

W. 8215

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COLLECTIVE BARGAINING AGREEMENT

-BETWEEN

THE SOUTHERN GLOUCESTER COUNTY REGIONAL HIGH SCHOOL DISTRICT

AND

THE SOUTHERN GLOUCESTER COUNTY REGIONAL HIGH SCHOOL DISTRICT  
TRANSPORTATION DEPARTMENT ASSOCIATION (N.J.E.A.)

July 1, 1987 - June 30, 1989

ARTICLE I  
RECOGNITION

The Board of Education of the Southern Gloucester County Regional High School District recognizes the Southern Gloucester County Regional High School District Transportation Employees Association as the exclusive representative for the bargaining unit consisting of Bus Drivers employed on a full-time regular contract, and excluding all mechanics, the Superintendent, Principals, Vice-Principals, Board Secretary, supervisors, confidential employees and all other personnel represented by other bargaining units.

ARTICLE II  
NEGOTIATION OF A SUCCESSOR AGREEMENT

- A. The parties agree that no later than one hundred and twenty (120) days before the required budget submission date of the public employer the parties will re-enter negotiations on the existing agreement.
- B. Modification - 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.

ARTICLE III  
GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" is an allegation that a specific provision of this agreement, a Board Policy or Administrative decision, that affects the terms and conditions of employment has been violated.
2. A "grievant" is an employee or the Association who files a grievance.
3. "Day" means calendar day. Saturdays, Sundays and state mandated legal holidays are excluded as the last day of the time limit.
4. A "representative" is a person or agent designated to represent either party in the grievance procedure.
5. A "party in interest" is a person, agent or agency with an interest in the grievance.

3. Level 3 - Appeals to the Superintendent - A. Within five (5) days of the decision at Level 2, the grievant may appeal to the Superintendent, the appeal shall include all materials previously submitted.

B. The Superintendent shall establish a hearing within ten (10) days following such a request and notify the grievant five (5) days prior to the hearing date.

C. Five (5) days after the hearing is completed, the Superintendent shall notify the parties in interest of his decision on the matter.

4. Level 4 - Appeals to the Board of Education - Grievances appealed to the Board of Education shall be processed as in Level 3, except that the Board will establish a hearing within thirty (30) days. The Board shall forward its decision to the grievant within ten (10) days after the adjournment of the hearing. The decision of the Board in these matters shall be final and binding unless appealed to the advisory fact finding procedure in Level 5.

5. Level 5 - Appeals to the Advisory Fact Finder - A. If the grievant is dissatisfied with the decision of the Board of Education, the grievant or the Association may request the appointment of an advisory fact finder, such request to be made within five (5) days after receipt of the Board's written answer by the grievant.

B. The grievant and the Association must waive the right, if any, in writing, to submit the dispute to any other administrative or judicial tribunal.

C. Either party may request that the American Arbitration Association submit a list of qualified fact finders to hear the dispute and issue an advisory opinion.

D. If the parties cannot mutually agree on a designated advisory fact finder, within seven (7) days of receiving the AAA list, then the AAA shall appoint an advisory fact finder from the list.

E. The fact finder shall hold necessary hearings and issue an advisory opinion including recommendations for settlement of the dispute to the parties. The fact finder cannot add to, subtract from or amend the agreement between the parties and must confine his or her findings to the facts presented by the parties. The Board, the Association and grievant will receive copies of the fact finders advisory report. The fact finder's report will be submitted within thirty (30) days after the completion of the fact finding hearing(s). If the Board does not adopt the advisory opinion of the fact finder, its decision at Level 4 shall stand.

D. General Provisions

1. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.

ARTICLE V

EXTENDED LEAVES OF ABSENCE WITHOUT PAY

- A. All extended leaves for employees will be considered on a case-by-case basis by the Board of Education. The employee interested in obtaining an extended leave, should apply to the Board in writing. The application should be forwarded to the Office of the Superintendent of Schools no later than ninety (90) days before the employee wishes to commence his or her leave. The employee should state on the application the date the leave is to commence, the reason for the leave and the length of the leave requested.
- B. No leave will be approved for more than one (1) calendar year at any one time. The Board will notify the employee of its decision no later than fifteen (15) days before the commencement of the employee's requested leave. If, after an employee has been granted a leave, the employee wishes an extension of that leave, the request for the extension of the leave shall be made in writing to the Superintendent of Schools who will refer the request to the Board. The request for an extension of leave must be made at least forty-five (45) calendar days before the termination of the existing leave granted by the Board.
- C. In emergency situations the employee should contact the Board of Education or the Superintendent of Schools no later than fifteen (15) days before the commencement of the requested leave. The Board will expedite consideration of emergency leaves of absence, provided there is fifteen (15) days notice and it is properly processed in writing with the Superintendent of Schools.
- D. All leaves will be granted at the discretion of the Board of Education.

ARTICLE VI

SICK LEAVE

- A. Each driver shall be entitled to ten (10) days of sick leave per year. A doctor's certificate may be required at the discretion of the Superintendent or the Board of Education. If the employee has worked for the district less than a full year, one (1) day of sick leave for each two (2) months of employment may be granted at the discretion of the Superintendent. Sick leave shall accumulate from year to year. Driver's sick leave shall be paid on days that their respective, regularly assigned run is in scheduled operation.
- B. The Board Secretary's Office will provide to each employee of the Transportation Department an accounting of the number of sick days each employee has remaining on the first payroll period in September of each school year.
- C. Any employee who completes twenty (20) consecutive years of employment with the District who has accumulated unused sick leave will be eligible for this benefit upon retirement from the district. Retirement shall be defined as the completion of all retirement requirements for the processing of a pension under the New Jersey Public Employees Retirement System. Each employee with unused sick days at the time of retirement will be eligible for a reimbursement five dollars (\$5.00) For each unused day up to a maximum payment of one thousand dollars (\$1,000.00) for each individual participant. Should an employee die anytime prior to receipt of such payment, payment shall be made to his or her estate. An employee must be scheduled to drive a minimum of five (5) hours per working day during his/her final year of employment to receive this benefit. The minimum hour requirement shall not apply if the employee cannot be scheduled through no fault of his/her own to drive the minimum five (5) hours per working day.

ARTICLE VIII

A. HOSPITALIZATION

In 1987-88, the Board will assume full cost of medical coverage. In 1988-89, the Board will assume up to \$870.04 in the cost of single coverage, up to \$1,291.24 in the cost of employee/child coverage, up to \$1,915.96 in the cost of husband/wife coverage, and up to \$2,120.08 in the cost of family coverage in 1989-90, the Board will assume up to \$920.04 in the cost of single coverage, up to \$1,341.24 in the cost of employee/child coverage, up to \$1,965.96 in the cost of husband/wife coverage, and up to \$2,170.08 in the cost of family coverage. Employees will pay the balance of the cost of their particular coverage. A school bus driver must be scheduled to drive a minimum of five (5) hours per working day to receive this benefit. The minimum hour requirement shall not apply if the employee cannot be scheduled through no fault of his/her own to drive the minimum five (5) hours per working day.

B. PRESCRIPTION DRUG REIMBURSEMENT

In 1988-89, the Board will pay each employee \$25.00 to apply to any prescription costs incurred.

In 1989-90, the Board will pay each employee \$75.00 to apply to any prescription costs incurred.

Payment to be made in the first pay period in September.

B. Fifteen (15) days in advance of the issuance of any work rules or revisions or amendments to existing work rules the employees of the department will receive a copy of the new work rules and any revisions, amendments or corrections. The employees will be requested and encouraged to comment on these work rules or changes and revisions and reply to the Board of Education and its Superintendent at least five (5) days before the first day of work in each school year. The final adoption of the work rules will be at the discretion of the Board of Education.

#### ARTICLE XIII

##### WORK PERFORMANCE

All employees of the Transportation Department will be expected to perform all duties as assigned by their supervisors. This shall include, but not be limited to: bus driving, bus inspection, necessary preventive maintenance checks, vehicle cleaning and other functions as indicated in the Transportation Department Work Rules Handbook.

#### ARTICLE XIV

##### WORK YEAR

The work calendar of all employees in this bargaining unit shall be as established by the Board of Education and a work calendar shall be published and posted in the Office of the Transportation Coordinator at the beginning of the work year.

#### ARTICLE XV

##### HOURS OF WORK

The hours of work for all employees covered by this contract shall be set forth in the schedules promulgated by the Board of Education through its administrators. The initial hours of work scheduled for each employee shall be posted in the Office of the Assistant Superintendent at the commencement of the school year.

Vacation requests and leave without pay requests shall be submitted for approval at least eight (8) school days in advance of the date(s) requested. No more than two (2) drivers may be off work at the same time.

#### ARTICLE XVI

##### WORK CONTINUITY

The Delsea Regional High School Transportation Association agrees that during the duration of this agreement, there shall be no strikes, work stoppages or other concerted refusal to work by employees covered by this agreement.

ARTICLE XIX  
SALARY INCREMENTS

The annual increments shall be granted to drivers upon recommendation of the Superintendent, at the discretion of the Board of Education. The employee must have been employed by the Board of Education for the entire previous year to be eligible to receive an annual increment. The increment may be withheld by the Board of Education for cause, such as careless driving, improper care of the bus, lack of cooperation, insubordination or incompetence.

ARTICLE XX  
LONGEVITY

The parties agree that employees covered by this contract who have completed ten (10) consecutive years of driving service for the district, will receive one hundred and twenty dollars (\$120) above their regular salary as a longevity payment.

ARTICLE XXI  
NON-PUBLIC STATE AIDED TRANSPORTATION RUN COMPENSATION

The parties agree that employees required by the school district to transport non-public school pupils on days when the Southern Gloucester County Regional School District is not in session will be compensated for such duty as follows:

- 1) On state mandated legal holidays employees will receive time and one-half for each hour actually worked on the bus run.
- 2) On days other than state mandated legal holidays employees will be compensated two dollars and fifty cents (\$2.50) per run above the employees regularly hourly rate of pay as indicated in Article XXII of this Agreement.
- 3) School bus drivers may be granted leave without pay on either of these required days mentioned in #1 and #2 provided:
  - A. That a written request is made to the transportation supervisor at least eight (8) school days prior to the day(s) requested.
  - B. That no more than two (2) school bus drivers may be granted permission on any given day.

ARTICLE XXII  
SEVERABILITY

If any part, clause, portion or article of this agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion or article may be deleted and the remainder of the agreement not so affected shall continue in full force and effect, absent the affected clause.

## F. Representation Fee

1. The Association shall, on or before September 5, deliver to the Board a written statement containing the following:

- a) A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
- b) A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.
- c) A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.
- d) Evidence that the Association enjoys the voluntary membership of at least 50% of the employees covered by the Agreement.
- e) A list of all bus drivers who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

2. Beginning with the first full pay period in October, the Board will commence deductions from salaries of employees in accordance with paragraph 3. below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

### 3. Payroll Deduction Schedule

The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paychecks:

- a) In October; or
- b) Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.



ARTICLE XXV

SALARIES

<u>1986-87</u>	<u>STEP</u>	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
5.46	1	-	-	-
5.84	2	6.25	6.25	6.25
6.25	3	6.75	6.75	6.75
6.74	4	7.25	7.25	7.25
7.21	5	7.75	7.75	7.75
7.71	6	8.25	8.25	8.25
8.16	7	8.75	8.75	8.75
8.68	8	9.25	9.25	9.25
9.10	9	9.75	9.75	9.75

Each employee shall be placed on step in each of the above salary guides at the next higher rate of pay than the rate paid to him/her in the preceding contract year. In some instances, the employee shall have his/her step altered from the previous year. Steps on the guide do not necessarily reflect years of experience in the district.

Employees with 12 or more completed years of service as of June 30, 1987 shall be paid as follows:

<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
\$10.25	\$10.75	\$11.25