

Contract no. 1550

1550

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MORRIS HILLS REGIONAL DISTRICT
BOARD OF EDUCATION

MORRIS HILLS REGIONAL DISTRICT
BOARD OF EDUCATION
AND
MORRIS HILLS REGIONAL DISTRICT
SCHOOL BUS DRIVER'S ASSOCIATION
JULY 1, 1990 THROUGH JUNE 30, 1993

TABLE OF CONTENTS

Preamble	1
I Recognition.....	1
II Negotiation Procedure.....	1
III Board Rights.....	1-2
IV Salaries.....	2
V Increments and Route Assignments.....	2-3
VI Contract.....	3
VII Fringe Benefits.....	3-5
VIII Seniority.....	5-7
IX Safety and Health.....	7
X Grievance Procedure.....	8-10
XI Meetings.....	10
XII Miscellaneous.....	10-12
XIII Duration of Agreement.....	12
XIV Sick Leave.....	12
XV Personal Days.....	13
Schedules:	
Exhibit A - Salary Guide [1990/1991, 1991/1992, and 1992/1993].....	13-14
Exhibit B - Hourly Rates [1990/1991, 1991/1992, and 1992/1993].....	14/15
Ratification.....	15

Preamble

This agreement entered into this _____ by the Morris Hills Regional District, the County of Morris, New Jersey, hereinafter called the Board and the Morris Hills Regional District School Bus Driver's 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 of the following bus driver personnel:

- A.M. - run = five days a week
- P.M. - run = five days a week
- A.M./P.M. - run = five days a week

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 employees proposals in writing prior to the start of negotiations. The time and place of meeting shall be set by mutual consent.

C. The parties agree to enter collective negotiations over a successor agreement according to the time table established by the Public Employment Relations Commission.

ARTICLE III BOARD RIGHTS

A. The Board of Education, subject only to the express provisions of this agreement, reserves to itself all rights 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 sub-contract for goods and services.
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 turned in prior to the p.m. run 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 Staff other than the way it was handed in.

D. Time and one-half will be paid for weekend trips [the Saturday and Sunday following the Monday through Friday], when weekly hours [Monday through Friday to 12 midnight] equals or exceeds 35 hours. Driver will be credited 15 hours for a full run and 7 1/2 hours for a half run.

E. Time and one-half will be paid for legal holidays [example - Postal holidays] when school is not in session.

ARTICLE V INCREMENTS AND ROUTE ASSIGNMENTS

A. All contracted drivers shall be eligible for yearly increments provided they come under contract and started on or before January 31st. of the preceding school year and receive a satisfactory evaluation.

B. Contract renewal and run assignments shall be issued each year by the Transportation Coordinator and Administration with the driver performance and safety records as guidelines, except for good reason, contracted drivers will have preference in retaining their current run for the next school year.

C. If a driver's contracted bus route has been changed from the previous school year, the driver will receive a copy of the new route [to be included in the extra work letter] and this will be postmarked at least one week prior to the Bus Driver's meeting in August.

ARTICLE VI CONTRACT

A. No driver shall obtain tenure.

B. A driver who starts, completes, or partially completes his/her 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 school and transporting them along the prescribed route to their assigned stops.

C. It is the driver's responsibility to notify the Transportation Office of any change in address or telephone number. If the employee cannot be contacted due to the fault of the driver, the provisions of this article become void.

D. Regular runs [contracted to and from school] must be run as assigned by the prescribed route until such time as changed by the Transportation Coordinator. Driver's are not permitted to change route times or prescribed routes on their own. Safety hazards or time problems must be brought to the attention of the Transportation Office as soon as possible.

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 Article XIV and Article XV, 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/her own physician at his/her own expense; however the Board 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/her decision will be binding and expenses shared on a 50-50 basis. If the employee is examined for a bus driver's physical by their own physician, the Transportation Office must be supplied with a copy of said physical.

C. District plan for hospitalization and major medical shall be provided, free of cost, to all drivers who average 20 or more hours per week. Drivers will be credited 15 hours for a full run and 7 1/2 hours for a half run.

1. The Board shall pay the premium for Dental coverage to all drivers who average 20 or more hours of driving per week. The rates, up to the following, for the duration of contract are >

	90/91	91/92	92/93
a. single	20.25	22.68	27.22
b. family	61.67	69.07	82.89

Drivers must qualify for hospitalization / major medical coverage to be eligible for dental coverage. Also, bus drivers who are employed in another position and eligible for hospitalization, major medical and dental coverage in that position are not eligible for additional coverage under this provision as a bus driver.

2. Drivers who are employed in other capacities and are eligible for health-care insurance shall receive one policy and not separate policies for each position.

3. After fifteen [15] years of service and upon retirement under the Pension Plan [P.E.R.S.], a sick leave retirement allowance shall be paid in a lump sum payment within thirty [30] days after the retirement or later if requested by the retiree. The sick leave shall be compiled as follows:

one [1] days pay for every four [4] days of accumulated unused sick leave at the time of retirement. Such allowance shall not exceed two thousand dollars [\$2,000] per retiree.

D. Bus drivers who are employed in another position and eligible for a retirement allowance in said capacity, shall not qualify for an additional retirement allowance under this provision.

E. The Board of Education shall accept requests for unpaid, extended leaves of absence and shall comply with statutes, court decisions and agency rulings regarding such leaves of absence.

1. Drivers who return from an unpaid, extended leave of absence shall retain his/her seniority rights; however, the time of leave shall not be computed in determining seniority.

ARTICLE VIII SENIORITY

A. The seniority of each contracted bus 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 refused to take his/her proper turn will be charged as having taken it, and the roster will continue, 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 drivers room for the duration of the contract year and will show the trip schedule five days in advance of all field trips and also display a permanent seniority roster.

4. Only the Transportation Coordinator or Transportation Secretary shall be authorized to make any changes on the board.
5. Athletic runs, activity runs and all extra non-contracted van and bus runs shall be forwarded to the drivers. Said work shall be selected on a seniority basis, one driver at a time and assigned by the Transportation Coordinator.
6. One three [3] days notice, drivers assigned to permanent athletic, activity and van runs shall have the option to take a field trip, providing the Transportation Coordinator can secure a qualified substitute.
7. A driver will not give up assigned extra work in order to sign up for a more lucrative run that becomes available. In situations when a driver is assigned more than one [1] piece of extra work, said driver will relinquish either piece of extra work.
8. The Transportation Coordinator shall develop separate trip rosters for: [1] New York City and Philadelphia, [2] Evening trips departing on or after 9:00 p.m. with a 4 hour minimum, [3] Weekdays, and [4] Weekends.
9. Errors made by the Board of Education whereby requiring a greater number of drivers that are necessary for a trip, the drivers who are not needed shall be paid as though they actually drove the trip.
10. The Transportation Coordinator shall strictly adhere to the trip roster rotation.
11. Any driver who cannot fulfill an assignment after acceptance must notify the Transportation Coordinator at least 24 hours before the trip is scheduled to depart. Any driver who has been assigned a field trip on the roster and who does not keep his/her assignment without prior notification, will miss a turn. The first offense will constitute one [1] turn missed on the roster, the second offense will constitute a driver being skipped for the week on the roster. In the event of an emergency, the driver must notify the Transportation Office as soon as possible. The Business Administrator will review the nature of the emergency and determine whether adequate reason exists. Trips which are assigned within

24 hours of departure time are exempt from this provision.

12. Any field or athletic trip which is cancelled through the Transportation Office after a driver starts for the assignment will cause the driver to receive show-up pay.
13. Drivers assigned to field trips or athletic trips, other than those which immediately follow regularly contracted runs, must arrive at the designated loading area at least five [5] minutes prior to the posted departure time.
14. An extra duty roster will be maintained and available, setting forth extra runs, [athletic and activity runs, kindergarten, Vo-Tech, beauty culture, Flex, etc.]. The same shall be on a seniority rotation as the extra work becomes available. Those drivers interested in working such extra duty shall advise the Transportation Coordinator or designee of their availability, the Transportation Coordinator or designee shall place a telephone call to the most senior person on a rotating basis who has indicated availability.

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 it's 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, as part of their contractual obligation, shall attend at least two [2] safety meetings per year. Safety meetings shall be scheduled at various times and dates throughout the year.

D. The driver shall be responsible for the cleanliness of the interior of the vehicle. The vehicle must be swept after each run or trip by the driver.

E. The driver must use a lap belt at all times while operating a District vehicle as per New Jersey Administrative Code 6:21-11.5, and shall not leave keys in the ignition of an unattended vehicle and shall obey all Motor Vehicle laws. Non-compliance with rules after a warning shall subject drivers to disciplinary action up to and including dismissal.

ARTICLE X GRIEVANCE PROCEDURE

All contractual 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, designated person of his/her own choosing, or present his/her 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 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 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 with seven [7] school days of the alleged occurrence, to the School Business Administrator.
5. Step three:
If the aggrieved driver is not satisfied with the disposition of his/her grievance at step two, or if no decision has been rendered with seven [7] school days after presentation of the grievance, he/she may refer it to the Chief School Administrator.
6. Step four:
If the aggrieved driver is not satisfied with the disposition of his/her grievance at step three, or if no decision has been rendered with ten [10] school days after the grievance was received by the Chief School Administrator, 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/her grievance at step four, or if no 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 decision. The party shall be than 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 the arbitrator's services shall be borne equally by both parties. Any other expenses shall be paid by the party incurring same.

D. Miscellaneous:

1. No meetings or hearings under this procedure shall

be conducted in public and shall include only such parties of interest.

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 driver's 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. If the drivers are requested to stand by, when emergencies occur, they will be paid at the lay-over pay rate.
3. 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 contracted daily salary.
4. Contracted drivers, a.m. and p.m.; or a.m. and p.m.; [to include early dismissals or emergency closings], will not be allowed to book off in order to drive for another carrier.
5. The Transportation Coordinator shall select a qualified individual for the purpose of driver training. The trainer will be paid at the approved rate.
6. When the 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.

7. All contracted a.m. substitute drivers must report to the Transportation Office no later than 6:30 a.m. or be docked for the a.m. run.
8. Final decision for aborting a field trip or athletic trip due to weather conditions shall rest with the Transportation Coordinator or School Business Administrator.
9. With the aid and assistance of drivers, a narrative is to be written by the driver of each field trip and then will be typed and put in a field trip folder for the use of all drivers.
10. The Transportation Secretary must post lay-over pay on the bulletin board when one school closes earlier than another.
11. All drivers are to have a blood pressure check administered by the School Nurse, once during the school year, or more frequently as determined by the School Nurse.
12. 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.
13. Each driver is to conduct a walk-through check of his/her bus at the end of each run to check for vandalism. Any sign of damage to seats or to the vehicle is to be reported immediately to the Transportation Coordinator so that appropriate action may be initiated against the group on the run where the vandalism occurred.
14. If the schools have issued I.D. cards, the driver is to periodically ask each student boarding the bus to show his/her I.D. card. Students who do not have an I.D. card or refuse to show his/her card will not be permitted to board the bus.
15. The Board of Education reserves the right to use coaches with State Drivers Licenses to an from athletic events when supply of other drivers is exhausted.
16. Gas money, toll money and parking money shall be advanced to drivers before a trip departs and receipts returned thereafter.
17. For trips between local schools or fields within the four [4] municipalities of the District and the municipalities listed no 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. Municipalities included in this provision are:

Mountain Lakes, Parsippany, Dover, Mine Hill and Randolph.

18. If a driver returns after 2 a.m. following a run, he/she will be paid for their a.m. contracted run which will be handled by another driver, providing proper notification has been given to the Transportation Office, prior to the a.m. run.

19. Drivers shall retain a postponed field trip if the trip takes place the next day, provided it occurs within the same roster, and the driver does not have another conflicting assignment.

ARTICLE XIII DURATION

A. This agreement shall not be extended orally and it is expressly understood that it shall become effective on the date indicated.

B. This agreement shall be from July 1, 1990 through June 30, 1993.

ARTICLE XIV SICK LEAVE

A. Any person who is steadily employed on a full-run basis by the School District shall be allowed 10 sick days leave in any school year. Any person who is steadily employed on less than a full-run basis shall be allowed to accrue sick leave at the proportionate rate which his/her service bears to the total allotment of 10 sick days per year.

B. Any a.m. driver must notify the Transportation Coordinator between 6:30 and 6:45 to report absence due to illness.

Any p.m. driver must notify the Transportation Coordinator one hour before pull-out time to report absences due to illness.

Any driver who fails to give proper notification will not be eligible to charge his/her sick time for such absence and the daily contract rate will be deducted from his/her pay.

C. When an employee returns to work following sick leave, he/she will complete and sign a form which states: "This report will verify my absence of [dates] was as reported and my sick days shall be charged accordingly."

ARTICLE XV PERSONAL DAYS WITH PAY

A. Each bus driver may request up to three [3] days for death in the immediate family. [Husband, wife, father, mother, son, daughter, sister, brother, husbands parents, wife's parents, grandparents and any other member of the immediate household are herein defined as "immediate" family.]

An additional two [2] days may be granted in the event of death to the drivers spouse, or the drivers spouse's parents for postmortem arrangements when the responsibility falls upon the driver.

B. Two [2] days may be requested for approved religious holidays.

C. Two [2] personal days may be granted: one [1] 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. Unpaid extensions of personal leave may be applied for through the Chief School Administrator, whose decision shall be final and binding and not subject to grievance.

E. Drivers out on a personal day will be permitted to cover his/her extra work on day of said leave. However, the driver should indicate at the time of submitting application for personal leave whether or not he/she will cover his/her extra work.

F. Personal days as outlined in Section C of this article, which are not used during a given year, will be added to an employee's sick leave.

EXHIBIT A

1. Any driver with at least three [3] or more complete school years with the Morris Hills Regional District will automatically move to the top of the salary guide.

2. All drivers will receive a nine and one-half percent [9.5%] salary increase for 1990/1991, and a nine percent [9.0%] salary increase for 1991/1992, and a nine percent [9.0%] salary increase for 1992/1993.

3. The salary minimum and maximum for a.m. run five [5] days a week, p.m. run five [5] days a week and a.m./p.m. run five [5] days a week are as follows:

	1990/91	1991/92	1992/93
Minimum			
[a.m. or p.m.]	\$2,525.00	\$2,750.00	\$3,000.00
[a.m. & p.m.]	\$5,050.00	\$5,500.00	\$6,000.00
Maximum			
[a.m. or p.m.]	\$4,020.00	\$4,380.00	\$4,775.00
[a.m. & p.m.]	\$8,040.00	\$8,760.00	\$9,550.00

4. Non-ambulatory driver rate is as follows:

	1990/91	1991/92	1992/93
	\$400.00	\$440.00	\$480.00

EXHIBIT B

BUS DRIVERS TRIP RATE GUIDE

	1990/91	1991/92	1992/93
Field trips and Trainer [hourly rate]	\$13.40	\$14.50	\$15.70
Round trips between schools, etc. flat rate [Mon.-Sun.]	\$30.00	\$32.00	\$34.00
Overtime BEYOND TWO HOURS will be paid at the field trip rate.			
	1990/91	1991/92	1992/93
N.Y.C./Phila hourly rate	\$15.25	\$16.50	\$18.00
*Activity & Athletic	\$17.25	\$18.75	\$20.25
Court Appearance	\$ 7.50	\$ 7.50	\$ 7.50
Show-up	\$10.00	\$10.00	\$10.00

Mechanical Breakdown	\$ 7.75	\$ 8.00	\$ 8.00
Lay-over pay	\$ 7.75	\$ 8.00	\$ 8.00

Special Runs - Vo-Tech, Beauty Culture, Flex, Shuttle, Work Study:

	1990/91	1991/92	1992/93
	*\$19.00	*\$20.00	*\$21.00

*One hour is minimum base pay.

Hourly rates for field trips to be computed on ten-minute intervals based on the following fractional schedule:
 1hr. 1m to 1hr. 10m--1.166, 1hr. 11m to 1hr. 20m--1.333,
 1hr. 21m. to 1hr. 30m--1.5, 1 hr. 31m. to 1hr. 40m--1.666, 1
 hr. 41m to 1 hr. 50m--1.833, 1 hr. 51m to 2 hr.--2.0, 2hr.
 1m to 2 hr.10m--2.166 [and so forth].

This agreement has been ratified by the Morris Hills Regional District Board of Education and the Morris Hills Bus Drivers Association.

For the Morris Hills Board of Education:

_____ President of Board
 _____ Board Secretary

For the Morris Hills Bus Drivers Association:

_____ President
 _____ Secretary

