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INTRODUCTION

The following represents a summary of understandings and agreements reached between the Board of Education, Township of Cherry Hill and the Cherry Hill Drivers' Association, Inc. as a result of negotiations, Spring of 1976 for the 1976-77 school year. This document, when signed by the President of the Cherry Hill Drivers' Association, Inc., and the President of the Board of Education, Township of Cherry Hill, shall constitute a contract between the Board and the Drivers' Association.

CHERRY HILL DRIVERS' ASSOCIATION, INC.

CONTRACT 1976-77

I. GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "Grievance" is a claim by an employee or the Association based upon an improper interpretation or application of this Agreement, affecting an employee or a group of employees. Any grievance must be lodged at the proper initiating level within thirty (30) calendar days of the happening of the event.

2. Aggrieved person

An "Aggrieved person" is the person or persons or the Association making the claim.

3. Party in interest

A "Party in interest" is the person or persons making the claim and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall be fully determined.

C. Procedure

1. Time limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Level One - Informal Presentation

An employee with a grievance shall first discuss it with his immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

3. Level Two - Immediate Superior

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with his immediate superior within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner.

4. Level Three - School Business Administrator

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 immediate superior, he may appeal the grievance to the School Business Administrator within ten (10) school days after the decision at Level Two or twenty (20) school days after the grievance was presented at Level Two, whichever is sooner. The appeal to the School Business Administrator must be in writing reciting the matter submitted to the immediate superior as specified above and his dissatisfaction with the decision previously rendered. The School Business Administrator shall attempt to resolve the matter within a period not to exceed ten (10) school days and shall communicate his decision in writing to the aggrieved person, the immediate superior and the Association.

5. Level Four - Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the School Business Administrator, he may appeal the grievance to the Board of Education within ten (10) school days after the decision at Level Three or twenty (20) school days after the grievance was presented at Level Three, whichever is sooner. The appeal to the Board must be in writing reciting the matter submitted to the School Business Administrator as specified above and his dissatisfaction with the decisions previously rendered. The Board may hold a hearing at its discretion and shall render a decision within sixty (60) calendar days. The decision shall be communicated in writing to the aggrieved person, the School Business Administrator and the Association.

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 a representative selected or approved by the Association.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the School Business Administrator directly.

2. Written Decisions

Decisions rendered at Levels Two and Three shall be in writing, setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Association.

3. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and only the parties in interest, their designated or selected representatives, and appropriate witnesses shall be permitted to be in attendance at such meetings and hearings.

F. The following matters shall not be grievable:

- (a) Any allegation that the Board has violated a right conferred upon an employee or a duty upon the Board by any administrative agency, court decision or the Laws of the State of New Jersey or the United States of America, where a method of review is available under the rules and regulations of said administrative agency or under or through a quasi-judicial or judicial body by virtue of a court decision or the Laws of the State of New Jersey or the United States of America.

- (b) Any alleged violation of an employee's right where the relief demanded by the employee is the payment of money damages for alleged wrongful discharge or the reinstatement of employment.

II. SICK LEAVE

- A. 40 hour per week employees shall be entitled to sick leave with pay at one day per month or 10 days per year. Unused sick leave days shall accumulate as with other employees.
- B. Regular part-time employees shall be entitled to sick leave with pay at one day per month or 10 days per year pro-rated in accordance with regularly assigned daily scheduled time. Unused sick leave days shall accumulate on the same basis as leave is granted.

III. PERSONAL DAYS (1976-77)

- A. All drivers shall be entitled to two personal days each year after the completion of one full year of employment in accordance with regular hours worked.

Personal days must be approved by immediate supervisor at least one week in advance. Lack of approval by the supervisor for operational reasons will be cause for loss of pay should the driver be absent without said approval.

Personal days shall not accumulate, but if unused shall be added to sick leave days.

IV. UNIFORMS

- A. Drivers shall be provided uniforms in accordance with the following provisions:
1. After one year's service, drivers shall be provided three (3) uniforms which shall be replaced when, in the judgment of the Supervisor of Transportation, a uniform is no longer serviceable.
 2. In order to receive a new uniform, an employee must turn in a uniform no longer suitable for service.
 3. Upon leaving the service of Cherry Hill Board of Education, uniforms shall be turned in to the Supervisor of Transportation before final pay check is received.

V. EMERGENCY SCHOOL CLOSING DAYS

- A. Drivers who appear for work prior to announcement that schools will be closed shall be guaranteed a minimum of two (2) hours pay whether or not they drive that day.

VI. PRIVATE SCHOOL ROUTES WHEN PUBLIC SCHOOLS ARE CLOSED

- A. When public schools are closed and private schools are in operation, drivers who are called in to drive private school routes only shall receive a guarantee of two hours pay for operating the routes. This shall apply to morning and/or afternoon driving.

VII. PAID HOLIDAYS

- A. Drivers working twenty (20) or more hours per week shall receive seven (7) paid holidays per year as follows:
1. Thanksgiving Day
 2. Day after Thanksgiving
 3. Christmas Day
 4. New Year's Day
 5. Good Friday
 6. Memorial Day
 7. Presidents' Day

VIII. DEATH IN FAMILY

- A. Drivers working regularly assigned routes requiring twenty (20) or more hours per week service shall be granted leave with pay in accordance with hours worked and rate paid to the limits outlined below:
1. Five (5) days for death in immediate family when death and mourning period occurs during the time the driver would normally work. Immediate family shall be interpreted as spouse, children, mother, father, sister, brother, father-in-law and mother-in-law.
 2. One (1) day for the purpose of attending the funeral in the event of death of a nephew, niece, brother-in-law, sister-in-law, aunt or uncle.

IX. PAY DAYS

- A. Drivers shall be paid once a week in accordance with procedures established for other employees who are paid on such schedule.
- B. When a pay day falls on or during a school holiday, or any other regularly scheduled school closing, drivers shall receive their pay checks on the last previous working day.

X. VACATION TIME

- A. Drivers who work the regular school year and Summer School to the extent that they accumulate 48 weeks of service within the fiscal school year July 1st to June 30th shall receive:
 - 1. One week vacation with pay after first and second years of service.
 - 2. Two weeks vacation with pay after years 3 to 9.
 - 3. Three weeks vacation with pay after the tenth year and beyond.
- B. Vacation pay shall be pro-rated in accordance with regularly assigned duty hours but shall not exceed 8 hours per day.
- C. Those drivers hired after the Summer months of the fiscal year (i.e., September and beyond) would not be eligible for vacation time at the close of that fiscal year in June.
- D. Eligibility for vacation time is cumulative and does not require consecutive years of vacation eligibility.
- E. Drivers entitled to vacation time shall not be permitted to take vacation time during the time when school is in session.
- F. Pay for vacation time in lieu of vacation days not taken shall not be permitted.

XI. HEALTH INSURANCE

- A. Blue Cross-Blue Shield, Major Medical benefits shall accrue to all employees regularly working 20 or more hours per week, including July and August.

XII. LEGAL REPRESENTATION

- A. Any time an employee receives a traffic summons it shall be reported immediately to the Supervisor of Transportation, who in turn will advise the School Board Solicitor.
- B. Should any criminal action be instituted against any employee for any act or omission arising out of and in the course of the performance of the employee's duties, and should such proceeding be dismissed or result in a

final disposition in favor of such employee, the Board shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals. (N.J.S.A. 18A:16-6 and 18A:16-6.1)

XIII. SALARIES

A. The following salary guides shall prevail during the period July 1, 1976 - June 30, 1977:

Years of Service	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>
Hourly Rate	\$3.95	\$4.05	\$4.15	\$4.35	\$4.50	\$4.70

B. If drivers are required to work on any of the agreed or established holidays (VII-A 1 to 7) they shall be paid double the hourly rate plus holiday pay. All other overtime, Monday through Saturday, shall be at 1½ times the hourly rate and double the hourly rate on Sunday.

(N.B. Agreement on this section is made with full knowledge of both parties that if the Supervisor of Transportation is able to secure more economical transportation by contracting such overtime runs, it shall be his obligation so to do.)

XIV. DEDUCTION OF ASSOCIATION DUES

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees' dues for the Cherry Hill Drivers' Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N. J. Public Laws of 1969 (NJSA 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 such person as may from time to time be designated by the Cherry Hill Drivers' Association, Inc. by the 15th of each month following the monthly pay period in which deductions were made.

2. The Association named above shall certify to the Board, in writing, the current rate of its membership dues. If the Association changes the rate of its membership dues, the Association shall give the Board written notice prior to the effective date of such change.

Signed Gertrude Gilbert President

CHERRY HILL DRIVERS' ASSOCIATION, INC.

June 16 1976
Date

Signed Anthony P. ... President

BOARD OF EDUCATION, TOWNSHIP OF CHERRY HILL

June 16 1976
Date

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