

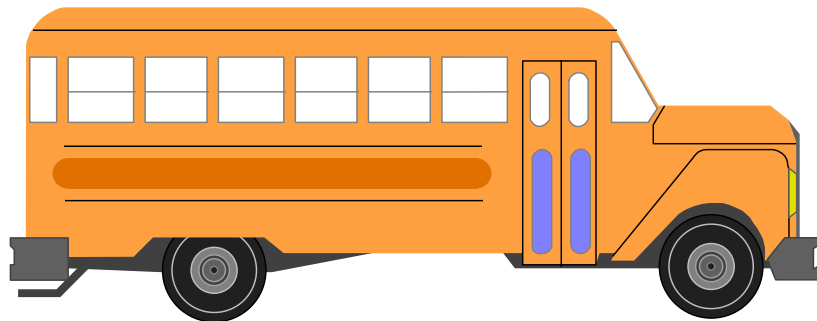
AGREEMENT

between the

NORTHERN BURLINGTON COUNTY REGIONAL
BOARD OF EDUCATION

and the

NORTHERN BURLINGTON COUNTY
REGIONAL DRIVERS' ASSOCIATION



2010-2013

RECOGNITION

ARTICLE I

The Board hereby recognizes the N.B.C.R. Bus Drivers' Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all student transportation drivers.

NEGOTIATION PROCEDURE

ARTICLE II

The parties agree to enter into collective negotiations in accordance with Chapter 123, Public Law of 1974. They will endeavor to meet by November of the school year in which the current agreement is to expire. The Association will present its proposals two weeks in advance of said meeting, which will be scheduled mutually.

The Association will present its proposal for a successor agreement by November of the pre-contract year.

The Association and the Board will exchange proposals at the first meeting, which will be scheduled mutually.

GRIEVANCE PROCEDURE

ARTICLE III

A. Definition

1. A grievance is a claim by an employee or the Association based on the interpretation, application, or violation of this Agreement or policies affecting an employee or a group of employees.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be made to expedite the process. The time limits may, however, be extended or reduced by mutual agreement.

Failure to act within twenty (20) school days of the occurrence complained of, shall be deemed to constitute abandonment of the grievance.

In the event a grievance is filed after June 1, and if left unresolved until the beginning of the following school year, could result in irreparable harm to the party of 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.

Level One

An employee with a grievance shall first discuss it with the Transportation Director; either directly or through the Association's designated representatives with the objective of resolving the matter informally at that level. The Transportation Director shall render his/her decision orally within five (5) days from the informal discussion.

Level Two

If as a result of the Transportation Director's decision the matter is not resolved to the satisfaction of the grievant(s) within five (5) school days of the discussion, the grievant shall set forth his grievance in writing to the Business Administrator, or other immediate supervisor, specifying:

- a. Nature of the grievance
- b. Contract article violated
- c. The results of the previous discussion
- d. Relief sought

Within five (5) school days after the grievance has been filed with the Business Administrator, the Business Administrator shall hold a meeting on the grievance if requested by either party, in an attempt to resolve the dispute. The Business Administrator shall render a decision in writing within five (5) school days after the conclusion of the meeting, or, if no meeting is requested within ten (10) school days of submission of the grievance at this level.

Level Three

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, they may, not later than five (5) school days after receipt of the written decision of the Business Administrator, submit the grievance to the Superintendent. The written grievance submitted to the Superintendent must include a, b, c, and d as indicated in Level Two plus the basis for dissatisfaction with the Business Administrator's decision.

Within ten (10) school days after the grievance has been filed with the Superintendent, the Superintendent shall hold a hearing if requested by either party. All parties of interest shall be present at the hearing and may present such facts as are relevant to the grievance being considered. The Superintendent shall render a decision in writing within five (5) school days after the conclusion of the hearing, or, if no hearing is held, within fifteen (15) school days of receipt of the grievance. A copy of such decision shall be forwarded to the aggrieved, to the Association, and to all parties of interest.

Level Four

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, he may, not later than ten (10) school days after the receipt of the Superintendent's decision, or fifteen (15) days after filing the grievance with the Superintendent, submit his grievance in writing to the Board of Education. This written grievance shall be addressed to the Board through the Superintendent and shall include, in addition to the written materials considered by the Superintendent, a written statement of the basis for dissatisfaction with the Superintendent's decision.

If the grievant, in his appeal to the Board of Education, does not request a hearing, the Board may consider the appeal on the basis of the written statements submitted. The Board may request the submission of additional written material or it may conduct a hearing on the matter. When additional

written materials are requested, copies thereof shall be submitted to the adverse party who shall have the right to reply thereto.

The Board of Education shall make a determination within thirty (30) school days of receipt of the grievance and shall notify the grievant and all parties of interest of their decision.

Level Five

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Four, or if the Board has rendered no decision within thirty (30) days after the grievance was delivered to the Board, he may request in writing the Association to submit the grievance to arbitration. If the Association Officers determine that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) days after receipt of the request by the aggrieved person.
- b. The arbitration procedure shall not only be used in the processing of grievances, which arise out of violation of the employee contract. Employees processing grievances involving administrative decisions shall use channels already guaranteed by Board policy up to and including a full and open hearing before the Board of Education.
- c. Within ten (10) days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, either party may make a request for a list of arbitrators to the American Arbitration Association. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- d. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of facts, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on all parties.
- e. The costs for the service of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the costs of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

Miscellaneous Provisions

- a. All parties of interest may be present at all hearings concerning the grievance.
- b. All hearings shall be held in private and shall include only the parties of interest and such representation as each is entitled to under the provisions of this agreement and the law.
- c. All timelines in this article may be extended by mutual agreement of the parties.

WORK YEAR

ARTICLE IV

1. The work year will consist of 186 workdays (August 15 to June 30).
2. The work day shall be four runs or the equivalent time, including time necessary for warm-up of bus, record keeping, fueling, cleaning, etc.
3. Drivers who are called in to work beyond their assigned four (4) hours or called back to work will be guaranteed a minimum of one (1) hours pay.

DRIVER EMPLOYMENT

ARTICLE V

A. Driver Assignments

Routes and buses shall be assigned by the Administration but the driver shall be granted the opportunity to state their preferences for assignments.

B. Activity Runs

Drivers will sign-up for activity runs in the fall for the current school year. The transportation director will select those drivers with the most seniority to fill the positions. Should a more senior driver choose not to apply, or having been selected choose to drop the run, then the director will revert to the sign-up list and select the next most senior driver to fill said vacancy. Once selected and assigned an activity run, the driver so assigned will continue in that position for a full academic year. The sign-up list shall be posted in the drivers lounge.

C. Field Trips

A list of field trips will be posted on a weekly basis in the drivers lounge. Bus drivers who wish to be assigned may sign up for which trip interest them. Field trips will then be assigned on a rotating basis, based on seniority.

Three (3) days advanced notice will be given for all field trips whenever possible.

At the discretion of the Transportation Director, field trips may be assigned to a driver even though it may conflict with their regular contracted runs.

Should the director exhaust the sign-up sheet and still be in need of a driver for a field trip, the director may assign a driver from the sign-up list. The assigned driver is permitted one (1) refusal per month.

In the event that the sign-up list is exhausted, the director may assign another contract driver or substitute driver, but each driver is permitted only two (2) refusals per month.

LEAVES OF ABSENCE

ARTICLE VI

A. Sick Leave

All ten-month employees are entitled to ten (10) days of accumulative sick leave each year.

Any driver who uses three (3) or less sick days in any year will accumulate an additional two (2) sick leave days.

B. Leaves With Pay

The Board with approval of the administration shall grant temporary non-accumulative leaves of absence with full pay as follows:

1. Five (5) days at any one time and per occurrence in the event of death of the spouse, parent, child, or sibling.
2. Three (3) days at any one time and per occurrence in the event of death of the father-in-law, mother-in-law, daughter-in-law, son-in-law, or grandparents.
3. Three (3) days of leave for personal, legal, religious, business, household, or family matters which require absence during school hours. Application to the administration shall be made twenty-four (24) hours in advance, except in case of emergency.
4. Three (3) days per year in the event of serious illness of spouse, child, parents.

No personal leave will be granted the day before or after a holiday.

Unused personal days shall be accumulated from year to year. Maximum available personal days in any given year will be five (5).

No more than two (2) drivers may be granted personal leave on any one day. Leave shall be granted to the first two people who apply.

Other leaves of absence may be granted by the Board for good reasons.

C. Jury Duty

The salary paid to such employee shall be the difference between jury pay and the average daily earnings of such employee.

D. Leaves Without Pay

Leaves without pay must be approved by the administration and the Board.

E. Extended Leaves Without Pay

Extended leaves without pay will only be considered for employees who have completed three (3) full years of service to the district. Such leaves, if granted, shall terminate on September 1 next following the school year during which the leave was granted unless the Board and the employee mutually agree otherwise.

Drivers returning from an extended leave of absence that does not exceed ninety (90) days shall be assigned to their original run held prior to their leave.

BENEFITS

ARTICLE VII

A. Medical Insurance

1. The Board will pay the premium of the New Jersey Blue Cross and Blue Shield Blue Select health program, which shall be the base health plan for the district. Said plan shall have the following provisions effective July 1, 2007:
 - >a fifteen dollar (\$15) office co-pay, and shall include well baby care and adult physicals.
 - >an out-of-network deductible of \$200 single and \$400 family.
 - >a fifty dollar (\$50) emergency room co-pay.
 - >out-patient therapy (e.g. speech, physical or occupational) limited to 60 visits per benefit period.
 - >chiropractic visits limited to 60 visits per benefit period.
 - >in-patient, non-biological based mental health visits limited to 45 days in-patient per benefit period. [biological mental health remains unchanged]
2. The terms, conditions, rules and limitations as provided for by the contracts of the insurance and underwriting companies will govern.
3. The medical program shall include a mandatory second surgical opinion with a 50% penalty.
4. During each year of this agreement, bargaining unit members, who are eligible for family coverage or husband/wife coverage in the basic health insurance program, may voluntarily waive their enrollment in this program by submitting proof that they are covered in another insurance program. Employees who waive such coverage shall receive from the Board one-half (1/2) of the premium cost that the Board would have paid on their behalf if they had remained in the District's insurance program. The date of reimbursement shall be June 30. The employee's opt-out form is available through the Business Office

B. Dental Insurance

1. The Board will pay the premium of the New Jersey Blue Shield Dental Program, at the going family rate, for complete "100+ Program". This program includes Preventive/Diagnostic Services and Treatment/Therapy Services and the following riders: Treatment Services Plus, Prosthodontics, Periodontics, Orthodontics, Inlays/Crowns, and Oral Surgery. Effective July 1, 1998, the yearly maximum under the dental plan shall increase to \$2,000. Effective at the same time, the Board shall implement a passive PPO overlay on the dental plan.
2. The terms, conditions, rules and limitations as provided for by the contracts of insurance and the underwriting companies will govern.

C. Prescription Plan

The Board of Education will pay the premium of the New Jersey Blue Cross Prescription Plan for the employee and family. The prescription co-pay will be twenty dollars (\$20) for brand name, ten dollars (\$10) for generic drugs. Chronic illness prescriptions can be obtained through a mail order program with a one time co-pay for each mail order supply of twenty dollars (\$20 for brand name and ten-dollar (\$10) for generic drugs.

D. The health benefit medical and prescription plans shall be changed by July 1, 2010, or as soon as possible thereafter, to the School Employees Health Benefit Program.

E. Commencing July 1, 2010, each employee shall contribute one and one-half percent (1.50%) of his/her pensionable salary towards the cost of health benefits.

Contributions shall be made through payroll deduction on a ten (10) month basis, regardless of the length of the employee's work year.

During the term of this agreement, should the State of New Jersey impose a mandatory, non-negotiable health benefit contribution upon Board employees in addition to the locally negotiated amount of 1.5%, and if that State mandated contribution accrues to the Board of Education, the local contribution will cease effective with the commencement of said State contribution.

If a State mandated contribution should be established and accrue to the Board of Education effective with the 2013-2014 school year, the local contribution will cease.

F. Medical Benefits After Retirement

The Board of Education agrees that any employee of this unit after twenty (20) years of continuous employment within the district and who retires into the Public Employment Retirement System, said Board of Education will pay for medical benefits, for the employee only, for a three (3) year period, provided that the employee is not eligible to enroll in the New Jersey State Health Benefits Program as part of his/her retirement.

G. Payment for Unused Sick Leave

All employees, upon retirement from service under the Public Employee Retirement System (PERS) and after ten continuous years of service to the district, shall be reimbursed for all unused sick days at the rate of \$50 for each day of unused sick leave. This lump sum payment shall not exceed \$8,000.

Further, the employee has the option of receiving two equal installments of the lump sum payment. The first payment shall be received within 30 days after the actual retirement date. The second payment shall be received within the first pay in January of the next calendar year following the actual retirement date.

An employee who uses "0" sick days in a year will receive \$600 in one lump sum.

An employee who uses one (1) sick day in a year will receive \$450.00 in one lump sum.

In case of death of an active employee, unused sick days will be paid to that employee's estate.

ARTICLE VIII - MISCELLANEOUS

A. Route Vacancies

All vacancies shall be posted five (5) days prior to permanent filling and the driver applicant with the most seniority shall fill the vacancy.

In an effort to avoid so called "domino effect" only a total of three drivers, based on seniority, will be permitted to fill vacancies occurring as a result of an employee's termination, retirement, etc. or as a result of adding additional runs after the beginning of the school year.

B. Reduction in Force

When reduction in force occurs, such reduction will be on a seniority basis for all drivers who have completed two or more consecutive years of contract employment as a bus driver. However drivers with less than two (2) years of consecutive contract employment will be rified before any who have been placed on the seniority list.

Rified drivers who had completed two or more consecutive years of employment prior to RIF shall be entitled to recall rights according to the following procedure:

1. Drivers shall be eligible for recall for a period of two years from the date of RIF.
2. Drivers shall be eligible for recall beyond the limitation stated in # 1 by remaining on active substitute driver status.
3. Seniority shall establish order of recall.
4. Notice of recall shall be mailed via certified mail to the employee's last address appearing on the records of the school district.
5. The recalled employee shall respond within two weeks of receipt of notification regarding his/her intention to return to active employment.
6. Failure to reply as outlined in # 5 above or failure to accept re-employment offered shall result in forfeit of seniority and all rights to recall.
7. Recalled drivers shall be given full credit on the salary scale for previous full-time driving service at N.B.C.R.

C. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any driver such rights as he may have under New Jersey laws and regulations. The rights granted to drivers hereunder shall be deemed to be in addition to those provided by law.

D. Just Cause Protection

No driver shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

E. Notice of Resignation

Employees resigning shall give two (2) weeks notice.

F. Notice of Re-employment

Employees shall be notified of their contract and salary status for the next year ordinarily no later than May 15.

G. Past Practice

The terms and conditions of employment shall be those covered by this Agreement. These terms and conditions shall remain in effect for the term of this Agreement.

H. Copies of Agreement

The Board agrees to provide a copy of this Agreement for each transportation employee.

- I. If any provision of this Agreement or any application of this Agreement to any bus driver is held to be contrary to law, then such provision or application shall be deemed invalid.
- J. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement during its duration.
- K. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing; if by the Association, to the Superintendent, if by the Board, to the President of the Bus Drivers' Association.
- L. This Agreement shall be effective as of July 1, 2010 and continue in effect until June 30, 2013.

ARTICLE IX - SALARY SCHEDULE

A. Pay Schedule

- 1. Employees shall be paid in accordance with Salary Schedule A, hereto attached on a semi-monthly basis.
- 2. The Board will reimburse each employee the total cost of fingerprints, issuance/renewal of New Jersey C.D.L., certification including endorsements, which pertain to school bus operations. Reimbursement of said cost for new employees shall be made after six (6) full months of employment.

B. Salary Guide

Drivers

Step	2010-2011	Step	2011-2012	Step	2012-2013
1	\$ 11,612	1	\$ 11,831	1	\$ 12,045
2	\$ 11,762	2	\$ 11,981	2	\$ 12,195
3	\$ 11,878	3	\$ 12,136	3	\$ 12,350
4	\$ 11,993	4	\$ 12,255	4	\$ 12,509
5	\$ 12,448	5	\$ 12,374	5	\$ 12,632
6	\$ 13,121	6	\$ 12,843	6	\$ 12,754
7	\$ 13,770	7	\$ 13,537	7	\$ 13,237
8	\$ 14,352	8	\$ 14,206	8	\$ 13,952
9	\$ 14,936	9	\$ 14,806	9	\$ 14,641
10	\$ 15,934	10	\$ 15,408	10	\$ 15,259
11	\$ 16,731	11	\$ 16,437	11	\$ 15,879
12	\$ 17,533	12	\$ 17,258	12	\$ 16,939

13	\$ 18,126	13	\$ 18,085	13	\$ 17,785
14	\$ 18,688	14	\$ 18,697	14	\$ 18,637
		15	\$ 19,276	15	\$ 19,267
				16	\$ 19,863

NOTE: Employees move up one [1] step on the guide each year.

Van Drivers for Special Education runs will be paid a stipend of \$250.00 in the second paycheck in December, and a stipend of \$250.00 in the final paycheck in June.

C. Longevity Increments

A driver shall receive an additional \$350 upon receiving a contract following ten (10), fifteen (15), and twenty (20) years of service to the Board of Education.

Employees hired after July 1, 1998, will not be eligible for longevity increments.

D. Activity Runs

<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
\$30.00 per	\$30.00 per	\$30.00 per
run	run	run

All runs will be on a rotating basis where administratively possible.

E. Field Trips, Inspections, Safety Seminars

<u>2010-2011</u>	<u>2011-20012</u>	<u>2012-2013</u>
\$19.00 per	\$19.00 per	\$19.00 per
hour	hour	hour

DEFINITIONS

Seniority: As the length of service as a driver for the N.B.C.R. School District.

A seniority list will be provided to the Association President by May 30 of each school year in this Agreement.

Seniority shall be continued to be accrued during paid leaves of absence.

Agency Fee: If a driver does not become a member of the Association during any school year, said driver will be required to pay a representation fee to the Association equal to 85% of the regular membership dues.

The purpose of this fee will be to offset the driver's per capita cost of services rendered by the Association as majority representative.

The Board will deduct the representation fee in the same manner as dues are deducted from members of the Association.

It is the intent of both parties to comply with all State and Federal Titles and Civil Rights Laws.

The Association will hold the Board harmless in any legal action taken.

RATIFICATION

The Board of Education and the Association have caused this Agreement to be signed by their respective Presidents and included in the official minutes of the Board of Education proceedings.

THE BOARD OF EDUCATION OF THE NORTHERN BURLINGTON COUNTY REGIONAL SCHOOL DISTRICT.

By: _____ Date: _____

THE NORTHERN BURLINGTON COUNTY REGIONAL BUS DRIVERS' ASSOCIATION

By: _____ Date: _____