

## Driver Contract 2007-2010

THIS AGREEMENT, made this 30th day of *September, 2008*, 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 regularly employed employees of the Board on the following designated position:

#### **Bus Driver**

but, excluding substitutes and all other employees. A regularly employed 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 "employees" 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 and two (2) alternates 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 C.

5.2.1: The Board will organize regularly scheduled daily runs into packages, indicating each packages status of eligibility to be put together with a 3:55 late run, and drivers will select such packages prior to the commencement of school in order of seniority. Within the week prior to run selection, the status of eligibility for the 3:55 late run will be reviewed with the Union Committee. Regular daily runs and packages will be optimized by the Assistant Superintendent for Business 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 4 hours) and (c) ensure that we have adequate coverage and that all students can be transported in a safe and timely manner. Midday and late runs will be selected by the drivers separately, keeping in mind that 3:55 late runs do not work with every package, as will be indicated by the Transportation Supervisor at the time of selection, and then added to their packages for a total maximum not to exceed 8 hours.

Unassigned midday and late runs will be re-offered to drivers by seniority. 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 regular scheduled runs, 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*
  - a. *up to two (2) runs in the AM*
  - b. *up to two (2) runs in the PM*
  - c. *no midday, late runs or shuttles unless union drivers are*

*not available.*

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 after 6/01/01: 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 six months of contracted employment, or to the end of the school year (if less than six months are left in that school year).

5.3.1: Non-regularly scheduled runs shall be distributed as equally as practicable among the employees qualified and capable of performing the work available. These runs shall be offered to employees in order of seniority on a rotating basis. Shuttles will be offered to trip drivers by seniority only with NO rotation.

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: The first three educational/field/athletic trips, on any school day, that conflict with any driver's regularly scheduled runs (except late runs) will be covered by a non-contracted driver. After the first three trips, the trip list will be followed and any driver that has a run conflicting with the trip may refuse the trip and receive a makeup trip. Refusals based on this stipulation will be non-chargeable.

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.

5.6.1: Van drivers hours of work for their regularly scheduled runs 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 as indicated on the route package.*

5.7.1: Bus drivers cover bus driver's runs, van drivers cover van driver's runs. When all van drivers are busy and van work needs to be done, then, and only then, is it offered to bus drivers. Also, qualified van drivers may drive bus driver's runs when no other bus drivers are available.

5.7.2: Athletic/Educational/Field trips that fall during any recess of 3 or more consecutive school days will be posted in the lounge 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.

## 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. For purposes of picking runs, new driver's seniority is calculated by the order of recommendation to the Board for the August meeting, which generally occurs after the picking of runs.

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: Regular Runs: For the school years 2007-2008, 2008-2009, 2009-2010, regularly scheduled daily runs shall be compensated at the hourly salary rate set forth on Appendix A annexed hereto and made a part hereof. Regularly scheduled daily runs shall be compensated based upon the actual amount of time the employee is scheduled to work on each run.

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.

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 package shall be financially compensated according to the hourly rate.

8.1.5: Drivers having a regularly scheduled run cancelled that will NOT be made up at a later date will be expected to be available for other runs. Exception will be 1) for midday coverage where, when more than one driver is involved, the drivers will be available *in the drivers' lounge* on a rotating basis for one-half (1/2) hour and 2) that late runs are not included under this article. Under this provision, drivers assigned to another run will be compensated only for any time above their normally scheduled run.

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: Late Runs: Late runs (5:30 High School) are counted as one (1) hour. Late runs (3:55 Combined High School/Middle School) are counted as one and one half (1.5) hours. A driver who works more time on any particular day's late run shall receive compensation for any such additional time upon submission of a time sheet specifying the amount of extra time worked. Late runs will only be paid for those days from the start of the school year to the scheduled cessation of such runs near the end of the school year.

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

$$\text{Compensation} = \text{Actual Trip Time} + \text{Prep Time} \geq \text{Contracted Hours not done}$$

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.

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, school to school within the district, shall be compensated at a minimum of one-half (1/2) hour.

8.6.1: Longevity: In addition to the compensation provided above, employees with five (5) or more years of continuous employment as a bus driver in the District shall receive the following longevity payments:

	<u>2007/08</u>	<u>2008/09</u>	<u>2009/2010</u>
After 5 years	\$283	\$392	\$500
After 10 years	\$443	\$597	\$750
After 15 years	\$567	\$783	\$1000

Longevity will be included as salary.

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 school physician. Drivers may utilize their own doctor, at their own expense. *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 Eve Day*, Christmas Day, Next Workday after Christmas Day, New Year's Eve 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.

Immediate Family is defined as: Spouse, parent, child, sibling or other relative who lives in the same household.

Personal leave is to be used for the following reasons:

Serious illness in the immediate family

Marriage of the employee

Marriage in the immediate family

Legal and Religious causes

Death in the Family – shall include the immediate family plus grandparents, father-in-law, mother-in-law, sister-in-law, or brother-in-law

Two (2) of these personal days may be taken "without reason". However, no personal leave "without reason" may be taken during the first week of school or the last week of school. Personal Leave "without reason" may be taken on the day before or after a holiday or vacation and will result in the driver being charged for 1 full personal "without reason" day and a one-half (1/2) day loss of pay. One (1) of these personal "without reason" days may be taken in hourly increments, up to the number of hours that the driver is contracted for. Any such unused personal leave "without reason" shall be accumulated from year to year as sick time.

Other “just and compelling” causes, which require the employee’s absence during the hours of the regular school day, subject to the approval of the Assistant Superintendent for Business.

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 Assistant Superintendent for Business, 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 Assistant Superintendent for Business 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 Assistant Superintendent for Business. 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.

9.1.5: Drivers may utilize one of their personal no reason days when school is closed due to inclement weather. Drivers must notify the office within forty-eight (48) hours of each occurrence. Drivers are limited to the number of personal no reason days they have available at that time.

## 9:2: Unpaid Personal Leave

9.2.1: An employee may request an unpaid leave of absence, for any of the reasons outlined under Paid Personal Leave section [see 9.1.1 above], in writing to the Assistant Superintendent for Business. The conditions for an unpaid leave of absence are the same as outlined for a paid leave of absence [see 9.1.2 above].

9.2.2: Any extended (in excess of one (1) week) unpaid leave of absence must be approved in advance by the Board of Education. If a request for such an unpaid leave of absence is denied, there shall be no recourse through the grievance procedure. The taking of such an unpaid leave of absence without appropriate authorization shall be deemed as a resignation from their bus driver position.

### 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 Assistant Superintendent for Business' 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 Assistant Superintendent for Business 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: *For 2008/09, at the discretion of management, any employee absent on sick leave*

may be required to submit acceptable medical evidence substantiating the illness. For 2009/10, any employee absent on sick leave for more than two (2) cumulative days will be required to submit acceptable medical evidence substantiating the illness. This is a general rule, except in cases where the Assistant Superintendent for Business 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 one half (1/2) of the earned and unused accumulated sick leave which is on credit to them at the time of said retirement or resignation. The rate of reimbursement will be at \$50.00 per day, with the additional provision that such a lump sum reimbursement shall not exceed \$7,500. 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.

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 10 sick days at the rate of \$50 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 of accumulated sick days must not fall below 40 after the requested buy back days are subtracted from the total accumulated days.

## ARTICLE 11. RIGHTS AND PRIVILEGES OF THE UNION

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 Assistant Superintendent for Business 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 Assistant Superintendent for Business, and such use does not conflict with the normal school mail operations. A copy of any such mail shall be filed with the Assistant Superintendent for Business 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 Assistant Superintendent for Business or his designee. The Assistant Superintendent for Business 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 involving the non-renewal of any staff member covered by this Agreement

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 Assistant Superintendent for Business, 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 provide insurance coverage to the employees as currently provided, with the exceptions and changes as noted below:

Coverage: For individuals employed by the Board prior to July 1, 1998: 1) The Comprehensive Medical Plan, and at the choice of staff a voluntary PPO; or 2) a voluntary DPP Plan.

For individuals employed by the Board after June 30, 1998: Mandatory DPP Plan (increase co-pay from \$5 to \$15).

Exceptions: For individuals employed by the Board in a position covered by this contract prior to July 1, 1996, the Board will pay the premium health insurance costs for employee and dependents.

For individuals hired by the Board in a position covered by this contract after June 30, 1996 the Board will pay the premium health insurance costs for the employee and 95% of the dependent coverage.

Deductibles: The total annual deductible for medical coverage will be \$200.00 for individual coverage and will be \$400.00 for family coverage. The total annual deductible for dental coverage will be \$50 for individual coverage and \$100 for family coverage.

Other Provisions: Both mandatory second surgical opinion (for certain specified surgical procedures only) and hospital pre-certification continued stay review features will be incorporated into the medical insurance program. The second opinion requirement will be fully covered by the insurance policy and not subject to the deductible requirement.

Eligibility for insurance coverage for employees hired after September 1, 1981, shall be restricted to employees working twenty (20) hours or more per week on a regular basis.



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

13.3: 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.

13.4: 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.

13.5: 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. EDUCATIONAL 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 provided the position vacant is not a lateral move or down bidding. A driver changing from buses to vans or vice versa shall submit a letter to the Superintendent indicating a desire to change. No lateral moves or down-bidding.*

15.8: The Board and the Union agree to establish a safety committee comprised of up to two (2) Bus Drivers and up to two (2) designated representatives of the Board, to confer from time to time with respect to transportation safety in the District. Any recommendations of the safety committee shall not be binding upon the Board. Drivers participating on the committee shall do so on their own time and shall not receive any compensation for such participation.

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: The Board and the Union agree to establish an Independent Accident Review Board comprised of up to two (2) Bus Drivers and up to three (3) designated representatives of the Board, to confer bi-monthly with respect to recent collisions with district vehicles. The Independent Accident Review Board's purpose is to decide whether the collision was non-preventable, or if preventable, what could have been done to prevent it

15.11: Any driver in active duty will receive a \$100 Savings Bond at the end of each year for no preventable collisions, as determined by the findings of the Independent Accident Review Board.

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

## 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, 2007 and shall continue in effect until June 30, 2010.

Board of Education of the  
Township of Mount Olive

Teamsters Industrial and Allied Workers  
Union, Local 97


BY:   
\_\_\_\_\_

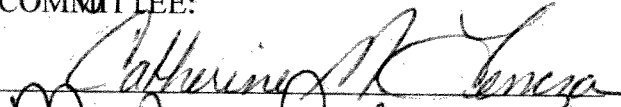
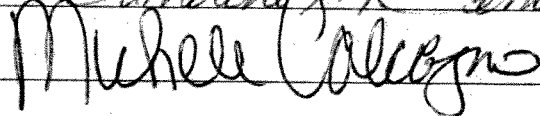
BY:   
\_\_\_\_\_

Board of Education: President

COMMITTEE:

ATTEST:

  
Assistant Superintendent For  
Business

  
  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX A – Salary Guide

SALARY GUIDE

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

<u>Bus Drivers</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
<i>1st year</i>	\$ 20.21	\$ 20.96	\$ 21.71	\$ 22.46
<i>2nd - 4th year</i>	\$ 21.14	\$ 21.89	\$ 22.64	\$ 23.39
<i>5th year and over</i>	\$ 23.96	\$ 24.71	\$ 25.46	\$ 26.21
<i>Training Rate (Bus)</i>	\$ 18.00	\$ 18.00	\$ 18.00	\$ 18.00

<u>Van Drivers</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
<i>1st year</i>	\$ 18.85	\$ 19.60	\$ 20.35	\$ 21.10
<i>2nd - 4th year</i>	\$ 19.80	\$ 20.55	\$ 21.30	\$ 22.05
<i>5th year and over</i>	\$ 22.61	\$ 23.36	\$ 24.11	\$ 24.86
<i>Training Rate (Van)</i>		\$ 18.00	\$ 18.00	\$ 18.00

APPENDIX B. – Attendance Incentive Program

ATTENDANCE INCENTIVE PROGRAM: MT. OLIVE TOWNSHIP SCHOOLS –  
TRANSPORTATION OFFICE

In order to encourage exemplary employee attendance, beginning September, 2001, a program of systematic distribution of savings bonds will be made to those employees whose attendance records, as of the end of each period, meet the following eligibility criteria:

Period	Combined Total Days	Amount of Savings Bond Taken for Sick/Personal
September/October	None	\$50.00
	½, or more, day(s)	\$ 0.00
November/December	None	\$50.00
	½, or more, day(s)	\$ 0.00
January/February	None	\$50.00
	½, or more, day(s)	\$ 0.00
March/April	None	\$50.00
	½, or more, day(s)	\$ 0.00
May/June	None	\$50.00
	½, or more, day(s)	\$ 0.00
Sept/June (Full Year)	None	\$100.00 (Additional to above)

The incentive amounts are applicable to eligible employees of Teamsters Local 97 who are contracted to work for the Board of Education. In calculating the number of absences to determine eligibility for the above incentive payment(s), absences for bereavement under section 9.1.1.3 or bereavement under section 9.1.4, and absences of a judicial subpoena, under section 9.4, which require an employee to participate in legal proceedings, not to exceed two (2) days, provided that the Board is not the defendant (respondent) as a result of action taken by an employee, group of employees, or the Association in the capacity of plaintiff, co-plaintiff, third party plaintiff or amicus, shall be excluded.

Attendance incentive bonds shall be processed by the end of the month following the period of eligibility. Drivers must be employed the entire period to be eligible.

Use of personal no-reason days for inclement weather shall also be excluded.

APPENDIX C – 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 Runs

All runs that are included in any driver's package

AM/PM

Midday

Late

3. Non-Regularly Schedule Runs

Field/Educational Trips

Athletic Trips

Temporary Runs

Work Program Runs (due to flexible nature of run)