

JANUARY 25, 2008

## PREAMBLE

This Agreement was entered into by the Board of Education of Jackson Township, New Jersey, (hereinafter referred to as the BOARD) and Teamsters Local 97 of New Jersey affiliated with the International Brotherhood of Teamsters, (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 hereafter referred to as PERC for the purpose of collective negotiations with respect to terms and conditions of employment for the following unit.

All Full Time and Part Time Employees, excluding all substitutes, of the Jackson Township BOARD of Education employed in; substitutes will no longer be covered by any part of this collective bargaining group nor are they entitled to or guaranteed any of its provisions.

1. Transportation, excluding the Director of Transportation and clerical personnel that are or may be assigned to Transportation.
2. Maintenance, Grounds and Custodial, excluding the Supervisors and Foremen of Buildings and Grounds and any clerical personnel that are or may be assigned to Maintenance, Grounds and Custodial.
3. Food Service, excluding the Food Service 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 of Schools, Director of Human Resources, 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<sup>st</sup> of the calendar year preceding the calendar year in which this Agreement expires, in Accordance with the rules of the PERC, 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 may be 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 took place.
- B. Any Employee in the bargaining unit on the effective date of this Agreement who does not join the UNION within thirty (30) days of such date and any new Employee who does not join within thirty (30) days of initial employment within the unit and any Employee previously employed within the unit who does not join within ten (10) days of reentry into 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 not taken by the Employer in connection 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 such admission causes no interference with normal school operations or Employees' duties.

ARTICLE V  
BOARD RIGHTS

- A. Subject to the terms and conditions contained in this Agreement, the BOARD reserves all rights and functions vested in it by all applicable laws and regulations as are normally and customarily exercised by Boards of Education in its 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 and will not unlawfully delegate its authority with reference to any decision affecting the school system. 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.

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- 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 BOARD will each pay 50% of the cost for printing of contract booklets. The Union must send a copy of the final contract to the Board for approval BEFORE printing. The UNION and the BOARD must initial each page of the final draft of the contract prior to the printing thereof.

ARTICLE VIII  
UNION STEWARDS

- A. The BOARD recognizes the right of the UNION to designate stewards and their alternates hereinafter referred to as Union Steward 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 to said list.
- 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 this Collective Agreement.
  - 2. The transmission of such messages and information which shall originate with and be authorized by the Local Union.
- C. Union Leave
  - 1. Union Stewards shall be granted release time, from employment without loss of pay when joint meetings of representatives of the BOARD and the UNION are scheduled during working hours for the processing of grievances or collective negotiations. Meetings of Union Stewards to prepare for negotiations and/or prepare for the presentation of grievances shall be held outside of working hours or shall be without pay if held during working hours.
  - 2. The BOARD shall not be required to grant more than ten (10) days of Union leave per school year pursuant to this Section.
  - 3. When a Union Stewards, elected or the stewards appointed, requests a leave for Union business such leave shall be subject to Board approval. Fringe benefits will continue provided such leave does not exceed five (5) consecutive workdays.

4. 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 IX  
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any difficulties 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 B1 below, shall contain a proposed solution or remedy, which the grievant seeks in order to resolve the grievance. The Employer shall provide a response to the solution or remedy proposed in the grievances.

B. Definition

The terms "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 Employee, the UNION or the BOARD.

C. Steps of the Grievance Procedure

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. An earnest effort shall be made to settle the differences between the aggrieved Employee, the Union Steward and the Department Head. Failure of all Employee 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 was discussed. A written reply shall be given by the immediate Department Head/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 pursuant to Step One, the grievance shall be reduced to writing by the aggrieved Employee and one (1) copy shall be furnished to the Director of Human Resources, and one (1) copy to the Union Representative within five (5) working days following the determination by the Department Head.
2. The Director of Human Resources shall meet with the Union Steward within five (5) working days after the receipt of the grievance to discuss the matter. The Director of Human Resources

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 Director of Human Resources' 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 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 PERC.
2. The Arbitrator selected shall be bound in making his/her decision to resolve the matter 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 Arbitrator shall set forth his/her findings, facts and reasons for making his/her decision within thirty (30) calendar days after the conclusion of the arbitration hearing. The decision of the Arbitrator shall be final and binding on the parties.
4. The costs of services and expenses of the Arbitrator only shall be borne equally between the UNION and the BOARD. The party incurring shall pay same any other expense, 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 of said Employee will be put into effect without a formal hearing by the Superintendent and or his/her representative meeting with the 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 pursuant to the provisions of Step Three of the grievance procedure.
- C. Any Employee who has his contract non-renewed at the end of it's annual term will have the recourse up to Step 3 of the Grievance procedure, however all non-renewals are not subject to arbitration and cannot be, and will not be, moved to any level of arbitration.

ARTICLE XI  
PROBATIONARY PERIOD

- A. New Employees shall be on probation for their first one hundred and twenty (120) workdays.
- B. Newly hired Employees may be terminated during their probationary period without recourse to the grievance procedure or any provision herein.

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

Employees hired to work a ten (10) month position are not eligible for vacation and are not eligible for time off during the school calendar year (September 1 – June 30). Such employees follow the teachers/students 10-month work year. Unless noted on the bid package, this means that private and non-public school drivers and aides are to work the school calendar of the school they are serving in case the holiday and calendar are different.

- 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. Within the first year of employment, personnel employed mid-year are not entitled to two (2) weeks' vacation. They earn .8 days per month. Example:  $7 \frac{1}{2}$  months  $\times$  .8 = 6 days. This calculation does not apply to the following years of employment.
- 3. Custodians, Mechanics, Shop Personnel, Grounds 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 subject to the approval of the immediate Supervisor.
- 5. Employees have the privilege to sell back each year, up to a maximum of ten (10) days vacation time only during the months of January and June.
- 6. Eligibility for vacations shall be computed as of the first day of the month in which the Employee was hired (anniversary date).
- 7. Any vacation time not used within two (2) years of the year in which it was earned shall be forfeited.

B. Personal Days

- 1. Employees may use up to three (3) personal days per school year (July 1 to June 30 or September 1 to June 30), subject to the approval of the BOARD. Applications for personal leave shall be submitted in writing at least seventy-two (72) hours in advance shall specify the reason.

2. Transportation personal days will be assigned based on date received and seniority. Seniority is based on consecutive years of service with the district.

Approval/denial of personal 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. All Employees may take half (1/2) or whole day personal days.
5. Ten (10) month Employees hired for summer work shall be permitted to use contractual leave benefits earned for that current school year in which they are working, starting July 1 which were earned during the regular school year during July and August.
6. Personal days may not be taken consecutively without prior approval of the BOARD.
7. Personal days and banked personal day may only be used for family members serious illness or injury. Documentation may be required.

C. Sick Leave

1. Employees subject to this agreement 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 give notice of the absence to a Supervisor prior to the start of the Employee's work shift or the Employee will not be paid for the day. Employees will be notified at the beginning of each school year as to the Supervisor they are required to call.
3. Employees shall be notified on or before October 1<sup>st</sup> of each year of all unused sick days they have to their credit.
4. A physician's certificate documenting illness may be required for three or more consecutive days, will be required for a sick day taken immediately before or after a holiday.

D. Job Injury

1. If any Employee is injured while at work and is unable to continue at work because the injury Employee shall be paid for the full day (limited to one (1) day per occurrence without any deductions from sick days).
2. Employees must follow the proper and entire procedure with reference to Workman's compensation as listed below.

INJURIES ON THE JOB

- Report injury immediately to your Supervisor
- Fill out an Accident Report Form (Supervisor's or Nurses Office)
- DO NOT go to your own private physician or chiropractor
- Call FIRST MANAGED CARE OPTION at 1-800-831-9531  
(Injuries on the job should be reported to First Managed Care Option whether or not medical treatment is needed)

First MCO will provide Employee with name of physician

Failure to follow this procedure in its entirety will void any workman's compensation claim if the exact timelines are not followed.

E. Holidays

Twelve-month Employees shall receive fourteen (14) paid holidays per year which include the following defined days:

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

These undefined holidays shall be established at the time that the school calendar is published but not later than the preceding May 30<sup>th</sup>. 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, in which event he/she shall receive the holiday pay. Ten-month Employees who work any holidays from the above list shall receive time and one-half (1 ½) for each hour worked that day.

F. Bereavement

Employees shall be granted up to five (5) days per occurrence in the event of death of an Employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren and other members of the family unit living in the same household. Employees shall be granted up to two (2) days per occurrence in the event of death of an Employee's relative outside the Employee's immediate family as defined above.

Employee shall provide a signed statement defining their relationship to the decedent.

ARTICLE XIII  
CUSTODIAL, MAINTENANCE & GROUNDS

- A. Custodians, Maintenance and Grounds persons are to work eight (8) hours per day, five (5) days per week , with two (2) consecutive days off with a one-half (1/2) hour lunch period within the eight (8) hours and shall also be on call during the lunch period, because of the nature of the work.
- B. 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. The BOARD shall reimburse any Employee called in for work during a declared "State of Emergency" who receives a citation or traffic violation for being on the roads during a "State of Emergency" only. No other citations will be applicable to this clause.
- C. Any Employee, who is out sick, on vacation or personal day, will be skipped over for call in.

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D. Stipends

1. All custodians and maintenance personnel required by the Board to possess a Black Seal License shall receive a stipend of three hundred dollars (\$300.00) per school year. Only custodial and maintenance staff shall be eligible for the Black Seal stipend. This stipend will be added to their base pay.
2. All current eligible Employees will receive the current three hundred dollar (\$ 300.00) stipend. However, anyone hired after July 1, 2007 that is required to obtain a Black Seal License or recertification, the cost to obtain or certify will be covered by the BOARD. There will be no stipend paid for any Employee hired after date of ratification.
3. Any Employee required by the Board to obtain a Pesticide License shall receive an additional three hundred (\$300.00) dollar stipend. However, those Employees must perform services utilizing their certification while employed by the Board. The stipend will only be paid as long as the certification is current and active. The Board will pay for any re-certification cost. There will be no stipends given to Employees hired after date of ratification. This stipend will be added to their base pay.
4. 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 the following criteria shall receive a stipend of \$ 4,000.00 added to the employee's base salary.
  - a. Currently possesses or has possessed a license in a given trade, plus five years work experience in the trade – OR –
  - b. The ability to demonstrate, by way of documentation, ten (10) years consecutive work experience in a specific trade recognized by the Board. Accepted documentation shall include, but not be limited to the following:
    - i. Currently held license
    - ii. Retired license in good standing
    - iii. Business tax returns
    - iv. Certificates of completed courses of study in a given trade
    - v. Proof of business
    - vi. Documentation from a recognized trade union
    - vii. Any other documentation deemed appropriate by the BOARD to support experience requirements
  - c. District Mentoring Program – outline to be supplied to the UNION.
5. The annual stipend for Lead Grounds, Maintenance, and Facilities positions will be eliminated effective within ninety (90) days of ratification of this contract. They will be replaced by "District Foremen" that will be members of Teamster Local 97A Foremen".
6. All plumber, carpenter, electrician, HVAC, lead maintenance and grounds personnel stipends shall be added to the Employee's base salary.
7. Effective July 1<sup>st</sup>, 2005, all full time Employees, whose regular work shift begins at 3:00 p.m. or later, shall receive an annual shift differential of \$600.00 which shall be added to their base pay or who are shift workers including Saturday and Sunday.

F. Overtime

1. 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.
2. All maintenance overtime pertaining to a school repair will be offered to Maintenance Employees currently working within that school location on a seniority rotation basis. If these Employees decline overtime offered, said overtime will revert back to BOARD seniority list. Acceptance or refusal of overtime will not change their standing in BOARD rotation.
3. In cases where overtime assignments require a specific skill, the overtime may be assigned to Employees possessing the necessary skills.
4. Overtime rate will only be paid once an employee has met the forty (40) hour per week work requirement.
5. Personal, sick and vacation days will be used when calculating overtime.

G. Custodians

1. The Union contractually recognizes that there will be a required BOARD run training period, to be completed before hiring as 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. Training will be performed by a Supervisor or Foreman.
2. Custodians assigned additional work hours, for the benefit of outside users of school facilities, shall be compensated at a time and a half rate (1 ½) for additional work.
3. 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.
4. Any changes in start or end time will require a five (5) day notice, from the BOARD, unless mutually agreed upon.

ARTICLE XIV  
MECHANICS & UTILITY WORKERS

- A. Mechanics and Utility Personnel shall have a choice of work shifts in the bus garage based upon seniority within their job classification. Overtime shall be assigned on a rotating seniority basis to shop Personnel.
- B. Mechanics, Mechanic Helpers and Utility Personnel are to work eight (8) hours per day, five days per week with two (2) consecutive days off, with a one-half (1/2) hour lunch period within the eight (8) hours and shall be on call during the lunch period due to the nature of the work.
- C. Mechanics and Utility Personnel will have the option to work four (4) consecutive ten (10) hour shifts or for five (5) eight hour shifts, if necessary by seniority, during the summer months: June 30 to August 31, subject to the BOARD's right to assign work to ensure Monday through Friday coverage.
- D. Head Mechanics shall receive \$2,000.00 stipend per year in addition to their salary as a mechanic. Mechanics shall be paid an additional thirty-five (\$.35) cents per hour for each ASE certificate received annually. Head Mechanic stipend position will be reposted in May and filled by July.

- E. The UNION agrees that all work must be covered. In the event that there is coverage needed to operate the department and there is no one available after going through the seniority list, the work will be assigned to the bottom employee within that classification. The bottom employee will only be assigned after the other employees within the classification have been offered the overtime for coverage or attempt to contact other Employees for overtime has met with negative results.

ARTICLE XV  
TRANSPORTATION

A. Work Procedures

1. 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 sixteen (16) hours in any 24-hour period. Drivers must be off duty for at least six (6) hours without pay between shifts.
3. All Drivers and Aides are required to report to work at least twenty (20) minutes prior to the first pick-up on the first run of the day. All Drivers and Aides are to check their mail boxes before their first run in the morning and first run in the afternoon. Drivers shall perform a pre-trip inspection as required by NJ State Law and ask for a radio check for their first run prior to leaving the yard.
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. All physicals will be provided by a Board physician.- No driver shall be docked; appointment should be made during off time.
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 weekly. The BOARD agrees to pay according to the payroll schedule for all extra pay-
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 reimbursed at the end of each period.)
10. Transportation Employees will be required to attend paid training sessions when scheduled. Failure to do so may result in disciplinary action.
11. Any Driver that has exhausted their sick and personal time for being absent cannot do extra runs or field trips within the two week pay period following the time in which they are docked.

12. Drivers who miss a run due to lateness will not be paid for either the run or any layover time immediately following the run.
13. All school buses (Type I and II vehicles) owned or operated by the Board 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 available, qualified Teamsters bargaining unit Employees may drive.
14. Effective July 1, 2004, any Employee who is properly certified as a trainer and is assigned to perform the duties of a trainer shall be paid at three dollars (\$3.00) above his/her hourly rate for all hours worked as a trainer. The three dollars (\$ 3.00) per hour will be added to the hourly rate only as straight time. If as overtime the overtime rate will be the compensation. Training shall be awarded in seniority rotation order.

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 Transportation Steward or their union designee 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 reassign 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 the second week of August. Pick sheets will indicate the estimated mileage of all runs.
2. Transportation Stewards will be paid for attending August run picks only.
3. The schedule of Runs offered for "Pick" to the drivers shall include the maximum number of long or premium runs of five (5) or more hours. Every effort shall be made to minimize the number of short (five hours or less) runs offered for pick.
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 indicate both selection of that run and receipt of a copy thereof. Additions to a driver's 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 other Employees, except as may be required to instruct Employees.
8. All rate descriptions must abide by the Transportation handbook guidelines. Contracts will be increased one (1) day to 181 days. The addition will include one-half (1/2) day dry run and one-half (1/2) day route descriptions. Any additional students will be added or deleted within forty-eight (48) hours. Drivers will maintain route directions as changes occur.

9. Drivers and aides, 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 (1/2) 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. If a driver or aide is receiving travel to or from a school on their current contracted route assignments and the driver or aide bids into a new or additional run assignment that would provide layover time during the same time period in which they currently receive travel time, the existing travel time will become incorporated into the new layover time. There shall be no layover time exceeding thirty (30) minutes or sixty (60) minutes due to travel time.
10. Drivers who bid on Aide work for the summer months will be paid maximum contracted aide pay.

C. Field Trips

1. Field trips shall be rotated from the seniority list of those drivers who wish extra work. Drivers, who wish extra work, must sign the 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 and unable to take the field trip 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 or fail to appear for four (4) extra trips within one year will be removed from the trip selection roster.
6. Drivers taking field trips shall be compensated at their regular rate of pay for working such trips.
7. Any weekday trips that are not assigned or that are open will be assigned the day of the trip. Should the coverage require overtime, the trip will be assigned in seniority order.
8. Drivers selecting field trips during the time of their scheduled run are required to make a minimum of fifty (50) additional minutes after the deduction of their temporary or contracted run. This trip may be taken for overtime only after all straight time drivers or substitutes have been exhausted with the exception of shuttles.
9. Employees who work field trips will begin their pay time at the end of their contracted route time. No driver will be paid two (2) times for the same period of time.

If the students board at your destination prior to the end of your contracted time. Trip time will begin at the time the students board bus. Trip time will begin at the time the students board the bus and the bus departs for the trip.

10. "Leftover" trips including backups shall be picked after all straight time Employees fulfill their regular hours. Remaining weekend trips shall be picked by seniority for overtime during the trip pick process with the exception of open weekday trip".

ARTICLE XVI  
SECURITY & SCHOOL LAW ENFORCEMENT PERSONNEL (LEO)

- A. Full-time security and LEO Personnel are to work eight (8) consecutive hours per day, which shall include a one-half (1/2) hour paid lunch period during which the Employee shall be on call because of the nature of the work.
- B. 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.
- C. Overtime
1. Overtime will be assigned on a rotating seniority basis. Classifications shall be limited to School Law Enforcement Officers and Security Personnel.
  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 Board 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 the Board'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.
  6. School LEO 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. There will be a separate overtime equalization chart for Sunday overtime for the Security Personnel.
  8. Ten (10) month Security Personnel who work during the summer will be paid their hourly rate.
  9. Effective July 1, 2007 Security Personnel who are assigned as a trainer shall be paid three dollars (\$ 3.00) added to his hourly rate for all hours worked as a trainer. The three dollars (\$ 3.00) per hour will be added to the hourly rate only as straight time. If as overtime the overtime rate will be the compensation. Training shall be awarded in seniority rotation order.
- E. Security and LEO Personnel assigned to work outdoors will be issued inclement weather clothing.
- F. School Activities Assignments

A paid security person shall be provided at the following listed school activities (unless determined not to be needed by the Superintendent):

1. Scheduled Activities at Night/Day (JMHS/JLHS/GOETZ/MCAULIFFE)
    - a) Dances; b) Concerts; c) Plays; d) Sporting Events; e) Proms; f) Farewell Dinner;
    - g) Home Football Games;
  2. Graduation
  3. Additional paid security personnel 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 but not limited to parent meetings, non-home games, etc.
- G. In the event of an evening residency check/home visitation on the part of a security officer, two officers will be assigned to conduct the check.

ARTICLE XVII  
FOOD SERVICE

- A. Food Service Personnel are to work four (4) to eight (8) hours per day; five (5) days per week, with two (2) consecutive days off. Overtime will be paid after forty (40) hours.
- B. Food Service personnel who work seven (7) 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. Four (4) hour employees are not entitled to a break. Employees who work five (5) hours shall have one (1) fifteen (15) minute break. Six (6) to eight (8) hour employees shall have two (2) fifteen (15) minute breaks. These breaks will be at the Supervisors discretion, when possible and employees are on call during these breaks.
- C. Five embroidered shirts will be provided by the district. These will be a choice of a checked smock, a checked/white shirt or golf shirt or any combination to a total allotment of five (5). Two (2) aprons will be provided for each employee. If necessary, in cold weather, a black or white undershirt/turtleneck can be worn – employee provided. They will receive a clothing stipend of \$ 150.00 to purchase appropriate black pants, and appropriate black foot ware. All Employees must wear black pants and black or white foot ware. Any clothing purchased must meet the district dress code, attached hereto. Reimbursement for the clothing allowance will be provided with a receipt of purchase relevant to the job description.
- Employees at all times will wear district identification badges and name tags which are supplied by the District.
- D. Overtime/Extra Work for catering events, which are an extension of the regular work day, shall be offered first to Employees who are regularly assigned to the school holding the event. The most senior Employees interested in working will be assigned to the event. The catering list (sent out annually in September although Food Service Personnel can sign up all year) will be referenced if no one is interested in working the event being held in his or her kitchen. The work shall be offered to those on the catering list in order of seniority. Catering events that are set up during the regular workday will be the responsibility of the kitchen lead and staff.
- E. Effective July 1<sup>st</sup>, 2005, the differential for Lead Food Service Workers shall be two dollars (\$2.00) per hour.

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- F. Employees participating in catering and other activities before or after regular school hours shall be paid fifteen (\$15.00) dollars per hour nights or weekends up to one your cleanup.

ARTICLE XVIII  
LONGEVITY

All Employees who have completed ten (10) consecutive contracted years of service in this collective bargaining group shall receive a non-cumulative five hundred dollar (\$500) longevity stipend. Approved leaves of absence shall not count as a break in service when determining the ten (10) consecutive years.

Approved leaves of absences are those that meet State and Federal Family Medical Leave Act.

The ten (10) consecutive years must be completed prior to July 1<sup>st</sup> 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 30<sup>th</sup> following eligibility. Employees, who terminate employment prior to November 15, will not be eligible for the November 30<sup>th</sup> longevity payment. Eligible Employees on paid leaves of absence or workers compensation will also receive their longevity stipend by November 30<sup>th</sup>.

Longevity may be added to an Employees base pay or as stipulated above. This choice will only be offered once as per this collective bargaining agreement due to the BOARDS agreement to add longevity to an Employees base pay. Anyone hired after date of ratification will no longer be eligible for longevity.

ARTICLE XIX  
WORK PROCEDURES

A. Overtime

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 vacation, personal, 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 period after the overtime is submitted.

B. Any regular Employee who works 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.

C. Summer work, when available, will be offered to qualified ten (10) month Employees if their classifications are equal. Summer work will be assigned in seniority rotation order.

D. Layoffs

1. In the event of a reduction in force, Employees who are laid off will be placed on a preferred substitute list in the job title and job classification held at the time of the layoff. These Employees will be given work assignments throughout the District within their job title and job classification 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 only in the event that they work sufficient hours to qualify for health insurance. Placement on the preferred substitute list shall be in the order of seniority by job title and job classification held at the time of lay off.

2. Employees on layoff status will be offered regular employment on a last-out first-in basis prior to the hiring of any new Employees in the same job title and job classification. Employees will be notified by registered mail, return receipt requested, at their last 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.

F. 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 for their first appearance only, 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. If all of the charges are dismissed however the Employee will be reimbursed for the loss of time/salary first appearance only.
2. 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.
3. 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.
4. 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 spent in court.
5. If a Bus or Van Driver is a complainant on behalf of the BOARD, then receives a summons as a counter-complaint, the case shall be evaluated by the BOARD to determine if legal reimbursement is appropriate.

ARTICLE XX  
POSTING PROCEDURES

- i. 1. All vacant and newly created positions which the BOARD intends to fill shall be posted within three (3) days (excluding Saturday, Sunday or holidays) that a position becomes available and shall remain posted for seven (7) days, (exclusions as above). 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. Nothing in this article shall preclude the BOARD from advertising an open position outside the school district if, in its sole discretion, it chooses to do so.
2. All regular permanent Employees shall have the right to bid on posted positions.
3. When any position becomes available, preference in filling such vacancy will be given to

senior regular permanent Employees who bid for the open position and are qualified for such position consistent with controlling decisional law.

4. All appointments shall be subject to a trial period of ninety (90) work days except in those cases in which a regular permanent Employee is assigned to a new position in his current job classification. If the Employee successfully completes the trial period, the BOARD shall retain the Employee in the new position on a permanent basis with full seniority, benefits and increment rights. 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 rights.
  5. If regular Employees respond to posting, said position will be filled in accordance with Section A3 above.
  6. In the event no qualified Employees have responded to the posting, the BOARD at its discretion shall fill the vacancy.
  7. New Employees transferring to regular employment shall not be eligible to bid on any other posted position for the first one hundred twenty (120) days of regular employment or during their probationary period. Excluding transportation for route selection.
  8. 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.
- B.
1. When the open position occurs in a transportation driver position, all Employees within that department who submit a bid for that position shall have the right to be present when the senior qualified Employees bid 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.
  2. 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 temporary 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. (Any bus driver/van aide lateral moves will be considered on a case-by-case basis at BOARD's discretion).
  3. 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 A 1. of this Article.

## ARTICLE XXI UNIFORMS/TOOLS

### A. Uniforms

1. 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.
2. After the initial issuance of uniforms, uniforms shall be provided on a replacement basis. Replacements shall be provided two (2) times per year, July and January. No one shall be

provided with more than ten (10) articles of clothing during any replacement period.

3. Mechanics uniforms shall be issued and maintained by outside laundry service.
4. LEO's/Security – two (2) skirts or pants and three (3) shirts.
5. Custodial, maintenance, grounds and LEO/Security Employees may substitute one (1) pants and one (1) shirt for a jacket.
6. Mechanics and Utility Employees will receive coveralls.
7. Custodians may opt to waive monies from one (1) clothing allowance and substitute a boot/shoe purchase not to be greater than the clothing allowance they substituted.
8. LEOs/Security may purchase one (1) pair of shoes per calendar school year not-to-exceed seventy-five (\$75.00) with receipt.

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:
  - a. Personnel must sign for and be responsible for the articles issued to them.
  - b. Personnel must reimburse the BOARD for lost articles and/or for articles damaged through negligence or misuse.
  - c. To obtain replacement, the damaged or worn out set must be turned in. If all or any part thereof is not turned in, the Employee is to pay for replacement with BOARD retaining ownership of same.
  - d. Upon termination of employment, Employees are to return all articles issued and signed for. The Employee to be financially liable for set or any part thereof not returned.
  - e. Custodian, Groundsmen, Maintenance men, and Mechanics shall be eligible to substitute part of their regular work clothes allowance for a winter jacket.
  - f. The BOARD will provide two (2) sets of coveralls, gloves, and boots for garbage truck drivers.

C. Tools

1. Maintenance Employees and mechanics and mechanic helpers who are required to use hand tools will receive a \$125.00 per year tool purchase allowance for the required tools. 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	Allen keys 1/4" to 3/8"
Standard to 1 1/4" shallow and deep 3/8" to 15/16"	and hacksaw
Impact 6-point 3/8" to 1 1/4"	Plus roll-around tool cabinet
3/8" and 1/2" air gun	Flat chisels 1/4" to 1"

¼” to 1 ¼” combination wrenches	Engineer hammer – 40 ounce
¼” to 1 ¼” open-end wrenches	Ball peen hammers – 8 and 16 ounce
Screw drivers #1, #2, #3, Phillips head	Starter punches ¼” to 5/8”
Screw drivers ¼” to 5/8” flat blade	Plus roll-around tool cabinet
Pliers, wire cutters, vise grip and slip joint style	

Maintenance Employees

Pliers	Hammer	Nut driver set	Voltage meter
Cutting pliers	Hacksaw	Adjustable wrenches	8” pipe wrench
Screwdrivers	Allen wrench set	Sheetrock knife	Punch set
			Tape measure (min. 15’ long)

2. 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. Mechanic/Mechanic Helper, Maintenance and Grounds.
- D. 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 will allow the approve individuals identified by this collective bargaining agreement two hundred dollars (\$200.00) per year shoe allowance for shoes that meet all OSHA requirements. It is the sole responsibility of the employee to ensure the purchased foot ware meets OSHA regulations. Receipts must be submitted for shoes in order for reimbursement to be made. Reimbursement will only be made for steel tipped shoes that meet OSHA safety shoe regulations.
- E. 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 and the Superintendent’s decision is final.

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.
- B. 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<sup>st</sup>, the payment under this section shall be made in the following July. If such notice is provided on or after February 1<sup>st</sup>, 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 herewith 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, (March 13<sup>th</sup>, 1999), 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 1998-2001 Agreement, (March 13<sup>th</sup>, 1999), 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.
- C. If an Employee passes away, his/her accrued vacation and sick time will be paid to their 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 with thirty (30) days notification to the UNION in writing.

### 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 against them and may appeal such action through the grievance procedure provided under this Agreement. There shall be three (3) separate penalties applied when it is necessary to inflict discipline on any of the Employees of the Board. They are as follows:
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 Employee concerned. They shall 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 this Agreement.
- B. 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 Director of Human Resources for Personnel, the Department Head and two representatives of the UNION.

### ARTICLE XXV HEALTH INSURANCE

- A. Conditions
1. The current required minimum of 25 hours work per week for eligibility for health insurance will be maintained. Any Employee however, who works at least 25 hours per week and whose workload is reduced below 25 hours per week by BOARD 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. Employees below the 25-hour level, or who refuse a 25 hour or more workload, will lose their eligibility for benefits, are not eligible for benefits until they take a permanent twenty-five (25) hour contract that becomes available.

2. Any Transportation employee who have under twenty-five (25) hours, will have the opportunity to average within the transportation department for benefits. They must average for three (3) months with a total of sixty (60) hours.
3. Only current Food Service employees are eligible to average for benefits in any department covered by this collective bargaining agreement as of ratification date.
4. If averaging April, May and June the newly contracted drivers will not be eligible for benefits until September.

B. Hospitalization

1. All employees shall be placed in a direct access medical or insurance company selected by the BOARD. Participating Employees shall make a payroll contribution as note B.4 below, per month toward the premium for this plan. Equal or better than current coverage.
2. Effective July 1<sup>st</sup>, 2005, co-insurance formula for out-of-network medical services shall be changed to 70%/30%.
3. Effective July 1<sup>st</sup>, 2005, the co-payment for a doctor's office visit shall be increased to \$20 per visit.
4. Effective July 1, 2007 all eligible Teamster Employees will increase their monthly contributions from ten (\$10.00) to fifteen (\$15.00) for 2007-2008; no increase above the fifteen (\$ 15.00) for 2008-2009; from fifteen (\$ 15.00) to twenty (\$20.00) for 2009-2010.
5. Payment to Employees who choose to opt out of insurance coverage provided by the BOARD shall be at thirty four percent (34%) of the 2003-2004 rates for the life of this Agreement for the plan they opted out of.

C. Dental

1. The current Dental plans shall continue to be offered with no changes. The plans are Delta Dental Premier I, Delta Dental Premier II, 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.

D. Teamster Local 97 Prescription/Vision Plan

1. All eligible employees shall be placed in the Teamsters Local 97 Prescription/Vision Plan at no cost to the Employee.
2. The BOARD 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:

1 <sup>st</sup> Year of Contract	\$165.00 per month per Employee
2 <sup>nd</sup> Year of Contract	\$184.00 per month per Employee

3<sup>rd</sup> Year of Contract                      \$205.00 per month per Employee

The monthly contribution shall be paid for each non-probationary covered Employee who is on the BOARD's payroll the first day of the month following completion of probationary period. An Employee shall be considered to be on the BOARD's payroll if the Employee is entitled to payment from the BOARD for the performance of duties or for the non-performance of the duties such as vacation, holiday, illness. An employee shall also be considered to be on the payroll if the Employee is on worker's compensation or 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.

Since the BOARD pays towards family coverage for the Teamster Prescription /Vision Plan, therefore, when a spouse of a covered Employee is employed or hired they are already covered under this plan and the BOARD will not pay an additional fee to the fund.

3. Contributions must be received by the BOARD Fund Office no later than the 15<sup>th</sup> 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 BOARD 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.
4. 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 ERISA Fund Trustees.
5. The BOARD agrees that a duly authorized representative of the Fund shall have the right at any time to inspect the records of the BOARD to determine the accuracy of the Employer's contributions to the Fund.
6. The UNION guarantees that the rates will remain the same as described in this Agreement.
7. The UNION will drop the vision portion of Blue Cross/Blue Shield coverage from the DISTRICT/BOARD.
8. Will follow FMLA and NJ FMLA guidelines.

ARTICLE XXVI  
TERMINATION AND EXTENSION OF AGREEMENT

- A. The term of this Agreement shall be from July 1<sup>st</sup>, 2007 through June 30<sup>th</sup>, 2010.
- 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

JANUARY 25, 2008

All Employees shall receive a wage increase of 3.75% over their 2006-2007 pay rates in the first year of the new agreement; an additional 3.75% over the first year pay rates in the second year; and an additional 3.5% over the second year pay rates in the third year, with all increases to be inclusive of all increments. (For full time twelve (12) month employees all work will be paid based on 2080 hours calculation for all regular scheduled contracted work days or any pro-rated portion thereof.)

Each party shall bear all expenses incurred by it in connection with this Agreement and in the consummation and preparation for the transactions contemplated in this Agreement.

Any notice, communication, request, reply, or advice ("notice") required or permitted to be given, made, or accepted by either party under this contract must be in writing and may be given or served by depositing it in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, or by delivering it in person to the party to be notified. Notice deposited in the mail shall be effective only if and when received by the party to be notified. For purposes of notice the addresses of the parties shall be as follows until changed by notice:

Headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

#### Counterpart Execution

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

#### Integrated Contract

This Agreement constitutes the entire agreement between the parties, and there are no agreements, understandings, restrictions, warranties, or representations between the parties other than those set forth or provided for in this Agreement.

#### Choice of Law

It is the intention of the parties that the laws of the State of New Jersey should govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties.

All understandings and agreements heretofore had between the Parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither Party relying upon any statement or representation made by the other not specifically embodied in this Agreement.

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which shall be deemed to be one and the same instrument.

Any failure by any Party to this Agreement to insist upon the strict performance by the other Party of any of the obligations set forth in this Agreement shall not be deemed to be a waiver of the prompt and full performance of any of such obligations and, thereafter such waiving Party may insist upon the prompt and strict performance by the other Party of any and all such obligations.

In all references herein to any Parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within Agreement may require.

JANUARY 25, 2008

COMPLETENESS OF AGREEMENT

This Agreement represents and incorporates the complete and final understanding by the parties on all bargainable 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 \_\_\_\_\_ 2007.

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS LOCAL 97

JACKSON BOARD OF EDUCATION

\_\_\_\_\_  
John J. Gerow, President

\_\_\_\_\_  
Board of Education President

\_\_\_\_\_  
Patrick Guaschino,  
Director of Public Employees Sector

\_\_\_\_\_  
Gregory Brennan,  
Business Administrator/Board Secretary