

**AGREEMENT**

**BETWEEN**

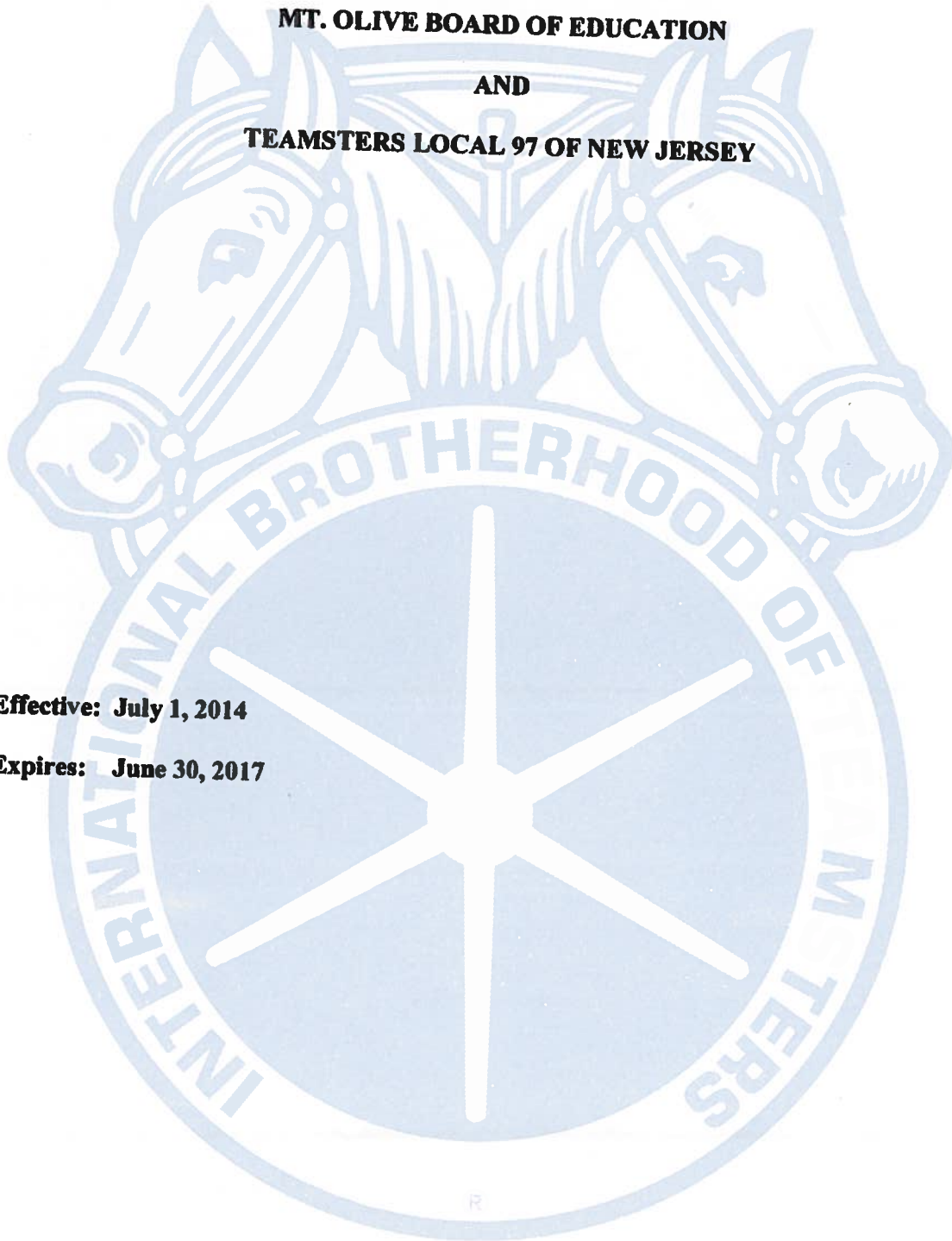
**MT. OLIVE BOARD OF EDUCATION**

**AND**

**TEAMSTERS LOCAL 97 OF NEW JERSEY**

**Effective: July 1, 2014**

**Expires: June 30, 2017**



**Driver Contract 2014-2017**

THIS AGREEMENT, made this \_\_\_ day of July, 2014, by and between THE MOUNT OLIVE BOARD OF EDUCATION, located at 89 Route 46, Budd Lake, New Jersey, hereinafter referred to as the "EMPLOYER" (or the BOARD), and the Teamsters Local 97, a labor organization with its principal place of business located at 485 Chestnut St, Union, NJ 07083, hereinafter called the "UNION".

**ARTICLE 1. RECOGNITION**

1.1: The Board hereby recognizes the Union as the majority representative and thereby as the exclusive representative for collective negotiations concerning the terms and conditions of employment as permitted by law of the contracted employees of the Board on the following designated position:

**Bus Driver**

but, excluding non-contracted substitutes and all other employees. A contracted driver is defined as one employed to drive one or more regularly scheduled or contracted runs, exclusive of non-regularly scheduled runs such as field trips or athletic events.

1.2: Unless otherwise indicated, the term "drivers" when used hereafter in this Agreement shall refer to all personnel represented by the Union in the negotiating unit as above defined, and where the text herein so requires.

**ARTICLE 2. UNION SECURITY**

**2.1: Union Security**

The Board agrees it will give effect to the following:

At the time of hire, newly hired employees, who fall within the bargaining unit, will be informed that they have the chance to join the Union, at the successful completion of a ninety (90) day probationary period, or pay to the Local Union a Representation Fee. All present members can remain members of the Local Union in good standing by payment of the regular monthly dues. All present employees who are not members of the Local Union will pay a Representation Fee as set forth hereinafter.

**2.2: Union Representation**

The Board recognizes the right of the Union to designate one (1) Chief Steward, three (3) alternates and a secretary for the enforcement of this Agreement. The Union shall furnish the Board with a written list of Stewards and alternates, and notify the Board of any changes.

The authority of the Steward and the alternates so designated by the Union shall be

limited to and shall not exceed the following duties and activities:

Investigation and presentation of grievances in accordance with the provisions of this agreement.

Transmissions of such messages and information which shall originate with and are authorized by the Union or its officers.

### ARTICLE 3. CHECK-OFF OF UNION FEE

#### 3.1: Deduction of Union Fees

3.1.1: The Board hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S.52: 14-15. 9e. The Board, after receipt of written authorization from each individual employee, agrees to deduct monthly dues and initiation fees from the salaries of each employee. Such deductions shall be made in accordance with district-wide practices. The Union agrees to indemnify and save the Board harmless from any damages or expenses, including attorneys' fees, which may be incurred by the Board as the result of claims made by any employee relating to this paragraph and any payroll deductions made hereunder.

3.1.2: In making the deductions and transmittals as above specified, the Board shall rely upon the most recent communication from the Union as to the amount of monthly dues and the proper amount of initiation fee. The total amount deducted shall be paid to the Union within thirty (30) calendar days after such a deduction is made.

#### 3.2: Representation Fee

3.2.1: Any employee who is not a member of the Union shall pay a representation fee in lieu of dues for services rendered by the Union. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey law, and shall be paid in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Union to its own members, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such representation fee exceed the legal maximum allowance percentage of the regular membership dues, fees and assessments. The payroll deductions for such representation fees shall be made pursuant to the procedure applicable to the salary deductions described in Section 3.1 above. The Union agrees to indemnify and save the Board harmless from any damages or expenses, including attorneys' fees, which may be incurred by the Board as the result of claims made by any employee relating to this paragraph and any payroll deductions made hereunder.

3.2.2: If during the life of this agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Board such written notice thirty (30) days prior to the effective date of such change.

**3.3: Check-Off: Other Procedures**

**3.3.1:** On or about the last day of each month, The Board will submit to the Union a list of all employees who began their employment in the bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

**3.3.2:** The Board further agrees to notify the Union in the event Union dues or representation fee for an employee cannot be deducted from the designated salary and the reason therefore.

**3.3.3:** Teamsters Local 97 shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5 and 5.6, and membership in Teamsters Local 97 shall be available to all employees in the unit on an equal basis at all times. In the event Teamsters Local 97 fails to maintain such a system, or if membership is not so available, the Board shall immediately cease making said deductions.

**3.4: *Intentionally left blank.***

**3.5:** Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the union who does not join within ten (10) days of reentry into employment with the unit, shall as a condition of employment, pay a representation fee to the union by automatic payroll deduction. The representation fee shall be in an amount up to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Board by the Union.

**3.6:** The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Board. For the purpose of this provision, employees employed on a ten (10) month basis who are reappointed from year to year shall be considered to be in continuous employment.

**ARTICLE 4: EMPLOYER'S RIGHTS**

**4.1:** The Board, 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 invested 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:

To direct employees of the School District;

To hire, assign, promote, transfer and retain employees covered by this Agreement within the School District, and to suspend, demote, discharge, or to take other disciplinary action against employees in accordance with Board policy and the rules and regulations therein;

To relieve employees from duties because of lack of work or other legitimate reasons;

To determine where buses and other Board property will be stored when not in use;

To maintain the thoroughness and efficiency of the School District operations entrusted to it;

To determine the methods, means and personnel by which such operations are to be conducted and to subcontract for goods and services, provided the Board discusses the same beforehand;

To take whatever other actions may be necessary to accomplish the mission of the School District in any situation.

4.2: All current rules, regulations, policies and practices that are terms and conditions of employment shall remain in full force and effect; all monetary issues remain in effect, except as expressly modified by this Agreement.

#### ARTICLE 5: HOURS OF WORK

5.1.1: The work year shall consist of all days that students on a driver's route are present, but not less than 180 days between September 1 and June 30.

5.1.2: Contract definitions: regular and non-regularly scheduled runs are defined in Appendix B.

5.2.1: The Board will organize regularly scheduled daily runs into packages and drivers will select such packages prior to the commencement of school in order of seniority, declaring at the time of run picking whether they will be a van or bus driver. Once a vehicle type is declared, any extra work that is picked with the package must be the same type. Packages will be optimized by the Business Administrator and the Transportation Supervisor so as to (a) ensure the most efficient use of the buses (b) enable as many drivers as possible to receive the maximum number of working hours possible (i.e. a maximum of 8 hours and minimum of 6 hours) and (c) ensure that we have adequate coverage and that all students can be transported in a safe and timely manner. Either one mid-day or one late run will be selected by the driver along with the regular package, and then added to their packages for a total maximum not to exceed 8 hours. A driver must work all runs, including midday and late runs, which are part of the package selected by the driver.

5.2.2: An attempt to cover packages on a temporary daily basis, will be assigned as follows:

1. Permanent Substitutes
2. Contracted Trip Drivers
3. Contracted Non-Trip Drivers
4. Non-Contracted Substitutes

5.2.3: It has been agreed to by the BOARD and UNION that the following stipulation will be placed upon new drivers that are hired by the BOARD: When a new position becomes available and a new driver is hired, that said driver applicant is not eligible for a permanent mid-day or late run during a period of three months of contracted employment, or to the end of the school year (if less than three months are left in that school year).

5.2.4: There shall be 17 – 7 hour packages and the remainder shall be 6 hour packages during the life of the collective bargaining agreement. These packages shall include high school, middle school, primary, vo-tech, mid-days, late runs, athletic shuttles, garage work, pre-school, work shuttles and parochial schools. There shall be three six hour contracted permanent sub packages for the duration of this agreement.

5.2.5: All package hours will be based on scheduled start and end times throughout the day, which will be indicated on each package. Any work (driving or transportation related paperwork) done during that time is considered as part of the package. Each package is subject to individual start and end times that would include non-regularly scheduled runs.

5.3.1: All extra work, outside the start/end of the package, (regularly scheduled runs, non-regularly scheduled runs, trips and shuttles) shall be distributed as equally as practicable among the employees using rotating seniority until all drivers have been offered the opportunity to achieve 40 hours per week.

5.3.2: Non-regularly scheduled runs, offered to but refused by an employee shall be counted as runs worked for the purpose of determining the equitable distribution of runs.

5.3.3: All educational/field/athletic trips shall be awarded by rotating seniority to contracted trip drivers, using the group picking procedure. All trip drivers will be assigned a group number. When it is time for that group to pick, all trips ultimately assigned to each driver by the dispatcher must be done. Refusal of assigned trip will be chargeable. In the event that there are too many driver absences for whatever reason, the dispatcher and supervisor reserve the right to withdraw trips from contracted drivers in order to have adequate run coverage. A withdrawn trip will be considered a cancelled trip and the driver will receive a make-up trip.

5.4.1: A review of the distribution of field, educational and athletic trips shall be conducted monthly by the Shop Steward and then posted in the driver's lounge, any problems will be discussed with the Transportation Supervisor.

5.5.1: The Union and the Board agree that in the event that the Board must make an Athletic, Educational or Field trip assignment with less than three (3) working day's notice, such trip assignment will be permitted and will be considered an emergency. After the trip list is exhausted, any available union driver may then be asked to carry out this run. Extreme emergency situations will be assigned to any available union driver, provided the list is followed, if possible, than offered to any driver available.

5.5.2: All union representatives who refuse a trip due to a scheduled meeting with an Administrator, Board or Supervisor, or any other person representing the Board will receive a make-up trip.

5.6.1: Van drivers hours of work for their regularly scheduled packages will be calculated the same as the bus drivers, except for Out of District and Pre-School routes which will continue to be based on the actual time of the route indicated on the route package.

5.7.1: Qualified trained drivers may cover a bus or van run

5.7.2: Athletic/Educational/Field trips that fall during any recess of 3 or more consecutive school days will be posted prior to the recess and will be rotated among the trip drivers signed up to cover during that time. These trips will not be subject to the normal trip assignment rules and will not be included in the total number of trips for each driver. Assignment of these trips will be by the dispatcher and will be by seniority in rotation. Any trip that cannot be covered by the assigned driver may be swapped with the next driver in rotation as long as both drivers agree. If this cannot be done, the trip will be offered to the next driver in rotation on the list with no make-up trip.

5.7.3 An extra 15 minutes will be added to trip time for the unlocking/locking gate and key box after garage hours and non-school days, when the garage is closed.

## ARTICLE 6: SENIORITY

6.1.1: Seniority is defined as the continuous length of service within the District. Such service will be calculated from the date of hire, as evidenced by the Board of Education minutes. When multiple drivers have the same date of hire, seniority will be based on the order of the Transportation Supervisor's recommendation to the Board.

6.1.2: The Board shall establish and maintain a seniority list of employees. The Transportation Supervisor shall revise the list annually and post it at the start of each school year.

6.1.3: An employee shall lose seniority rights for any of the following reasons:

if an employee quits; or

is discharged for proper cause; or

does not return to work in seventy-two (72) hours when recalled unless excused for illness or other valid reasons; or

is absent for two (2) or more consecutive days or shifts without notifying the Transportation Supervisor or other superior, unless the employee can establish that it was impossible to so notify the Transportation Supervisor or other superior; or

is laid off for at least twelve (12) months; or

leaves the bargaining unit for a period of at least three (3) months to accept jobs excluded from the bargaining unit.

6.2.1: In the event of a layoff, the Board agrees to apply seniority in determining who will be laid off.

6.3.1: Request for a change in assignment (bus to van or van to bus) may be made within the period of time a position is posted or by June 30th for the next school year. Such changes will only be made when positions become available. Seniority and qualification will be factors in the selection of a driver to fill a position.

#### ARTICLE 7. LAY-OFF AND RECALL PROCEDURES

7.1.1: Any driver, who could be subject to lay-off, shall receive thirty (30) days notice, whenever feasible.

7.2.1: Recall rights shall cease under the following conditions:

Failure to report to work or recall after a lay-off. Recall shall be made by phone whenever possible or if no phone contact can be made by registered mail to the last known address in the files of the Mount Olive Board of Education. Failure to respond within seven (7) days shall be deemed a resignation.

Lay-off for a period of one (1) year.

7.3.1: Employees will be recalled in the reverse order of layoffs.

#### ARTICLE 8. COMPENSATION

8.1.1: Packages: For the school years 2014-2015, 2015-2016, 2016-2017, packages shall be compensated at the hourly salary rate set forth on Appendix A annexed hereto and made a part hereof. Packages shall be compensated based upon the actual amount of time the employee is scheduled to work .

8.1.2: All work in excess of the 180 school days shall be compensated at the employee's hourly rate as shown in the Salary Guide attached to this Agreement.



8.1.3: The Board agrees that all work performed in excess of forty (40) hours in any week will be paid at time and one half (1.5) the employee's regular hourly rate of pay. The Board will not be required, by any article in this contract, to assign work to any contracted driver if doing so will cause that contracted driver to exceed forty (40) hours that week, when there are other contracted drivers with less than forty (40) hours that could perform the assigned work.

8.1.4: Any extension of a run through the addition of children which increases the time of the run past the designated total time of the complete package shall be financially compensated according to the hourly rate.

8.1.5: Drivers having a package cancelled that will NOT be made up at a later date will be expected to be available for other runs. Coverage of midday runs will be through trip drivers who sign the daily midday coverage sheet by rotation.

8.2.1: Training: Driver attendance at compulsory training programs or meetings shall be compensated at the *training* hourly rate of pay. (See attached Salary Guide for each year).

8.3.1: The Board will endeavor to make salary payments on the fifteenth and the thirtieth of each month or the preceding work day if such salary payment day falls on a weekend, recess or holidays.

8.4.1: Trips: Field, Educational, and/or Athletic trips shall be compensated as follows:

Compensation = Actual Trip Time + Prep Time > = Contracted Hours not done

Actual Trip Time is defined as: the time of work calculated from the point of pick-up of the students to the return of students. Prep Time is defined as: an additional time of fifteen (15) minutes to collectively allow for pick-up of the bus, return to the bus garage and cleanup of bus. Compensation for extra-curricular trips will be at least the same as compensation for contracted runs not done because of the trip.

Drivers who report to work on weekends and holidays when school is not in session for a trip that is cancelled without two (2) hours notification will be compensated for two (2) hours of straight time pay.

Drivers who report for a trip during the week that was cancelled without notification will receive one (1) hour pay plus a make-up trip, unless they were able to return their regular runs without impact in which case they would solely receive a make-up trip. Drivers must be on the trip list to cover trips – sign up is at run picking time. New drivers are eligible to join trip list after six (6) months of contracted employment. Experienced drivers are eligible after three (3) months of contracted employment.

Emergency trips will be covered by daily sign up list in rotation. A driver who receives an emergency trip that is later cancelled, that driver will be put back on the list and rotation for

the next emergency trip will start with that driver, bypassing drivers below him/her who had received a trip. Any driver signing the list to cover emergency trips and then refuses an emergency trip given to him will be removed from the emergency trip list for one full rotation.

8.4.2 Athletic/Field/Educational Trips on weekends to West Morris Central High School, Roxbury High School and Hackettstown High School will be compensated at two (2) hours for the dropoff and two (2) hours for the pickup.

8.5.1: Shuttles: All shuttles, not included in a contracted driver's package with origin and destination within the district, shall be compensated at one-half (1/2) hour.

8.6.1: Longevity: In addition to the compensation provided above, employees with ten (10) or more years of continuous employment as a bus driver in the District shall receive the following longevity payments:

After 10 years	\$750
After 15 years	\$1000
After 20 years	\$1250

Longevity will be included as salary. Any employees who received longevity working 5 years or more shall continue to receive it at the same rate. i.e. They will be grandfathered.

8.7.1: Medical Examinations: The Board shall pay for the pre-employment physical and all legally required regular medical examinations. These medical examinations shall be performed by the employee's physician. A valid CDL physical performed by a licensed medical doctor stating that the applicant is physically and medically fit to operate a school bus or transportation vehicle will be necessary for employment.

8.8.1: Fingerprinting: Since the state requires, as a pre-requisite for continued employment as a School-Bus Driver, the periodic submission of a new set of fingerprints (at present every four years when the commercial driver's license is renewed) the Board will reimburse all drivers the mandatory fees for the filing of such personal fingerprint records with the State.

8.9.1: Holidays: Drivers working on Labor Day, Christmas Day, New Year's Day, Thanksgiving Day, Friday after Thanksgiving, President's Day, Good Friday, Memorial Day or Independence Day shall be paid one and one half (1.5) times for hours worked on these days.

8.10.1: Employees must work for one (1) day more than one half of the number of work days in the school year to be eligible for increment advancements on the salary guide in the following school year.

## ARTICLE 9. LEAVES OF ABSENCE

9.1: Paid Personal Leave

9.1.1: Each employee shall be entitled to up to a total of four (4) personal leave days per year without loss of pay. Personal days can be used on a call in basis with no reason given. One (1) personal day may be taken in hourly increments, up to the number of hours that driver is contracted for. Any such unused personal leave "without reason" shall be accumulated from year to year as sick time.

9.1.2: Except in cases of unforeseen emergencies, written application for a paid personal leave shall be made to the Transportation Supervisor at least ten (10) working days in advance. The Business Administrator, or designee, shall determine whether the leave request is approved or denied and the driver notified within five (5) days as to the decision. If a driver has not received notification by the five days, it is the driver's responsibility to bring it to the Transportation Supervisor's attention. If the driver has not been notified prior to three days before the requested day, it will be deemed approved. If an application for such paid personal leave is denied by the administration, there shall be no recourse to the Board through the grievance procedure. An employee taking unauthorized leave shall be subject to disciplinary action and/or a dock in pay. In the case of emergencies, the employee shall immediately notify the Transportation Supervisor (or the Business Administrator if they cannot reach the Transportation Supervisor) of the nature of the emergency and the expected duration of the leave. Written documentation for such emergency personal time shall be made on the first day that the employee returns to work. The application shall state the emergency and shall be subject to review by the Business Administrator. Drivers not following the procedure for emergency personal leave shall be subject to disciplinary action and/or a dock in pay.

9.1.3: Non emergency personal day applications may be rejected if three (3) drivers have already been approved for the same day or if the total of four (4) or more drivers are absent for personal days and/or extended sick leave.

If a driver fails to report to work after a personal day has been denied, it will be considered unauthorized leave and shall be subject to disciplinary action and/or a dock in pay.

9.1.4: Bereavement – up to five (5) days at any one time shall be granted to an employee in the event of the death of a spouse, parent or child. Up to three (3) days shall be granted in the death of a brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, parent-in-law, brother-in-law, sister-in-law, and other members of the immediate household. Driver must notify the Transportation Supervisor of a bereavement leave.

## 9.2 Removed

## 9.3: Maternity Leave

Maternity leave shall be granted pursuant to District wide policy.

## 9.4: Absence for Court Appearance or Jury Duty

9.4.1: Absences from work, by reason of a subpoena or summons issued by any Court shall be allowed, with full pay, provided the subpoena or summons is recorded with the Business

Administrator' office, and the court action arises out of or in the course of the employee's employment. This provision shall not apply to absences resulting from any employee's processing of a personal Workers' Compensation claim (Such absences shall be without pay).

9.4.2: Should an employee be required to serve on jury duty, the Business Administrator shall be notified and said employee shall suffer no loss of pay or time while so serving. All full time employees shall be entitled to receive from their Employer the usual compensation for each day they are required to serve for jury duty less the amount per diem fee paid by the court.

## ARTICLE 10. SICK LEAVE

### 10.1: Sick Leave

10.1.1: Employees who are regularly employed shall accumulate sick leave with pay at the rate of one (1) working day for each month of service in the district during the first year of service. Thereafter they shall be entitled to ten (10) working days of paid sick leave in each school year, earned in the same way as in the first year, but they may now be taken any time in the year as medically needed, with the proviso that should an employee leave during the year they will reimburse the school district for any paid sick days used that had not been earned.

10.1.2: Sick leave is hereby defined to mean an employee's necessary absence from duty because of personal disability due to illness or injury, or exclusion from school by the School District's medical authorities on account of a contagious disease, or of being quarantined for such a disease in the employee's immediate household.

10.1.3: Sick leave days not utilized in any year shall accumulate to be used only for additional sick leave as needed in subsequent years.

10.1.4: Any driver out for more than three (3) consecutive days must produce a doctor's note on the fourth (4<sup>th</sup>) day. This is a general rule, except in cases where the Business Administrator believes a medical examination is necessary.

10.1.5: Extended sick leave (more than one (1) week) shall require written documentation from the physician stating the nature of the illness and the projected date of return for the driver. The extended leave notice will then be submitted to the Transportation Supervisor.

Drivers who are out on Workers' Compensation must update their attendance status weekly. A physician's release must be presented to the Transportation Supervisor before the driver will be allowed to return to work.

### 10.2: Unused Accumulated Sick Leave

10.2.1: After fifteen (15) years of service each employee shall be entitled, upon retirement, to receive a lump sum payment for three quarters (3/4) of the earned and unused accumulated sick leave which is on credit to them at the time of said retirement. The rate of reimbursement will be at \$60.00 per day, with the additional provision that such a lump sum

reimbursement shall not exceed \$15,000. This lump sum payment for unused accumulated sick days shall in no way affect any pensions or other retirement benefits of the retired employee. Notice of intention to claim the benefits herein must be made in writing to the Board on or before December 1 of the school year prior to the school year in which the retirement or resignation becomes effective. In the event that an employee fails to give notice by the December 1 date, the Board may defer payment of all or part of the benefit to the school year following retirement. There will be a \$15,000 cap on sick leave payout upon retirement.

10.2.2: Payment for unused sick days as detailed above shall be made to the estate of a deceased employee provided the employee died while in the service of the district. Payment will be made within sixty (60) days following notification of the employee's death.

10.2.3: Sick Leave Buy Back – At the end of each school year, eligible drivers have the option of requesting that the Board buy back up to a maximum of 15 sick days at the rate of \$60 per day. The eligibility factors are:

- a. The driver must have accumulated a minimum of 40 sick days by the end of that school year, including any applicable personal no-reason days that are being converted to sick days.
- b. Only the sick days that exceed the minimum of 40 sick days are eligible for buy back.
- c. The total accumulated sick days must not fall below 40 after the requested buy back days are subtracted from the total accumulated days.
- d. Employee must maintain 40 days in sick bank to be eligible.

## **ARTICLE 11. EMPLOYEE RIGHTS**

11.1: The Board agrees to furnish to the Union or its representative, in response to reasonable request from time to time, available public information.

11.2: Whenever any representative of the Union, or any bus driver employee, participates during working hours in grievance proceedings, conferences or meetings, with the approval of the Superintendent, such employee shall suffer no loss in pay. In case of emergency, oral approval shall be sufficient, provided that written confirmation follows within three (3) days. Negotiations are excluded.

11.3: The Union and its representatives shall be granted use of school buildings at reasonable hours for meetings, provided prior written approval is obtained from the Business Administrator and provided that such use does not interfere with normal school operations.

11.4: The Union shall have the right to use the school inter-office mail facilities provided that it obtains authorization from the Business Administrator, and such use does not conflict with the normal school mail operations. A copy of any such mail shall be filed with the Business Administrator prior to being placed in the school mail facilities.

11.5: The officials, or any authorized representative of the officials of the Union, shall be permitted admission to the Board's facilities at reasonable hours for the purpose of

ascertaining whether or not this Agreement is observed by the parties hereto, or for assisting in the adjustment of grievances, provided that such access does not interfere with normal school operations. The officials or representatives of the Union shall notify the Board upon their arrival.

11.5.1: No employee shall be prevented from wearing official pins or other suitable identification of membership in the Union or its affiliates.

## **ARTICLE 12. GRIEVANCE PROCEDURE**

### **12.1: Right to Grievance**

No driver shall be discharged, suspended or otherwise disciplined without just cause. Violations of Board policy, rules and regulations shall be cause for appropriate disciplinary action as outlined in said rules and regulations. Drivers shall have the right to dispute any charge of alleged violation and appeal such action through the grievance procedure as provided under this contract.

### **12.2: Definition**

A "grievance" is defined as a complaint in writing by a driver, or a group of drivers, that they have been subjected to a violation, misinterpretation, or inequitable application of Board policy affecting the terms and conditions of employment, or to a violation, misinterpretation or inequitable application of this agreement. To be considered under this procedure, a grievance must be initiated by the aggrieved party within ten (10) calendar days of the time that the aggrieved party knows or should have known of the occurrence of the alleged offense, otherwise the same shall be deemed to have been abandoned.

As used in the above definition the term "group of drivers" shall mean a group of drivers having a common grievance.

Grievance shall not include the following:

- a. Matters which, according to law, are beyond the scope of Board authority or which are limited to unilateral action by the Board alone, including those matters included under Article 4 (Employers Rights)
- b. Any matter the determination of which would require an act by the Board, which it is without legal authority to do so.

### **12.3: General Rules of Grievance**

12.3.1: 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.

12.3.2: 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.

12.3.3: 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.

12.3.4: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as the maximum and every effort should be made to expedite the process. All time periods contained in this grievance may be extended by mutual agreement of the parties in writing.

12.3.5: Any aggrieved party may be represented at all stages of the grievance procedure by themselves and/or representatives.

#### 12.4: Procedure

The following outlines the Levels of appeal available for the resolving of a grievance:

**Level One:** Any driver who has a dispute shall discuss it first with the Transportation Supervisor in an attempt to resolve the matter informally at that level, *with Union representation, if requested by the driver.*

**Level Two:** If the discussion does not resolve the matter within five (5) school days, the driver may initiate the grievance procedure by setting forth a grievance in writing to the Transportation Supervisor.

**Level Three:** If the grievance is not resolved within five (5) school days the driver may submit the written grievance to the Business Administrator or his designee. The Business Administrator shall hold a hearing within ten (10) school days of the presentation of the written grievance and shall render a written decision within seven (7) school days.

**Level Four:** Failing to find a mutually satisfactory solution at level three, the grievant, no later than five (5) school days after the receipt of the decision, may request a hearing with the Superintendent. The Superintendent shall hold a hearing within ten (10) school days of the presentation of the written grievance and shall render a written decision within seven (7) school days.

**Level Five:** Failing to find a mutual satisfactory solution after review by the Superintendent, the grievant, no later than five (5) school days after receipt of the decision, may request through the Superintendent a review by the Board. The Board, or a committee thereof may, in its discretion, conduct a hearing within fifteen (15) school days of receipt of the grievance appeal, and shall make a determination within twenty (20) school days from the date of the final hearing.

## **12.5: Arbitration**

If, and only if, the grievance involves an alleged violation or misrepresentation of the terms of this Agreement, and the grievance has not been resolved at the Board level, the aggrieved party may, within the limitations contained herein submit the grievance to arbitration, which may be binding to the extent permitted by law.

It is, however, expressly understood that if the subject matter of the grievance involves an alleged violation or misinterpretation of Board policy, or an alleged improper administrative action or decision, the grievance shall terminate at the Board level and there shall be no right to proceed to arbitration as provided herein.

Additionally, in no event shall the following matters be subjected to arbitration as provided herein:

Any matter for which a method of review is prescribed by law or regulation of the State Board of Education.

Arbitration shall be initiated by certified letter from the union bearing the written approval to proceed of the President of the Union, addressed to the Superintendent of Schools. Such letter shall be mailed within twenty (20) workdays of receipt of the written decision of the Board.

The grievant, or the person designated by the grievant to represent the grievant in the grievance, and the Business Administrator, or the person designated by the Board to represent it in the grievance, shall promptly attempt to agree upon and engage an arbitrator, but if either party determines that no purpose will be served by such an attempt, either may submit a request to the PERC for a roster of arbitrators, and the parties shall select an arbitrator pursuant to the rules and regulations of the *PERC*.

The arbitrator shall hear and decide only one grievance in each case. He shall be bound by and must comply with all the terms of this Agreement. He shall have no power to add to, delete from or modify in any way the provisions of this Agreement. The recommendation of the arbitrator shall be binding. Fees and expenses of the arbitrator shall be borne equally by both parties.

## **ARTICLE 13. INSURANCE**

13.1: The Board agrees to continue to pay the premium costs for single and family coverage for those full-time employees participating in the district's Medical and Hospital Benefit Plan, subject to the state law required contributions by the employee to defray these premium costs. This contribution is to be deducted at the rate of 1/20<sup>th</sup> for 10-month full-time employees.

13.2: Health Insurance Cost Sharing :



2014-2015	Employees pay 20% of the health insurance premium.
2015-2016	Employees pay 22% of the health insurance premium.
2016-2017	Employees pay 25% of the health insurance premium.

All healthcare contributions are inclusive of Chapter 78 payment. However, drivers employed by the district prior to July 1, 1998 shall not be required to pay the contributions listed above. They shall only be required to pay the Chapter 78 contribution required by law.

**13.2.1 Waiver of Health Benefits Coverage**

1. Single Coverage - \$1,500
2. Husband Wife - \$3,500
3. Family - \$4,000
4. Parent/Child - \$2,500

13.3: The Board reserves the right to change insurance carriers, provided the new coverage is equivalent to the prior coverage.

13.4: The Board reserves the right to offer alternate coverage (carrier or benefits) to that covered under this negotiation that may be selected by any employee on a strictly voluntary basis.

13.5: Should any other bargaining unit receive health benefits different to those received under this agreement, the Board or the Union shall have the right to reopen this Agreement for negotiations of the health benefits. If no agreement is reached, the matter will be deferred back to the grievance procedure for resolution.

13.6: The Board agrees to deduct moneys from the salaries of the Bus Drivers for a private disability insurance program. No funds from the Board will be used to defray the cost of this program.

**ARTICLE 14. DRIVE ACCOUNT**

The Board agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Board of the amount designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Board shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck. The Board shall use the following address unless otherwise notified by DRIVE of a change: Department of Field Action, International Brotherhood of Teamsters, 25 Louisiana Ave NW, Washington, DC 20077-5546. No such authorization shall be recognized if in violation of State and Federal Law. No deduction shall be made which is prohibited by applicable law. The

Union agrees to indemnify and hold the Board harmless against any and all claims relating to the deductions made hereunder and the remitting of those deducted amounts to DRIVE.

#### **ARTICLE 15. MISCELLANEOUS PROVISIONS**

15.1: No employee shall make any agreement, or enter into any understanding inconsistent or conflicting with the terms of this Agreement.

15.2: The Board shall provide available bulletin board space for the posting of Union notices to its members. Every notice so posted shall bear the name of the person or organization responsible for it, and a removal date.

15.3: 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 application of this Agreement shall continue in full force and effect.

15.4: Copies of this Agreement shall be presented to all employees now employed or hereafter employed by the Board.

15.5: This Agreement incorporates the entire understanding of the parties of 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 re-negotiate concerning said issues for the period covered herein.

15.6: 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.

15.7: Job Posting. The Board agrees to post a notice of new jobs, vacancies or promotion of titles in the unit on the bulletin board for five (5) school days. Such notice shall contain a description of the job, the rate, and when the job will be available. Anyone interested, in order to be eligible, must file an application with the Transportation Supervisor and sign the notice. A notice of new jobs, vacancies or promotion of titles within the rest of the District shall be posted on the bulletin board for two (2) weeks. Any qualified driver may apply for a position.

15.8: Removed

15.9: The Board and the Union agree that there will be no discrimination by the Board or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

15.10: Removed

15.11: Any driver in active duty will receive a \$50 payment at the end of each year for no preventable collisions, as determined by the findings of the Transportation Supervisor.

15.12: Project Graduation will be posted and assigned by seniority with no rotation.

15.13: When a new midday becomes available, anyone can sign up for it - if a driver has a one (1) hour midday, that driver can move up to 1.5 hour midday.

15.14: A driver must be notified immediately of any changes made to their timesheet by office personnel.

#### **ARTICLE 16: NEGOTIATION OF SUCCESSOR AGREEMENT**

The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1 et. seq. in a good faith effort to reach agreement on all matters concerning the terms and conditions of the Bus Driver employment. Such negotiations shall begin not later than November 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all unit members, be reduced to writing, and if ratified by both parties, be signed by the Board and the Union.

**ARTICLE 17. DURATION OF AGREEMENT**

This agreement shall be effective as of July 1, 2014 and shall continue in effect until June 30, 2017.

**Board of Education of the  
Township of Mount Olive**

**Teamsters Industrial and Allied Workers  
Union, Local 97**

BY: 

Anthony Giordano, Bd. Pres.

BY: 

John Gerow, President

BY: 

Patrick Guaschino, V.P.

ATTEST:

  
Margaret Conroy  
Business Administrator

**APPENDIX A – Salary Guide**

**SALARY GUIDE**

All employees covered under this Agreement shall move automatically from step to step on the Salary Guide.

2014-2015	\$ .075
2015-2016	\$ .075
2016-2017	\$ 0.75

<u>Bus Drivers</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
1st year	\$ 24.10	\$ 24.85	\$ 25.60
2nd - 4th year	\$ 25.07	\$ 25.82	\$ 26.57
5th year and over	\$ 28.01	\$ 28.76	\$ 29.51

<u>Van Drivers</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
1st year	\$ 22.70	\$ 23.45	\$ 24.20
2nd - 4th year	\$ 23.70	\$ 24.45	\$ 25.20
5th year and over	\$ 26.60	\$ 27.35	\$ 28.10

**APPENDIX B – Contract Definitions**

**1. Permanent Substitute –**

**Package, not a position  
Guaranteed runs in am and runs in pm, as dictated by the package (or packages) being covered.**

**Cover am/pm regularly scheduled runs and or aide positions as needed**

**Eligible for Trip List**

**2. Regularly Scheduled Packages**

**All runs that are included in any driver's package  
AM/PM To/From (High School/Middle School/Primary)  
Midday  
Late  
Athletic Shuttles  
Garage Work  
Errands  
Work Shuttles  
Transportation Paperwork**

**3. Non-Regularly Scheduled Runs**

**Athletic Shuttles  
Temporary Runs  
Work Program Runs (due to flexible nature of run)  
Garage Work involving driving of vehicles for repairs  
Trips  
Field  
Educational  
Athletic**

**5. Any other responsibilities as assigned by the Transportation Supervisor, School Business Administrator and/or the Superintendent of Schools.**