

Agreement  
between the  
BOARD OF EDUCATION OF THE TOWNSHIP OF WAYNE  
and the  
LOCAL 11, AFFILIATED WITH THE  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
for  
SCHOOL YEARS  
2004-2005  
2005-2006  
2006-2007

Effective July 1, 2004

Approved by the Wayne Township Board of Education:

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LOCAL 11, I.B.T / WAYNE BOARD OF EDUCATION

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PREAMBLE

THIS Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ , 2005, by and between the BOARD OF EDUCATION OF THE TOWNSHIP OF WAYNE, located at 50 Nellis Drive, Wayne, New Jersey, hereinafter referred to as "the Board", and LOCAL 11, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, located at 810 Belmont Avenue, North Haledon, New Jersey, hereinafter referred to as "the Union".

NOW, THEREFORE, in consideration of the mutual terms and conditions herein contained, it is agreed between the parties as follows:

ARTICLE I  
RECOGNITION

The Board recognizes the Union as the sole and exclusive representative for collective negotiations concerning terms and conditions of employment and grievances for all van and bus drivers employed by the Board.

ARTICLE II  
LETTER OF DISCIPLINE/EMPLOYEE EVALUATION

A. LETTER OF DISCIPLINE

No letter of discipline will be incorporated in the permanent personnel file of the Board unless such employee is first afforded opportunity to acknowledge same by signature. An employee may write a statement, expressing his/her point of view in regard to the above letter of discipline, provided this statement is written and filed with the Transportation Supervisor within five (5) working days after the employee was permitted to read and acknowledge the original letter of discipline.

B. EMPLOYEE EVALUATION

Evaluation is herein defined as the overall performance of an employee in his/her job function. Each employee shall be given a copy of any written evaluation report prior to its inclusion in the employee's permanent file. Such written report shall not be placed in the employee's file without the employee first having been offered an opportunity for a conference with the evaluator.

ARTICLE III  
EMPLOYEE RIGHTS AND PRIVILEGES

No employee shall be disciplined, reprimanded, reduced in rank or deprived of any professional advantage without just cause.

ARTICLE IV  
UNION RIGHTS AND PRIVILEGES

- A. Representatives of the Union shall be permitted to transact official Union business on school property with prior approval at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Use of facilities will be requested through normal administrative procedures.
- B. Shop Steward
1. The Union may appoint one of its accredited members to act as Shop Steward. It shall be his/her duty to receive complaints, and dispose of them in the manner provided under the grievance and arbitration procedures set forth in this Agreement. It is the intention of the parties hereto that the Shop Steward will, to the best of his/her ability, attempt to carry out the terms, provisions, and intentions of this Agreement, and toward that end will cooperate with the Board and its administrators and other representatives to the fullest extent. It is understood, however, that the Shop Steward shall have no authority of any kind save that given under this Agreement.
  2. The Shop Steward shall not be discriminated against because of his/her faithful performance of his/her duties as such.
  3. The authority of the Shop Steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
    - a) The investigation and presentation of grievances in accordance with the provisions of this Agreement;

- b) The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers, provided such messages and information:
  - i) have been reduced to writing; or
  - ii) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, or other interference with normal school operations.
- 4. Shop Stewards may, upon request and approval, be granted release time from their regular workday of reasonable duration to investigate, present, and process grievances on the Board's property, without loss of time or pay. Approval shall not be unreasonably withheld.
- 5. One Shop Steward or his/her designated alternate may, upon request and approval, be permitted to attend arbitration hearings which occur during the regular work day without loss of pay. Approval shall not be unreasonably withheld.
- 6. The Board agrees to allow, upon request and approval, reasonable time for the Shop Steward or the designated alternate to hand out Union receipts, communications, etc., which have been sent by the Union office to be distributed to its members, at a time designated by the Board so as not to disrupt normal school operations.

ARTICLE V  
GRIEVANCE PROCEDURES

A. DEFINITION

A grievance is a claim by an employee, a group of employees or the Union of a violation, misinterpretation or misapplication of any provision of this Agreement, administrative decisions or Board Policy affecting terms and conditions of employment.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Level One - Transportation Supervisor

- a) An employee or representative of the Union, hereinafter known as the Grievant, shall first discuss the grievance with the Transportation Supervisor with the objective of resolving the matter informally. The grievance must be presented within ten (10) work/school days after the grievant could have reasonably known of the event which occasioned the grievance.
- b) If Agreement cannot be reached or if no decision is rendered within ten (10) work/school days, the grievance shall be filed, in writing, within ten (10) additional work/school days with the Transportation Supervisor. The Transportation Supervisor shall respond, in writing,



within five (5) work/school days after receiving the grievance.

2. Level Two - Business Administrator

If Agreement cannot be reached at Level One or if no decision is rendered within five (5) work/school days, the grievance shall be filed, in writing, within five (5) work/school days with the Business Administrator. The Business Administrator shall, within five (5) work/school days, hold a conference with the grievant, the grievant's authorized representative, a representative of the Union, the Transportation Supervisor and any other parties of interest. The Business Administrator shall render a written decision, addressing the grievance within ten (10) work/school days of the conference.

3. Level Three - Superintendent

If agreement cannot be reached at Level Two, or if no decision is rendered within five (5) work/school days, the grievance may, within ten (10) work/school days, be filed with the Superintendent of Schools. The Superintendent of Schools shall, within five (5) work/school days, hold a conference with the previous parties to the grievance and any other parties of interest. The Superintendent of Schools shall render a written decision, addressing the grievance, within ten (10) work/school days of the conference.

4. Level Four - Board of Education

If agreement cannot be reached at Level Three, or if no decision is rendered within five work/school (5) days, the grievance may, within ten (10) work/school days, be filed with the Board of Education. The Board, or a committee thereof, shall within ten (10) work/school days hold a conference with

the parties to the grievance and any other parties of interest. The Board shall render a written decision, addressing the grievance, with ten (10) work/school days of the conference.

5. Level Five - Arbitration

- a) If the aggrieved party/parties is/are not satisfied with the disposition of the grievance at Level Four, or if no decision has been rendered within ten (10) work/school days of the hearing, the Union may submit the grievance to arbitration within fifteen (15) work/school days.
- b) Within ten (10) work/school days after such written notice of submission to arbitration, the Board and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator to obtain such a commitment within the ten (10) days, a request for a list of arbitrators may be made to the Public Employment Relations Commission (P.E.R.C.) by either party. The parties shall then be bound by the rules and procedures of P.E.R.C. in the selection of the arbitrator.
- c) The arbitrator so selected shall confer with the representative of the Board and hold hearings promptly and shall issue an award as soon as possible after close of hearing, but not more than forty-five (45) days thereafter or such other time for date of award that the arbitrator shall fix upon written notice to the parties. The award of the arbitrator shall be in writing and served simultaneously on the parties, with a copy to the Public Employment Relations Commission. The arbitrator may, upon mutual agreement of the parties, submit the award without written opinion. The arbitrator shall be

without power or authority to make any decision which requires the commission of an act prohibited or which is in violation of the terms of the Agreement, any applicable Board policy, federal or state law or the public interest.

- d) The decision of the arbitrator regarding the violation, interpretation or application of this Agreement shall be advisory and shall not be reviewable by the Public Employment Relations Commission or in any other judicial proceeding.
- e) The cost for 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 Union. Any other expenses incurred shall be paid by the party incurring same.
- f) After review and consideration, the Board shall accept or reject the advisory decision of the Arbitrator at its next regular meeting and shall notify the Union of its decision in writing within five (5) days of its decision.
- g) If, during the life of this Agreement, the Board rejects two (2) Advisory Arbitrator's decisions, then the decision of the Arbitrator in the third, and each subsequent grievance, shall be binding and conclusive on both parties. The procedure set forth in paragraphs (a) through (e) of this Article V, Level Five, shall govern binding arbitration, except that all references to advisory arbitration contained therein shall refer instead to binding arbitration.

h) In no event, whether the arbitration be advisory or binding, shall the Arbitrator have authority to modify, alter, amend or add to the terms of this Agreement.

D. RIGHT OF EMPLOYEE

Nothing herein shall be construed as limiting the right of any employee having a grievance, to discuss the matter informally with any appropriate member of the administration and have the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with terms of this Agreement and that the Union has been given the opportunity to be present at any adjustment.

ARTICLE VI  
MANAGEMENT'S RIGHTS

Except as limited by existing law and the terms of this Agreement, the Board reserves to itself sole jurisdiction and authority:

- A. To direct employees of the school district;
- B. To hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees;
- C. To relieve employees from duty because of lack of work or for other legitimate reasons;
- D. To maintain efficiency of the school district operations entrusted to them;
- E. To determine the methods, means, and personnel by which such operations are to be conducted; and
- F. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE VII  
EMPLOYMENT PROCEDURES

A. EXPERIENCE FACTOR

Initial placement on the salary guide will be non-negotiable and shall be determined by the Board and new employee considering among other things his/her prior experience.

B. NEW EMPLOYEES

All new employees shall be subject to the following provision: Probationary period of sixty (60) days during which time a driver will not be entitled to insurance benefits, personal days, holidays, or any other rights, entitlements, or benefits set forth in this Agreement with the exception of salary as set forth in Article IX(A). At the conclusion of the probationary period of sixty (60) days, if the driver is to be retained, the driver will be eligible for all such benefits prospectively.

C. WORKING HOURS

1. The Board recognizes that the Union is entitled to receive time and work schedules throughout the school year upon which they can reasonably rely. The Board reserves the right to change routes during the year due to population shifts or enrollment changes which will be necessary for the efficient and safe transportation of students throughout the school year. The parties also recognize that it may be necessary for the Board to temporarily alter schedules and/or routes to meet any unforeseen emergency which might arise. Each driver's work day shall be delineated by the starting and ending times for the morning and/or afternoon routes to which s/he has been assigned. Each route shall be posted with its appropriate starting and ending times.

2.
  - a) Employees hired prior to February 1, 1993 shall be guaranteed a minimum of 5 and 1/2 hours each day, 5 days per week, Monday through Friday. In the event an employee in this category works less than 5 and 1/2 hours on a given day, he or she may be assigned additional duties to complete the 5 and 1/2 hour day.
  - b) Employees hired after February 1, 1993 shall only be paid for time actually worked.
  - c) The Board reserves the right to schedule less than 5 and 1/2 hours per day, morning and/or afternoon packages and any pre-February 1, 1993 employee who selects a shorter run than guaranteed in this section C shall only be paid for hours actually worked.
3. Employees who work less than 22 hours per week shall not receive medical benefits.
4. Sunday work, where required, shall be paid at the hourly rate of one and one-half (1 1/2) times the employee's base hourly rate for each hour worked. In no event shall the number of hours worked on Sunday be included in the total number of hours worked during the work week for the purposes of determining entitlement to overtime pay for work in excess of forty (40) hours in the same work week.
5. Employees shall participate in in-service workshops, not to exceed six (6) hours per year, without compensation. The Employer shall give the employees twenty-four (24) hours notice of any in-service workshop.

6. When a mid-day run is cancelled without the employee being notified by the end of their shift on the day prior to the cancellation, the employee shall be paid for one and one-half hours work.
7. When an employee learns upon arrival that a trip scheduled to him/her has been cancelled, the Board will pay him/her no less than two (2) hours pay.
8. The assignment of bus and van summer routes shall be made prior to the end of the school year.
9. The Board will make known to the Union the names of all permanent substitute drivers. The Board shall be entitled to employ three (3) permanent substitute drivers. These employees shall be limited to fifteen (15) hours of work per week. Furthermore, these employees shall be limited to working hours during normal school semesters and shall not work during the summer. Permanent substitute drivers are not covered by ARTICLE I, RECOGNITION, and the terms and conditions of their employment shall be as defined by the Board subject only to the provisions contained in this paragraph.
10. All drivers will be paid according to the times notated on their time cards, which shall be rounded to the nearest minute.
11. At the fall route picking session, a driver who selects both a midday run and a high school run must decide and document, at that time, which run they will work on high school early dismissal days. Once decided, the choice may not be changed without the approval of the Transportation Supervisor.



12. Trips will be assigned by seniority on a rotating basis from the following posted lists: Saturday, Sunday, Returns, and Regular Trips.

ARTICLE VIII  
SENIORITY

- A. Seniority shall be defined as an employee's total length of services driving for the Wayne Board of Education from the latest date of hire (if driver already in possession of a valid New Jersey Bus Driver's License) or when he/she passes the test for bus driver's license.
  
- B. The Board shall maintain a separate seniority list for bus drivers and van drivers. The seniority lists shall be maintained and revised as necessary by the Transportation Supervisor. These lists shall be posted on the bulletin board. A copy of each revised list shall be sent to the Union President within two (2) weeks from the date of revision.
  
- C. The assignment of bus and van routes shall be made in order of seniority prior to the beginning of the school year. This shall occur on the route selection day chosen by the Transportation Supervisor, provided the Union has been given a minimum of two (2) weeks notice of said date. On this date, all drivers present will be given the opportunity to select their routes in order of seniority. Those drivers unavailable when contacted under the selection system utilized, shall not be given this priority. An officer of the Union may be present at the time of selection of routes (without pay).
  
- D. In the event a run becomes vacant, by reason of an employee leaving his or her position as a driver, the run shall be posted for a minimum of three days to afford interested employees an opportunity to apply. The run will be assigned to the most senior applicant within the particular category.
  
- E. Management reserves the right to change routes during the year due to population shifts or enrollment changes which will be

necessary for the efficient and safe transportation of students throughout the school year.

- F. If there is a forced reduction or layoff of any employee, the Employer will lay off starting with the least senior employee first and continue to lay off in the order of seniority. The Shop Steward shall be last for layoff and first to be recalled.

ARTICLE IX  
SALARIES AND OTHER COMPENSATION

A. SALARY GUIDE

1. Any driver hired on or before January 31 and who continued employment for the remainder of the school year, will be eligible for movement to the next salary level upon recommendation of his/her supervisor as of July 1 of the following school year.

2. Salary Guides

The guides represent a 4.0% increase, inclusive of increment, for each of the 2004-2005, 2005-2006 and 2006-2007 school years.

a) Bus Drivers

<u>STEP</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
2	\$17.72	\$18.43	\$19.18
3	\$18.72	\$19.43	\$20.18
4	\$20.48	\$21.19	\$21.94
OG	\$19.31	\$20.60	\$21.94

b) Van Drivers

<u>STEP</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
2	\$16.86	\$17.57	\$18.32
3	\$17.86	\$18.57	\$19.32
4	\$18.99	\$19.70	\$20.45
OG	\$18.24	\$19.32	\$20.45

NOTE: Employees do not advance on these guides. They remain on the same step number for all three years of the Agreement, with the exception of Patricia Lougheed, Yolanda Klein, John Sidor and Nancy Lozosky. Those individuals will be paid off-guide salary rates in

2004-2005 and 2005-2006, pursuant to the parties' agreement. In 2006-2007, they will be placed on Step 4 of the guide that is applicable to their position as a bus driver or a van driver. Should any of these four (4) employees who are currently employed and paid off-guide as a bus driver transfer into a van driver position during the term of this Agreement, or, should any of these four (4) employees who are currently employed and paid off-guide as a van driver transfer into a bus driver position during the term of this Agreement, that employee shall immediately be placed on Step Three of the Salary Guide applicable to the year of the transfer and position transferred into, and shall remain on Step Three for the remainder of the term of this Agreement.

c) Bus and Van Drivers Conversion/Placement Chart  
2003-2004 2004-2005 2005-2006 2006-2007

<u>STEP</u>		<u>STEP</u>		<u>STEP</u>		<u>STEP</u>
2	--->	2	--->	2	--->	2
3	--->	3	--->	3	--->	3
4	--->	4	--->	4	--->	4

- i) A driver's years of service do not necessarily correspond to his/her placement on the guide.
- ii) The Board retains sole discretion to hire new drivers on Step 3 as it may deem necessary.

3. Each unit member shall be paid, pursuant to the provisions of this Agreement, for the hours s/he actually works, except as may be authorized by this Agreement and/or applicable law. The Board reserves exclusive discretion to determine and/or change

the method, scheduling, and/or calculation of salary payments for unit members.

B. OTHER COMPENSATION

1. Unit members required to obtain a Commercial Drivers License in order to function in their assigned position shall be reimbursed for the cost of the C.D.L. test by the Board of Education, only upon initial application.
2. The Board shall reimburse employees for all costs associated with fingerprinting as required every three (3) years or as required by State Law. Such costs will be reimbursed as soon as possible after proof of payment is presented to the Board, but in no case later than sixty (60) days from the date proof of payment is presented to the Board.

ARTICLE X  
RECOGNITION OF DRIVERS

Bus-Van Drivers who have completed fifteen (15) years of service in Wayne shall be awarded Seven Hundred Dollars (\$700.00) in recognition of services rendered. In each case, this amount shall be given in a lump sum to the driver at the time he/she ceases to be employed by the Wayne Public Schools upon actual certified age-service retirement pursuant to the Public Employees Retirement System.

ARTICLE XI  
BENEFITS

Full-time unit members shall be provided insurance coverage in the manner hereinafter provided:

- A. Full-time is hereby defined as twenty-two (22) hours or more per week.
- B. Current full-time unit members shall be provided complete family medical coverage, an individual dental service plan, a prescription plan, and a selected optical plan.
- C. Prescription drug plan with a two dollar (\$2.00) co-pay for individual employees, and their families if eligible. Effective July 1, 2005, the prescription drug plan increases to a ten (\$10.00) co-pay for individual employees, and their families if eligible. Co-payments cannot be claimed for reimbursement under Major Medical.
- D. A deductible of \$200 per person and \$400 per family per year shall apply to all medical expenses payable under the insurance coverages described herein.
- E. Employees shall be covered by the Wayne Select Plan. Under this plan, a Preferred Provider Network ("PPO"), Blue Review and Green Spring Review shall be imposed on health insurance plans offered by the Board to eligible employees and family members. The PPO provides a comprehensive major medical program with IN NETWORK AND OUT OF NETWORK benefits. Blue Review encompasses ancillary hospital and medical appropriateness review. Green Spring Review encompasses mental health and substance abuse pre-admission review and medical appropriateness review.



- F. Any employee who has dependent coverage through his or her spouse's employer (other than the Wayne Township Board of Education) may waive medical, prescription and vision insurance coverages from the Board and shall receive 50% of the single coverage costs. Employees who do not receive medical, prescription or vision coverage may elect to receive dental coverage only. Payment shall be prorated bi-monthly and will be added to the employee's payroll check. The employee shall, however, not be entitled to payment until the effective date of the enrollment change. Employees who elect this option will have the right to re-roll for another coverage, should their family circumstances change. Re-enrollment is subject to the plan's requirements. The effective date of coverage is subject to the plan's requirements.
- G. In the event of a change of insurance carrier or carriers, the coverage provided by the carrier shall be at least as comprehensive and extensive as the initial coverage heretofore provided.
- H. The Board of Education shall provide dental insurance under UCR Fee Program for the individual employee. The Board's maximum contribution shall be the amount required to be paid per year for employee only coverage. Employees shall be allowed to participate in or purchase dental benefits.
- I. Usual and customary rates (UCR) for all coverages.
- J. Vision services, as referred to above, for individual and family are incorporated as part of the Major Medical Program.
- K. The Board shall pay the cost of a Hepatitis-B vaccination for any employee who requests such vaccination, as needed.

L. Employees may elect to purchase temporary disability benefits. It is understood that the employee electing to purchase such coverage shall pay the full cost of such coverage and that the Board's only responsibility is to affect the appropriate payroll deduction authorized by the employee and to transmit said amount to the insurance company.

ARTICLE XII

LEAVES

A. SICK LEAVE

1. Unit members shall be granted twelve (12) sick leave days each school year as of the first official day of the school year, whether or not they report for duty on that day. Of the twelve (12) sick leave days granted to unit members each school year, one (1) full sick leave day may be taken in the form of two (2) one-half (1/2) sick leave days. Unused sick leave shall be accumulated from year to year with no maximum limit in accordance with statutory provisions related thereto as stated in N.J.S.A. 18A:30-2.
2. Unit members employed after July 1 will be entitled to one (1) sick leave day per month of employment up to a maximum of twelve (12) days for that year of employment.
3. Drivers who are sick are required to call Transportation by 6:00 a.m. each day in order to be eligible for a paid sick day. Drivers who are sick and intent to use a one-half (1/2) sick day leave in the afternoon are required to call Transportation by 12:00 p.m. (noon) in order to be eligible for a paid one-half (1/2) sick day leave. If a driver provides a physician's verification, in advance, stating she/he will be absent for health reasons for a certain amount of days, no phone communication is necessary.
4. Drivers shall be paid for the normally scheduled hours they would otherwise have worked on an eligible sick day.
5. Upon actual certified age-service requirement as defined by P.E.R.S., drivers shall be paid for their accumulated sick days at a per diem rate of thirty dollars (\$30), provided they have a minimum of ten (10) years plus one (1) day of

service in the district within the last fifteen (15) consecutive years. The maximum number of accumulated sick leave days payable under this section shall be one hundred (100) days.

B. PERSONAL LEAVE

1. Two (2) compensated personal leave days shall be granted at the discretion of the Transportation Supervisor or his/her designee. These might include:

Family Illness	House Closing	Weddings
Other Good Cause	Legal Business	Household Emergencies
Graduations		

2. Requests for such personal days shall be submitted no less than five (5) working days in advance of the day requested, except in cases of emergency.
3. Only three (3) drivers will be permitted to take a personal day on the same day, except in an emergency. Days will be granted on a first-come, first-served basis.
4. The following shall not be permitted except in cases of emergency:
  - a. Personal days before or after vacation or holidays; and
  - b. Taking half days.
5. Any unused personal leave days shall be accumulative as sick leave days.
6. Drivers shall be paid for the normally scheduled morning and afternoon route hours they would have worked on an approved

personal leave day. Drivers shall be paid for any mid-day routes when personal days are taken.

C. BEREAVEMENT LEAVE

1. All unit members will be granted up to five (5) days in the event of death(s) in the immediate family (unit member's spouse, child, grandchild, parent, grandparent, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law) or for persons residing within the household for which the employee has a family-like responsibility.
2. It is essential, when requesting days of absence under this section to call the Transportation Supervisor, and state the reason as death or funeral and identify the relationship.
3. Drivers shall be paid for the normally scheduled morning and afternoon route hours they would have worked on a bereavement day. Drivers shall be paid for any mid-day routes when bereavement days are taken.

ARTICLE XIII  
HOLIDAYS AND SNOW DAYS

A. HOLIDAYS

1. All drivers shall be granted the following paid holidays as outlined below except when they conflict with the school calendar, or when a holiday falls on a weekend. In such cases, an alternate day will be chosen by the Union.

Columbus Day	New Years' Day
Thanksgiving Day	Martin Luther King Day
Friday after Thanksgiving Day	Good Friday
Christmas Day	Memorial Day

2. If a driver is required to work on one of the above holidays, or alternate day, the driver shall be paid for the amount of the normal guaranteed hours for that day, plus pay for that day.

B. SNOW DAYS

1. Drivers shall be paid for up to three (3) snow days at three (3) hours per day when schools are closed due to inclement weather, or shall be paid for each unused snow day at the end of the school year.
2. The Transportation Supervisor will make every effort to notify drivers by 5:30 a.m. that schools are closed due to a snow emergency or inclement weather.
3. Notwithstanding anything contained in this section to the contrary, the Board may require a sufficient number of drivers, on a rotating basis, to work three (3) hours at two (2) times the drivers' regular rates of pay, on a day that schools are

closed due to inclement weather, to perform duties such as moving vehicles for snow plowing, etc., assigned by the Transportation Supervisor. Assignments shall be made on a rotating basis after giving consideration to volunteers and the ability of the drivers to travel to the district.

ARTICLE XIV  
MISCELLANEOUS PROVISIONS

A. FULLY BARGAINED CLAUSE

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

B. MODIFICATION

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.

C. NONWAIVER

The failure of either party to exercise any right it may have shall not constitute a waiver of that right.

D. TOLLS

When a driver is assigned to a regular run (morning, mid-day, afternoon), field trip or athletic trip that requires payment of tolls, the driver shall be given either tokens, money or an E-Z Pass tag in advance of the trip. The driver shall sign a voucher for any advance of tokens, money or E-Z Pass tag at the time of disbursement from the Board, and shall turn in receipts documenting his/her use of tokens or money and shall return the E-Z Pass tag no later than the end of his/her latest run the



following day. Any toll expenditures not supported with receipts shall be deducted from the driver's salary.

E. DIRECT DEPOSIT

The Employer shall arrange for the direct deposit of an employee's salary upon request.

ARTICLE XV  
CONTRACTING OF BUS AND VAN WORK

In the event the Wayne Board of Education should decide to contract with a private company a portion of or all of the work currently performed by unit members, the Wayne Bus and Van Drivers Union shall be officially informed of the anticipated loss of jobs. In the event of contracting with an outside company, the following shall occur:

- A. As much notice as possible shall be given unit members, in any event no less than sixty (60) days.
- B. Medical benefits shall be extended one month beyond implementation of contracting.
- C. Severance pay of \$50.00 per year of work shall be granted each unit member.

ARTICLE XVI  
REPRESENTATION FEE/CHECK-OFF

A.

1. The Board hereby agrees to deduct from the wages of employees by means of a check-off starting on the 31st day following the date of hire the dues uniformly required by the labor organization pursuant to the provisions of N.J.S. 52:14-15.9E. The Board, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the 2<sup>nd</sup> salary paid to each employee during the month and such deduction made the 1<sup>st</sup> month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.
2. In making the deductions and transmittals as above specified, the Board shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.

B.

1. If an employee does not become a member of the Union during any membership year (from July 1 to the following June 30) which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee commencing the 31st day following the date of hire to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.
2. Prior to the beginning of each membership year, the Union will notify the Employer, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the

Union to its own members for that membership year. The Representation Fee to be paid by non-members will be calculated annually in accordance with the Appeal Board Rules and Regulations, N.J.A.C. 19:17-3.1 *et seq.*, and shall in no event exceed 85% of the regular membership dues.

3. In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the Representation Fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the Representation Fee shall be calculated annually in accordance with the Appeal Board Rules and Regulations, N.J.A.C. 19:17-3.1 *et seq.* and shall in no event exceed 85% of the regular membership dues.
4. Once during each membership year covered in whole or in part by this agreement, the Union will submit to the Board a list of those employees who have not become members of the Union for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the Representation Fee and promptly will transmit the amount so deducted to the Union.
5. The Employer will deduct the Representation Fee in equal installments, as nearly as possible, from the pay checks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first pay check paid:
  - a. 10 days after receipt of the aforesaid list by the Board; or
  - b. 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or

was on layoff, in which event the deductions will begin with the first pay check paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

6. If an employee who is required to pay a Representation Fee terminates his or her employment with the Board before the Union 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 pay check paid to said employee during the membership year in question.
7. Except as otherwise provided in this Article, the mechanics for the deduction of Representation Fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
8. The Union will notify the Board, in writing, of any changes in the list provided for above and/or the amount of the Representation Fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.
9. On or about the last day of each month beginning with the month this agreement becomes effective, the Board will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles, and dates of employment for all such employees. The Board further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.
10. Teamster Local 11 shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34-13A-

5.5(c)and 5.6, and membership in Teamster Local 11 shall be available to all employees in the unit on an equal basis at all times. In the event Teamster Local 11 fails to maintain such a system, or if membership is not so available, the Board shall immediately cease making said deductions.

ARTICLE XVII

TERM

Pursuant to negotiations under the provisions of the New Jersey Public Employer-Employee Relations Act (Chapter 303 Public Laws of 1968) the BOARD OF EDUCATION OF THE TOWNSHIP OF WAYNE (hereinafter "BOARD") and LOCAL 11, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter "UNION") have reached agreement with respect to the terms and conditions of employment.

The term of this Negotiated Agreement between the BOARD and the UNION shall be from July 1, 2004 through June 30, 2007, a three (3) year period encompassing school years 2004-2005, 2005-2006 and 2006-2007.

The Board agrees to initiate negotiations with the Union for a Successor Agreement on or before February 1st of the school year in which this Agreement expires.

Negotiations shall commence with a meeting at a mutually satisfactory place within a reasonable time after receipt of a proposal from the Union.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed by the Board President and the President of Local 11, Affiliated with the International Brotherhood of Teamsters on the date(s) written below.

BOARD OF EDUCATION OF THE  
TOWNSHIP OF WAYNE

WITNESS: \_\_\_\_\_  
Gary Ottmann,  
Board Secretary/  
Business Administrator

By: \_\_\_\_\_  
Ann Mary O'Rourke  
Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS:  
\_\_\_\_\_

LOCAL 11, I.B.T.  
By: \_\_\_\_\_  
Peter McGourty, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_