

PREAMBLE

This Agreement was entered into by the Board of Education of Jackson, New Jersey (hereinafter called the Board) and Teamsters Local 97 of New Jersey affiliated with the International Brotherhood of Teamsters, AFL-CIO hereinafter referred to as the UNION.

ARTICLE I

UNION RECOGNITION

The Board recognizes the Union as the exclusive representative, as certified on November 30, 2000 by the New Jersey Public Employment Relations Commission for the purpose of collective negotiations with respect to terms and conditions of employment for the following unit.

All employees of the Jackson Township Board of Education employed in:

1. Transportation, excluding the Director of Transportation and clerical personnel that are or may be assigned to Transportation.
2. Maintenance and Custodial, excluding the Supervisors of Buildings and Grounds and any clerical personnel that are or may be assigned to Maintenance and Custodial.
3. Cafeteria, excluding the Cafeteria Director and any clerical personnel that are or may be assigned to cafeteria.
4. Security personnel and school law enforcement officers.
5. This recognition does not include the Superintendent of Schools, Assistant Superintendent, Business Administrator, Board Secretary, Directors, Principals, Assistant Principals, Supervisors, Assistant Transportation Coordinator, clerical, teachers, nurses, Custodial Supervisor, Federal Program personnel and police.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

- A. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the fully authorized bargaining agent of each of the parties.
- B. Collective bargaining meetings shall be held at times and places mutually convenient

at the request of either party.

C. Not later than January 1, of the calendar year preceding the calendar year in which this Agreement expires, in Accordance with the rules of the Public Employment Relations Commission, the Board and the Union agree to enter into collective bargaining negotiations on a successor agreement in accordance with Chapter 123, Public Laws, 1974, as amended.

D. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

ARTICLE III

DUES DEDUCTIONS

A. Upon receiving the written authorization and assignment of an employee covered by this agreement, the Board agrees to deduct from the first pay of each month membership dues in such amounts as fixed, pursuant to the By-Laws and the Constitution of the Union during the full term of this Agreement and any extension of renewal thereof. Said moneys, together with a list of such deductions, shall be transmitted to the Secretary-Treasurer of the Union by the fifteenth (15) day of each month following the monthly pay period in which deduction was made.

B. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) day thereafter, any new employee who does not join within thirty (30) days on initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) day of reentry into employment within the unit, shall as a condition of employment pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85% of the regular Union membership dues, fees and assessments as certified to the employer by the Union. The union may revise its certification of the amount of the representation fee at any time to reflect changes in the Union membership dues, fees and assessments.

C. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of or by reason of any action taken or nor taken by the Employer in conference with this provision.

ARTICLE IV
UNION VISITATION

A. The Union shall have the right to hold meetings in school facilities, provided these meetings are scheduled in accordance with and comply with Board Policy and do not interfere with normal school operations.

B. The Union Representative shall have admission to the Board premises at anytime during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith, or for the purpose of assisting in the adjustment of any grievance which may have arisen, provided there is no interference with normal school operations or employees' duties.

ARTICLE V
BOARD RIGHTS

A. Subject to the terms and conditions contained in this Agreement between the parties, the Board reserves all rights and functions vested in it by applicable laws and regulations and all other functions as are normally and customarily exercised by boards of education in the management of the affairs of the School District.

B. The Union recognizes that the School District shall be governed by the Board in accordance with provisions of State laws, rules and regulations; that the Board cannot unlawfully delegate its authority with reference to any decision affecting the school system and that it is not the intent of this Agreement to violate any of the school laws, laws of the State of New Jersey or laws of the United States of America.

C. If any provision of this Agreement or any application of this Agreement to any employee hereby covered shall be found contrary to law, such provision of application shall have the effect only to the extent permitted by law.

ARTICLE VI
NO STRIKE-NO LOCKOUT

A. There shall be no strike, picketing, slowdown, job action or other concerted refusal to render full and complete service. The Board shall consider violation of this clause grounds for dismissal and appropriate legal action.

B. There shall be no lockout by the Board.

ARTICLE VII
PRINTING OF AGREEMENT

The Union and the Board will each pay 50% of the cost for printing of contract booklets.

ARTICLE VIII
UNION STEWARDS

A. The Board recognizes the right of the Union to designate stewards and their alternates for the enforcement of this Agreement. The Union shall furnish the Board with a written list of stewards and alternates and notify the Board of any changes.

B. The authority of the stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities.

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
2. The transmission of such messages and information which shall originate with and be authorized by the Local Union.

ARTICLE IX
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of his departmental supervisory staff.
3. All “grievances” as defined in (B) (1) below, shall contain a proposed solution or remedy, which the grievant seeks in order to resolve the grievance. The Employer shall react to the solution or remedy proposed in the grievances.

B. Definition

1. The term “grievance” as used herein means any controversy arising over the

interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the Board.

C. Steps of the Grievance Procedure:

1. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

Step One:

1. An aggrieved employee shall discuss his/her grievance with the Union Steward and Department Head within ten (10) working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee, the Union Steward and the Department Head. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance on behalf of the individual.
2. The Department Head shall attempt to settle the grievance or render a decision within five (5) working days after the grievance has risen. A written reply shall be given by the immediate Supervisor to the grievant and a copy of same given to the Union Steward.

Step Two:

1. In the event a satisfactory settlement has not been reached, the grievance shall be reduced to writing by the aggrieved employee and one (1) copy furnished to the Assistant Superintendent, and one (1) copy to the Union Representative within five (5) working days following the determination by the Department Head.
2. The Assistant Superintendent of Schools shall meet with the Union Representative and the Union Steward within five (5) working days after the receipt of the grievance to discuss the matter. The Assistant Superintendent of Schools shall submit his decision, in writing, to the Union within ten (10) working days after the grievance meeting.

Step Three:

If the Grievance is still unresolved within five (5) working days after receipt of the Assistant Superintendent decision, the Union may submit the matter to the Superintendent or his/her

designee for review by the Board. The Board or a committee thereof shall, within fifteen (15) working days, hold a hearing with the Union Representative and Union Steward. The Board shall render a decision, in writing, within fifteen (15) working days after the hearing.

Step Four:

1. If a grievance is not settled by Step Three, such grievance shall, at the request of the Union or the Board, be submitted to the Public Employment Relations Commission.
2. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of facts presented to him involved in the grievance. The Arbitrator shall also be bound by applicable Federal and State Laws and cases and shall not have the authority to add to modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
3. The Arbitrators shall set forth his findings and facts and reasons for making the award within thirty (30) calendar days after the conclusion of the arbitration hearing. The award of the arbitrator shall be final and binding on the parties.
4. The costs of services and expenses of the Arbitrator shall be borne equally between the Union and the Board. The party incurring the same shall pay any other expense incurred, including but not limited to the presentation of witnesses.

ARTICLE X

TERMINATION OF EMPLOYMENT

A. When an employee voluntarily terminates employment, said employee shall provide the Board with at least fourteen (14) days notice of the termination day.

B. If an employee is brought up on charges, no suspension or discharge will be put into effect without a formal hearing by the Superintendent and or his/her representative meeting with the Union Representative and Union Steward. This provision does not apply to situations requiring immediate action because of the nature of the offense. The Union shall have the right to appeal the Superintendent's decision under the provisions of Step Three of the grievance procedure.

ARTICLE XI

PROBATIONARY PERIOD

A. New employees and substitute employees who transfer to permanent employee status shall be on probation for their first one hundred and twenty (120) workdays. When a substitute is appointed to a permanent position, the probationary period of the permanent position shall be the remainder of the 120 day period or sixty (60) workdays, whichever is greater.

B. Newly hired employees, including substitutes who transfer to regular employment, may be terminated during their probationary period without recourse to the grievance procedure.

ARTICLE XII
LEAVES/HOLIDAYS

A. VACATIONS:

Providing the workload permits it and providing the immediate Supervisor grants approval, twelve (12) month employees may take vacations throughout the year (July 1- June 30).

1. The vacation schedule is as follows:

Up to 5 years employment -	2 weeks vacation
After 5 years employment -	3 weeks vacation
After 15 years employment -	4 weeks vacation
2. Twelve (12) month employees are entitled to ten (10) vacation days per year, (2 weeks), if they have completed twelve (12) months of working service. Personnel, employed mid-year, are not entitled to two (2) weeks vacation. They earn .8 days per month. Example: 7- ½ months X .8=6 days.
3. Custodians, mechanics and maintenance personnel will not be granted vacation time during the five (5) workdays before the close of schools in June and during the first five (5) days that the schools are open in September.
4. Employees shall be permitted to use vacation time in half-day increments, provided that the Employee submits a request for the time at least five (5) days prior to the day requested.
5. Employees have the privilege to sell back vacation time during the months of January and June up to a maximum of ten (10) days.
6. Eligibility for vacations shall be computed as of the first day of the month in which

hired(anniversary date).

B. Personal Days

1. With a seventy-two (72) hour notice requirement, employees covered by this Contract are to receive up to three (3) personal days per year (July 1- June 30 or Sept.1 - June 30) for reasons listed below. The request shall be submitted in writing specifying the reason for the absence. Approval or denial of the request will also be in writing. The reason for an emergency leave must be submitted on the first workday following the leave.
 - a. Illness or accident in the immediate family
 - b. Household emergencies
 - c. Marriage
 - d. Legal business
 - e. Commencement exercises
 - f. Religious observance
 - g. Death of a close friend of the employee
2. Approval/denial of personal leave day requests will be submitted to the employee within one (1) workday following receipt of the application.
3. Unused personal days may be accumulated, without limitation, for conversion to severance pay.
4. Bus drivers and van drivers may take half (½) or whole day personal days.
5. Ten (10) month employees hired for summer work shall be permitted to use contractual leave benefits earned during the regular school year during July and August.

C. SICK LEAVE

1. Employees covered by this contract shall receive one (1) day per month sick leave which shall accumulate from year to year without limit.
2. Employees who will be absent due to illness or injury must notify their immediate superior prior to the start of the employee's work shift or the employee will not be paid for the day.
The person to be contacted is:

Cafeteria	--	Lead Worker
Drivers	-	Transportation Office
Maintenance	-	Head Custodian
Custodian	-	Head Custodian
Security	-	Supervisor

3. Employees shall be notified on or before October 1st of each year of all unused sick days they have to their credit.

D. JOB INJURY

If any employee is injured while at work and is unable to continue at work because of the injury after completing more than half of his or her daily hours, such employee shall be paid for the full day (limited to one (1) day per occurrence without any deductions from sick days).

E. HOLIDAYS

Twelve-month employees shall receive fourteen (14) paid holidays per year including the following defined days:

New Year's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Thanksgiving - 2 days
Christmas	

These holidays shall be established at the time that the school calendar is published but not later than the preceding May 30th. If the undefined holiday schedule is changed as a result of school closings, the employees will be given a minimum of two weeks notice of such change. Christmas Eve and New Year's Eve will be included on the above list whenever Christmas or New Year's falls on a Tuesday through Saturday. Employees must work the scheduled day before and after the holiday in order to receive the holiday pay, unless the employee substantiates the absence with a physician's certificate documenting illness, then he/she shall receive the holiday pay. Ten-month employees who work Thanksgiving Day, Memorial Day, or Labor Day shall receive time and one-half (1 ½) for each hour worked that day.

F. DEATH IN FAMILY

Up to five (5) consecutive working days within seven calendar days per occurrence for members of the immediate family defined as: parent, children, spouse, brother, sister, and any other member of the immediate family unit living in the same household. Up to two (2) days per occurrence for relatives outside the immediate family as defined above.

G. UNION LEAVE

1. When a Union Steward, elected or appointed, requests a leave for Union business, his fringe benefits will continue provided such leave does not exceed five (5) consecutive workdays.

2. The granting of leaves for Union business in excess of five (5) consecutive workdays, with or without continuation of fringes, shall be at the sole discretion of the District.

ARTICLE XIII

CUSTODIAL, MAINTENANCE & GROUNDS

1. Custodians and Groundsmen are to work eight (8) hours per day with a one half (½) hour lunch period within the eight (8) hours and shall be on call during the lunch period, because of the nature of the work, five (5) days per week, with two (2) consecutive days off.

2. For work other than regular school requirements, custodians shall receive their regular straight time hourly rate for each hour worked for an outside agency.

3. Maintenance personnel are to work eight (8) hours per day with one half (½) hour lunch period within the eight (8) hours and shall be on call during the lunch period, because of the nature of the work, five (5) days per week with two (2) consecutive days off.

4. Custodial, Maintenance and Grounds personnel called in after their normal working hours due to an emergency situation, (i.e. snowstorm, hurricane or other disaster) shall be called in on a seniority rotation basis and will be guaranteed a minimum of two (2) hours pay at their overtime rate.

5. Any employee, who is out sick, on vacation or personal day, will be skipped over for call In.

6. Changes in starting and quitting times of custodians will only be made on a permanent basis except when changes are necessary due to an emergency or inclement weather.

7. Building and Grounds employees shall be assigned to four (4) consecutive ten (10) hour shifts during summer months: June 30 to August 31, subject to Management's right to assign the

work day to ensure Monday through Friday coverage.

8. The annual stipend for Head Custodian shall be as follows:

<u>School</u>	<u>Amount</u>
Switlik	\$850.00
Rosenauer	\$750.00
Holman	\$650.00
Johnson	\$650.00
Goetz	\$950.00
Mcauliffe	\$950.00
High	\$975.00
Crawford-Rodriguez	\$975.00

9. Maintenance employees with at least ten (10) years of experience in their trade, who possess trade skill as electrician, carpenters, plumbers and HVAC specialists in accordance with criteria and standards mutually agreed upon by the Board and the Union, shall receive a stipend of \$3, 250 per year payable in installments with their regular paycheck.

10. A. All custodians currently receiving an additional one hundred (\$100.00) dollars for holding a Black Seal License will continue to receive this amount. Any custodian required by the Board to obtain a Black Seal License shall also receive an additional one hundred (\$100.00) dollars

B. Any employee required by the Board to obtain a Pesticide License shall receive an additional one hundred (\$100.00) dollars.

11. A. All employees shall work within their classification. Overtime shall be offered within classification for Maintenance, Grounds and Custodial employees on a seniority rotation basis. For Custodial workers, overtime shall be offered on a seniority basis within the school location that the employee works.

B. All maintenance overtime pertaining to building repair to be offered to Maintenance employees currently working within a school location on a seniority rotation basis. If these employees decline overtime offered, said overtime will revert back to district seniority list. Acceptance or refusal of overtime will not change their standing in District rotation.

C. In the cases where overtime assignments require a specific skill, the overtime may be

assigned to employees possessing the necessary skills.

12. **Custodians**

The Union contractually recognizes that there will be a district run training period, which is required to be **completed** before hiring as a substitute or a permanent employee. The training period will have no compensation attached to it, nor will the potential employee be charged for said training. The training will not exceed three (3) days.

ARTICLE XIV

MECHANICS & UTILITY WORKERS

1. Mechanics and Utility personnel shall have a choice of work shifts in the bus garage in seniority order within their job classification. Overtime shall be assigned on a rotating seniority basis to shop personnel.
2. Mechanics, Mechanic Helpers and Utility personnel are to work eight (8) hours per day with a one half (½) hour lunch period within the eight (8) hours and shall be on call during the lunch period due to the nature of the work, five days per week with two (2) consecutive days off.
3. Mechanics and Utility personnel shall be assigned to four (4) consecutive ten (10) hour shifts during summer months: June 30 to August 31, subject to Management's right to assign work to ensure Monday through Friday coverage.
4. Head Mechanics shall receive \$1,800 per year in addition to their salary as mechanic. Mechanics shall be paid an additional twenty-five (.25) cents per hour for each ASE certificate received.

ARTICLE XV

TRANSPORTATION

- A1. Drivers and Aides are to work four (4) to eight (8) hours per day as required by runs, five (5) days per week with two (2) consecutive days off.
2. No driver shall work more than 16 hours in any 24-hour period. Drivers must be off duty for at least six (6) hours without pay between shifts.
3. Drivers are required to report to work at least twenty (20) minutes prior to the first

pick-up on the first run of the day.

4. Drivers shall not be required to wash, gas or oil busses. Drivers are responsible for sweeping their vehicles and removing trash each day.
5. All school transportation vehicles are to be checked by the driver as per all State of New Jersey directives and regulations. Time to perform this check will be included in the first trip each day.
6. The Board shall pay the full cost of any routine physical evaluation which a driver is required to submit to in order to maintain a CDL license, provided the driver is evaluated by a Board designated physician. Should any driver have any such required routine physical evaluation done by the driver's personal physician, it shall be at the driver's own expense. The results of any such evaluation done by a driver's personal physician is subject to review by the Board physician. The Board also reserves the right to have a Board designated physician re-evaluate any driver using a personal physician for a required routine physical evaluation.
7. Drivers who are required to remain after regular working hours to complete random drug testing procedures, shall be compensated for the additional time, provided, however, that any employee directed to submit to drug testing procedures for cause, shall not receive additional compensation.
8. Transportation time sheets shall be turned in monthly or when an employee reaches twenty-five (25) hours, whichever occurs sooner. The Board agrees to pay in the next regular pay date after submission, including summer work.
9. Transportation drivers regularly assigned to Routes, which require the use of Toll roads shall be provided with EZ Pass for their vehicles.

Ten-month employees assigned summer work shall be paid at the end of each period.

B Selection of Runs

1. All runs shall be picked in order of seniority and all selections shall remain firm for the entire school year (number of days as described by student's school year).
Absent driver's pick to be made by the Chief Steward with assistance from the Steward of Transportation.

Despite the foregoing provision to select runs based on seniority, in the event two or more documented complaints are received indicating that a problem has developed on a Run regarding the transportation of children, the parties will attempt to resolve the issue by a mutually agreeable switch of drivers. If such agreement cannot be achieved, the Board reserves the right to re-assign a driver, without loss of remuneration. Runs will be posted for review at least forty-eight (48) hours prior to date for selecting runs. The date for selecting Runs is to be during or near the last week in August. Pick sheets will indicate the estimated mileage of all runs.

2. “Leftover” trips including back ups shall be picked after all straight time employees fulfill their regular hours. Remaining trips shall be picked by seniority for overtime during the trip pick process.
3. The schedule of Runs offered for “Pick” to the drivers shall include the maximum number of long or premium runs. Every effort shall be made to minimize the number of short (five hours or less) runs offered for pick. The time allowed for each trip on schedule and/or extra trips, shall be a minimum of fifty (50) minutes with the exception of the present shuttle run.
4. Each driver shall be given a copy of the complete setup of the run. He/she selects on the same day each driver made his/her choice. The driver shall sign the Board’s copy of the run setup to indicate both selection of that run and receipt of a copy thereof. Additions to a drivers contracted runs shall be sent to the Board for approval by the next Board meeting.
5. Bus drivers taking leaves of absence, which begin at or before the opening of the school year and extend for the full school year, shall not pick a run. There shall be no loss of seniority during the leave.
6. Extra work assignments shall be assigned according to seniority if no overtime pay is involved. Posting for the senior available employee will perform temporary extra bus runs daily. Such runs shall not be split among employees trying to fill their time.
7. All driving assignments will be offered to full time bus and van drivers before being offered to any other employees, except as may be required to instruct employees.

C. **Fields Trips**

1. Fields trips shall be rotated from seniority list of those drivers who wish extra work. Drivers, who wish extra work, must sign rotation board list at beginning of school year. Field trips selection will begin at the top of the seniority list every week.
2. Drivers, who bid on and are scheduled for extra trips and such trips are canceled, shall be placed first on the rotation list for extra trips.
3. Drivers on extra trips that are canceled after the driver arrives, if scheduled on the driver's day off, shall receive two (2) hours' pay.
4. Both the driver signing up for and the driver taking a field trip will be charged with a turn on the rotation roster except as otherwise specified in this Section.
5. Field trip drivers who cancel out of four (4) extra trips within one year will be removed from the trip selection roster.
6. All school buses (Type I and II vehicles) owned or operated by the Jackson Township Board of Education, while in service, are only to be driven by drivers on the Jackson School District Transportation Department roster. In emergency situations, when there is no bus driver or substitute driver available, qualified Teamsters bargaining unit employees may drive.
7. Drivers, whose contracted schedule of runs include "layover time" of less than one (1) hour between their paid driving time on a run and the starting time of the succeeding run, shall be paid for the layover time at their regular hourly rate of pay. The driver shall be paid one half (½) hour for layovers of less than thirty (30) minutes and one (1) hour for layovers of between thirty-one (31) and sixty (60) minutes. Drivers may be assigned extra runs during layover time without additional compensation. The length of the run shall not exceed the layover time. Payment for layover time shall not apply to extra time, activity runs and field trips.
8. Drivers who miss a run due to lateness will not be paid for either run or any layover time immediately following the run.
9. Any employee, who is properly certified as a trainer and is assigned to perform the

duties of a trainer, shall be paid at \$2.00 above his/her hourly rate for all hours worked as a trainer. Training shall be awarded in seniority rotation order.

10. Drivers taking field trips shall be compensated at their regular rate of pay for working such trips.

ARTICLE XVI

SECURITY & SCHOOL LAW ENFORCEMENT PERSONNEL (LEO)

1. Full-time security and LEO personnel are to work eight (8) consecutive hours per day, which shall include a one-half (½) hour paid lunch period during which the employee shall be on call because of the nature of the work.
2. Twelve month security and LEO personnel are to work five (5) consecutive days per week with two (2) consecutive days off. Ten-month security personnel are to work on those days when students are in school. The contracted work year for ten (10) month personnel shall be a minimum of one hundred eighty (180) days. Dividing the annual rate for twelve-month personnel by 2080 hours and multiplying the result by eight (8) hours shall determine the per diem rate.
3. Substitute (part-time/supplemental) employees working more than five (5) hours per day will have a one-half (½) hour unpaid lunch included in their work schedule. The minimum workday shall be four (4) consecutive hours.
- 4a. Overtime will be assigned on a rotating seniority basis. Classifications shall be limited to School Law Enforcement Officers and Security Personnel. Substitute and part-time personnel will only be eligible for overtime when all full-time contracted personnel have been offered the overtime work. No special request for Security and LEO Personnel will be honored.
2. Security and LEO Personnel shall be placed on the same rotating seniority list. All overtime work will be distributed in rotational order on a weekly basis, **not more than** one week in advance, to qualified employees, with the exception of holidays. Holiday overtime shall first be offered to full-time twelve (12) month Security personnel. Personnel on bereavement leave, leave of absence, medical leave and workers compensation will not be offered overtime until they return to duty.

Employees performing overtime shall be charged with a turn on the roster; employees refusing the overtime shall be charged with a turn on the roster.

3. Security and LEO Personnel may withdraw from the overtime roster by submitting a letter to their Supervisor.
4. The Employer agrees to provide cross training to permit all personnel to qualify for overtime work. Such training is voluntary.
5. The above does not infringe on Management's right to utilize a substitute employee to replace an absent worker, as long as the substitute is not in overtime status as referenced above in paragraph a.
5. Security and LEO personnel assigned to work outdoors will be issued inclement weather clothing.
6. School law enforcement personnel will work the same number of days that the students are in session. Any additional days worked will be compensated at the individual's per Diem rate of pay.
7. A paid security person shall be provided at the following listed school activities (unless determined not to be needed by the Superintendent):
 - a. Scheduled Activities at Night
(JMHS/GOETS/McAULIFFE)
 - 1) Dances; 2) Concerts; 3) Plays; 4) Sporting Events.
 - b. Scheduled Activities-Night/Day
(JMHS/GOETZ/McAULIFFE)
 - 1) Proms; 2) Farewell Dinner; 3) Home Football Games;
4. **Graduation**

Additional paid security may be provided as needed at the sole discretion of the Building Administrator for the above mentioned functions. The Building Administrator, at his own discretion, shall utilize Security Personnel as needed at other activities, such as parent meetings, non-home games, etc.

ARTICLE XVII
FOOD SERVICE

1. Food service personnel to work four (4) to eight (8) hours per day; five (5) days per week, with two (2) consecutive days off. Overtime to be paid after forty (40) hours.

2. Food service personnel, who work seven and one-half (7 1/2) hours per day or more, are to have a one-half (1/2) hour lunch period included within this time and shall be on call during lunch period because of the nature of the work.

3. Food service personnel, including the Chef, shall be reimbursed for the cost of uniforms to a maximum of \$150.00 per year upon submission of receipts as proof of purchase for the following: dresses, slacks, blouses or jacket type shirts. Employees shall be permitted to select colored pants instead of white pants.

4. Food service personnel overtime and/or extra work shall be assigned to employees on a rotation basis, starting with the senior employee. Such list shall continue from year to year until all employees have been offered the opportunity for overtime and/or extra work. Overtime work for catering events, which are an extension of the regular workday, shall be offered first to employees who are regularly assigned to the school holding the event.

5. Head Food Service workers shall receive an additional \$1.00 per hour.

ARTICLE XVIII
LONGEVITY

All employees who have completed ten (10) consecutive years of service in the district shall receive a five hundred dollar (\$500.00) longevity stipend. Approved leaves of absence shall not count as a break in service when determining the ten (10) consecutive years. The ten (10) consecutive years must be completed prior to July 1st to be eligible for payment. All employees who are entitled to longevity shall receive a lump sum payment for the full longevity amount by November 30th following eligibility.

Employees, who terminate employment prior to November 15, will not be eligible for the November 30th longevity payment. Eligible employees on paid leaves of absence or workers compensation will also receive their longevity stipend by November 30th.

ARTICLE XIX
WORK PROCEDURES

1. All employees shall be eligible for overtime pay as follows:
 1. Employees shall receive one and one-half (1 ½) times their normal pay rate for all work in excess of forty (40) hours per week.
 2. Paid sick leave and paid holidays shall be included in determining the forty (40) hours.
 3. All work performed on Sunday in excess of forty (40) working hours per week, shall be compensated at twice the applicable hourly pay rate.
 4. All overtime shall be paid promptly in the next regular payroll check after overtime is worked.
2. Any regular employee (excluding substitutes), who work in a higher classification on a temporary basis, shall receive the higher rate of pay. At the expiration of the temporary vacancy, the employee shall return to his former position with full seniority and at the rate of pay in the classification to which the employee returns.
3. Summer work, when available, will be offered to qualified ten (10) month employees in their classifications are equal. Seniority shall be the determining factor.
4. **Substitutes**
 1. Substitutes employees in the transportation Department shall be assigned according to seniority on a daily basis, rather than on a rotational basis, with the most senior substitute driver selected first each day.
 1. Substitutes in other classifications will be called to work on the basis of a rotational seniority roster starting with the most senior substitute in the classification. Substitute employees refusing to work three (3) times without a proven bonafide reason in any one-year, shall be removed from the substitute list.
 2. All substitutes shall be assigned to a job for the duration of the vacancy.
5. All full time employees, whose regular work shift begins at 3:00 pm or later, shall receive an annual shift differential of \$300.00.

6. Layoffs

1. When a reduction in force among employees is made, the employees, who are laid off, will be placed on a preferred substitute list in the title held at the time of layoff to the extent that the district has an average daily need for substitute personnel. These employees will be given work assignments throughout the District on an as-needed basis prior to offering work to any other substitute and prior to hiring new employees. Employees on the preferred substitute list shall be considered as regular employees with all benefits. In order to qualify for health insurance, the preferred substitute must meet the hours requirement.
1. Laid-off employees shall be placed on the preferred substitute list by seniority in the title held at the time of layoff.
2. Employees in layoff status will be offered the opportunity to return to work prior to hiring new employees on the basis of last-out, first in. Employees will be notified by registered mail, return receipt requested, at their address of record. The employee will be required to report for work no later than the third workday following receipt of the notice. Failure to report within this time will be considered resignation.

7. Traffic Summonses-Jackson Municipal Court

1. An employee assigned to drive a school district vehicle, who receives a traffic summons while driving that vehicle and appears in Jackson Township Municipal Court pursuant to that summons, must attempt to have his/her case heard at a time when the employee is off duty. If the Municipal Court appearance must take place during the employee's hours of work, the employee will be permitted time off from work, provided the employee has provided at least seventy-two (72) hours notice to his/her supervisor. The time off from work shall be with pay, if the employee has personal time available, otherwise it shall be without pay. However, if all of the charges are dismissed, the employee will be reimbursed for the loss of time/salary.

1. An employee who appears as a witness on behalf of an employee who receives a traffic summons (as described in paragraph 1) will be provided with time off with no loss in pay, provided the employee (witness) has provided at least seventy-two (72) hours notice to his/her supervisor.
2. Any employee who retains an attorney to defend a traffic summons is responsible to pay all such legal fees. The Board is not responsible to reimburse the employee for legal fees under any circumstances, except as required by statute.
3. An employee who is a complainant or witness on behalf of the Board against a person charged with a traffic violation related to student transportation (such as passing a bus with lights flashing) will be paid for time spend in court.

ARTICLE XX

POSTING PROCEDURES

- A. 1. All vacated positions which the Board intends to fill and newly created positions shall be posted within three (3) days (excluding Saturday, Sunday or holidays), and shall remain posted for seven days, (exclusions as above). Posted positions will either be filled thirty (30) days of the expiration of the posting notice or the Board will withdraw the posting notice and notify the Union of the withdrawal. Except in cases of emergency, job postings shall be delivered to all Head Custodians, the Maintenance Building, Transportation Break Room, Head Food Service workers in all Cafeterias, and each Union Representative.
2. The senior qualified employee who bids for the open position shall be awarded the position with a one hundred and twenty (120) day trial period. If during the one hundred twenty (120) day trial period the Board is satisfied with the employee's performance, the Board shall retain the employee in the new position on a permanent basis with full seniority, benefits, and increment step. If the employee is removed during the trial period the employee shall

revert back to his/her former position with full seniority, benefits, and the same increment step.

3. In the case of transfers within a job classification, the senior employee within that job classification, who bids for the open position, shall be awarded the position without a trial period.
2. Regular employees will have the opportunity to bid as provided for in Section A above.
 1. If regular employees respond to posting, said position will be filled in accordance with Section A2 above.
 2. If regular employees do not respond to the posting, the posting may be filled by substitutes hired prior to July 1, 2001. Substitutes, hired prior to July 1, 2001, shall be “grand fathered” and shall continue to enjoy the preferences in filling vacant and newly created positions. The “grand fathered” substitutes shall forfeit the preference if he/she ever refuses the offer of a regular position. The Board’s decision on qualifications shall be final.
 3. In the event no qualified employees have responded to the posting, the Board at its discretion shall fill the vacancy.
 4. New employees or substitutes transferring to regular employment shall not be eligible to bid on any other posted position for the first sixty (60) days of regular employment.
 5. Any employee appointed to a position which was posted as a “District Employee” shall have no contractual right to remain assigned to a specific building, although those employees appointed to a position posted as a “building position” shall continue to have the right to remain at that building.
3. 1. When the vacant or newly created position occurs in a transportation driver position, all employees within that department who submit a bid on the job will be present when the senior employee who bids is selected. The other employees will then select the just vacated position(s) in seniority order until

all employees have had the opportunity to bid on a just vacated job.

1. If a bus driver or food service worker goes on leave of absence, sick leave, or disability leave which will extend beyond thirty (30) calendar days, that person's contracted run or regular assignment shall be posted as a temporary vacancy. Employees bidding on and obtaining these runs/assignments shall hold them until the employee on leave returns to work or for the completion of the school year, whichever occurs sooner, at which time the temporarily assigned employee will return to his/her original assignment. Posting of these temporary vacancies shall be for three (3) days only. Only employees who would increase or decrease their daily working hours will be eligible to bid on these temporary vacancies.

4. In the event the temporary vacancy becomes a permanent vacancy as a result of termination of employment of the person who originally held the position, the job will be re-posted in accordance with A1 of this Article.

ARTICLE XXI

UNIFORMS/TOOLS

A. The Board shall provide up to the following numbers of uniforms each year.

Worn out or unusable uniforms must be turned in to obtain a replacement.

1. Custodians in 1st and 3rd year of this Agreement, three (3) pants, two (2) long sleeve shirts or blouses. In the 2nd year of this Agreement, four (4) pants, three (3) long sleeve shirts, two (2) short sleeve shirts or blouses.
2. Maintenance and groundskeepers shall be supplied with four (4) pairs of pants, three (3) long sleeve shirts, and three short sleeve shirts or blouses on the commencement of employment. If the District changes the style of uniforms, all these employees shall receive the uniforms listed in the first sentence.
3. This shall be the replacement approach for worn out or unusable uniforms:

There shall be three (3) replacement times per year; July 1, November 1, and April

1. These employees shall be given a form in advance of each of the above dates on which they indicate how many "worn or unusable" uniform part they have. When the

replacement is provided to the employees, he/she shall turn in the replaced uniform part.

4. Mechanics-issued and maintained by outside laundry service.
5. LEO's/Security - two (2) skirts or pants and three (3) shirts.
6. Custodial, maintenance and LEO/Security employees may substitute one (1) pants and one (1) shirt for a jacket.

B. Inclement Weather Clothing

1. For regular (full-time custodial, LEO/Security personnel, grounds, maintenance, garage and utility personnel required to work in inclement weather conditions the Board will furnish a full set of foul weather clothing as follows:
 2. Personnel must sign for and be responsible for the articles issued to them.
 3. Personnel must reimburse the Board for lost articles and/or for articles damaged through negligence or misuse.
 4. To obtain replacement, the damaged or worn out set must be turned in. If all or any part thereof is not turned in, employee to pay for replacement with Board retaining ownership of same.
 5. Upon termination of employment, employees to return all articles issued and signed for. Employee to be financially liable for set or any part thereof not returned.
 6. Custodian, Groundsmen, Maintenance men, and Mechanics shall be eligible to substitute part of their regular work clothes allowance for a winter jacket.
 7. The Board will provide two (2) sets of coveralls, gloves, and boots for garbage truck drivers.
3. Maintenance employees and mechanics and mechanic helpers who are required to use hand tools will receive a \$75.00 per year tool purchase allowance. Prior to reimbursement being made for the purchase of tools, the employee must submit receipts identifying the purchase. From the allowance provided herein, each maintenance employee and mechanic and mechanic helper shall maintain a minimum number of tools as listed below.

Mechanic/Mechanic Helper

1/4", 3/8", 1/2" socket set from 1/4" socket

standard to 1 1/4" shallow and deep 3/8" to 15/16"
Impact 6-point 3/8" to 1 1/4"
3/8" and 1/2" air gun
1/4" to 1 1/4" combination wrenches
1/4" to 1 1/4" open-end wrenches
Engineer hammer - 40 ounce
Screw Drivers #1, #2, #3, Phillips head
Ball peen hammers - 8 and 16 ounce
Screw drivers 1/4" to 5/8" flat blade
Starter punches 1/4" to 5/8"
Pliers, wire cutters, vise grip, and slip joint style
Flat chisels 1/4" to 1"
Allen Keys 1/4" to 3/8" and hacksaw
Plus roll-around tool cabinet.

Maintenance Employees

Pliers
Cutting pliers
Screwdrivers
Allen wrench set
Hammer
Hack saw
Nut driver set
Adjustable wrenches
Sheetrock knife
Voltage meter
8" pipe wrench
Punch set
Tape measurer (min. 15ft.long)

4. Each employee whose job requires the use of hand tools is expected to have adequate hand tools in his/her possession each day he/she is on the job.

5. The Board shall have the right to designate those employees who shall be required to wear safety shoes in the performance of their duties. The Board shall provide for any employee so designated the necessary safety shoes and replace them on a salvage basis.

6. Should an employee desire to enroll in an approved work-related college or non-college course or workshop, such employee may submit a request for reimbursement of the tuition and or fee of such course or workshop to the Superintendent of Schools. The Superintendent of Schools, may, in his/her discretion, approve those courses or workshops, which will benefit the

District, are related to an employee's work, and for which funds are available. Employees must obtain advance approval in order to be eligible. The approval process is not arbitrable.

ARTICLE XXII
SEVERANCE PAY

A. An employee who terminates employment after ten (10) or more years of service shall be eligible to convert accumulated personal leave days to severance pay on a one-for-one basis at the employee's then current per diem rate of pay.

2. Any employee who retires and receives a PERS pension check after ten(10) or more years of service shall be eligible to convert accumulated sick leave days to severance pay under the following:

1. Any employee who retires and receives PERS pension checks after ten (10) or more years of service shall be paid for accumulated sick leave in the following manner:
2. Notice of retirement, in writing, must be submitted to the Board of Education. If the notice is provided before February 1, the payment under this section shall be made in the following July. If such notice is provided on or after February 1, the payment under this section shall be made in the second July following the retirement date.
3. All sick leave days accumulated by an employee shall be paid on a one-for-one day's basis at the employee's then current per diem rate. The maximum payment under 2b shall be \$25,000. Notwithstanding the foregoing, the maximum payment for those employees under b. whose value of sick leave days accumulated as of the date of ratification of the 1998-2001 Agreement shall be \$25,000 or the actual value of the days at that time, whichever is higher.
4. All sick leave days accumulated by an employee hired on or after the date of ratification of the 1988-2001 Agreement who has ten (10) years of service at the time of retirement, shall be paid on a one-for two day's basis at the employee's then current per diem rate up to a maximum payment of \$15,000.
3. If an employee passes away, his/her accrued vacation time will be paid to the estate/next of kin.

ARTICLE XXIII

WORK RULES

The Board shall adopt and post reasonable rules and regulations as it may desire, provided that these rules and regulations are not contrary to or in conflict with this Agreement.

ARTICLE XXIV

DISCIPLINARY PROCEDURE

A. Violations of Board policy, rules or regulations shall be cause for disciplinary action as outlined below. Employees shall have the right to dispute any charge or alleged violation and may appeal such action through the grievance procedure provided under this Contract. There shall be three (3) separate penalties applied when it is necessary to inflict discipline on any of the employees of the Board.

1. A written reprimand to be placed in the employee's personnel file to be applied in the case of minor offenses. The Board shall furnish the employee and the Union with a copy of the reprimand. The employee shall be required to sign the file copy for the sole purpose of acknowledging that he has received his copy.
2. Suspension from work (without pay) for periods varying from one (1) to fifteen (15) days, according to the gravity of the offense and the previous record of the employees concerned to be applied in cases of a first serious offense or continued or repeated minor ones: all suspensions shall be in accordance with the provisions of Article X of this Agreement. Appeals from disciplinary action shall be made in accordance with the grievance procedure.
3. Discharge in accordance with the provisions of Article X of the Agreement.
2. An Investigator Review Committee shall be established to determine preventability for vehicular accidents. The committee shall have access to the guidelines established by the National Safety Council. The committee shall be composed of the Assistant Superintendent for Personnel, the Department Head and two representatives of the Union.

ARTICLE XXV
HEALTH INSURANCE

Conditions:

1. Substitute employees are not eligible for benefits to qualify for any health, dental or prescription insurance coverage.

2. The current minimum of 25 hours work per week for eligibility for health insurance will be maintained, provided that any employee who works at least 25 hours per week and whose workload is reduced below 25 hours by Management decision shall also continue to be eligible for benefits. In addition, those employees who are grand fathered effective July 1, 1997 for eligibility for health insurance shall continue to be eligible for benefits. All other employees hired after July 1, 1997, who voluntarily reduce their workload below the 25-hour level, will lose their eligibility for benefits.

3. A flexible work schedule involving job sharing shall be instituted to enable the workers affected by the above health insurance change to pick up additional hours and qualify for benefits by allowing new four Cafeteria and new four Bus Drivers to work in other bargaining unit positions to enable them to obtain extra hours to qualify for insurance. The filling of the flex schedule/job sharing position shall not cause a reduction in the current staff. The employees on flexible work schedules shall be paid at the negotiated wage rate for the position that they are working for the hours they are performing such duties.

Four hour Cafeteria workers may work, as custodians in their location, as well as four-hour drivers shall be able to work as custodians or utility person, or mechanic helpers in their location.

The Union and Board will meet as soon as someone is affected by the change in health coverage and whenever a flexible position is needed.

4. All employees shall be placed in a direct access medical insurance plan provided by Horizon Blue Cross/Blue Shield of New Jersey. Participating employees shall make a payroll contribution of \$10.00 per month toward the premium for this plan.

5. The Board will pay the full cost of any increases in premiums for the above described medical insurance.

6. All employees shall be placed in the Teamsters Local 97 Prescription/Vision Plan at no cost to the employee.

7. **Dental**

1. The current Dental plans shall continue to be offered with no charges. The plans are Delta Dental Premier I, Delta Dental Premier II, Delta Dental Preferred Provider Organization.

2. Employees have the option to choose any of the three Dental Plans and, if applicable, shall pay the difference, if any, from what the Board is required to pay as a premium.

The Employer (**Jackson Township Board of Education**) agrees to and shall contribute to the Teamsters Local 97 Benefits Fund (the "Fund") the following amount on behalf of each non-probationary employee covered by this Agreement as described below to provide the Prescription and Vision benefits for eligible employees and their eligible dependents under the Teamsters Local 97 Benefits Fund:

Effective Date 2-12002

1 st year of contract	<u>\$ 60.00 per month per employee</u>
2 nd year of contract	<u>\$ 84.00 per month per employee</u>
3 rd year of contract	<u>\$ 96.00 per month per employee</u>

The monthly contribution shall be paid for each non-probationary covered employee who is on the Employer's payroll the first day of the month following completion of probationary period. An employee shall be considered to be on the Employer's payroll if the employee is entitled to payment from the Employer for the performance of duties or for the non-performance of the duties such as vacation, holiday, illness or other leave provided under this Agreement. (An employee shall also be considered to be on the payroll if the employee is on disability or worker's compensation, provided that contributions in such event shall not be due for more than **three months FMLA**. The benefits and eligibility for benefits shall be determined by and in accordance with such rules and regulations as may be adopted by the Trustees of the Fund.

Contributions must be received by the Fund Office no later than the 15th of the month for which they

are being paid. The Company shall submit such forms and reports with each contribution payment as the Trustees may require. In the event payment is not received by the due date, the Employer will be liable for accrued interest on the unpaid contributions at the rate of ten per cent (10) per annum from the date payment was due until the date payment is made.

The Employer agrees to be bound by all of the provisions of the Trust Agreement governing the Fund, including, but not limited to, provisions concerning interest and penalties for delinquent contributions. The Employer further agrees that the Trustees may amend the Trust Agreement at any time, in their sole discretion and without the consent of the Employer, and that such amendments are binding on the Employer. The Employer here ratifies all of the acts of the Trustees.

The Employer agrees that a duly authorized representative of the Fund shall have the right at any time to inspect the records of the Company to determine the accuracy of the Employer's contributions to the Fund. In the event a discrepancy is found as a result of such an audit, the Employer agrees to pay the cost of the audit.

“The Union guarantees that the rates will stay the same as described in this Agreement.”

ARTICLE XXVI

TERMINATION AND EXTENSION OF AGREEMENT

- A. The term of this Agreement shall be from July 1, 2001 through June 30, 2004.
- B. In the absence of written notice, no more than ninety (90) days, nor less than eighty (80) days prior to the expiration date by either party, this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter, until such time as the appropriate notice is given prior to the annual expiration date.

ARTICLE XXVII

WAGES

- A. Employees classified as Appendix A and Appendix B employees in the predecessor agreement shall receive a wage increase of 2.5% over their 2000/2001 pay rates in the first year of the new agreement; an additional 2.0% over the first year pay rates in the second year; and an additional 2.0% over the second year pay rates in the third year, with all increases to be inclusive of all increments.

- B. Employees, other than bus and van drivers, who were classified as Appendix C employees in the predecessor agreement, shall receive a wage increase over and above their 2000/2001 pay rates of 6.5% in the first year of the new agreement; an additional 5.0% over the first year pay rates in the second year; and an additional 5.0% over the second year pay rates in the third year, with all increases to be inclusive of all increments.
- C. Bargaining unit members holding the position of bus or van driver and classified as Appendix C employees in the predecessor agreement, shall receive wage increases over and above their 2000/2001 pay rates of 9.0% in the first year of the new agreement; an additional 8.0% over the first year pay rates in the second year, and an additional 8.0% over second year pay rates in the third year, with all increase to be inclusive of all increments.

COMPLETENESS OF AGREEMENT

This Agreement represents and incorporates the complete and final understanding by the parties on all bargain able issues, which were or could have been the subject of negotiation. During the term of this Agreement, neither party will 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 or either or both of the parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties have, by their duly authorized representative set their hands and seal this day of 2001.

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL 97

JACKSON BOARD OF EDUCATION

John J. Gerow, President

Patrick Guaschino,
Director of Public Employees Sector

INDEX

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
I	UNION RECOGNITION	1
II	COLLECTIVE BARGAINING PROCEDURE	1
III	DUES DEDUCTIONS	2
IV	UNION VISITATION	3
V	BOARD RIGHTS	3
VI	NO STRIKE/NO LOCK-OUT	3
VII	PRINTING OF AGREEMENT	4
VIII	UNION STEWARDS	4
IX	GRIEVANCE PROCEDURE	4
X	TERMINATION OF EMPLOYMENT	6
XI	PROBATIONARY PERIOD	7
XII	LEAVES/HOLIDAYS	7
XIII	CUSTODIAL, MAINTENANCE & GROUNDS	10
XIV	MECHANICS & UTILITY WORKERS	12
XV	TRANSPORTATION	12
XVI	SECURITY & SCHOOL LAW ENFORCEMENT PERSONNEL (LEO)	16
XVII	FOOD SERVICE	18
XVIII	LONGEVITY	18
XIX	WORK PROCEDURES	19
XX	POSTING PROCEDURES	21
XXI	UNIFORMS/TOOLS	23
XXII	SEVERANCE PAY	26
XXIII	WORK RULES	27
XXIV	DISCIPLINARY PROCEDURE	27
XXV	HEALTH INSURANCE	28
XXVI	TERMINATION & EXTENSION OF AGREEMENT	30
XXVII	WAGES	30

AGREEMENT

Between

JACKSON BOARD OF EDUCATION

And

**TEAMSTERS LOCAL 97 OF NEW JERSEY
AFL-CIO**

Effective: July 1, 2001
Expires: June 30, 2004

