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AGREEMENT
 between
BOARD OF EDUCATION
 of the
NORTHERN BURLINGTON COUNTY
REGIONAL SCHOOL DISTRICT
 and the
NORTHERN BURLINGTON COUNTY
REGIONAL BUS DRIVERS' ASSOCIATION

1989-1992

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RECOGNITION

ARTICLE I

The Board hereby recognizes the N.B.C.R. Bus Drivers' Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all student transportation drivers.

NEGOTIATION PROCEDURE

ARTICLE II

The parties agree to enter into collective negotiations in accordance with Chapter 123, Public Law of 1974. They will endeavor to meet by November of the school year in which the current agreement is to expire. The Association will present its proposals two weeks in advance of said meeting which will be scheduled mutually.

The Association will present its proposal for a successor agreement by November of the pre-contract year.

GRIEVANCE PROCEDURE

ARTICLE III

A. Definition

1. A grievance is a claim by an employee or the Association based on the interpretation, application, or violation of this Agreement or policies affecting an employee or a group of employees.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken.

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.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be made to expedite the process. The time limits may, however, be extended or reduced by mutual agreement.
2. Failure to act within twenty (20) school days of the occurrence complained of shall be deemed to constitute abandonment of the grievance.
3. In the event a grievance is filed after June 1, and if left unresolved until the beginning of the following school year, could result in irreparable harm to the party of 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 as soon thereafter as is practicable.

4. Level One

An employee with a grievance shall first discuss it with the Transportation Coordinator, either directly or through the Association's designated representatives with the objective of resolving the matter informally at that level. The Transportation Coordinator shall render his decision orally within five (5) days from the informal discussion.

5. Level Two

If as a result of the Transportation Coordinator's decision the matter is not resolved to the satisfaction of the grievant(s) within five (5) school days of the discussion, the grievant shall set forth his grievance in writing to the Business Administrator, or other immediate supervisor, specifying:

- a. nature of the grievance
- b. contract article violated
- c. the results of the previous discussion
- d. relief sought

Within five (5) school days after the grievance has been filed with the Business Administrator, the Business Administrator shall hold a meeting on the grievance if requested by either party, in an attempt to resolve the dispute. The Business Administrator shall render a decision in writing within five (5) school days after the conclusion of the meeting, or, if no meeting is requested within ten (10) school days of submission of the grievance at this level.

6. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, he may, not later than five (5) school days after receipt of the written decision of the Business Administrator, submit the grievance to the Superintendent. The written grievance submitted to the Superintendent must include a, b, c, and d as indicated in Level Two plus the basis for dissatisfaction with the Business Administrator's decision.

Within ten (10) school days after the grievance has been filed with the Superintendent, the Superintendent shall hold a hearing if requested by either party. All parties of interest shall be present at the hearing and may present such facts as are relevant to the grievance being considered. The Superintendent shall render a decision in writing within five (5) school days after the conclusion of the hearing, or, if no hearing is held, within fifteen (15) school days of receipt of the grievance. A copy of such decision shall be forwarded to the aggrieved, to the Association, and to all parties of interest.

7. Level Four

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, he may, not later than ten (10) school days after receipt of the Superintendent's decision, or fifteen (15) days after filing the grievance with the Superintendent, submit his grievance in writing to the Board of Education. This written grievance shall be addressed to the Board through the Superintendent and shall include, in addition to the written materials considered by the Superintendent, a written statement of the basis for dissatisfaction with the Superintendent's decision.

If the grievant, in his appeal to the Board of Education, does not request a hearing, the Board may consider the appeal on the basis of the written statements submitted. The Board may request the submission of additional written material or it may conduct a hearing on the matter. When additional written materials are requested, copies thereof shall be submitted to the adverse party who shall have the right to reply thereto.

The Board of Education shall make a determination within thirty (30) school days of receipt of the grievance and shall notify the grievant and all parties of interest of their decision.

8. Level Five

Binding Arbitration is instituted if the decision of the Board is not accepted by the Association beginning September, 1989.

9. Miscellaneous Provisions

- a. All parties of interest may be present at all hearings concerning the grievance.
- b. All hearings shall be held in private and shall include only the parties of interest and such representation as each is entitled to under the provisions of this agreement and the law.
- c. All time lines in this article may be extended by mutual agreement of the parties.

WORK YEAR

ARTICLE IV

1. The work year will consist of 182 work days (September 1 to June 30).
2. The work day shall be four runs or the equivalent time, between the approximate hours of 7:00 a.m. to 9:00 a.m. and 2:00 p.m. to 4:00 p.m.
3. Drivers who are called in to work beyond their assigned four (4) hours will be guaranteed a minimum of one (1) hours pay.

DRIVER EMPLOYMENT

ARTICLE V

A. Driver Assignments

Routes and buses shall be assigned by the Administration but driver shall be granted the opportunity to state their preferences for assignments.

B. Activity Runs

Drivers shall have the opportunity to sign-up for activity runs and assignment shall be on a rotating basis. A mutually agreed upon plan will be provided the personnel.

The sign-up list shall be posted in the driver's lounge.

C. Field Trips

Bus drivers who sign-up shall be assigned on a rotating schedule based on the coordinator's judgment of their ability to perform the assignment.

The sign-up list shall be posted in the driver's lounge.

Three (3) days advance notice will be given for all field trips whenever possible.

Should the coordinator exhaust the sign-up sheet and still be in need of a driver for a field trip, the coordinator may assign a driver from the sign-up list. The assigned driver is permitted one (1) refusal per month.

In the event that the sign-up list is exhausted, the coordinator may assign another contract driver, but each driver is permitted only two (2) refusals per month.

D. Contracted Runs With Other Districts

In the event that Northern Burlington services other school districts for regular home to school transportation, the drivers shall be compensated on a per diem basis at a negotiated figure for the additional time required to complete the assignment.

The drivers agree to service the contracting districts at the negotiated figure at a time that may require the driver to make an additional trip from his/her home to the bus parking area a maximum of six times during the school year.

It is understood that if the contracting school's schedule requires a driver to make a special trip from his home to N.B.C.R. on more than six occasions during the school year, the rate of compensation for the seventh and subsequent trips on a special time schedule shall be at a rate of \$3.00 per diem above the usual per diem rate.

E. Route Vacancies

All vacancies shall be posted five (5) days prior to permanent filling and the driver applicant with the most seniority shall fill the vacancy.

In an effort to avoid so called "dominoe effect" only a total of three drivers, based on seniority, will be permitted to fill vacancies occurring as a result of an employee's termination, retirement, etc. or as a result of adding additional runs after the beginning of the school year.

F. Reduction in Force

When reduction in force occurs, such reduction will be on a seniority basis for all drivers who have completed two or more consecutive years of contract employment as abus driver. However drivers with less than two (2) years of consecutive contract employment will be rified before any who have been placed on the seniority list.

Rified drivers who had completed two or more consecutive years of employment prior to RIF shall be entitled to recall rights according to the following procedure:

1. Drivers shall be eligible for recall for a period of two years from the date of RIF.
2. Drivers shall be eligible for recall beyond the limitation stated in # 1 by remaining on active substitute driver status.
3. Seniority shall establish order of recall.
4. Notice of recall shall be mailed via certified mail to the employee's last address appearing on the records of the school district.
5. The recalled employee shall respond within two weeks of receipt of notification regarding his/her intention to return to active employment.
6. Failure to reply as outlined in # 5 above or failure to accept re-employment offered shall result in forfeit of seniority and all rights to recall.
7. Recalled drivers shall be given full credit on the salary scale for previous full-time driving service at N.B.C.R.

G. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any driver such rights as he may have under New Jersey laws and regulations. The rights granted to drivers hereunder shall be deemed to be in addition to those provided by law.

H. Just Cause Protection

No driver shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

LEAVES OF ABSENCE

ARTICLE VI

- A. All ten-month employees are entitled to ten (10) days of accumulative sick leave each year.

Any driver who uses three (3) or less sick days in any year will accumulate an additional two (2) sick leave days.

- B. Temporary non-accumulative leaves of absence with full pay shall be granted by the Board with the approval of the administration as follows:
1. Three (3) days at any one time and per occurrence in the event of death of the spouse, child, parent, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, or grandparents.
 2. Three (3) days of leave for personal, legal, religious, business, household, or family matters which require absence during school hours. Application to the administration shall be made twenty-four (24) hours in advance, except in case of emergency.
 3. Three (3) days per year in the event of serious illness of spouse, child, parents.

No personal leave will be granted the day before or after a holiday.

Unused personal days shall be accumulated from year to year. Maximum available personal days in any given year will be five (5).

No more than two (2) drivers may be granted personal leave on any one day. Leave shall be granted to the first two people who apply.

4. Other leaves of absence may be granted by the Board for good reasons.

C. Jury Duty

The salary paid to such employee shall be the difference between jury pay and the average daily earnings of such employee.

D. Leaves Without Pay

Leaves without pay must be approved by the administration and the Board.

E. Extended Leaves Without Pay

Extended leaves without pay will only be considered for employees who have completed three (3) full years of service to the district. Such leaves, if granted, shall terminate on September 1 next following the school year during which the leave was granted unless the Board and the employee mutually agree otherwise.

F. Drivers returning from an extended leave of absence that does not exceed ninety (90) days, shall be assigned to their original run held prior to their leave.

BENEFITS

ARTICLE VII

A. Medical Insurance

1. The Board will pay the premium of the New Jersey Blue Cross and Blue Shield (Rider "J" inclusive) as required by the Plan in force. Usual Customary Rates (UCR), Prevailing Fee, and Comprehensive Plan 365 (per admission, all conditions) under the laws of the State of New Jersey, at the going family rate.
2. The Board will pay the premium of the New Jersey Blue Cross and Blue Shield Major Medical Program as provided by Hospital Service Plan of New Jersey (NJBC) Plan and Medical-Surgical Plan of New Jersey (NJBS) Plan, at the going family rate.
3. The terms, conditions, rules and limitations as provided for by the contracts of the insurance and underwriting companies will govern.

B. Dental Insurance

1. The Board will pay the premium of the New Jersey Blue Shield Dental Program, at the going family rate, for complete "100+ Program". This program includes Preventive/Diagnostic Services and Treatment/Therapy Services and the following riders: Treatment Services Plus, Prosthodontics, Periodontics, Orthodontics, Inlays/Crowns, and Oral Surgery.
2. The terms, conditions, rules and limitations as provided for by the contracts of insurance and the underwriting companies will govern.

C. Prescription Plan

The Board will pay the premium of the New Jersey Blue Cross one (1) dollar co-payment Prescription Plan for the employee and family.

D. Medical Benefits After Retirement

An employee, who after 20 years of continuous service to N.B.C.R. and who retires into the Public Employment Retirement System, shall receive medical benefits for employee only following the below stated schedule:

1989-90	1990-91	1991-92
2 years	2 years	3 years

MISCELLANEOUS

ARTICLE VIII

A. Pay Schedule

1. Employees shall be paid in accordance with Salary Schedule A, hereto attached on a semi-monthly basis.
2. The Board will reimburse the employee \$26.00 (maximum) for the renewal of the N.J. Bus Drivers License.

B. Notice of Resignation

Employees resigning shall give two (2) weeks notice.

C. Notice of Re-employment

Employees shall be notified of their contract and salary status for the next year ordinarily no later than May 15.

D. Payment for Unused Sick Leave

1. A payment of a 1/2 day pay, per contract pay, will be made to employees for all unused sick days after working in the district for ten (10) years upon retirement, not to exceed \$1,000.
2. An employee who uses "0" days sick in a year will receive \$250.00 in one lump sum.

An employee who uses one (1) sick day in a year will receive \$200.00 in one lump sum.

An employee who uses two (2) sick days in a year will receive \$100.00 in one lump sum.

E. Past Practice

The terms and conditions of employment shall be those covered by this Agreement. These terms and conditions shall remain in effect for the term of this Agreement.

F. Copies of Agreement

The Board agrees to provide a copy of this Agreement for each transportation employee. The cost of said provision to be shared equally by the Board and the Drivers Association.

G. If any provision of this Agreement or any application of this Agreement to any bus driver is held to be contrary to law, then such provision or application shall be deemed invalid.

H. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement during its duration.

I. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing; if by the Association, to the Superintendent, if by the Board, to the President of the Bus Drivers' Association.

J. This Agreement shall be effective as of July 1, 1989 and continue in effect until June 30, 1992.

SALARY GUIDES

Step	1989-90	1990-91	1991-92
1	\$5,900.00	\$6,350.00	\$6,830.00
2	\$6,150.00	\$6,600.00	\$7,080.00
3	\$6,400.00	\$6,850.00	\$7,330.00
4	\$6,650.00	\$7,100.00	\$7,580.00
5	\$6,900.00	\$7,350.00	\$7,830.00
6	\$7,150.00	\$7,600.00	\$8,080.00

7	\$7,500.00	\$7,950.00	\$8,430.00
8	\$8,075.00	\$8,230.00	\$8,730.00
9	\$8,525.00	\$8,805.00	\$9,010.00
10	\$8,775.00	\$9,255.00	\$9,585.00

LONGEVITY

11	\$9,500.00	\$10,280.00	\$11,100.00
16	\$9,800.00	\$10,580.00	\$11,400.00
21	\$10,100.00	\$10,880.00	\$11,700.00

The Vocational/Technical Run driver will receive a stipend of \$500.00 in the second paycheck in December, and a stipend of \$500.00 in the final paycheck in June due to additional requirements of the Vocational/Technical School Calendar.

ACTIVITY RUNS

1989-90	1990-91	1991-92
\$17.50 per run	\$18.00 per run	\$18.50 per run

All runs will be on a rotating basis where administratively possible.

FIELD TRIPS, INSPECTIONS, SAFETY SEMINARS

1989-90	1990-91	1991-92
\$10.00 per hour	\$11.00 per hour	\$12.00 per hour

Van Drivers for Special Education runs will be paid a stipend of \$125.00 in the second paycheck in December, and a stipend of \$125.00 in the final paycheck in June.

DEFINITIONS

Seniority: As the length of service as a driver for the N.B.C.R. School District.

A seniority list will be provided to the Association President by May 30 of each school year in this Agreement.

Seniority shall be continued to be accrued during paid leaves of absence.

Agency Fee: If a driver does not become a member of the Association during any school year, said driver will be required to pay a representation fee to the Association equal to 85% of the regular membership dues.

The purpose of this fee will be to offset the driver's per capita cost of services rendered by the Association as majority representative.

The Board will deduct the representation fee in the same manner as dues are deducted from members of the Association.

It is the intent of both parties to comply with all State and Federal Titles and Civil Rights Laws.

The Association will hold the Board harmless in any legal action taken.

RATIFICATION

The Board of Education and the Association have caused this Agreement to be signed by their respective Presidents and included in the official minutes of the Board of Education proceedings.

THE BOARD OF EDUCATION OF THE NORTHERN BURLINGTON COUNTY REGIONAL SCHOOL DISTRICT.

By: _____ Date: _____

THE NORTHERN BURLINGTON COUNTY REGIONAL BUS DRIVERS' ASSOCIATION

By: _____ Date: _____