

AGREEMENT

NORTH BRUNSWICK TOWNSHIP BOARD OF EDUCATION

and

NORTH BRUNSWICK TOWNSHIP SCHOOL TRANSPORTATION DRIVERS

July 1, 1994 - June 30, 1997

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PREAMBLE

This Agreement entered into this 1st day of July 1994, by and between the North Brunswick Township Board of Education, hereinafter called the "Board", and the North Brunswick Township School Transportation Drivers, hereinafter called the "Unit".

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ARTICLE I
RECOGNITION

- A. The Board hereby recognized the Committee as the majority representative for collective negotiations concerning the terms and conditions of employment for all persons of the N.B.T.S.T. D. Unit.

- B. Unless otherwise indicated, the term "Driver" shall refer to all employees as defined in Article I, Section A, and references to male staff shall include female staff.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

- 1. A "grievance" shall mean that a Unit member or group Unit members is 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 proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.**

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 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 the steps of 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. 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.**

4. **Level One**

A person or persons who are members of the Unit having a grievance, shall first submit it in writing to the Transportation Coordinator, with the objective of resolving the matter informally. Forms for filing grievances and other necessary documents shall be obtained from the Transportation Coordinator.

5. **Level Two**

The Grievance Committee and the employee may appeal the decision of the Transportation Coordinator to the Business Administrator within five (5) working days after receiving said decision. This appeal shall be in writing and shall be accompanied by a copy of the Transportation Coordinator's decision, and copies of all decisions, documents and other information relating to the grievance. The Business Administrator shall hold an informal hearing on the grievance appeal. He may hear witnesses or employees who participated in the first level of the grievance procedure, and any other participant and evidence relevant to the issue involved. Within ten (10) working days after the hearing, the Business Administrator shall communicate his decision, in writing, with the supporting reasons to the aggrieved person, to the Grievance Committee of the Unit and to the Transportation Coordinator.

6. **Level Three**

If the aggrieved person or persons are not satisfied with the disposition of the grievance on Level Two, or has not received a written reply within ten (10) working days after the grievance was delivered to the Business Administrator, he may within five (5) working days after the decision by the Business Administrator, or fifteen (15) days after the grievance was delivered to the Business Administrator, whichever is sooner, submit, in writing, his grievance to the Board of Education. If such notification is not received by the Board within a fifteen (15) working day period, the grievance shall be considered waived and thereafter stopped from pursuing said claim. If notified, the Board shall hold an informal hearing and render a decision within fifteen (15) working days after receipt 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 grievance in person or through any designated representative(s) of his own choosing at any step of the proceedings.

E. Limitation

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

F. Miscellaneous

- 1. All meetings and/or informal 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.**
- 2. The officers of the Unit will be the Grievance Committee for the length of the agreement.**

ARTICLE IV

**WAGE STRUCTURE FOR NORTH BRUNSWICK TOWNSHIP
SCHOOL TRANSPORTATION DRIVERS**

The rate per hour for members of the Unit is as follows:

<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
\$13.50	\$14.00	\$14.50
\$13.00	\$13.50	\$14.00
\$12.50	\$13.00	\$13.50
\$12.00	\$12.50	\$13.00

1. All members of the Unit will record their daily time and submit the time sheet on the 15th and 30th of the month.
2. 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 is to be submitted on the bimonthly time sheet with an explanation of same.
3. 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.
4. The Board of Education will bear the expense for the yearly physical examination and license cost.

ARTICLE V

TERMS AND CONDITIONS OF EMPLOYMENT

1. **Working Day**

The working day, during the school year, will contain a minimum of five (5) hours for pay purposes.

2. **Snow Days**

On snow days, the Transportation Coordinator will advise all drivers of school closings. Should a driver report to work before official notice (radio or Supervisor), two (2) hour guarantee will be paid.

3. Winter jackets will be provided every three years.

4. Each driver shall have one set of rain gear.

5. Eleven (11) sick days per year, cumulative (same provision as N.B.T.E.A. Agreement).

6. Three (3) personal leave days per year (same provision as N.B.T.E.A. Agreement).

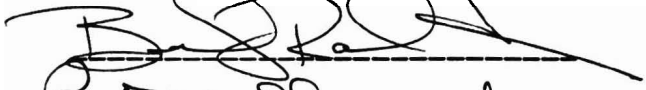
7. Health benefits per N.B.T.E.A. district employees.

8. Paid snow days.

ARTICLE VI
AUTHORIZATION

This agreement shall be effective as of July 1, 1994 and shall continue in effect until June 30, 1997.

**NORTH BRUNSWICK TOWNSHIP
SCHOOL TRANSPORTATION DRIVERS**



Patricia Sheppard

Joanne Letson

Mary Bode

**NORTH BRUNSWICK TOWNSHIP
BOARD OF EDUCATION**

By: 

President

Attest:



Board Secretary