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NOT CIRCULATE

A G R E E M E N T

between the

BOARD OF EDUCATION

of

EAST WINDSOR REGIONAL SCHOOL DISTRICT

and the

EAST WINDSOR REGIONAL BUS DRIVERS ASSOCIATION

July 1, 1976 to June 30, 1979

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THIS THREE YEAR AGREEMENT, entered into this 20th day of October, 1975 by and between the BOARD OF EDUCATION OF EAST WINDSOR REGIONAL SCHOOL DISTRICT, Hightstown, New Jersey, hereinafter called "BOARD", and the EAST WINDSOR REGIONAL BUS DRIVERS ASSOCIATION, hereinafter called "ASSOCIATION".

WITNESSETH:

WHEREAS, the BOARD is required by law to negotiate with the ASSOCIATION on the terms and conditions of employment and

WHEREAS, the parties hereto, through negotiation in good faith, have reached agreement on all such matters and desire to reduce their agreement in writing.

IT IS HEREBY AGREED by and between the parties hereto that:

ARTICLE I - RECOGNITION

The Board hereby recognizes the Association, for the years 1976 - 1979 as the majority representative for collective negotiation, as defined in the New Jersey Public Employer-Employee Relations Act, Chapter 123, Laws of 1974, concerning the terms and conditions of employment for all personnel under contract as listed below:

BUS DRIVERS

It is further agreed that this recognition is not to set a precedent for future negotiations and is subject to decision by PERC.

- a. The term "employee" when used hereinafter in the Agreement shall refer to all employees represented by the name of the employee organization in the bargaining or negotiating unit as above defined.
- b. The term "Board" shall include its members and agents. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Chapter 123, Laws of 1974, but will reserve the right to meet with employee organizations. The majority negotiation unit must be present.

ARTICLE II - BOARD RESPONSIBILITY

The Board and the Bus Drivers Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the East Windsor Regional School District. The Board recognizes that it must operate in accordance with all statutory provisions of the State of New Jersey and such other rules and regulations as are promulgated by the Department of Education in accordance with such statutes. The Board cannot, under law, reduce, negotiate or delegate its legal responsibilities.

ARTICLE III - NEGOTIATION PROCEDURES

The parties agree to enter collective negotiations no later than October 1, 1978, in accordance with Chapter 123 Public Laws of New Jersey, 1974, in a good-faith effort to reach a successor agreement. Any agreement so negotiated shall apply to all employees of this unit, be reduced to writing and be signed by the Board and the Association.

Neither party in any negotiations shall have any control over the selecting of the negotiating representatives of the other party.

ARTICLE IV - GRIEVANCE PROCEDURE

Definition

A "Grievance" shall mean a complaint by an employee of the public school system that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of policies, agreements and administrative decisions governing employees except that the term "Grievance" shall not apply to:

- (a) any matter for which a method of review is prescribed by New Jersey State School Law, or
- (b) any rule or regulation of the State Commissioner of Education, or
- (c) any by law of the Board, or
- (d) any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone, or

A grievance to be considered under this procedure must be initiated by the employee within thirty (30) school days of its occurrence.

Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise from time to time and affect the terms and conditions of employment.

Procedure

1. Level one -

- (a) Any employee who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally at that level.
- (b) If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within 5 school days, he shall set forth his complaint in writing to his immediate superior. The immediate superior shall communicate his decision to the employee in writing within 3 school days of receipt of the written complaint.

2. Level two -

The employee may appeal the immediate superior's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the immediate superior, shall confer with the concerned parties, and, upon request, with the employee or immediate superior separately. He shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the employee and the immediate superior.

3. Level three -

If the grievance is not solved to the employee's satisfaction, he may request a review by the Board. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. A committee of the Board shall review the grievance, hold a hearing with the employee, if requested, and render a decision in writing within thirty (30) calendar days.

4. Level four -

If the aggrieved person is not satisfied with the disposition of his grievance at level three or if no decision has been rendered within thirty (30) school days after the grievance was delivered to the Board of Education, he may, within five (5) school days after a decision by the Board of Education or thirty (30) school days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Association submit its grievance to an advisory committee. Composed of two (2) members selected from the East Windsor School District; (one (1) selected by the Association and one (1) by the Board of Education) (not employed by the East Windsor Board of Education). The two (2) members shall select a third party to review and hear the grievance by conferring with representatives of the Board and Association and hold hearings promptly and shall issue a recommendation to the Board of Education not later than twenty (20) days after the close of the hearings. The Board of Education, as a whole, shall review the recommendations(s) and render a decision in writing within fifteen (15) calendar days.

If the Advisory Committee cannot agree upon the third party, they shall then request the Mercer County Appointments Judge to assign a third party to hear the grievance. Any expenses incurred shall be equally shared by the parties.

ARTICLE V - SALARIES

1. Bus Drivers who are requested to pick up a bus, which has been sent to the garage for repairs, on other than a regular work day will be reimbursed at the driver's regular hourly rate.
2. If a trip is scheduled on other than a regular work day and is cancelled, and the driver has not been notified a day in advance, the driver will be paid for two (2) hours at his regular rate of pay.

3. Drivers who have a regular working day trip cancelled without receiving a two (2) hour notice will receive two (2) hour's pay.
4. Drivers will receive two (2) hours of their regular rate of pay on days when school is cancelled because of snow.
5. No pay will be given for holidays.

SALARY GUIDE

	<u>76-77</u>	<u>77-78</u>	<u>78-79</u>
1.	3.85	4.00	4.05
2.	3.91	4.04	4.20
3.	3.97	4.10	4.24
4.	4.03	4.17	4.30
5.	4.11	4.23	4.38
6.	4.22 (4.68)	4.32 (4.91)	4.44 (5.15)
Sub Driver per hour	3.80	3.90	4.00

ARTICLE VI - WORKING CONDITIONS

1. ABSENCES

In all cases of absences or lateness, the Transportation Coordinator shall be notified prior to the drivers' assigned starting time so that necessary arrangements can be made. Requests to be excused are to be directed to the Superintendent of Schools who will accept or reject them and determine whether or not there is to be a loss of pay.

2. RETIREMENT

The Board participates in the Public Employee's Retirement Service for employees and contributes an amount which matches the employee's required contribution.

3. NOTIFICATION OF EMPLOYMENT

Employees shall be notified of their next school years employment by July 1st of that year, or as soon as practicable thereafter.

4. MEDICAL EXAMINATIONS

a. Applicant Drivers

Applicant drivers shall take a pre-employment medical examination as arranged by the Transportation Coordinator, provided by the school district physician or the applicant may be examined by his personal physician.

b. Regular and Substitute Drivers

Regular and substitute drivers shall annually take a medical examination as prescribed by the State of New Jersey. They shall also submit to any other medical examinations requested by the Board of Education.

c. Costs

The costs of all medical examinations required by the State or the Board of Education shall be borne by the school district to a maximum of \$20.00

5. FUNCTIONS AND DUTIES

It shall be the duty of all drivers to drive on all regularly scheduled trips and on emergency bus trips when requested. It shall be the duty of all regular and substitute drivers to take care of all routine maintenance of the bus as follows:

- a. Clean the bus daily.
- b. Check the gasoline supply daily.
- c. Check all light systems daily as required by State Law.
- d. Check tires daily for unusual wear, cuts, bruises, etc.
- e. Report immediately all accidents and any continual misbehavior of students.
- f. Clean all windows inside weekly and maintain clean outside driving windows (windshield and rear windows).

ARTICLE VII - SENIORITY OF EMPLOYEES

Seniority is defined as the date an employee is hired by the Board of Education.

A driver shall be placed on the seniority list in the order of election by the Board and after having driven one week as a regular driver.

An employee shall lose his seniority if:

- a. He voluntarily leaves the employment of the school district.
- b. Having been laid off for lack of work, he fails to report to the school district within fifteen days when called for work.
- c. He is discharged for just and sufficient reason.

A driver who is forced to take leave of absence because of illness or other health reasons, will be given full credit for past experience in this district in both seniority and rate of pay upon returning to work. The driver, on such a leave shall assume the responsibility of maintaining his bus drivers license in good standing.

The Board recognizes seniority applies to those employees of the Association who are solely employed as a bus driver in the East Windsor School District and if summer school employment of a member represented by the Association is necessary, seniority will be recognized.

EXPERIENCE

Credit will be allowed for prior experience school bus or other equivalent driving in other districts up to two full years. Six calendar months or more experience in a school year will constitute credit for one full year experience on the salary guide. A calendar month shall be interpreted as all school days within a month, regardless of the number of hours driven per day. This credit shall apply to rate of pay only, of all new employees.

Extra trips will be assigned, in so far as possible, on the basis of seniority.

A. Three lists will contain the following:

1. One will be made up of drivers with noon kindergarten and other runs that would preclude an all day trip.
2. The second list will contain all regular drivers on the seniority list.
3. The third list will be made up of all regular drivers for trips on nights, weekends and days that school is normally closed. This list shall include all regular drivers according to seniority.

B. Once a driver has been assigned a trip he will not be assigned extra work until the list has been run through and his name has come to the top again. If the driver can not run the trip, it is his responsibility to find a replacement.

ARTICLE IX - GENERAL

No bus shall ever be left with less than enough gas to complete the next series of runs.

In accordance with New Jersey law, drivers must complete a pupil seating chart for each load transported. This must be done as soon as possible after commencement of school, but in no case later than two weeks. These lists must be kept current.

Drivers must be on the bus whenever pupils are aboard.

All drivers will be required to attend all meetings of the Transportation System and all training sessions.

Full deduction of a day's salary will be made if on approved absence from work and verified working elsewhere or performing work indicating driver is not ill.

Hourly rate will be increased by fifty-five (55) cents on Athletic or Field trips driven after 5:00 pm.

Eligible hours for meal money:

Lunch	12:00	-	1:00	\$2.50
Dinner	5:00	-	6:00	\$4.50

ARTICLE X - INSURANCE PROTECTION

A. Injury Insurance

The Board agrees to maintain, at Board expense, insurance coverage of all employees for all injuries occurring in the performance of their duties and which are promptly reported to the employee's immediate superior.

B. Health Insurance

The Board agrees to maintain, at Board expense, group health insurance coverages for all employees, who regularly work four (4) hours or more per day, and full dependent coverage at Board expense: a hospitalization plan, a medical plan, an extended benefit plan usually referred to as "Rider J" type coverage, a major medical plan and a Prescription Plan.

C. Liability Insurance

The Board maintains, at Board expense, a liability policy which affords personal liability and legal expense protection for the employee up to \$100,000. per year, per employee, (to a maximum for all employees of \$1,000,000. per year) as regards actions of the employee in the course of his/her work.

D. Dental Insurance

The Board shall maintain at Board expense during the second and third year of this agreement (1977-78, 1978-79), a Dental Insurance Plan for all employees represented by this Association and their dependents.

ARTICLE XI - LEAVES OF ABSENCE

A. Personal Illness Days

The Board agrees to provide the employees with twelve (12) days per year at full pay for personal illness if employed 10 months of the year. Unused days may be accumulated for use in subsequent years.

The Board further agrees that, after all such personal illness days as indicated in the preceding paragraphs are exhausted, an additional ten (10) days per year shall be provided at the employee's rate of pay less substitute pay; but in no case less than half pay for the employee.

All such personal illness days shall be governed by State law, and the employee shall provide a doctor's certificate for illnesses exceeding three (3) consecutive days.

B. Illness-in-the-immediate-family days

The Board agrees to provide the employees with three (3) days per year at full pay for illness in the immediate family (father, mother, husband, wife, brother, sister, child, mother-in-law, and father-in-law).

The Board agrees that, after all such illness-in-the-family (immediate) days, as indicated in the preceding paragraph, are exhausted, an additional seven (7) days per year shall be provided at the employee's rate of pay less substitute pay.

An absence because of an illness in the immediate family which exceeds ten (10) days per year may be granted by the Superintendent at full deduction in pay.

C. Death-in-the-family days

The Board agrees to provide the employees with five (5) days per event at full pay for death in the immediate family. After all such death-in-the-immediate-family days are exhausted, the Board agrees that additional days may be granted by the Superintendent at full deduction in pay.

D. Death-in-other-than-the-immediate-family day

The Board agrees to provide the employees with one (1) day per event at full pay for a death in other than the immediate family (grandparents, uncles, aunts, cousins, nieces, nephews, brother-in-law, and sister-in-law). After the death-in-other-than-the-immediate-family day is exhausted, the Board agrees that additional days may be granted by the Superintendent at full deduction in pay.

E. Marriage Days

The Board agrees to provide employees with three (3) days per year at full pay for marriage. After such marriage days are exhausted, the Board agrees that additional days may be granted by the Superintendent at full deduction in pay.

F. Days for Jury Duty or Subpoena by Court

The Board agrees to provide an employee full pay for each day that the employee's presence in court is required by subpoena. The Board further agrees to provide an employee full pay for each full day that the employee is required to be in court for jury duty. The Board of Education will reimburse a member represented by the Association, at the members' hourly rate of pay in effect, for time incurred, after working hours, for required appearances in court for a bus related incident.

G. Days for Other Reasons

The Board agrees to provide four (4) days leave of absence with pay for employees for religious, legal, business, household, or family matters which require absence from work during working hours upon prior approval (2 days except in cases of emergency) of the Superintendent.

ARTICLE XII - SCHEDULES

1. The Bus schedules are made on a 180 day calendar for students, as approved by the Board of Education. Schedules and number of trips per driver and bus, are determined by the Board of Education and the Assistant Superintendent of School after enrollment and transportation boundaries are set in accordance with State statutes and what the community desires.
2. The Transportation Coordinator will establish which driver will be assigned to the above runs in accordance with current policies and this agreement.
3. Employees with the most seniority shall be given the opportunity to work the maximum amount of hours per week. Senior drivers shall have the opportunity to turn down the maximum hours before they are offered to any other driver.

ARTICLE XIII DURATION

The Board and Association agree that all negotiable items have been discussed during the negotiations leading to the Agreement and that no additional negotiations on this Agreement will be conducted on any item, whether contained herein or not, through the life of the Contract, expiration date June 30, 1979.

IN WITNESS WHEREOF, the President and Secretary of the Association have hereunto set their hands and seals, the Board has caused these presents to be signed by its proper corporate officer and its proper corporate seal to be hereto affixed this 26th day of November, Nineteen hundred and Seventy Five.

Signed, sealed and delivered
in the presence of

Margaret J. DeLellis

EAST WINDSOR REGIONAL BUS DRIVERS ASSOCIATION

by: James Estess L.S.
President

Michael McKeown L.S.
Secretary

BOARD OF EDUCATION OF EAST WINDSOR
REGIONAL DISTRICT

by: [Signature] L.S.
President

ATTEST:

[Signature]