

AGREEMENT

Between

THE NUTLEY BOARD OF EDUCATION

and

PUPIL TRANSPORTATION EMPLOYEES

2005 - 2008

ARTICLE I

SICK LEAVE

Sick leave is defined as leave taken because of personal disability due to illness or injury or because the employee has been excluded from school by the district medical inspector as a result of a contagious disease in the employee's immediate household. (Board Policy # 418/4432)

Every employee is entitled to ten (10) sick days per year, which are computed at the rate of one per month. Sick days accumulate from year to year with no maximum limit.

The Board has the right to require of an employee claiming sick leave pay sufficient proof, including a physician's certification, of the employee's illness or disability.

Any employee who retires according to the rules of the Division of Pensions (not including vesting) and who has been employed at least ten (10) years in the Nutley School District will receive \$45.00 per day for each unused sick day accumulated up to a maximum of 125 days (\$5,625). This amount will be paid to the employee after the effective date of retirement. If an employee, aged 60 years or over, who has been employed in the Nutley School district for at least ten (10) years should die while under contract, the current rate of pay for sick days up to 125 days will be paid to their estate.

ARTICLE II

TEMPORARY LEAVES OF ABSENCE

A. Bereavement Leave

1. In the case of the death of a member of the immediate family (spouse, child, mother, father, sister, brother, father-in-law, mother-in-law or any relative domiciled in the employee's residence), the employee will be permitted leave time not to exceed five (5) working days.
2. In the case of a death of a grandparent, nephew, niece, uncle, aunt, sister-in-law, brother-in-law not domiciled in the same residence, the employee will be permitted one (1) day's leave on the day of the funeral.
3. Bereavement leave days do not count against other personal leave days that are available to employees.

B. Personal Leave

1. A total of five days (5) personal leave without deduction of salary during The school year may be granted by the Business Administrator/Board Secretary to

an employee. Employees hired after July 1, 1993 shall be eligible to receive up to three (3) personal days per year during the first three (3) years of employment. Eligibility for five (5) personal days for employees hired during the year will not occur until September 1 of the fourth (4th) year of employment.

2. Except in cases of emergency, the employee must submit a request for personal leave to the Business Administrator/Board Secretary at least three (3) days prior to the date of requested leave, if possible. The Business Administrator/ Board Secretary will provide a written notice of approval or disapproval for the requested days(s).

3. In an emergency situation, the employee is to notify their immediate supervisor by telephone that he/she will not be reporting to work and explain the reason. The immediate supervisor will advise the Business Administrator/Board Secretary. When the employee returns to work, he/she must complete the regular personal leave form and submit it to the Business Administrator/Board Secretary for consideration.

4. Personal leave days may be granted for the following reasons:

- a. Illness in the immediate family.
- b. Death of a close friends or relative not covered in section on bereavement leave. (1 day)
- c. Business appointment. (house closing, court appearance, motor vehicle office visit, etc.)
- d. Household emergency.
- e. Marriage. (1 day)
- f. Religious holiday.
- g. Personal to staff member (1 absence only)

5. At the conclusion of each year, unused personal days are converted to sick days and added to the employee's accumulated sick leave.

C. Jury Duty - If an employee is called to serve on a jury, he/she shall present the notification from the court to the Business Administrator/Board Secretary and request that the jury duty be performed at a time when school is not in session. If the request to serve jury duty at a time school is not in session is denied by the court, the employee will be compensated for the normal work time missed.

D. Other Temporary Leaves - Other temporary leaves of absence may be granted by the Business Administrator/Board Secretary for good reason. The decision not to grant additional leave days shall not be subject to the grievance procedure.

ARTICLE III

WORK YEAR

- A. The normal work year for employees will be on days that bus routes operate between September 1 - June 30. Employees who work beyond days assigned for route transportation will be assigned on an "as needed" basis. Except as otherwise noted, employees will be paid only for days on which they actually work.
- B. Employees will be paid for designated holidays. There will be eleven (11) designated holidays. These holidays are as follows: Labor Day, Thanksgiving, day after Thanksgiving, Christmas Eve, Christmas Day, day after Christmas, New Year's Eve, New Year's Day, Washington's Birthday (aka President's Day), Good Friday and Memorial Day. An employee, who works on any designated holiday, will be paid overtime in addition to receiving pay for the holiday.
- C. When route assignments are canceled as a result of inclement weather or other emergency reasons, employees will be paid for the average number of hours normally worked.
- D. 1. Overtime - Overtime pay, which is computed at 1 1/2 times the normal hourly rate is paid to any employee who works more than 8 hours on any day or more than 40 hours per week. Overtime is also paid for any work on weekends or paid holidays. In the event that a scheduled overtime activity for Saturday or Sunday is canceled on the day of the activity; the driver will receive two (2) hours compensation.
2. Overtime for school activities and events will be voluntary insofar as is possible. Overtime assignments will be posted and offered to contracted employees before any assignments are offered to substitute personnel.
- E. Drivers will receive compensation at their regular rate for actual route set-up time, not to exceed two (2) hours.
- F. Employees will be paid compensation for the following duties, so long as the duty has been authorized by the Transportation Coordinator: dry runs, washing of buses, deliveries, pre-trip safety check(15 minutes-drivers only), gas fill-up. These duties must be noted on the time card of the employee,
- G. Employees will receive a maximum of 4 hours pay up to a maximum of (5) five days per school year when routes are cancelled the day or night before because of student (s) illness. However, the administrator reserves the right to call the driver into work or perform any other tasks or responsibilities for the regularly scheduled workday.

ARTICLE IV

PROBATIONARY PERIOD

- A. The first ninety (90) calendar days of employment for all new employees shall be considered a probationary period.

- B. During the aforementioned probationary period, the Board may discharge a new employee for any reason whatsoever. The Board shall have no responsibility to re-employ a probationary employee discharged during the probationary period.

ARTICLE V

INSURANCE

- A. Health – The Board will provide all full-time employees with the health insurance coverage that is available to all other full-time employees. The Board will pay the full premium for employees and dependent coverages for the duration of this agreement. New employees will not be covered for a period of sixty (60) days. Employees hired after June 1, 2006 must select the Horizon Direct Access plan, unless the employee agrees to pay the difference in premium between the Direct Access plan and the Traditional plan through a payroll deduction. If the Board adopts a Section 125 plan allowing for the waiver of health insurance coverage in return for a cash payment, this agreement will be amended to include such provisions, including, but not limited to: amount of payment, waiver procedures, reinstatement of insurance. The payment amount will be the same as for other Board employees

- B. Dental - The Dental plan will remain the same as existed in 2004-05. The employees will pay the premium costs they paid in 2004-05 plus 50% of any increase in premiums for each year of the agreement. In addition, any employee hired after September 1, 1996 will receive employee-only coverage for their first three years of employment, after which they will be entitled to family coverage in the same manner as other pupil transportation employees.

- C. Prescription - The Prescription plan will remain the same as existed in 2004-05. The employees will pay the premium costs they paid in 2004-05 plus 50% of any increase in premiums for each year of the agreement. Co-pay amounts may be increased, though not more than once per year, nor shall the co-pay amounts be greater than paid by other Board employees. Employees hired after September 1, 1996 shall not receive prescription coverage until they have completed three (3) full years of employment. Employees hired after June 30, 2005 shall not be eligible to enroll in the prescription plan.

ARTICLE VI

OTHER BENEFITS

A. Clothing

1. During each year of this agreement, all employees shall receive one pair of shoes, the cost of which shall not exceed \$75.00.

2. a. All employees, upon request, shall receive one jacket during this agreement. Current employees will receive this during the first year; new employees will be eligible to receive this after three (3) months of employment.

b. All employees, upon request, shall receive one zippered fleece jacket and one pullover sweatshirt during the first year of this agreement. New employees will be eligible to receive this after three (3) months of employment.

c. The process of requesting and distributing the clothing noted above will be the responsibility of the Business Administrator/Board Secretary or their designee.

B. Bus License - The Board will reimburse employees for the CDL portion of their motor vehicle license.

C. Physical Examinations - Any physical examinations required by law or by the Board for employees will be at no cost to the employees, however, the Board has the right to designate the physician(s) who will perform these examinations. When employees are required to go for the required biennial physical examination, they will receive up to two (2) hours pay for travel and waiting time.

D. Dependent Tuition - Children of pupil transportation employees shall be permitted to attend classes in the Nutley Public Schools at 50% of the Board-established tuition rate, subject to the approval of the Superintendent of Schools.

E. Employees who attend training workshops will be paid for the actual time of attendance at said workshops.

F. 1. Any employee who is designated as a 12-month employee will be eligible for vacation. Eligible employees will receive two (2) weeks vacation after one full year of employment. After three (3) years, if the employee has been employed under a contract for at least six (6) years, vacation time will increase to three (3) weeks, otherwise vacation time will remain at two (2) weeks until six (6) years of employment have elapsed. After fifteen (15) years of employment, an employee will be entitled to four (4) weeks vacation. Years of employment means the whole number of years attained as of July 1 of each year.

2. Vacation shall normally be taken at times school is not in session with the approval of the Business Administrator. All days must be used by June 30 of each year.

3. In order to be eligible for vacation in any one year, employment must be for at least three (3) months after July 1 prior to date of resignation. Vacation will be prorated on the following basis: 25% for three (3) months; 50% for six (6) months; 75% for nine (9) months.

G. Seniority- When route assignments become available prior to the beginning of the school year, or due to vacancy in a position prior to February 1 in any year, said assignment will be posted. If any current employees express a desire for the available assignment, the criteria for selection will be based on total length of employment in the school district as a transportation employee unless there are special circumstances. The final decision is to remain with the Transportation Coordinator.

H. Perfect Attendance- Any employee who attends work on every scheduled workday of their work year shall be entitled to a two hundred dollar (\$200) U.S. savings bond for their perfect attendance. Excluded absences, if any, shall be at the sole discretion of the Superintendent of Schools whose decision shall be final and binding and not subject to appeal.

ARTICLE VII

SALARIES

A. The total salary increase for each year of this agreement shall be 3.5% per year. The salary rates paid will be as shown in the schedule and list of employees and their respective rates that is attached to and made part of this agreement.

B. The salary ranges for each position shall be as follows:

- | | | |
|----|------------------|------------------|
| 1. | 2005-06 - Aide - | \$11.66-\$16.66 |
| | Bus - | \$15.15-\$20.87 |
| 2. | 2006-07 - Aide - | \$12.00-\$17.08 |
| | Bus - | \$15.55-\$21.40 |
| 3. | 2007-08 - Aide - | \$12.35-\$17.53* |
| | Bus - | \$16.00-\$21.96* |

*New hires in 2006-07 will be paid as follows in 2007-08: Aides-\$12.50, Drivers-\$16.25

C. Employees who are licensed to drive both vans and busses will receive the same rate of pay except as noted in paragraph D.

D. Employees who drive a vehicle with a capacity of 30 or more will receive additional compensation when they are driving said vehicle. The additional compensation shall be \$1.00 per hour.

E. Longevity payments will be as follows:

Ten years- \$1400

Fifteen years - \$1650

ARTICLE VIII

DURATION

This agreement shall be in effect from July 1, 2005 - June 30, 2008.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective officers or representatives, on the day and year as noted:

By: _____
Gerard Parisi, Board President

By: _____

Michael DeVita, Acting Board Secretary

DATE: _____

DATE: _____

Transportation Salary schedule 2005-2008

	Current rate			
	2004-05	2005-06	2006-07	2007-08
drivers	14.55	15.15	15.80	16.48
	14.84	15.45	16.11	16.80
	15.15	15.77	16.45	17.15
	15.76	16.41	17.06	17.74
	16.24	16.84	17.47	18.12
	16.51	17.12	17.76	18.42
	18.16	18.78	19.42	20.08
	20.37	20.87	21.40	21.96
aides	11.20	11.66	12.16	12.68
	11.90	12.39	12.92	13.47
	12.65	13.17	13.73	14.32
	12.86	13.39	13.96	14.56
	14.98	15.53	16.11	16.72
	16.20	16.66	17.08	17.53
	16.26	16.66	17.08	17.53

DRIVERS

All drivers get same rate regardless of vehicle except for \$1.00 hr. additional when driving vehicle w/over 30 capacity

	2004-05	2005-06	2006-07	2007-08
Baker, Chuck	14.55	15.15	15.80	16.48
Cefalo, Anthony	14.55	15.15	15.80	16.48
Colangelo, Paul	14.55	15.15	15.80	16.48
Pugliese, Joe	14.84	15.45	16.11	16.80
Spina, Maria	14.84	15.45	16.11	16.80
Lehansky, Ramona	15.15	15.77	16.45	17.15
Masucci, Joanne	15.76	16.41	17.06	17.74
Scoccimarro, Joan	16.24	16.84	17.47	18.12
Garofalo, Joseph	16.24	16.84	17.47	18.12
Cardell, Sara	16.51	17.12	17.76	18.42
Olivetti, Frank	18.16	18.78	19.42	20.08
Marino, Ruth	20.37	20.87	21.40	21.96
McCormack, Kathy	20.37	20.87	21.40	21.96
Ryan, Jim	20.37	20.87	21.40	21.96
Vesey, Ernestine	20.37	20.87	21.40	21.96

AIDES

Angelo, Natalie	11.20	11.66	12.16	12.68
Gil, Angela	11.20	11.66	12.16	12.68
Riccardi, Jayne	11.20	11.66	12.16	12.68
Cefalo, Donna	11.90	12.39	12.92	13.47
D'Urso, Carol	11.90	12.39	12.92	13.47
Miller, Toni	11.90	12.39	12.92	13.47
Cullari, Maureen	12.65	13.17	13.73	14.32
Serio, Angela	12.65	13.17	13.73	14.32
Wisener, Kerry	12.65	13.17	13.73	14.32
Nebesni, Marie	12.86	13.39	13.96	14.56
Alongi, Rose	14.98	15.53	16.11	16.72
DelMauro, Pat	14.98	15.53	16.11	16.72
Luzzi, Angie	16.20	16.66	17.08	17.53
Devito, Rosemary	16.26	16.66	17.08	17.53
Hughes, Sandy	16.26	16.66	17.08	17.53