

RECOGNITION

NEGOTIATION OF A SUCCESSOR AGREEMENT

EMPLOYEES' RIGHTS . .

BOARD'S RIGHTS

GRIEVANCE PROCEDURE

SENIORITY AND JOB **AGREEMENT**

WORK DAY **between the**

BOARD OF EDUCATION OF SOUTH PLAINFIELD, NEW JERSEY

PERSONNEL RECORDS

and

SOUTH PLAINFIELD SMALL VAN DRIVERS ASSOCIATION

EXTENDED LEAVES OF * * * * *

PAID HOLIDAYS

MEDICAL **July 1, 1995 through June 30, 1998**

VACATION

DUES DEDUCTION/REPRESENTATION FEE

SALARIES

CONTINUING EDUCATION

MISCELLANEOUS

DURATION OF AGREEMENT . .

THIS AGREEMENT is entered into this ____ day of _____ 1995, by and between the BOARD OF EDUCATION OF SOUTH PLAINFIELD, NEW JERSEY, hereinafter called the "Board", and the SOUTH PLAINFIELD SMALL VAN DRIVERS ASSOCIATION, hereinafter called the "Association".

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the majority representative and thereby as the exclusive representation for collective negotiations concerning the terms and conditions as permitted by law of small van drivers employed by the Board on a regular basis, but excluding substitute drivers and all other employees.

B. Unless otherwise indicated, the term "employees" when used hereinafter in this Agreement shall refer to all personnel represented by the Association in the negotiating unit as above defined, and reference to male employees shall also include female employees where the text herein so requires.

ARTICLE II
NEGOTIATION OF A SUCCESSOR AGREEMENT

A. Negotiation of a successor agreement shall commence no later than the date established by the regulations of the Public Employment Commission. The Association agrees to present to the Board its proposals for the successor agreement a reasonable time prior thereto.

B. Any agreement negotiated shall apply to all members of the negotiating unit, shall be reduced to writing and, if approved by the parties, shall be signed by them.

C. The Board agrees that subject to any determinations by P.E.R.C. as to representation of the employees in the unit it will not negotiate terms and conditions of employment relating to such employees with any organization other than the Association, for the duration of the Agreement.

ARTICLE III
EMPLOYEES' RIGHTS

A. Nothing contained herein shall be interpreted as being intended to deny or restrict to any employee such rights as he may have under the New Jersey Laws or other applicable laws and regulations.

B. Only those unit members who are employed for twenty (20) or more hours per week shall be entitled to those benefits contained in Articles XI, XII, XIII, XIV and XV.

C. Subject to the provisions of Article IV, the Board of Education agrees that unit members shall not be suspended or dismissed for conduct relating to job performance and responsibility without just cause.

D. The Association shall have access to ditto and copying machines in the Administration Building with permission of their immediate supervisor. Cost of copies shall be borne by the Association.

ARTICLE IV BOARD'S 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.

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, transfer and retain employees covered by this Agreement within the School District, or to suspend, and to demote, discharge, or take other disciplinary action against employees;
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;
6. to take whatever other actions may be necessary to accomplish the mission of the School District in any situation.

ARTICLE V
GRIEVANCE PROCEDURE

I. DEFINITIONS:

- A. Employer - The Board of Education of South Plainfield Public Schools, South Plainfield, New Jersey.
- B. Employee - School employee who is presenting grievance.
- C. Grievance - Any claimed violation of the existing Agreement.
- D. Supervisor - Person on a higher level of authority who assigns and supervises the employee who is presenting the grievance.
- E. Next Level of Supervision or Supervisor's Superior - Business Administrator.

II. PROCEDURE

A. Step 1 - Oral Grievance to Immediate Supervisor

- 1. The employee shall present his/her grievance orally to his/her immediate supervisor.
- 2. The immediate supervisor shall discuss the grievance with the employee, or make any necessary investigation or consultations on an informal basis.
- 3. Within five (5) working days after presentation of grievance, the immediate supervisor shall make his/her decision and communicate the same to the employee in writing.

B. Step 2 - Written Grievance to Immediate Supervisor, Employee Representative, and Next Level of Supervision

- 1. If the employee is not satisfied with the decision by his/her immediate supervisor, he/she may, within the following five (5) working days, request a review and a determination of his/her grievance in writing to the next level of supervision. The written request for review shall specify: the facts constituting the grievance; the nature and extent of any injury, loss or inconvenience claimed; the specific clauses in the Agreement which are claimed to be involved; the results of previous discussions; the dissatisfaction with any decision previously rendered.
- 2. The supervisor's superior may, or at the request of the employee shall, hold a hearing within five (5) working days after receiving the written request for review. The employee may appear at the hearing and present oral statements or arguments.

3. Within five (5) working days after the close of hearing or within ten (10) working days after grievance has been submitted to him/her if there be no hearing, the supervisor's superior shall make his/her decision and communicate same to employee in writing.

C. Step 3 - Hearing with Superintendent

1. If the employee is not satisfied with the Step 2 decision, he/she may request review and a determination of his/her grievance in writing of the Superintendent. Such written request for review shall be delivered to the Superintendent no later than five (5) school days after receipt of the Step 2 decision. The written request for review shall contain the material set forth in the Step 2 written request for review and shall, in addition, specify the dissatisfaction with the Step 2 decision. The Superintendent may, or at the request of the employee shall, hold a hearing within ten (10) working days after receiving the written request for a review. The employee may appear at the hearing and present oral statements or arguments. The Superintendent will make his/her decision and communicate same to the employee in writing within ten (10) working days after the hearing, or receipt of the request for review, whichever date is later. The issues presented to the Superintendent at the hearing will be limited to those set forth in the request for review made at Step 2.

D. Step 4 - Written Grievance to Board of Education

1. If the employee rejects the decision at Step 3, he/she, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request within five (5) school days to the Board of Education.

2. The Board of Education will render a decision within thirty-five (35) working days from the receipt of all information and notify the employee of such decision.

E. Limitations as to Step 4 Grievance

1. No claim by an employee shall constitute a grievable matter beyond Step 3 or be processed beyond Step 3 if it pertains to:

- (a) Any matter for which a procedure for review is prescribed by law.
- (b) Any rule or regulation of the State Commissioner of Education.
- (c) Any existing by-law of the Board.

F. Step 5 - Binding Arbitration

1. If the employee does not accept the disposition of his/her grievance at Step 4 and

wishes review by a third party and the claim pertains exclusively to violation of any provisions of this Agreement, he/she shall notify the Board through the Superintendent within five (5) school days of the receipt of the Board's decision. An employee, in order to process his/her grievance beyond Step 5, must have his/her request for such action accompanied by the written recommendation for such action by the Association.

2. In order to secure the services of an arbitrator, a request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The parties shall then be bound by the Rules and Procedures of the Public Employment Commission in the selection of an arbitrator.

3. The decision of the arbitrator shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act by the Board prohibited by or violative of any law, or which is violative of the terms of this Agreement. As his power is limited to matters involving the application of the terms of this Agreement, grievances must be resolved within the terms of this Agreement and the arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or to establish or change any wage rate. The arbitrator shall not, in any case, have power to rule on any issue or dispute which is within the coverage of Paragraph E above, or which is not a grievable matter under this Article V or is so specified under the provisions of this Agreement or any decision provided by this Agreement to be made in the discretion of the Superintendent or the Board. The decision of the arbitrator shall be final and binding on all parties.

4. Each party will bear the total cost incurred by itself. The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and they shall be shared equally.

G. Miscellaneous

1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of the grievance.

3. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

4. The employee shall have the right to present his/her grievance through a representative of his/her own choosing; provided, however, the Association has the right to be

present and state its position in writing at all hearings with the unit employee and employer at Step 2 and above.

ARTICLE VI
SENIORITY AND JOB SECURITY

A. Seniority under this Agreement shall mean service by appointed employee in the School District which acting as regularly employed small van drivers.

B. Employees affected will be given two (2) weeks notice of layoff caused by staff reduction.

C. Employees will be laid off according to inverse order of seniority.

D. Employees will be rehired in the order of their seniority.

E. (1) Prior to utilizing an outside contractor to perform routes that could be performed by unit members, the Board agrees to meet with the Association leadership to discuss the decision and to consider the Association's input concerning whether such work could be performed by unit members.

(2) Should drivers be needed during their employment hours to perform additional tasks, said tasks will be done without additional compensation. Additional assignments shall be compensated and be awarded by seniority. Every effort shall be made to increase an existing driver's employment hours up to eight (8) hours per day before seeking an alternative means of fulfilling the need. The rationale for any adverse decision shall be disclosed to the Association.

(3) The Association recognizes, however, that the Board retains the ultimate authority to determine whether the work will be performed by the outside contractor or unit members.

ARTICLE VII
WORK DAY

A. The work day shall consist of those hours as determined by the Board.

B. Any employee called in to work outside the regularly scheduled hours will be guaranteed a minimum of two (2) hours call-in time. Employees called in to work before their regular work day commences and who work into their regular work day or who are required to stay after their regular work day ends shall not be entitled to receive any minimum call-in time. To the extent possible, drivers will be furnished a scheduled, subject to revisions necessary due to changed circumstances.

- C. Time and one-half (1-1/2) shall be paid after forty (40) hours are worked in any week.
- D. Employees will be entitled to a daily twenty (20) minute coffee break to be scheduled by the bus transportation supervisor. It is expressly understood that the coffee break will be scheduled so as not to interfere with any duties, including driving or delivery duties.
- E. Van Drivers will be guaranteed two (2) days for test runs with pay prior to the opening of school in September.
- F. Beginning July 1, 1995, unit members shall be entitled to one (1) professional (in-service) day in each year of the agreement.

ARTICLE VIII
METHOD OF PAYMENT

- A. Payment shall be made based upon the number of hours worked up to the cutoff period for submission of payroll sheets to the Payroll Department.

ARTICLE IX
PERSONNEL RECORDS

- A. The employee shall have the right, upon reasonable request and notice, to review the contents of his/her personnel file in the Personnel Office.
- B. The employee shall be entitled to have a representative of the Association accompany him/her during such review.

ARTICLE X
SICK LEAVE

- A. As of July 1, 1983, all twelve (12) month employees shall be entitled to twelve (12) cumulative sick leave days each year and all ten (10) month employees shall be entitled to ten (10) cumulative sick leave days each year, as of the first official day of the school year.
- B. Notwithstanding the provisions of Paragraph A above, if the employee resigns during the school year, his/her sick leave days for that year shall be calculated at one (1) day for each full month's service in the school year of resignation.
- C. Upon qualified P.E.R.S. retirement during the life of this Agreement a full-time Van Driver shall be entitled to a payment for accumulated sick leave on the basis of twelve dollars (\$12.00) per day so accumulated.

D. Upon termination of employment a Van Driver shall be entitled to eleven dollars (\$11.00) per day for each accumulated sick day.

E. A Van Driver who exhibits perfect attendance (excluding death in the family) shall be compensated at the rate of three hundred dollars (\$300.00) per year.

ARTICLE XI
TEMPORARY LEAVES OF ABSENCE

A. As of September 1, 1975, unit employees shall be entitled to four (4) days non-accumulative temporary leaves of absence per year, as follows:

1. Up to two (2) days with pay may be granted for serious illness in the immediate family (husband, wife, children, and other members of the same home; father, mother, brothers and sisters, grandfather and grandmother, father-in-law and mother-in-law).

2. Up to two (2) days with pay may be granted for each death of the following: husband, wife, children and other members residing in the same home: father, mother, brother, sister, grandfather, grandmother, father-in-law or mother-in-law.

B. As of December 21, 1976, employees shall be entitled to one (1) non-accumulative personal day with pay per year for one of the following reasons:

1. Marriage in the immediate family.
2. Graduation exercises of the employee or his/her spouse or children.
3. Required appearance in court.

Any personal day request is subject to the following conditions:

- (a) At least three (3) school days notice shall be given in requesting a personal day. Lacking such notice the absence will be considered unauthorized and the employee's pay will be deducted at the daily rate. Deduction of salary may be waived in cases of emergency.
- (b) Personal day will not be granted the day immediately preceding or following a vacation, except in case of emergency approved by the Superintendent of Schools.
- (c) The Superintendent of Schools in the best educational interests of the School District is entitled to deny any request for the above day.

(d) Personal leave for other than the above reasons shall require the Superintendent of Schools' written consent before said leave is taken.

C. As of July 1, 1991, employees shall be entitled to one additional personal day with pay per year.

ARTICLE XII EXTENDED LEAVES OF ABSENCE

A. Maternity Leave

A van driver requesting maternity leave shall obtain an official maternity leave request form. Said form shall be returned to the Superintendent as soon as possible, but no later than thirty (30) days prior to the maternity leave commencement date stated therein, except as otherwise indicated by employee's doctor. The Board may request the school Medical Director to review the dates as stated by the van driver and her physician on the request form provided. If there should exist a disagreement between the Medical Director and the van driver's physician with respect to the ability of the van driver to perform her duties, a third physician mutually acceptable to the Medical Director and the van driver's physician shall be requested to render his final and binding determination. The length of the leave shall be determined by the Board, generally not to exceed six (6) months after the birth of the child.

B. Adoption

A van driver adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

ARTICLE XIII PAID HOLIDAYS

A. 1994/1995 School Year

Employees will be entitled to receive the following holidays with pay:

1. Two (2) days - N.J.E.A. Convention
2. Christmas Day, New Year's Day, Memorial Day
3. Ten (10) additional holidays with pay, such holidays to be jointly agreed upon.

ARTICLE XIV
MEDICAL BENEFITS

A. Employees will receive Connecticut General Hospitalization and Major Medical type insurance coverages, according to their family status. A prescription plan shall also be available. The Board shall not change the insurance carrier or carriers, or change the same without first consulting with the Association.

B. The level of benefits for the coverages in Paragraph A above, shall be as follows:

1. Provisions of the health-care insurance program shall be detailed in master policies and contracts, and they shall include Connecticut General (U.C.R. Plan), Rider J, Major Medical and a five dollar (\$5.00) co-pay prescription plan. The Board agrees to explore mail order generic prescriptions in an attempt to achieve lower rates.
2. The Major Medical deductible shall be \$300 single/\$600 family.
3. Effective with the 1995/96 school year, after a covered employee has attained \$3,000 covered expenses in a calendar year in excess of the amount of major medical deductible, benefits for him/her will be payable at the rate of 100% for the remainder of the calendar year. This represents an increase from the present \$2,000 to \$3,000 for 100% coverage.

C. Effective July 1, 1983, a full family dental plan shall be provided by the Board as detailed in master policies and contract.

ARTICLE XV
VACATION

A. Each twelve-month (12-month) employee will be entitled to two (2) weeks' vacation with pay after one (1) year's service; three (3) weeks' vacation with pay after five (5) years' service; and four (4) weeks' vacation after ten (10) years' service. Vacations may not be carried over the following year.

ARTICLE XVI
DUES DEDUCTION/REPRESENTATION FEE

A. Determination of Fee

Prior to the beginning of each academic year, the Association will notify the Board of the amount of the regular membership dues, initiation fees and assessments charged by the

Association to its own members for the academic year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

B. Deduction and Transmission of Fee

1. Notification

Once during each academic year the Association will submit to the Board a list of those employees who have not become members of the Association for the then current academic year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below.

2. Payroll Deduction Schedule

The Board will deduct the representation fee from the paychecks paid to each employee on the aforesaid list during the remainder of the academic year in question.

3. Termination of Employment

If an employee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the academic year in question.

4. Mechanics

The mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. New Employees

Representatives of the Association shall receive upon request a written list of names, job titles and dates of employment of any new employees.

C. Indemnification

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.

ARTICLE XVII
SALARIES

A. (1) The hourly rate earned by an employee for the 1995-96, 1996-97 and 1997-98 school years shall be:

	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
0 to 5 years	\$12.82	\$12.82	\$13.01
6 to 10 years	\$14.09	\$14.09	\$14.30
11 to 15 years	\$15.73	\$15.73	\$15.97
16 years and over	\$16.53	\$16.53	\$16.78

(2) Employees hired before July 1, 1995 shall continue to receive their increments pursuant to existing practice. Employees hired after July 1, 1995 shall receive their increments on the anniversary dates of their hire.

B. (1) Longevity (cumulative) will be paid each year as per the following guide to employees hired before July 1, 1995:

10 years	\$270.00
15 years	385.00
20 years	500.00

(2) Employees hired after July 1, 1995 shall not be entitled to longevity payments.

C. Extra Stipends - Van Drivers will receive one and one-half (1½) time their regular daily rate of pay for the following:

1. All Field Trips which occur after the normal school runs have been completed.
2. All delivery of Board envelopes which occur in the evening.
3. Sundays and days recognized in Article XIII, Section A as paid holidays.

The above shall guarantee:

- (1) A minimum of two (2) hours stipend pay.
- (2) A ten dollar (\$10.00) food allowance will be provided for Field Trips

when applicable.

- D. License fees for drivers shall be paid by the Board.
- E. Probationary salary will be one dollar (\$1.00) less per hour than the basic starting salary in each year. After satisfactorily completing ninety (90) days of service a new driver will move to the basic starting salary in each year.
- F. Those van drivers not recalled into employment on a regular basis shall be placed on a preferred substitute list. Such substitutes shall be paid at the regular rate of pay.
- G. When training is required by the employer and directed by the employer an employee will be paid his/her salary for participating in that training.
- H. Any employee who is called for Jury Duty shall be paid his/her regular salary less whatever amounts he/she is paid for such duty. This will in no way be included in his/her vacation.

ARTICLE XVIII CONTINUING EDUCATION

A tuition reimbursement fund of \$5,000.00 will be available each year of this Agreement (non-accumulative) for courses approved by the Superintendent and the Supervisor that are job related. These funds will also be available for use in the District Adult School.

ARTICLE XIX MISCELLANEOUS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. This Agreement incorporates the entire understanding of the parties on all issues covered and provided for herein, or which could have been covered and provided for herein, and during the term of this Agreement, neither party shall be required to renegotiate concerning said issues for the period covered herein.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XX
DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1995, and shall continue in effect until June 30, 1998.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and their corporate seals to be placed hereon, all on the day and year first above written.

SOUTH PLAINFIELD SMALL VAN
DRIVERS ASSOCIATION

BOARD OF EDUCATION OF
SOUTH PLAINFIELD, NEW JERSEY

By: Cathy Feeney
President

By: Leon Alboresana
President

Attest:

Attest:

Kathleen Murano
Secretary

[Signature]
Secretary