

**AGREEMENT**

Between

**HUNTERDON COUNTY EDUCATIONAL  
SERVICES COMMISSION**

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 68, 68A, 68B**

**JULY 1, 2005 – JUNE 30, 2008**

## **ARTICLE I – RECOGNITION**

The Hunterdon County Educational Services Commission (HCESC) recognizes Local 68 (Union) as the majority representative for all regularly employed hourly part-time bus drivers and bus monitors of the HCESC (Commission and/or Board of Directors) assigned to the West Orange facility.

## **ARTICLE II – GRIEVANCE PROCEDURE**

The following grievance is hereby established:

- A. If any employee has a problem or complaint, he or she shall discuss it informally with his or her immediate supervisor prior to filing a formal grievance pursuant to the Article.
- B. For the purpose of this Agreement, the term “Grievance” shall mean any dispute between the HCESC and the Union, or between the HCESC and any employee within the bargaining unit, concerning the meaning and application of the provisions of this Agreement.
- C. Grievances to be considered hereunder must be submitted no later than five (5) working days after the alleged grievance has arisen and if not so submitted, shall be waived. Grievance will be handled according to the procedure set forth below.
- D. The grievance shall be submitted by the aggrieved employee to the Transportation Coordinator in writing on a form to be provided by the Union. The HCESC will provide copies of the grievance for the Aggrieved and for the Union.

### **STEP 1:**

The employee and the Union official ( if the employee so desires ) may meet with the Transportation Coordinator for the purpose of discussing the grievance. The Transportation Coordinator shall give his reply within ten (10) working days following presentation of the grievance. If the grievance is not settled at Step 1, the grievance, within five (5) working days, may be referred to Step 2.

### **STEP 2:**

The aggrieved employee and a Union official (if the employee so desires) may meet with the Superintendent or his/her designee for the purpose of discussing the grievance. The Superintendent or his/her designee shall give his reply within ten (10) working days following the meeting.

### **STEP 3:**

If the aggrieved employee is dissatisfied with the response of the Superintendent or his/her designee, then the employee may within five (5) working days submit the grievance in writing to the Board of Directors. The

Board of Directors shall consider the grievance no later than the second Board meeting after receipt and will reply within ten (10) working days, in writing after receipt of the grievance.

**STEP 4 – ARBITRATION:**

In the event that the employee is dissatisfied with the determination of the Board of Directors, the Union shall have the right to submit the grievance to The American Arbitration Association for binding arbitration. Selection of the Arbitrator shall be from a list to be supplied by the American Arbitration Association and selection is to be made by the rules and Regulations of said Board. The decision of the Arbitrator shall be final and binding on the parties. The request for arbitration shall be made no later than twenty (20) working days following the determination of the HCESC Board of Directors. Failure to file within said time period shall constitute a bar to such arbitration unless the Union and the HCESC shall mutually agree upon a longer time period within which to assert such a demand. In the event of arbitration, the costs of the Arbitrator’s services shall be shared equally by the Union and the HCESC.

**ARTICLE III – SALARY**

The current hourly rate shall be increased as follows:  
Three (3) Year contract:

**A. Drive Time**

<u>Levels</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
<b>Start Pay</b>	\$ 15.00	\$ 15.15	\$ 15.25
From – To	After 1/1/05	After 1/1/06	After 1/1/07
<b>Level 1 (Yrs. 2 &amp; 3)</b>	\$ 15.40	\$ 15.80	\$ 16.20
From – To	7/1/03-12/30/04	7/1/04-12/30/05	7/1/05-12/30/06
<b>Level 2 (Yrs. 4-6)</b>	\$ 15.50	\$ 16.00	\$ 16.50
From – To	7/1/00-6/30/03	7/1/01-6/30/04	7/1/02-6/30/05
<b>Level 3 (Yrs. 7-9)</b>	\$ 15.60	\$ 16.20	\$ 16.70
From – To	7/1/97-6/30/00	7/1/98-6/30/01	7/1/99-6/30/02
<b>Level 4 (Yr. 10+)</b>	\$ 15.70	\$ 16.40	\$ 17.00
From – To	Before 6/30/97	Before 6/30/98	Before 6/30/99

**B. Wait Time**

<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
\$ 9.60	\$ 9.90	\$ 10.20

**C. Monitor Time/Other Duties:**

<u>Levels</u>	<u>2005-2006*</u>	<u>2006-2007</u>	<u>2007-2008</u>
<b>Start Pay</b>	\$ <b>9.30</b>	\$ <b>9.40</b>	\$ <b>9.50</b>
From – To	After 1/1/05	After 1/1/06	After 1/1/07
<b>Level 1 (Yrs. 2 &amp; 3)</b>	\$ <b>9.50</b>	\$ <b>9.70</b>	\$ <b>9.90</b>
From – To	7/1/03-12/30/04	7/1/04-12/30/05	7/1/05-12/30/06
<b>Level 2 (Yrs. 4-6)</b>	\$ <b>9.60</b>	\$ <b>9.90</b>	\$ <b>10.20</b>
From – To	7/1/00-6/30/03	7/1/01-6/30/04	7/1/02-6/30/05
<b>Level 3 (Yrs. 7-9)</b>	\$ <b>9.70</b>	\$ <b>10.10</b>	\$ <b>10.35</b>
From – To	7/1/97-6/30/00	7/1/98-6/30/01	7/1/99-6/30/02
<b>Level 4 (Yr. 10+)</b>	\$ <b>9.80</b>	\$ <b>10.30</b>	\$ <b>10.60</b>
From – To	Before 6/30/97	Before 6/30/98	Before 6/30/99

In order to receive Level increment in July, an employee must be employed by December 31 of the previous year.

\*Retroactive pay from July 1, 2005 will be paid on a lump sum through regular payroll checks. Payment will be made within 30 days from Board approval.

**ARTICLE IV – Paid Time Off (PTO)**

ALL POSITIONS :	YEAR 1	2 days
* sick & personal days	YEAR 2	2 days
	YEAR 3	3 days
	YEAR 4	4 days
	YEAR 5	5 days

Employees MUST notify the office of their absence between the hours of 6:00 am - 6:30 am for morning duties and between 1:00 pm -1:15 pm for afternoon duties. Earlier notification is appreciated if possible.

Employees who do not show up for work and do not call in shall be docked a days pay. A PTO will not be eligible to be used and disciplinary action will be taken.

Please be advised that PTO days can be taken in half (1/2) day increments with prior notification. If an employee does not specify they wish to take a half (1/2) day it will be accounted for as a full day's absence.

Unused PTO time will be paid out to employees at the end of the year (June 30<sup>th</sup>) at the base salary and guaranteed 5 hours.

**ARTICLE V – BEREAVEMENT LEAVE**

Employees shall receive three (3) days within five (5) calendar days of the date of death of a member of the employee’s immediate family. The members of the immediate family shall include parent, parent substitute, step-parent, spouse, child, or step-child. A parent substitute bereavement day shall be taken in lieu of a bereavement day for a parent. Employees must submit proof of death and the Absence Report Form immediately upon return to work.

**ARTICLE VI – HOLIDAY PAY**

Martin Luther King Day shall be a paid holiday in 2007-2008 (year 3 of contract). Martin Luther King Day is stipulated by school calendar. Employees working the holiday in 2007-2008 (year 3 of contract) will be paid time and a half.

**ARTICLE VII – CHARTERS AND SPECIAL RUNS**

All charters or special runs shall be assigned at the discretion of the supervisor or designee.

**ARTICLE VIII - INSURANCE**

Employees may select any of the medical insurance options offered by the HCESC. The HCESC shall contribute toward the premium cost for the medical insurance option selected by the employee as follows:

<b>*EFFECTIVE 3/1/06 – 6/30/08</b>	<b><u>HCESC Contribution</u></b>
6mo-1year	\$ 3.00 per week
Year 2	\$ 7.00 per week
Year 3	\$ 9.50 per week
Year 4	\$ 12.50 per week

**ARTICLE IX – CHECK-OFF OF UNION DUES**

- A. Payroll deductions for new member initiation fees shall be made at the rate of twenty-five dollars (\$25.00) per pay period. These deductions shall continue until the initiation fee is paid in full. The HCESC will remit this fee along with any Union dues by the fifteenth (15) of the following month.

The HCESC will remit to the Union all deducted monies no later than the 15<sup>th</sup> of the month following the month for which dues were deducted. If dues remittances have not been received by the Union in full within thirty (30) days from the 15<sup>th</sup> of the month following the month for which the dues were deducted, the Union may bypass the grievance procedure and file directly for arbitration. Notwithstanding anything in this Agreement to the contrary, if the Arbitrator finds that the HCESC was delinquent in transmitting deducted dues payments to the Union, the Arbitrator shall award interest, 20% of the delinquent amount to the Award as liquidated damages, and shall hold the HCESC liable for the full cost of the Arbitration, including the Union's attorney fees.

- B. The Union agrees to indemnify and save the HCESC harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken in respect to deduction of dues and initiation fees made pursuant to the provisions of this Article.

#### **ARTICLE X – REPRESENTATION FEE**

If a member of the bargaining unit covered under the terms and conditions of this Agreement does not become a member of Local 68, said employee will be required to pay a representation fee to the Union.

#### **ARTICLE XI – MISCELLANEOUS**

- A. It is the intent of the parties hereto to abide by all applicable status covering the subject matter of this Agreement. Should any provisions or provision of the Agreement be declared illegal, contrary to any statute, all other provisions of the Agreement shall remain in full force and effect and substitutions for the invalidated provision or provisions shall be immediately negotiated.
- B. The parties agree that all negotiable items have been discussed during the negotiations leading to the Agreement, and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement.
- C. The HCESC further agrees to guarantee five (5) hours pay for each employee who works a full day, regardless of actual amount of time such employee spends on his or her runs. The HCESC shall have the right to assign the employees in order to fill the five (5) hour day.

## **ARTICLE XII - SENIORITY**

Seniority shall be based on the employees work site, location, or shop. Seniority shall be determined by the employee's date of employment with the HCESC. Seniority applies to layoffs only. Employment shall be by annual contracts.

## **ARTICLE XIII – HCESC PROCEDURES**

Employees who fail to follow HCESC procedures, including but not limited to call-ins, reporting to work, absenteeism, reporting procedures, job duties and the like, are subject to discipline, including but not limited to suspension without pay and/or termination. An employee shall have the right to representation or the shop steward may be present when an employee is asked to meet with a supervisor when the employee has a reasonable expectation that discipline will result from the meeting.

## **ARTICLE XIV – RIGHTS OF THE BOARD**

There is reserved exclusivity to the Board all responsibilities, powers, rights and authority expressly or inherently vested in it by the laws and constitution of New Jersey and of the United States, excepting where expressly and in specific terms limited by provisions of this Agreement. It is agreed that the Board retains the right to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of employees and their working conditions, which are not inconsistent with this Agreement.

In addition to the rights otherwise described herein, the Board specifically reserves, but is not limited to, the following rights and authorities:

- A. To supervise the employees of the school district.
- B. To hire, promote, transfer, assign and retain employees in positions in the school district and, for just cause to suspend, demote, discharge or take other disciplinary action against employees.
- C. To relieve employees of duty because of lack of work or for other legitimate reasons.
- D. To maintain efficiency of the school district entrusted to them.
- E. To determine the methods, means and personnel by which operations are to be conducted.

**ARTICLE XV – BUSINESS REPRESENTATIVE**

An authorized representative of the Union shall have access at reasonable times during working hours to the Employer’s premises. Representatives who are not employees shall be subject to all regulations of the Employer. Such visits shall not interfere with the work of any employee or the operation of the facility of any department thereof.

**ARTICLE XVI - DURATION**

This Agreement shall be for a three (3) year duration from July 1, 2005 to June 30, 2008.

*IN WITNESS WHEREOF*, the parties hereto have caused these presents to be signed by their proper corporate officers and have affixed their corporate seals hereto the day and year first above written.

**HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION OF EDUCATION**

\_\_\_\_\_  
President

\_\_\_\_\_  
Board Secretary

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68-68A-68B**

\_\_\_\_\_  
President

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Business Representative



**HUNTERDON COUNTY EDUCATIONAL  
SERVICES COMMISSION**

PROCEDURES FOR REPORTING DAILY TARDINESS OR ABSENCE

It is the employee's responsibility to speak with a supervisor between 6:00 a.m. and 6:30 a.m. for morning call out.

It is the employee's responsibility to speak with a supervisor between 1:00 p.m. and 1:30 p.m. for an afternoon call out.

If a call is made after the above times, the person shall receive a written warning:

2nd written warnings	1 day suspension without pay
3 <sup>rd</sup> written warning for same infraction	3 day suspension without pay
4 <sup>th</sup> written warning for same infraction	Termination

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PROCEDURES FOR CALLING IN WHEN ABSENCE  
DUE TO PROLONGED ILLNESS

It is the employee's responsibility to speak with a supervisor between 6:00 a.m. and 6:30 a.m. for morning call out every day the employee is absent.

If an absence consists of five (5) working days, it is the employee's responsibility to present to the supervisor a doctor's note that certifies the employee's ability to return to active duty.

If an absence is to consist of more than five (5) working days, it is the employee's responsibility to immediately notify the supervisor. The supervisor will then notify the human resources department so that Family Medical Leave Act's health care provider forms can be sent to the employee.

1 <sup>st</sup> infraction	a written warning to be sent to the person's home by registered mail
2 <sup>nd</sup> infraction	2 day suspension without pay
3 <sup>rd</sup> infraction	termination

If the employee is confined without access or availability of a phone, the HCESC will accept a call from a family member.

In order to return to work after five (5) day absence:

The employee must provide a Doctor's note to return to work, after five (5) working days of absence.

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**PROCEDURES FOR SUBMITTING  
ACCIDENTAL/INCIDENT INSURANCE REPORT**

Accident/incident insurance reports must be completed on the approved form and submitted immediately upon return to the garage from the trip/route where the accident/incident occurred.

Failure to conform to the accident/incident insurance report policy will result in the following:

1 <sup>st</sup> infraction	a written warning
2 <sup>nd</sup> infraction	1 day suspension
3 <sup>rd</sup> infraction	3 day suspension
— 4th infraction	Termination