

BORDENTOWN REGIONAL SCHOOL DISTRICT
BORDENTOWN, NEW JERSEY 08505

2004-2005

2005-2006

2006-2007

TRANSPORTATION ORGANIZATION
NEGOTIATED AGREEMENT

ARTICLE I
RECOGNITION

The Board of Education of the Bordentown Regional School District in the County of Burlington hereby recognizes the Bordentown Regional Transportation Organization as the majority representative for collective negotiations concerning the terms and conditions of employment for all transportation personnel including drivers and aides.

ARTICLE II
NEGOTIATIONS PROCEDURES

- A. The parties agree to enter into collective negotiations in good faith in an effort to reach agreement on matters concerning the terms and conditions of employment of the transportation personnel.

When an agreement is reached on the terms and conditions of employment, it shall be embodied in writing and signed by the authorized representatives of the Board of Education and representatives of the transportation organization.

- B. During negotiations, the Board and transportation personnel may present relevant data concerning points of view and may make proposals and counterproposals. It is agreed that once a proposal is made by either party, no new additional topics will be made the subject of negotiations unless they are agreed to by both parties.
- C. The negotiating representatives of either party shall be designated solely by the party they represent. Transportation representatives shall consist of two (2) drivers and one (1) aide and shall be elected at the beginning of a contract and remain as representatives for the duration of the agreement. A representative can be removed at any time by a majority vote of the association.
- D. Both parties mutually pledge that their representatives shall be endowed with all necessary power and authority to make proposals, consider proposals and made counterproposals in the course of negotiations. It is understood that final ratification of all items contained within the tentatively agreed upon contract must then be ratified by a majority of the group represented by the negotiators of the transportation organization and by a majority of the Board of Education.

Both parties agree that during the period of negotiations, information or publicity regarding the negotiations will consist of a joint statement.

ARTICLE III
INDIVIDUAL GRIEVANCE PROCEDURE

Transportation personnel shall have the right to appeal through administrative channels the application of policies and administrative decisions affecting his/her employment. With respect to any personal grievances, the individual shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting any appeal.

- A. Transportation personnel who have a grievance shall discuss it first with the Transportation Coordinator in an attempt to resolve the matter informally at that level.
- B. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, s/he shall set forth his/her complaint in writing to the Business Administrator. The Business Administrator shall communicate his/her decision to the employee in writing within three (3) school days of receipt of the written complaint.
- C. The employee may appeal the Business Administrator's decision to the Superintendent. This appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the Business Administrator and the Transportation Coordinator and shall confer with the concerned parties. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the employee and the Business Administrator.
- D. The employee may appeal the Superintendent's decision to the Board of Education. This appeal to the Board of Education must be made in writing and must set forth the grounds upon which the grievance is based. The Board of Education shall request a report on the grievance from the Superintendent and the Business Administrator and shall confer with the concerned parties. The Board of Education shall attempt to resolve the matter as quickly as possible, but within a period not to exceed thirty (30) days. The Board of Education shall communicate its decision in writing, along with supporting reasons, to the employee, the Superintendent and the Business Administrator. The decision of the Board of Education is final.

ARTICLE IV
RESPONSIBILITIES

A. SUPERVISION AND WORK ASSIGNMENT

1. All Bordentown Regional Transportation employees covered by this agreement are directly supervised by the Transportation Coordinator.

B. WORK SCHEDULE

1. The work year shall be 180 days - calendar to be based on school or district assignment. Two (2) additional required workshop days each year may be scheduled by the Transportation Coordinator and will be paid at extra pay rate. Mandatory workshops will not be scheduled on holidays or holiday weekends. Eight (8) week notice will be given for all mandatory workshops.
2. Regular contracted work day shall be 4 hours/day for drivers; hours for transportation aides will be based on need. The schedule for aides will be assigned by the Transportation Coordinator.
3. Drivers and aides for summer work will be selected based on seniority from those requesting it. In case of emergency, other drivers may be called to fill in.

C. MISCELLANEOUS - ALL RUNS SCHOOL YEAR

1. The seniority list will be reviewed annually by the coordinator and presented to the Association.
2. On the last Monday in August of each school year, all contracted bus runs will be posted and bid on according to seniority. It is each driver's responsibility to attend the route selection meeting in August. Only legitimate absences that would be permitted during the work year will be excused, vacation not being one. If a driver must be absent, it will be his/her responsibility to have another driver pick their desired run. If no pick arrangement or call out is made, the absent driver or drivers will be assigned the last remaining run or runs by the transportation supervisor. Openings after the beginning of the school year will be assigned by the transportation coordinator.
3. On the last Monday in August and immediately preceding the route picking meeting, a wheelchair lift orientation will be given to all drivers/aides. The orientation will be given by the transportation supervisor or his/her designee. It is understood that the driver or the aide may be responsible for lift operation during any given run. A make up orientation will be scheduled as soon as possible for any drivers or aides not in attendance that day.
4. Drivers whose runs are not scheduled on a specific day shall, upon request, be called to substitute. These drivers shall be paid at substitute rate.
5. Drivers whose run is cancelled due to student absenteeism shall report for the regular work day and will be assigned work by the transportation coordinator.
6. In the event a trip or late run cannot be covered by voluntary sign up, the last five (5) contracted drivers hired after 6/30/04 will be selected on a rotating basis to cover said trip/run. It will be the transportation supervisor's responsibility to maintain the rotating work list.

D. BUS OPERATORS - DAILY RESPONSIBILITIES

1. Report, allowing sufficient time to check vehicle according to mandates, and be on time for scheduled pull out.
2. Sweep out bus daily.

3. Attend all meetings called by the State Department of Education (Transportation), County Superintendent Transportation Coordinator, Business Administrator or Superintendent.
4. Follow only those routes and stops approved by the Board of Education and County Superintendent of Schools.
5. Complete State mandated daily checklist.
6. Any mechanical problem must be reported to the Mechanic immediately on an approved work order form.
7. All disciplinary problems must be reported, on a provided form, to the Building Principal or designee of the school which the student attends within 24 hours of the occurrence.
8. Any accident, regardless of how minor, involving a vehicle or a passenger on any vehicle, must be reported in writing to the Transportation Coordinator immediately upon arriving back at the parking lot. Forms are provided in the Transportation office. No bus directly involved in an accident is to be removed from an accident scene until an investigation is made by the proper police authorities and their permission is granted to move the bus.
9. Smoking is not permitted on the bus at any time.
10. A daily transportation report will be kept on a form provided and will include miles and tenths for runs and the school(s) involved.
11. Fuel bus at ½ tank or as assigned.

ARTICLE V
BENEFITS

A. SICK AND PERSONAL LEAVE (FULL-TIME EMPLOYEES)

1. Twelve (12) days sick leave.
2. Three (3) days personal leave.
 - a. Personal leave is to be taken for personal business that can be done only during work time.
 - b. Request for approval shall be submitted in writing to the Transportation Coordinator at least twenty-

four (24) hours in advance for personal days. No more than two (2) drivers may have requests granted for any given day. No personal days are permitted during the first five (5) days of school nor during the last five (5) days of school.

- c. Paid personal days will not be granted on days immediately preceding or following scheduled holidays; also will not be granted at a time when absence seriously hinders the operation of the school or services to students.
3. Three (3) days personal leave for illness in the immediate family. Immediate family shall mean spouse, parent, child, brother, sister, grandparent, mother/father-in-law, brother/sister-in-law, daughter/son-in-law and other blood relatives living in household.
 4. Up to five (5) days personal leave per occurrence for death in the immediate family.
 5. Sick leave may be accumulated in unlimited amounts.
 6. Unused personal leave days will be converted to available sick days.
 7. All accumulated sick days will go to the employee's estate in the event of the death of the employee.
 8. Pay for unused sick leave upon retirement or leaving the system:
 - a. An employee hired before June 30, 1993, will have the following formula:
 - (1) 0 - 50 days = \$25/day
 - (2) 51 - 125 days = \$35/day
 - (3) 126 days+ = per-diem rate/dayPer diem rate shall be $1/240^{\text{th}}$ for twelve-month contracts, $1/180^{\text{th}}$ for ten-month contracts.
 - b. An employee hired after June 30, 1993, will have the following formula:
 - (1) Reimbursement is \$20 per day.
 - (2) Only days accumulated over twenty-five (25) are eligible.
 - (3) Payment for unused sick leave will be a maximum reimbursement of \$2,500.
 9. The Board shall pay any association member who has perfect attendance during a contract year \$300.

Perfect attendance will include all days except death in the immediate family, one (1) family illness day, and person days taken for religious reasons.

B. HEALTH INSURANCE

Full-time (at least 20 hours/week) transportation personnel shall have the option of obtaining through the Board of Education at the Board's expense the following insurance coverage:

1. The Board shall provide to eligible employees and their dependents, at no cost to the employee, the State Health Benefits Plan (SHBP) insurance package.
2. Employee Dental Insurance - Transportation personnel may receive dependent coverage at the employee's expense.

C. CLOTHING ALLOWANCE

Each driver and aide is eligible for up to a \$200 allowance every three years at the beginning of the contract to be used for the purchase of a windbreaker and a winter weight jacket. Two different styles in school colors will be provided by the transportation coordinator or business administrator. Orders will be placed through the Business Administrator, and the district will be billed directly. Any employee ordering outerwear must wear one of the two jackets while on duty given appropriate weather conditions. Any employee hired after July 1 of the second year of the contract must wait until a new contract is negotiated in order to receive a jacket.

ARTICLE VI
OTHER TERMS AND CONDITIONS

A. EMPLOYMENT

1. A substitute driver can gain driver seniority at the rate of two (2) years of substitute driving work equaling one (1) year of seniority, provided the substitute has worked at least 90 days per year. The seniority is accrued when a regular contract is accepted. All years served as a bus driver will be directly accrued. Aides do not accrue driver seniority, but accrue seniority as aides at the same rate as a driver. Years served within the transportation department in a position which requires a bus driver's license will accrue seniority at the rate of one (1) year = one (1) year of driving seniority. In all cases, initial placement on the guide at the time of employment will be at the discretion of the Board of Education.

2. The Board of Education shall repay all fees levied on drivers by the state for testing, upgrades, renewals, fingerprints (every four years) and license after a driver has been employed for sixty (60) days.
3. A physical examination shall be required of all new employees and every two years thereafter as required by law. Employees will have the option to have the physical done by the school physician, at Board expense, or they may choose a doctor of their choice and pay the applicable fee charged by their insurance carrier and will not be reimbursed by the Board for any charge or co-payment involved. A T.B. test will be administered at the Board's expense as required.
4. The Hepatitis Series will be offered to all transportation employees at the Board of Education's expense.
5. Reduction in force will be accomplished on a seniority basis.
6. Fifteen (15) calendar days termination notice is required by either party.
7. Any motor vehicle violation is the responsibility of the driver, and further action will be taken in accordance with Section B. All motor vehicle fines for incomplete/incorrect paperwork for which the driver is responsible will be assessed to the individual driver.
8. An aides' seniority list will be established for mid-day, extra or summer work and shall have no bearing on regular contracted runs. This list shall apply only when all factors are viewed as equal in the eyes of the administration. The Transportation Coordinator and Business Administrator will have the right not to grant a mid-day, extra or summer run to an aide who chooses it from seniority and is not suited for the run.

B. SUSPENSIONS

Up to three (3) days suspension without pay may be given to any driver for the following:

1. Speeding: All drivers are to follow the posted speed limit.
2. Failure to obey any other State or local traffic regulations in or out of the District.

3. Changing stops and/or routes previously approved by the Board of Education and County Superintendent without the express permission of the Board of Education.
4. Failure to renew license as required by State Statutes. Also, a failure to comply with any other directive from the Board of Education, Superintendent, and/or Business Administrator.

C. WORKING CONDITIONS

1. All extra runs must be posted no later than 9:00 a.m. on the morning of the event whenever possible, unless it is an emergency situation, and all drivers given the opportunity to sign up for the work. Runs will be assigned on the basis of seniority to drivers under the twenty (20) hour per week straight time extra pay limit whenever possible. All mid-day runs, whether contracted or not, will count toward the twenty (20) hours. Seniority lists developed by the operators' unit will be used for the purpose of run assignment, selection, etc.
2. Failure to report for an extra run may result in ineligibility to sign up for extra work for a minimum of one month. Repeat violations will result in ineligibility for the remainder of the school year. Extenuating circumstances will be reviewed individually.

ARTICLE VII
SALARIES

A. HALF-DAYS

On half-days when drivers and aides are required to return in addition to their AM/PM run, pay shall be at contracted hourly rate prorated for actual time worked, after a guaranteed minimum of one hour.

B. EXTRA PAY

Extra pay shall be paid for all hours worked over and above four hours per day for runs other than contracted runs. Drivers will report fifteen (15) minutes early for High School runs and thirty (30) minutes early for Clara Barton, Peter Muschal, MacFarland and runs after school hours.

C. ADDITIONAL DAYS

Driver's regular runs are scheduled for 180 days in accordance with the Bordentown school calendar. Driver's whose out of district schools are open on days when Bordentown is closed will be paid for a full day at their daily rate provided they work at least three (3) hours. Hours less than three (3) will be paid at the driver's hourly rate for actual time worked. Drivers choosing an out of district run are required to work all days necessitated by calendar differences.

D. EXTENDED SCHOOL YEAR SPECIAL EDUCATION RUNS

Runs for special education extended school year programs will be paid at regular contracted rate.

E. SCHEDULE OF PAYMENTS

1. Drivers will be paid on the same schedule as all other employees; every other Friday.
2. Extra pay will be paid every other Friday providing proper vouchers have been filed on time and these must be approved by the Transportation Coordinator and Business Administrator.

F. MISCELLANEOUS

1. Drivers in training (for license and learning runs) will receive Federal minimum wage per hour during this period. Regular contracted drivers serving as new driver trainers will receive their regular contracted rate for all training runs.
2. Drivers for extra pay runs will be paid one (1) hour for any extra work which is cancelled after the bus driver's arrival. If drivers/aides report to work as scheduled and school is cancelled or delayed upon their arrival, they will be paid one (1) hour contract rate pay.
3. Time is to begin fifteen (15) minutes prior to start of the run. Contracted runs scheduled for more than four (4) hours are to be paid at the contract rate.

4. Unpaid leave:
 - (a) Thirty (30) calendar days' notice is required for an unpaid leave.
 - (b) An unpaid leave is considered an absence and not counted toward seniority when it exceeds ninety (90) days in a school year.
5. Any job vacated for ninety (90) days will be filled by a contract.
6. If a regular contracted driver on an out-of-district approved bonus pay run is pulled off his/her run due to an administrative decision, said driver will not lose the bonus pay.
7. Contracted substitute drivers will be placed on the appropriate step of the salary guide.

SALARY GUIDES 2004-2007

<u>STEP</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
DRIVERS			
1	\$13,295	\$13,675	\$14,055
2	\$13,415	\$13,795	\$14,175
3	\$13,535	\$13,915	\$14,295
4	\$13,655	\$14,035	\$14,415
5	\$13,775	\$14,155	\$14,535
6	\$13,895	\$14,275	\$14,655
7	\$14,015	\$14,395	\$14,775
8	\$14,135	\$14,515	\$14,895
9	\$14,255	\$14,635	\$15,015
10	\$14,375	\$14,755	\$15,135
11	\$14,495	\$14,875	\$15,255
12	\$14,615	\$14,995	\$15,375

AIDES

1	\$7,380	\$7,560	\$7,740
2	\$7,560	\$7,740	\$7,920
3	\$7,740	\$7,920	\$8,100
4	\$7,920	\$8,100	\$8,280
5	\$8,100	\$8,280	\$8,460
6	\$8,280	\$8,460	\$8,640

	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
*EXTRA PAY	\$14.25/hr.	\$14.50/hr.	\$15.00/hr.
NON-CONTRACT/ AIDE RATE	\$9.50/hr.	\$9.50/hr.	\$9.75/hr.
**SPECIAL ED. BONUS	\$5.90/day	\$5.90/day	\$6.00/day

*Includes substitutes, field trips, sports runs, mail run, garage, and mid-days other than contracted runs.

**Will be paid only for Special Education runs without an aide. Runs will be reviewed individually to determine eligibility for Special Ed. Extra pay.

The Peter Muschal and Clara Barton School Kindergarten runs will be included in the driver's regular contract, giving each of said drivers a five (5) or six (6) hour per day contract. Pre-K runs will be included in aides' regular contract, giving each of said aide a five (5) or (6) hour per day contract.

Summer School - Guaranteed a minimum of 1-1/2 hours pay or 3 hours per day for two assignments.

Drivers are eligible for \$150 longevity increment after 11, 15, 20 and 25 years of service in the District. Aides are eligible for \$100 longevity increment after 11, 15, 20 and 25 years of service in the District.

DURATION OF AGREEMENT

IN WITNESS WHEREOF, the Board of Education of the Bordentown Regional School District has caused this agreement to be signed by the representatives of the Bordentown Regional Transportation Association.

The provisions of this agreement are binding on all parties for a period of three (3) years, July 1, 2004 through June 30, 2007.

THE BOARD OF EDUCATION
OF THE
BORDENTOWN REGIONAL SCHOOL DISTRICT
IN THE
COUNTY OF BURLINGTON

By: _____
Pauline Glenn, Board President

By: _____
Peggy A. Ianoale
School Business Administrator/Board Secretary

By: _____
Randy Jackson, Representative
Transportation Organization

By: _____
Gilbert Wilens, Representative
Transportation Organization

By: _____
Barbara Parmigiani, Representative
Transportation Organization

Date: _____