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NOT CIRCULATE

A G R E E M E N T

NORTH BRUNSWICK BOARD OF EDUCATION

NORTH BRUNSWICK SCHOOL BUS DRIVERS

and

NORTH BRUNSWICK STATION WAGON DRIVERS

July 1, 1971 - June 30, 1972

P R E A M B L E

This Agreement entered into this _____ day of
_____, 19____, by and between the Board of
Education of North Brunswick, the Township of North Brunswick,
New Jersey, hereinafter called the "Board", and the School Bus
and Station Wagon Drivers, hereinafter called the "Unit".

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Committee as the majority representative for collective negotiation concerning the terms and conditions of employment for all persons of the Station Wagon Drivers Unit, including:

Station Wagon Drivers

School Bus Drivers

- B. Unless otherwise indicated, the term "Station Wagon Drivers Unit" shall refer to all employees as defined in article I, Section A and references to male staff shall include female staff.

ARTICLE II

NEGOTIATION PROCEDURE

The parties agree to comply with the requirements of Chapter 303, Public Laws of 1968.

A. The parties agree to comply with the requirements of Chapter 303, Public Laws of 1968, in a good faith effort to reach agreement. Such negotiations shall begin not later than November 1 of the calendar year preceding the calendar year in which this agreement expires.

B. During negotiation, the Board and the Station Wagon Drivers Unit shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available all public information of the North Brunswick School District.

C. At the close of each negotiations session, the parties will agree on an agenda for the next negotiations session. Either party may add to this agenda by written notice to the other party no less than five (5) days prior to the previously set negotiations session.

D. All negotiations sessions between the parties shall be scheduled at least five days in advance, to take place when persons involved are free from job responsibilities, unless otherwise agreed.

E. The contract entered into shall be reduced to writing, and shall contain the full agreement between the parties. Any change in said agreement shall be in writing, and shall be signed by both parties. No verbal agreements, understandings or warranties shall be recognized by either party, unless they have been reduced to writing and signed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall mean that a Staff member or group of staff members are appealing the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.
2. An "aggrieved person" is the person or persons claiming the grievance.
3. A "party in interest" is the person or persons claiming the grievance and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

B. Purpose

1. The purpose of this procedure is to resolve, at the lowest possible level, any grievance presented. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. An individual employee at any time may present grievances.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such a time that it cannot be processed through all steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties, provided, however, in the event it is agreed by the Board or its agents to hold the proceedings during regular working hours, a staff member participating in any level of the grievance procedure, with any representative of the Board, shall be released from the assigned duties without loss of salary.

Article III - Grievance Procedure (Continued)

4. Level One

A Station Wagon Driver or School Bus Driver with a grievance shall first submit it in writing to his immediate supervisor, with the objective of resolving the matter informally. Forms for filing grievances and other necessary documents shall be prepared jointly by the Superintendent and the designated committee and given appropriate distribution.

5. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at level one or if no decision has been rendered within five (5) school days after presentation, he shall submit the grievance in writing to the Superintendent of Schools, within ten (10) school days after filing this grievance at level one. The Superintendent of Schools shall have the final adjudication of the grievance.

D. Rights of an Individual to Representation

Any individual staff member of the district shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his grievance. He shall have the right to present his own grievance at any step or to designate a representative(s) of the Committee or other person of his own choosing to appear with him at any step.

E. Limitation

1. An employee or group of employees shall not have the right to refuse to follow an administrative direction or board policy on the grounds that he has instituted a grievance.

F. Miscellaneous

1. All decisions rendered at Level Two of the grievance procedure shall be in writing, setting forth the reasons therefore, and shall be transmitted promptly to all parties in interest.
2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in the Article.

PAGE STRUCTURE FOR STATION WAGON AND SCHOOL BUS DRIVERS

The rate per hour for station wagon and school bus drivers is as follows:

School Bus Drivers - \$3.25 per hour

Station Wagon Drivers - \$3.00 per hour

Substitute Drivers - \$2.75 per hour

Pay for service of vehicles at service stations, for gassing up at the municipal garage, for getting vehicles washed, for taking vehicles for inspection and for any other approved services shall be paid on an extra-time basis at the above rates. Such extra time to be submitted at the end of each month.

It is the obligation of each driver to inform his immediate supervisor one month in advance of the expiration of his New Jersey School Bus Driver's License.

The Board of Education will bear the expense for the yearly physical examination.

INSURANCE BENEFITS

The North Brunswick Board of Education for the 1971-72 school year will pay for every eligible employee according to his/her marital status:

100% of the cost of Blue Cross/Blue Shield membership

100% of the cost of present Major Medical coverage.

Eligibility for Board payment:

For Blue Cross/Blue Shield, employees must work 24 or more hours per week.

For Major Medical Insurance, employees must work 15 or more hours per week.

STATION WAGON DRIVERS AND SCHOOL BUS DRIVERS

A. Leave

Any station wagon driver or school bus driver working twenty-four (24) or more hours per week shall have without loss of pay:

- 1) Ten (10) cumulative sick leave days per year.
- 2) Three (3) personal leave days per year, non-cumulative as defined in Policy #4154.
- 3) Three (3) funeral leave days per year, non-cumulative, as defined in Policy #4154.

ASSOCIATIONS

This agreement was approved at a regularly scheduled meeting of the Board of education on June 8, 1971, by a roll call vote of 8 to 0.

ON THIS 10 day of June, 1971.

For the North Brunswick Board of Education:

Christine Krauss
Christine Krauss, President

Maurice E. Meloon
Maurice E. Meloon, Secretary

For the North Brunswick Station Wagon Drivers:

George F. Ferris