

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
RANDOLPH BOARD OF EDUCATION  
AND  
TEAMSTERS LOCAL 97 OF NEW JERSEY



EFFECTIVE: July 1, 2019

EXPIRES: June 30, 2024

**PREAMBLE**

**THIS AGREEMENT**, made this                      day of                      2020, between the BOARD OF EDUCATION OF THE TOWNSHIP OF RANDOLPH, in the County of Morris, New Jersey, a body corporate of New Jersey, hereinafter referred to as the Board, and the RANDOLPH TOWNSHIP SCHOOL BUS DRIVERS, members of TEAMSTERS LOCAL 97 OF NEW JERSEY, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the UNION.

WITNESSETH:

WHEREAS, the Board has an obligation, pursuant to N.J.S.A. 34:13A-1 et seq. to negotiate with the Union as the representative of employees of pay, hours of work, and other conditions of employment consistent with the law.

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual covenants, as follows:

## **ARTICLE I – UNION RECOGNITION AND CHECK-OFF**

### **1.1 RECOGNITION**

The Board recognizes the Union as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment of all employees employed by the Board as full-time bus drivers, full-time relief drivers, part-time drivers, mechanics and mail courier who shall hereinafter be referred to as “employee” but excluding all other employees and substitutes.

### **1.2 PROBATIONARY PERIOD**

An employee shall be deemed probationary following his/her first appointment for a period of two (2) school years. Thereafter, he/she shall be deemed a regular employee. Any employee whose starting date is after January 31 of any school year, will not be considered to have started their probationary period until the start of the next school year.

### **1.3 DEFINITION OF FULL TIME**

An employee shall be considered as a full-time employee when he or she is assigned six (6) runs per day as defined in Article XIV, or drives a vehicle for a cumulative elapsed time equal to four (4) hours each day.

### **1.4 DUES DEDUCTIONS**

Upon receiving the written authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Board and the Union consistent with Chapter 310, Public Laws of 1967, N.J.S.A. –52:14-15.9(e) and under rules established by the State Department of Education), the Board agrees to deduct from the first pay of each month of membership dues (and initiation fees where applicable) in such amounts as fixed, pursuant to the by-laws and constitution of the Union during the full term of this Agreement and any extension or 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<sup>th</sup>) day of each month following the monthly pay period in which the deduction was made.

### **1.5 DUES CERTIFICATION**

The Union shall certify to the Board, in writing, the current rate of its membership dues. If the Union should change the rate of its membership dues, it shall give the Board written notice one (1) pay period prior to the effective date of such change.

### **1.6 NOTIFICATION OF NEW EMPLOYEES**

The Board will notify the Secretary-Treasurer of the Union and the Chief Shop Steward within seven (7) days of hiring of all employees and potential employees, their addresses, birth dates, classifications, rates of pay and social security numbers; and of all removals of employees from the Board’s payroll.

### **1.7 HOLD HARMLESS**

The Union shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision. The Union shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation, the Board shall have no obligation to defend this provision but shall cooperate with the Union in defending this provision.

## **ARTICLE II – VISITATION AND BULLETIN BOARD**

### **2.1 UNION VISITATION**

The Union representative will be permitted to visit Union stewards and members at such times as not to interfere with their normal operation of their bus runs or job between bus runs on Board premises for the purpose of discussing Union business.

### **2.2 BULLETIN BOARD**

The Board shall supply one (1) two by two foot (2' X 2') bulletin board at a site of the Union's choice, acceptable to the Board of Education in a conspicuous location which shall be for the use of the Union for posting notices and bulletins pertaining only to Union matters. Bulletin board shall be fitted with a lockable glass door.

## **ARTICLE III – STEWARDS**

### **3.1 STEWARDS, ALTERNATES AND NOTIFICATION**

The Board recognizes the right of the Union to designate one (1) Chief Steward and three (3) Shop Stewards 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 change.

### **3.2 AUTHORITY**

The authority of the steward and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities.

- a. Investigation and presentation of grievances in accordance with the provisions of the Agreement.
- b. Transmission of such messages and information which shall originate with and are authorized by the Union or its officers.

### **3.3 UNION LEAVE**

Union Stewards may request Union Leave to attend a conference or workshop related to Union duties, provided the Union sends information about the event to the Board for approval in

sufficient time for the Board to consider the request. The information must include a letter on official Teamsters Local 97 letterhead with a Union official's signature. The Board in its sole discretion will determine whether or not to grant the leave request. Denial of Union Leave shall not be grievable or arbitrable under the contractual grievance procedure. Two (2) Union Stewards shall be permitted to attend, with pay, the Teamsters' Shop Steward Seminar, up to a maximum of six (6) total paid days per year, provided the paid days are not taken during the first or last week of school or on days preceding or immediately following holidays or vacation periods or when absences would interfere with legitimate business needs. Requests for paid leave pursuant to this Article shall not be unreasonably denied. The maximum overall leave granted per year, including paid days, shall not exceed ten (10) total days. Union Leave shall not be carried over from year to year.

#### **ARTICLE IV – GRIEVANCES**

##### **4.1 DEFINITION**

For the purpose of this Agreement, the term "grievance" means any difference or dispute between the Board and the Union, or between the Board and any employee with respect to the interpretation, application or violation of any of the provisions of this Agreement.

##### **4.2 TWENTY DAY PROVISION**

A grievance to be considered under this procedure must be initiated within twenty (20) calendar days from the time when the grievance knew of its occurrence.

##### **4.3 GRIEVANCE PROCEDURES**

The procedure for settlement of grievances shall be as follows:

Any grievance not answered in the time allowed of each step, the aggrieved party has the right to go to the next step. A reasonable request for an extension not to exceed four (4) days will be granted for both sides.

STEP I: The aggrieved employee shall discuss his or her problems with the Union Steward and the Director of Transportation who shall attempt to settle the problem within four (4) calendar days from the time it was first presented.

In situations involving termination, once an employee receives a written notice of termination from the Board, the Union may expedite a grievance on the matter by filing a grievance at Step III (three) of the Grievance Procedure described above.

STEP II: If the grievance is not resolved within the four (4) calendar days at Step I, it shall, within four (4) calendar days, be reduced to writing by the aggrieved employee, and one (1) copy furnished to the district's Business Administrator, the Steward and the aggrieved employee shall meet and attempt to solve the problem within four (4) calendar days from the time it was presented.

STEP III: Failing to find a mutually satisfactory solution in Step II and within seven (7) calendar days, a meeting shall be arranged between the aggrieved employee, Union representative, the Steward and the Superintendent of Schools, with the object of settling the problem within seven (7) calendar days from the time it was presented.

STEP IV: Failing to find a mutually satisfactory solution in Step III, the matter shall be submitted in writing to the Board through the Superintendent of Schools. The Board shall hold a hearing with the employee, the Steward and the Union Representative at the next regular conference meeting and render a decision in writing and forward copies to the grievant and the Union within ten (10) calendar days of the date of the hearing. The Union shall agree to an extension of time for the hearing when requested by the Board, for reasonable cause.

STEP V: Grievances pertaining to the interpretation of the Collective Bargaining Agreement may be submitted to advisory arbitration, or if the Board and the Union agree, to binding arbitration or some other form of legal relief. If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and he/she wishes review of a third party, and the Union determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent within twenty (20) calendar days of receipt of the Board's decision.

In matters of dismissal and suspension only, the grievance shall be governed by binding arbitration excluding employees who have been on the payroll fewer than ninety (90) days. The cost of any arbitration shall be equally borne by the Board and the Union. The arbitrator shall not add to, subtract from, or modify any portion of this contract, and he shall be limited to the issues submitted to him by the parties.

In situations involving termination, once an employee receives a written notice of termination from the Board, the Union may expedite a grievance on the matter by filing a grievance at step three of the grievance procedure described above.

A complaint by an employee regarding the Board's decision to non-renew an employee's contract upon its expiration at the end of the contract year shall not be considered to be a disciplinary action and shall be grievable up to Step IV of the grievance procedures set forth in this Agreement.

#### **4.4 WORKLOAD GRIEVANCES**

Workload distribution shall only be grievable in the event that a more senior driver's package is changed by the Board such that either:

- a. The number of runs is greater than it had originally been and is also greater than the lower senior drivers,
- Or
- b. An undesirable run is added and less senior drivers have no undesirables.

## **ARTICLE V – RULES AND REGULATIONS**

### **5.1 ANNOUNCING NEW RULES**

To the extent that doing so will not infringe on the rights, authority, duties and responsibilities of the Board to administer the school district, every effort will be made to announce in advance and discuss with the Union proposed new rules or modifications of existing rules governing working conditions before they are established.

### **5.2 SCHOOL BUS PARKING**

All drivers will park Board-owned transportation vehicles at school or other locations as may be designated and assigned by management. Drivers shall choose their spots when packages are picked prior to the beginning of the school year. Management reserves the sole right to reassign and re-designate parking locations based on seniority when possible.

If a driver is required to move his/her vehicle to special events from one school to another more than six (6) times, the driver will be compensated at a single “piggy-back” rate for each move. Each one way counts as a “piggy-back” chargeable move.

### **5.3 CLEANING BUS EXTERIORS**

The parties agree that the exterior of school buses and vans should be maintained at a level of cleanliness consistent with generally accepted safety and appearance standards. It is, therefore, agreed that drivers shall be compensated for washing vehicles (provided that approval has been given to the driver by the Director of Transportation). Maximum allowance for exterior washing shall be set at two (2) hours per month. Hourly rates for cleaning the exterior of buses will be governed by those referenced elsewhere in this contract for summer garage and cleaning work. (Rates to be determined for each school year.)

During the months school is in session, the Director shall determine when vehicles must be washed. He shall establish a schedule and shall solicit volunteers for the bus/van washing duties. Drivers shall be offered the opportunity to volunteer to wash their individually assigned vehicle at the compensation rates mentioned above.

### **5.4 CHECKS, INTERIOR CLEANLINESS, INSPECTIONS**

Drivers shall be required to perform all state and locally mandated bus checks daily. Drivers shall clean (interior only) their buses. Vehicles shall be cleaned on a regular basis and shall meet standards established by Management. For as long as the New Jersey Division of Motor Vehicles elects to conduct on-site inspections, each driver shall be obligated to provide assistance if the on-site inspection occurs during the normal school months of September through June.

Driver assistance shall be defined as a responsibility for presenting his or her own vehicle for inspection either at the Board of Education maintenance facility or other location within the

Township as designed by the Director. Drivers shall be scheduled for this assistance by the Director in a manner which will minimize the necessity for run or trip coverage. Assistance shall include the presentation of his/her own vehicle for inspection and the shuttling of vehicles for repair or other activity relative to the inspection process as deemed necessary by the Director or designee.

This assistance shall be accomplished without compensation with each driver obligated for his/her own vehicle to a maximum of one (1) hour per inspection. Any time spent in excess of one hour shall be compensated in one-half hour increments.

Drivers who are absent or otherwise unable to meet this obligation shall be assigned other vehicles for inspection equal in duration to one hour. The additional assignment shall be without compensation.

## **5.5 SNOW CHAINS**

Snow chains will be installed by the mechanic but only at the transportation garage as ordered by the Director of Transportation. In the event of an emergency, as determined by the Director of Transportation, or if a driver is unable to bring his/her bus to the garage, the driver will install the chains for the vehicle he/she is using.

## **5.6 PUMPING FUEL**

Each driver shall pump his/her own fuel.

# **ARTICLE VI – ASSIGNMENT OF WORK**

## **6.1 OFFERING ASSIGNMENTS TO DRIVERS**

- a) All driving assignments (packages) 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, in an emergency, or as may be required to instruct employees, in an emergency, or as may be required to assist employees. Excluded from this section are buses and vans used for sports activities if all full-time drivers are unavailable for the driving assignment.
- b) All summer work will be picked by seniority.

## **6.2 ASSIGNMENT OF EXTRA WORK**

Those drivers who are on the extra service list who take field trips and other assignments shall be compensated on the basis of the Schedule of Rates for Extra Services on a strict rotation-basis according to seniority. The Director of Transportation or his/her delegated authority shall make such assignments with advance notice of one week whenever possible. Refusal of such an assignment shall be in writing on the same assignment form.



### **6.3 EMERGENCY COVERAGE**

Drivers may not unreasonably refuse emergency or substitute run coverages after the emergency list of drivers is exhausted.

Emergency trip assignment lists shall contain the names of any regular trip driver or van driver who wishes to be on the emergency lists.

Upon refusal of first, second and third person called on the emergency lists as supplied to the Board by the Teamster Steward, the Board then has the option in selection any approved driver, part-time driver, or substitute to take the field trip or special assignment.

### **6.4 FIELD/SPORTS TRIP ASSIGNMENTS**

- a. Drivers may be assigned each day school is in session to trips which conflict with regularly scheduled to/from school runs provided those regular school runs are not adversely affected. No deduction of payment will be taken for accepting such a trip assignment. However, drivers who accept these trips will only receive trip pay for that portion of time required by the trip that accumulates before 7:00 AM, between 9:00 AM and 2:00 PM and after 4:00 PM on the day of the trip. The non-paying periods shall be waived in any part regardless of when a driver's regular runs are scheduled to start and/or finish. Midday runs will be covered with no deduction of pay.
- b. A second driver shall be assigned to all night field trips to New York City. A second driver shall be assigned to other field trips only in the discretion of the Director of Transportation.

### **6.5 FIELD TRIPS ON VANS**

Extra service assignments which are van specific will be offered to van drivers first as long as they are available and on a rotation basis.

### **6.6 ONE WAY TRIPS**

One way trips out of town or two way trips that are changed to one way at the time of the trip, on weekends, holidays or other days when school is closed will be paid at a minimum of two and one-half (2.5) hours which includes pre-trip and clean up time.

### **6.7 SHORT TRIPS**

Trips of 20 miles or less to a destination may at the discretion of the Director of Transportation be scheduled to return to the District after drop-off, and proceed from District to the pick-up destination at the designated time. A return and pick-up in such circumstance will be paid at 2.5 hours each way. Trips over 20 miles to a destination will remain at the destination.

## **6.8 DRIVER TRAINERS**

Two (2) Driver Trainers may be assigned to train newly hired school bus drivers, re-train existing drivers and conduct safety classes for all drivers as needed and as determined necessary by the Transportation Director. Driver Trainers will also work collaboratively with the Transportation Director to develop training materials and programs.

Driver Trainers will be recommended by the Transportation Director and will be chosen from a pool of interested, experienced drivers, taking into account the driver's safety and driving record(s), seniority and training experience. Time spent performing duties as the Driver Trainer (i.e., actually performing training, conduct of safety classes, etc.) will be paid a stipend of \$20.00 per hour worked, which shall be in addition to their regular rate of pay.

## **ARTICLE VII – SICK LEAVE AND BEREAVEMENT PAY**

### **7.1 DEFINITION OF SICK LEAVE**

Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household. Sick time, like personal time, should be earned and not awarded upon hiring. Authorized sick leave and approved personal leave shall not be deducted from the 30-hour work week for overtime calculations. Sick leave may be used in half day or full day increments.

### **7.2 CALCULATION OF DAYS**

An employee covered by this Agreement shall be granted sick leave with pay of one (1) working day for every month of service during the remainder of the first school year of service, and ten (10) working days (twelve (12) days for twelve month employees) in every school year thereafter. The amount of such leave not taken shall accumulate from year to year. A part-time driver shall be eligible for only the prorated share of sick leave based upon his/her daily earnings.

### **7.3 PAYMENT OF UNUSED SICK LEAVE**

Drivers will be paid \$25.00 for each unused sick day upon leaving the Randolph School District after ten (10) years of service

As per State Law, *N.J.S.A. 18A:30-3.6*, the sick leave payout is capped at \$15,000 for employees covered by the statute.

### **7.4 COMPASSIONATE LEAVE BANK/RETIREMENT**

Upon retirement, unused personal days accumulated in the compassionate leave bank, shall be paid in the amount of \$30.00 per day.

## **7.5 ANNUAL ACCOUNTING**

Employees shall be given an accounting of accumulated sick leave at the beginning of each school year and upon reasonable request. Accumulated sick leave shall be accounted for in half and full day increments.

## **7.6 MEDICAL EVIDENCE**

An employee absent on sick leave shall submit acceptable medical evidence substantiating the illness, if requested by the Board. Extended absences shall require written authorization by a physician in order to return to work. An employee absent immediately before or after a holiday or recess period must, upon return to work, provide a physician's note substantiating the illness and need for sick leave.

## **7.7 BEREAVEMENT: FIVE DAY**

An employee shall be granted up to five (5) consecutive business days leave with pay upon the death of a member of his/her immediate family. Immediate family shall include husband, wife, child, mother, father, grandchildren, sister, brother, grandparents, parents-in-law, or other relatives who live in the same household.

## **7.8 BEREAVEMENT: TWO DAY**

Absence due to the death of a sister-in-law or brother-in-law shall be allowed with full pay for up to two (2) consecutive business days.

## **7.9 BEREAVEMENT: ONE DAY**

Absence due to the death of a non-immediate member of the employee's family shall be allowed with full pay for the day of the funeral.

## **7.10 COMPASSIONATE LEAVE**

An employee may use personal days to build a compassionate leave bank containing a maximum of twelve (12) days. The use of compassionate leave days is restricted to illness or death in the family. Employees who opt to convert unused personal business days must do so by June 30 of the year in which the personal days were to be used. Once banked, compassionate leave days may be taken at no less than one half ( $\frac{1}{2}$ ) day increments by the employee upon request. Half days are allowed to be banked in compassionate leave. Half days are a minimum of four (4) runs. Employees who desire to use two (2) or more compassionate leave days in tandem with one (1) or more personal days, must secure the approval of the Superintendent.

## **ARTICLE VIII – JURY AND MILITARY LEAVE**

### **8.1 JURY DUTY**

An employee covered by this Agreement who is ordered to report to jury duty shall be granted a leave of absence from his/her regular duties during the actual period of such jury duty, and shall receive for such a period of jury duty an amount equal to the difference in his/her regular pay and his/her duty pay provided the employee, after receipt of the jury duty notice, has submitted a letter to the court requesting that he/she be excused.

### **8.2 MILITARY LEAVE**

Military leave for employees training with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

## **ARTICLE IX – LEAVES OF ABSENCE**

### **9.1 UNPAID LEAVE**

Employees taking unpaid leaves of absences on days when school is in session will be subject to disciplinary action unless the leave is to care for a critically ill member of the immediate family. An employee shall submit acceptable medical evidence substantiating the illness of the family member, if requested by the Board. The Board of Education and Union agree to comply with provisions of the State and Federal Family Leave Act (FMLA).

### **9.2 RETURN FROM LEAVE**

At the expiration of any Board approved leave the employee shall be returned to the position from which he/she is on leave with all benefits restored and all increases granted during the leave.

### **9.3 ABSENCE FOR PERSONAL BUSINESS**

- a. Absence for personal business shall be limited to three (3) school days per year for ten (10) month employees and four (4) school days per year for twelve (12) month employees. Application must be made to the Superintendent or designee through the Director of Transportation three (3) workdays in advance except in emergencies prior to permission being granted.
- b. The use of personal days shall be limited to two (2) per month. The Director may, in his/her sole discretion, reject applications for personal business leave in order to ensure adequate staffing in situations in which three (3) or more drivers are scheduled to be absent because of accrued personal business leave or extended sick leave. In these cases, rejection shall be made starting with the last application received.
- c. If a bus driver fails to report for work after a personal day has been denied, a letter of "Notification of Loss of Pay" will be sent to the employee withholding wages for that

day with a copy to Union Headquarters, local Union Steward and a copy for the employee's personnel folder.

- d. Application for an emergency personal day shall be made on the first day the employee returns to work. The application shall state the emergency and shall be subject to approval/denial of the Superintendent or designee.
- e. New employees shall earn personal leave. It shall not be awarded at the outset of employment. After three (3) consecutive months of employment, one (1) personal day shall be considered earned. One (1) personal day shall be earned for each consecutive three (3) months until the maximum allowable days are reached. Upon returning for employment in a new school year, the maximum allowable days will be considered earned regardless of how many months were worked the previous school year.
- f. No personal business leave may be taken on days preceding or immediately following holidays or vacation periods. Personal business leave may be used during the last five days of student attendance. Requests for use during the last week of school must be submitted by May 15<sup>th</sup>, and approval or denial of same will be provided within one week of the request. Approvals will be granted on a first come, first serve rotating seniority basis. A maximum of two (2) days of personal leave may be granted per day during the last week of school in any year.
- g. Any employee who uses a personal leave of absence for a midday run or runs must submit a written request prior to said absence. If the absence is due to a doctor's appointment, a doctor's note must be provided.

## **ARTICLE X – SENIORITY**

### **10.1 PRINCIPLE OF SENIORITY**

It is hereby agreed that in all cases of transfers, workloads, layoffs, and recalls, the parties hereto consider the principle of seniority. In all cases, however, the ability to perform the work in a satisfactory manner will be a factor in designating the employee to be affected.

### **10.2 DEFINITION**

The seniority of an employee is defined as the length of service as a Board employee, dating back to his or her first date and time of hire as a full or part-time employee and as limited by Section 11.1 and by their job classification. New personnel hired on the same date shall receive seniority listing as to the exact date and hourly time of hire as referenced by a letter of recommendation for employment prepared by the Director of Transportation addressed to the district's Business Administrator and issued upon the receipt of all critical employment documents from the candidate.

### **10.3 LAYOFFS AND RECALL**

In the event of layoffs and rehiring, the last person hired in the job classification affected shall be the first to be laid off, and the last person laid off shall be the first to be recalled in accordance with his or her seniority in his or her classification, provided the more senior employee is able to perform the available work in a satisfactory manner.

### **10.4 SENIORITY LISTS**

The Board shall prepare and forward to the Union a seniority list of employees by department and classification. Seniority lists shall be updated when necessary, and shall be posted on the Union bulletin board, showing the employee's name, classification and seniority date.

### **10.5 RETENTION OF SENIORITY**

Seniority shall be retained and shall accumulate during all leaves and layoffs as a result of action initiated by the Board.

### **10.6 ASSIGNMENT OF VEHICLES**

All new buses and vans shall be assigned to drivers, by seniority, on a round-robin basis, and whenever possible the driver assigned shall have a minimum of two (2) years prior experience, in our district, on a 54-passenger bus. Drivers will accept all additional responsibilities that a particular vehicle entails. Specialized vehicles must accompany the appropriate runs.

### **10.7 SWITCHING VEHICLE ASSIGNMENTS**

Any driver who wishes to switch from a 54 passenger bus to a van or from a van to a 54 passenger bus, may do so by the bidding process or at the beginning of the school year. Seniority rights for picking a package at the beginning of the school year only will be forfeited. All drivers new to the Randolph Board of Education will remain at the bottom of the seniority list for a picking of packages. The reinstatement of these earned seniority rights will take place after this initial package is picked. The driver seniority right to be assigned a vehicle shall not be affected by the switch from one type of vehicle to another.

If a driver has applied to the Director of Transportation to change driving assignments and is unable to do so through the bidding process, he/she would be granted the move before a new driver is assigned.

## **ARTICLE XI – LOSS OF SENIORITY**

### **11.1 LOSS OF SENIORITY**

Seniority shall be lost by an employee for the following reasons:

- a. Voluntary resignation

- b. Failure to report back for work no later than the beginning of the next work week following the conclusion or termination of a leave of absence.
- c. Failure to report for work within twenty-four (24) hours when called back (after a layoff) after the receipt of a telegram, registered letter, or a hand delivered notice, unless such failure is mutually agreed upon between the Board and the Union to be excusable.
- d. Failure to be called back to work for a period of twelve (12) months after layoff.
- e. Non-renewal.
- f. Discharge

## **ARTICLE XII – DISCHARGE AND DISCIPLINE**

### **12.1 JUST CAUSE**

No permanent employee shall be discharged, suspended or otherwise disciplined without just cause. 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 of alleged violation and may appeal such action through the grievance procedure provided under this contract.

### **12.2 DISCIPLINE PENALTIES**

There shall be three (3) separate penalties, in addition to oral reprimands, applied when it is necessary to inflict discipline on any of the employees of the Board.

- a. A written reprimand to be placed in the employee's personnel file to be applied in the case of minor offenses. The employees shall be required to sign the file copy for the sole purpose of acknowledging that he/she has received his/her copy.
- b. Suspension from work (without pay) for periods varying from one (1) to five (5) days, according to the gravity of the offense and the previous record of the employee concerned to be applied in cases of a first serious record of the employee concerned to 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 IV of this Agreement. Appeals from disciplinary action shall be made in accordance with the grievance procedure.
- c. Discharge.

### **12.3 UNION NOTIFICATION**

The Board shall notify the Union office and the Chief Steward in writing at the time of suspension or discharge.

### **12.4 BYPASSING PROGRESSIVE DISCIPLINE**

The progressive disciplinary procedure outlined above may be bypassed for:

- a. Conviction of a summons for a moving traffic violation in the operation of a school vehicle.
- b. Involvement in a serious accident due to the bus or van driver's negligence.  
By way of illustration and not by way of limitation, "serious accident" includes:
  - Rear end collision of bus/van;
  - Any accident which results in a vehicle being towed from the scene of an accident;
  - Any accident which results in a person who receives medical attention begin taken away from the scene by ambulance;
  - Issuance of a summons to the bus/van driver.
- c. Failure to report to work on time on three (3) occasions in any ninety (90) days.
- d. Being under the influence of alcohol during working hours.
- e. Using profanity in the presence of children or other conduct which could set an undesirable example for children.
- f. Moral turpitude.
- g. Physical, mental or emotional inability to perform the work satisfactorily.
- h. Being under the influence of illegal drugs or other (non-alcoholic) intoxicants.
- i. Any conduct which endangers the health or safety of a student.
- j. The use of personal leave, sick leave or any other form of paid leave to work for another employer.
- k. Any other action which, at the discretion of the Superintendent, constitutes a severe infraction.

## **12.5 GRIEVANCE ON DISCHARGE OR SUSPENSION**

A grievance by an employee claiming that he has been unjustly discharged or suspended must be submitted to the Board in writing within fifteen (15) working days of disciplinary action.

## **12.6 WRITTEN DISCIPLINARY WARNINGS**

Disciplinary warnings will be issued in writing to the employee and a copy to the Union Office or the Chief Steward unless the employee requests in writing that said disciplinary warning not be sent to the Union Office or the Chief Steward.

## **12.7 PROBATIONARY EMPLOYEES**

A probationary employee may be discharged without cause during the "probationary" period.

## **12.8 SERIOUS ACCIDENTS/TRANSFERS**

The Board reserves the right to transfer any driver involved in a serious accident (irrespective of negligence) to a non-driving position within the school district at the same rate of pay.



## 12.9 DRUG/ALCOHOL TESTS

All employees must submit to drug and/or alcohol testing as mandated by the Code of Federal Regulations Title 49, Part 382 and delineated by the Randolph Township Board of Education policy.

## ARTICLE XIII – COMPENSATION

### 13.1 DRIVER'S WAGES

A. For Current Employees (i.e., Those whose start date in the District is prior to July 1, 2016):

<u>Year</u>	<u>Hourly Rate</u>	<u>Daily Rate</u>
<u>2019-2020</u>	<u>34.96</u>	<u>209.76</u>
<u>2020-2021</u>	<u>35.66</u>	<u>213.96</u>
<u>2021-2022</u>	<u>36.37</u>	<u>218.24</u>
<u>2022-2023</u>	<u>37.28</u>	<u>223.68</u>
<u>2023-2024</u>	<u>38.40</u>	<u>230.39</u>

\*up to 40 hours worked per week.

B. For new employees beginning employment in the District with an effective starting date of July 1, 2016 and beyond, as follows:

<u>Year</u>	<u>Step</u>	<u>Hourly Rate</u>	<u>Daily Rate</u>
2019-2020	1 <sup>st</sup> - 2 <sup>nd</sup> Year	24.50	147.00
	3 <sup>rd</sup> – 5 <sup>th</sup> Year	25.00	150.00
	6 <sup>th</sup> – 9 <sup>th</sup> Year	25.50	153.00
	10 <sup>th</sup> Year and Beyond	26.00	156.00
2020-2021	1 <sup>st</sup> - 2 <sup>nd</sup> Year	24.99	149.94

	3 <sup>rd</sup> – 5 <sup>th</sup> Year	25.50	153.00
	6 <sup>th</sup> – 9 <sup>th</sup> Year	26.01	156.06
	10 <sup>th</sup> Year and Beyond	26.52	159.12
2021-2022	1 <sup>st</sup> - 2 <sup>nd</sup> Year	25.49	152.94
	3 <sup>rd</sup> – 5 <sup>th</sup> Year	26.01	156.06
	6 <sup>th</sup> – 9 <sup>th</sup> Year	26.53	159.18
	10 <sup>th</sup> Year and Beyond	27.05	162.30
2022-2023	1 <sup>st</sup> - 2 <sup>nd</sup> Year	26.13	156.78
	3 <sup>rd</sup> – 5 <sup>th</sup> Year	26.66	159.96
	6 <sup>th</sup> – 9 <sup>th</sup> Year	27.19	163.16
	10 <sup>th</sup> Year and Beyond	27.73	166.36
2023-2024	1 <sup>st</sup> - 2 <sup>nd</sup> Year	26.91	161.47
	3 <sup>rd</sup> – 5 <sup>th</sup> Year	27.46	164.76
	6 <sup>th</sup> – 9 <sup>th</sup> Year	28.01	168.06
	10 <sup>th</sup> Year and Beyond	28.56	171.35

### 13.2 DRIVER PLACEMENT ON GUIDE

All initial hires, without exception, will be at Step One of the salary guide. Credit or documented driving experience, prior to employment ten (10) or more full years will be limited to one (1) year of service in the school system and will be granted only upon the recommendation of the Director of Transportation. Drivers commencing work on or after February 1<sup>st</sup> are ineligible.

Placement on the salary guide has no bearing on seniority ranking or period of probation.

### 13.3 PIGGY BACK WAGE RATES

All extra bus or van runs that are in town, that do not require the driver to wait for the students to complete the activity are piggy-backed with the driver's scheduled runs shall be paid at the following rates:

<b>2019-20:</b>	<b>\$17.06</b>
<b>2020-21:</b>	<b>\$17.40</b>
<b>2021-22:</b>	<b>\$17.75</b>
<b>2022-23:</b>	<b>\$18.19</b>
<b>2023-24:</b>	<b>\$18.74</b>

These runs include shuttles, no wait field trips, county college trips, to and from school emergency substitute runs (excluding undesirable runs). These runs are no included on the field trip rotation roster.

The definition of a “piggy back” is any driving assignment which occurs within the district within thirty (30) minutes of a driver’s scheduled run.

#### **13.4 EXTRA WORK COMPENSATION**

All additional non-permanent bus or van driving assignments in excess of daily package per day excluding those runs defined in Section 13.3 above and including first late runs shall be compensated at a driver’s field trip rate. The driver shall be paid for a minimum of one (1) hour for each additional assignment.

#### **13.5 HOURLY REDUCTION RATE**

In the event that hourly pay must be deducted from a bus or van driver’s salary, the “hourly reduction” rate shall be used. The “hourly reduction” rate is equivalent to one seventh (1/7) of the driver’s daily rate.

#### **13.6 TIME AND ONE-HALF**

Drivers whose driving time exceeds forty (40) hours per week will be compensated at one and one-half times the driver’s hourly rate.

#### **13.7 PREMIUM OF \$2.00**

A \$2.00 per hour premium shall be paid for trips taken on Saturdays, Sundays, non-holiday days school is closed or after 6:00 P.M. Overtime will be paid for all driving time in excess of forty (40) hours per week. For overtime purposes, the standard work week will be thirty (30) hours. When overtime is paid, the \$2.00 premium will not be paid.

#### **13.8 DRIVER WORK BEYOND 180 DAYS**

Bus drivers will be paid as follows for all days worked in excess of 180 days per year unless rates are specified elsewhere.

- |    |   |                    |
|----|---|--------------------|
| A. | High School Only:   | One-half day’s pay |
|    | High School & Middle School:  | Full Pay           |
|    | Elementary Only:  | Half Pay           |
|    | Elementary & Middle School:   | Full Pay           |
|    | High School & Elementary:   | Full Pay           |
| B. | All calculations are made and payment is processed at the end of the school year. |                    |

- C. A full day's pay shall be granted for the "Driver Orientation Day" in which drivers pick runs and bus assignments, practice all routes and runs, pick up equipment, and receive safety and in-service training. This day shall be paid on voucher only. no sick or personal days may be used.

### **13.9 SUMMER CLEANING RATES**

All drivers working during the summer months to clean vehicles or assist in the garage shall be paid at a rate equivalent to the rate set by the Board for summer work as follows:

<b>2019-2020</b>	<b>\$14.50</b>
<b>2020-2021</b>	<b>\$15.00</b>
<b>2021-2022</b>	<b>\$15.50</b>
<b>2022-2023</b>	<b>\$15.50</b>
<b>2023-2024</b>	<b>\$16.00</b>

### **13.10 VAN WORK DURING RANDOLPH CLOSINGS**

Van drivers whose trips include both Randolph Schools and other schools will receive the amount of hours actually needed to complete the runs, at the assigned drivers field trip rate when required to drive on days when the Randolph School District is closed. The assigned driver may decline to drive on these days if a volunteer substitute can be found. Any substitute who may elect to cover the out-of-district runs for the declining driver will be paid the amount of hours actually needed to complete the runs at the assigned drivers field trip rate. If the assigned driver works on these days, the driver will be paid in the pay period following the submission of the voucher.

### **13.11 PRE-CHECK/CLEAN UP FOR TRIPS**

All weekend and non-school day trips shall include 15 minutes for the pre-check and 15 minutes for clean up after the trip. One-way trips, as covered in Article 6, Section 6, shall be excluded from this additional time allocation.

### **13.12 MAIL COURIER WORK**

**2020-2024: \$23.95**

### **13.13 COMBINED DRIVER AND MAIL COURIER**

Only in the event that one (1) school bus driver is also assigned to mail courier, that employee will be considered a twelve-month employee as follows:

1. The total sum of school bus driving salary (without trips) and mail courier salary shall be negotiated and computed into single annual salary amount for pension benefit purposes.

2. Vacation shall be earned and awarded in a manner consistent with mechanics. All vacation time is earned for courier work only and must be taken during summer period or when school is not in session.
3. Twelve (12) sick days shall be granted per year, thus protecting the employees' mail salary. Sick days can be taken in half-day increments during the school year. (A.M. runs + P.M. runs = 1 day; Bus runs count as runs off only.
4. Personal days and bereavement days will be treated in the same manner as sick days.
5. In the event that the duty of mail courier becomes vacant, the Board reserves the right to negotiate the starting salary.

#### **13.14 MECHANICS WAGE RATES**

Mechanics wage rates (hourly) shall remain at the 2018-2019 level for the 2019-2020 school year. Thereafter, mechanics wage rates (hourly) shall be increased by the following percentages:

2020-2021:	2.0%
2021-2022:	2.0%
2022-2023:	2.5%
2023-2024:	3.0%

#### **13.15 MECHANIC STARTING WAGES**

Starting wages for head mechanics and mechanics shall be determined by the Board.

#### **13.16 COMPENSATION FOR MECHANIC ROAD CALLS**

Road calls beyond the normal work day will be paid at time and one-half with a minimum of two (2) hours.

#### **13.17 DRIVERS' LICENSES**

The Board will pay the cost of drivers' license renewal or any other costs incurred in obtaining renewal such as re-fingerprinting less the cost established for a regular driver's license.

#### **13.18 DRIVERS' PHYSICALS**

All school bus/van drivers and mechanics are required to undergo physicals as required by law (i.e., a complete physical every two years, once upon the renewal of his/her four-year Commercial Driver's License and again mid-term of the license, two years later. For drivers over the age of 70, physicals are required annually. Drivers over the age of 75 are subject to bi-annual physicals). All physical examinations shall include a drug screening as prescribed by the State Department of Transportation and must be obtained from the Board of Education

designated physician or medical facility where appointments can be made. The cost of said examinations shall be paid by the Board.

### **13.19 HOLIDAY RATE**

An employee required to work on the following holidays shall be compensated at one and one-half times the hourly rate regardless of hours worked in the week:

Labor Day  
Thanksgiving Day  
Christmas Day  
New Year's Day  
Good Friday  
Independence Day

## **ARTICLE XIV – WORKING CONDITIONS**

### **14.1 ASSIGNMENT OF RUNS**

All bus drivers may be assigned up to eight (8) pick-ups, first late run or second late runs per day. The seventh and eighth runs shall be assigned on a seniority basis starting with the least senior driver. Drivers who are initially assigned to seven (7) runs may be assigned to an eighth run on a permanent basis with no additional compensation.

All packages are to be picked in seniority order. Once the packages are picked, if a new disabled accessible vehicle goes with that package, then it will go to the employee who chooses the package (i.e., seniority trumps new vehicle rotation).

### **14.2 VAN DRIVER ASSIGNMENTS**

Van drivers are also subject to the provisions of Article 14.1 and may be assigned up to eight (8) pick-up/take home or first late run or second late runs on vans. However, all out of district runs beyond a five (5) mile distance from the Randolph town line shall be counted as 1½ runs for the daily package.

Any van run serving special education students and classes within Randolph Township that is or becomes greater than or equal to in mileage and duration than any out-of-town run which is counted at 1½ runs, as described in Article 14.1 shall also be considered as 1½ runs.

Any out-of-district run of such time duration as to preclude the assigned driver from doing another to/from school run in either the A.M. or P.M. shall be counted as 2½ runs towards the daily package run count provided that the A.M. pick-up and the P.M. drop-off routing are essentially the same, serving the same group of students in both cases. This definition shall not preclude the combination of a to/from school run with the previously described run, if time

permits. The extended run count shall prevail even if it is possible to combine another to/from run with the out-of-district run.

#### **14.3 VAN DRIVER WORK LOAD**

Work load distribution for van drivers shall be considered on the same basis as those of bus drivers; that is, total number of runs in the daily package.

#### **14.4 LATE RUNS – DEFINED**

Late runs are defined as after school activities runs on which students are transported from school to various stops throughout the district. These runs are in addition to the normal to/from school runs conducted at the end of the school day.

#### **14.5 TOLL REIMBURSEMENT**

Drivers will be reimbursed for all tolls within two (2) working days if petty cash is available. Otherwise, the driver must complete and submit a voucher with receipt for reimbursement in the ordinary course of business.

#### **14.6 TRIP CANCELLATION WITHOUT NOTICE**

Two (2) hours pay will be provided to drivers who report to work on weekends and holidays when school is not in session for special trips that are cancelled without two (2) hour notification from the time of the scheduled start of the trip assignment as it appears on the trip assignment sheet.

#### **14.7 EXTRA SCHOOL RUNS**

Extra school runs, those extending less than a school year and special runs, will be assigned on the basis of a rotating seniority roster of extra service drivers

Assignments requiring a bus shall be offered to bus drivers first while assignments requiring a van shall be offered to van drivers first.

#### **14.8 SAFETY MEETINGS**

All employees will be required to attend and will be paid for safety meetings. Minimum pay one (1) hour.

#### **14.9 AVAILABLE RUN PACKAGES**

Any run package that becomes available during the school year will be posted for five (5) days. The package, without alteration, will be awarded to the most senior member who applies. No driver packages will be altered in any way whatsoever as a result of this reassignment. The freed up package will automatically be given to the replacement driver. If no member applies,

the available package will be assigned to the replacement driver at the end of the five (5) day period, again without alteration.

#### **14.10 BREAKDOWN DELAYS**

Any breakdown that causes a driver to be delayed beyond his/her normal run package time shall be compensated for the extra time. Payment will be made on ¼ hour intervals only.

#### **14.11 BUS STARTING BELOW 10° F**

All buses that are located on school property will be started by the mechanic when the AM temperature goes below 10° F. The length of the warm up time permitted for each vehicle will be at the discretion of the head mechanic.

#### **14.12 MECHANIC COURSE PAYMENTS**

Upon approval in advance by the Superintendent, courses will be paid by the Board in advance. In the event that a mechanic does not attend the course, as evidenced by the certificate of acceptable attendance, he/she shall reimburse the Board in full.

#### **14.13 TRAINING ADVANCEMENT**

Mechanic's helper must complete ninety (90) hours of formal training with an approved school, manufacturer's seminars or other equivalent programs and obtain the recommendation of the Director of Transportation in order to move up to assistant mechanic.

#### **14.14 WORK DAY FOR MECHANICS**

The full-time workday for mechanics shall be eight (8) hours inclusive of a thirty (30) minute on-call lunch break and a thirty (30) minute on-call morning coffee break. The lunch break and coffee break may not be combined into a single break and there shall be a minimum of two (2) hours between the end of the coffee break and start of lunch. The coffee break shall be taken in the morning only and may not follow lunch.

#### **14.15 FOUL WEATHER GEAR**

Foul weather gear shall be purchased by the Board for use by bus mechanics and the mail courier while they are on duty. Said gear shall be stored in an appropriate location in the transportation facility or mail truck and shall be the property of the Board.

#### **14.16 MECHANICS STIPENDS, TOOLS AND UNIFORMS**

- a. The Board shall provide uniforms to mechanics. Mechanics will be supplied with sufficient sets of uniforms to allow for one clean uniform each day. In addition, the Board will provide a yearly work shoe allowance in the amount of \$200.00 per mechanic. The Board will establish an open purchase order at Morris Plains Shoes, 740 Speedwell Avenue, Morris Plains, NJ and will provide mechanics with a voucher to



present to the store which can be exchanged for work shoes up to the allowed amount. Any overage is the employee's responsibility. Employees are responsible for selecting work shoes at the store during non-work hours upon presentation of the voucher, no payout of the allowance will be made. In the event that the store ceases to accept purchase orders during the term of this contract, the shoe allowance will be payable to a mechanic upon presentation of receipts to the Transportation Director within thirty (30) days of purchase.

- b. The Board shall also provide prescription safety glasses for the mechanics as needed.
- c. Mechanics who are required to provide their own tools shall receive an annual tool allowance of \$550 for each contract year.
- d. Mechanics shall be provided with an annual stipend of \$300 possessing an ACE Certificate and/or for possession of a Diesel Certificate.

#### **14.17 SCHOOL CANCELLATION DUE TO INCLEMENT WEATHER OR OTHER EMERGENCIES**

In the event that school is cancelled due to inclement weather or other emergencies, school bus drivers who actually begin their workday before receiving notice that school has been cancelled shall receive compensation of (1) hour's pay. The Board of Education and the Administration clearly recognize that the daily work of the school bus driver begins with the defrosting, clearing, cleaning and inspection of their vehicles. Until such time as all school buses are parked overnight at a central school bus facility, (where notice can be delivered to all drivers simultaneously) determination of the beginning of the workday shall be one (1) hour before the first scheduled daily stop at the time indicated on the district's most updated run routing computer list (and adjusted, if necessary, for a delayed opening). One (1) hour's compensation will be paid in the event a driver is not given proper notification of delayed openings. This allows for drivers who live out of district the extra time they may need to take to get to work when weather conditions make it necessary for them to leave home prior to one (1) hour before their first scheduled stop.

The Administration will make every effort to initiate the phone chain as soon as possible, if hazardous road conditions have not improved by 7:45 A.M., in which case, the delayed school opening will be cancelled and all schools will be closed for the full day.

#### **14.18 USE OF BOARD OWNED VEHICLES**

Mechanics shall have the use of Board owned vehicles for use during the school year (September-June) for emergency road call purposes.

#### **14.19 VEHICLES BEING TRANSPORTED FOR REPAIRS**

If a vehicle needs to be transported out of district for repairs and it is not transported by mechanics, the driver assigned to said vehicle will be asked first, if available, before going to another driver.

#### **14.20 PRIMARY METHOD OF MIDDAY COVERAGE**

Any driver who is assigned to a package of runs which does not include a midday assignment must remain available to cover a midday run if asked by the dispatcher to do so. Payment for this coverage will be at **time and one half** and shall be paid only when an assignment is actually completed. Any driver who fits the aforementioned description is to remain available for assignment by the dispatcher until the end of their morning run. Any driver who is not asked to cover a midday assignment prior to this time is thereby released from this obligation for that day. The dispatcher shall rotate these assignments by seniority and maintain a record of said assignments. This method of midday coverage shall be considered the primary method of coverage and shall be used before any driver is assigned to cover a run in addition to their own run.

### **ARTICLE XV – VACATIONS AND HOLIDAYS**

#### **15.1 VACATION LEAVE**

Twelve (12) month mechanics and employees shall be entitled to the following vacation leave:

- a. Two weeks (10 working days) after one (1) year of service
- b. Three weeks (15 working days) after five (5) years of service
- c. Four weeks (20 working days) after fifteen (15) years of service
- d. Vacation entitlement shall be calculated from date of employment
- e. Five (5) vacation days may be carried over to the following year with prior approval of the Director of Transportation.
- f. Vacation leave shall be subject to the approval of the Director of Transportation and may be limited to ten (10) consecutive workdays.
- g. Vacation days will not be granted on school days.

#### **15.2 HOLIDAYS**

Twelve-month employees shall be accorded a minimum of twelve (12) paid holidays as follows:

- 1. Independence Day (or the state designated day)
- 2. Labor Day
- 3. Thanksgiving Day (2 days)
- 4. Christmas (2 days)

5. New Year's (2 days)
6. President's Day
7. Good Friday
8. Memorial Day
9. One (1) holiday as determined by the school calendar

## **ARTICLE XVI – INSURANCE PROTECTION**

### **16.1 EQUIVALENT PROTECTION**

Dental insurance and prescription coverage shall be provided that is equivalent to that of the other bargaining units within the district.

### **16.2 HEALTH CARE INSURANCE**

Provision of the health care insurance program shall be detailed in master policies and contract agreed upon by the Board and the Union and shall include:

1. Hospital room, board and miscellaneous costs
  2. Out-patient benefits
  3. Laboratory fees, diagnostic expenses, and therapy treatment
  4. Maternity costs
  5. Surgical costs
  6. Major medical coverage
  7. Prescription plan
  8. Mental health outpatient coverage
- a. For new employees beginning employment in the District as of July 1, 2016, the health benefit package to be offered shall be single coverage POS only. The employee shall have the option to buy-up to different levels of coverage at the employee's option and expense.
  - b. Paragraph (a), above, shall expire on June 30, 2020. As of July 1, 2020, the base medical plan for all unit members shall be the Omnia Base 10 Plan, as offered to District employees. Co-pays and deductibles shall be as set forth in the plan documents. All plan levels shall be available to all employees. Plan documents are available in the office of the Business Administrator.

### **16.3 ADDITIONAL BENEFITS**

In addition to the above-slated program, provisions shall be made to provide the additional benefits to the above contracts:

1. Major medical coverage shall be semi-private accommodations.
2. Eligible children covered in accordance with State/Federal law.
3. Prevailing fee for medical/surgical.

#### **16.4 DISABILITY INSURANCE**

The Board will provide payroll deduction services for a disability insurance program and shall contribute twenty-five percent (25%) of the cost for such disability insurance.

#### **16.5 BUY BACK PROVISION**

As of the effective date of this agreement, each applicable employee will be offered the opportunity to “buy out” of the group medical program. Re-entry into such plans will generally be available only at the annual open enrollment periods. Special “life events” will permit re-entry as of the date of such event. These life events will include divorce, the death, disability, or employment termination of a spouse, and activation to military services of the spouse or the employee. Re-entry will not require a pre-existing waiting period.

Beginning July 1, 2016 and thereafter, the Board of Education will pay those who elect to “buy out” the amount of 25% of the premium saved or \$5,000.00, whichever is less. Said amount will be remitted to the employee on a monthly prorated basis. This money is fully taxable and will be subject to the normal state and federal withholding requirements.

### **ARTICLE XVII – SAVINGS CLAUSE**

#### **17.1 INVALID PROVISIONS/APPLICATIONS**

It is understood and agreed that if any provision of this Agreement or the application of such Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

#### **17.2 NEGOTIATED CHANGES**

If any such provisions are so invalid, the Board and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

### **ARTICLE XVIII – MANAGEMENT RIGHTS**

#### **18.1 MANAGEMENT RIGHTS**

The Board, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of New Jersey and of the United States, including all decisional law and rules and regulation of the State Department of Education and the Commissioner of Education of the State of New Jersey, and the provisions of this Agreement shall be construed in the light of the management prerogatives vested in the Board by the foregoing legal authorities, subject to the terms of this Agreement.

## **ARTICLE XIX – INTERFERENCE**

### **19.1 INTERFERENCE**

Nothing in this Agreement shall interfere with the right of the Board in accordance with acceptable laws, rules and regulation to:

- a. Carry out the statutory mandate and goals assigned to a Board of Education utilizing personnel, methods and means in the most appropriate and efficient manner possible.
- b. Management employees of the Board to hire, transfer, assign or retain employees in the positions with the Board, and in that regard, to establish reasonable work rules
- c. Suspend, demote, discharge or take other appropriate disciplinary action against an employee as set forth in Article XII or to lay off employees in the event of lack of work or funds, or under conditions where continuation of such work would be inefficient or nonproductive.
- d. Reduce, change or discontinue transportation runs and/or routes.

## **ARTICLE XX – WORK STOPPAGE**

### **20.1 WORK STOPPAGE**

No member of the Union, representatives or officers of the Union shall in any way engage in, authorize, condone, or instigate a strike or work stoppage that would have the same effect of interrupting or curtailing bus transportation services.

## **ARTICLE XXI – MISCELLANEOUS**

### **21.1 NON-DISCRIMINATION**

The Board and the Union agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color or religion, national origin, sex, domicile, marital status, or political activity except in organizations listed as subversive by the Office of the Attorney General of the United States.

### **21.2 COMPLETE UNDERSTANDING**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such manner, 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.

**ARTICLE XXII – DURATION OF AGREEMENT**

- 22.1 This Agreement shall be for the period of five (5) consecutive years, effective **July 1, 2019** and shall continue in effect until **June 30, 2024**.

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

**THE BOARD OF EDUCATION  
OF THE TOWNSHIP OF  
RANDOLPH IN THE COUNTY  
OF MORRIS, NEW JERSEY**

BY:   
President


DATE: 11/13/20

ATTEST:  
  
Gerald Eckert  
Board Secretary

**TEAMSTERS LOCAL 97 OF  
NJ AFFILIATED WITH THE  
INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS**

BY:   
President

DATE: 10/1/2020

ATTEST:  
  
Patrick Guaschino  
Business Agent