

# 2670

**A G R E E M E N T**

**B E T W E E N**

**J A C K S O N T O W N S H I P**

**B O A R D O F E D U C A T I O N**

**a n d**

**T R A N S P O R T W O R K E R S U N I O N**

**O F A M E R I C A, A F L - C I O**

**L O C A L 2 2 5 B R A N C H 4**

**July 1, 1995 to June 30, 1998**

## **PREAMBLE**

This Agreement was entered into by and between the Board of Education of Jackson Township, Jackson, New Jersey (hereinafter called the "Board") and the Transport Workers Union of America, and its Local No. 225, Branch 4, (hereinafter called the "Union").

## **ARTICLE I RECOGNITION**

In accordance with the provisions of the New Jersey Employer-Employee Relations Act, the Jackson Township Board of Education hereby recognizes the Transport Workers' Union, AFL-CIO, and its Local No. 225, Branch 4, as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for the following unit certified by the N. J. Public Employment Relations Commission.

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 as outlined in Certificate of Representation RO-82-109.
5. This recognition does not include the Superintendent of Schools, Assistant Superintendents, Business Administrator, Board Secretary, Directors, Principals, Assistant Principals, Supervisors, Assistant Transportation Coordinator, clerical, teachers, nurses, Custodial Supervisor, Maintenance Supervisor, Federal Program personnel and police.
6. References to male employees include female employees and vice versa.

## **ARTICLE II NEGOTIATIONS PROCEDURE**

A. 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 negotiations on a successor agreement in accordance with Chapter 123, Public Laws, 1974, as amended.

B. By January 1, the Union shall present its entire written proposals to the Board.

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

### **ARTICLE III GRIEVANCE PROCEDURE**

A. A grievance shall mean a complaint by a member of the bargaining unit that there has been to him a misinterpretation or misapplication of the terms of this Agreement.

B. **LEVEL ONE:** Within ten (10) workdays after the occurrence of the events or conditions on which the grievance is based, a grievance may be submitted, in writing, to the immediate supervisor by the grievant through a Union Committee Representative. Within five (5) workdays thereafter, a written reply shall be given by the immediate supervisor to the grievant and a copy of same given to the Union Committee.

C. **LEVEL TWO:** Within five (5) workdays from the receipt of the immediate supervisor's reply, the Union may submit the grievance in writing to the Superintendent of Schools. The Superintendent of Schools and/or his representative shall meet with the Union Section Chairman and the Union Recording Secretary within five (5) workdays after the receipt of the grievance to discuss the matter. The Superintendent of Schools shall submit his decision in writing to the Union within ten (10) workdays after the grievance meeting.

**LEVEL THREE:** If the grievance is still unresolved within five (5) work days after the receipt of the Superintendent's decision, the Union may submit the matter to the Superintendent or his designee for review by the Board. The Board, or a committee thereof, shall within fifteen (15) workdays review the grievance. The Board shall, if requested, hold a hearing within this fifteen (15) workday period with a Union Committee composed of one or more local Union officers, the Union Section Chairman and the Union Recording Secretary. The Board shall render a decision, in writing, within fifteen (15) workdays after the hearing. If a hearing is not requested, the Board shall render its decision, in writing, within fifteen (15) workdays of receipt of the grievance.

**LEVEL FOUR:** Within fifteen (15) calendar days after the receipt of the Board's reply, any grievance processed through Levels One, Two and Three and not satisfactorily resolved may be submitted, by either the Board or the Union, in writing, to the Public Employment Relations Commission.

1. The Arbitrator shall limit himself to the issue submitted to him as well as the definition of grievance contained herein and shall consider nothing else. He can add nothing to nor subtract anything from the Agreement between the parties. He can add nothing to nor subtract anything from any policy of the Board of Education. The Arbitrator's decision in connection with the grievance as defined herein shall be final and binding upon both parties for the duration of this Agreement.

2. The Arbitrator's action shall be accomplished within thirty (30) days of the completion of the Arbitrator's hearing. The Arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue submitted.

C. Both parties shall equally share the cost of the Arbitrator's fee and reasonable expenses. All other costs shall be borne by the party incurring such costs.

D. If, during any step of the grievance procedure it is agreed by both parties that an employee has been unjustly suspended or discharged, such employee shall be reinstated with full seniority rights and benefits and shall be compensated for his or her wage losses resulting from such suspension or discharge unless the parties agree otherwise.

E. Employees elected to positions on the Union Grievance Committee (Section Chairman and Recording Secretary) shall be given time off without loss of pay when required to attend grievance hearings during their regular working hours.

F. Failure to report within the prescribed time frame at each level will allow the Union to submit its grievance to the next higher level of this procedure for adjudication. Failure to forward a grievance to the next higher level within the specified time limits shall be a waiver of the grievance.

G. Working days as used herein means workdays for employees in the classification filing the grievance. Time extensions will be in writing.

#### **ARTICLE IV 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 representative meeting with the Section Union Representative and Recording Secretary. 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 this provision as outlined in Level Three of the Grievance Procedure.

C. New employees and substitute employees who transfer to permanent employee status shall be on probation for their first sixty (60) workdays.

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

#### **ARTICLE V UNION SECURITY**

A. The Board agrees that on the first payday of each and every month during the life of this Agreement, it will deduct the wages of every employee to whom this Agreement applies;

upon such employee's written authority, and will within five (5) days thereafter, transmit to the Union such amount as the Union shall, in writing, certify to be due it from each such employee.

B. The Union shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon payroll deduction authorization cards submitted by individuals or the Union to the Board.

**C. Representation Fee**

1. If an employee does not become a member of the Union during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year or applicable portion thereof. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

2. Prior to the beginning of each membership year, the Union will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. At the same time the Union will also notify the Board of the amount to be paid as a representation fee, which should not exceed 85% of the regular dues, fees and assessments.

3. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Board a list of those employees who have not become members of the Union for the then current membership year. The Board, will deduct from the salaries of such employees, in accordance with Section 4 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

4. a. Prior to the deduction of the representation fee in any membership year, the Union Local Representative will certify to the Board in writing that the Union has met the requirements of NJAC 19:17-3.1, et seq. Such certification shall provide that:

(1) The Union has provided each non-member with a statement of expenditures for the Union's most recently completed fiscal year.

(2) The Union has established a demand and return system in compliance with law.

(3) The Union has provided to each non-member a copy of the demand and return system, along with instructions for use.

(4) The Union has established and notified each non-member of a financial account to escrow portions of representation fees which are reasonably in dispute.

(5) The Union has notified each non-member of the amount of the representation fee and the schedule for its collection.

b. The Union shall also provide to the Board, prior to the deduction of representation fees, a copy of the demand and return system. The Board will provide the Union with names and addresses of all non-members in the bargaining unit.

5. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. 10 days after receipt of the aforesaid list by Employer, or
- b. 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

6. Except as otherwise provided in this Article, the mechanics for the deductions of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

7. The Union will notify the Board in writing of any changes in the list provided for in section 3 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Employer received said notice.

8. 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 conformance with this provision.

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

E. The Union Representatives shall have admission to the Board premises at any time 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 employee duties.

**F. COPE Deduction:**

The Board agrees to deduct and transmit to the Secretary/Treasurer of the Union the amount specified from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the TWU Committee on Political Education. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom deductions have been made and the amount deducted for each such employee.

**ARTICLE VI**  
**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 VII**  
**No Strike - No Lock Out**

A. There shall be no strike, picketing, slow down, job action or other concerted refusal to render full and complete service. Violation of this clause shall be considered grounds for dismissal and appropriate legal action by the Board.

B. There shall be no lockout by the Board.

**ARTICLE VIII**  
**Printing of Agreement**

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

**ARTICLE IX**  
**Leaves/Holidays**

**A. VACATIONS**

Providing the work load 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 -  $7\text{-}1/2 \text{ months} \times .8 = 6 \text{ days}$ .

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.

#### **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. The 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 (1/2) or whole day personal days.

#### **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. If an 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. Ten month employees who work Thanksgiving Day, Memorial Day, or Labor Day shall receive time and one-half (1 1/2) 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. 1. When a Union official, 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.

3. During Union leave under paragraph 1, full salary shall continue to be paid by the Board, but shall be reimbursed to the Board by the Union. If additional leave is granted under paragraph 2, the Union shall reimburse the Board for the cost of salary and benefits paid during the period of the additional leave.

## **H. UNION LEAVE**

Any employee, elected or appointed, shall be granted an unpaid leave to serve as an officer of the Transport Workers Union of American AFL-CIO. Such leave will coincide with the applicable term or duty of the office held. The district shall continue to pay the employee's wages and benefits and shall be reimbursed for wages and benefits by the Union. During such leave, the employee will continue to accrue seniority.

I. All twelve-month employees will report to work on snow days, except those on approved leave of absence, unless the Governor declares a state of emergency.

## **ARTICLE X Specific Conditions**

### **A. Custodial and Maintenance Personnel**

1. Custodians and Groundsmen are to work eight (8) hours per day with one half (1/2) hour lunch period within the eight (8) hours and shall be on call during 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 (1/2) 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 emergency situations will be guaranteed a minimum of two (2) hours work at the appropriate rate.

5. 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.

6. The annual head custodian stipend shall be as follows:

<b>School</b>	
Switlick	\$850.
Rosenauer	\$750.
Holman	\$650.
Johnson	\$650.
Goetz	\$950.
Middle	\$950.
High	\$975.

7. 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.

8. 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 rotation basis within the school location that the employee works.

### **B. Transportation Personnel**

1. Mechanics are to work eight (8) hours per day, five (5) days per week, with two (2) consecutive days off.

2. a. 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.

b. 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.

c. Each driver's starting time shall be twenty (20) minutes prior to the first student pick-up.

d. Drivers shall not be required to wash, gas or oil busses. Drivers are responsible for removing all trash and sweeping the interior of the busses one time each day.

e. 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.

f. 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's 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.

3. Mechanics and mechanics helpers/utility persons 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.

### **4. Selection of Runs**

a. All runs shall be picked in order of seniority and all selections shall remain firm for the entire school year (number of days, as prescribed by students' school calendar). Absent driver's pick to be made by the Section Chairman with assistance from the Vice-Chairman 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 seventy-two (72) hours prior to date for selecting runs. The date for selecting runs is to be during or near the last week in August. Pick sheet will indicate the estimated mileage of all runs.

b. 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 scheduled and/or extra trips shall be a minimum of fifty (50) minutes with the exception of the present shuttle run.

c. Each driver shall be given a copy of the complete setup of the run he or she selects on the same day each driver made his or 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 driver's contracted runs shall be sent to the Board for approval by the next Board meeting

d. 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.

5. Extra work assignments shall be assigned according to seniority if no overtime pay is involved. Postings for temporary extra bus runs will be performed daily by the senior available employee. Such runs shall not be split among employees trying to fill their time.

## **6. Field Trips**

a. Field 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 trip selection will begin at the top of the seniority list every week.

b. 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.

c. 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.

d. 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.

e. Field trip drivers who cancel out of four (4) extra trips within one year will be removed from the trip selection roster.

7. All school buses (Type I 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.

8. 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

(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.

9. Drivers who miss a run due to lateness will not be paid for either the run or any layover time immediately following the run.

10. Head Mechanics shall receive \$1,800 per full year in addition to their salary as mechanic. Shop personnel shall be paid twenty five (.25) cents per hour increase for each ASE certificate received.

11. Any driver who is properly certified as a trainer and is assigned to perform the duties of a driver trainer shall be paid at the maximum hourly rate for drivers, for all hours worked as a trainer.

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

13. When a substitute driver or aide is called to cover runs in the morning, they shall stay on that run the whole day provided that the regular driver or aide is still absent, there shall be no splitting of the tier runs.

### **C. 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 working 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 paid a uniform allowance as follows for the purchase of dresses, slacks, blouses or jacket type shirts:

1995-1996	\$125.00
1996-1997	\$140.00
1997-1998	\$150.00

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 work day 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 \$.50 per hour.

#### **D. Security and 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 (1/2) 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. The per diem rate shall be determined by dividing the annual rate for twelve month personnel by 2080 hours and multiplying the result by eight (8) hours.

3. Substitute (part-time/supplemental) employees working more than five (5) hours per day will have a one-half (1/2) hour unpaid lunch included in their work schedule. The minimum work day shall be four (4) consecutive hours.

4. Overtime will be assigned on a rotating seniority basis by classification. 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.

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/GOETZ) 1) Dances; 2) Concerts; 3) Plays; 4) Sporting Events.
- b. Scheduled Activities - Night/Day (JMHS/GOETZ) 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.

#### **E. Longevity**

1. All employees who have completed ten (10) consecutive years of service in the district shall receive a 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. 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 15th 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 XI Work Procedures**

A. All employees shall be eligible for overtime pay as follows:

1. Employees shall receive one and one-half (1-1/2) times their normal pay rate for all work in excess of forty (40) hours per week. Paid sick leave and paid holidays shall be included in determining the forty (40) hours.

2. All work performed on a Sunday in excess of forty (40) working hours per week shall be compensated at twice the applicable hourly pay rate.

B. Any regular employee (excluding substitutes) working 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 in their classification. Where qualifications are equal, seniority shall be the determining factor.

D. **Substitutes**

1. Substitute 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.

2. 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 bona fide reason in any one year shall be removed from the substitute list.

3. All substitutes shall be assigned to a job for the duration of the vacancy, except as modified by Article XII, C.2.

E. All full time employees whose regular work shift begins at 3:00 p.m. or later shall receive an annual shift differential of: \$300.

F. **Cafeteria Layoffs**

1. When a reduction in force among cafeteria employees is made the employees who are to be laid off will be placed on a preferred substitute list to the extent that the district has an average daily need for substitute cafeteria 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.

2. Laid-off employees shall be placed on the preferred substitute list by seniority.

3. Employees in lay-off 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 period will be considered resignation.

#### **G. 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.

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. An 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.

## **ARTICLE XII**

### **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 within 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.

2. a. The senior qualified employee who bids for the open position shall be awarded the position with a sixty (60) day trial period. If during the sixty (60) 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 at the same increment step.

b. In the case of transfers within a job classification the senior employee who bids for the open position shall be awarded the position without a trial period.

B. Regular employees and substitute 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 A.2. above.

2. If regular employees do not respond to the posting, the posting may be filled by available qualified substitutes in seniority from those substitutes responding to the posting. The Board's decision on qualifications shall be final.

3. In the event no qualified employees have responded to the posting, the vacancy shall be filled by the Board at its discretion.

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.

C. 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.

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 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.

D. 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 not be reposted and will be given on a permanent basis to the employee currently holding the position.

## **ARTICLE XIII**

### **Insurance**

#### **Insurance**

Note: Substitute employees are not eligible for benefits. To qualify for any health, dental or prescription insurance coverage, an employee must be permanent and regularly work twenty (20) hours or more per week.

#### **A. Medical**

1. Effective 7-1-96, or as soon as possible after ratification, the Blue Select Plan, including Major Medical, shall become the standard Medical Plan offered by the Board to the employees hired on or before June 30, 1993, at no cost to the employee. This coverage provides for benefits up to and including full family coverage for one (1) family member per household. Plan features unlimited lifetime benefits. When both husband and wife from the same household are employed by the Board, the Board will provide coordinated family plan benefits for one spouse up to an annual cost that does not exceed the annual family plan premium costs paid by the Board. In network physician visit shall cost \$10. per visit. Out of network physician visit is 80/20 split, 20% payable by Employee.

2. Effective 7-1-96, or as soon as possible after ratification, employees hired on or before June 30th, 1993, currently having the Blue Cross/Blue Shield PACE (Rider J/Prevailing Fee Plan U.C.R.) and Major Medical Insurance shall have the option to continue this coverage by the employee paying the increased cost of premium which is the difference in cost between the Blue Select Plan and the Pace Plan. Additionally, employees hired on or after July 1, 1993 currently having the Blue Cross/Blue Shield PACE Rider J/Prevailing Fee Plan U.C.R.) and Major Medical Insurance shall have the option to continue this coverage by the employee paying the increased cost of premium which is the difference in cost between the HMO Blue and the PACE Plan. Yearly and lifetime maximum benefits are \$100,000 yearly and unlimited lifetime benefits. When both husband and wife from the same household are employed by the Board, the Board will provide coordinated family plan benefits for one spouse up to an annual cost that does not exceed the annual family plan premium costs paid by the Board. The applicable maximum monthly contribution rates payable by the Board are based on the current new standard Blue Select Plan as adjusted annually on July 1st of each year.

3. Effective 7-1-96, or as soon as possible after ratification, HMO Blue coverage with benefits up to and including full family coverage for one (1) family member per household with similar coordinated family benefits, shall become the standard medical plan offered by the Board to the employees hired on or after July 1, 1993. The employee cost of the Office Visit/Treatment shall be \$10.00 per visit. Specialist fee is \$15.00 per visit. Employees hired on or after July 1, 1993

may buy up to the standard Blue Select plan made available to employees hired on or before June 30, 1993 by paying the difference in premiums between the HMO Blue and Blue Select.

4. All plans will include the requirement for mandatory second surgical opinion and pre-admission review. Besides the above Plans, the Board shall continue to offer a PACE Plan with a \$500. deductible and the Hospital Wraparound Plan. This coverage provides for benefits up to and including full family coverage for one (1) family member per household. The Board will pay the premium cost not to exceed the limits listed in Section A.1, 2 and 3. above.

5. Any medical plan heretofore made available to employees which are not referenced herein shall no longer be offered.

6. **Flexibility:** The PACE Plan has been red circled, only employees currently having that coverage may enroll in it. Once per year, all employees have the option to opt out of their plan to another plan, or, if they have proven alternate coverage, to not take any insurance. If an employee opts out to either an insurance plan that has a lower premium or to no medical insurance, they shall receive a buyout in the amount equal to 34% of the premium difference in savings, based on the current premium costs of the plans. Such amounts are subject to change on an annual basis depending on premium increases or decreases. Any employee who declines coverage based on alternate coverage, shall be able to re-enroll in Blue Select or HMO Blue without regard to pre-existing conditions if their circumstances change and they no longer have alternate coverage. The buyout shall be paid to employees twice per year, one-half in the first week of January and one-half in the first week in July.

#### **B. Dental**

The current Dental Plans shall continue to be offered with no changes in this Agreement, the plans are (1) Delta Dental Premier I, Delta Dental Premier II, Delta Dental Preferred Provider Organization (PPO).

1. For employees hired on or before June 30, 1993, the Board will pay the cost of the enrolled plans, up to and including full family coverage for one (1) family member per household for New Jersey Dental Service Plan, Inc., the Premier I Plan, and regularly works twenty (20) hours or more per week. When both a husband and wife from the same household are employed by the Board, the Board will provide coordinated family plan benefits for one spouse by paying to any claimant spouse the amount that would have been received had both the enrolled employee and his/her spouse been enrolled for coverage, including family coverage. The Board will pay full premium costs for employee only coverage and will continue to contribute toward the premium of increased optional coverage an amount not in excess of the rate listed below. Any additional cost will be paid by the employee through payroll deduction. The applicable maximum monthly contribution rates payable by the Board are:

	Dental Premiums	
Family	H/W	P/C
\$67.30	\$36.58	\$36.58

2. For employees hired on or after July 1, 1993, and regularly works twenty hours or more per week, the Board shall provide employee only coverage in the Delta Dental Preferred Provider Organization (PPO). The employee may select additional coverage for family members; any additional cost will be paid by the employee through payroll deduction. When both a husband and wife from the same household are employed by the Board, they may choose to have individual health plans with single coverage, or may combine the cost of two single coverage plans and apply it toward the cost of a family or husband/wife plan. Any additional premium cost will be borne by the employees.

3. Employees have the option to choose either 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.

### C. Prescription

1. For employees hired on or before June 30, 1993, the Board will pay the premium cost for prescription insurance up to and including full family coverage for one (1) family member per household with dependent coverage capped at the rates listed below. The plan, includes contraceptives, will be six (\$6.00) dollar and three \$3.00 generic co-pay. When both husband and wife from the same household are employed by the Board, the Board will provide coordinated family plan benefits for one spouse up to an annual cost that does not exceed the annual family plan premium costs paid by the Board.

	Prescription	
Family	H/W	P/C
\$103.99	\$66.08	\$57.08

2. For employees hired on or after July 1, 1993, the Board shall provide Prescription coverage ten (\$10.00) dollar name brand/five (\$5.00) generic co-pay) for employee only. The employee may select additional coverage for spouse/dependents; any additional cost will be paid by the employee through payroll deduction. When both a husband and wife from the same household are employed by the Board, they may choose to have individual health plans with single coverage, or may combine the cost of two single coverage plans and apply it toward the cost of a family or husband/wife plan. Any additional premium cost will be borne by the employees.

3. Employees have the option to choose either of the two Prescription Plans and, if applicable, shall pay the difference, if any, from what the Board is required to pay as a premium.

D. Employees who are absent beyond their accumulated sick leave due to either illness or off-the-job injury will continue to receive Board paid insurance benefits for six (6) months after the sick leave is exhausted provided the employee has completed five (5) years of service with the Board.

E. The Board shall provide a payroll deduction for a voluntary Disability Insurance Plan (Colonial Life and Accident), the premium which is to be paid by the employee.

#### **ARTICLE XIV 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 XV 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 employee 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 IV 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 IV of the Agreement.

B. An Investigatory 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 XVI**

### **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 - same as Custodians, except one uniform may be exchanged for coveralls.

3. Mechanics - issued and maintained by outside laundry service.

4. LEO's/Security - two (2) skirts or pants and three (3) shirts.

B. Custodial, maintenance and LEO/Security employees may substitute one (1) pants and one (1) shirt for a jacket.

#### **C. Inclement Weather Clothing**

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, employee to pay for replacement with Board retaining ownership of same.

d. 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.

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.

D. Maintenance employees and mechanics and mechanic helpers who are required to use and 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. 15 ft. long)

E. 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.

F. Mechanics, mechanics helpers and utility personnel will receive a seventy five (\$75.00) per year allowance toward work shoes that fulfill OSHA requirements.

Receipts must be submitted for shoes in order for reimbursement to be made. Reimbursement will only be made for steel-tipped shoes or their equivalent.

**ARTICLE XVII  
Severance Pay**

A. Any 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 PERS pension checks after ten (10) or more years of service shall be eligible to convert accumulated sick leave days to severance pay on a one-for-one basis at the employee's then current per diem rate of pay.

C. If an employee passes away, his/her accrued vacation time will be paid to the estate/next of kin.

**ARTICLE XVIII  
SALARIES**

**A. Wage Increases**

Employees on the A & B Appendix Guides shall receive the following wage increases retroactive to 7/1/95:

1995-96	3.3%
1996-97	3.2%
1997-98	3.1%

Employees on the C Appendix Guide shall receive the following wage increases retroactive to 7/1/95:

1995-96	.35 cents
1996-97	.35 cents
1997-98	.35 cents



**ARTICLE XIX**  
**Duration**

This Agreement shall be effective July 1, 1995 and shall continue in effect until June 30, 1998.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective secretaries, and their corporate seals to be placed hereon.

**FOR THE TRANSPORT WORKERS UNION OF AMERICA:**

\_\_\_\_\_  
William J. Ernst, President Local 225, Branch 4

\_\_\_\_\_  
Carol Horneck, Section Chairperson

\_\_\_\_\_  
Roger Tauss, International Representative

**FOR THE JACKSON TOWNSHIP BOARD OF EDUCATION:**

\_\_\_\_\_  
Marvin Krakower, Board President

\_\_\_\_\_  
Secretary

## APPENDIX A

Appendix A applies to employees hired into permanent positions prior to January 26, 1993, which is the date of ratification of the prior Agreement (7/1/92 to 6/30/95).

<b>TITLE</b>	<b>Current Wage</b>	<b>7/1/95</b>	<b>7/1/96</b>	<b>7/1/97</b>
DRIVER	16.08	16.61	17.14	17.67
AIDE	9.63	9.95	10.27	10.59
MECHANIC	14.14	14.61	15.08	15.55
MECH. HELPER	12.43	12.84	13.25	13.66
UTILITY PERSON	12.43	12.84	13.25	13.66
CUSTODIAN	13.40	13.84	14.28	14.72
MAINTENANCE	14.14	14.61	15.08	15.55
FOOD SERVICE WORKER	10.20	10.54	10.88	11.22
	10.35	10.69	11.03	11.37
	10.50	10.85	11.20	11.55
SLEO/LEO	12.43	12.84	13.25	13.66

## APPENDIX B

Appendix B applies to employees hired as substitutes on or prior to January 26, 1993, which is the date of ratification of the prior Agreement (7/1/92 to 6/30/95), with the exception of food service workers. Appendix B applies to Food Service workers hired as substitutes on or before on or before June 30, 1992. Note: Such employees maintain their position on Appendix B upon being hired to fill permanent positions.

<b>TITLE</b>	<b>Current Wage</b>	<b>7/1/95</b>	<b>7/1/96</b>	<b>7/1/97</b>
DRIVER	15.00	15.50	15.99	16.49
AIDE	9.33	9.64	9.95	10.26
MECHANIC	13.11	13.54	13.97	14.40
MECH. HELPER	11.80	12.19	12.58	12.97
UTILITY PERSON	11.80	12.19	12.58	12.97
CUSTODIAN	12.30	12.71	13.12	13.53
MAINTENANCE	12.98	13.41	13.84	14.27
FOOD SERVICE WORKER	9.30	9.61	9.91	10.23
SLEO/LEO	11.83	12.22	12.61	13.00

## APPENDIX C

Appendix C applies to all newly hired employees hired on or prior to January 26, 1993, which is the date of ratification of the prior Agreement (7/1/92 to 6/30/95), with the exception of food service workers. Appendix C applies to Food Service workers hired on or after July 1, 1992. Appendix C applies whether a person is hired as a regular employee or a substitute. Employees maintain their position on the guide when becoming a regular employee.

<b>TITLE</b>	<b>Current Wage</b>	<b>7/1/95</b>	<b>7/1/96</b>	<b>7/1/97</b>
DRIVER	10.00			
	10.25	10.35	10.70	11.05
	10.50	10.60	10.95	11.30
AIDE	8.50			
	8.75	8.85	9.20	9.55
	9.00	9.10	9.45	9.80
MECHANIC	12.50			
	12.75	12.85	13.20	13.55
	13.00	13.10	13.45	13.80
MECH. HELPER	10.50			
	10.75	10.85	11.20	11.55
	11.00	11.10	11.45	11.80
UTILITY PERSON	10.00			
	10.25	10.35	10.70	11.05
	10.50	10.60	10.95	11.30
CUSTODIAN	10.00			
	10.25	10.35	10.70	11.05
	10.50	10.60	10.95	11.30
MAINTENANCE	12.00			
	12.25	12.35	12.70	13.05
	12.50	12.60	12.95	13.30

**APPENDIX C continued**

<b>TITLE</b>	<b>Current Wage</b>	<b>7/1/95</b>	<b>7/1/96</b>	<b>7/1/97</b>
<b>FOOD SERVICE WORKER</b>	6.50			
	6.75	6.85	7.20	7.55
	7.00	7.10	7.45	7.80
<b>CHEF</b>	15.00			
	15.25	15.35	15.70	16.05
	15.50	15.60	15.95	16.30
<b>ASST. COOK/ BAKER</b>	11.00			
	11.25	11.35	11.70	12.05
	11.50	11.60	11.95	12.30
<b>FOOD SERVICE DRIVER</b>	12.00			
	12.25	12.35	12.70	13.05
	12.50	12.60	12.95	13.30
<b>SLEO/LEO</b>	9.50			
	9.75	9.85	10.20	10.55
	10.00	10.10	10.45	10.80