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RUTGERS UNIVERSITY

AGREEMENT BETWEEN

RINGWOOD BOARD OF EDUCATION

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

LOCAL #153

(BUS DRIVERS)

X JULY 1, 1981 - JUNE 30, 1984

PREAMBLE

This agreement made and entered into on the 27th Day of October, 1981, by and between the Board of Education of Ringwood in the County of Passaic, hereinafter referred to as the "Board", and Office & Professional Employees International Union, Local #153 (Bus Drivers) hereinafter referred to as the "Union".

ARTICLE 1 - RECOGNITION

Section 1

The Board hereby recognizes the Office and Professional Employees International Union Local #153 as the exclusive and sole representative for collective negotiations concerning salaries, hours, and other terms and conditions of employment for all employes of the Board employed under the classification of School Bus Drivers.

Section 2

Unless otherwise indicated, the term "employee" when used in this Agreement refers to all persons represented by the Local #153 in the above defined negotiating unit, but excluding clerical and professional employees, custodial workers, confidential employees, craft employees, Police and Supervisors within the meaning of the Act, and substitute bus drivers.

Section 3

The Union shall furnish the Board with a list of its President, Vice President and stewards, and shall, as soon as possible, notify the Board in writing of any changes therein. Such notifications shall be sent to the Superintendent. No officer or steward shall be recognized by the Board until such written notification of such appointment shall be received by the Board from a duly authorized officer of the Union.

Section 4

The Board will furnish the Union with a list of the names, addresses, and hire dates of members of the unit once a year. Both parties agree to recognize and deal only with properly authorized Board or Union representatives with reference to matters pertaining to this contract.

ARTICLE IV - GRIEVANCE PROCEDURES

Section 1 - General Procedures

Definition: A grievance is defined as a complaint or dispute by an employee in the unit with the Board or any agent of the Board, with administration or supervisory authority over members of the unit, which dispute or complaint is that the employee has been treated unfairly, inequitably or improperly in terms of the application and interpretation of this Agreement.

- Step 1. In the event that any grievance should arise, the individual involved shall present the grievance within five (5) working days of occurrence of same informally to the Transportation Supervisor and every effort shall be made to resolve the grievance informally.
- Step 2. If no satisfactory resolution of the informal presentation of the grievance is reached within ten (10) working days, the employee may reduce the grievance to writing and shall submit the grievance in formal written form to the Transportation Supervisor within ten (10) days, who shall respond in writing to the written grievance and who shall forward copies of his response to both the Union and the Superintendent or designee. Failure of employee to submit written grievance within ten (10) working days, shall constitute abandonment of the grievance.
- Step 3. If no satisfactory resolution of a step 2 grievance is reached within ten (10) working days, the grievant or the Union may appeal the decision at Step 2 to the Superintendent or designee, who within ten (10) days shall notify in writing a specific date for a conference with the grievant to review the grievance. The Superintendent or designee shall then submit a written decision on the grievance to the grievant and a copy of this decision shall be forwarded to the Union.
- Step 4. If the aggrieved person is not satisfied with the disposition of the grievance at Step 3, the employee shall have ten (10) days to file written appeal to the Board or a committee of Board members designated by it. Said request shall be made in writing and copies simultaneously sent to both the Superintendent, Board of Education and the Union. The Board or Committee shall set a date for a hearing on the grievance.

ARTICLE V - CLASSIFICATIONS - CONTINUED

It is further understood that employees working less than 20 hours a week will also be exempted from the benefits of this contract pursuant to State Law.

ARTICLE VI - SENIORITY

Section 1

Seniority shall be based on the date a driver is hired or rehired and is considered qualified to start work. If more than one driver qualifies the same day, the driver application date will be used to determine seniority.

Section 2

Seniority shall apply to all regular Full-Time drivers only.

Section 3

All runs will be chosen according to seniority. It is understood by both parties that buses are not picked by drivers, but assigned to particular runs by the Transportation Supervisor. All final assignments plus changes in assignments during a school year, will be at the discretion of the Transportation Supervisor. However, these assignments will be made on a fair and equitable basis, and seniority will apply when applicable.

In the event that additional full-time work becomes available, part-time drivers and then current subs will be given first consideration for the available positions. If accepted, part-time drivers will be credited with seniority as follows:

Two- $\frac{1}{2}$ days worked - 1 day Seniority

180 days (360 $\frac{1}{2}$ days) - 1 Full Year

ARTICLE VII - WORK WEEK

Bus drivers will regularly work only between Monday and Friday. All regular full-time employees will work on the 180 days that school is in session, as per the school calendar adopted by the Board of Education. In the event it becomes necessary for the Board to change the work week, it is agreed the Union will be notified in advance and given the opportunity to discuss such changes.

Transportation of Special Ed. Students on Saturday or Sunday will be paid at the rate of time-and-one-half for hours worked.

ARTICLE XI - SICK & PERSONAL LEAVE

Section 1 - Sick Leave

A. Each employee shall receive ten (10) sick days per year, and those who work more than ten months shall receive an additional day for each extra month worked. Such sick days shall be credited on the first day of July for the term of this contract.

B. After completion of two full years as a driver and upon retirement or termination, any sick days accrued to that driver, up to a maximum of 100 days, shall be paid for by the Board at the rate of \$15.00 for each such day.

C. If any person requires in any school year less than this specified amount of days of sick leave with pay allowed, all days of such sick leave not utilized that year shall be cumulative to be used for additional sick leave as needed in subsequent years. However, no one may accumulate more than ten (10) days in one year.

Section 2 - Personal Leave

This section shall cover brief absences not chargeable to sick leave. The provisions for leave at full pay stated below shall be during one school year and no unused days shall be cumulative for use in another school year. All leave granted hereunder must be with prior approval of the Superintendent.

- (1) Death in the Immediate Family - An allowance up to five (5) days leave shall be granted for the following family members: father, father-in-law, mother, mother-in-law, spouse, child, brother, sister or any member of the immediate household. Three days will be allowed for the following: aunt, uncle, grandparent, sister- or brother-in-law.

No more than a cumulative total of three days are allowable for items A through C. Full pay will be deducted for all days in excess of three.

- A. Serious Illness in the Immediate Family - An allowance of up to three days leave shall be granted. (Immediate Family same as (1) above).
- B. Death of other Relative or Close Friend - An allowance of one day's leave shall be granted.
- C. Other Emergencies of Personal Nature -
 - a. Recognition of a religious holiday.
 - b. Court Appearance. (Up to two days)

ARTICLE XIII - FRINGE BENEFITS - CONTINUED

Section 2

Upon employment, the benefits described in Section 1, shall be made available to each newly employed member of the unit at the earliest possible registration date immediately following employment.

ARTICLE XIV - PROMOTIONS AND NEW POSITIONS

Section 1

In the event that any new positions in the field covered by the employees of this unit are opened up, whether promotional or otherwise, the following steps shall be taken in affording all presently employed the opportunity for competing for such positions:

1. Notice of all openings shall be posted in the Main School Bus Garage.
2. In posting such notices, complete and full details with respect to all qualifications, job specifications, and salary shall be included, when possible.
3. All employees in the unit shall have full and equal opportunities to compete for any such positions based on their being able to meet the required qualifications.

Section 2

All vacancies, promotional or otherwise, shall be awarded on the basis of qualifications. Seniority shall apply where appropriate.

ARTICLE XV - VISITATION RIGHTS

A representative or representatives of the Union shall have access to all employees in this unit during their non-working hours, but while still on District property for the purpose of adjusting grievances, negotiating the settlement of disputes, investigating working conditions and generally for the purpose of carrying into effect the provisions and aims of this Agreement. However, if there are apparent breaches of safety, the Board reserves the right to rescind this limited access immediately. The Union also agrees they will do nothing to impede the work of any member of the Bus Maintenance crew.

ARTICLE XIX - INTENT TO RETURN

A. All bus drivers will fill out one "Intent to Return" form prior to the end of the school year. This form will be filed with the Transportation Supervisor and express the driver's intent to return or not return for the next school year.

B. The Transportation Supervisor will send written notification to each driver filling out the above form no later than June 30 informing the driver of the Board's intent to rehire or not rehire the driver for the next school year.

C. Any driver not filling out the "Intent to Return" form or not responding to the Board's notification will be considered to be not interested in returning to work in the Ringwood School District.

D. The Back-To-School meeting for the drivers will be held on the Tuesday prior to Labor Day.

ARTICLE XX - EXTRA WORK

Sec. 1 - Extra Work consists of all work that is not regularly scheduled - late runs, field trips, bus parts, bus inspection, bus repairs.

Sec. 2 - Any driver interested in extra work will notify the Transportation Supervisor in writing within the first week of the school year.

A. Late Runs - Drivers will be listed on the Late Run List by seniority on desired day(s). Any driver desiring to do late runs after the first week of school will be added at the bottom of the list for the day(s) desired.

Late runs will be assigned from this list on a rotating basis. All drivers must accept their turn in the rotation or lose their turn to do any Field Trips unless excused by the Transportation Supervisor.

The driver's name will be removed from the Field Trip list at the discretion of the Transportation Supervisor if three (3) refusals occur in a month.

Late Runs will have a guarantee of 1½ hours.

B. Field Trips

1. In order to qualify for field trips all drivers must fulfill their obligations for late runs.

2. All drivers are obligated to complete their regularly scheduled runs before being assigned field trips - excluding kindergarten runs.

3. Drivers on seniority list, but not doing late runs, may do Field Trips if necessary to meet commitments to schools, and Field Trips list is exhausted.

ARTICLE XXIII - MISC.

Section 1

All Regular drivers (full-time and part-time) shall be paid semi-monthly. Subs will continue to be paid on a monthly basis.

Section 2

All employees hired after ratification of this Agreement may be granted up to but not more than two (2) years previous experience by the Board.

Section 3

All drivers are required to fill out a daily form as provided by the Transportation Supervisor and follow any other procedures and forms currently in use or as may be developed in the future for the proper operation of the Transportation System of the Ringwood School District.

Section 4

The regular hourly salary will be paid to each employee for the meetings called by supervisory personnel. Attendance by drivers at all meetings is mandatory and only those drivers excused by the Transportation Supervisor shall have an excuse for not attending any meeting.

Section 5

Trial runs for kindergarten routes are to be paid \$2.50 per hour, no more than four hours for any one driver as approved by the Transportation Supervisor. All other trial run hours will be done on driver's own time. Learning and payment for these runs are for the purpose of substituting for regular driver, and training driver must be available for these runs when needed. All trial runs must be learned before the end of September, after which time, payment is no longer applicable. Up to four (4) hours time, at \$2.50 per hour, for trial runs of new routes, exact time to be determined by the Supervisor.

Section 6

Driver trainers will be paid a sum of \$120.00 for each 16-hour period of driver training. Any additional training will be at the discretion of the Transportation Coordinator, at the rate of \$7.50 per hour.

Section 7

School starting times shall be posted, as well as, the time of loading and unloading.

Section 8

A list shall be kept current showing "runs" and the names of the drivers assigned.

ARTICLE XXIX - WAGES

Step	1981-82	1982-83	1983-84
5	5.68 ————— 6.05	6.30	6.50
4	5.50 5.43 ————— 5.85	6.10	6.25
3	5.16 4.86 ————— 5.50	5.75	6.00
2	4.82 ————— 5.15	5.40	5.65
1	START ————— 4.85	5.10	5.35

Note: Step on guide is not fixed by seniority. This 5 step guide has been established to enable any driver to reach top of guide in five (5) years.

ARTICLE XXX - DURATION

This Agreement and each of its provisions, unless otherwise specifically dated, shall be binding upon the parties as of

July 1, 1981 and shall continue to remain in full force and effect until June 30, 1984.

Attested to as of October 27, 1981.

Nancy Zagato

President, Board of Education

Thomas Kavelak / R.N.

Union Representative, Local #153

Ellen Yelman

Secretary, Board of Education

Patricia Nelson

Representative, Bus Driver Employees