.m. to 1 p.m. and 1 p.m. to 2 p.m.). Individuals who apply shall be offered pre-k runs on a seniority basis. These assignments shall be assigned on an annual basis. Management to decide who gets what work assignment. This shall become effective beginning with the 04-05 school year.

5.05.5 Paycheck calculation – Pay will be calculated based upon actual hours worked and shall, thereafter, be paid in arrears (after time is actually worked).

Implementation – September 1, 2007

Pay Date: September 15, 2007 – cut off prior

Paycheck Detail – If possible with new computer system, sick days and personal business days shall be reflected on the paycheck stub.

5.06 DEPA Assistants shall be rotated on a fifteen (15) day cycle. Drivers shall remain on a thirty (30) day cycle. Rotation shall be effective on the 15th and the last day of each month from September through June 30th, effective upon ratification.

5.07 Effective summer 2007, all summer work shall be assigned on a seniority basis.

Article VI - Hours of Work

6.01 The normal workweek shall consist of those hours assigned by the Supervisor of Transportation or Business Administrator.

Article VII - Wages/Evaluation

7.01 Base hourly rates of pay shall be increased as follows:

Drivers

Effective 7/1/06	\$.70/hour
Effective 7/1/07	\$.70/hour
Effective 7/1/08	\$.70/hour

Assistants

Effective 7/1/06	\$.45/hour
Effective 7/1/07	\$.45/hour
Effective 7/1/08	\$.50/hour

7.03 Overtime Pay

All hours worked in excess of forty (40) hours in any one week shall be paid at an overtime rate of one and one half (1-1/2) the employee hourly rate. Holidays, vacation days and personal days shall be included in the calculation of the forty (40) hour work week for overtime purposes; however, sick days shall not be included in the calculations for overtime purposes.

Effective April 1, 2007 – part-time drivers shall become part of the overtime rotation for runs that become available, in accordance with the following:

There shall be an overtime rotation list for specific extra work assignments involving sports or field trips.

- (a) The overtime list shall be developed and maintained by the Transportation Supervisor on an annual basis. Employees who sign up for this rotation shall be committed to work when called upon for that year. The annual commitment for this rotation shall be for the school year.
- (b) Drivers that refuse or are unwilling to perform the assigned tasks when called upon shall be removed from the overtime list.

7.04 Call-In Pay

Any employee in this unit who is called in for an emergency shall be paid a minimum of two (2) hours.

Should an employee report for work on normal school day without receiving prior notification of cancellation of an assignment said driver will be compensated at their rate for (2) two hours.

7.05 Drivers called to work for bus evacuation drills or transport children from school to school for school plays or functions shall be paid a minimum of 2 hours.

7.06 Members shall be paid for Jury Duty provided they produce evidence that they requested postponement to an alternate date when school is not in session and said request is denied.

7.07 The Board of Education may hire new employees at any step on the salary guide the Board deems appropriate.

8.05 Employees hired on or before January 31st shall be credited with a full year of service for purposes of receiving salary increases.

Article VIII – Evaluations

8.01 The Supervisor of Transportation and the Business Administrator, or designee shall evaluate the Transportation Personnel.

8.02 All personnel will be evaluated once during the school year.

8.03 A copy of each evaluation report on an employee shall be given to the employee evaluated. The employee shall sign the Board's copy, which is only to acknowledge receipt of the report.

8.04 In individual cases, an employee may be evaluated as many times in a school year, at the discretion of the Business Administrator as may be deemed necessary.

8.05 In determining whether an employee should be offered employment for the next year, the evaluations and all other relevant information may be considered by the Superintendent of Schools and the Board of Education.

Article IX- Absences From Duty

9.01 Sickness

9.01.1 All Association Members employed by the Board of Education shall be eligible for sick leave with full pay for nine (9) school days in any school year. If any Association Member utilizes in any school year fewer than the specified number of days of sick leave allowed with pay, all unused sick days shall be cumulative, to be used for additional sick leave as may be necessary in subsequent years of active services with the Board. Effective July 1, 2006, sick and personal days shall be prorated if someone is hired mid-year.

9.01.2 Sick leave is hereby defined to mean the absence from the assigned post of duty because of personal disability due to illness or injury or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

9.01.3 Absence because of contagious disease (as defined in N.J.S.A. 18A:30-1) contracted through a school source related to employment in the district shall not be charged against accumulated sick days.

9.01.4 Association Members absent for personal illness for more days than they are allowed under this Article shall be subject to a deduction of full day's pay for each day's absence.

9.01.5 A doctor's certificate is required of any member with an absence of three consecutive days. The Business Administrator may request a doctor's certificate at any time if an unusual attendance pattern is apparent.

9.01.6 Employees shall be given a tally of the number of sick days to which they are entitled at the beginning of each school year.

9.02 Death In Immediate Family

9.02.1 In each school year, an Association Member shall be granted upon request up to five- (5) day's absence in seven (7) consecutive days for each death in the immediate family, or because of death in the immediate family of the spouse, without loss of salary. These days shall not be accumulated from year to year. The term "immediate" shall be construed to mean wife, husband, children, parents, brothers, sisters, grandchildren, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and any permanent resident of the employee's household equivalent to a member of the immediate family.

9.03 Personal Days – Two of the three personal days referred to below in Section 9.03.1 may be taken without the need for stating an enumerated reason (Sections 9.03.2 through 9.03.11) provided they are not taken before or after a holiday. Days taken for the reasons stated below in Sections 9.03.2 through 9.03.11 must be approved by the Business Administrator.

9.03.1 All Association Members may be absent up to a total of three (3) personal days in any one school year without loss of salary for the following reasons:

9.03.2 Court proceedings to which the person is a party or where subpoena is served requiring court attendance.

9.03.3 Serious illness of members of the family.

9.03.4 Attendance at funerals of relations other than the immediate family.

9.03.5 Civic or community responsibilities.

9.03.6 Household moving.

9.03.7 Title closing.

9.03.8 Non-court adoption proceedings.

9.03.9 Birth of a child to an employee's spouse.

9.03.10 Any other reason that may be approved by the Business Administrator.

9.03.11 Such absence shall be in addition to the nine (9) days granted for sick leave. Any unused personal days shall be added to the previously accumulative sick leave of the Association Member.

9.04 When absence, under the circumstances described in N.J.S.A. 18A:30-1 (Definition of Sick Leave), exceeds the annual sick leave and the accumulated sick leave, the Board may grant extended paid sick leave, or unpaid sick leave.

9.05 Employee absent because of injury arising out of accident in the course of employment shall be compensated in accordance with the provisions of N.J.S.A. 18:30-2.1.

-11-

9.06 In an individual case, the Board has discretion to act in ways other than stated above. Such discretion may not be the subject matter of a grievance or any other procedure under this Agreement.

9.07 Temporary Sick Leave

9.07.1 Any Association Member who becomes temporarily disabled and who has used all accumulated sick leave may apply to the Board of Education for a leave of absence and may be granted that leave at a mutually agreed upon time continuing to a specific date. A disabled Association Member may be relieved from duties if his or her performance has noticeably declined, or he or she cannot produce a certification from his or her physician that he or she is medically able to continue the normal performance of his/her duties.

9.07.2 In order to receive sick leave pay, the Association Member seeking same must submit a medical certification that is in accordance with N.J.S.A. 18A:30-41 which certificate must specifically state when the disability began and ended. The amount of such pay and duration of sick leave pay shall be fixed by the Board on a case-by-case basis.

9.07.3 In the event that there is any dispute as to whether (a) there is a disabling medical condition; (b) the time such condition began or ended, then the Board shall have the right to require a medical examination and evaluation to determine whether there is or was a disabling condition and when it began and ended. Such examination will be conducted by a physician selected by the Association Member from a panel of at least three (3) physicians named by the Board. The cost, if any, of any examination required by the Board shall be at Board expense.

In the event of a disagreement, as to either (a) the existence of a medical disability, or (b) the time it began or ended, then the Board and the Association Member shall agree upon a third doctor, who shall examine and evaluate the Association Member to determine whether there was a disability and the time it began and ended. The opinion of the third physician shall be binding on the parties.

9.07.4 The date of return may be extended by the Board for an additional reasonable period of time at the Association Member's request for reasons associated with the disability or for other proper cause, but the Board need not extend the leave of absence beyond the end of the contract school year in which the leave was granted. An Association Member may not be barred from returning except for lack of sufficient medical evidence of capability or because of failure to specify a date of return.

9.08 Child Rearing Leave Without Pay

9.08.1 An Association Member may request leave for child rearing purposes for the balance of the school year (ending on June 30) in which the Association Member, or spouse of such Association Member, gives birth to a child.

9.08.2 Such leave must be requested, in writing, addressed to the Business Administrator, at least six (6) weeks before the anticipated birth of the child.

9.08.3 If granted, the child rearing leave may commence on the day after the birth of the child and continue to the end of the school year (June 30) during which the child was born.

9.08.4 An Association Member shall not be granted child-rearing leave beyond the end of the school year in which the child is born.

9.08.5 If granted, child-rearing leave shall be without compensation of any type.

9.08.6 An Association Member adopting a child under five (5) years of age may apply for a child rearing leave commencing upon receiving physical custody of the child.

9.08.7 Such leave must be requested, in writing, addressed to the Business Administrator, with as much advance notice as the Association Member can supply with reasonable certainty, but not less than six (6) weeks to which physical custody of the child will be received.

9.08.8 If granted, the child rearing leave shall commence on the day the Association Member receives physical custody of the child and continue to the end of the school year (June 30) during which physical custody of the child was received.

9.08.9 If granted, child-rearing leave shall be without compensation of any type.

9.08.10 No provisions of this article shall be retroactive prior to the signing of this agreement.

Article X –Fringe Benefits

10.01 Health Benefits

10.01.1 All insurance provided shall be in accordance with the terms of such insurance policies. All eligibility's for insurance shall be in accordance with the terms of the policies issued and the responsibility of the Board shall be no greater than the terms of such policies of insurance, as issued or applied.

After the date of ratification, all new hires shall only be eligible for the Board of Education's Point of Service Health Benefits program or Direct Access program unless they opt to pay the difference between the Direct Access and the Traditional Indemnity plan. This shall not affect anyone presently employed.

10.01.2 For the period of time covered by this Agreement, the Board shall not take any steps to reduce the coverage's provided by the above.

10.01.3 Any financial benefits resulting from a change of carriers shall accrue to the benefit of the Board only and shall not be the subject of negotiations.

10.01.4 Termination of election by an employee shall be effective when the provider of the health or dental benefit re-admits the employee to coverage that were deleted by the employee when written option was made.

10.02 Uniforms – For security reasons and easy identification, all employees shall be required to wear a uniform jacket while on duty. Employees may choose from several jackets in the catalogue provided by the Transportation Supervisor. Jackets shall be part of the \$100 annual allowance. The remainder of the allowance shall be paid to each employee for reimbursement of other appropriate garments upon presentation of receipt to the Transportation Supervisor. Anyone who submitted for reimbursement for the 2006-2007 school year would not be eligible for ordering until next year. All employees shall be expected to be properly attired considering inclement weather and the assigned tasks.

10.03 Payment for Unused Sick Leave.

10.03.1 Employees who have served a minimum of fifteen (15) years of service in the district or who are eligible to retire under P.E.R.S. shall be entitled, two months after resignation for retirement or other purposes, to payment for all accumulated sick leave days that remain unused at the date of resignation. The rate of payment shall be a per diem amount as follows: Drivers \$25.00 and Assistants \$16.00. Existing employees shall not be capped/all new employees after 1/1/95 shall be capped at 150 days. A year of service is defined as September 1st through June 30th, during which sick days were accumulated. Years of leave, or parts thereof, with or without pay, shall not be counted as service time. As of July 1, 2006 sick and personal days shall be prorated if someone is hired mid-year.

10.03.2 If an employee is otherwise qualified for payment under 10.03 but dies or becomes totally disabled as certified by the State Pension Fund, the payment shall also be made with the three-month waiting period being waived. In the event of death, the payment shall be made to the Estate of the deceased employee upon claim being made. The Business Administrator shall notify the next of kin of any benefits to which the deceased was entitled from the Board of Education.

10.04 Reimbursement

10.04.01 The Board of Education shall reimburse employees for mandatory CDL license renewals and fingerprinting expenses.

Article XI – Work Assignments

11.01 Work assignments are not part of this Agreement: however, duties and job descriptions are set forth and annexed hereto for information purposes.

Article XII – Job Descriptions

12.01 Job Description - School Bus drivers

The Union Township Board of Education believes that safety is the most critical element of a sound pupil transportation program and to that end this job description is dedicated.

Since drivers are in daily contact with students, parents and various members of the community, it is important that the public have an image of the school bus driver as one who is neat, courteous, responsible, mature, law abiding and safety conscious.

School bus drivers shall be under the general supervision and direction of the Business Administrator or his/her designee and under the immediate supervision and direction of the Transportation Supervisor.

Most elements of the job description are performed daily and others are performed periodically. Those performed periodically will be indicated by the phrase "as required."

Among the routine duties are the following:

- Inspect the vehicle each day before leaving. Such check should include lights, tires, oil level, engine, fuel level, doors, windows, seats, floor, seat belts and brakes. Put gas and oil in vehicle as needed.

- Clean interior of vehicle as needed during the day and after the last trip of the day.

- Report malfunctions or suspected malfunctions to the Supervisor promptly.

- Observe all traffic laws, regulations and speed limits.

- Assign students to specific seats on each route.

- Maintain student seating plan for each

- Report all accidents on prescribed forms promptly.

- Maintain good discipline of students.

-16-

- Report discipline problems on prescribed form promptly.

- *Report route hazards to the Supervisor promptly.*
- *Report immediately the use of any prescription drugs, which may impair your ability or judgment to the Transportation Supervisor.*
- *Require students to use seat belts (if available).*
- *Operate vehicles in a safe manner.*
- *Conduct vehicle evacuation drills as required.*
- *Maintain time schedules, and if unable to do so, report the problem to the supervisor.*
- *Keep maintenance records of vehicle current.*
- *Report unusual occurrences to the Supervisor promptly.*
- *Require parents to send letters to the Business Administrator for exceptional requests.*
- *Complete daily vehicle and gasoline reports.*
- *Require bus passes for all secondary school students.*
- *Become familiar with the particular handicap of special education students in case they may require special medical attention while on your vehicle.*
- *Be aware of the locations of available medical assistance along your routes in case it should be required.*
- *Observe the Safety Practice of the Board of Education: File Code 3541.35.*
- *Remember, the driver has no authority to deny or remove a student from the bus; however, the driver has the responsibility to report matters of discipline or ineligibility to the principal of the school and the Transportation Supervisor.*

-Pick up and deliver mail and supplies as needed.

-Attend in-service courses and meetings as required.

-Perform any other duties required by the Supervisor of Transportation and the Business Administrator.

ARTICLE XIII – SERVICE AWARDS

13.01 Service Awards shall be provided to those members of the bargaining unit who reach 5, 10, 15, 20 and 25 years of service. Awards will be presented at the Board of Education Spring Awards Dinner.

Dated: February 13, 2007

*TOWNSHIP OF UNION
BOARD OF EDUCATION*

*PART-TIME TRANSPORTATION
ASSOCIATION*

Steven Helmstetter, President

Mickey McFall , President

James J. Damato, Secretary

Francenia Johnson, Secretary

