

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 68-68A-68B, AFL-CIO

AND

**BOARD OF EDUCATION OF THE TOWN OF WEST
ORANGE,**

IN THE

COUNTY OF ESSEX

COVERING

PART-TIME BUS MONITORS

&

PART-TIME BUS DRIVERS

JULY 1, 2007 – JUNE 30, 2011

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	RECOGNITION	3
II	GRIEVANCE PROCEDURE	4
III	SALARIES	6
IV	SNOW DAYS/PERSONAL DAYS	7
V	LEAVE OF ABSENCE	7
VI	INSURANCE	8
VII	CHECK-OFF OF UNION DUES	9
VIII	MISCELLANEOUS PROVISIONS	10
IX	EDUCATION	14
X	DISCIPLINE	14
XI	DURATION	14
	SCHEDULE "A" - SALARY RATES	16

THIS AGREEMENT, made this day of July 1, 2007, by and between the **BOARD OF EDUCATION OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX**, hereinafter referred to as the "Board", and the **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68-68A-68B**, hereinafter referred to as the "Union".

WHEREAS, as a result of collective negotiations, the parties have reached certain agreements with respect to a collective negotiations agreement;

NOW, THEREFORE, in consideration of covenants hereinafter contained, it is mutually understood and agreed as follows:

ARTICLE I - RECOGNITION

- A. The Board recognizes the Union as the majority representative in accordance with N.J.S.A. 34:13A-1 et seq., for the employees of the Board in the following appropriate unit:
 - 1. All regularly employed hourly part-time bus monitors, and part-time drivers, excluding all full-time bus drivers, substitutes, clerical, professional, supervisory, managerial, and all other personnel.
- B. Any of the rights, power or authority the Board had when there were no collective bargaining representation are retained by the Board and may be exercised without prior notice to or consultation with the Union except those specifically abridged or modified by this Agreement. The Board retains the right to institute time clocks and appropriate procedures for use of same during the course of this Agreement.

ARTICLE II - GRIEVANCE PROCEDURE

The following grievance procedure is hereby established:

- A. If any employee has a problem or complaint, he or she shall discuss it informally with his or her immediate supervisor prior to filing a formal grievance pursuant to the Article.

- B. For the purpose of this Agreement, the term "Grievance" shall mean any dispute between the Board and the Union, or between the Board and any employee within the bargaining unit, concerning the meaning and application of the provisions of this Agreement.

- C. Grievances to be considered hereunder must be submitted no later than five (5) working days after the alleged grievance has arisen and if not so submitted shall be waived. Grievance will be handled according to the following procedure:

STEP 1

The grievance shall be submitted by the aggrieved employee to the Transportation Coordinator in writing on a form to be provided by the Board. This form will provide copies of the grievance for the aggrieved and for the Union.

STEP 2

The employee and the Union official (if the employee so desires) may meet with the Transportation Coordinator for the purpose of discussing the grievance. The Transportation Coordinator shall give his reply within ten (10) working days

following presentation of the grievance. If the grievance is not settled at Step 2, the grievance, within five (5) working days, may be referred to Step 3.

STEP 3

The aggrieved employee and a Union official (if the employee so desires) may meet with the Business Administrator or his designee for the purpose of discussing the grievance. The Business Administrator or his designee shall give his reply within ten (10) working days following the meeting.

STEP 4

If the aggrieved employee is dissatisfied with the response of the Business Administrator or his designee, then the employee may within five (5) working days submit the grievance in writing to the Board of Education. The Board or a committee thereof shall consider the grievance and give a reply to it within thirty (30) working days after receipt of the grievance. The decision of the Board or its authorized committee shall be final and binding.

D. It is expressly understood and agreed that in addition to the exclusion from the provisions of the grievance clause which may be contained elsewhere in the Agreement, the following are not subject to the grievance provision of this Agreement:

- 1) Matters where a method of review is prescribed by law, or by any rule, regulation or by-law of the State Commissioner of Education or the State Board of Education.
- 2) Matters where the Board is without authority to act.

- 3) Matters involving the sole and unlimited discretion of the Board; except as modified by this Agreement.
- 4) Matters where the discretion of the Board may not be unlimited, but where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.

ARTICLE III - SALARIES AND WORK ASSIGNMENTS

A. The hourly wage will be increased for all employees covered by this Agreement for school years 2007-2008, 2008-2009, 2009-2010, 2010-2011 by the following percentage:

2007 – 2008	3.80%
2008 – 2009	3.80%
2009 – 2010	3.80%
2010 – 2011	3.80%

B. Employee assignments to private school runs will be rotated at the beginning of each school year. Selection of the employee for assignment to such runs shall remain the District's prerogative.

C. Holiday Overtime:

1. Whenever an employee works a holiday, the employee shall receive time and one-half (1 1/2x) their regular hourly rate for all hours worked, if the employee has worked 40 hours for the week.
2. Effective 7-1-96, whenever an employee works on a contractual holiday the employee shall receive time and one-half (1 1/2x) for all hours worked.

D. Monitor Work: If a monitor position becomes open on any bus run, the Board will ask all available monitors to work the run before asking any other employee.

- E. Employees with the title Monitor/Driver will not be assigned to midday runs. In the event a monitor is not available for midday work assignment a Monitor/Driver may be asked to cover the run.
- F. Seniority, for a bus driver in the bargaining unit, will be determined by the number of years an employee has held a CDL license while employed by the West Orange School District.
- G. A bargaining unit member who is not a full time bus driver shall be given first consideration for a bus driver's title over a new hire.

ARTICLE IV - SNOW DAYS/PERSONAL DAYS

All employees shall receive one (1) day's pay for each snow day closure, up to a maximum of four (4) snow days per school year. Employees shall not receive additional compensation for any snow day closing beyond the maximum provided for under this paragraph.

Effective July 1, 1993, all employees shall have the option of transferring one (1) snow day per school year into one (1) personal day with full pay [five (5) hours].

If an employee chooses to transfer one (1) snow day into one (1) personal day, the employee would be eligible for only two (2) snow days during that school year.

Before taking the one (1) personal day, the employee would provide their supervisor with three (3) days prior notice.

ARTICLE V - LEAVES OF ABSENCE

- A. Employees covered by this Agreement are permitted sick leave with full pay for ten (10) days each school year. Unused sick leave shall be accumulated. "Sick Leave" is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease, or being quarantined for such a disease in the immediate

household. The Board may require a physician's certificate at any time following an employee's use of a sick day.

- B. All employees shall be entitled to a maximum of two (2) paid bereavement leave days at full salary (defined as five hours' pay per leave day) in any one school year for death in the immediate family. "Immediate family" includes only the father, mother, spouse, child, brother or sister of the employee. Such leave shall be taken in close proximity to the death of the immediate family member.

ARTICLE VI - INSURANCE

- A. Effective March 1, 1989, or as soon thereafter as practical, all regularly employed monitors and part-time bus drivers who are on the District's payroll on such date shall receive the District's full-family prescription insurance coverage, with a \$2.00 co-pay. Any employee hired after March 1, 1989 shall receive such prescription insurance coverage upon the completion of one (1) year of service as a monitor. Employees shall not receive any other medical insurance coverage.
- B. Effective July 1, 1991, all regularly employed bus monitors and part-time drivers shall be enrolled in a dental insurance plan covering employees only for which each employee will pay one-half (1/2) of the monthly premium (payroll deduction of \$10.82 per month in 1999-00), and the Board will pay the other half.
- C. For purposes of qualifying for insurance coverage under this Article, a first-year employee who is absent from work while on a District-approved maternity or other extended leave of absence will be entitled to count up to three (3) months of such leave toward the one-year service prerequisite for insurance coverage. If any such leave exceeds three (3) months, the employee must serve one full year following the

return from such leave before becoming eligible for insurance coverage. By way of illustration, assume an employee is hired on September 1, 1989, and goes out on a maternity leave of absence on January 1, 1990. If the employee returns to work by April 1, 1990, she will receive the applicable insurance coverage on or after September 1, 1990. However, if she returns to work on April 2, 1990, and continues to be employed by the District, she will receive insurance coverage on or after April 2, 1991.

ARTICLE VII - CHECK-OFF OF UNION DUES

- A. The Board agrees to deduct monthly Union dues from the wages of employees covered by this Agreement who are members of the Union and who individually and voluntarily sign an authorization card for such deductions. The parties agree that the check-off authorization card shall be as prescribed by N.J.S.A. 52:14-15-9e.

- B. In making deductions the Board shall rely upon the most recent communication from the Union as to the rate of the monthly dues. The Union agrees to indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken in respect to deduction of dues and initiation fees made pursuant to the provisions of this Article.

- C. 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, in no event, shall such representation fee exceed the legal maximum allowance percentage of the regular membership dues, fees and assessments. Membership in the Union is available to all employees on an equal basis and the Union has established and maintains a demand and

return system, which complies with Sections 2(c) and 3 of this Act. The payroll deductions for such representation fees shall be made pursuant to the procedure applicable in the District to salary deductions.

2. 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 an employee relating to this Paragraph and any payroll deductions made hereunder.

3. In the event of a claim made by any employee or group of employees as to the validity of this paragraph and any payroll deductions made hereunder, the Board may, at its option, retain such payroll deductions in an escrow account pending judicial determination of the claims.

D. The Board will remit to the Union all deducted dues monies no later than the 15th of the month following the month for which dues were deducted. If dues remittances have not been received by the Union in full within 30 days from the 15th of the month following the month for which the dues were deducted, then following written notice and an additional ten (10) day opportunity to cure, the Union may bypass the grievance procedure and file directly for arbitration. Notwithstanding anything in this Agreement to the contrary, if the Arbitrator finds that the Board was delinquent in transmitting deducted dues payments to the Union, the Arbitrator shall award interest, 10% of the delinquent amount to the Award as liquidated damages, and shall hold the Board liable for the full cost of the Arbitration, including the Union's attorney fees.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

A. It is the intent of the parties hereto to abide by all applicable statutes covering the subject matter of this Agreement. Should any provision or provisions of the

Agreement be declared illegal, contrary to any statute, all other provisions of the Agreement shall remain in full force and effect, and substitutions for the invalidated provision or provisions shall be immediately negotiated.

- B. The employee within the Bargaining Unit agree to perform their duties under the direction of their respective supervisors and in accordance with this Agreement, the rules, regulations, policies, and by-laws of the Board, the State Board of Education and the statutes pertinent thereto.
- C. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement.
- D. The Union acknowledges the right of the Board to alter and amend its rules concerning the operation of the schools, based upon educational needs. The Board agrees, however, that it will not alter the basic financial terms of this contract, specifically compensation and insurance protection, during the term of this Agreement without making appropriate adjustments as to these basic financial terms with the employees covered by this Agreement.
- E. **Private school runs:** In the event an employee assigned to a private school run is not working on any particular day due to closure of the private school, and the West Orange school system is open on that day, then such employee shall be offered work with the West Orange system, performing garage work as the District may determine. On those days when the West Orange system is closed and the private school is open, private school bus monitors will not be bumped from their regular assignments unless due to an absence or incapacity.

The Board further agrees to execute a sidebar letter confirming the existing practice of guaranteeing five (5) hours' pay for each employee who works a full day, regardless of actual amount of time such employee spends on his or her runs.

Job Upgrading: Whenever a full-time bus driver position becomes available, first priority for filling the position will be given to bargaining unit employees, based upon seniority within the bargaining unit.

F. Effective in 1991-92, Christmas Day will be a paid holiday and will continue to be from year to year.

Effective in 1992-93, Martin Luther King Day will also be a paid holiday and will continue to be from year to year.

G. Bargaining Unit Summer Work Assignments:

(A) On May 1st of each year, the West Orange Transportation Department shall post an employee sign-up sheet at the West Orange Bus Garage concerning summer work.

(B) The sign-up list shall remain posted for ten working days to allow all employees who are interested in summer work a chance to sign up.

(C) At the end of the ten-day posting period, the transportation coordinator and the Local 68 Shop Stewards shall review the sign-up list and arrange the names in order of seniority

(D) The transportation coordinator will work with the shop stewards to distribute the summer work in the following manner:

- (1) Assign all summer work by seniority on the summer work assignment list, with the only exception of the first year employees, as stipulated in Paragraph #2.
- (2) When assigning summer work off the list, every tenth work assignment shall be given by seniority to a first year employee.

EXAMPLE: If the Board requires 20 summer workers, the first 9 employees asked would come off the list by seniority. After getting these 9 employees off the list, the next person (#10) asked would be a 1st year employee (Asked by seniority). Then, 9 more employees off the seniority list would be assigned to work, with the remaining position (#20) being assigned to a 1st year employee by seniority.

This procedure concerning the first year employee shall continue during the summer until either all the 1st year employees have been asked, or until the 1st year employee list is deleted, at which time all remaining work shall follow the seniority summer list without exception.

DEFINITION: A first year employee shall be defined as an employee hired from July 1st of the previous year through June 1st of the current year.

- (E) All employees selected to work off the sign up list shall receive written notification, no later than June 15th, from the Transportation Department stating the start date of their summer work assignment.

All employees selected to work during the summer shall be scheduled to work a maximum of three (3) weeks (15 working days) on their assignment.

After working three (3) weeks, the employee shall be replaced by another employee from the sign up list. This three (3) week rotation shall continue through out the summer for all bargaining unit employees without exception.

(F) If any problem occurs concerning the assignment of summer work procedure, the transportation coordinator will meet with the Local 68 Business Representative in an attempt to work out the problem.

H. The Board agrees to guarantee five (5) hours pay for each employee who has a regular scheduled run in the summer months, regardless of actual amount of time employee spends on his or her runs.

ARTICLE IX - EDUCATION

Employees shall attend a minimum of one seminar per year at no cost to the employee. If the employee attends the seminar during non-working hours, the employee shall be paid \$50.00 by the Board for his/her attendance.

ARTICLE X - DISCIPLINE

Any disciplinary action against an employee may not be based on infraction (s) that occurred three (3) years prior to the contract year in which disciplinary action is being considered.

ARTICLE XI - DURATION

This Agreement shall cover the period commencing July 1, 2007 and expiring at 12:00 midnight on June 30, 2011.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and have affixed their corporate seals hereto the day and year first above written.

BOARD OF EDUCATION OF TOWNSHIP
OF WEST ORANGE, COUNTY OF ESSEX

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 68-68A-68B

PAUL PETIGROW
Board President

THOMAS P. GIBLIN
Business Manager

MARK KENNEY
Business Administrator/
Board Secretary

DENNIS J. GIBLIN
President

MICHAEL V. GANN
Recording Secretary

JAMES J. BEIRNE
Business Representative

SCHEDULE A

PART-TIME BUS MONITORS HOURLY SALARY RATE

3.80% increase each year of the Agreement

Monitors:

2006 – 2007 \$14.89

<u>Contract Year</u>	<u>Hourly Increase</u>	<u>New Hourly Rate</u>
2007 – 2008	\$0.57	\$15.46
2008 – 2009	\$0.59	\$16.05
2009 – 2010	\$0.61	\$16.66
2010 – 2011	\$0.63	\$17.29

Drivers:

2006 – 2007 \$16.47

<u>Contract Year</u>	<u>Hourly Increase</u>	<u>New Hourly Rate</u>
2007 – 2008	\$0.63	\$17.10
2008 – 2009	\$0.65	\$17.75
2009 – 2010	\$0.67	\$18.42
2010 – 2011	\$0.70	\$19.12

WEST ORANGE BOARD OF EDUCATION

Cost Summary

Rates quoted are through the Grinspec, Inc. Trust and are not applicable through any other source. The rates are good for an implementation date of no later than July 1, 1991.

Proposal Date: January 25, 1991

Rates

Dental 7/1/91 to 7/1/92

Single \$16.06

H&W/P&C \$30.51

Family \$46.57

If the plan becomes contributory and elective at some later date, the Connecticut General will require that at least 75% of eligible employees and dependents be covered in addition to the attached provision.

AGREEMENT ON PROGRESSIVE DISCIPLINE

1. Late or not coming in to work --
Call in time for morning from 6:00 a.m. until 6:45 a.m.
Call in time for afternoon from 9:30 a.m. until 1:30 p.m.
If a call is made after the above times, the person shall receive a written warning.
3 written warnings -- 1 day suspension
4th written warning
for same infraction -- 3 day suspension
5th written warning
for same infraction -- termination, pending Board
of Education approval.
2. Call in procedure for being out sick --
The call must be made before 6:45 a.m. or before 1:30 p.m.
If a person is to be out sick for a prolonged sick period, the person must call their
employer to let the employer know about his or her status, every third working day.
Persons not conforming to the sick call in policy --
1st infraction a written warning to be sent to the person's home by registered mail.
2nd infraction -- 2-day suspension
3rd infraction -- termination, pending Board of Education
approval.
3. The following shall be grounds for immediate suspension pending Board of
Education approval for termination --
 1. Physical assault.
 2. Bringing alcohol or any type of illegal drugs on to Board property.
 3. Stealing.
 4. Molesting of the students and or fellow employees.
 5. Being under the influence of drugs or alcohol.
4. The unauthorized use of the transportation department vehicles.

5. Failure to report an accident.
6. Effective July 1, 1991, employees will be permitted a five (5) minute leeway in reporting time without being considered late not more than six (6) times in the working year.

FOR THE BOARD

Anthony J. DeVivo
Board Secretary/
Business Administrator

FOR THE UNION

Robert Masterson
Business Representative

West Orange Board of Education
179 Eagle Rock Avenue
West Orange, NJ 07052-5007

February 28, 1991

President
International Union of Operating Engineers
Local 68-68A-68B, AFL-CIO
Part Time Bus Monitors

Dear Mr. President:

This is to record our agreement that if an employee who is on record with the Board as not having a telephone is confined to his/her home by illness, the Board will accept a call from a family member to report the illness.

Very truly yours,

WEST ORANGE BOARD OF EDUCATION

Anthony J. DeVivo
Board Secretary /
Business Administrator

January 29, 1993

The following are the contract proposals for our members employed by the West Orange Board of Education as part-time bus drivers and monitors:

Term: Three (3) years (July 1, 1993 - June 30, 1996)

Wages: 7/1/93 - 10%
 7/1/94 - 10%
 7/1/95 - 10%

Effective July 1, 1993 eliminate bus driver type II salary guide and place all drivers into type I guide.

Snow Days:

7/1/93 - Increase to four (4) days per year
7/1/94 - Increase to five (5) days per year

Sick Days:

7/1/93 - 12 days per year
7/1/94 - 14 days per year
7/1/95 - 15 days per year

Health Insurance:

Effective July 1, 1993, all regularly employed hourly part-time bus drivers and monitors who have served at least six (6) months in such capacity shall receive the district hospitalization, surgical, and major medical insurance coverage including Rider J or it's equivalent on a 12 month basis.

Effective July 1, 1993 all regularly employed hourly part-time bus drivers and monitors shall upon completion of one year of service in such capacity receive full family medical coverage for 12 months a year.

Effective July 1, 1993 all regularly employed hourly part-time bus drivers shall receive the Districts full family prescription insurance coverage with a \$2.00 co-pay.

Holidays: 7/1/93 - Increase to three (3) holidays per year
7/1/94 - Increase to four (4) holidays per year
7/1/95 - Increase to five (5) holidays per year

Personal Days: 7/1/93 - One (1) personal leave day per year.
7/1/94 - One (1) additional personal leave day per year (Total 2)

Training:

Effective July 1, 1993, provide basic emergency training for drivers and monitors. (First Aid, CPR, etc.)

Job Upgrading:

Effective July 1, 1993, whenever a full-time bus driver's position becomes available, first priority for filling the position will be given to the part-time bus drivers based upon seniority within the bargaining unit.

Overtime Payment:

Effective July 1, 1993, whenever a part-time bus driver or monitor is scheduled to work on a board holiday, or on a Sunday, the employee shall be paid at the rate of time and one-half (1 1/2) for all hours worked on the holiday.

Effective July 1, 1993, if a part-time bus driver or monitor is scheduled to work on a holiday that the employee receives, the employee shall be paid for the holiday and receive time and one-half (1 1/2x) for all hours worked on the holiday.

Please be advised that this Local Union reserves the right to change, amend or delete any of the enclosed proposals.

Upon receipt of this correspondence, please contact my office so that we may arrange a mutually convenient date, time and place to meet in order to discuss the above.

Very truly yours,

ROBERT MASTERSON
Business Representative