

AGREEMENT
 BETWEEN THE
WAYNE BOARD OF EDUCATION
 AND THE
WAYNE BUS-VAN DRIVERS' ASSOCIATION

For School Years

1984-85

1985-86

Preparation Date 8/28/85

Approved August 29, 1985

* July 1, 1984 - June 30, 1986

PREAMBLE

This agreement is made and entered into on the 29th day of August by and between the BOARD OF EDUCATION OF THE TOWNSHIP OF WAYNE in the County of Passaic, hereinafter referred to as the "BOARD" and the WAYNE VAN AND BUS DRIVERS' ASSOCIATION hereinafter referred to as the "ASSOCIATION".

WHEREAS, pursuant to negotiations under the provisions of the New Jersey Public Employer-Employee Relations Act (Chapter 303 Public Laws of 1968) the BOARD and the ASSOCIATION have reached agreement with respect to terms and conditions of employment for van and bus drivers for the school years 1984-85, 1985-86.

WHEREAS, the Public Employer-Employee Labor Relations Act requires that when such agreement has been reached its terms shall be embodied in writing and signed by the respective parties.

NOW, THEREFORE, the BOARD and the ASSOCIATION agree as follows:

ARTICLE I

RECOGNITION

The BOARD recognizes the ASSOCIATION as the sole and exclusive representative for collective negotiations concerning terms and conditions of employment and grievances for all Van and Bus Drivers employed by the BOARD.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

The Board agrees to initiate negotiations with the Association for a Successor Agreement on or before February 1st of the school year in which this Agreement expires.

Negotiations shall commence with a meeting at a mutually satisfactory place within a reasonable time after receipt of a proposal from the Association.

ARTICLE III

EMPLOYEE RIGHTS AND PRIVILEGES

No employee shall be disciplined, reprimanded, reduced in rank or deprived of any professional advantage without just cause.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

Representatives of the Association shall be permitted to transact official Association business on school property with prior approval at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Use of facilities will be requested through normal administrative procedures.

ARTICLE V

GRIEVANCE PROCEDURES

A. Definition

A grievance is a claim by an employee, a group of employees or the Association of a violation, misinterpretation or misapplication of any provision of this Agreement, administrative decisions or Board Policy affecting terms and conditions of employment.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

Level One - Transportation Supervisor

An employee or representative of the Association, hereinafter known as the Grievant, shall first discuss the grievance with the Transportation Supervisor with the objective of resolving the matter informally. The grievance must be presented within ten (10) work/school days after the grievant could have reasonably known of the event which occasioned the grievance.

If agreement cannot be reached or if no decision is rendered within ten (10) work/school days, the grievance shall be filed, in writing within ten (10) additional work/school days with the Transportation Supervisor. The Transportation Supervisor shall respond, in writing, within five (5) work/school days after receiving the grievance.

Level Two - Business Administrator

If agreement cannot be reached at level one or if no decision is rendered within five (5) work/school days, the grievance shall be filed in writing within five (5) work/school days with the Business Administrator. The Business Administrator shall, within five (5) work/school days, hold a conference with the grievant, the grievants authorized representative, a representative of the Association, the Transportation Supervisor and any other parties of interest. The Business Administrator shall render a written decision, addressing the grievance, within ten (10) work/school days of the conference.

Level Three - Superintendent

If agreement cannot be reached at level two or if no decision is rendered within five (5) work/school days, the grievance may, within ten (10) work/school days, be filed with the Superintendent of Schools. The Superintendent of Schools shall, within five (5) work/school days, hold a conference with the previous parties to the grievance and any other parties of interest. The Superintendent of Schools shall render a written decision, addressing the grievance, within ten (10) work/school days of the conference.

Level Four - Board of Education

If agreement cannot be reached at level three or if no decision is rendered within five (5) work/school days, the grievance may, within ten (10) work/school days, be filed with the Board of Education. The Board, or committee thereof, shall within ten (10) work/school days hold a conference with the parties to the grievance and any other parties of interest. The Board shall render a written decision, addressing the grievance, within ten (10) days of the conference.

Level Five - Arbitration

If the aggrieved party/parties is/are not satisfied with the disposition of the grievance at level four or if no decision has been rendered within ten (10) work/school days of the hearing, the grievant shall request in writing that the Association submit the grievance to Arbitration. The Association may submit the grievance to arbitration within fifteen (15) work/school days after receipt of such written request by the grievant.

Within ten (10) work/school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator to obtain such a commitment within a specified period, a request for a list of arbitrators may be made to Public Employees Relations Commission (PERC) by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.

The arbitrator so selected shall confer with the representatives of the Board and hold hearings promptly and shall issue an award as soon as possible after close of hearing, but not more than 45 days thereafter or such other time for date of award that the arbitrator shall fix upon written notice to the parties. The award of the arbitrator shall be in writing and served simultaneously on the parties, with a copy to the Public Employment Relations Commission. The arbitrator may, upon mutual agreement of the parties, submit the award without a written opinion. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited or which is in violation of the terms of the Agreement, any applicable Board policy, federal or state law or the public interest.

The decision of the arbitrator regarding the violation, interpretation or application of this Agreement shall be advisory and shall not be reviewable by the Public Employment Relations Commission or in any other judicial proceeding.

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Right of Employee

Nothing herein shall be construed as limiting the right of any employee having a grievance, to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at any adjustment.

ARTICLE VI - SENIORITY

A. Seniority shall be defined as an employee's total length of services driving for the Wayne Board of Education from latest date of hire (if driver already in possession of valid New Jersey Bus Drivers License) or when he/she passes test for bus driver's license.

B. Seniority list shall be maintained and revised when necessary by Transportation Supervisor and shall be posted on bulletin board.

C. The assignment of bus and van routes shall be made in order of seniority prior to the beginning of the school year and commencing on the day the Transportation Supervisor advises the Association that the listing of routes has been posted. For a period of three days after the listing of routes has been posted drivers shall be given the opportunity to select their routes in order of seniority. Those drivers unavailable when contacted under the selection system utilized, shall not be given this priority. An officer of the Association may be present at the time of selection of routes (without pay).

D. In the event a run becomes vacant, by reason of an employee leaving his or her position as a driver, the run shall be posted for a minimum of three days to afford interested employees an opportunity to apply. The run will be assigned to the most senior applicant within the particular category.

E. Management reserves the right to change routes during the year due to population shifts or enrollment changes which will be necessary for the efficient and safe transportation of students throughout the school year.

ARTICLE VII - HOLIDAYS, PERSONAL AND BEREAVEMENT, SNOW DAYS, SICK LEAVE

A. HOLIDAYS

1. All drivers shall be granted the following paid holidays during the 1984-85 and 1985-86 school years as outlined below except when they conflict with the school calendar, or when a holiday falls on a weekend. In such cases, an alternate day will be chosen by the Association:

Columbus Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day
New Years' Day
Good Friday
Memorial Day

2. If a driver is required to work on one of the above holidays, or alternate day, the driver shall be paid for the amount of the normal guaranteed hours for that day, plus pay for that day.

B. PERSONAL and BEREAVEMENT DAYS

1. PERSONAL DAYS

a) Two (2) compensated personal leave days shall be granted at the discretion of Transportation Supervisor or his/her designee. These might include:

Family Illness	House Closings
Legal Business	Household Emergencies
Weddings	Other Good Cause
Graduations	

b) Requests for such personal days shall be submitted no more than two (2) weeks and no less than one (1) week in advance of the day requested.

c) Only two (2) drivers will be permitted to take a personal day on the same day, except in an emergency. Days will be granted on a first come, first served basis.

d) The following shall not be permitted except in cases of emergency:

1. Personal days before or after vacation or holidays.
2. Taking half days.

2. BEREAVEMENT DAYS

a) Spouse, child, parent, grandparent, brother, sister, in-law, or any other member of your immediate household - up to five (5) days.

b) Friend or relative outside the immediate family - two (2) days.

c) It is essential when calling these in to state the reason as death or funeral and identify the relationship.

d) These days must be called in to the Transportation Supervisor when the leave is requested.

C. SNOW DAYS

1. Drivers will be paid the guaranteed minimum hours for each unused snow day per year with a maximum of up to three (3) days.

2. The Transportation Supervisor will make every effort to notify drivers by 6:15 a.m. that schools are closed due to a snow emergency.

3. If drivers do arrive for work on a day when schools have closed due to inclement weather, they shall be paid for a minimum of three (3) hours; provided, however, that the drivers shall be required to work for three (3) hours at the direction of the Transportation Supervisor, performing such duties as moving vehicles for snow plowing, etc.

D. SICK DAYS

1. All drivers employed as of September 1 shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day.

2. Unused sick leave days shall be cumulative with no maximum list in accordance with statutory provisions related thereto as stated in N.J.E.A. 18A:30-2.

3. Any employee hired after July 1 will be eligible for one (1) sick day per month of employment up to a maximum of twelve (12) days per year for that year of employment.

4. All driver who are sick are required to call transportation by 6:30 a.m. each day in order to be eligible for a paid sick day. If a driver provides a doctor's note, in advance, stating he/she will be absent for health reasons for a certain amount of days, no phone call will be necessary.

5. All drivers will be paid for the normally scheduled hours they would otherwise have worked on an eligible sick day.

ARTICLE VIII - SALARIES

A. SALARY GUIDE

Any driver hired on or before January 31 and who continued employment for the remainder of the school year, will be eligible for movement to the next salary level upon recommendation of his/her supervisor.

SALARY LEVELS
BUS DRIVERS

1984-85
1985-86

4.69	5.09	5.50	5.83	6.18	6.52	6.87	
4.90	5.09	5.50	5.83	6.18	6.55	6.91	7.28 (6.0)
↓	↓	↓	↓	↓	↓	↓	↓
5.15	5.50	5.83	6.18	6.52	6.87	7.24	7.63

SALARY LEVELS
VAN DRIVERS

1984-85
1985-86

4.40	4.76	5.14	5.50	5.83	6.18	6.52	
4.65	4.76	5.14	5.50	5.83	6.18	6.55	6.91 (6.0)
↓	↓	↓	↓	↓	↓	↓	↓
4.89	5.14	5.50	5.83	6.18	6.52	6.86	7.24

ARTICLE IX - EMPLOYMENT PROCEDURES

A. EXPERIENCE FACTOR

A driver already in possession of a valid New Jersey Bus 1 or Bus 2 Driver's License will be hired at entry level, but after a probationary period of sixty (60) days, will be elevated to the next salary level pending review and approval of driver's supervisor.

Drivers hired with:

1 Year Experience - Begin at entry level and after 60 days probationary period will move to the next salary level.

2 Years Experience - 4 Years Experience - Begin at the second salary level and move to the next salary level after 60 days probationary period.

5 Years and Beyond - Begin at the third salary level and move to the next salary level after 60 days probationary period.

B. NEW EMPLOYEES

Employees hired after July 1, 1982 shall be subject to the following provisions:

(a) Probationary period of sixty (60) days during which time a driver will not be entitled to insurance benefits, personal days or holidays. At the conclusion of the probationary period of sixty (60) days, if the driver is to be retained, the driver will be eligible for all such benefits prospectively.

C. WORKING HOURS

The Board recognizes that the Association is entitled to receive time and work schedules throughout the school year upon which they can reasonably rely. The Board reserves the right to change routes during the year due to population shifts or enrollment changes which will be necessary for the efficient and safe transportation of students throughout the school year. The parties also recognize that it may be necessary for the Board to temporarily alter schedules and/or routes to meet any unforeseen emergency which might arise.

1. The drivers' workday shall be:

- a) Morning Drivers 6:30 a.m. - 9:30 a.m.
- b) Afternoon Drivers 2:00 p.m. - 4:30 p.m.
- c) All drivers assigned morning and afternoon routes in the same day are guaranteed a minimum of five and one-half (5-1/2) hours each day.

2. Sunday work, where required, shall be paid at the hourly rate of one and one-half (1-1-2) times the employee's basic hourly rate for each hour worked. In no event shall the number of hours worked on Sunday be included in the total number of hours worked during the workweek for the purpose of determining entitlement to overtime pay for work in excess of forty (40) hours in the same workweek.

ARTICLE X

A. LETTERS OF DISCIPLINE

No letter of discipline will be incorporated in the permanent personnel file of the Board unless such employee is first afforded opportunity to acknowledge same by signature. An employee may write a statement, expressing his point of view in regard to the above letter of discipline, provided this statement is written and filed with the Business Administrator within five (5) working days after the employee was permitted to read and acknowledge the original letter of discipline.

B. EMPLOYEE EVALUATION

1. Evaluation is herein defined as the overall performance of an employee in his job junction.

2. Each employee shall be given a copy of any written evaluation report prior to its inclusion in the employee's permanent file. Such written report shall not be placed in the employee's file without the employee first having been offered an opportunity for a conference with the evaluator.

ARTICLE XI - INSURANCE

A. INSURANCE PROTECTION

1. Complete family hospital coverage under Blue Cross. Surgical-Medical, major medical and prescription drug plans with Connecticut General Insurance Company.

2. Dental Plan for employee coverage only; Emergency Room Coverage and UCR (Usual and Customary Rate) Coverage.

3. In the event of a change of insurance carrier or carriers, the coverage provided by the new carrier shall be at least as comprehensive and extensive as the initial coverage heretofore provided.

4. Individual employee vision care service shall be included in the successor agreement as an additional covered medical expense. The dollar amounts contained in the schedules for other employees in the school district presently receiving this benefit shall be applicable to the Bus and Van Drivers. The deductibles, maximums payable, and percentages payable under this plan will, likewise, be the same as those presently contained in the agreements of other employees in the Wayne Schools who are currently eligible for vision care services.

ARTICLE XII - RECOGNITION OF DRIVERS

Bus-Van Drivers who have completed 15 years of service in Wayne shall be awarded Five Hundred Dollars (\$500.00) in recognition of services rendered. In each case this amount shall be given in a lump sum to the driver at the time he/she ceases to be employed by the Wayne Public Schools upon actual certified age-service retirement pursuant to the Public Employees Retirement /stem.

WAYNE BUS-VAN DRIVERS ASSOCIATION

Margot Weinert

Margot Weinert, President

Margaret Linton

Margaret Linton, Vice President

September 3, 1985

Date

WAYNE BOARD OF EDUCATION

Michael P. Krause

Michael Krause, President

Dorothy Schroeder

Dorothy Schroeder
Acting Business Administrator

August 29, 1985

Date