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**AGREEMENT**

**Between**

**BOARD OF EDUCATION OF THE TOWN OF WEST ORANGE,  
IN THE COUNTY OF ESSEX**

**And**

**INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 68-68A-68B, AFL-CIO**

**COVERING**

**PART-TIME BUS DRIVERS AND BUS MONITORS**

**July 1, 1993 - June 30, 1996**



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THIS AGREEMENT, made this 13<sup>th</sup> day of December, 1993, 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 drivers and all regularly employed hourly part-time bus monitors, 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 for all employees covered by this Agreement for school years 1993-1994, 1994-1995, and 1995-1996 shall be as set forth on Schedule "A" annexed to and made a part of this Agreement.

B. Overtime Distribution:

Overtime for part-time bus drivers shall be distributed based on low employee hours. The shop steward shall maintain and keep up-to-date a list of all drivers ranked according to the amount of overtime hours previously worked, such that the driver with the least number of overtime hours worked shall be at the top of the list. The School District will provide the shop steward with reasonable advance notification of any needed overtime work, and the shop steward will provide the District with the name(s) of the driver(s) selected from the top of the overtime roster at least twenty-four (24) hours in advance of the assignment. All drivers selected by the steward must be capable of performing the required runs. Final approval of the shop steward's selection shall rest with the District. In the event of an emergency or if the driver selected fails to report for the assignment, the District will select the next immediately available driver on the list for the overtime assignment. Any driver who refuses an offer of overtime work and is able to perform such work shall be charged on the overtime roster as though he or she performed the run. The provisions of this paragraph shall not apply to bus monitors.

C. Bus monitor assignments to private school runs will be rotated at the beginning of each school year. Selection of the monitors for assignment to such runs shall remain the District's prerogative.

D. Holiday Overtime:



1. Effective 7-1-93, whenever a P/T driver or monitor 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 7-1-93, whenever a P/T driver or monitor works on a contractual holiday the employee shall receive time and one-half (1 1/2x) for all hours worked.
- E. 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.

#### **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 three (3) 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 known as part-time bus drivers and bus monitors 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. Effective February 1, 1989, all part-time bus drivers and bus monitors 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. All regularly employed hourly part-time bus drivers who have served at least one (1) year in such capacity shall receive the District's hospitalization, surgical and major medical insurance coverage, including Rider "J" or its equivalent, on a twelve-month basis, but such medical insurance coverage shall be for the individual employee only. Bus monitors shall not receive this medical insurance coverage.
- B. Effective July 1, 1989, all regularly employed hourly part-time bus drivers shall, upon completion of two (2) years of service in such capacity, receive the medical insurance specified in Paragraph A above on a full-family coverage basis for twelve months per year.
- C. Effective March 1, 1989, or as soon thereafter as practical, all regularly employed bus monitors who are on the District's payroll as monitors on such date shall receive the District's full-family prescription insurance coverage, with a \$2.00 co-pay. Any bus monitor hired after March 1, 1989 shall receive such prescription insurance coverage upon the completion of one

(1) year of service as a monitor. Bus monitors shall not receive any other medical insurance coverage. Part-time bus drivers shall not receive prescription insurance coverage.

D. Effective July 1, 1991, all regularly employed drivers and monitors 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 \$8.03 per month in 1991-92), and the Board will pay the other half.

E. 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.

## 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, either driving or performing garage work as the District may determine. Private run drivers affected by such closures who desire training on other runs within the West Orange school system will be provided with the opportunity to learn such runs. On those days when the West

Orange system is closed and the private school is open, private school drivers and 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 the P/T bus driver 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 a part-time Bus Driver sign-up sheet and a part-time Monitor 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 Drivers and Monitors 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.

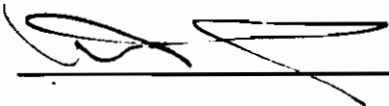
- (F) If any problem occurs concerning the assignment of summer work procedure, the transportation coordinator will meet with the Local 68 Business Representative in an attempt to work out the problem.

### **ARTICLE IX - DURATION**

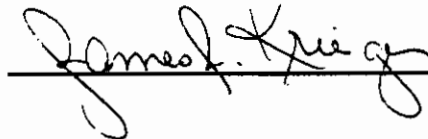
This Agreement shall cover the period commencing July 1, 1993 and expiring at 12:00 midnight on June 30, 1996.

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**

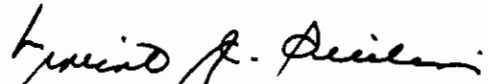


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**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 68-68A-68B**



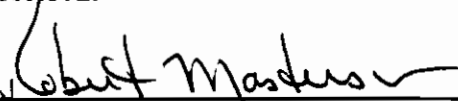
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**VINCENT J. GIBLIN**  
Business Manager



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**THOMAS P. GIBLIN**  
President



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**ROBERT MASTERSON**  
Recording Secretary and  
Business Representative



**SCHEDULE A**

**PART-TIME BUS DRIVERS AND MONITORS HOURLY SALARY RATE**

<b>TYPE I</b>	<b><u>93-94</u></b>	<b><u>94-95</u></b>	<b><u>95-96</u></b>
	\$ 9.68	\$ 10.18	\$ 10.68
	10.40	10.90	11.45
	11.38	11.88	12.58
<b>TYPE II</b>	<b><u>93-94</u></b>	<b><u>94-95</u></b>	<b><u>95-96</u></b>
	\$ 9.44	\$ 9.75	\$ 10.25
	10.00	10.45	10.75
	10.70	11.20	11.90
<b>MONITORS</b>	<b><u>93-94</u></b>	<b><u>94-95</u></b>	<b><u>95-96</u></b>
	\$ 9.60	\$ 10.10	\$ 10.60