

AGREEMENT
BETWEEN
JACKSON BOARD OF EDUCATION
AND
DRIVERS AND AIDES
TEAMSTERS LOCAL 97
OF
NEW JERSEY

Effective: July 1, 2021

Expires: June 30, 2024

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PREAMBLE

This Agreement was entered into by the Board of Education of Jackson Township, New Jersey, (hereinafter referred to as the BOARD) and Teamsters Local 97 of New Jersey affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the UNION).

ARTICLE I UNION RECOGNITION

The BOARD recognizes the UNION as the exclusive representative, as certified on November 30, 2000 by the New Jersey Public Employment Relations Commission hereafter referred to as PERC for the purpose of collective negotiations with respect to terms and conditions of employment for the following unit.

All Full Time and Part Time Employees, excluding all substitutes, of the Jackson Township BOARD of Education employed in; substitutes will no longer be covered by any part of this collective bargaining group nor are they entitled to or guaranteed any of its provisions.

1. Transportation Bus Drivers and Van Aides, excluding the Director of Transportation and clerical personnel that are or may be assigned to Transportation.
2. This recognition does not include the Superintendent of Schools, Assistant Superintendent of Schools, Business Administrator, Board Secretary, Directors, Principals, Assistant Principals, Supervisors, Assistant Transportation Coordinator, clerical, teachers, nurses, Custodial Supervisor, Federal Program Personnel and police.

ARTICLE II COLLECTIVE BARGAINING PROCEDURE

- A. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the fully authorized bargaining agent of each of the parties.
- B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.
- C. Negotiations will begin on a mutually agreeable date in the calendar year in which the contract expires.
- D. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

ARTICLE III
DUES DEDUCTIONS

- A. Upon receiving the written authorization and assignment of an Employee covered by this agreement, the BOARD agrees to deduct from the first pay of each month membership dues in such amounts as fixed, pursuant to the By-Laws and the Constitution of the UNION during the full term of this Agreement and any extension of renewal thereof. Said moneys, together with a list of such deductions, shall be transmitted to the Secretary-Treasurer of the UNION by the fifteenth (15) day of each month following the monthly pay period in which deduction took place.
- B. The UNION shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of or by reason of any action taken or not taken by the Employer in connection with this provision.

ARTICLE IV
UNION VISITATION

- A. The UNION shall have the right to hold meetings in school facilities, provided these meetings are scheduled in accordance with and comply with Board Policy and do not interfere with normal school operations.
- B. The Union Representative shall have admission to the Board premises at anytime during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith, or for the purpose of assisting in the adjustment of any grievance which may have arisen, provided such admission causes no interference with normal school operations or Employees' duties.

ARTICLE V
BOARD RIGHTS

- A. Subject to the terms and conditions contained in this Agreement, the BOARD reserves all rights and functions vested in it by all applicable laws and regulations as are normally and customarily exercised by Boards of Education in its management of the affairs of the School District.
- B. The UNION recognizes that the School District shall be governed by the BOARD in accordance with provisions of State laws, rules and regulations; that the BOARD cannot and will not unlawfully delegate its authority with reference to any decision affecting the school system. It is not the intent of this Agreement to violate any of the school laws, laws of the State of New Jersey or laws of the United States of America.
- C. If any provision of this Agreement or any application of this Agreement to any Employee hereby covered shall be found contrary to law, such provision of application shall have the effect only to the extent permitted by law.

ARTICLE VI
NO STRIKE-NO LOCKOUT

- A. There shall be no strike, picketing, slowdown, job action or other concerted refusal to render full and complete service. The BOARD shall consider violation of this clause grounds for dismissal and appropriate legal action.
- B. There shall be no lockout by the BOARD.

ARTICLE VII
PRINTING OF AGREEMENT

The UNION will assume the cost for printing of contract booklets. The Union must send a copy of the final contract to the Board for approval BEFORE printing. The UNION and the BOARD must initial each page of the final draft of the contract prior to the printing thereof.

ARTICLE VIII
UNION STEWARDS

- A. The BOARD recognizes the right of the UNION to designate stewards and their alternates hereinafter referred to as Union Steward for the enforcement of this Agreement. The UNION shall furnish the BOARD with a written list of stewards and alternates and notify the BOARD of any changes to said list.
- B. The authority of the stewards and alternates so designated by the UNION shall be limited to and shall not exceed the following duties and activities:
 - 1. The investigation and presentation of grievances in accordance with the provisions of this Collective Agreement.
 - 2. The transmission of such messages and information which shall originate with and be authorized by the Local Union.
- C. Union Leave
 - 1. Union Stewards shall be granted release time, from employment without loss of pay when joint meetings of representatives of the BOARD and the UNION are scheduled during working hours for the processing of grievances or collective negotiations. Meetings of Union Stewards to prepare for negotiations and/or prepare for the presentation of grievances shall be held outside of working hours or shall be without pay if held during working hours.
 - 2. The BOARD shall not be required to grant more than ten (10) days of Union leave per school year pursuant to this Section.
 - 3. When a Union Steward, elected or appointed, requests a leave for Union business such leave shall be subject to Board approval. Fringe benefits will continue provided such leave does not exceed five (5) consecutive workdays.
 - 4. The granting of leaves for Union business in excess of five (5) consecutive workdays, with or without continuation of fringes, shall be at the sole discretion of the District.

ARTICLE IX
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any difficulties which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of his departmental supervisory staff.
3. All "grievances", as defined in B1 below, shall contain a proposed solution or remedy, which the grievant seeks in order to resolve the grievance. The Employer shall provide a response to the solution or remedy proposed in the grievances.

B. Definition

The terms "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an Employee, the UNION or the BOARD.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

Step One

1. An aggrieved Employee shall discuss his/her grievance with the Union Steward and Department Head within ten (10) working days of the occurrence of the grievance. An earnest effort shall be made to settle the differences between the aggrieved Employee, the Union Steward and the Department Head. Failure of all Employee to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance on behalf of the individual.
2. The Department Head shall attempt to settle the grievance or render a decision within five (5) working days after the grievance was discussed. A written reply shall be given by the immediate Department Head/Supervisor to the grievant and a copy of same given to the Union Steward.

Step Two

1. In the event a satisfactory settlement has not been reached pursuant to Step One, the grievance shall be reduced to writing by the aggrieved Employee and one (1) copy shall be furnished to the Assistant Superintendent, and one (1) copy to the Union Representative within five (5) working days following the determination by the Department Head.
2. The Assistant Superintendent shall meet with the Union Steward within five (5) working days after the receipt of the grievance to discuss the matter. Assistant Superintendent shall submit his decision in writing to the UNION within ten (10) working days after the grievance meeting.

Step Three

If the Grievance is still unresolved within five (5) working days after receipt of the Assistant Superintendent's decision, the UNION may submit the matter to the Superintendent or his/her designee for review by the BOARD. The BOARD or a committee thereof shall, within fifteen (15) working days, hold a hearing with the Union Steward. The BOARD shall render a decision, in writing, within fifteen (15) working days after the hearing.

Step Four

1. If a grievance is not settled by Step Three, such grievance shall, at the request of the UNION or the BOARD, be submitted to the PERC.
2. The Arbitrator selected shall be bound in making his/her decision to resolve the matter by the provisions of this Agreement and restricted to the application of facts presented to him or her involved in the grievance. The Arbitrator shall also be bound by applicable Federal and State Laws and cases and shall not have the authority to add, to modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
3. The Arbitrator shall set forth his/her findings, facts and reasons for making his/her decision within thirty (30) calendar days after the conclusion of the arbitration hearing. The decision of the Arbitrator shall be final and binding on the parties.
4. The costs of services and expenses of the Arbitrator only shall be borne equally between the UNION and the BOARD. The party incurring shall pay same any other expense, including but not limited to the presentation of witnesses.

ARTICLE X TERMINATION OF EMPLOYMENT

- A. When an Employee voluntarily terminates employment, said Employee shall provide the BOARD with at least fourteen (14) days' notice of the termination day.
- B. If an Employee is brought up on charges, no suspension or discharge of said Employee will be put into effect without a formal hearing by the Superintendent and/or his/her representative and the Employee's Union Representative. This provision does not apply to situations requiring immediate action because of the nature of the offense. The UNION shall have the right to appeal the Superintendent's decision pursuant to the provisions of Step Three of the grievance procedure.
- C. Any Employee who has his/her contract non-renewed at the end of its annual term will have the recourse up to Step 3 of the Grievance procedure, however all non-renewals are not subject to arbitration and cannot be, and will not be, moved to any level of arbitration.
- D. If the Board terminates any employee during the work year for just cause, 14 days' notice will be provided to the employee.

ARTICLE XI PROBATIONARY PERIOD

- A. New Employees shall be on probation for their first one hundred and twenty (120) workdays, excluding any days used for sick leave.

- B. Newly hired Employees may be terminated during their probationary period without recourse to the grievance procedure or any provision herein.

ARTICLE XII LEAVES/HOLIDAYS

A. Personal Days

Definition:

Personal days are defined as those days an employee will be absent during the school year, in which personal matters cannot be taken care of other than on school time (e.g., house closing, driver's license, etc.) All requests for personal days must be submitted to the department supervisor for approval three (3) days in advance through the Absence Management online system. Three (3) days' prior notification to the department supervisor will be waived by the supervisor only in emergency situations, with the approval of the Superintendent's Office or designee. Reasons for emergency absences must be stated. Personal days will not be unreasonably denied. Personal days may be used for Religious days.

1. Subject to approval, employees may use up to three (3) personal days per school year (September 1 to June 30).
2. Transportation personal days will be granted based on date received. If multiple requests are submitted at the same time, they will be granted in seniority order.
3. Approval/denial of personal day requests will be submitted to the Employee within one (1) workday following receipt of the application.
4. Unused personal days accumulated prior to July 1, 2021 will be separated and placed in a bank for future use. These days may be utilized pursuant to the procedure in place for such usage as of that date. All unused personal days accumulated on or after July 1, 2021 may be placed in a separate bank for future use. These days may only be used in the case of a serious illness or injury to the employee or an employee's immediate family member. The use of all banked personal days must be approved by the Superintendent or designee, and documentation may be requested to validate the reason for the absence. Days banked as of June 30, 2021, if any, shall be utilized first when an employee requests the use of banked days, if the days meet the applicable requirements for such usage,
5. All Employees may take whole or half day personal days.
6. Ten (10) month Employees hired for summer work shall be permitted to use contractual leave benefits earned for that current school year in which they are working, starting July 1 which were earned during the regular school year during July and August.
7. Personal days may not be taken consecutively without prior approval of the Superintendent and/or designee.

B. Sick Leave

1. Employees subject to this agreement shall receive one (1) day per month sick leave which shall accumulate from year to year without limit.
2. Employees who will be absent due to illness or injury must utilize the online Absence Management system to give notice of the absence to a Supervisor at least two (2) hours prior to the start of the Employee's work shift or the Employee will not be paid for the day. In the event that an Employee cannot utilize the online system to record the absence (i.e., emergency, power outage, etc.), the Employee must call their direct Supervisor at least two hours prior to the start of their shift to provide notice of the absence. Employees will be notified at the beginning of each school year as to the Supervisor they are required to call.

3. A physician's certificate documenting illness may be required for three or more consecutive days, and will be required for a sick day taken immediately before or after a scheduled day off on the Jackson School District calendar.

C. Job Injury

1. If any Employee is injured while at work and is unable to continue at work because the injury Employee shall be paid for the full day (limited to one (1) day per occurrence without any deductions from sick days).
2. Employees must follow the proper and entire procedure with reference to Workman's compensation as listed below.

INJURIES ON THE JOB

- Report injury immediately to your Supervisor
- Fill out an Accident Report Form (Supervisor's or Nurses Office)

- DO NOT go to your own private physician or chiropractor

- Contact Jackson School District Workers' Compensation Coordinator in Business Office.

Failure to follow this procedure in its entirety will void any workman's compensation claim if the exact timelines are not followed.

D. Holidays

Twelve-month Employees shall receive fourteen (14) paid holidays per year which include the following defined days:

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving – 2 days
Christmas

These undefined holidays shall be established at the time that the school calendar is published but not later than the preceding May 30th. If the undefined holiday schedule is changed as a result of school closings, the Employees will be given a minimum of two weeks notice of such change. Christmas Eve and New Year's Eve will be included on the above list whenever Christmas or New Year's falls on a Tuesday through Saturday. Ten-month Employees who work any holidays from the above list shall receive time and one-half (1 ½) for each hour worked that day.

F. Bereavement

Employees shall be granted up to five (5) days per occurrence in the event of death of an Employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, stepchildren, step-parents and other members of the family unit living in the same household. Employees shall be granted up to two (2) days per occurrence in the event of death of an Employee's relative outside the Employee's immediate family as defined above.

Employee shall provide a signed statement defining their relationship to the decedent.

ARTICLE XIII
TRANSPORTATION

A. Work Procedures

1. Drivers and Aides are to work four (4) to eight (8) hours per day as required by runs, five (5) days per week with two (2) consecutive days off.
2. No driver shall work more than sixteen (16) hours in any 24-hour period. Drivers must be off duty for at least six (6) hours without pay between shifts.
3. All Drivers and Aides are required to report to work at least twenty (20) minutes prior to the first pick-up on the first run of the day. All Drivers and Aides are to check their mail boxes before their first run in the morning and first run in the afternoon. Drivers shall perform a pre-trip inspection as required by NJ State Law and ask for a radio check for their first run prior to leaving the yard.
4. Drivers shall not be required to wash, gas or oil busses. Drivers are responsible for sweeping their vehicles and removing trash each day.
5. All school transportation vehicles are to be checked by the driver as per all State of New Jersey directives and regulations. Time to perform this check will be included in the first trip each day.
6. The BOARD shall not pay the cost of any routine physical evaluation unless performed by an approved doctor. No driver shall be docked; appointment should be made during off time.
7. Drivers who are required to remain after regular working hours to complete random drug testing procedures, shall be compensated for the additional time, provided, however, that any Employee directed to submit to drug testing procedures for cause, shall not receive additional compensation.
8. Transportation time sheets shall be turned in weekly. The BOARD agrees to pay according to the payroll schedule for all extra pay. Time paid will be rounded to the closest 5 minute increment. All field trips and extra work will be paid to the nearest 5 minute increment. Times may be checked against the vehicle's electronic recording devices.
9. Transportation drivers regularly assigned to Routes, which require the use of Toll roads, shall be provided with EZ Pass for their vehicles. (Ten-month employees assigned summer work shall be reimbursed at the end of each period.)
10. Transportation Employees will be required to attend paid training sessions when scheduled. All absences due to training sessions/professional development must be approved in writing by the administrator in charge of transportation prior to attending the scheduled training. Failure to do so may result in disciplinary action.
11. Any Driver that has exhausted their sick and personal time for being absent cannot do extra runs or field trips within the two week pay period following the time in which they are docked.
12. Drivers who miss a run due to lateness will not be paid for either the run or any layover time immediately following the run.
13. All school buses (Type I and II vehicles) owned or operated by the Board while in service, are only to be driven by drivers on the Jackson School District Transportation Department roster. In emergency situations, when there is no bus driver available, qualified Teamsters bargaining unit Employees may drive.
14. Only trainers will be assigned to train any employee. For 2017-2018, any Employee who is properly certified as a trainer and is assigned to perform the duties of a trainer shall be paid at three dollars (\$3.00) above his/her hourly rate for all hours worked as a trainer. If the employee is in overtime rate, then the \$3.00 an hour will be added after the overtime rate is calculated. For 2018-2019, the rate for trainers shall be three dollars and fifty cents (\$3.50) above his/her hourly rate for all hours

worked as a trainer. For 2020-2021, the rate for trainers shall be four dollars (\$4.00) above his/her hourly rate for all hours worked as a trainer.

15. When a vacated or newly created position occurs within the Transportation Department, the position will be posted as outlined in Article XXI-1. All Transportation employees who sign their name to the posting must be present or working for the Transportation Department when that posting is given out. That position (posting) and any other vacated position created within the posting will be given out in seniority order by classification of the vacant position to employees who signed the posting. Should Administration feel that the most senior transportation employee is unable to meet the specifications of the run, the next most senior transportation employee will be offered the posting. Vacated positions from the posting will be assigned at that time until all positions are filled within that posting. Contracted Transportation employees from other classifications may sign the posting. In the event there is a vacant position, the contracted position will be assigned to a qualified contracted Transportation employee from a different classification in seniority order. If the contracted position is still vacant, the position will then be awarded to the most qualified candidate, regardless of classification.
16. Employees who sign for extra work during the morning are required to contact dispatch to check for their extra work assignment. Employees who fail to check with dispatch three (3) times during the year may be removed from the extra work sheet for the remainder of the year.
17. Any and all work that is available on a daily basis will be posted and be awarded in seniority order to contracted drivers, (i.e., Mates run).
18. Any and all available tier work will be given out in seniority order to a contracted driver before being offered to a substitute driver as long as it does not create overtime.
19. Any run with a mid-day that is picked by a contracted driver in August at run picks and become available due to a medical, compensation or personal leave, starting the first day of school, will be posted immediately then given to the senior substitute for the first ten (10) days of school until it becomes an established run. After the fifth day, any mid-day part of the contracted run will be given out for extra work until the posting is removed and awarded.
20. After a posting is awarded the results will be posted in the lounge, identifying the recipient(s).
21. If a day is added during the week to a school extended day program due to it having to be "made up", then the assignment shall be awarded to the driver who normally performs the run even if it puts the driver into an overtime situation.
22. Required Annual Training: Transportation employees will be required to attend one paid training session of four hours designated as "Required Annual Training", which will be scheduled four times throughout the school year. There will be four dates, one date just prior to the start of the school year, one date on the district transition day (early February), and a date in the Fall and Spring, to be scheduled contiguous to the regular work day (i.e. 9:00 AM – 1:00 PM or 5:00 PM – 9:00 PM). All new hires must attend the first available training upon being hired. All other Bus Drivers and Aides will have a choice of one of the four dates. All employees must attend only one session.

B. Selection of Runs

1. All runs shall be picked in order of seniority and all selections shall remain firm for the entire school year (number of days, as described by student's school year). Absent employee's pick to be made by the Transportation Steward or their union designee with assistance from the Steward of Transportation.

Despite the foregoing provision to select runs based on seniority, in the event two or more documented complaints are received indicating that a problem has developed on a Run regarding the transportation of children, the parties will attempt to resolve the issue by a mutually agreeable switch of employees. If such agreement cannot be achieved, the BOARD reserves the right to reassign a driver, without loss of remuneration. Runs will be posted for review at least forty-eight

(48) hours prior to date for selecting runs. The date for selecting Runs is to be during the second week of August. Pick sheets will indicate the estimated mileage of all runs.

2. Transportation Stewards will be paid for attending August run picks only.
3. The schedule of Runs offered for "Pick" to the employees shall include the maximum number of long or premium runs of five (5) or more hours. Every effort shall be made to minimize the number of short (five hours or less) runs offered for pick.
4. Each driver shall be given a copy of the complete setup of the run he/she selects on the same day each driver made his/her choice. The driver shall sign the BOARD's copy of the run setup to indicate both selection of that run and receipt of a copy thereof. Additions to a driver's contracted runs shall be sent to the BOARD for approval by the next Board meeting.
5. Bus drivers taking leaves of absence, which begin at or before the opening of the school year and extend for the full school year, shall not pick a run. There shall be no loss of seniority during the leave.
6. Extra work assignments shall be assigned according to seniority if no overtime pay is involved. (Posting for the senior available Employee will perform temporary extra bus runs daily.) Such runs shall not be split among Employees trying to fill their time.
7. All driving assignments will be offered to full time bus and van drivers before being offered to any other Employees, except as may be required to instruct Employees.
8. All rate descriptions must abide by the Transportation handbook guidelines. Contracts will be increased one (1) day to 181 days. The addition will include one-half (1/2) day dry run and one-half (1/2) day route descriptions. Any additional students will be added or deleted within forty-eight (48) hours. Drivers will maintain route directions as changes occur.
9. Drivers and aides, whose contracted schedule of runs include "layover time" of less than one (1) hour between their paid driving time on a run and the starting time of the succeeding run, shall be paid for the layover time at their regular hourly rate of pay. The driver shall be paid one half (1/2) hour for layovers of less than thirty (30) minutes and one (1) hour for layovers of between thirty-one (31) and sixty (60) minutes. Drivers and aides may be assigned extra runs during layover time without additional compensation. The length of the run shall not exceed the layover time. Payment for layover time shall not apply to extra time, activity runs and field trips. If a driver or aide is receiving travel to or from a school on their current contracted route assignments and the driver or aide bids into a new or additional run assignment that would provide layover time during the same time period in which they currently receive travel time, the existing travel time will become incorporated into the new layover time. There shall be no layover time exceeding thirty (30) minutes or sixty (60) minutes due to travel time.
10. Drivers who bid on Aide work for the summer months will be paid maximum contracted aide pay.
11. All new contracts awarded to newly hired transportation employees must be kept for thirty days prior to bidding on another position. Postings to cover transportation runs will be posted no more than two (2) weeks in advance of the trips unless a five (5) hour permanent run becomes available and the driver must take that run in accordance with contract provision Article XXI, A#1.
12. Drivers and Aides shall pick their runs, including summer work, at the same time. If an employee has an all stand-by contract and a run with the same amount of hours becomes available that has runs attached, the employee can make the switch.

C. Field Trips

1. Field trips shall be rotated from the seniority list of those drivers who wish extra work. Field trips selection will begin at the top of the seniority list every week.

2. Drivers, who bid on and are scheduled for extra trips and such trips are canceled, shall be placed first on the rotation list for extra trips.
3. Drivers on extra trips that are cancelled after the driver arrives, if scheduled on the driver's day off, shall receive two (2) hours' pay and a cancellation.
4. If a driver who picked a trip backs out, he/she will be charged with a turn in the rotation roster. If the backup driver who picked a trip does not take the trip after the original driver backs out, he/she will be charged a turn in the rotation roster.
5. Field trip drivers who cancel out or fail to appear for four (4) extra trips within one year will be removed from the trip selection roster.
6. Drivers taking field trips shall be compensated at their regular rate of pay for working such trips.
7. Any weekday trips that are not assigned or that are open will be assigned the day of the trip. Should the coverage require overtime, the trip will be assigned in seniority order.
8. Drivers selecting field trips during the time of their scheduled run are required to make a minimum of sixty (60) additional minutes after the deduction of their temporary or contracted run. This trip may be taken for overtime only after all straight time drivers or substitutes have been exhausted with the exception of shuttles.
9. Employees who work field trips will begin their pay time at the end of their contracted route time. No driver will be paid two (2) times for the same period of time.

If the students board at your destination prior to the end of your contracted time. Trip time will begin at the time the students board the bus. Trip time will begin at the time the students board the bus and the bus departs for the trip.

10. "Leftover" trips including backups shall be picked after all straight time Employees fulfill their regular hours. Remaining weekend trips shall be picked by seniority for overtime during the trip pick process with the exception of open weekday trips.
11. Any trip that becomes available after trip picks are over, will be given out by the seniority list to any contracted driver, starting with straight time. This includes trips that are going out over the weekend and/or holiday/break. The ONLY time it is to be given out by the extra work list is if the trip is for the next morning before extra work is given out. In emergencies, they will contact available employees via radio/lounge.
12. Trips shall be posted 24 hours in advance where possible.
13. In the event of an emergency school closing, trips will be given out over the phone for any trip occurring while school is not in attendance. These assignments will be given out on a rotating basis starting with the most senior employee. In cases where school is closed for seven or more calendar days, any cancellations from trips shall be void.
14. Aides shall accompany paraprofessionals during any trip.
15. In a week, if a driver has a trip and it goes over the return time and the same driver has a second trip later on in the week that will now run over by an hour or less of overtime as a result of the first trip, then the driver will still keep that second trip.

ARTICLE XIV
LONGEVITY

All Employees who have completed ten (10) consecutive contracted years of service in this collective bargaining group shall receive a non-cumulative five hundred dollar (\$500) longevity stipend. Approved leaves of absence shall not count as a break in service when determining the ten (10) consecutive years.

Approved leaves of absences are those that meet State and Federal Family Medical Leave Act.

The ten (10) consecutive years must be completed prior to July 1st to be eligible for payment. All Employees who are entitled to longevity shall receive a lump sum payment for the full longevity amount by November 30th following eligibility. Employees, who terminate employment prior to November 15, will not be eligible for the November 30th longevity payment. Eligible Employees on paid leaves of absence or workers compensation will also receive their longevity stipend by November 30th.

Longevity may be added to an Employees base pay or as stipulated above. This choice will only be offered once as per this collective bargaining agreement due to the BOARDS agreement to add longevity to an Employees base pay. Anyone hired after January 15, 2008 will no longer be eligible for longevity.

ARTICLE XV
WORK PROCEDURES

A. Overtime

1. Employees shall receive one and one-half (1 ½) times their normal pay rate for all work in excess of forty (40) hours per week.
2. Personal, sick leave and paid holidays shall be included in determining the forty (40) hours.
3. All work performed on Sunday in excess of forty (40) working hours per week shall be compensated at twice the applicable hourly pay rate.
4. All overtime shall be paid promptly in the next regular payroll period after the overtime is submitted.

B. Any regular Employee who works in a higher classification on a temporary basis, shall receive the higher rate of pay. At the expiration of the temporary vacancy, the Employee shall return to his former position with full seniority and at the rate of pay in the classification to which the Employee returns.

C. Summer work, when available, will be offered to qualified ten (10) month Employees if their classifications are equal. Summer work will be assigned in seniority rotation order.

D. Layoffs

1. In the event of a reduction in force, Employees who are laid off will be placed on a preferred substitute list in the job title and job classification held at the time of the layoff. These Employees will be given work assignments throughout the District within their job title and job classification on an as-needed basis prior to offering work to any other substitute and prior to hiring new Employees. Employees on the preferred substitute list shall be considered as regular Employees with all benefits only in the event that they work sufficient hours to qualify for health insurance. Placement on the preferred substitute list shall be in the order of seniority by job title and job classification held at the time of lay off.
2. Employees on layoff status will be offered regular employment on a last-out first-in basis prior to the hiring of any new Employees in the same job title and job classification. Employees will be notified by registered mail, return receipt requested, at their last address of record. The Employee will be required to report for work no later than the third workday following receipt of the notice. Failure to report within this time will be considered resignation.

F. Traffic Summonses-Jackson Municipal Court

1. An Employee assigned to drive a school district vehicle, who receives a traffic summons while driving that vehicle and appears in Jackson Township Municipal Court pursuant to that summons, must attempt to have his/her case heard at a time when the Employee is off duty. If the Municipal Court appearance must take place during the Employee's hours of work, the Employee will be permitted time off from work for their first appearance only, provided the Employee has provided at least seventy-two (72) hours' notice to his/her supervisor. The time off from work shall be with pay, if the Employee has personal time available, otherwise it shall be without pay. If all of the charges are dismissed however the Employee will be reimbursed for the loss of time/salary first appearance only.
2. An Employee who appears as a witness on behalf of an Employee who receives a traffic summons (as described in paragraph 1) will be provided with time off with no loss in pay, provided the Employee (witness) has provided at least seventy-two (72) hours' notice to his/her supervisor.
3. Any Employee who retains an attorney to defend a traffic summons is responsible to pay all such legal fees. The BOARD is not responsible to reimburse the Employee for legal fees under any circumstances, except as required by statute.
4. An Employee who is a complainant or witness on behalf of the BOARD against a person charged with a traffic violation related to student transportation (such as passing a bus with lights flashing) will be paid for time spent in court.
5. If a Bus or Van Driver is a complainant on behalf of the BOARD, then receives a summons as a counter-complaint, the case shall be evaluated by the BOARD to determine if legal reimbursement is appropriate.

ARTICLE XVI
POSTING PROCEDURES

- A. 1. All vacant and newly created positions which the BOARD intends to fill shall be posted within three (3) days (excluding Saturday, Sunday or holidays) that a position becomes available and shall remain posted for seven (7) days, (exclusions as above). Except in cases of emergency, job postings shall be delivered to Transportation Break Room and each Union Representative. Nothing in this article shall preclude the BOARD from advertising an open position outside the school district if, in its sole discretion, it chooses to do so.
 2. All regular permanent Employees shall have the right to bid on posted positions.
 3. As it is in the best interest of both parties to provide promotional opportunities to present employees, qualified internal candidates will be given preference when interviewing for internal positions. The decision as to whom the most qualified candidate is will be at the sole discretion of the district. If an external candidate is offered any position instead of an internal candidate, the internal candidate may request a written explanation from management as to why they were not as qualified and what they can do to improve their performance to become a better candidate in the future.
 4. All appointments shall be subject to a trial period of ninety (90) work days except in those cases in which a regular permanent Employee is assigned to a new position in his current job classification. If the Employee successfully completes the trial period, the BOARD shall retain the Employee in the new position on a permanent basis with full seniority, benefits and increment rights. If the Employee is removed during the trial period, the Employee shall revert back to his/her former position with full seniority, benefits and the same increment rights.
 5. In the event no qualified Employees have responded to the posting, the BOARD at its discretion shall fill the vacancy.
- B. 1. When the open position occurs in a transportation driver position, all Employees within that department who submit a bid for that position shall have the right to be present when the senior

qualified Employees bid is selected. The other Employees will then select the just vacated position(s) in seniority order until all Employees have had the opportunity to bid on a just vacated job.

2. If a bus driver or van aide goes on leave of absence, sick leave or disability leave which will extend beyond thirty (30) calendar days, that person's contracted run or regular assignment shall be posted as a temporary vacancy. Employees bidding on and obtaining these temporary runs/assignments shall hold them until the Employee on leave returns to work or for the completion of the school year, whichever occurs sooner, at which time the temporarily assigned Employee will return to his/her original assignment. Posting of these temporary vacancies shall be for three (3) days only. Only Employees who would increase or decrease their daily working hours will be eligible to bid on these temporary vacancies. (Any bus driver/van aide lateral moves will be considered on a case-by-case basis at BOARD's discretion).
3. In the event the temporary vacancy becomes a permanent vacancy as a result of termination of employment of the person who originally held the position, the job will be re-posted in accordance with A 1. of this Article.

ARTICLE XVII UNIFORMS/TOOLS

A. Uniforms

Five embroidered shirts will be provided to all Bus Drivers and Van Aides upon their hiring in the District. Each year, all Bus Drivers and Van Aides will receive three additional embroidered shirts from the District. Shirts must be worn at all times when working for the District.

B. Tuition Reimbursement:

The Board shall establish a fund to reimburse employees for the tuition costs of course/workshop credits subject to the following conditions:

1. Employees must obtain advance approval in order to be eligible. Applications for tuition reimbursement must be submitted in writing a minimum of 60 days prior to a course and 30 days for a workshop.
2. The workshop/course request should be submitted to the individual's direct supervisor who will approve or deny the request. If approved by the supervisor, the request will be forwarded to the Superintendent of Schools for approval.
3. The Superintendent of Schools, may, at his/her discretion, approve courses or workshops, which will benefit the District, and are related to the Employee's work, and for which funds are available.
4. The application must include:
 - Course/Workshop name;
 - Course/Workshop description;
 - Narrative how the course relates to the individual's present job duties.
5. The Board shall set aside a maximum of \$5,000 annually for tuition reimbursement pursuant to this program. The maximum amount of reimbursement shall not exceed \$2,500 for any one course or workshop.
6. The approval process is not arbitrable and the Superintendent's decision is final.

ARTICLE XVIII SEVERANCE PAY

- A. An Employee who terminates employment after ten (10) or more years of service shall be eligible to convert accumulated personal leave days to severance pay on a one-for-one basis at the Employee's then current per diem rate of pay.
- B. Any Employee who retires and receives a PERS pension check after ten (10) or more years of service shall be eligible to convert accumulated sick leave days to severance pay under the following:

1. Any Employee who retires and receives PERS pension checks after ten (10) or more years of service shall be paid for accumulated sick leave in the following manner:
 2. Notice of retirement, in writing, must be submitted to the BOARD of Education. If the notice is provided before February 1st, the payment under this section shall be made in the following July. If such notice is provided on or after February 1st, the payment under this section shall be made in the second July following the retirement date.
 3. All sick leave days accumulated by an Employee shall be paid on a one-for-one day's basis at the Employee's then current per diem rate. The maximum payment herewith shall be \$25,000. Notwithstanding the foregoing, the maximum payment for those Employees under B whose value of sick leave days accumulated as of the date of ratification of the 1998-2001 Agreement, (March 13th, 1999), shall be \$25,000 or the actual value of the days at that time, whichever is higher.
 4. All sick leave days accumulated by an Employee hired on or after the date of ratification of the 1998-2001 Agreement, (March 13th, 1999), who has ten (10) years of service at the time of retirement, shall be paid on a one-for-two day's basis at the Employee's then current per diem rate up to a maximum payment of \$15,000.
- C. If an Employee passes away, his/her accrued vacation and sick time will be paid to their estate/next of kin.
- D. If a transportation employee is non-renewed due to a reduction in force and is subsequently re-employed by the BOARD in the same position, that employee shall be placed on the same salary step the employee was on at the time of the non-renewal.

ARTICLE XIX WORK RULES

The BOARD shall adopt and post reasonable rules and regulations as it may desire, provided that these rules and regulations are not contrary to or in conflict with this Agreement with thirty (30) days notification to the UNION in writing.

ARTICLE XX DISCIPLINARY PROCEDURE

- A. Violations of Board policy, rules or regulations shall be cause for disciplinary action as outlined below. Employees shall have the right to dispute any charge or alleged violation against them and may appeal such action through the grievance procedure provided under this Agreement. There shall be three (3) separate penalties applied when it is necessary to inflict discipline on any of the Employees of the Board. They are as follows:
1. A written reprimand to be placed in the Employee's Personnel file to be applied in the case of minor offenses. The Board shall furnish the Employee and the Union with a copy of the reprimand. The Employee shall be required to sign the file copy for the sole purpose of acknowledging that he has received his copy.
 2. Suspension from work (without pay) for periods varying from one (1) to fifteen (15) days, according to the gravity of the offense and the previous record of the Employee concerned. They shall be applied in cases of a first serious offense or continued or repeated minor ones: all suspensions shall be in accordance with the provisions of Article X of this Agreement. Appeals from disciplinary action shall be made in accordance with the grievance procedure.
 3. Discharge in accordance with the provisions of Article X of this Agreement.
- B. An Investigator Review Committee shall be established to determine preventability for vehicular accidents. The committee shall have access to the guidelines established by the National Safety Council. The committee shall be composed of the Assistant Superintendent, the Department Head and two representatives of the UNION.

ARTICLE XXI
HEALTH INSURANCE

A. Conditions

1. The current required minimum of 25 hours work per week for eligibility for health insurance will be maintained for employees hired in the District prior to July 1, 2021 and eligible for health insurance as of that date. Employees hired to a benefit-eligible position after July 1, 2021 must work a minimum of 30 hours per week in order to be eligible for health insurance under this Agreement. Any such Employee however, who works at least 30 hours per week and whose workload is reduced below 30 hours per week by BOARD decision shall also continue to be eligible for benefits. In addition, those Employees who are grandfathered effective July 1, 1997 for eligibility for health insurance shall continue to be eligible for benefits. All other Employees who voluntarily reduce their workload below the respective applicable hour threshold, or who refuse a 30 hour or more workload, will lose their eligibility for benefits, are not eligible for benefits until they take a permanent thirty (30) hour contract that becomes available.
2. Any Transportation employee who has under thirty (30) hours, will have the opportunity to average within the transportation department for benefits. S/he must average for three (3) months with a total of sixty (60) hours.
3. If averaging April, May and June the newly contracted drivers will not be eligible for benefits until September.

B. Hospitalization/Prescription/Vision

1. Effective July 1, 2017, health insurance for unit employees will be changed to the Teamsters health insurance plan as set forth on the Local 97 insurance proposal document dated _____ attached to and made a part of this Agreement as Exhibit "A," at the monthly rates specified therein. The Board's maximum insurance contribution obligation for calendar years 2021, 2022 and 2023 shall be limited to the rates in Exhibit "A." Should the premium levels increase beyond those specified in this Agreement, the employees will pay the cost of any excess premium through a payroll deduction. In the event the Teamsters insurance plan ceases to provide coverage to the employees, the Board's obligation to fund any replacement coverage shall be limited to the rates set forth in Exhibit "A." In the event any limitation on the Board's maximum premium payment exposes the Board to liability for a penalty under the Affordable Care Act, the salary increases set forth above for the year in which the insurance change occurs will be reversed, future increases will be void, and the parties agree to reopen negotiations solely on the issue of the amount of any increase to compensation.

The Board may substitute other carriers to provide the insurance coverage, so long it is equal to or better than current coverage.

2. All eligible Teamster employees will contribute the appropriate percentages in accordance with the attached Insurance Deduction Schedule through a payroll deduction and the Board shall pay the remainder of the premium to provide health insurance, up to and including full family coverage.
3. Teamsters employees are not eligible for a payment when opting out of insurance coverage.
4. Effective January 1, 2021, the Teamsters Local 97 Benefit Fund shall offer a health care plan that is the equivalent of the New Jersey Educators Health Plan ("EHP") as required by P.L. 2020, c. 44, Section 5, and provided State law continues to require the Board to offer the EHP. The level of benefits provided by the EHP and the amount of employee contributions toward the costs of coverage shall be those established by law.
5. The salary of any Board employee covered by this Agreement who elects health care coverage in the EHP shall be prospectively reduced by the following percentage depending upon plan coverage level:

Single	4%
Parent/Child	5%
Two Adults	5%
Family	6%

An employee who elects to remain in the existing health care plan (the OMNIA Plan) offered by the Teamsters Local 97 Benefit Fund, or equivalent Board plan offered pursuant to this Agreement, on and after January 1, 2021 shall have their contributions toward said health care coverage reduced by six percent (6%) from the rates set forth in Schedule B of each applicable Agreement

C. Dental

1. Employees shall be offered the Teamsters Dental Plan
2. All eligible Teamster employees will contribute the appropriate percentages prescribed by Tier 4 of Chapter 78, P.L. 2011 for the 2017-2018 school year. Effective July 1, 2018 through June 30, 2021, all eligible Teamster employees shall continue to pay the insurance contribution mandated by P.L. 2011 c. 78 deductions in accordance with the attached Insurance Deduction Schedule through a payroll deduction and the Board shall pay the remainder of the premium to provide health insurance, up to and including full family coverage.

ARTICLE XXII
TERMINATION AND EXTENSION OF AGREEMENT

- A. The term of this Agreement shall be from July 1st, 2021 through June 30th, 2024.
- B. In the absence of written notice, no more than ninety (90) days, nor less than eighty (80) days prior to the expiration date by either party, this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter, until such time as the appropriate notice is given prior to the annual expiration date.

ARTICLE XXIII
WAGES

Salaries for all employees shall be in accordance with the salary guides or rate schedules annexed hereto. (For full time twelve (12) month employees all work will be paid based on 2080 hours calculation for all regular scheduled contracted work days or any pro-rated portion thereof.)

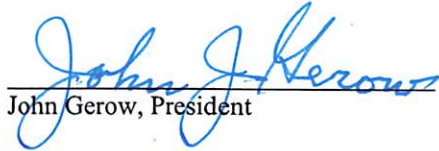
Salary 2021-2024: Increase total agreed-upon salary bases by 3.5% for all members of the bargaining unit in each year of the Agreement, with salary guide distribution to be developed mutually by the parties. All increases are inclusive of increment.

ARTICLE XXIV
COMPLETENESS OF AGREEMENT

This Agreement represents and incorporates the complete and final understanding by the parties on all bargainable issues, which were or could have been the subject of negotiation. During the term of this Agreement, neither party will 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 signed this Agreement.

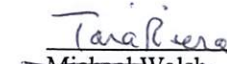
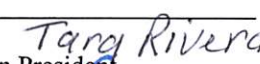
IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, set their hands and seal this ~~24th~~ 25th day of ~~June, 2020.~~
AUGUST, 2021

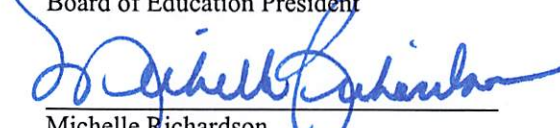
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL 97


John Gerow, President


Patrick Guaschino,
Vice President

JACKSON BOARD OF EDUCATION


~~Michael Walsh~~ 
Board of Education President


Michelle Richardson
Business Administrator/Board Secretary

SCHEDULE "A" - HOURLY RATE SALARY GUIDES

BUS DRIVER

Base Year Step	2020-2021	New Step	2021-2022	2022-2023	2023-2024
0	\$ 21.69				
1	\$ 21.82	1	22.67	23.54	24.44
2	\$ 21.96	2	22.81	23.68	24.58
3	\$ 22.09	3	22.94	23.81	24.71
4	\$ 22.42	4	23.27	24.14	25.04
5	\$ 22.75	5	23.60	24.47	25.37
6	\$ 22.78	6	23.63	24.50	25.40
7	\$ 22.95	7	23.80	24.67	25.57
8	\$ 24.28	8	25.13	26.00	26.90
9	\$ 25.60	9	26.45	27.32	28.22
10	\$ 25.70	10	26.55	27.42	28.32
11	\$ 26.24	11	27.09	27.96	28.86
12	\$ 32.94	12	33.79	34.66	35.56

*** All staff members on this scale will move laterally to their 2020-2021 salary rate. For example, a staff member at Step 4 in 2020-2021 will stay at Step 4 in 2021-2022.**

***Step 0 will be eliminated beginning with the 2021-2022 school year.**

VAN AIDE

Base Year Step	2020-2021	New Step	2021-2022	2022-2023	2023-2024
0	\$ 15.25				
1	\$ 15.33	1	15.93	16.55	17.19
2	\$ 15.42	2	16.02	16.64	17.28
3	\$ 15.52	3	16.12	16.74	17.38
4	\$ 15.67	4	16.27	16.89	17.53
5	\$ 15.83	5	16.43	17.05	17.69
6	\$ 16.14	6	16.74	17.36	18.00
7	\$ 16.33	7	16.93	17.55	18.19
8	\$ 17.63	8	18.23	18.85	19.49
9	\$ 18.95	9	19.55	20.17	20.81
10	\$ 20.24	10	20.84	21.46	22.10
11	\$ 20.68	11	21.28	21.90	22.54

*** All staff members on this scale will move laterally to their 2020-2021 salary rate. For example, a staff member at Step 4 in 2020-2021 will stay at Step 4 in 2021-2022.**

***Step 0 will be eliminated beginning with the 2021-2022 school year.**

Schedule "B" Chapter 78 Insurance Deduction Schedule

*Member contribution towards Health Benefits must be the greater of 1.5% of base salary or the contribution defined on the chart below.

Single Coverage

Employee Salary	Annual Employee Contribution for Medical, Prescription, and Dental
Less than \$20,000	\$356.40
\$20,000 – \$24,999	\$435.60
\$25,000 - \$29,999	\$594.00
\$30,000 - \$34,999	\$792.00
\$35,000 - \$39,999	\$871.20
\$40,000 - \$44,999	\$950.40
\$45,000 - \$49,999	\$1,108.80
\$50,000 - \$54,999	\$1,584.00
\$55,000 - \$59,999	\$1,821.60
\$60,000 - \$64,999	\$2,138.40
\$65,000 - \$69,999	\$2,296.80
\$70,000 - \$74,999	\$2,534.40
\$75,000 - \$79,999	\$2,613.60
\$80,000 - \$94,999	\$2,692.80
More than \$95,000	\$2,772.00

Husband and Wife Coverage

Employee Salary	Annual Employee Contribution for Medical, Prescription, and Dental
Less than \$25,000	\$554.40
\$25,000 - \$29,999	\$712.80
\$30,000 - \$34,999	\$950.40
\$35,000 - \$39,999	\$1,108.80
\$40,000 - \$44,999	\$1,267.20
\$45,000 - \$49,999	\$1,584.00
\$50,000 - \$54,999	\$2,376.00
\$55,000 - \$59,999	\$2,692.80
\$60,000 - \$64,999	\$3,326.40
\$65,000 - \$69,999	\$3,643.20
\$70,000 - \$74,999	\$4,118.40
\$75,000 - \$79,999	\$4,276.80
\$80,000 - \$84,999	\$4,435.20
\$85,000 - \$99,999	\$4,752.00
More than \$100,000	\$5,544.00

Parent and Child Coverage

Employee Salary	Annual Employee Contribution for Medical, Prescription, and Dental
Less than \$25,000	\$543.48
\$25,000 - \$29,999	\$698.76
\$30,000 - \$34,999	\$931.68
\$35,000 - \$39,999	\$1,086.96
\$40,000 - \$44,999	\$1,242.24
\$45,000 - \$49,999	\$1,552.80
\$50,000 - \$54,999	\$2,329.20
\$55,000 - \$59,999	\$2,639.76
\$60,000 - \$64,999	\$3,260.88
\$65,000 - \$69,999	\$3,571.44
\$70,000 - \$74,999	\$4,037.28
\$75,000 - \$79,999	\$4,192.56
\$80,000 - \$84,999	\$4,347.84
\$85,000 - \$99,999	\$4,658.40
More than \$100,000	\$5,434.80

Family Coverage

Employee Salary	Annual Employee Contribution for Medical, Prescription, and Dental
Less than \$25,000	\$596.16
\$25,000 - \$29,999	\$794.88
\$30,000 - \$34,999	\$993.60
\$35,000 - \$39,999	\$1,192.32
\$40,000 - \$44,999	\$1,391.04
\$45,000 - \$49,999	\$1,788.48
\$50,000 - \$54,999	\$2,384.64
\$55,000 - \$59,999	\$2,782.08
\$60,000 - \$64,999	\$3,378.24
\$65,000 - \$69,999	\$3,775.68
\$70,000 - \$74,999	\$4,371.84
\$75,000 - \$79,999	\$4,570.56
\$80,000 - \$84,999	\$4,769.28
\$85,000 - \$89,999	\$5,166.72
\$90,000 - \$94,999	\$5,564.16
\$95,000 - \$99,999	\$5,762.88
\$100,000 - \$109,999	\$6,359.04
More than \$110,000	\$6,955.20