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03-90

AGREEMENT

BETWEEN

BOARD OF EDUCATION

OF THE

NORTHERN BURLINGTON COUNTY

REGIONAL SCHOOL DISTRICT

Board of Education

AND THE

NORTHERN BURLINGTON COUNTY REGIONAL

BUS DRIVERS ASSOCIATION

K 1981-82

LIBRARY
Institute of Management and
Labor Relations

OCT 8 1981

RUTGERS UNIVERSITY

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 problem 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 20 school days of the occurrence complained of shall be deemed to constitute an abandonment of the grievance.
3. In the event a grievance is filed after June 1st, 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.

a. Level One

An employee with a grievance shall first discuss it with the Transportation Coordinator, either directly or through the Association's designated representative(s) 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.

b. 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.



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.

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.

3. 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 regular work year shall consist of no more than two (2) days in excess of the student days. Drivers required to work in excess of these days shall be paid at the contract rate per day.
- 2. The work day will be three(3) or four (4) runs or as stated in each driver's contract.

DRIVER EMPLOYMENT

ARTICLE V

A. Driver Assignments

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

Drivers with the most seniority shall have preference for basic contracts which pay a salary differential.

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 provide personnel.

C. Field Trips

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

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 \$5.00 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 a so called "domino 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 a bus 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.

1. 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.

LEAVE OF ABSENCE

ARTICLE VI

- A. 1. All ten-month employees are entitled to ten (10) days of accumulative sick leave each year.
- B. Temporary nonaccumulative 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 hours in advance, except in case of emergency.

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

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.

3. 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.

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 premiums for Major Medical coverage as provided by the Health Services, Inc., Medical Indemnity of America, Inc. (Blue Cross-Blue Shield Association).
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 said premium for the employee only for the existing plan with the New Jersey Dental Services Plan.

2. At the option of the employee, family coverage may be provided, with the employee paying through payroll deduction, the differences between the premium for single coverage and the premium for family coverage.
3. The terms, conditions, rules, and limitations as provided for by the contracts of the insurance and underwriting companies will govern.



MISCELLANEOUS

ARTICLE VIII

A. Pay Schedule

Employees shall be paid in accordance with Salary Schedule A, hereto attached on a semi-monthly basis.

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 15th.

D. Payment for Unused Sick Leave

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 years upon retirement not to exceed \$1,000.



II. 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, 1981 and shall continue in effect until June 30, 1982.



1981-82

ACTIVITY RUNS

	<u>3 Runs</u>	<u>Van</u>	<u>4 Runs</u>
<u>Steps</u>			
1	\$3625	\$4100	\$4375
2	\$3875	\$4350	\$4625
3	\$4125	\$4600	\$4875
4	\$4375	\$4850	\$5125
5	\$4625	\$5100	\$5375
6	\$4875	\$5350	\$5625

1 \$600 above maximum for Master Driver

A Master Driver is one who was on the maximum step of the salary guide in the previous contract year.

LONGEVITY INCREMENTS

1. Drivers who have completed ten (10) full contract years of service will receive an additional \$100 in their contract salaries for the 11th - 15th years of service.
2. Drivers who have completed fifteen (15) full contract years of service will receive an additional \$100 in their contract salaries for the 16th - 20th years of service.
3. Drivers who have completed twenty (20) full contract years of service will receive an additional \$100 in their contract salaries for years of service beyond twenty (20).

ACTIVITY RUNS

\$9.25 per run on a rotating basis where administratively possible.

INSPECTION

\$6.50

TRIPS

\$6.00 per hour

\$3.00 per trip will be deducted toward sub covering regular run.
On trips of more than 8 hours, no sub pay deduction will be made

Master Driver Association

President, Board of Education

Date

Date

