

AGREEMENT BETWEEN

WATERFORD TOWNSHIP BOARD OF EDUCATION

AND

TEAMSTERS LOCAL UNION NO. 676

2002-2005

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ARTICLE 1

RECOGNITION

- A. The Waterford Township Board of Education, Waterford Township, Camden County, hereafter known as the "Board," hereby recognizes the Teamsters Local Union No. 676, affiliated with the International Brotherhood of Teamsters, AFL/CIO, hereafter known as the "Union," as the exclusive representative for Collective Negotiation concerning the terms and conditions of employment for personnel under contract and employed by the Board and so assigned as School Bus Drivers, Transportation Aides and Mechanics/Mechanic's Helpers.
- B. Teamsters Local Union No. 676 hereby recognizes the Waterford Township Board of Education as elected representatives of the Waterford Township School District and further recognizes the responsibilities of the Board and the Superintendent for the conduct and operation of the School District in compliance with New Jersey Statutes Title 18A.

ARTICLE 2

OPERATION COVERED

- A. Nothing contained herein shall be construed to deny or restrict to the Board or to any Union member such rights as he/she/it are provided under New Jersey School Law.

B. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:

1. to direct employees of the School District,
2. to hire, promote, transfer, assign, and retain employees in positions in the School District, and to suspend, to demote, discharge or take other disciplinary action against employees,
3. to relieve employees from duty because of lack of work or for other reasons, as permitted by law.
4. to maintain the efficiency of the School District operations entrusted to them,
5. to determine the methods, means and personnel by which such operations are to be conducted,
6. to take whatever actions may be necessary to carry out the mission of the School District in situations of emergency, and

C. This Agreement shall cover and govern the following classifications:

1. School Bus Drivers-54 Seat Capacity
2. School Bus Drivers-16 Seat Capacity

3. Transportation Aides/School Bus Aides
4. Mechanics/Mechanic Helpers

ARTICLE 3

DUES DEDUCTION

- A. The Board agrees to deduct from the salaries of its employees, who are members of Teamsters Local 676, subject to this Agreement, uniform dues for the Union. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.
- B. A check off shall commence for each employee who signs an individual authorization card, supplied by the Union and approved by the Treasurer during the month following the filing of such card with the Board.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Board written notice thirty (30) days prior to the effective date of such change, and shall furnish to the Board either new authorizations from its members showing the authorized deduction for each employee. No dues deductions shall be in a percentage amount.
- D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its

members on the forms and deliver the signed forms to the Treasurer.

- E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Treasurer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-5.93 as amended.
- F. Any dues deduction provisions herein contained, will become effective with the execution of the Agreement, and will terminate with the termination date of this Agreement. Any employee who is transferred to a job classification which is not within the bargaining unit, as herein defined, or any employee whose employment is terminated by death, resignation, discharge, lay off, retirement, or leave of absence shall cease to be subject to dues deduction beginning with the month in which the termination or transfer occurs.
- G. The employee after serving the ninety (90) days probationary period shall be liable for the Union Dues.
- H. The Board will turn over to the Union the dues collected the month within ten (10) days after that month.
- I. No deduction will be made for any month in which there is insufficient pay available to cover the same after all other

deductions required by law have been made. Deduction for a prior month's dues will not be made in respect to such dues, except where the Board's error, oversight, failed to make the deduction in any monthly period.

ARTICLE 4

HIRING NEW EMPLOYEES

- A. The Waterford Township Board of Education shall retain the right to hire as per the New Jersey Statutes Title 18A.
- B. The Waterford Township Board of Education shall execute the standard form of school employees contract incorporating the thirty (30) day termination clause by either party, said contract subject to annual issue in accordance with Title 18A of the New Jersey Statutes.
- C. In case of discharge or resignation of the employee, the Union shall be notified in writing immediately.

ARTICLE 5

SHOP STEWARDS

- A. The Employer recognizes the right of the Union to designate Shop Stewards and Alternates. The authority of Shop 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 to



the Employer or Employer's designated representative shall be in accordance with the provisions of the Collective Bargaining Agreement.

2. The transmission of such messages and information which shall originate with and are authorized by the Local Union or it's officers, provided such messages and information;

a. has been reduced to writing; or

b. if not reduced to writing, is of a routine nature and does not involve work stoppages, slowdowns, or any other interference with the Employer's business.

B. Shop Stewards and Alternates have no authority to take strike action or any other action interrupting the Employer's business. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized action, slowdowns, or work stoppages in violation of this Agreement.

C. Shop Stewards and Alternates, shall not give orders to employees nor countermand order of management; Shop Stewards and Alternates shall not receive any compensa-

tion or privileges not enjoyed by other Union members.

- D. Shop Stewards shall be permitted to investigate, with knowledge of the Transportation Supervisor, present, and process grievances on the property of the Employer.

ARTICLE 6                      MILITARY/JURY DUTY

- A. New Jersey Statutes must prevail.
- B. In the event any employee covered by this Agreement is required to serve jury duty, the Employer agrees to supplement his/her jury duty compensation with an amount sufficient to equal his/her regular weekly earnings at the straight time rate for his/her job classification.

ARTICLE 7                      ASSIGNMENTS

- A. All employees within this Agreement shall have equal opportunity to qualify for any assignment within the scope of this Agreement. In assigning employees to jobs coming within this Agreement, the Employer shall have the right to select the most qualified persons.
- B. Bus driver routes shall be picked by drivers during the summer in accordance with Board policy as per past practice.

ARTICLE 8                      EXTRA CONTRACT AGREEMENT

- A. The Employer and employee shall not enter into an Agreement or Contract with his/her employees or his/her Employer indi-

vidually or collectively which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement shall be null and void.

- B. Any amendments to this Agreement must be by mutual consent of the Board and the Union.
- C. Aides shall select routes over the summer in the same manner as drivers.

ARTICLE 9                      GRIEVANCE PROCEDURE

A. Grievance is defined in accordance with the PERC Law definition.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. All meetings and hearings under this procedure, shall not be conducted in public except as may be required by law, and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article, unless requested otherwise by the parties concerned.

C. Procedure

Step 1. Any person who has a problem which could result in a grievance may discuss it first, either personally or through a representative, with his immediate supervisor in an attempt to resolve the matter informally at that level. If the matter is not resolved informally, the aggrieved may file a formal written grievance with the immediate supervisor within 5 work days from the time when grievant knew or should have known of the grievance. The immediate supervisor shall give his decision in writing, within 5 work days of receipt of the written grievance. The written grievance shall include:

- a. The contract article allegedly violated;
- b. Remedy sought;

Step 2. The grievant, no later than 5 work days after receipt of the decision of his/her immediate supervisor may appeal the decision to the Superintendent of Schools. The Superintendent or his designee shall attempt to resolve the matter as quickly as possible, but within a period not to exceed 5 work days from the receipt of the appeal. The Superintendent or his designee shall communicate his decision in writing to the grievant, to the Union, and the immediate supervisor.

Step 3. If the grievance is not resolved to the grievant's satisfaction, he/she, no later than five (5) work days after

receipt of the Superintendent's or his designee's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the grievant, render a decision in writing and forward copies thereof to the grievant and to the Union within twenty-five (25) work days of the receipt of the appeal.

Step 4. If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and he/she wishes review by a third party, and if the Union determines that the matter should be reviewed further, it shall advise the Board through the Chief Administrator, within fifteen (15) days of receipt of the Board's decision, and the Union shall submit the grievance to arbitration within fifteen (15) days thereafter.

D. Securing Services of an Arbitrator

1. The following procedure shall be used to secure the services of an arbitrator:

a. Either party may request the New Jersey Public Employment Relations Commission to hear the dispute.

2. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between the parties. The recommendations of the arbitrator shall be binding. In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected.

E. The costs for the services of the arbitrator shall be borne equally by the Board and the Union. Any other expenses incurred shall be paid by the party incurring same. Any necessary document not previously supplied will be supplied at 15 cents per copy. If previously supplied, it will be provided at cost per Board policy.

F. 1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed waiver of further appeal of the decision.

2. It is understood that any aggrieved person shall, during and notwithstanding the pendency of any grievance, continue to

observe all assignments and applicable rules and regulations of the Board until such grievance and effect thereof shall have been duly determined.

3. Time Limits - Since it is important that grievances be \*processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

a. In the event one of the parties is on an excused absence, the time limits may be extended by mutual consent.

ARTICLE 10

UNION RIGHTS

A. The Board shall permit the Union to use the school buildings for meetings at all reasonable hours. The Union shall submit a schedule of meetings in advance for Board approval. Request for meetings of an emergent nature which cannot be approved by the Board due to time factors shall be submitted for approval to the Chief Administrator, which approval shall not be unreasonably withheld. All Union meetings in school buildings shall be concluded by 9:00 P.M. All costs incurred by the Board of Education as a result of a granted request which would not be otherwise incurred shall be the responsibility

of the Union.

- B. An employee, or an authorized agent of the Union, may request, at a time that is mutually agreeable to the Supervisor and employee/Union agent, a review of personnel files and/or payroll records in order to resolve any questions/concerns regarding an employee's wages, benefits, or working conditions.

ARTICLE 11

REPORTS OF DEFECTIVE EQUIPMENT

- A. Employees shall immediately, or at the end of their shifts, report all defects in equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee, two (2) copies are to be given to the Transportation Supervisor. The Employer shall not ask or require any employee to operate any equipment that has been reported in an unsafe operating condition until same has been approved as being safe by management or the mechanical department.
- B. When the occasion arises where an employee gives a written report on forms in use by the Employer regarding any





equipment being in an unsafe operating condition, and receives no consideration from the Employer, he/she shall take the matter up with the Supervisor.

ARTICLE 12

REPORTING ACCIDENTS

- A. Any employee involved in an accident involving injury and/or property damage shall immediately report said accident to the transportation supervisor prior to sign off time.
- B. Consistent with the Omnibus Transportation Employee Testing Act of 1991, 49 C.F.R. Part 40 (Procedures), and commencing on January 1, 1996, the School District shall, as soon as practicable following an accident involving a School Bus, test each surviving driver;
1. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; and/or
  2. Who received a citation under State or Local Law for a moving traffic violation arising from the accident, or if any involved vehicle required towing from the accident scene, and/or if any involved persons required medical treatment

away from the accident scene.

ARTICLE 13

EMPLOYEE DISCHARGE/SUSPENSION/DISCIPLINE

No employee shall be discharged or disciplined, reduced in rank or compensation, or deprived of any professional advantage except in accordance with standards established by law, this agreement or the Waterford Township Board of Education procedures.

ARTICLE 14

DISCRIMINATION

A. There shall be no discrimination by the Employer against employees because of Union activities, nor shall there be any discrimination against any employee because of race, color, creed, sex, age or nationality in the placement and retention of employment or in hours, wages or working conditions of the employees.

ARTICLE 15

MANAGEMENT SECURITY

A. The Union recognizes that the Employer covered by this Agreement must complete and keep abreast of developments in methods of distribution; and must operate efficiently and economically if he/she is to be able to meet the rising costs of operation, including rates of pay and

working conditions to members of the Union. Accordingly, the Union agrees that it will cooperate with the Employer to the end that his/her business may be operated efficiently, and further agrees that it will not interfere in any way with the Employer's right to operate and manage his/her business, provided that nothing herein will permit the Employer to violate any terms and/or conditions of this Agreement.

- B. If the Union feels that the Employer in any way violates this Agreement, the matter shall be handled in the manner outlined by the grievance procedure in this Agreement.

ARTICLE 16

SAVINGS AND SEPARABILITY CLAUSE

- A. The parties to this Agreement believe it complies with Chapter 123, New Jersey Public Laws of 1974. Accordingly, it is agreed that nothing contained in this Agreement shall require the Union or the Employer to do anything which violates the law.

- B. The parties agree that all of the clauses of this Agreement shall be severable. Any clause which may be prohibited by, invalid under, or in contravention of any operable federal or state law, or under which the Employer

or the Union is required to do any act which is in contravention of any federal or state law, shall be null and void, but in such event, the remaining clauses shall continue in full force and effect for the term of this Agreement and any renewal thereof.

- C. The parties agree, in good faith, to attempt to replace any such null and void clause with a clause which conforms with the law.
- D. The parties further agree that if during the term of this Agreement, or any renewal thereof, any such null and void clause shall become legal or permissible to legislative enactment, a subsequent decision of the courts, or otherwise, such null and void clause shall again become part of this Agreement.

ARTICLE 17                      NO STRIKE CLAUSE

- A. All grievances shall be processed in an orderly fashion through the steps provided in this Agreement. There shall be no strikes, work stoppage, slowdown, lockouts or threats thereof, for any reason whatsoever during the term of this Agreement.

ARTICLE 18

MISCELLANEOUS

- A. The Board will be informed only through the Superintendent, or his designee, in any matter requiring its decision. Any employee or employee group should communicate through the proper channels of authority. When the matter requires Board action, it shall be directed through proper channels to the Board of Education.
- B. Whenever any notice is required to be given by either party of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so in writing with signed receipt of delivery at the following addresses:

1. If by Teamsters Local Union No. 676 to the Waterford Board of Education:

Waterford Board of Education

1106 Old White Horse Pike

Waterford, New Jersey 08089

2. If by the Waterford Board of Education to Teamsters Local Union No. 676:

Teamsters Local Union 676

101 Crescent Boulevard

Collingswood, New Jersey 08108

C. The parties agree to enter into collective negotiations over a successor Agreement and they agree that this Agreement shall remain in force until times as a new Agreement is reached in accordance with Chapter 13 Public Laws of 1974.

Such negotiations shall begin not later than the third (3rd) Thursday of October of the calendar year preceding the calendar year in which this Agreement expires.

D. This Agreement shall not be modified in whole or in part without mutual consent of the parties. Board Policy shall prevail on all matters not covered by this Agreement.

E. The Board agrees to pay tuition and other expenses incurred in connection with course of work taken in a recognized program, but only with prior approval of the Superintendent of Schools. This refers to tuition, registration fees, and books. This request must be made in writing.

F. Verification of expenses and tuition shall be submitted with voucher for payment in writing.

- A. The board will pay complete individual coverage and family coverage as per the benefits listed in Appendix A (Health Insurance) throughout the term of this agreement, except that individuals hired after March 1, 1999 shall receive single coverage until they have completed (3) three years of service to the district. Payroll deduction shall be available for these individuals receiving single only, but desiring coverage for eligible dependents.
- B. During the term of this contract, the Board of Education shall maintain dental insurance for employees as per the benefits listed in Appendix A-2 (Dental Insurance).
- C. The board will provide, at its own expense, the present prescription coverage level for both individual coverage and family coverage except that individuals hired after March 1, 1999, shall receive single coverage until they have completed three (3) years of service to the district. Payroll deduction shall be available for those individuals receiving single only coverage, but desiring coverage for eligible dependents. The co-pay program shall include a \$2.00 fee for prescriptions of generic

drugs, \$10.00 fee for prescriptions of brand name drugs and a \$0 co-pay for mail-order as outlined in Appendix A-

- D. No insurance carrier will be changed except by the mutual agreement of the parties; however, the board shall have the right to change an insurance carrier provided that coverage levels required by this Agreement are maintained. If a carrier change will result in any change of coverage levels, there must be agreement between the Board and the Union before such change is effected.
- E. During each year of the Agreement the Board will insist that the health insurance agent or carrier provide an individual to answer questions as to forms and coverage. This program shall be held at least once during the school year.
- F. The parties agree to establish a Section 125 (I.R.S. Code) plan for the purpose of making available a cash option.

1. An employee otherwise entitled to insurance coverage shall have the option to withdraw from any such coverage and to be paid a sum equal to one (1) of the eligible premium coverage(s) for each year that the withdrawal remains in effect. All withdrawals from



insurance coverage shall be for a minimum of one (1) year corresponding to the benefits period established by the carrier. The cash payment shall be in the form of a stipend payable bi-monthly and shall be fifty percent (50%) of the employees eligible coverage under the traditional plan (medical, dental, prescription).

2. Notwithstanding the above, employees who have a change in status (e.g. termination of employment, divorce (copy of decree required), legal separation (copy of decree required), death (copy of certificate required), military discharge (form DD214 required), which causes them to lose coverage elsewhere shall be entitled to re-enroll in the health plan during the year provided the employee gives the Board notice of the change in status within sixty (60) days of the event causing change. Otherwise, all elections for a cash option shall be in effect for the entire (12) month benefit period. The Board's obligation for the cash option shall be prorated for those employees subject to a change in status.

3. Return to the benefits plan for reasons other than change of status is subject to the terms of the carrier.

ARTICLE 20

INCLEMENT WEATHER

- A. All full time twelve (12) month employees are required to work when there is inclement weather. The Superintendent may, however, exercise his/her discretion to excuse an employee or to allow a late reporting to work. The Superintendent may also require, upon excusing an employee, that the time off be charged to personal leave or vacation.

ARTICLE 21

WORK CALENDAR, LENGTH OF DAY, WEEK, YEAR

- A. The work year of (12) month employees is from July 1 through the following June 30.
  1. The Union agrees that the Employer shall be entitled to a "day's work for a day's pay."
  2. The work calendar shall be as set forth by the Board of Education.
  3. The working day shall be an eight (8) hour day

exclusive of lunch, with two (2) fifteen (15) minute breaks, one (1) in the a.m. and one (1) in the p.m. Working hours shall be as designated by the Board of Education.

4. Excess of forty (40) hours per week exclusive of lunch time shall be compensatory.
5. The work week shall consist of five (5) full working days, Monday through Friday inclusive, except where legal holidays and vacation periods are included in the work calendar.
6. The work year shall be:  
Twelve (12) month contract July 1 to June 30  
excepting holidays as per Article 25.
7. Any employee who is called in to work on any day beyond normal assignment, shall be paid for time worked.
8. All regular employees covered under this Agreement shall be paid in accordance with pay procedures of the District.
9. When the regular pay day occurs on a holiday, the employer shall pay the employees on the regular work day immediately preceding the holiday.

10. Each employee shall be provided with a statement of all deductions made for any purpose.
11. Any employee required to work in excess of forty (40) hours per week shall receive time and one half (1- ½). No employee shall be entitled to receive overtime pay except for overtime actually worked.
12. Any employee who has completed his/her work day and has left the Board's premises and is then called back to work shall receive pay for a minimum of one hour at one and one half times his/her regular straight time hourly rate.
13. All employees who are required to work on a Holiday outside the master work calendar of the District upon which their work year is based shall receive one and one half times his/her applicable hourly rate of pay plus holiday pay.
14. All employees are required to work, if scheduled, Monday through Friday, the day before and after a holiday in order to receive compensation for the holiday, excluding sick leave.

B. The work year of ten (10) month employees is from September 1 to June 30.

1. The work day of transportation drivers and aides is four (4) hours per day, 180 days per year. Drivers and aides may be required to attend in service meetings and to drive students to nonpublic schools or special education programs on days when the Waterford

Township Schools are not in session.

- C. The work day shall start when the bus driver begins driving to the first stop and ends when the bus is parked for the day.
- D. Work Week: the work week shall consist of five (5) working days, Monday through Friday inclusive, when so assigned.
- E. Work Year: the work year shall coincide with the student calendar year for the school to which the employee drives a majority of the time.
- F. An employee who is resigning from his or her position shall give a minimum of thirty (30) day's notice.
- G. Drivers must be employed under contract on or before September 1 of the school year in order to receive credit for a year of driving experience for the following year.

H. In addition to actual driving time, the employees' four hour work day shall include the following work related activities:

1. Gas up time
2. Meetings, once per month.
3. Bus warm up time
4. Bus condition reports
5. Removing equipment
6. Cleaning the bus
7. Completing paperwork
8. Bus washing, once per month

I. Excepting the once monthly Transportation Department/ Safety meetings, employees who work at least 15 minutes in excess of the normal four-hour day shall receive credit for additional time worked. Time worked calculations at the end of the pay period shall be computed to the completed quarter hour.

ARTICLE 22            ASSIGNMENTS, TRANSFERS AND REASSIGNMENTS

A. Transfers of personnel shall be affected by the Chief Administrator.

B. Employee Initiated Transfer: The employee shall submit

his/her request for transfer to the Superintendent of Schools in writing by February 28th. This request shall include the placement desired and the reasons for the request.

- C. The Superintendent or his designee shall notify the employee whose transfer is pending. The employee or his representative shall be provided the opportunity of discussing the pending transfer and any objections shall be duly considered. After the completion of the consultation, the Superintendent shall notify the employee as to the decision of the transfer.
- D. Contracted transportation personnel will be offered first opportunity to sub for aides on midday runs.
- E. Whenever a driver is absent for at least three (3) months or leaves the district, the supervisor will consider years of service in making a replacement assignment and his decisions shall be final.

ARTICLE 23

SICK LEAVE

- A. Definition of Sick Leave: Sick leave is hereby defined to mean the absence from duty of any person because of their physical disability, illness or injury, or quarantine or exclusion from work by medical authorities.

B. Sick Leave Allowable: All persons who are steadily employed by the Board of Education shall be allowed sick leave with full pay as follows:

10 Month Term	-	10 days
11 Month Term	-	11 days
12 Month Term	-	12 days

C. Accumulated Sick Leave: Allowable sick leave not utilized in any year shall be cumulative to be used for additional sick leave in subsequent years. Each year, during the month of September, the Board shall provide each employee with an accounting of all sick time accumulated.

D. In case of sick leave claim, the Board or the Board's designee may require a physician's certificate to be filed with his/her office in order to obtain sick leave.

E. Worker's Compensation: Worker's Compensation awards shall be deducted from the regular salary of the employee for the days' absence covered under the Worker's Compensation Act. The time lost from employment under the Worker's Compensation Act shall not be deducted from the days permitted for regular sick leave allowance.

F. Any employee who retires pursuant to PERS with at least fifteen (15) continuous years of District service shall



be reimbursed, at the rate established below, per day of accumulated sick leave:

Any employee who retires prior to 7/1/2000 shall receive  $\frac{1}{2}$  of the employees daily rate of pay times the number of accumulated sick days. Effective 7/1/2000 the following provisions shall be in full force. Any employee hired prior to December 1, 1989, who leaves the school district after fifteen (15) continuous years of service shall be reimbursed, at the rate established below, per day of accumulated sick leave:

Salary x .0015 - payment per day.

Regardless of date of hire, accumulated sick leave days will be limited to 150 days. If the amount accumulated is over \$500.00, the total will be paid at time of termination only if the Board of Education has been provided with one (1) year's notice. This provision shall be waived during the first two (2) years of this Agreement. However, it shall be in full force during the third year of the Agreement.

ARTICLE 24

PERSONAL LEAVE

- A. All 10, 11 and 12 month employees shall be eligible to receive three (3) days personal leave without loss of pay. Application should be made to the Superintendent three (3) days in advance, except in cases of emergency, and be approved by the immediate supervisor. Employees shall not be required to state reasons for such leaves.
- B. Personal leaves shall not be accumulative, but any unused personal leave days shall, at the end of the school year, be converted into sick days and shall accumulate as sick days.
- C. Employees will be excused from duty with pay for two (2) days in the event of death of a grandparent or grandchild.
- D. Employees will be excused from duty with pay for a maximum of three (3) days in the event of a death of a brother or sister by blood relationship, a mother-in-law or father-in-law.
- E. Employees will be excused from duty; for a maximum of five (5) days in the event of death of husband, wife, child, parent or stepparent.

- F. Employees will be excused from duty with pay for a maximum of one (1) day in the event of the death of an aunt, uncle, brother-in-law, or sister-in-law.
- G. Any work related court appearance required by the Board of Education shall be paid by the Board. Written verification and documentation must be presented by the driver and approved by the Superintendent of Schools or his designee, in order to receive payment.

ARTICLE 25

EXTENDED LEAVES OF ABSENCE

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, child birth, and recovery therefrom are, for all job related purposes, short term disabilities. All employment policies and practices involving commencement and duration of leave, availability of extension, accrual of seniority and other benefits and privileges, and reinstatement and payment, shall be applied to disabilities due to the above cause as they are applied to other short term disabilities incurred by members of the bargaining unit. The employee shall notify the Board of Education of pregnancy at least sixty (60) days prior to the requested disability or child rearing leave, with

anticipated date of return. The State and Federal Family Leave acts shall apply and be recognized by the Board.

ARTICLE 26

HOLIDAYS

Twelve (12) month employees shall be entitled to the following paid holidays:

1. New Year's Eve Day
2. New Year's Day
3. Martin Luther King Day
4. Lincoln's Birthday
5. President's Day
6. Good Friday
7. Easter Monday (when schools are closed)
8. Memorial Day
9. Independence Day
10. Labor Day
11. Columbus Day
12. General Election Day
13. Veteran's Day
14. Thanksgiving Day
15. Friday after Thanksgiving
16. Christmas Eve Day
17. Christmas Day

- B. Ten (10) month employees shall be entitled to the above holidays, but shall not receive a Holiday on Independence Day, as said Holiday is outside the ten month work year.
- C. Holidays falling on Saturday shall be celebrated on Friday and those falling on Sunday shall be celebrated on Monday.
- D. Personnel required to work on the following holidays shall receive their regular pay plus .5 holiday pay effective 9/1/99:

Columbus Day, Veteran's Day,

Martin Luther King's Birthday, Lincoln's Birthday

ARTICLE 27

VACATIONS

- A. Twelve (12) Month Employees:

- 1. Twelve (12) month employees shall be entitled to paid vacation as follows:

After one (1) year of employment - Five (5) days;

After two (2) year of employment - Ten (10) days;

After eight (8) years of employment - Fifteen (15) days;

After fifteen (15) years of employment - Twenty (20) days.

- a. An employee must work a minimum of twelve (12) months prior to being entitled to vacation under the above schedule.

b. Any employee changing from part time to full time shall receive one (1) year credit for each two (2) years of part time service toward vacation eligibility.

ARTICLE 28

GENERAL

- A. The Board of Education shall have available a bulletin board for Union notices.
- B. The Board may establish such rules as it deems necessary or desirable provided that such rules are not in conflict with the terms of this Agreement.
- C. The Board agrees that if any employee is required to wear any kind of uniform or rain gear as a condition of continued employment, such uniform shall be furnished and maintained by the Employer, free of charge at the Standard required by the Employer.
- D. The Employer shall attempt to provide suitable sanitary conditions for his/her employees as are within the employer's control.
- E. When the Board and the Union shall have agreed in writing upon interpretations of this Agreement, such interpretations or rules and regulations shall be regarded as part of this Agreement.

- F. All employees covered by this Agreement may independently elect to have a portion of their salary withheld and deposited to their credit in the South Jersey Federal Credit Union.
- G. Employees who are required to use their own automobiles in the performance of their duties shall be compensated at the rate determined by the Internal Revenue Service for personal automobile usage for employment purposes.

ARTICLE 29 EXTRA TRIPS, ASSIGNMENT, RULES AND REGULATIONS

- A. Extra trips will be issued on a rotating list basis as per present practice. If a permanent extra trip becomes available, the trip shall be offered to the most senior driver, as per present practice.
- B. If a driver has been assigned a trip and has to cancel it, the driver's name next on the list, as per present practice, will be assigned the trip. If no names are available, then the supervisor will pick a driver.
- C. All drivers who show up for a trip and it has been cancelled without notification, he/she shall be guaranteed one (1) hour pay, at miscellaneous rate.
- D. If a trip is cancelled and run within two (2) working days, the same drivers will also be assigned.

Supervisor.

ARTICLE 30 CLASSIFICATION AND SALARY RATES

A. The classifications covered by this Agreement are as follows:

- 1. Mechanics
- 2. Mechanic's Helper
- 3. School Bus Driver
- 4. Driver Aides
- 5. School Bus Aides

B. The salary of each current employee shall be increased as follows:

- Effective July 1, 2002 - Four point four percent (4.4%)
- Effective July 1, 2003 - Four point forty-seven percent (4.47%)
- Effective July 1, 2004 - Four point seven percent (4.7%)

C. Extra Time:

- 1. Assigned regular route driving shall be paid at the driver's regular hourly rate.
- 2. Miscellaneous assignments (e.g., field trips, bus repairs, etc.) Shall be paid as follows:
  - 2002-2003 - \$20.38 per hour
  - 2003-2004 - \$21.29 per hour



2004-2005 - \$22.29 per hour

3. Casual office help shall be paid at the rate of \$10.77 for 2002-2003; \$11.25 for 2003-2004; and \$11.78 for 2004-2005.

4. Summer routes and after-school activity runs will be paid at the regular rate of pay.

D. All employees who work twenty (20) hours or more shall receive an additional Two Hundred Thirteen Dollars (\$213.00) in 2002-2003, Two Hundred Twenty-Three Dollars (\$223.00) in 2003-2004, and Two Hundred Thirty-Three Dollars (\$233.00) in 2004-2005 after fifteen (15) years in the District. An additional Five Hundred Eight Dollars (\$508.00) in 2002-2003; Five Hundred Thirty-One Dollars (\$531.00); in 2003-2004 and Five Hundred Fifty-Six Dollars (\$556.00) in 2004-2005 after twenty (20) years in the District. This money shall be incorporated into the daily base rate of pay for each employee.

ARTICLE 31 TOOLS AND EQUIPMENT

A. The Board will provide all electric tools, all power tools and all special tools. These tools shall be the property of the Board of Education.

B. The Board shall provide the Mechanic and Mechanic Helper with eleven sets of uniforms (shirts and pants) each.

- C. The Board shall provide the Mechanic and Mechanic Helper, on a fair wear and tear basis, one pair of steel toed shoes, one pair of rubber boots, one rain gear (jacket and pants) and one pair of gloves.
- D. Drivers and aides on vehicles with wheelchair lifts shall be provided with light rain jackets with hoods.
- E. Upon employment termination, all equipment and/or uniforms, other than shoes, shall be returned to the Board of Education.

ARTICLE 32      TERMS OF AGREEMENT

It is understood between the Waterford Board of Education and Teamsters Local Union No. 676 that the content of this Agreement shall be effective from July 1, 2002 to June 30, 2005.

Resolution of Adoption by the Board of Education

Date: 6/12/02

Waterford Township Board President:

Francis J. DiRocco  
Francis DiRocco

Attested:

Waterford Township Board Secretary:

Earl J. Vassallo  
Earl J. Vassallo

Teamsters Local Union No. 676

President:

Vincent L. Broderick

Attested:

Secretary:

Jean M. Ravensburg SS

Dated: 6/26/02

Appendix A  
Health Insurance - CURRENT PLAN

BENEFIT	TRADITIONAL COMPONENT
Contract/Benefits booklet received	Yes
Number of plans offered	1
Open enrollment period	Yes
Member may switch plans during open enrollment/begin new level of benefits	Yes
Appeal procedure for disputed claims	Insurance providers, then to State Health Benefits Commission
Coverage categories	Single Husband/Wife Parent/Child Family
Surcharge included in rates/premiums	N/A
Definition of full-time employee	Employee works Minimum of 20 hr./week
Definition of dependent child	Unmarried children; includes stepchildren, foster children, legal wards
Maximum age for dependent Coverage	End of calendar year in which child turns 23; continued coverage over 23 if handicapped
Dependent child must be full-time student	No
Full coordination of benefits in-district/ out-of-district	With PPO/HMO in- district/out-of-district
Reimbursement for Medicare B by Board of Education for active employee and/or spouse	Yes
Method of premium payment (monthly premium, minimum premium, reserves, self-insurance, re-insurance, etc.)	Monthly Premium
Automatic "spin-off" from basic to major medical	Yes

Appendix A

BENEFIT	TRADITIONAL COMPONENT
Which organ transplants are covered	Heart, lung, heart-lung, Pancreas, kidney, cornea, liver, certain bone marrow
Benefits covered from "First Dollar"	Hospital, skilled nursing facility, "PAT", some surgical, hospital for accidental injury, some diagnostic lab & x-ray, physical therapy, radiotherapy
Plan permits cobra-covered employee to return to group plan at retirement	Yes
Home health care	60 visits in 61 days following hospital discharge
Restriction on hospital usage	All hospitals in NJ covered
Managed care component for mental and nervous disorders	No
Managed care component for alcohol/substance abuse	No
Mandatory second surgical opinion requirement	No
Penalty for not obtaining mandatory second surgical opinion	None
Pre-admission certification required	No
Penalty for not obtaining "PAC" for hospital/procedure	None
Continued stay review (CSR) for hospitalization	No
First dollar coverage in-hospital treatment-mental and nervous disorders	100% for 20 days at member facility, balance at 80% after deductible up to annual/lifetime max.

Appendix A

BENEFIT	TRADITIONAL COMPONENT
First dollar coverage for lab and diagnostic benefits	X-ray Therapy-\$500 Lab-Pathology-\$25 Radium Therapy-\$150 Diagnostic X-ray-\$125 Physical Therapy-\$50 Balance at 80% after deductibles

MAJOR MEDICAL

Maximum out-of-pocket expenses	\$100 deductible per employee \$400 coinsurance per person; only 1 dependent pays deductible
Stop-loss/Threshold limit	80% of UCR up to \$2,000 after deductibles. Then 100% of UCR
Definition of usual customary and reasonable	Claims paid up to 90 <sup>th</sup> percentile of UCR
Determination of UCR	NJ and out-of-state zip code where treatment occurs
Prescription drug co-payments covered	Yes
Dollar limit for out-of-hospital mental and nervous disorders-annual/lifetime	\$10,000 Annual \$20,000 Lifetime
Restoration clause for mental and nervous disorders	Up to \$2,000 per year for additional \$20,000. Lifetime/total \$40,000
Restoration clause for all other major medical	Up to \$2,000 per year
Lifetime limits of major medical	\$1,000 per person plus restoration benefits
Honors deductibles and coinsurance paid under existing plan	Yes

Appendix A

BENEFIT	TRADITIONAL COMPONENT
Chiropractic care	Covered at 80% after deductible, provided it is medically necessary and not for maintenance
Maternity	Some first dollar coverage. Balance at 80% under major medical up to \$2,000. 100% after \$2,000
Physical therapy	\$50 at 100% out-of-hospital, balance to major medical at 80% after deductible

Prescription Lens Reimbursement \$200 every 24 months

POINT OF SERVICE BENEFIT	
Contract/benefits booklet received	Yes
Number of plans offered	1
Open enrollment period	Yes
Member may switch plans during open enrollment/begin new level of benefits	Yes
Appeal procedure for disputed claims	Insurance providers, then to State Health Benefits Commission
Coverage categories	Single Husband/wife Parent/Child Family
Surcharge included in rates/premiums	N/A
Definition of full-time employee	Employee works minimum of 20 hrs. per week
Definition of Dependent child	Unmarried children: includes step children, foster children, legal wards

Appendix A  
Health Insurance

BENEFIT	POINT OF SERVICE
Maximum age for dependent coverage	End of calendar yr. In which child turns 23; continued coverage over 23 if handicapped
Dependent child must be full-time student	No
Full coordination of benefits in-district/out-of district	With traditional/HMO in-district or other SHBP with non-SHBP plans out-of-district
Reimbursement for Medicare by Board of Education for active employee and/or spouse	Yes
Monthly premium method of premium payment (monthly premium, minimum premium, reserves, self-insurance, reinsurance, etc.)	Monthly premium
Plan permits cobra-covered employee to return to group plan at retirement	Yes



Appendix A

BENEFIT	IN-NETWORK	OUT-OF-NETWORK
Benefits covered from "First Dollar"	Most expenses some after \$5.00 co-payment	Emergency accidental injury after \$25.00
Skilled nursing facility	100 days per yr. At 100% in member facility	60 days per yr. at 70% after ded.
Home health care	100%	70% after ded.
Sufficient no. of providers both hospitals and physicals in area	Yes	N/A
Number of providers	53+ NJ hosp. 4,000 + NJ phys. 38+ NY hosp. 2,400 + NY phys. 32+ PA hops. 2,000+ PA phys. Plus Prucare Providers in other states	
List of PPO/POS providers submitted	Yes	N/A
Deductibles and coinsurance	Co-payments \$5 per office visit \$25 per emergency room; 10% out-patient mental health	Deductibles \$100 per hosp. stay per indiv., \$250 per hosp. stay per family most expenses: \$100/\$250 per year
Maximum out-of-pocket expenses	\$400 per individual \$1,000 per family	30% of all exp. except 50% for in-patient drug and mental disorders to \$2,000 per individual or \$5,000 per family
Lifetime limits for mental health and drug related care	\$15,000 Annual \$50,000 Lifetime	\$15,000 Annual \$50,000 Lifetime
Lifetime limits for all other expenses	Unlimited	\$1,000 per person
Mental health and drug abuse-in-hospital	100% up to 25 days Balance at 90% up to annual/lifetime limits	50 days at 50% after ded. up to annual/lifetime limits
Mental health and drug abuse-out-of-hospital	90% up to annual/lifetime limits	70% after ded. up to annual/lifetime limits
Alcohol abuse	In-patient: 100% Out-patient: 90% up to annual/lifetime limits	In-patient: 70% after ded. Out-patient: 70% after ded. up to annual/lifetime limits

Appendix A

BENEFIT	IN-NETWORK	OUT-OF-NETWORK
Prescription drug/ co-payment coverage	90% covered 30% coinsurance	70% covered 30% coinsurance
Chiropractic care	90% covered 10% coinsurance	70% covered 30% coinsurance
Maternity	100% after \$5 co-payment for 1 <sup>st</sup> visit	70% covered 30% coinsurance
Physical therapy	90% covered 10% coinsurance	70% covered 30% coinsurance

Prescription Lens Reimbursement \$200 every 24 months

BENEFIT	RETIREE COVERAGE
Decrease in benefits for Medicare-eligible retirees	No
Plan pays the difference between Medicare and UCR allowance	Yes
Rate/premium reduced for Medicare eligible retirees	Trad: 34%-47% reduction NJ Plus: 39%-51% reduction Memo re: SHBP rate revised annually
Automatic "Spinoff" from Medicare to secondary plan	Yes

Appendix A-2

WATERFORD TOWNSHIP  
BOARD OF EDUCATION

Delta Premier

Fee Basis: The following Delta Premier Program is based upon the Usual Customary and Reasonable Fee Concept.

Program I	Co-Payment - Presentive and Diagnostic	100%
	Remaining Basic Benefits	
	(Includes Repair of Dentures):	80/20
	Crowns, Inlays and Gold	
	Restorations:	80/20
	Prosthodontic Benefits	60/40

- o The maximum amount payable by Delta for the above dental services provided an eligible patient in any calendar year is \$2000.00 and a \$25.00 annual deductible.
- o Individuals at their option, if permitted by the carrier, may select additional dependent coverage which shall made through payroll deductions.
- o Individuals may select eligible dependent coverage at no cost provided they select the "Flag Ship Program".

Delta Preferred

If a Delta Preferred Program is included on an optional basis, then at least 10 employees must enroll in order to implement the benefits.

## FLAG SHIP DENTAL

### SCHEDULE OF BENEFITS AND COPAYMENTS: (Board pays full cost for employee & Dependent)

Subject to the limitations, exclusions and member copayments set forth herein the following services shall be performed as needed and deemed necessary by the Plan Dentist.

#### 1. PRIMARY BENEFITS to be performed by your selected Primary Care Dentist:

	<u>MEMBER PAYS</u>
VISITS AND DIAGNOSTIC	N/C
PROPHYLAXIS AND FLORIDE TREATMENT	N/C
X-RAYS	N/C
ORAL SURGERY	N/C
PERIODONTICS	N/C
ENDODONTICS	N/C
RESTORATION	
Silver Restorations-Primary Teeth	N/C
Silver Restorations-Permanent Teeth	N/C
Acrylic, Plastic Restoration-Anterior teeth Primary and Permanent	N/C
Crowns (Caps)	
Acrylic 75	230
Acrylic with metal	220
Porcelain	240
Porcelain with metal	240
Full metal crown	230
Gold onlay or ¾ crown	50
Stainless steel (primary)	50
Stainless steel (permanent)	N/C
Removable acrylic space maintainer	N/C
Fixed spacer, band type	N/C
PROSTHETICS (includes Fixed Bridges)	
Artificial Tooth Replacement.	49

Tua-pontic type	240
Porcelain to metal	240
Plastic processed to gold	230
Dentures	
Complete upper denture	250
Complete lower denture	270
Partial upper/lower(each)	270
Denture and partial adjustments	N/C
Denture and partial repairs	20
Adding teeth/clasps to existing partial or denture (per tooth)	30
Office reline	55
Laboratory reline	75
Recementation	N/C
Other Procedures	
Failure to cancel appointment (24 hr. notification)	25
Emergency visit after normal visiting hours	25

2. SPECIALTY SERVICES to be performed by Plan Dental Specialist only if approved in advance by FLAGSHIP after referral by the patient's Primary Care Dentist.

PERIODONTICS	N/C
ORAL SURGERY	N/C
REMOVAL OF CYST AND NEOPLASM	N/C
EXCISION OF BONE TISSUE	N/C
SURGICAL INCISION	N/C
OTHER SERVICES	N/C
ENDODONTICS	N/C
OUT-OF-AREA-EMERGENCY CARE	

Flagship will reimburse actual charges up to \$50.00 per covered person when receiving emergency care while temporarily more than 35 miles from the Attending Flagship Dental Office.

Appendix A-3  
WATERFORD TOWNSHIP  
BOARD OF EDUCATION

Prescription Drug Program  
Benefits Summary

\$2/\$10 Generic Incentive Program

\$0 Mail Order

Includes Needles & Syringes

Includes Contraceptives

Excludes Smoking Deterrents

Excludes Rogaine

Excludes Retin A

Excludes Fertility Drugs

Excludes Anti-Obesity Drugs

Excludes Vitamins & Minerals

Dependent Handicapped Children to Age 19  
Students to Age 23

**WATERFORD TOWNSHIP BOARD OF EDUCATION****SALARIES GUIDE  
TRANSPORTATION DRIVERS**

<u>STEP</u>	<u>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005</u>
1	6305	6343	6397
2	6549	6587	6641
3	6804	6842	6896
4	7069	7108	7164
5	7338	7385	7442
6	7620	7666	7732
7	8000	7961	8026
8	8401	8358	8335
9	8820	8777	8751
10	9372	9214	9190
11	9987	9791	9647
12	10677	10433	10251
13	11431	11154	10923
14	12183	11942	11678
15	12937	12728	12503
16	13753	13515	13326
17	14638	14368	14150
18	15598	15292	15043
19	16656	16295	16011
20	17820	17401	17061
21	18974	18617	18219
22	20135	19822	19492
23	21577	21035	20754
24	22920	22541	22024
25	23811	23945	23600
26	25153	24875	25070
27	26496	26277	26044
28		27680	27512
29			28981

**WATERFORD TOWNSHIP BOARD OF EDUCATION****SALARIES GUIDE  
TRANSPORTATION AIDES**

<u>STEP</u>	<u>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005</u>
1	5294	5326	5371
2	5499	5531	5576
3	5713	5745	5791
4	5935	5968	6015
5	6163	6200	6248
6	6399	6438	6491
7	6607	6685	6741
8	6817	6902	6999
9	7026	7122	7226
10	7237	7340	7467
11	7448	7560	7685
12	7658	7781	7915
13	7941	8000	8147
14	8225	8296	8376
15	8508	8593	8686
16	8793	8888	8997
17	9075	9186	9306
18	9362	9481	9618
19	9524	9780	9927
20	9810	9950	10240
21	10101	10249	10418
22		10553	10731
23			11049