

Contract # 1543

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AGREEMENT BETWEEN
THE IRVINGTON EDUCATION ASSOCIATION
AND
IRVINGTON BOARD OF EDUCATION
1992 - 1994

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TRANSPORTATION

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IRVINGTON
EDUCATION ASSOCIATION
JAN 2 1994
IRVINGTON BOARD OF EDUCATION

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PREAMBLE

This Agreement entered into this 1st day of July, 1992 by and between the Board of Education of the Township of Irvington, New Jersey, hereinafter referred to as the "Board" and the Irvington Transportation Association, hereinafter referred to as the "Association."

WITNESSETH

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties, through negotiations in good faith, have reached certain agreements which they desire to set forth in this collective negotiation agreement;

NOW, THEREFORE, BE IT RESOLVED, in consideration of the following mutual covenants and other good and valuable consideration, the Board and the Association agree:

ARTICLE I

RECOGNITION CLAUSE

The Board of Education of the Township of Irvington, hereby recognizes the Irvington Education Association/Transportation Unit as the exclusive bargaining representative, as defined in Chapter 123, Public Laws of 1974, for all School Bus Drivers, School Bus Attendants, Mechanics, Maintenance employees employed in the Transportation Department, exclusive of the Supervisor of Transportation, Assistant Supervisor of Transportation, the Secretary for the Department of Transportation, and all casual employees.

- (a) The term "employee", when used hereinafter in this agreement, shall refer to all employees represented by the name of the employee organization in the bargaining or negotiating unit as heretofore defined.
- (b) The term "Board" shall include its officers and agents.

The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to the New Jersey Employer-Employee Relations Act, Chapter 123, Laws of 1974, for the duration of this agreement

ARTICLE II

NEGOTIATION PROCEDURE

1. This agreement incorporates the entire understanding of the parties on all issues which were, or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

2. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in good-faith effort to reach an agreement on all matters concerning the terms and conditions of transportation employment. Such negotiations shall begin not later than October 1st of the school year in which this agreement expires. Any agreement so negotiated shall apply to all members of the negotiating unit as set forth in Article I herein, and shall be reduced in writing, be signed by the Board and the Association representatives, subject to ratification by the Association membership and a majority of the Board.

ARTICLE III

BOARD'S RIGHTS CLAUSE

The Board, on its own behalf and on behalf of the citizens of the Township of Irvington, New Jersey, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by laws and Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:

(a) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;

(b) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their demotion or dismissal, and to promote and transfer all such employees;

(c) To determine assignment to schools or any other building under the control of the Board; to determine hours of work, duties, responsibilities and all other terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the Constitution and Laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under Title 18A School Laws of New Jersey, or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE IV

WORK SCHEDULE

1. (A) The regular work week shall consist of the schedule and hours as fixed by the Supervisor of Transportation and approved by the School Business Administrator, subject to approval by the Board of Education.
- (B) The employees shall report for duty as assigned by the Supervisor of Transportation and their work shall be under the control and supervision of said Supervisor. they shall strive to complete their work within their work schedule assignment and when required, shall furnish special overtime services. No compensation for special overtime services shall be paid for unless the same is first duly approved by the Supervisor of Transportation, subject to approval by the Board of Education.
- (C) It is understood and agreed between the parties that school bus drivers and school bus aides who may be required to exceed 184 working days in the school year, because of variable school calendars, will be compensated additional hourly pay at their regular hourly rate as defined in this agreement as approved by the Supervisor of Transportation, subject to approval by the Board of Education.
- (D) The Supervisor of Transportation shall keep accurate and current records of attendance and absence for all employees under supervision. The Supervisor shall complete and submit the reports to the Board Secretary of the Board of Education on the approved forms.
- (E) 10-month employees covered under the terms and conditions of this agreement shall be required to work commencing September 1st until June 30th unless otherwise posted as special 12-month employees. Twelve month employees shall work the regular 12 month schedule.

(F) Assignment of School Trips

Within five (5) days following the opening of schools, the Supervisor of Transportation shall notify the School Business Administrator of the assigned hours for all employees covered under the terms of this agreement, said notification shall be in writing.

Prior to October 1st of the school year, the Supervisor of Transportation and the designee for Special Services shall certify, in writing, the actual hours for each school trip. Any employee who wishes to contest the approved hours for their scheduled runs may do so by appealing to the Supervisor of Transportation, in writing.

(G) Assignment to Regular Runs

Bus Drivers and Attendants shall be assigned to runs according to their seniority and job classification in the district, with the most senior getting the longest runs. A copy of the job assignment shall be kept on the bulletin board of the employees' lounge. Ties shall be broken by reference to alphabetical order.

(H) Length of Runs

Runs shall be designated according to the length of time needed to complete them. Each run shall include a fifteen (15) minute vehicle start-up and inspection period. Length of runs shall be six (6), five and one half (5 1/2), five (5), four and one half (4 1/2), and four hours (4) each. However, the Board only guarantees a four (4) hour minimum run.

(I) Double Runs

Double runs, defined as an employee filling in for an absent driver, shall be paid at the substitute drivers' hourly rate.

(J) Employee Security

If a run is finished after the transportation office has been locked, the employee shall write the time worked on a trip sheet and place it in the mail slot of the office.

(K) In-service

In the event the Special Education Schools are on holiday, which does not coincide with Irvington holidays, all transportation workers will be required to attend in-service.

ARTICLE V

CONDITIONS OF EMPLOYMENT

1. All employees who are employed in the Irvington School System shall, at all times, be courteous and respectful to all persons with whom they come in contact. The said employees shall be in a fit condition to perform their assigned duties. The use of loud or profane language is expressly prohibited.
2. In addition to the foregoing, the employees in the Department of Transportation, shall, at all times, try to understand the pupils and to exercise caution and fairness in dealing with them and their parents. The employees assigned to the Department of Transportation, shall, at all times, try to understand all persons having business with the Board and exercise caution and fairness in dealing with said persons.
3. All employees shall cooperate in an endeavor to establish a smooth running Department of Transportation for the Irvington School System. They shall study and become familiar with safe driving habits, proper maintenance of equipment and first-aid techniques. They shall be accurate in performing all of their assignments and duties as determined and scheduled by the Supervisor of Transportation. All employees must familiarize themselves with the rules and regulations of the Board of Education and the rules and regulations of the New Jersey Department of Education applicable to school bus drivers and other personnel employed in the Department of Transportation.
4. The employees shall be hired under contract for annual calendar periods based on ten-month or twelve-month basis when required, at a salary rate to be approved by the Board of Education. The term of the contract shall be subject to termination by the Board upon service of a five-day notice for any reason whatsoever.

5. All employees covered by these rules and regulations shall, as a condition of their employment, become a member of, and maintain membership in the Public Employees Retirement System and the Social Security System.

6. The Board of Education controls the employment relationships with legal limitations and has the power to control employees and their rules, to assign and reassign them within the framework of said duties.

7. No employees in the unit shall be reduced in rank or compensation otherwise disciplined without just cause.

8. a. Employees may be terminated and/or otherwise disciplined for single incidents or intolerable behavior. However, in the case of inefficient performance, the employee shall be notified of the deficiency, be given recommendations for improvement, and a 30-day period to improve, before discipline can be imposed.

b. The terms of the individual employee contract shall be subject to termination by either the Board or the employee upon service of a sixty day (60) notice for any and all good reason except when an employee has been absent from the job for five (5) consecutive work days without communicating a reason to the Board. In this latter case the employee shall be deemed to have abandoned the job in which the Board may afterwards serve a five (5) day termination notice on the employee.

9. Any newly hired employee may be granted up to three (3) years salary guide credit for prior service outside the District in the same job for which he/she is being hired.

10. Whenever any unit member is reclassified to a higher paying job within the unit, he/she shall be placed at the lowest step on the new salary guide that represents an increase above the highest step attained on the prior guide, plus his/her increment, assuming the reclassification occurs at the end of the year.

ARTICLE VI

HOLIDAYS

1. All employees covered under the terms and conditions of this agreement shall have all holidays off, with pay, as determined by the Irvington School District calendar. If an employee is required to work on an approved Irvington School calendar holiday, when school is not in session, that employee shall receive his regular base rate, plus time and one-half for hours worked. This provision applies only to school bus drivers and attendants. All other employees shall receive the following holidays off, with pay:

| | |
|------------------------|--------------------------------|
| New Year's Day | Christmas Day |
| Good Friday | Columbus Day |
| Independence Day | U.S. Presidential Election Day |
| Memorial Day | NJEA Convention Days* |
| Labor Day | Veterans' Day |
| Thanksgiving Day | President's Day |
| Day After Thanksgiving | Martin Luther King Day |

*Eliminate one NJEA convention day in year of U.S. Presidential Election.

YOM KIPPUR - During the term of this agreement, it is understood and agreed that if any other non-instructional bargaining unit members receive a day off for the holiday Yom Kippur, members covered under the terms of this Agreement shall also receive that day off with pay, and should they be required to work, the premium pay, as indicated in this agreement, shall apply.

The aforementioned holidays schedule shall be applicable to members and other maintenance employees employed in the transportation Department, on a 12-month basis.

2. In the event the aforementioned employees are required to work on the foregoing holidays, they will receive their regular base rate, plus time and one-half.

ARTICLE VII

LEAVES

1. SICK LEAVE

A. Sick leave, as used in this section, is defined to mean absence from the employees' post of duty, of any such employee because of personal disability due to illness or injury.

B. 1. All employees covered by these rules, who are steadily employed, shall be allowed sick leave, with full pay, at the regular rate, on the basis of 10 month employees and 12 days for 12-month employees. Prorated for employees as contracted.

2. 12 month employees hired after January 1st and 10-month employees hired after February 1st shall, at the time of their employment, have their sick leave days prorated according to the percentage of the school year remaining.

C. If an employee requires in any calendar year, less than the allowed days for sick leave, all days of leave not utilized that year shall be accumulated to be used for sick leave as needed in subsequent years, provided the employee is still employed.

D. In the event of sick leave claimed, a written statement from the employee, because of absence due to personal illness or quarantine, must be filed with the Secretary of the Board, through the Office of the Supervisor of Transportation, within five (5) school days from the last day of absence. In any event, a physician's certificate for four (4) or more consecutive school days of absence due to personal illness or quarantine, must be filed with the Secretary of the Board through the Supervisor of Transportation, within five (5) school days from the last day of absence.

2. OTHER LEAVES OF ABSENCE

A. Three (3) days' absence of each school year is granted to each employee who has continuously served the Board of Education for at least one year, for personal and business purposes, provided the immediate supervisor approves of this absence, in advance. Unused business or personal days in any one school year shall be credited to the employees accumulated sick time.

It is necessary that employees, in case of leave of absence claimed, file a written statement with the Secretary of the Board, through the Supervisor's Office, within five (5) school days from the date of absence.

B. An employee shall be entitled to full pay for one day during the school year when absence is due to attendance in court or quasi-judicial hearing in response to a subpoena to testify, provided proof is filed with the Secretary of the Board through the office of the Supervisor of Transportation of such attendance, within 5 days from the date of absence. The Board will not, however, pay for days in court in an action caused by the employee or resulting from a disciplinary action against the employee.

C. All benefits to which an employee was entitled at the time of his leave of absence commenced, including unused accumulated sick leave, and excluding salary increments, shall be restored to him upon his return to the same classification which he held at the time said leave commenced, if available, or if not, to a substantially equivalent classification.

3. LEAVES OF ABSENCE

A. All injuries, no matter how slight, must be reported to the immediate Supervisor. The Supervisor shall make a written report to the Office of the Board. All absences caused by such on-the-job injury shall be reported. The employee shall advise the Board of any and all amounts of Workers' Compensation Awards made for temporary disability. The Board reserves the right to have the employee examined by a physician at reasonable time.

Subject to the reservation by the Board of its legal rights, it is provided that whenever an employee is absent from his job as a result of a personal injury caused by an accident arising out of and in the course of the his work, the Board may pay to the employee, the full salary for the period of absence reduced by the amount of Workers' Compensation benefits received for each day of absence and including Saturdays and Sundays. The salary shall be paid for absence during the waiting period and during the period the employee received, or was eligible to receive temporary Workers' Compensation benefits and the salary may be paid up to one calendar year without charging same to sick leave.

B. ABSENCE BY REASON OF DEATH

In case of death of a member of the employee's immediate family, limited to spouse, mother, father, child, brother, or sister, the employee shall be entitled up to five (5) working days off for the funeral, without loss of pay.

In case of death of the grandparents of the employee, father-in-law, or mother-in-law of an employee, the employee shall be entitled to three (3) working days off from work for the funeral, without loss of pay.

In the case of the death of any other relative of the employee, the employee shall be entitled to one (1) day off from work for the funeral, without loss of pay.

It is necessary that an employee file in these instances, a written statement giving dates and family relationship with the deceased, with the Secretary of the Board, within five (5) school days of absence.

C. MATERNITY AND CHILD CARE LEAVES

Both parties agree that a maternity and temporary leave related to child birth, adoption, or serious family illness is hereby incorporated in this agreement to conform with the New Jersey Family Leave Act.

Requests from staff for leave of absence on account of disability due to pregnancy, childrearing or adoption, shall be granted according to applicable State Law and regulations as well as in conformance with the following guidelines.

Employees who require leave will be granted only an initial leave of up to three (3) months upon request. At the expiration of said leave, upon request of the employee, an extension not to exceed two (2) years will be granted for either (a) for medical reasons substantiated by physician's certification or (b) for child care (in no event shall the extension exceed two years).

An employee shall only be entitled to a leave up to the expiration of her contract. An employee shall not be denied re-employment on the basis that she is pregnant or on leave.

A pregnant employee may be relieved from duty because her work performance has noticeably declined due to health reasons and she cannot obtain a physician's certificate that she is medically able to continue working for other reasons applicable to all employees under Title 18A. No pregnant employee may be relieved from duties solely on the fact that she is pregnant or that her pregnancy has reached a specific number of months.

Extended Leave for Child Care will be considered on an annual school year basis.

D. LEAVES OF ABSENCE WITHOUT PAY

Leaves of absence with full loss of salary, may be granted by the Board for a limited and definite period. No request for a leave of absence will be considered (1) until a written application containing a statement of the reasons for the leave of absence has been filed with the Board Secretary and (2) until the Board Secretary has submitted to the Board, a recommendation with respect to the application. The Board will entertain no application for a leave of absence except for ill health or maternity reasons that will bring the total time for absence on leave, to more than one school year, within three (3) consecutive school years. For the purpose of this section, the full loss of salary shall be calculated on the basis of 1/200th of the employee's annual salary for 10-month employees and 1/240th of the employees annual salary for 12-month employees.

E. JURY DUTY

The Board of Education hereby permits personnel covered under the terms and conditions of this agreement to serve on jury duty when called upon to do so, and agrees to pay them their regular salary in full for the duration of the jury duty. When it is harmful to the administration of schools, request for exemption should be made. Notice to serve on duty shall be submitted to the Supervisor of Transportation.

ARTICLE VIII

TERMINAL PAY ON BASIS OF SICK LEAVE

Any employee with fifteen (15) years or more of consecutive service with the Irvington Board of Education, may, upon voluntary termination of employment, receive the following compensation:

15 years - \$40.00 per day -- 100 days
 20 years - \$50.00 per day -- 120 days
 25 years - \$60.00 per day -- 130 days

ARTICLE IX

VACATION SCHEDULES

The following vacation schedules shall be applicable to twelve-month employees only. Employees required to work on a twelve-month schedule, shall receive an annual vacation in accordance with the following schedule.

1. Employees having worked for the Board for a continuous period of not more than one year, as of June 30th of any year, shall receive a vacation, with pay, at the regular rate of one (1) working day for each month of continuous service, exclusive of the first two months of such service.

| | | | |
|----|------------|------------------------|-----------------|
| 2. | 1 year - | less than 5 years ... | 10 working days |
| | 5 years- | less than 15 years ... | 15 working days |
| | 15 years - | less than 25 years ... | 20 working days |
| | 25 years - | and over | 25 working days |

3. All vacations shall be taken on consecutive days unless the Board of Education and the employee agree on a division of the vacation time. All unused vacation time must be taken in the following annual period. No accumulated vacation periods will be allowed after one (1) year from the date of the accrual of vacation.

ARTICLE X

1. INSURANCE PROTECTION - PRESCRIPTION PLAN - DENTAL PLAN

The Board agrees to pay 100% of the premium cost of a health plan (Bollinger) or equivalent, including a \$2.00 co-pay prescription plan and dental plan for all full time employees covered by this agreement and their immediate families (spouse and eligible children), following ninety (90) days of consecutive employment with the Irvington School District. Employees who wish to avail themselves of the aforesaid insurance coverage must make application for coverage to the Board for themselves and for all eligible members of their family who wish to be covered by insurance.

In the event a new employee has no coverage and wishes to make application for health coverage, during their first ninety (90) days of employment, the premium to be paid by employee shall be at the group rate.

2. RETIREMENT BENEFITS

Any employee covered under the terms of this agreement, who retires after twenty-five (25) years of consecutive employment with Irvington School District shall be entitled to fully paid health benefits (excluding dental). The employees' surviving spouse, if enrolled prior to the employee retirement shall be entitled to health retirement benefits (excluding dental), premium paid 100% by the Board.

Any employee covered under the terms of this agreement, who retires after twenty (20) years of consecutive employment with Irvington School District, and has attained the age 65 or over at the time of retirement shall be entitled to a fully paid health benefits (excluding dental). The employee's surviving spouse if enrolled prior to the employee retirement shall be entitled to a retirement benefit with the premium paid 100% by the Board.

ARTICLE XI

AUTHORIZATION FOR DEDUCTIONS

Deductions for payment of dues; authorization; withdrawal. Whenever any person holding employment, whose compensation is paid by this State or by any County, Municipality, Board of Education or authority in this State or by any Board, Body, Agency or Commission thereof, shall indicate in writing to the proper disbursing officer, his desire to have any deductions made from his compensation for the purpose of paying the employee's dues on a bonafide employee organization, designated by the employee in such request, and of which said employee is a member, such disbursing officer shall make such deduction from the compensation of such person and such disbursing officer shall transmit the sum so deducted to the employee organization designated by the employee in such request.

ARTICLE XII

GRIEVANCE PROCEDURE

(A) DEFINITIONS

1. The term "grievance" means a complaint by any employee or group of employees that, as to them, there has been an inequitable, improper or unjust application, interpretation or violation of this agreement.

2. The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

(a) The failure or refusal of the Board to renew a contract of an employee.

(b) In matters where a method of review is prescribed by law, or by any rule, regulation or by-law of the State Commissioner of Education or the State Board of Education.

(c) In matters where the board is without authority to act.

(d) In matters involving the sole and unlimited discretion of the Board.

3. The term "employee" shall mean any regularly employed individual who is a member of the negotiating unit as set forth in Article I herein.
4. The term "representative" shall include any organization, agency or person or designated by any employee or any group of employees, or by the Association or the Board, to act on its or their behalf and to represent it or them.
5. The term "immediate" supervisor shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.
6. The term "party" means an aggrieved employee who may be affected by the determination of the Supervisor or the School Business Administrator in connection with the procedure herein established.

(B) PROCEDURE

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he/she would reasonably be expected to know of its occurrence. Failure to act within the said thirty (30) days shall be deemed to constitute an abandonment of the grievance and the grievance shall be barred.
2. Any employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his/her own appeal, or to designate an authorized representative of the Irvington Transportation Association to appear with, and represent him/her at any step of his appeal. A minority organization shall not have the right to present or process a grievance,
4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

5. In the event a grievance should be filed by any employee who is not subject to the jurisdiction of the Supervisor of Transportation, or who may be answerable to more than one person, he/she shall discuss his/her grievance initially with the School Business Administrator and if dissatisfied with the determination, may appeal to the Board in accordance with the provisions herein set forth.

6. In any case, where a grievance is based upon the direct order, ruling or determination of the School Business Administrator, the aggrieved employee may appeal directly to the Board within ten (10) school days of the issuance of said order, ruling or directive, or within ten (10) days of the time when same has been brought to the employee's attention, by filing with the Secretary of the Board, a writing setting forth:

- (a) The order, ruling or determination complained of;
- (b) The basis of the complaint;
- (c) A request for a hearing if a hearing is desired;
- (d) A precise description of the provisions of this contract alleged to have been violated;
- (e) A specific description of the relief requested.

A copy of the writings set forth above shall be served upon the Supervisor of Transportation and the School Business Administrator, one of which shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.

7. Upon receipt of a grievance filed under the provisions of Paragraph 6, the procedure shall be set forth in levels 2, 3, 4 and 5 of this agreement.

8. All employees who are members of the bargaining unit as set forth in Article I herein, shall be entitled to resort to the full procedure hereinabove set forth.

9. No grievance proceedings shall be scheduled during working hours.

(C) LEVELS

1. An employee shall first discuss his grievance orally with his immediate Supervisor. A decision shall be rendered within three (3) school days of said hearing. The said immediate Supervisor shall make a record of the time and date of his discussion and a copy delivered to the grievant.

2. If the grievance is not resolved to the employee's satisfaction within three (3) school days from the determination referred to in Level 1., the employee shall submit his/her grievance in writing, specifying in detail, the following paragraphs, with copies to be submitted to the Supervisor of Transportation and to the School Business Administrator:

- (a) The nature of the grievance;
- (b) The results of the previous discussion;
- (c) The basis of his dissatisfaction with the determination;
- (d) A precise description of the provisions of this contract alleged to have been violated;
- (e) A specific description of the relief requested.

3. Within five (5) school days from the receipt of the written grievance, (unless a different period is mutually agreed upon) the School Business Administrator or Supervisor shall in writing, advise the employee and his representative, if there be one, of the determination.

4. In the event of a failure of the Supervisor or School Business Administrator to act in accordance with the provisions of Level 3, and/or in the event a determination be either one, in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party within ten (1) days of the determination, may appeal to the Board of Education.

Where an appeal is taken to the Board, there shall be submitted by the appellant:

- (a) The writings set forth in Levels 2 & 3 and a further statement, in writing, setting forth the appellant's dissatisfaction with the Supervisor's or the School Business Administrator's action. A copy of said statement shall be furnished to the Supervisor, the School Business Administrator and to the adverse party.

If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests in writing, a hearing shall be held by the Board or a committee of three (3) or more Board Members designated by the Board.

The Board, or said committee, shall make a determination within ten (10) calendar days from the receipt of the grievance and shall, in writing, notify the employee, his representative, if there be one, the Supervisor and the School Business Administrator, of its determination. This time period may be extended by mutual agreement of the parties.

5. If the aggrieved person is not satisfied with the deposition of his grievance at Level 4, or if no decision has been rendered within ten (10) school days after he/she has first met with the Board, or the committee, whichever is sooner, requests in writing, that the Association submit his/her grievance to arbitration, a copy of said request shall be submitted to the Board within the aforementioned times specified.

If the Association determines that the grievance is meritorious and that submitting it to arbitration is the best interest of the employee and the school system, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person. Failure to act within the time specified in this paragraph shall be deemed to constitute an abandonment of the grievance.

The arbitrator shall be selected in accordance with PERC procedures.

The cost of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Board and the Association.

The decision of the Arbitrator shall be final and binding on the parties.

The arbitrator shall be without authority to add to, delete from, or in any way modify the express terms and conditions set forth in this agreement, or to rule in any way that is contrary to law.

ARTICLE XIII

MISCELLANEOUS

1. Nothing contained herein shall be construed to deny or restrict to any employee, such rights as he may have under the New Jersey School Laws, or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
2. This agreement shall not be modified in whole, or in part, by the parties except by an instrument, in writing, duly executed by both parties.
3. All employees are required to comply with the statutory health requirements and to submit to the medical examinations as provided by law, as a condition of continued employment.
4. When such interpretation is appropriate, any work denoting gender used herein shall include all persons, and words used in the singular, shall include the plural.
5. The Supervisor of Transportation or the School Business Administrator are empowered to summarily order off the school premises/vehicles any employee who reports to work in an unfit condition, or if he/she violates any of the foregoing rules, or is guilty of neglect or misbehavior.
6. The Board, for just cause, may terminate the employment, discharge, dismiss or suspend said employee or reduce his/her compensation. All subject to the provisions of the grievance procedure of this agreement.
7. In the event an employee expects to be absent, he/she shall telephone the Supervisor of Transportation not later than 6:30 a.m. of the day of such absence.

ARTICLE XIV

NOTIFICATION OF SICK DAYS

The Board agrees to report to each employee their accumulated unused sick time, each year prior to October 1st.

ARTICLE XV

UNIFORMS

1. The Board agrees to provide, at no cost to the school bus drivers and aides, one hooded sweat jacket and a choice of winter or spring jacket annually, with selection and recommendation from an appropriate employee committee. All other employees shall receive uniforms similar to those provided to the Irvington School janitors. The Board will attempt to provide all uniforms by November 1 or within sixty days of hire.

2. Mechanics and maintenance employees shall annually receive two (2) summer weight and two (2) winter weight uniforms. They shall annually be reimbursed for one (1) pair of safety shoes.

ARTICLE XVI

SCHOOL BUS AIDES

School Bus Aides, steadily employed on a contract basis, shall be entitled to applicable benefits as defined in this agreement, providing the Aide is employed on a four (4) hour basis or more.

ARTICLE XVII**ATTENDANCE BONUS SYSTEM**

The following attendance bonus system shall apply for all employees covered under the terms and conditions of this agreement:

- (a) 0 to 2 absences in the school year the employee shall receive 40 hours bonus pay at the employee's regular hourly rate. Payment to be made after the close of the school year.
- (b) 3 to 5 absences in the school year the employee shall receive 20 hours bonus pay at the employee's regular hourly rate. Payment to be made after the close of the school year.
- (c) For the purpose of computing bonus days, all absenteeism shall be included in calculations with the exception of approved Workers' Compensation days, approved personal business days, approved funeral leaves, vacation days entitlement and jury duty.

ARTICLE XVIII

SPECIAL TRIPS

Assigned Special Field trips and Extra Curricular Trips

1. a. Such trips shall be assigned in the order of the employee's seniority in the district, with the most senior person being asked first and so forth. A rotating list, kept in order of seniority, shall be used for purposes of these trips. Employees who have not taken trips shall be asked before those who already have taken trips. Employees who do not want to work Special field Trips may ask to have their names removed from the rotating list. The intention of the rotating list is to equalize the trips as much as possible among employees.

Special assigned field trips shall be paid according to Schedule A.

b. Special assigned field trips shall be determined at a flat rate, depending on the distance and time of the assigned trip. The trip shall be determined by the Transportation Supervisor and the assigned employee. It is further agreed that the rate agreed shall include the cost of lunch.

c. Details concerning who was assigned, the amounts paid, and the hours of extra trips shall be made available to the Association.

2. Any school bus driver who has three (3) or more years of service with the Irvington School District, and who fails to have his/her school bus driver's license reissued, due to reasons of health or failure to pass the required examination, shall be offered another position with the Irvington School District, providing there is an opening and with the further provision that the employee meets the qualifications to fulfill the vacant position. It is further agreed that the Board of Education has the sole right to make the final determination in this matter.

3. Overtime

a. The Board agrees that a rotation program for overtime for school bus drivers shall be established and the Board further agrees to adhere to this policy, providing there is no disruption in the scheduling and transporting of pupils.

b. (Probationary Status) No new employee shall be offered overtime work for the first ninety (90) days of employment in the district unless no other non-probationary employee is available.

c. In the event a dispute arises between the Transportation Supervisor and the employee in the matter of assigned special overtime school run, the matter shall be referred to the School Business Administrator who shall render a decision and said decision shall be binding and not grievable.

4. Middle Runs

Middle Runs shall be assigned using the method used to assign Regular Special Field Trips. However, those employees whose regular runs conflict with a middle run assignment shall not be eligible for the middle run.

5. Summer Runs

a. Summer employment for various school runs shall be posted prior to the close of the regular school year, no later than June 30. Employees assigned to these special runs, shall be selected on the basis of classification and seniority in the district with the most senior getting the longest runs. Ties shall be broken by reference to alphabetical order. If a dispute arises by an employee over the selection of the summer runs, said dispute shall be referred to the School Business Administrator for final decision. In any event, the dispute shall not be arbitrable under the terms and conditions of the grievance procedure set forth in this agreement.

b. Only Bus Drivers and Attendants who are assigned regular summer runs will be eligible for Special Summer Field Trips and Extra Curricular Trips. They shall be assigned in the same manner as that used for regular school years special field trips and extra curricular trips. However, when an employee's regular summer run conflicts with the special run, that employee will not be eligible for assignment to that Special run.

c. Regular Summer Runs shall be paid at the regular school year hourly rate.

6. **Bus Inspection Runs:** When a bus is taken for State inspection by a regular driver, that person shall be compensated at the regular hourly rate. Employees shall be assigned in the same manner as that used for middle runs.

7. **Meetings**

a. The Board agrees that Department Transportation shall conduct a minimum of two safety meetings during the school year including a course on the defensive driving.

b. If school bus drivers and aides are required to attend the safety meetings scheduled after the close of the regular day, they shall be compensated at their pro rata hourly rate.

c. All drivers and aides shall be required to attend an organizational meeting scheduled prior to the opening of schools. In the event the scheduled meeting is held prior to September 1st, of the school year, the employee shall be paid their current hourly rate. In the event the scheduled meeting is held on or after September 1st, of the school year and the employee fails to attend for any reason whatsoever, the employee shall have his/her salary deducted by one days pay. It shall be the responsibility of the Supervisor of Transportation to serve a minimum of five (5) calendar days prior notice to the employees required to attend.

8. **Licenses:** The cost of bus driver license renewal for existing employees shall be paid by the Board whenever necessary as required by the State.

ARTICLE XIX
SALARY GUIDES

1992-3

| STEP | MECHANICS | M-D-A |
|------|-----------|---------|
| 1 | \$27197 | \$15197 |
| 2 | \$28073 | \$16073 |
| 3 | \$29019 | \$17019 |
| 4 | \$30040 | \$18040 |
| 5 | \$31047 | \$19047 |
| 6 | \$32056 | \$20056 |
| 7 | \$33064 | \$21064 |
| 8 | \$33827 | \$21827 |
| 9 | \$35081 | \$24081 |

DRIVERS TYPE I 1992-3

| STEP | RATE | 4 | 4.5 | 5 | 5.5 | 6 |
|------|---------|---------|---------|---------|---------|---------|
| 1 | \$8.99 | \$7190 | \$8089 | \$8988 | \$9887 | \$10786 |
| 2 | \$9.33 | \$7468 | \$8401 | \$9335 | \$10268 | \$11201 |
| 3 | \$9.85 | \$7879 | \$8864 | \$9849 | \$10834 | \$11819 |
| 4 | \$10.38 | \$8308 | \$9346 | \$10385 | \$11423 | \$12461 |
| 5 | \$11.00 | \$8803 | \$9904 | \$11004 | \$12104 | \$13205 |
| 6 | \$11.79 | \$9433 | \$10612 | \$11792 | \$12971 | \$14150 |
| 7 | \$13.15 | \$10517 | \$11831 | \$13146 | \$14461 | \$15775 |
| 8 | \$14.49 | \$11592 | \$13041 | \$14490 | \$15939 | \$17388 |

DRIVERS TYPE II 1992-3

| STEP | RATE | 4 | 4.5 | 5 | 5.5 | 6 |
|------|---------|---------|---------|---------|---------|---------|
| 1 | \$7.94 | \$6350 | \$7144 | \$7938 | \$8732 | \$9526 |
| 2 | \$8.28 | \$6628 | \$7456 | \$8285 | \$9113 | \$9941 |
| 3 | \$8.80 | \$7039 | \$7919 | \$8799 | \$9679 | \$10559 |
| 4 | \$9.33 | \$7468 | \$8401 | \$9335 | \$10268 | \$11201 |
| 5 | \$9.95 | \$7963 | \$8959 | \$9954 | \$10949 | \$11945 |
| 6 | \$10.74 | \$8593 | \$9667 | \$10742 | \$11816 | \$12890 |
| 7 | \$12.10 | \$9677 | \$10886 | \$12096 | \$13306 | \$14515 |
| 8 | \$13.44 | \$10752 | \$12096 | \$13440 | \$14784 | \$16128 |

BUS AIDES 1992-3

| STEP RATE | 4 | 4.5 | 5 | 5.5 | 6 |
|------------------|----------|------------|----------|------------|----------|
| 1 \$7.84 | \$6270 | \$7054 | \$7838 | \$8622 | \$9406 |
| 2 \$8.08 | \$6468 | \$7276 | \$8085 | \$8893 | \$9701 |
| 3 \$8.50 | \$6799 | \$7649 | \$8499 | \$9349 | \$10199 |
| 4 \$8.83 | \$7068 | \$7951 | \$8835 | \$9718 | \$10601 |
| 5 \$9.20 | \$7363 | \$8284 | \$9204 | \$10124 | \$11045 |
| 6 \$9.44 | \$7553 | \$8497 | \$9442 | \$10386 | \$11330 |
| 7 \$10.25 | \$8197 | \$9221 | \$10246 | \$11271 | \$12295 |

SALARY GUIDES

1993-4

| STEP | MECHANICS | M-D-A |
|------|-----------|---------|
| 1 | \$28350 | \$16850 |
| 2 | \$29263 | \$17763 |
| 3 | \$30249 | \$18749 |
| 4 | \$31314 | \$19814 |
| 5 | \$32363 | \$20863 |
| 6 | \$33415 | \$21915 |
| 7 | \$34466 | \$22966 |
| 8 | \$35261 | \$23761 |
| 9 | \$36568 | \$25068 |

DRIVERS TYPE I 1993-4

| STEP RATE | 4 | 4.5 | 5 | 5.5 | 6 | |
|-----------|---------|---------|---------|---------|---------|---------|
| 1 | \$9.37 | \$7498 | \$8435 | \$9372 | \$10309 | \$11246 |
| 2 | \$9.73 | \$7781 | \$8754 | \$9727 | \$10699 | \$11672 |
| 3 | \$10.27 | \$8215 | \$9242 | \$10269 | \$11295 | \$12322 |
| 4 | \$10.82 | \$8657 | \$9739 | \$10821 | \$11903 | \$12985 |
| 5 | \$11.47 | \$9174 | \$10321 | \$11468 | \$12614 | \$13761 |
| 6 | \$12.29 | \$9833 | \$11062 | \$12291 | \$13520 | \$14749 |
| 7 | \$13.71 | \$10967 | \$12338 | \$13709 | \$15080 | \$16451 |
| 8 | \$15.11 | \$12085 | \$13595 | \$15106 | \$16616 | \$18127 |

DRIVERS TYPE II 1993-4

| STEP RATE | 4 | 4.5 | 5 | 5.5 | 6 | |
|-----------|---------|---------|---------|---------|---------|---------|
| 1 | \$8.22 | \$6578 | \$7400 | \$8222 | \$9044 | \$9866 |
| 2 | \$8.58 | \$6861 | \$7719 | \$8577 | \$9434 | \$10292 |
| 3 | \$9.12 | \$7295 | \$8207 | \$9119 | \$10030 | \$10942 |
| 4 | \$9.67 | \$7737 | \$8704 | \$9671 | \$10638 | \$11605 |
| 5 | \$10.32 | \$8254 | \$9286 | \$10318 | \$11349 | \$12381 |
| 6 | \$11.14 | \$8913 | \$10027 | \$11141 | \$12255 | \$13369 |
| 7 | \$12.56 | \$10047 | \$11303 | \$12559 | \$13815 | \$15071 |
| 8 | \$13.96 | \$11165 | \$12560 | \$13956 | \$15351 | \$16747 |

| BUS AIDES | | TYPE II 1993-4 | | | | |
|-----------|---------|----------------|--------|---------|---------|---------|
| STEP | RATE | 4 | 4.5 | 5 | 5.5 | 6 |
| 1 | \$8.07 | \$6458 | \$7265 | \$8072 | \$8879 | \$9686 |
| 2 | \$8.33 | \$6661 | \$7494 | \$8327 | \$9159 | \$9992 |
| 3 | \$8.72 | \$6975 | \$7847 | \$8719 | \$9590 | \$10462 |
| 4 | \$9.07 | \$7257 | \$8164 | \$9071 | \$9978 | \$10885 |
| 5 | \$9.47 | \$7574 | \$8521 | \$9468 | \$10414 | \$11361 |
| 6 | \$9.74 | \$7793 | \$8767 | \$9741 | \$10715 | \$11689 |
| 7 | \$10.69 | \$8551 | \$9620 | \$10689 | \$11758 | \$12827 |

ARTICLE XX

ALTERATION OF AGREEMENT

No agreement or amendment shall be binding on any of the parties hereto, unless such agreement is made and executed in writing between the parties.

ARTICLE XXI

REDUCTION IN FORCES OR ABOLISHING A POSITION

In accordance with the policy of the Board of Education to deal fairly with any member of this bargaining unit affected by a reduction in force, or the abolishment of a position, the following guidelines shall be followed:

- (1) Employees affected by a reduction in force will be those employees who have the least amount of continuous service with the Board of Education.
- (2) In the event a job opening occurs following a reduction in forces, employees affected by the reduction in force shall be recalled in the inverse order of seniority, in their job category, or according to qualification to perform the job.
- (3) In the event a position is abolished, that employee so affected, shall have the right to exercise their seniority providing they can perform the job they are applying for and further providing they have more seniority than the employee to be replaced.

ARTICLE XXII

REPRESENTATION FEE

A. PURPOSE OF FEE

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

B. AMOUNT OF FEE

1. Notification - Prior to the beginning of each membership year, the

Association will notify the Board, in writing, the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members shall not exceed 85% of that amount.

2. Legal Maximum - In order to adequately offset the per capita of the services rendered by the Association as majority representative, the representation fee should be equal in the amount of the regular membership dues, initiation fees and the assessments charged by the Association to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law.

C. DEDUCTION AND TRANSMISSION FEE

1. Notification - Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board, a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule - 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) 15 calendar days after receipt of the aforesaid list by the Board; or

b) 45 calendar days after the employee begins 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 15 calendar days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment - If an employee who is required to pay a

representation fee terminates employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

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

5. New Employees - On or about the 1st day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who were actively employed in a bargaining unit position, as defined in this agreement, during the preceding 30-day period. The list will include names, job titles, and dates of employment for all such employees.

4. Save Harmless - It is specifically understood and agreed that the Irvington Education Association and its parent organization (N.J.E.A.) shall indemnify and hold the Irvington Board of Education harmless against any and all claims, demands, suits and other forms of 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 Irvington Board of Education in conformance with this provision.

ARTICLE XXIII
ASSOCIATION RIGHTS

A. Negotiation of Successor Agreement - The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement with any organization other than the Association for the duration of the Agreement.

B. The Board and the Association agree that the Association shall have the right to use school buildings at reasonable times for meetings and other Association activities within the provisions of the Board rules and regulations. Said use to be with the prior approval of the School Business Administrator Secretary.

C. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

D. A representative of the Transportation group shall be released from work one half hour prior to the end of the work day without loss of pay to attend the monthly I. E. A. Executive Meeting with prior approval of the Director of Transportation.

E. No employee shall be prevented from wearing pins or other identifications of membership in the Association or its affiliates.

F. There shall be scheduled for a minimum of twice a school year, a meeting with the representatives of the Association (not to exceed 5 members) and the Supervisor and the Assistant Supervisor of Transportation for the purpose of discussing rules and regulations, pending grievances, interpretation of this contract or any other agenda items.

G. Whenever any employee is required to appear before the Superintendent, Board, Administration or any committee, or member thereof, concerning any matter which could adversely affect the continuation of the employee in his/her position, employment, of the salary or any increments pertaining thereto, said employee shall be entitled to have a representative of the Association advise him/her and represent him/her during such meeting or interview and to any other notice requirements provided by N. J. S. A. 18A: 25:-7.

I.E.A. TRANSPORTATION TRIP STIPENDS - SCHEDULE A

1991-2

| Hourly trips | Day | Rate |
|--------------|------------|--------------------|
| 2.0 - 3.0 | Mon.- Fri. | \$42.75 |
| | Sat.- Sun. | \$45.00 |
| 3.5 - 4.0 | Mon.- Fri. | \$57.00 |
| | Sat.- Sun. | \$60.00 |
| 4.5 - 5.0 | Mon.- Fri. | \$71.25 |
| | Sat.- Sun. | \$80.00 |
| 5.5 - 6.0 | Mon.- Fri. | \$85.50 |
| | Sat.- Sun. | \$90.00 |
| Outdoor Camp | | \$60.00 |
| New York | | \$15.00 (per hour) |
| Thanksgiving | | \$15.00 (per hour) |
| Tournaments | | \$14.25 (per hour) |

1992 - 3

| Hourly trips | Day | Rate |
|--------------|------------|---------|
| 2.0 - 3.0 | Mon.- Fri. | \$46.04 |
| | Sat.- Sun. | \$48.47 |
| 3.5 - 4.0 | Mon.- Fri. | \$61.39 |
| | Sat.- Sun. | \$64.62 |
| 4.5 - 5.0 | Mon.- Fri. | \$76.74 |
| | Sat.- Sun. | \$86.16 |
| 5.5 - 6.0 | Mon.- Fri. | \$92.08 |
| | Sat.- Sun. | \$96.93 |

| | |
|--------------|--------------------|
| Outdoor Camp | \$64.62 |
| New York | \$16.16 (per hour) |
| Thanksgiving | \$16.16 (per hour) |
| Tournaments | \$15.35 (per hour) |

1993-4

| Hourly trips | Day | Rate |
|--------------|------------|----------|
| 2.0 - 3.0 | Mon.- Fri. | \$49.24 |
| | Sat.- Sun. | \$51.84 |
| 3.5 - 4.0 | Mon.- Fri. | \$65.66 |
| | Sat.- Sun. | \$69.11 |
| 4.5 - 5.0 | Mon.- Fri. | \$82.07 |
| | Sat.- Sun. | \$92.15 |
| 5.5 - 6.0 | Mon.- Fri. | \$98.48 |
| | Sat.- Sun. | \$103.67 |

| | |
|--------------|--------------------|
| Outdoor Camp | \$69.11 |
| New York | \$17.28 (per hour) |
| Thanksgiving | \$17.28 (per hour) |
| Tournaments | \$16.42 (per hour) |

AGREEMENT BETWEEN:

THE IRVINGTON BOARD OF EDUCATION

AND

IRVINGTON EDUCATION ASSOCIATION

TRANSPORTATION

This agreement shall become effective on the first day of July, 1992 and shall remain in full force for a period of two years and shall expire on the 30th day of June, 1994.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed and have set their hands and seal thereto, executing this agreement by their duly authorized agents this 6th day of December, 1993.

IRVINGTON EDUCATION ASSOCIATION
TRANSPORTATION

BY: Nancy Gesek

, President

THE IRVINGTON BOARD OF
EDUCATION

BY: [Signature]

, President

ATTEST:
[Signature]

John D'Angelo, Secretary