

SOUTHERN GLOUCESTER COUNTY

REGIONAL HIGH SCHOOL DISTRICT

Transportation Department Agreement

Art. 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 fulltime regular contract, and excluding all mechanics, supervisors and confidential employees of the Transportation Department.

Art. 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. Modifications - 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.

Art. 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.

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5. A "party in interest" is a person, agent or agency with an interest in the grievance.

B. Procedures -

1. Grievances shall be processed promptly and expeditiously.
2. Grievances shall be adjudicated according to the terms of this agreement.
3. Formal grievances shall be in writing
4. Communications and decisions concerning formal grievances shall be in writing.
5. Grievances filed but not resolved under the terms of this procedure shall be resolved according to a mutually agreed time structure.
6. Parties in interest shall be permitted representatives limited to three (3) persons at all levels of the procedure, and witnesses as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing.
7. There shall be one (1) designated employee grievance representative representing the Transportation Department.
8. There shall be no additional evidence submitted during the grievance process, once a formal grievance has been filed.
9. Failure by a grievant to process a grievance within the specified time limit shall render the grievance as settled in favor of the Board.
10. Failure to issue a decision within the specified time limit shall render the grievance settled in favor of the grievant.

C. Processing -

1. Level 1 - Informal Grievances - A grievant shall discuss informally with his or her immediate superior any alleged violations of this agreement, within ten (10) days of such occurrence, in order to resolve the grievance. Failure to resolve the grievance shall advance the grievance to level 2.

2. Level 2 - Formal Grievances

- A. A grievant shall file a formal grievance within ten (10) days of the occurrence of the grievance and shall specify the cause of the grievance, the nature of the grievance, the evidence and the remedy sought. This information shall be placed on the appropriate grievance form.
- B. The immediate supervisor shall hold a meeting promptly within five (5) days of receipt of the formal grievance, and shall render his or her decision within five (5) days after the hearing.

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 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 can not 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.
- 2. The filing or the pendency of a grievance shall not impede the normal management and operation of the school.
- 3. All records of grievance processing shall be filed separately.
- 4. Forms for grievance processing shall be mutually agreed upon by the parties to the agreement. The Superintendent will distribute these forms as they are needed by employees.
- 5. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

Art. IV

Seniority -

- A. Seniority shall be defined as, continuous, unbroken service with the employer. Voluntary termination, dismissals, absence without leave and layoffs in excess of six (6) months all constitute a break in service. Approved leaves of absence that are approved by the Board of Education do not constitute a break in service.
- B. A seniority roster will be prepared on an annual basis and it will be posted in the Transportation Department on the bulletin board. If the list must be revised during the calendar year, any revisions will be posted and the Association will be given a copy of the original list and any revisions to that list.
- C. If, during the course of this agreement, the employer must place a layoff into effect, then the last employee hired shall be the first employee placed in layoff. If a recall to work is issued by the employer then the employees will be recalled in inverse of layoff. The employee laid off last will be the first recalled to work. The employee will only be recalled to work if the employee possesses the skill and ability to perform the job that is now open.
- D. If the administration, at its discretion, determines that extra duty jobs should be performed by members of the bargaining unit, then the most senior employee, if the employee possesses the skill, ability and qualifications to perform the work, will be offered the opportunity to perform the extra duty assignments. If the most senior employee rejects the opportunity, then the less senior employees in the department will be offered the opportunity to perform the assignments. If all of the employees in the department refuse the opportunity to perform the assignment, then the administration has the right to assign a qualified member of the bargaining unit, to perform the work at its discretion. The selection shall be made by indicating to the least senior employee that he or she will perform the extra duty job.

Art. 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.

Art. V

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- 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.

Art. 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.

Art. VII

Temporary Leaves of Absence -

A. Bereavement Leave -

An allowance of up to three (3) days shall be granted for a death in the immediate family. The immediate family shall be defined as: father, mother, spouse, child, brother, sister, or any member of the immediate household.

B. Personal Leave -

An employee may request up to two (2) days personal leave per year. The request for personal leave will be made on the form provided by the Office of the Superintendent and the approval of the Superintendent must be given prior to the commencement of such leave. Approval for leave will be considered only for the following reasons:

- a. Recognition or observance of a religious holy day.
- b. Compliance with a court subpoena.
- c. Marriage of the employee or marriage in the employee's immediate family as defined under bereavement leave. In instances of marriage in the immediate family, one day (1) will be permitted.
- d. Personal business which cannot be conducted outside of school hours.
- e. Emergency reasons which are not included in "a" to "d" above. All emergency reasons must receive the prior approval of the Superintendent.

The total number of days to be granted to any individual employee for personal leave of absence and bereavement leave shall not exceed five (5) days for the entire work year. Every absence of employees of the Board of Education must be accounted for in writing and reported to the Board Secretary for proper payroll accounting and auditing and for protection of the employee. If the employee does not properly report an absence, then the employee will suffer a day's deduction in wages for each day involved in the absence. An absence which is for a purpose not enumerated above and not covered by sick leave, shall result in the deduction of one (1) days pay for each day of absence.

Art. VIII

Hospitalization -

The Board of Education shall pay one hundred (100%) percent of the premium for employee coverage and family coverage of the New Jersey Health Benefits Plan for all employees of the Transportation Department.

Art. IX

Performance Evaluation -

- A. Evaluation of employee performance will be conducted by an appropriate supervisor or administrator on at least two (2) occasions during the contract year. An employee will receive a written evaluation sheet after the completion of the necessary evaluation activities. If the employee wishes to discuss the supervisory comments on the evaluation sheet, the employee should contact the immediate supervisor and make an appointment

for said discussion. Any disagreements the employee has with the evaluation should be made known to the immediate supervisor during this conference.

- B. All conferences held in connection with this article will be held in strict confidence and not in the presence of other members of the bargaining unit or other employees of the district.
- C. The employee shall affix his or her initials to the evaluation report once the evaluation conference has been completed.

Art. X Personnel Files -

An employee, upon request to the Superintendent, may review his or her individual personnel file. The request should be made in writing to the office of the Superintendent and the Superintendent, after receiving the request, will arrange for an appropriate time for the employee to review the personnel file.

Art. XI Association Rights and Privileges -

- A. The Board agrees to furnish the Association, in responses to reasonable request from time to time, all available public information that is relevant to negotiations.
- B. The parties agree to abide by the provisions of all applicable state laws, federal laws and specifically the provisions of Public Law 303 as amended by Public Law 123 of the Acts of the Legislature of the State of New Jersey.
- C. Representatives of the Association and the New Jersey Education Association shall be permitted to meet with members of the bargaining unit on school property at reasonable times provided that these representatives identify themselves to the office of the Superintendent upon their entrance on to school property and provided discussions between the representatives and the members of the unit, in no way interrupt normal transportation work operations.
- D. The Association shall have the right to use school buildings after school hours, for the purpose of conducting Association meetings. The Association shall secure permission for use of the room from the building principal prior to its utilization.

Art. XII

Work Rules -

- A. The Board of Education and its administrators will promulgate work rules to be followed by the employees of the Transportation Department. These work rules will be reviewed and revised, if necessary, on an annual basis. Each employee of the Transportation Department shall receive a copy of the work rules of that department at the commencement of each work year.
- 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.

Art. 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.

Art. 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.

Art. XV

Hours of Work -

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

Art. XVI

Work Continuity Clause -

The parties agree that there will be no strikes, work stoppages or job actions by the Association and no lock-outs conducted by the Board of Education.

Art. XVII

Management Rights -

The Board reserves to itself full jurisdiction and authority over matters of policy and retains the right, subject only to the specific limitations imposed by the language of this agreement, in accordance with applicable laws and regulations to:

1. Direct employees of the school district
2. Hire, promote, transfer, assign and retain employees in positions in the school district and for just cause, to suspend, to demote, to discharge or to take other disciplinary action against employees.
3. Relieve employees from duty because of lack of work or for other legitimate reasons.
4. Maintain the efficiency of the school district in its transportation operations entrusted to them.
5. Take whatever actions that may be necessary to carry out the mission of the school district in its transportation operations and situations of emergency.

Art. XVIII

Cleaning Supplies -

The Board of Education agrees to see that cleaning supplies will be provided to bus drivers on an as needed basis upon their request and at the discretion of their immediate supervisor. Employees will not be required to wash buses.

Art. 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.

Art. 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 (\$120) dollars above their regular salary as a longevity payment.

Art. XXI

Non-Public Transit 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 regular hourly rate of pay as indicated in Article XXII of this Agreement.

Art. XXII

Salaries -

The parties agree that employees will be compensated for their Transportation Department duties and for State required bus inspections on the basis of the scale set forth below:

<u>STEP</u>	<u>RATE</u>	
1	\$3.63	Each employee who is not at maximum, two guide steps in the first year of the agreement.
2	3.94	
3	4.26	
4	4.62	
5	4.94	
6	5.25	
7	5.70	(To be added effective 7/1/78)
8	6.10	(To be added 9/1/79)
9	6.45	(To be added 9/1/80)

Art. XXIII

Duration of Agreement -

This agreement shall be retroactive to July 1, 1978 and shall continue in full force and effect until June 30, 1981 subject to the Association's right to negotiate over a successor Agreement as provided in Article II.

This agreement shall not be extended orally or in writing without the specific signed consent of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly signed and attested by:

SOUTHERN GLOUCESTER COUNTY REGIONAL
HIGH SCHOOL/DISTRICT BOARD OF
EDUCATION

By:

Stephen J. Cesare
Stephen J. Cesare, Board President

George L. Dean, Jr.
George L. Dean, Jr., Chairman Negotiation Committee

Pauline M. Toye
Pauline M. Toye, Board Secretary/Business Administrator

William J. McGinnis Jr.
William J. McGinnis Jr., Chief Negotiator

SOUTHERN GLOUCESTER COUNTY REGIONAL
HIGH SCHOOL DISTRICT TRANSPORTATION
EMPLOYEE ASSOCIATION

By:

Patricia Faubell
Patricia Faubell, President

Anna T. Carroll
Anna T. Carroll, Negotiation Committee Member

Karen Dixon
Karen Dixon, Negotiation Committee Member

James Johnson
James Johnson, Negotiation Committee Member

William J. Watts
William J. Watts, Negotiation Committee Member