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14-99

MORRIS HILLS REGIONAL DISTRICT

BOARD OF EDUCATION

AND

MORRIS HILLS REGIONAL DISTRICT

SCHOOL BUS DRIVERS' ASSOCIATION

AGREEMENT

SEPTEMBER 1, 1979 TO JUNE 30, 1982

LIBRARY
Institute of Management and
Labor

SEP 2 1979

RUTGERS UNIVERSITY

PREAMBLE

THIS AGREEMENT ENTERED INTO THIS DAY OCTOBER 29, 1979
BY THE MORRIS HILLS REGIONAL DISTRICT, THE COUNTY OF MORRIS,
NEW JERSEY; HEREINAFTER CALLED THE "BOARD" AND THE MORRIS
HILLS REGIONAL DISTRICT SCHOOL BUS DRIVERS' ASSOCIATION:
HEREINAFTER CALLED THE "ASSOCIATION".

ARTICLE I

RECOGNITION

- A. THE BOARD HEREBY RECOGNIZES THE ASSOCIATION AS THE EXCLUSIVE AND SOLE REPRESENTATIVE FOR THE COLLECTIVE NEGOTIATIONS CONCERNING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE BUS DRIVER PERSONNEL UNDER CONTRACT WITH THE BOARD.
- B. THE BOARD AGREES NOT TO NEGOTIATE CONCERNING SAID EMPLOYEES IN THE NEGOTIATION UNIT DEFINED IN A. ABOVE, WITH ANY ORGANIZATION OTHER THAN THE ASSOCIATION FOR THE DURATION OF THIS CONTRACT.

ARTICLE II

NEGOTIATION PROCEDURE

- A. PURSUANT TO PUBLIC LAW 123, 1974, THE BOARD AND ASSOCIATION AGREE TO ENTER INTO COLLECTIVE NEGOTIATIONS IN A GOOD FAITH EFFORT TO REACH AGREEMENT ON TERMS AND CONDITIONS OF EMPLOYMENT.
- B. THE BOARD SHALL RECEIVE ALL EMPLOYEE PROPOSALS IN WRITING PRIOR TO THE START OF NEGOTIATIONS. THE TIME AND PLACE OF MEETING SHALL BE SET BY MUTUAL CONSENT.
- C. NEGOTIATIONS SHALL BEGIN NOT LATER THAN OCTOBER 1ST OF THE PRECEDING SCHOOL YEAR IN WHICH THE AGREEMENT IS TO GO INTO EFFECT.

ARTICLE III

BOARD RIGHTS

- A. THE BOARD OF EDUCATION, SUBJECT ONLY TO THE EXPRESS PROVISIONS OF THIS AGREEMENT, RESERVES TO ITSELF ALL RIGHTS OF MANAGEMENT OF THE SCHOOL DISTRICT AND FULL JURISDICTION AND AUTHORITY OVER MATTERS OF POLICY, RULES, REGULATIONS AND PRACTICES IN FURTHERANCE THEREOF AND RESERVES, WITHOUT LIMITATION, ALL POWERS, RIGHTS, AUTHORITY, DUTIES, AND RESPONSIBILITIES CONFERRED UPON AND VESTED IN IT BY THE CONSTITUTION AND LAWS OF THE STATE OF NEW JERSEY AND OF THE UNITED STATES.
- B. BY WAY OF ILLUSTRATION AND NOT BY WAY OF LIMITATION OF THE RIGHTS, RESERVED TO THE BOARD, ARE THE RIGHTS:
1. TO DIRECT EMPLOYEES OF THE SCHOOL DISTRICT.
 2. TO HIRE, ASSIGN, PROMOTE, AND RETAIN EMPLOYEES COVERED BY THIS AGREEMENT WITHIN THE SCHOOL DISTRICT, OR TO SUSPEND, UNTIL A HEARING IS HELD, AND DISCHARGE.
 3. TO RELIEVE EMPLOYEES FROM DUTIES BECAUSE OF LACK OF WORK OR OTHER LEGITIMATE REASONS.
 4. TO MAINTAIN THE THOROUGHNESS AND EFFICIENCY OF THE SCHOOL DISTRICT OPERATIONS ENTRUSTED TO IT.
 5. TO DETERMINE THE METHODS, MEANS, AND PERSONNEL BY WHICH SUCH OPERATIONS ARE TO BE CONDUCTED AND TO SUBCONTRACT FOR GOODS AND SERVICES; SUCH SERVICES TO BE KEPT AT A MINIMUM.
 6. TO TAKE WHATEVER OTHER ACTIONS MAY BE NECESSARY TO ACCOMPLISH THE MISSION OF THE SCHOOL DISTRICT IN ANY SITUATION.

ARTICLE IV

SALARIES

- A. SALARIES OF ALL BUS DRIVER PERSONNEL ARE SET FORTH IN SALARY SCHEDULE EXHIBIT A.
- B. THE RATE GUIDE FOR ALL BUS DRIVER PERSONNEL IS SET FORTH IN SCHEDULE EXHIBIT B.
- C. ALL TIME SHEETS MUST BE IN ON MONDAY OF EACH WEEK TO ASSURE PAYMENT ON DATE DUE. DRIVER MUST BE INFORMED WHEN TIME SHEET IS CHANGED OR ALTERED BY THE OFFICE OTHER THAN THE WAY IT WAS TURNED IN.

ARTICLE V

INCREMENTS AND ROUTE ASSIGNMENTS

- A. ALL CONTRACT DRIVERS SHALL BE ELIGIBLE FOR YEARLY INCREMENTS PROVIDED THEY CAME UNDER CONTRACT AND STARTED DRIVING ON OR BEFORE JANUARY 31 OF THE PRECEDING SCHOOL YEAR AND PERFORMED SATISFACTORILY BASED ON EVALUATIVE CRITERIA FOR JOB PERFORMANCE ESTABLISHED BY A JOINT COMMITTEE OF THE ADMINISTRATION AND THE ASSOCIATION. THE EVALUATIVE CRITERIA SHALL BE CONSIDERED EXHIBIT D.
- B. CONTRACT RENEWAL AND RUN ASSIGNMENTS SHALL BE ISSUED EACH YEAR BY THE TRANSPORTATION COORDINATOR AND ADMINISTRATION WITH DRIVER PERFORMANCE AND SAFETY RECORDS AS GUIDE LINES, EXCEPT FOR GOOD REASON, CONTRACTED DRIVERS WILL HAVE PREFERENCE IN RETAINING THEIR CURRENT RUN FOR THE NEXT SCHOOL YEAR.
- C. ALL PER DIEM SUBSTITUTE DRIVERS WILL BE EMPLOYED AT THE PREVAILING DAILY RATE FOR THE AMOUNT OF EXPERIENCE EXHIBITED, AND SHALL BE PAID ONLY FOR THOSE DAYS WHEN THEY DRIVE. SUCH DRIVERS WILL NOT ENJOY THE FRINGE BENEFITS SET DOWN FOR REGULAR CONTRACTED DRIVERS.

ARTICLE VI

CONTRACT

- A. NO DRIVER SHALL OBTAIN TENURE.
- B. A DRIVER WHO STARTS, COMPLETES, OR PARTIALLY COMPLETES HIS RUN WITHOUT BEING NOTIFIED SCHOOL IS TERMINATED, AND IN THE EVENT SCHOOL IS TERMINATED FOR ANY REASON, WHATSOEVER, WILL BE PAID:
 - 1. AN "A.M." REGULAR RUN SHALL MEAN PICKING UP THE ASSIGNED STUDENTS AT DESIGNATED STOPS, TRANSPORTING THEM TO THEIR ASSIGNED SCHOOLS, BY FOLLOWING THE PRESCRIBED ROUTE.
 - 2. A "P.M." REGULAR RUN SHALL MEAN PICKING UP DESIGNATED STUDENTS AT THEIR ASSIGNED SCHOOLS AND TRANSPORTING THEM ALONG THE PRESCRIBED ROUTE TO THEIR ASSIGNED STOPS.
- C. DRIVERS WHO CALL IN SICK THE DAY BEFORE OR AFTER A HOLIDAY, WHEN SCHOOL IS IN SESSION, MUST PRESENT A DOCTOR'S NOTE STATING THE ILLNESS. FAILURE TO DO SO WILL RESULT IN BEING DOCKED FOR A DAY'S PAY.

ARTICLE VII

FRINGE BENEFITS

- A. PERSONAL, SICK LEAVE AND PENSION BENEFITS SHALL BE PROVIDED TO ALL CONTRACTED EMPLOYEES, AS FOLLOWS:
1. PENSION, AS REQUIRED BY STATE STATUTE - ALL DRIVERS EARNING OVER \$500.00 MUST ENROLL IN THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM.
 2. SICK LEAVE AND PERSONAL LEAVE, AS OUTLINED IN EXHIBIT C, TO ALL EMPLOYEES.
 3. ADDITIONAL LEAVE DAYS, WITHOUT PAY, FOR ILLNESS OF DRIVER'S CHILDREN, MAY BE GRANTED BY USE OF A PRESCRIBED FORM AND USE PERSONAL AND BEREAVEMENT LEAVE FORMS SUBMITTED TO THE TRANSPORTATION COORDINATOR.
- B. THE BOARD WILL PROVIDE FREE MEDICAL EXAMINATIONS BY THE BOARD-APPROVED PHYSICIAN FOR THE YEARLY EXAMINATIONS REQUIRED TO OBTAIN A VALID SCHOOL BUS DRIVER'S LICENSE. ANY DRIVER WHO SO DESIRES SHALL BE AFFORDED THE PRIVILEGE TO UTILIZE HIS OWN PHYSICIAN AT HIS OWN EXPENSE; HOWEVER, THE BOARD MAY REQUIRE THE DRIVER TO BE EXAMINED BY THE BOARD PHYSICIAN IF SO DETERMINED. IN CASE OF DISAGREEMENT, A THIRD PHYSICIAN WILL BE CONSULTED AND HIS DECISION WILL BE BINDING AND EXPENSES SHARED ON A 50-50 BASIS.
- C. DISTRICT PLAN FOR HOSPITALIZATION AND MAJOR MEDICAL SHALL BE PROVIDED, FREE OF COST, TO ALL DRIVERS WHO AVERAGE 20 OR MORE HOURS OF DRIVING PER WEEK.

ARTICLE VIII

SENIORITY

- A. THE SENIORITY OF EACH CONTRACTED DRIVER WILL BE CONSIDERED AND USED BY THE TRANSPORTATION COORDINATOR AND ADMINISTRATION FOR THE FOLLOWING ASSIGNMENTS OR DECISIONS:
1. CUT BACK IN SIZE OF DRIVER FORCE.
 2. FIELD TRIP ASSIGNMENTS - ROSTERS SHALL BE KEPT ON FIELD TRIP ASSIGNMENTS AND ANY DRIVER WHO IS ASSIGNED A TRIP AND REFUSES TO TAKE HIS PROPER TURN WILL BE CHARGED AS HAVING TAKEN IT AND WILL MISS A TURN, EXCEPT WHEN THE TRIP IS OFFERED AT THE LAST MINUTE OR ON THE SAME DAY. DRIVER WILL NOT BE CHARGED AND WILL REMAIN IN THE SAME POSITION.
 3. A FIELD TRIP CONTROL BOARD WILL BE MAINTAINED IN THE DRIVER ROOM FOR THE DURATION OF CONTRACT YEAR AND WILL SHOW TRIP SHCHEDULE SEVEN DAYS IN ADVANCE OF ALL FIELD TRIPS AND ALSO DISPLAY PERMANENT SENIORITY ROSTER.
 4. ONLY THE TRANSPORTATION COORDINATOR, OR HIS ASSISTANT, SHALL BE AUTHORIZED TO MAKE ANY CHANGES ON THE BOARD.
 5. ATHLETIC AND ACTIVITY RUNS AND ALL EXTRA YEARLY NON-CONTRACTED VAN AND BUS RUNS SHALL BE SIMULTANEOUSLY POSTED AND ASSIGNED ON A YEARLY BASIS BY THE TRANSPORTATION COORDINATOR.
 6. ON THREE (3) DAYS NOTICE, DRIVERS ASSIGNED TO PERMANENT ATHLETIC, ACTIVITY AND VAN RUNS SHALL HAVE THE OPTION TO TAKE A FIELD TRIP, PROVIDING THEY CAN SECURE A QUALIFIED SUBSTITUTE TO THE TRANSPORTATION COORDINATOR

ARTICLE IX

SAFETY AND HEALTH

- A. THE BOARD OF EDUCATION AND ITS TRANSPORTATION EMPLOYEES SHALL TAKE ALL REASONABLE AND NECESSARY PRECAUTIONS FOR THE SAFETY OF ITS STUDENTS.
- B. THE DRIVER SHALL BE RESPONSIBLE TO SEE THAT THERE IS UNIMPAIRED VISION FOR THE DRIVER OF THE BUS OR VAN, SEEING THE FRONT AND REAR WINDOWS ARE CLEAN, AS WELL AS THE FLASHERS. DRIVERS WILL USE SUPPLIES PROVIDED BY THE BOARD.
- C. ALL DRIVERS WILL BE REQUIRED TO TAKE TWO DETONATOR REACTION TESTS PER SCHOOL YEAR.

ARTICLE X

GRIEVANCE PROCEDURE

ALL CONTRACTURAL EMPLOYEES SHALL BE ELIGIBLE FOR THE PROVISIONS AS OUTLINED IN GRIEVANCE PROCEDURES AS OUTLINED BELOW:

A. DEFINITIONS:

1. A GRIEVANCE IS A CLAIM BY A BUS DRIVER AND/OR THE ASSOCIATION BASED UPON THE INTERPRETATION, APPLICATION, OR ALLEGED VIOLATION OF THIS AGREEMENT AND THE ASSOCIATION SHALL GRIEVE ONLY IN CASES WHERE THE INTERPRETATION OF THE CONTRACT HAS ADVERSELY VIOLATED THE ORIGINAL INTENT OF THE AGREEMENT.
2. THE GRIEVANT IS THE PERSON, OR PERSONS, MAKING THE CLAIM.
3. THE GRIEVANT SHALL HAVE THE RIGHT TO BE REPRESENTED BY A MEMBER OF THE GRIEVANCE COMMITTEE, THE WHOLE COMMITTEE, DESIGNATE PERSON OF THEIR OWN CHOOSING, OR PRESENT THEIR OWN APPEAL IN ANY OR EVERY STEP OF THE PROCEDURE.

B. PURPOSE:

1. THE PURPOSE OF THIS PROCEDURE IS TO SECURE AT THE LOWEST POSSIBLE LEVEL, EQUITABLE SOLUTIONS TO THE PROBLEMS WHICH MAY ARISE FROM TIME TO TIME AFFECTING THE DRIVERS. BOTH PARTIES AGREE THAT THESE PROCEDURES WILL BE KEPT INFORMAL AT ANY LEVEL IN THE PROCEDURE.

C. PROCEDURE:

1. SINCE IT IS IMPORTANT THAT A GRIEVANCE BE PROCESSED AS RAPIDLY AS POSSIBLE, THE NUMBER OF DAYS INDICATED AT EACH LEVEL SHALL BE CONSIDERED AS A MAXIMUM AND EVERY EFFORT SHALL BE MADE TO EXPEDITE THE PROCESS. THE TIME LIMITS SPECIFIED AT ANY LEVEL MAY BE EXTENDED BY MUTUAL CONSENT.
2. IN THE EVENT A GRIEVANCE IS FILED AT SUCH TIME THAT IT CANNOT BE PROCESSED THROUGH ALL THE STEPS IN THIS GRIEVANCE PROCEDURE, BY THE END OF THE SCHOOL YEAR AND, IF LEFT UNRESOLVED UNTIL THE BEGINNING OF THE FOLLOWING SCHOOL YEAR, COULD RESULT IN IRREPARABLE HARM TO A PARTY IN INTEREST, THE TIME LIMITS SET FORTH HEREIN SHALL BE REDUCED SO THAT THE GRIEVANCE PROCEDURE MAY BE EXHAUSTED PRIOR TO THE END OF THE SCHOOL YEAR OR A MUTUALLY DETERMINED TIME THEREAFTER.
3. STEP ONE:

STEP ONE SHALL BE AN INFORMAL DISCUSSION BETWEEN THE GRIEVANT AND THE TRANSPORTATION COORDINATOR ON AN

GRIEVANCE PROCEDURE, CONT'D...

ATTEMPT TO RESOLVE THE ISSUE.

4. STEP TWO:

IN THE EVENT THE RESULT OF THE INFORMAL DISCUSSION IS UNSATISFACTORY TO THE GRIEVANT, A FORMAL WRITTEN GRIEVANCE, USING THE PRESCRIBED FORM FOR SUCH PURPOSES, SHALL BE SUBMITTED WITHIN SEVEN (7) SCHOOL DAYS OF THE ALLEGED OCCURRENCE, TO THE TRANSPORTATION COORDINATOR.

5. STEP THREE:

IF THE AGGRIEVED DRIVER IS NOT SATISFIED WITH THE DISPOSITION OF HIS GRIEVANCE AT STEP TWO, OR IF NO DECISION HAS BEEN RENDERED WITHIN SEVEN (7) SCHOOL DAYS AFTER PRESENTATION OF THE GRIEVANCE, HE MAY REFER IT TO THE ASSISTANT SUPERINTENDENT AND/OR SUPERINTENDENT.

6. STEP FOUR:

IF THE AGGRIEVED DRIVER IS NOT SATISFIED WITH THE DISPOSITION OF HIS GRIEVANCE AT STEP THREE, OR IF NO DECISION HAS BEEN RENDERED WITHIN TEN (10) SCHOOL DAYS AFTER THE GRIEVANCE WAS RECEIVED BY THE ASSISTANT SUPERINTENDENT - SUPERINTENDENT, THE AGGRIEVED MAY, WITHIN SEVEN (7) SCHOOL DAYS, SUBMIT THE GRIEVANCE TO THE BOARD OF EDUCATION.

7. STEP FIVE:

IF THE AGGRIEVED IS NOT SATISFIED WITH THE DISPOSITION OF HIS GRIEVANCE AT STEP FOUR, OR IF NOT DECISION HAS BEEN RENDERED WITHIN TWENTY (20) SCHOOL DAYS, THE GRIEVANCE MAY BE SUBMITTED TO ARBITRATION. IT MUST BE SUBMITTED TO THE P.E.R.C. WITHIN TWENTY (20) SCHOOL DAYS OF THE BOARD OF EDUCATION'S DECISION. THE PARTY SHALL BE THEN BOUND BY THE RULES AND PROCEDURES OF THE P.E.R.C. IN THE SELECTION OF AN ARBITRATOR.

THE DECISION OF THE ARBITRATOR SHALL BE SUBMITTED TO THE BOARD AND THE ASSOCIATION AND SHALL BE FINAL AND BINDING ON THE PARTIES.

THE COST FOR THEIR SERVICES SHALL BE BORNE EQUALLY BY BOTH PARTIES. ANY OTHER EXPENSES SHALL BE PAID BY THE PARTY INCURRING SAME.

D. MISCELLANEOUS:

1. NO MEETINGS ON HEARINGS UNDER THIS PROCEDURE SHALL BE CONDUCTED IN PUBLIC AND SHALL INCLUDE ONLY SUCH PARTIES OF INTEREST.

GRIEVANCE PROCEDURE, CONT'D...

2. NEITHER THE GRIEVANT, THE ASSOCIATION, NOR THE BOARD SHALL ISSUE PUBLIC STATEMENTS DURING THE GRIEVANCE PROCEDURE.
3. VARIATIONS FROM THESE PROCEDURES MAY BE MADE ONLY BY MUTUAL CONSENT OF THE PARTIES INVOLVED.
4. AFTER A GRIEVANCE HAS BEEN RESOLVED OR FINALIZED, THE ASSOCIATION WILL, UPON WRITTEN REQUEST, BE NOTIFIED OF THE FINDINGS IN THAT PARTICULAR GRIEVANCE IN WHICH THEY DID NOT REPRESENT THE GRIEVANT AND ONLY WHEN THE SOLUTION AFFECTS THE CONTRACT.

ARTICLE XI

MEETINGS

- A. THE BUS DRIVERS' ASSOCIATION WILL BE AFFORDED USE OF THE SCHOOL BUILDINGS FOR ASSOCIATION MEETINGS AT A TIME WHEN A CUSTODIAN IS ON DUTY, PROVIDED TIME HAS BEEN CLEARED WITH THE TRANSPORTATION COORDINATOR.

ARTICLE XII

MISCELLANEOUS

1. SUMMER ROUTE PAY SHALL BE AT THE SAME GUIDE LEVEL AS THE DRIVER WAS ENTITLED TO RECEIVE DURING THE PRECEDING SCHOOL YEAR.
2. NEW DRIVERS, WITH APPROVED PREVIOUS SCHOOL BUS DRIVING, OR EQUIVALENT EXPERIENCE (PUBLIC BUS TRANSPORTATION OR TRACTOR-TRAILER) OF ONE TO FOUR YEARS, SHALL BE PLACED IN THE APPROPRIATE STEP OF THE PAY SCALE. WITH MORE THAN FOUR YEARS EXPERIENCE OF SCHOOL BUS DRIVING, THEY WILL BE PLACED IN THE SIXTH STEP.
3. IF DRIVERS ARE REQUESTED TO STAND BY, WHEN EMERGENCIES OCCUR, THEY WILL BE PAID AT THE FIELD TRIP RATE.
4. WHEN A BUS DRIVER IS ASSIGNED A FIELD TRIP AND SUCH ASSIGNMENT CAUSES A CONFLICT WITH NORMAL RUNS, THE BUS DRIVER WILL RECEIVE THE DIFFERENCE BETWEEN THE FIELD TRIP RATE AND HIS/HER NORMAL DAILY SALARY.
5. CONTRACTED DRIVERS, A.M. AND P.M.: A.M. OR P.M.: WILL NOT BE ALLOWED TO BOOK OFF IN ORDER TO DRIVE SOMEWHERE ELSE.
6. THE TRANSPORTATION COORDINATOR WILL BE IN CHARGE OF SELECTING DRIVERS FOR THE PURPOSES OF DRIVER TRAINING AND TRAINEES WILL BE PAID AT THE FIELD TRIP RATE. TRAINEES WILL NOT BE PAID FOR THE TRAINING PERIOD UNTIL THEY HAVE PERFORMED SATISFACTORILY FOR A TWO-WEEK PERIOD. THE TRAINER WILL BE PAID AT THE FIELD TRIP RATE.
7. ALL DRIVERS WILL BE EXPECTED TO SUBMIT MISCONDUCT REPORTS ON ALL STUDENTS WHO FAIL TO FOLLOW RULES OF TRANSPORTATION.
8. ALL DRIVERS WILL REQUEST ALL RIDERS TO IDENTIFY THEMSELVES WITH STUDENT I.D. CARDS.
9. WHEN TRANSPORTATION OFFICE HAS EXHAUSTED THE DISTRICT DRIVERS AVAILABILITY TO FILL A FIELD TRIP, ATHLETIC, OR ACTIVITY RUN, THE COORDINATOR SHALL HAVE THE RIGHT TO COVER THE TRIP WITH AN OUT-OF-DISTRICT DRIVER.
10. ALL CONTRACTED A.M. SUBSTITUTE DRIVERS MUST REPORT TO THE TRANSPORTATION OFFICE NO LATER THAN 7:00 A.M. OR BE DOCKED FOR A.M. RUN.
11. FINAL DECISION FOR ABORTING A FIELD TRIP OR ATHLETIC TRIP DUE TO WEATHER CONDITIONS SHALL REST WITH THE TRANSPORTATION COORDINATOR.
12. WITH THE AID AND ASSISTANCE OF DRIVERS, A NARRATIVE IS TO BE WRITTEN BY THE DRIVER ON EACH FIELD TRIP AND THEN WILL BE TYPED AND PUT IN A FIELD TRIP FOLDER FOR THE USE OF ALL DRIVERS.

MISCELLANEOUS, CONT'D...

13. TRANSPORTATION SECRETARY SHALL POST LAYOVER PAY ON THE BULLETIN BOARD WHEN ONE SCHOOL CLOSES EARLIER THAN THE OTHER.
14. ALL DRIVERS ARE TO HAVE A BLOOD PRESSURE CHECK EVERY 90 DAYS DURING THE SCHOOL YEAR BY THE SCHOOL NURSE.
15. WHEN A PROBLEM ARISES ON A BUS, THE DRIVER IS TO OBTAIN THE NAME OF THE STUDENT AND THE SCHOOL AND MAKE OUT A MISCONDUCT REPORT. THE REPORT IS TO BE TURNED IN PROMPTLY TO THE TRANSPORTATION COORDINATOR. PROMPT ADMINISTRATIVE ACTION WILL BE ENCOURAGED.
16. EACH DRIVER IS TO CONDUCT A WALK-THROUGH CHECK OF THEIR BUS AT THE END OF EACH RUN IN CHECK OF VANDALISM. ANY SIGN OF DAMAGE TO SEATS OR TO THE VEHICLE IS TO BE REPORTED IMMEDIATELY TO THE TRANSPORTATION OFFICE SO THAT APPROPRIATE ACTION MAY BE INITIATED AGAINST THE GROUP ON THE RUN WHERE THE VANDALISM OCCURRED.
17. THE DRIVER IS TO PERIODICALLY ASK EACH STUDENT TO SHOW THEIR I.D. CARD. IF A STUDENT REFUSES TO SHOW THE CARD OR HAS NO CARD, THEN THEY ARE NOT TO BOARD THE BUS.
18. IN CASE OF EMERGENCY ONLY, THE BOARD OF EDUCATION RESERVES THE RIGHT TO USE COACHES WITH STATE DRIVERS LICENSES TO AND FROM ATHLETIC EVENTS WHEN SUPPLY OF OTHER DRIVERS IS EXHAUSTED.
19. GAS MONEY, TOLL MONEY, AND PARKING MONEY SHALL BE ADVANCED TO DRIVERS BEFORE A TRIP DEPARTS AND RECEIPTS RETURNED THEREAFTER.

ARTICLE XIII

DURATION

- A. THIS AGREEMENT SHALL BE EFFECTIVE ON SEPTEMBER 1, 1979, WITH ALL BENEFITS RETROACTIVE TO THAT DATE.
- B. THE AGREEMENT DURATION WILL BE AS FOLLOWS:
 - SEPTEMBER 1, 1979 TO JUNE 30, 1980
 - SEPTEMBER 1, 1980 TO JUNE 30, 1981
 - SEPTEMBER 1, 1981 TO JUNE 30, 1982
- C. THIS AGREEMENT SHALL NOT BE EXTENDED ORALLY AND IT IS EXPRESSLY UNDERSTOOD THAT IT SHALL ON THE DATE INDICATED.

EXHIBIT A
 BUD DRIVERS' SALARIES
 1979-80 SALARY GUIDE

<u>STEP</u>	<u>FULL RUN</u>	<u>HALF RUN</u>
1	\$2300	\$1150
2	2580	1290
3	2950	1475
4	3258	1629

CONVERSION SCALE 1979-80

0-3	TO	STEP 1
4-5	TO	STEP 2
6-8	TO	STEP 3
9 & over	TO	STEP 4
FULL-TIME DRIVER		\$9,172
NON-AMBULATORY DRIVER		217

EXHIBIT A

1980-81 SALARY GUIDE

EFFECTIVE SEPTEMBER 1, 1980, THE ABOVE SALARY FIGURES SHALL BE INCREASED BY 7.4%.

<u>STEP</u>	<u>FULL RUN</u>	<u>HALF RUN</u>
1	\$2470	\$1235
2	2770	1385
3	3168	1584
4	3499	1749
	FULL TIME DRIVER	\$9814
	NON-AMBULATORY DRIVER	217

1981-82 SALARY GUIDE

EFFECTIVE SEPTEMBER 1, 1981, THE 1980-81 SALARY GUIDE SHALL BE INCREASED BY 7.6%.

<u>STEP</u>	<u>FULL RUN</u>	<u>HALF RUN</u>
1	\$2658	\$1328
2	2980	1490
3	3409	1704
4	3765	1882
	FULL TIME DRIVER	\$10,501
	NON-AMBULATORY DRIVER	217

EXHIBIT B

BUS DRIVERS TRIP RATE GUIDE

HOURLY RATES

TRIPS BETWEEN LOCAL SCHOOLS AND FIELDS TO MEAN SUCH SCHOOLS AND FIELDS WITHIN A FIVE-MILE RADIUS OF EITHER MORRIS HILLS OR MORRIS KNOLLS WHICH ARE LOCATED OUTSIDE OF THE REGIONAL DISTRICT. NO BUS DRIVER WILL REMAIN WITH THE GROUP, BUT WILL RETURN THE BUS TO THE GARAGE. THE STUDENTS WILL BE PICKED UP AT THE TIME OF RETURN FOR THAT TRIP.

IF DRIVER RETURNS AFTER 2:00 A.M. FOLLOWING RUN, THEN MORNING RUN IS TO BE HANDLED BY A SUBSTITUTE.

<u>TRIP</u>	<u>1979-80</u>	<u>1980-81</u>	<u>1981-82</u>
COURT APPEARANCE	\$4.60	\$4.92	\$5.26
*TRIPS BETWEEN SCHOOLS	3.66	3.92	4.19
*ROUND TRIP BETWEEN SCHOOLS	7.30	7.81	8.36
DISTRICT PARADES AND LOCAL FIELDS (SATURDAYS, SUNDAYS, AND HOLIDAYS)			
SHOW-UP TIME	6.10	6.53	6.99
FIELD TRIPS	6.00	6.42	6.87
MECHANICAL BREAKDOWN	4.71	5.04	5.39
LAY-OVER PAY	4.76	5.09	5.45
NEW YORK CITY RUNS	7.22	7.73	8.27
ATHLETIC RUNS	7.22	7.73	8.27
ACTIVITY RUNS	7.22	7.73	8.27

ONE HOUR IS MINIMUM BASE PAY. (EXCEPT TRIPS BETWEEN SCHOOLS).

HOURLY RATES TO BE COMPUTED ON TEN-MINUTE INTERVALS BASED ON FOLLOWING FRACTIONAL SCHEDULE:

1 Hr. 1 M to 1 Hr. 10M--1.166, 1 Hr. 11 M to 1 Hr. 20 M--1.333,
 1 Hr. 21 M to 1 Hr. 30M--1.5, 1 Hr. 31 M to 1 Hr. 40 M--1.666,
 1 Hr. 41 M to 1 Hr. 50M--1.833, 1 Hr. 51 M to 2 Hr.--2., 2 Hr. 1M
 to 2 Hr. 10M--2.166, 2 Hr. 11 M to 2 Hr. 20 M--2.333, 2 Hr. 21 M
 to 2 Hr. 2,833, 2 Hr. 51 M to 3 Hr.--3.

TIME AND ONE-HALF ON HOLIDAYS.

*MINIMUM 2 HOURS

EXHIBIT C

1. SICK LEAVE:

- A. ANY PERSON WHO IS STEADILY EMPLOYED ON A FULL-TIME BASIS BY THE DISTRICT SHALL BE ALLOWED TEN (10) SCHOOL DAYS SICK LEAVE IN ANY SCHOOL YEAR. ANY PERSON WHO IS STEADILY EMPLOYED ON LESS THAN A FULL-TIME BASIS SHALL BE ALLOWED TO ACCRUE SICK LEAVE AT THE PROPORTIONATE RATE WHICH HIS OR HER SERVICE BEARS TO THE TOTAL ALLOTMENT OF TEN (10) SCHOOL DAYS PER SCHOOL YEAR.
- B. A BUS DRIVER MUST NOTIFY THE TRANSPORTATION COORDINATOR OF HIS/HER ABSENCE ONE HOUR BEFORE PULL-OUT TIME IN ORDER FOR HIM TO SUMMON A SUBSTITUTE DRIVER. UPON RETURN, HE/SHE WILL COMPLETE AND SIGN A FORM WHICH STATES, "THIS WILL VERIFY THAT MY ABSENCE OF (DATES) WAS AS REPORTED, AND MY SICK DAYS SHALL BE CHARGED ACCORDINGLY".

11. PERSONAL DAYS WITH PAY

- A. EACH BUS DRIVER MAY REQUEST UP TO THREE DAYS FOR DEATH IN THE IMMEDIATE FAMILY.
- B. TWO DAYS MAY BE REQUESTED FOR APPROVED RELIGIOUS HOLIDAYS.
- C. TWO PERSONAL DAYS MAY BE GRANTED; ONE OF THESE MAY BE GRANTED WITHOUT REASON. THE OTHER MUST CONFORM TO ONE OF THE FOLLOWING REASONS:
 - 1. ILLNESS IN THE IMMEDIATE FAMILY.
 - 2. REQUIRED COURT APPEARANCE OR TAX AUDIT.
 - 3. LEAVE FOR AN EMPLOYEE WHO IS BEING MARRIED.
 - 4. HOUSE CLOSING OR OTHER LEGAL COMMITMENTS DURING WORKING HOURS.
- D. EXTENSIONS OF PERSONAL LEAVE MAY BE APPLIED FOR THROUGH THE SUPERINTENDENT, WHOSE DECISION SHALL BE FINAL AND BINDING AND NOT SUBJECT TO GRIEVANCE.

MEMO OF UNDERSTANDING

OCTOBER 19, 1979

THE BOARD OF EDUCATION OF THE MORRIS HILLS REGIONAL DISTRICT AND THE MORRIS HILLS REGIONAL SCHOOL BUS DRIVERS' ASSOCIATION HAVE REACHED THE FOLLOWING TENTATIVE SETTLEMENT TO THEIR CONTRACT NEGOTIATIONS, SUBJECT TO RATIFICATION BY BOTH PARTIES.

I. SALARY

<u>STEP</u>	<u>1979-80 FULL RUN</u>
1	\$2300
2	2580
3	2950
4	3258

CONVERSION

	<u>STEP</u>
0-3	1
4-5	2
6-8	3
9+	4

EFFECTIVE SEPTEMBER 1, 1980, THE ABOVE SALARY FIGURES SHALL BE INCREASED BY 7.4%.

EFFECTIVE SEPTEMBER 1, 1981, THE 1980/81 SALARY FIGURES SHALL BE INCREASED BY 7.6%.

EFFECTIVE SEPTEMBER 1, 1979, THE TRIP RATE GUIDE HOURLY RATES, WITH THE EXCEPTION OF THE FIELD TRIP RATE, SHALL BE INCREASED BY 7%.

EFFECTIVE SEPTEMBER 1, 1979, THE FIELD TRIP RATE SHALL BE INCREASED FROM \$4.50 TO \$6.00 AN HOUR.

EFFECTIVE SEPTEMBER 1, 1980, ALL TRIP RATE HOURLY RATES SHALL BE INCREASED BY 7%.

EFFECTIVE SEPTEMBER 1, 1981, ALL TRIP RATE HOURLY RATES SHALL BE INCREASED BY 7%.

WHEN A BUS DRIVER IS ASSIGNED A FIELD TRIP AND SUCH ASSIGNMENT CAUSES A CONFLICT WITH USUAL RUNS, BUS DRIVER WILL RECEIVE THE DIFFERENCE BETWEEN THE FIELD TRIP RATE AND HIS/HER NORMAL DAILY SALARY.

II. GAS MONEY, TOLL MONEY AND PARKING MONEY SHALL BE ADVANCED TO DRIVERS BEFORE A TRIP DEPARTS AND RECEIPTS RETURNED THEREAFTER.

III. DELETE PRESENT H-1-C AND INSERT INSTEAD:

ATHLETIC AND ACTIVITY RUNS AND ALL EXTRA YEARLY NON-CONTRACTED VAN AND BUS LINES SHALL BE SIMULTANEOUSLY POSTED AND ASSIGNED ON A YEARLY BASIS BY THE TRANSPORTATION COORDINATOR.

MEMO OF UNDERSTANDING, CONT'D...

IV. THE FOLLOWING AGREEMENTS REACHED PRIOR TO MEDIATION SHALL BE INCORPORATED WITH THE CONTRACT:

- I - 2
 - I - 4
 - K - 1
 - D - 1)
 - D - 6)
- EXHIBITS

ALL OTHER PROPOSALS SHALL BE CONSIDERED DROPPED.

DELETE #5 MISCELLANEOUS.

V. DURATION

- SEPTEMBER 1, 1979 - JUNE 30, 1980
- SEPTEMBER 1, 1980 - JUNE 30, 1981
- SEPTEMBER 1, 1981 - JUNE 30, 1982

ALL BENEFITS ARE RETROACTIVE TO SEPTEMBER 1, 1979.

FOR THE BOARD:

Maynard Franklin

Howard C. Shaw

David A. MacNicoll

FOR THE ASSOCIATION:

Marjorie D. Leighty

Ann M. Kaufmann

Carol Liscinsky

Theresa Davenport

Eleanor Concannon

Memo of Understanding

October 19, 1979

The Board of Education of the Morris Hills Regional District and the Morris Hills Regional School Bus Drivers' Association have reached the following tentative settlement to their contract negotiations, subject to ratification by both parties.

I. Salary

<u>step</u>	<u>1979-80 Full Run</u>	<u>%</u>
1	\$ 2300	
2	\$ 2580	120.0
3	\$ 2950	147.5
4	\$ 3258	162.9

	<u>Conversion</u>	<u>step</u>
0-3		1
4-5		2
6-8		3
9+		4

Effective Sept. 1, 1980 the above salary figures shall be increased by 7.4%.

Effective Sept 1, 1981 the 1980/81 salary figures shall be increased by 7.6%.

Effective Sept. 1, 1979 the Trip Rate Guide Hourly Rates, with the exception of the Field Trip rate, shall be increased by 7%. Effective Sept. 1, 1979 the Field Trip rate shall be increased from \$4.50 to \$6.00 an hour.

Effective Sept 1, 1980 all trip rate hourly rates shall be increased by 7%.

Effective Sept. 1, 1981 all trip rate hourly rates shall be increased by 7%.

4 → When a bus driver is assigned a field trip and such assignment causes a conflict with normal runs, ~~the~~ ^{the} bus driver will receive the difference between the Field trip rate and ~~the~~ ^{his/her} normal ^{daily} salary.

II. Gas money, toll money and parking money shall be advanced to drivers before a trip departure and receipts returned thereafter.

III. Delete present H-1-C and insert instead:

Athletic and activity runs and all extra yearly non-contracted Van and Bus lines shall be simultaneously posted and assigned on a yearly basis

3
by the Transportation Coordinator.

IV. The following agreements reached prior to mediation shall be incorporated into

the contract:

~~11/82~~ ~~D-4~~ ~~2 x 1980~~

I-2

I-4

K-1

D-1

D-6

} Exhibits

All other proposals shall be considered dropped.

Delete #5, Miscellaneous.

V. Duration: Sept 1, 1979 - June 30, 1980
Sept 1, 1980 - June 30, 1981
Sept 1, 1981 - June 30, 1982
~~Sept 1, 1979 - June 30, 1982~~

All benefits are retroactive to Sept 1, 1979.

For the Board

[Signature]

[Signature: Howard Shaw]

[Signature: David G. Mackin]

For the Association

[Signature: Margorie D. Leighton]

[Signature: Ann M. Kaufman]

[Signature: Pappal Sedgwick]

[Signature: Sherry Dugely]

[Signature: Eleanor Concaron]