

4-8800

AGREEMENT

BETWEEN

HOLLAND TOWNSHIP BUS DRIVERS' ASSOCIATION

AND

HOLLAND TOWNSHIP BOARD OF EDUCATION

R. D. 4, Box 168

Milford, NJ 08848

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JULY 1, 1982

TO

JUNE 30, 1984

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ARTICLE I

RECOGNITION

A. UNIT

The Board of Education hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all their respective personnel employed by the Board.

B. DEFINITION OF EMPLOYEE

Bus Driver Under Contract. Unless otherwise indicated, the term "employee" when used hereinafter in the Agreement shall refer to all employees in the negotiating unit represented by the Association as above defined and reference to male employees shall include female employees.

ARTICLE II

NEGOTIATION PROCEDURE

The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.A.C. 19:12-2.1 in a good faith effort to reach agreement concerning the terms and conditions of the members' employment. Such negotiations shall not begin later than the first full week in November of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all members as defined in Article I, Recognition, be reduced to writing, be signed by the Board and the Association.

1. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The respective negotiating committees for the Association and the Board shall consist of no more than four (4) representatives for any given session. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

2. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, ratified by the Association membership, and adopted by the Board.

3. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.

4. 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.

3. If the grievance is not resolved to the grievant's satisfaction he may request within fifteen (15) school days, a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board or a Committee thereof shall review the grievance, hold a hearing with the grievant and/or his representative if requested within seven (7) school days and the Board shall render a decision with reasons in writing within fifteen (15) school days of the review or hearing. If this falls at the termination of the school year the period allowed shall not exceed fifteen (15) calendar days.

4. Any grievance not resolved to the satisfaction of the grievant or grievants in the Third Step of the grievance procedure may be submitted to arbitration within fifteen (15) calendar days after receipt of the Third Step answer. The parties will be bound by the rules and procedures of the American Arbitration Association. The only grievances which may be arbitrated are those based upon an allegation that there has been a violation of the terms of this Agreement as it relates to this Article Section A, with the exception of issues relating to Board policy which shall be excluded from binding arbitration.

5. The arbitrator shall hold hearings promptly and shall issue his decision not later than twenty (20) calendar days from the date of the close of the hearings, or from the date of receipt of final statements or proofs. The arbitrator's decision shall be in writing and shall set forth his finding of fact, reasoning and conclusions only on the issues submitted.

6. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall be limited to the issues submitted to him and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from, the Agreement between the parties. His decision shall be final and binding on both parties. No grievant or member of the Association shall have the right to refuse a directive from the Superintendent or Administration until the grievance has been properly determined.

7. All costs for the services of the arbitrator shall be borne equally by the Board and the Association except a transcript of the hearing shall be borne by the party requesting the transcript.

D. MISCELLANEOUS

1. Those meetings and hearings pertaining to the grievance procedure shall be conducted in closed session and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

2. The above time limits on any step may be extended or reduced by mutual agreement.

3. Within the grievance procedure no where shall it be interpreted that the Board or Administration has relinquished legal prerogatives.

proper form and secure the required number of drivers by the following selection procedure:

a. Initially, the selection sequence will be from the driver with the most seniority down to the driver with the least seniority. As many drivers as needed will be asked to make the runs until the required number are secured (e.g., 5 drivers may be asked in order to obtain 2).

b. Subsequent runs will be distributed starting with the drivers who have been offered the least number of runs, again working from the driver with most seniority down to the driver with least seniority. This procedure insures that all drivers are given an equal chance to the extra runs available.

c. If no driver elects to accept a run, then that run may be taken by a driver on a seniority basis without losing his/her position on the rotating schedule.

3. Seniority is based solely on continuous length of service. Approved leaves of absence, with or without pay, will not constitute a disruption in time counted toward calculation of "continuous length of service."

4. New drivers who start in the middle of a year will be "charged" with as many extra runs as the highest number offered to any driver to that date (e.g., if some drivers have been asked to drive 4 times and others 3, the new driver will be "charged" with 4 runs). Thereafter when all drivers have been asked 4 times, the new driver will not be in line for the next extra run, but must wait until all drivers (who have more seniority) have been asked for a 5th run.

5. Overtime records will not carry over from one school year to the next.

6. Drivers will mark the appropriate yes/no box and initial the form so there can be no question as to whether or not the driver had been asked to take the run.

7. Drivers with contracted 3rd daily runs will be carried on the overtime list, but it is understood that they cannot take any run that interferes with their regular runs. In this case, where the conflict is obvious, it is not necessary to have the driver initial the form, the Bus Supervisor can do it.

ARTICLE VII

SICK LEAVE

1. Personal Illness

All members covered under this contract who are steadily employed by the Board shall be allowed ten (10) full days of sick leave with full pay in any school year. All days of such minimum sick leave not utilized in that year shall be accumulative to be used for additional sick leave as needed in subsequent years.

2. Funeral Leave

In event of the death of a near relative, time off up to a maximum of four (4) consecutive calendar days will be granted without loss of pay. In any event the day following burial shall be granted as the final day of such leave. Near relatives consist of husband, wife, son, daughter, grandmother, grandfather, grandchild, father, mother, sister, brother, father-in-law, mother-in-law, and any other relative residing in the home of the employee.

3. Quarantine

An employee is expected to remove himself from contagion. Should an employee be absent because of quarantine by the Board of Health, no deduction in pay or sick leave shall be made.

4. Court

An employee who is required by law to attend court session as a subpoenaed witness or for jury duty, except in actions against the Board initiated by an employee, shall be allowed such absence without loss of pay or penalty. All reimbursement from the courts, excluding expenses for the above duty, will be paid to the Board Secretary.

5. Benefits

All benefits to which an employee was entitled at the time his leave of absence commenced, including unused sick leave, will be in effect upon his return and he shall be assigned to the same position which he held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

ARTICLE IX EMPLOYEE RIGHTS AND PRIVILEGES

1. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations.

2. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

3. Whenever any employee is mutually scheduled by the parties to participate during working hours in negotiating, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

4. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any/or all employee rights and/or Association rights and privileges, as defined in this Agreement, without just cause.

5. Employees who attend work-related workshops--not Association activities--shall suffer no loss in pay provided the Superintendent

provides pro rata returns as described in N.J.S.A. 34:13A-5.5c. The demand and return system shall include a provision by which persons who pay a representation fee in lieu of dues may obtain review of the amount returned through full and fair proceedings placing the burden of proof on the Association. If this demand and return system is not established or maintained during the life of this Agreement, then the Board shall not make the representation fee deductions. The Association agrees to make non-members aware of their legal rights of appeal and of the procedures available for such an appeal.

The Association shall indemnify and hold harmless the Board against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the Board in conformity with this Article.

BOARD RIGHTS

ARTICLE XI

1. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:

- a. to direct employees of the school district;
- b. to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees;
- c. to relieve employees from duty because of lack of work or for other legitimate reasons;
- d. to maintain efficiency of the school district operations entrusted to them;
- e. to determine the methods, means and personnel by which such operations are to be conducted, and
- f. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE XII

MISCELLANEOUS PROVISIONS

1. The Board shall carry out the commitments contained in this Agreement and give them full force and effect as a part of Board policy

2. Compliance between Individual Contract and Master Agreement:

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. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

ARTICLE XV

DURATION OF AGREEMENT

1. This Agreement shall be effective as of July 1, 1982 and shall continue in effect until June 30, 1984, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

SALARY GUIDE

	<u>School Year</u> <u>1982-83</u>	<u>School Year</u> <u>1983-84</u>
Daily Runs ¹	\$ 12.35	\$ 13.55
Longevity, after 15 years full-time employment, Daily Run Rate plus	.25	.25
Field Trips, per hour	6.50	6.50
Meetings, per hour ²	3.00	3.00

¹Two routes in morning or afternoon equal one run

²Meetings or instructional program called by Administration

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all to be effective as of July 1, 1982 and shall continue in effect until June 30, 1984.

By:

Ann Brown
Ann Brown, President
Holland Township Bus Drivers' Association

Edward J. Burdzy
Edward J. Burdzy, President
Holland Township Board of Education

Polly Krechel
Polly Krechel, Secretary
Holland Township Bus Drivers' Association

Dorothy Biggs
Dorothy Biggs, Bd. Sec./Bs. Mgr.
Holland Township Board of Education

Bob Dombloski
Bob Dombloski, Chief Negotiator
Holland Twp. Bus Drivers' Assoc.

Kenneth R. Vogel
Kenneth R. Vogel, Chief Negotiator
Holland Twp. Board of Education