



AGREEMENT

-Between-

TEAMSTERS LOCAL 11
International Brotherhood of Teamsters

-And-

BOARD OF EDUCATION OF THE TOWNSHIP OF WAYNE
Dispatchers

July 1, 2021 through June 30, 2024

Michael Curcio
President/Principal Officer

Elizabeth Williamson
Secretary-Treasurer

Printed & Assembled by
Teamsters Local 11
Office Staff

Agreement
between the
THE TOWNSHIP OF WAYNE
and the
LOCAL 11, AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
DISPATCHERS
For
SCHOOL YEAR
2021-2024
Effective July 1, 2021

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	1
II	REPRESENTATION FEE/CHECK-OFF	1
III	LETTER OF DISCIPLINE/EMPLOYEE EVALUATION	4
IV	EMPLOYEE RIGHTS AND PRIVILEGES	5
V	UNION RIGHTS AND PRIVILEGES	5
VI	GRIEVANCE PROCEDURES	6
VII	MANAGEMENT'S RIGHTS	9
VIII	EMPLOYMENT PROCEDURES	10
IX	SENIORITY	11
X	SALARIES AND OTHER COMPENSATION	11
XI	RECOGNITION OF DISPATCHERS	12
XII	BENEFITS	12
XIII	LEAVES	15
XIV	HOLIDAYS AND SNOW DAYS	17
XV	MISCELLANEOUS PROVISIONS	18
XVI	CONTRACTING OF DISPATCHERS WORK	20
XVII	TERM	21
	SIGNATURE PAGE	22

PREAMBLE

THIS Agreement entered into as of this 1 day of July 2021, 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, Suite 200, 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 dispatchers and assistant dispatchers employed by the Board as per Public Employment Relations Commission (PERC) Docket No. #RO-2021-010, September 8, 2020.

ARTICLE II **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.A. 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 2nd salary paid to each employee during the month and such deduction made the 1st 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) Ten (10) days after receipt of the aforesaid list by the Board; or
 - b) Thirty (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 Ten (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.

- C. 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.
- D. The Union shall indemnify and hold harmless the Board 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 Board in conformance with this Article.

ARTICLE III

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 Director of Transportation within five (5) working days after the employee was permitted to read and acknowledge the original letter of discipline.

- a. This Employment Agreement may be terminated by the Employer giving the Board sixty (60) days prior written notice of such election to terminate.
- b. This Employment Agreement may be terminated for good cause by the Board, giving at least sixty (60) days prior written notice of such election to terminate to the Employee.

B. EMPLOYEE EVALUATION

All evaluations shall be conducted pursuant to applicable statutory provisions, administrative regulations and Board policies and/or regulations. The Director of Transportation shall evaluate the performance of the Employee in accordance with the

State Board of Education Regulations, Board Policy No. 4220 Employee Evaluation, the employee's job description as existing and as may be amended by the Board from time to time.

ARTICLE IV
EMPLOYEE RIGHTS AND PRIVILEGES

No employee shall be disciplined, reprimanded, reduced in rank arbitrarily or without reason.

ARTICLE V
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 VI

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.

PROCEDURE

1. Level One- Director of Transportation

- a) An employee or representative of the Union, hereinafter known as the Grievant, shall first discuss the grievance with the Director of Transportation 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 Director of Transportation. The Director of Transportation 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 Director of Transportation 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, respond 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 (5) work/school 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 (hereinafter referred to as '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 the Union 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 P.E.R.C. 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 binding.
- 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) In no event shall the Arbitrator have authority to modify, alter, amend or add to the terms of this Agreement.

C. 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 VII

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 to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE VIII
EMPLOYMENT PROCEDURES

A. NEW EMPLOYEES

All new employees shall be subject a probationary period of sixty (60) days. At the conclusion of the probationary period of sixty (60) days, a decision shall be made as to whether to retain the employee in the Assistant or Dispatcher position. If a decision is made to return a previously-employed unit member to the position of bus driver, the decision shall not be subject to the Grievance Procedure outlined in Article VI.

B. 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.
2. Weekend work in excess of forty (40) hours shall be compensated at one and one-half (1 ½) times the employee's base hourly rate for each hour worked, with a minimum of one (1) hour.
3. If an employee works on one of the holidays listed in Article XIV, he/she shall be entitled to two (2) times the hourly rate.

C. UNIFORMS

1. The Board shall provide the dispatchers with the following at no cost to the employee:
 - a. Five (5) golf shirts each year
 - b. One (1) highway traffic safety vest

- c. One (1) set of foul weather gear, which will be replaced as needed
- d. One (1) winter coat, which will be replaced as needed

ARTICLE IX

SENIORITY

- A. Seniority shall be defined as an employee's total length of services with transportation dispatchers for the Wayne Board of Education from the latest date of hire.
- B. The Board shall maintain a separate seniority list for dispatchers. The seniority list shall be maintained and revised as necessary by the Director of Transportation. A copy of each revised list shall be sent to the Union President within two (2) weeks from the date of revision.
- C. 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 X

SALARIES AND OTHER COMPENSATION

A. SALARY GUIDE

Salary and Work Week

- 1. The Employee's annual salary for the 2021-2022, 2022-2023, 2023-2024 school years shall be as follows:

July 1, 2021 2.5%

July 1, 2022 2.5%

July 1, 2023 2.5%

1-hour lunch break, no 15-minute break

The total work week for the employee for the base salary shall be 40 hours per week. This shall be based upon five days of eight hours each.

2. Overtime may be required periodically for coverage or other special conditions as identified by the Director of Transportation which shall be additionally compensated at one and one-half (1.5x) times the hourly rate.
3. All overtime requires prior approval by the Executive Manager/Director of Transportation.
4. The Employee's salary shall be paid in installments in accordance with the schedule of payments in effect for other twelve-month employees.
5. Any required per diem adjustments to the Employee's salary will be calculated as 1/240th of said employee's annual salary.

B. OTHER COMPENSATION

1. The Board shall reimburse employees for all costs associated with fingerprinting for commercial driver's license 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 of proof of payment is presented to the Board.

ARTICLE XI

RECOGNITION OF DISPATCHERS

Dispatchers who have completed ten (10) 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 dispatcher one-time on their anniversary date.

ARTICLE XII

BENEFITS

Effective January 1, 2021, employees hired on or after July 1, 2020, who are benefits eligible, shall be enrolled in the New Jersey Educators Health Plan (NJEHP) or the forthcoming Garden State Health Plan (GSHP) as required by P.L. 2020, c. 44. Effective July 1, 2021, all unit members not enrolled in the New Jersey Educators Health Plan (NJEHP) or the forthcoming Garden State Health Plan (GSHP) will contribute a percentage of the "cost of coverage", which

is defined as the premium for medical, prescription drug, and dental plan coverage, based on unit member's base salary and level of coverage chosen, pursuant to P.L. 2011, c. 78. All unit members enrolled in the NJEHP or the forthcoming GSHP will contribute a percentage of their salary based on coverage tier towards their medical and prescription drug benefits as mandated by P.L. 2020, c. 44. Dental plan contributions for unit members enrolled in the NJEHP or the forthcoming GSHP will continue to be pursuant to P.L. 2011, c. 78. Full-time unit members shall be provided insurance coverage in the manner hereinafter provided:

A. Effective July 1, 2021, employees working thirty (30) or more hours per week shall be eligible for medical benefits.

B. The prescription drug plan offered to employees and their families, if eligible, not enrolled in the NJEHP or forthcoming GSHP will have the following prescription drug copays at retail pharmacies:

- Non-Preferred Brand - \$30
- Preferred Brand - \$20
- Generic - \$10

Prescription drugs obtained through mail order will have 1x applicable copay amounts. Prescription drug copay amounts shall not be reimbursed under the district's medical plans.

C. Annual calendar year deductibles of \$300 individual/\$600 family shall apply to all out-of-network covered medical benefits payable under the insurance coverages described herein as Aetna's Open Access Managed Choice (OAMC). No deductible shall apply to in-network covered medical benefits.

D. Effective July 1, 2021, all unit employees will have the option of enrolling in Aetna's OAMC medical plan with a \$100 emergency room copay, waived if admitted. Employees may also enroll in Aetna's Savings Plus, Elect Choice EPO, High Deductible HSA, NJEHP or forthcoming GSHP. All employees hired after November 16, 2017, but before July 1, 2020, shall have the option of enrolling in Aetna's Savings Plus, NJEHP or forthcoming GSHP. Effective January 1, 2018, unit members not enrolled in the NJEHP or forthcoming GSHP will be enrolled in a

prescription drug plan with the following copays: \$10 Generic, \$20 Preferred Brand and \$30 Non-Preferred Brand. Prescription drugs obtained through mail order will have 1x applicable copay amounts. If Aetna's Open Choice PPO plan is still maintained by the Wayne Township Public School District for other employee groups, unit members may voluntarily elect to pay the full additional cost to enroll in Aetna's Open Choice PPO plan. This option will be available only to unit members employed as of April 1, 2014 and shall remain an option only for as long as Aetna's Open Choice PPO plan is maintained by the Wayne Board of Education. The continuation of Aetna's Open Choice PPO plan is at the sole discretion of the employer. If at any time the Aetna Open Choice PPO plan is discontinued by the employer, unit employees will be required to immediately transition to Aetna's OAMC, NJEHP or forthcoming GSHP.

E. The Board of Education shall provide dental insurance for employees and their families, if eligible.

F. Reasonable & Customary (R&C) allowances apply to all out-of-network medical and dental covered benefits.

G..Limited Vision benefits will be offered through the district's applicable medical plans that include vision coverage.

H. In the event of a change of insurance carrier or carriers, the coverage provided by the new carrier or carriers shall be at least as comprehensive and extensive as the former coverage heretofore provided.

I .Any Employee who has dependent coverage through his or her spouse's employer (other than the Wayne Township Board of Education) may waive medical and prescription insurance coverages from the Board and shall receive 50% of the single medical coverage costs to which he/she is entitled or \$5,000, whichever is less. Employees who do not receive medical and prescription 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-enroll in another coverage should they experience a "change of life" event as defined by the plan's requirements. Re-enrollment is subject to the plan's requirements. The effective date of coverage is subject to the plan's requirements.

J. Pursuant to the provisions of NJ P.L. 2020, c. 44, all employees newly hired July 1, 2020 or later must enroll in Aetna's NJEHP effective January 1, 2021 and shall have the option of changing medical plans to the forthcoming GSHP during the district's scheduled open enrollment period(s) each year thereafter.

ARTICLE XIII

LEAVES

All requested absences must be entered into the on-line District attendance program pursuant to District procedures.

A. SICK LEAVE

1. The Employee shall be entitled to thirteen (13) sick leave days per year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. The Dispatchers shall be entitled to payment for 50% of his/her accumulated sick leave days at the then current salary up to a maximum of 100 days, after 10 years of service in the Wayne Schools, and only upon certified retirement pursuant to the Public Employees Retirement System. A day's pay shall be defined as 1/240th of the Employees' annual salary. The maximum lump sum payment available under this provision is \$15,000.
3. Any eligible employee may apply for Board of Education approval for a leave, pursuant to State and Federal statutes, for his/her own serious health condition which renders him/her unable to perform regular duties. Employees must use any accrued paid sick days at the beginning of their medical leave. After exhausting accrued sick days, the remainder of the leave will be unpaid. The concurrent use of sick days with medical leave does not extend the twelve-week leave period. Whenever applicable, all extended leaves under this article shall be counted and run concurrently with leave available for the same circumstances under Federal and State statutes.
4. Any eligible pregnant employee may apply for Board of Education approval for a disability leave of absence and may be granted the leave. The leave dates shall be supported by a physician's certificate, which shall generally allow for up to twenty (20) work days before and up to twenty (20) work days, or thirty (30) work days in

the case of caesarean birth, after the anticipated date of birth during the period of pregnancy-related disability. During the period of disability, an employee shall be required to use accumulated sick leave and benefits as required under law. Time spent on paid disability leave shall be counted concurrently with unpaid time available under law. Accumulated sick days must be utilized during the disability period. The application for child care may be made to become effective immediately upon termination of the anticipated disability leave.

B. PERSONAL LEAVE

1. A maximum of two (2) paid days for personal use may be granted to the employee for legal business or family matters which require the employee's absence during school hours.
2. An employee must obtain administrative approval from the employee's immediate supervisor for the use of personal days at least three (3) days before the required leave day(s), except in cases of emergency. When emergency circumstances occur, the employee must notify his/her immediate supervisor.
3. Personal days may not be taken immediately before or after a vacation or holiday unless approved by the employee's immediate supervisor.
4. Any unused personal days shall accumulate to accumulated sick days to be used in subsequent years.

C. BEREAVEMENT LEAVE

1. Up to five (5) days shall be granted in the event of death in the immediate family (employee's spouse, civil union or domestic partner, children, parent, brother, sister, grandparent, mother-in-law, father-in-law, grandchild) or for persons residing within the household for which the employee has a family-like responsibility. Up to one (1) day shall be granted to attend the funeral of employees' relative outside the employees' immediate family or household as defined above. Funeral home visitations are to be scheduled after working hours. An employee must obtain administrative approval from the employee's immediate supervisor for the use of this leave. The employee must identify the individual for whom the

employee is taking the leave. This leave must be taken within two (2) weeks from the date of death, absent extraordinary circumstances.

D. FAMILY ILLNESS LEAVE

Leave of Absence with pay, to a maximum of three (3) days per year may be granted to care for a member of the immediate family who is ill or for other good reason where there are extenuating circumstances.

ARTICLE XIV

HOLIDAYS AND SNOW DAYS

A. HOLIDAYS

1. All dispatchers 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.

There shall be twelve (12) set holidays as set forth below:

New Years' Day	Friday after Teacher's Convention
Thanksgiving Day	Memorial Day
Friday after Thanksgiving	Good Friday
Christmas Day	Christmas Eve
Presidents Day	New Year's Eve
Fourth of July	Labor Day

2. There shall be four (4) additional floating holidays available to the employee that may be scheduled upon prior approval of the Director of Transportation.
3. During school recesses of greater than two (2) days such as Winter or Spring Recess, the employee shall be required to work ½ of the day as established by the Director of Transportation.
4. If, for any reason, a building is required to be open on any of these days or any alternate holiday dates, the employee may be directed to report for work as usual.

For time so worked on these stated holidays or any alternate holidays dates, time and one-half (1 ½) for each hour worked will be paid in addition to the day's regular pay for the holiday.

B. SNOW DAYS

1. The Director of Transportation will make every effort to notify dispatchers by 5:00 a.m. that schools are closed due to a snow emergency or inclement weather, if a decision has been made by that time.

C. VACATIONS

1. All vacation requests shall be submitted via the district's online attendance system for approval.
2. The Employee shall be entitled to vacation days according to the following schedule.
 - a. Service for less than one year – one (1) day per month up to a maximum of 10 days.
 - b. Service of 1st year to 5th year – 10 days
 - c. Beginning of 6th year – 15 days
 - d. Beginning of 11th year – 20 days
3. Vacation earned shall be accrued and not be used until the next school year following the year in which it was earned. Up to ten (10) earned vacation days may be carried over at the end of any fiscal year; however, the vacation days varied over must be used by the end of the next fiscal year or shall be forfeited.
4. Upon separation from employment, employee shall be paid for up to thirty (30) unused and/or accrued vacation days at 1/240th of salary.

ARTICLE XV

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. NON-WAIVER

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

D. PROFESSIONAL DEVELOPMENT

1. Tuition Reimbursement

a. The Employee shall be entitled to reimbursement of tuition in an amount up to \$750 during the term of this agreement. The provisions of this section shall only be implemented to the extent permitted by NJSA 18A:6-8.5 or any other statutory provision of administrative regulations.

b. The Board will pay the full cost of tuition incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions or any other such sessions the employee is required to attend by the Director of Transportation and/or the employee's direct supervisor.

E. CERTIFICATIONS

The cost of certifications and associated costs for all certifications that are job specific will be reimbursed for any state and/or national Transportation Association certifications, upon approval by the Director of Transportation, as follows:

\$200 per certification to a maximum of ten (10) certificates per year

F. MODIFICATION OF THE AGREEMENT TERMS

The terms and conditions of this Agreement shall not be modified except by the written consent of both parties.

G. CONFLICTS

In the event of any conflict between the terms, conditions and provisions of the Agreement and the provisions of the Board's policies or any permissive federal or State law, the terms of the Agreement shall take precedence over the contrary provision of the Board's policies or any such permissive law, unless otherwise prohibited by law.

H. SEVERABILITY

It is agreed that if any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall be construed with the meaning which renders it valid.

The Board agrees to initiate negotiations with the Union for a Successor Agreement in accordance with the rules of the Public Employment Relations Commission.

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

ARTICLE XVI

CONTRACTING OF DISPATCHERS 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 Dispatchers 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 termination of employment with the Wayne Board of Education. Employees shall be required to submit the applicable employee benefits contribution during this time, in accordance with law.
- C. Severance pay of one (1) week's pay per year of work shall be granted to each unit member.
- D. The Employee shall be entitled to membership in the Student Transportation Association (STA) to be paid by the Board, not to exceed \$225.00 per year.

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, 2021 through June 30, 2024.

WITNESS:



WILLIAM G. MOFFITT
Business Administrator
Board Secretary

DATED: 10/7/21

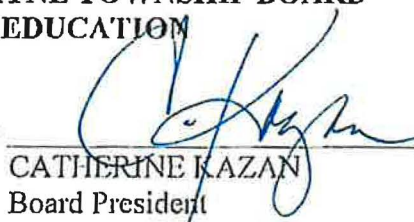
WITNESS:



DATED: 10/7/21

**WAYNE TOWNSHIP BOARD
OF EDUCATION**

BY:

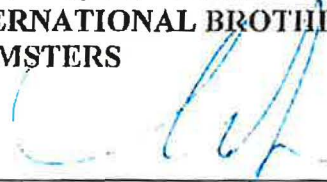


CATHERINE KAZAN
Board President

DATED: 10/7/21

**LOCAL 11, AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS**

BY:



Michael Curcio, President/Principal Officer

DATED: 10/6/21

BY:



Maryann Tittle, BA/Recording Secretary

Committee:



Kenny Shawell