

AGREEMENT

between the

BOARD OF EDUCATION OF THE TOWNSHIP OF WAYNE  
PASSAIC COUNTY, NEW JERSEY

and the

TRANSPORTATION DEPARTMENT SUPERVISORS GROUP

JULY 1, 2005

to

JUNE 30, 2008

Effective July 1, 2005

Approved by the Wayne Township Board of Education: \_\_\_\_\_

TABLE OF CONTENTS

AGREEMENT

TRANSPORTATION DEPARTMENT SUPERVISORS GROUP/ WAYNE BOARD OF  
EDUCATION

	<u>PAGE</u>
ARTICLE I REPRESENTATION.....	3
ARTICLE II GRIEVANCE PROCEDURE.....	4
ARTICLE III MANAGEMENT’S RIGHTS.....	5
ARTICLE IV LEAVES .....	6
ARTICLE V VACATIONS & HOLIDAYS.....	8
ARTICLE VI SALARY & BENEFITS .....	11
ARTICLE VII MISCELLANEOUS PROVISIONS .....	15
Fully Bargained Clause Modification Nonwaiver	
ARTICLE VIII TERM .....	16
ATTACHMENT “A” – TDSG Salary Guides.....	17

ARTICLE I

REPRESENTATION

- A. This Agreement shall include the following positions: Assistant Transportation Supervisor, Fleet Maintenance Manager, Dispatcher and Safety Coordinator.
  
- B. The Transportation Department Supervisors Group shall hereinafter be referred to as "TDSG". The term "unit member" shall herein after refer to all employees represented by TDSG. The Wayne Township Board of Education Association shall hereinafter be referred to as "the Board".
  
- C. As soon as possible after an employee is hired into an existing position represented by TDSG, the Board shall notify TDSG, through its President, of the name and title of the newly-hired employee.
  
- D. The Board shall notify TDSG, through its President, if the Board intends to add a new position to the list of positions represented by TDSG.
  
- E. Prior to Board appointment of any person to a position represented by TDSG, the finalist candidate shall be notified by the Board that the employee's position is represented by TDSG, and shall be given the name of the TDSG President.
  
- F. Each year TDSG will notify the Board of the name of the TDSG President and the address where the TDSG President can be reached. TDSG will notify the Board of any change(s) in this information as soon as possible after the change(s) occur(s).

## ARTICLE II

### GRIEVANCE PROCEDURE

#### Step 1

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances of TDSG through procedures under which the Board and TDSG are afforded adequate opportunity to dispose of their differences. A grievance is a complaint by any unit member, group of unit members, or TDSG, that there has been an improper interpretation, application, or violation of this Agreement involving terms and conditions of employment.

#### Step 2

If the problem cannot be resolved, the unit member is to request a meeting with his/her immediate superior and present a formal grievance in writing within five (5) working days of the alleged act and three (3) working days prior to the requested meeting. Any grievance not presented within the foregoing time limit shall not be permitted to proceed in accordance with the parties' grievance procedure and the aggrieved employee and TDSG shall be unconditionally barred from any relief thereafter.

The unit member may have present or be represented by an officer of the TDSG. If agreement cannot be made at this point, the procedure shall go to step 3 if a request is made in writing within five (5) working days following the decision at step 2.

#### Step 3

This step is a conference with the Superintendent of Schools or Assistant Superintendent, the individuals involved, and an officer of TDSG. If the problem is not resolved and a request is made in writing within five (5) working days following this conference, the problem may be filed at step 4.

#### Step 4

This is a conference meeting with the whole Board of Education and the individuals mentioned in step 3.

### ARTICLE III

#### MANAGEMENT'S RIGHTS

The Board reserves to itself sole jurisdiction and authority:

- A. to direct employees of the school district;
- B. to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees, where such actions are not arbitrary, capricious, or illegal;
- C. to relieve employees from duty because of lack of work or for other legitimate reasons;
- D. to maintain efficiency in the school district operations entrusted to them;
- E. to determine the methods, means, and personnel by which such operations are to be conducted;
- F. to take whatever actions may be necessary to carry out the responsibilities of the school district in situations of emergency; and
- G. to require every unit member, at the discretion of the administration, to participate in up to six (6) hours of inservice training each year at no additional compensation. Inservice training shall be scheduled by the Transportation Supervisor or the Transportation Supervisor's designees, as may be appropriate, after discussion with TDSG.

ARTICLE IV  
LEAVES

A. SICK LEAVE

1. Employees shall receive thirteen (13) sick days with full pay each year which will be cumulative without limit. In case absence of employees is of greater duration than accumulated sick leave, this situation will be referred to the Board of Education for consideration.
2. Payment for unused sick leave days shall be granted for employees leaving the school system based on a minimum of ten (10) years plus one (1) day of service within the last consecutive fifteen (15) year period and only upon actual certified retirement Pursuant to the Public Employees' Retirement System (P.E.R.S.), at a rate of 30% of 1/250th of the annual salary (30% of the daily salary) on the date of leaving, up to a maximum of one hundred (100) days. The maximum lump sum available to any retiree is Eighteen Thousand Dollars (\$18,000).

B. BEREAVEMENT LEAVE

1. Spouse, child, parent, grandparent, brother, sister, or in-law - up to five (5) days.
2. Relative outside the immediate family-two (2) days. Relative shall be interpreted to mean aunts, uncles, first cousins, or as a designated pallbearer.
3. It is essential when calling these in to state the reason as death or funeral and identify the relationship.
4. These days must be called in to the immediate supervisor.

C. PERSONAL LEAVE

1. Two (2) days leave are allotted for personal matters which cannot be addressed outside of the regular work day. These might include:

Family Illness	House Closings
Legal Business	Household Emergencies
Weddings*	Other Good Cause
Graduations*	

- \* For the employee, an immediate family member or a relative
2. Personal days should not be construed as vacation days.
  3. Requests for personal leave shall be submitted in writing to, and approved by, the immediate supervisor or his/her designee at least seven (7) days in advance, or within a reasonable period if the reason for the request could not have been reasonably foreseen. The request shall describe, in writing, the reason for the personal leave request in general terms.
  4. Payment for any personal days in excess of two (2) days shall be deducted.
  5. The following are prohibited without specific prior written authorization from the employee' s immediate supervisor:
    - a. Personal days before or after vacations or holidays.
    - b. Taking half (1/2) days.
  6. Effective July 1, 1995 any unused personal days shall be added to accumulated sick days.

D. FAMILY ILLNESS LEAVE

1. TDSG members shall be granted two (2) family illness days each year, subject to verification by the Board.
2. Family is defined as spouse, child, parent, grandparent, brother, sister, mother-in-law, father-in-law, or any other member of the household.

ARTICLE V

VACATIONS AND HOLIDAYS

A. VACATION

1. All vacation requests must be submitted to your immediate supervisor for prior approval, which approval shall be subject to the staffing levels in the district and the needs and demands of the school district.
  - a. Any employee hired after July 1 shall accrue vacation days for the remainder of that school year on a pro-rate basis at the rate of ten (10) days per year. This truncated school year shall count as an employee's first school year of service for vacation purposes only.
  - b. For service of one (1) through five (5) years, ten (10) days will be allowed per year.
  - c. For service of six (6) through ten (10) school years, twelve (12) vacation days will be allowed per year.
  - d. For service of eleven (11) or more school years, fifteen (15) vacation days will be allowed per year.

2. For employees hired on or after July 1, 1995, vacation earned for any school year may not be used until the next school year following the year it was earned.

B. ADVANCE PAY

Prior to the employees leaving on their vacations, they shall be paid in advance for the period if they so elect. Such a request must be made in writing not less than thirty (30) days prior to the vacation period.

C. VACATION DAYS CARRYOVER

1. The Board and the TDSG agree that the maximum number of vacation days which may be carried over from one school year to a second school year (July 1 to June 30) is ten (10) days.
2. Each employee who carries ten (10) or fewer days from one school year into the second school year shall only be obligated to use as many new vacation days during the second year as may be necessary to leave the employee with ten (10) or fewer unused vacation days on June 30 of that second year.
3. Failure to use the days as required in the Section V (C-2) shall result in the forfeiture without pay, on June 30, of all unused vacation days that were supposed to be used by the end of the school year.
4. The Board agrees that it shall notify all employees, each year no later than September 15, of the number of days carried over from June 30 to July 1, the days newly accredited as of July 1 and the total number of days which must be used by the following June 30. All notifications shall be in a sealed envelope. The

purpose of this procedure is to notify employees about the number of days which must be used, to give to employees the greater part of the year to use their days, and to allow employees to bring down their carried over vacation days to no more than ten (10) days per year.

D. HOLIDAYS

1. All personnel shall be paid for holidays as outlined below except when they occur when school is in session.

- |                                     |                       |
|-------------------------------------|-----------------------|
| Fourth of July                      | Christmas Eve         |
| Labor Day                           | Christmas Day         |
| Yom Kippur                          | New Year's Eve        |
| Columbus Day                        | New Year's Day        |
| Friday after (Teacher's) Convention | Lincoln's Birthday    |
| Thanksgiving Day                    | Washington's Birthday |
| Friday after Thanksgiving           | Good Friday           |
| Veteran's Day                       | Memorial Day          |

2. During school recesses of greater than two (2) days (such as Christmas or Spring Recess), the TDSG members shall work those days as directed by the Transportation Supervisor, but in no case less than one-half of each vacation days are approved for the other days of the recess period.

3. When a holiday falls with in the TDSG employee's vacation period, an extra day shall be given at any time at the discretion of the Transportation Supervisor.

4. When a holiday falls on a day when school is in session, an alternate day will be assigned by the supervisor. If an alternate day cannot be assigned, the employee shall be paid 1.5 times his or her salary for that day.

## ARTICLE VI

### SALARY & BENEFITS

#### A. SALARY

1. The salaries are set forth in Attachment “A” – TDSG Salary Guide

#### B. INSURANCE BENEFITS

The Board and TDSG agree that the insurance coverage hereinafter referred to shall be provided to each Unit member upon initial employment in the manner hereinafter set forth:

1. Individual employee and family hospitalization and medical coverage, vision, dental and prescription coverages; all premiums to be paid by the Board.
2. Prescription Drug Plan: Effective July 1, 2005, a Five Dollar (\$5.00) co-payment for generic prescription drugs and a Fifteen Dollar (\$15.00) for brand name prescription drugs for individual employees and their families, if eligible. There is no co-payment for mail-in prescription drug orders. Effective July 1, 2006, the co-payment for generic drugs shall increase to Seven Dollars and Fifty Cents (\$7.50), with the other co-payments remaining the same. Co-payments cannot be claimed for reimbursement under Major Medical.
3. Effective November 1, 2000, a deductible of two hundred dollars (\$200) per person and four hundred dollars (\$400) per family per year shall apply to all medical expenses payable under the insurance coverages described in paragraphs 1 and 2.

4. Effective November 1, 2000, employees shall be covered under the Wayne Select Plan, which shall include Preferred Provider Network (“PPO”) and pre-notification to the insurance company of in-patient procedures imposed on the health insurance plans offered by the Board to eligible employees and family members. The PPO provides a comprehensive major medical program with In Network and Out of Network benefits. Pre-notification encompasses ancillary hospital and medical appropriateness review as well as mental health and substance abuse pre-admission review and medical appropriateness review.
5. Any employee who has dependent coverage through his or her spouse’s employer (other than the Wayne Township Board of Education) may waive all insurance coverages from the Board and shall receive 50% of the single coverage costs. Payment shall be prorated bi-monthly and will be added to the employee’s payroll check. The employee shall, however, not be entitled to payment until the effective date of the enrollment change. Employees who elect this option will have the right to re-enroll for another coverage, should their family circumstances change. Re-enrollment is subject to the plan’s requirements. The effective date of coverage is subject to the plan’s requirements.
6. At the request of TDSG, the Board shall establish within thirty (30) days of the date of this contract, a plan pursuant to Section 125 of the internal Revenue Code (26 U.S.C. 125) for payment by the employee of the medical insurance premium cost and any other qualifying costs.

7. In the event of a change of insurance carrier or carriers, the coverage provided by the carrier shall be at least as comprehensive and extensive as the initial coverage heretofore provided for, and shall be done with the approval of TDSG.
8. According to the attached Addendum 1, the Board of Education shall provide dental insurance under a UCR Fee Program for the individual employee or for the full family. The Board's maximum contribution shall be the amount required to be paid per year for employee only coverage and for super-composite coverage effective for June 30, 1999.
9. Usual and customary rates (UCR) for all coverage.

C. LICENSE REQUIREMENTS

1. All TDSG members shall be reimbursed tuitions and costs of seminars, training programs, and educational courses related to the performance of their positions and duties. Attendance shall be authorized by the Transportation Supervisor. Amounts in excess of three hundred fifty dollars (\$350.00) shall require Board approval.
2. Rooms, meals, travel and miscellaneous expenses will be reimbursed if pre-approved by the Board.
3. The cost of certifications and associated costs will be reimbursed for any state and/or national transportation association certifications, upon approval by the Transportation Supervisor, as follows:
  - a. Dispatcher: \$200.00 per certification to a maximum of ten (10) certificates per year.

- b. Safety Coordinator: \$200.00 per certification to a maximum of ten (10) certificates per year.
- c. Assistant Supervisor: \$200.00 per certification to a maximum of ten (10) certificates per year.

All certifications must be job specific to the position held.

D. PROFESSIONAL DEVELOPMENT

The Fleet Manager shall be allowed to attend the New Jersey Transportation Supervisors Conference (3 days). The Assistant Transportation Supervisor shall attend the New Jersey Transportation Supervisors Conference in the event that the Transportation Supervisor is unable to attend. The Board shall pay for all reasonable expenses incurred in connection with attendance of said conference.

E. UNIFORM ALLOWANCE

- 1. The Fleet Manager will receive uniform cleaning service at no cost to the employee.
- 2. All TDSG shall receive one (1) winter coat every three (3) years, selected and purchased by the Board.
- 3. The Fleet Manager will receive five (5) tee-shirts per year, selected and purchased by the Board.
- 4. All TDSG will receive one set of rain/foul weather gear. Such gear shall meet all applicable OSHA/ANSI standards for highway/roadway use.

5. All TDSG will receive one (1) highway traffic safety vest. Such vest shall meet all applicable OSHA/ANSI standards for highway/roadway use.

## ARTICLE VII

### MISCELLANEOUS PROVISIONS

#### A. FULLY BARGAINED CLAUSE

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this 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.

#### C. NONWAIVER

The failure of either party to exercise any right it may have shall not constitute a waiver of that right.

ARTICLE VIII

TERM

The term of this Negotiated Agreement between the Board and TDSG shall be from July 1, 2005 through June 30, 2008. A three (3) year period encompassing school years 2005-2006, 2006-2007, and 2007-2008.

Transportation Department Supervisors  
Group

BOARD OF EDUCATION OF THE  
TOWNSHIP OF WAYNE

\_\_\_\_\_

\_\_\_\_\_

Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Board Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT "A"

TDSG Salary Guide

	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
Fleet Manager	\$66,435.00	\$69,092.00	\$71,857.00
Assistant Transportation Supervisor	\$46,800.00	\$48,672.00	\$50,619.00
Dispatcher	\$44,720.00	\$46,509.00	\$48,369.00
Safety Coordinator	\$44,720.00	\$46,509.00	\$48,369.00