COLLECTIVE BARGAINING AGREEMENT BETWEEN

RANDOLPH BOARD OF EDUCATION AND

TEAMSTERS LOCAL 97 OF NEW JERSEY



EFFECTIVE: July 1, 2024

EXPIRES: June 30, 2029

PREAMBLE

THIS AGREEMENT, made this first day of July, 2024, 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, and mechanics 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

The defined workday for a full-time driver will be six (6) hours total. All packages, regardless of actual driving hours, will be considered six (6) hour packages. Additional work over and above the package hours will be paid as set forth herein. Annual salary for drivers will be based on 183 days.

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 (15th) 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, and rates of pay; 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 the number of runs is greater than it had originally been <u>and</u> is also greater than the lower senior drivers.

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.

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 wash vehicles, for an amount of time not to exceed two (2) hours per month. Drivers will wash vehicles as part of their full-time assigned hours. If vehicle washing results in a driver exceeding his/her thirty (30) weekly hour assignment, the driver will receive straight time hourly pay for the additional hours required, to be compensated in one-half hour increments.

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, if necessary, shall be accomplished as part of the full-time hours requirement without additional compensation. If assistance with inspection results in a driver exceeding his/her thirty (30) weekly hour assignment, the driver will receive straight time hourly pay for the additional hours required, to 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

There will be no separation of vans and busses for extra work. Driving for field trips and other assignments shall be compensated as set forth herein. Assignments will be made 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

Emergency or substitute run coverage will be included within a driver's full-time hours requirement. If no driver is available to perform such work, or if each driver has exceeded his/her thirty (30) hour full-time requirement, assignment for these runs will be offered based on the emergency trip assignment list. 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 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 for time worked if outside of the selected package.

6.6 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. Trips over 20 miles to a destination will remain at the destination. These trips will be paid for time worked if outside of the selected package.

6.7 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. A third Driver Trainer may be appointed as a substitute.

ARTICLE VII – SICK LEAVE AND BEREAVEMENT PAY

7.1 DEFINITION OF SICK LEAVE

Sick leave shall be utilized in accordance with Board Policy and Regulation #1642.01 and as set forth in N.J.S.A. 18A:30-1, et seq. 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 full-time 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 (eleven (11) days for 10+1 employees and 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 and mechanics will be paid \$30.00 for each unused sick day upon retirement from 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 (½) 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, three (3) school days per year for 10+1 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 15th, 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 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 utilized during the school year 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.

The Administration will assign buses to be used for summer work.

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 at the beginning of the school year or by the bidding process. All drivers new to the Randolph Board of Education will remain at the bottom of the seniority list for a picking of packages. 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 seniority or availability, 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 Employees whose start date in the District is prior to July 1, 2016:

As per Exhibit A.

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

As per Exhibit B.

Work performed by an employee for hours between thirty-one (31) and forty (40) hours per week will be paid at straight hourly time. Work beyond 40 hours per week will be paid the overtime rate.

13.2 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 sixth (1/6) of the driver's daily rate.

13.3 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.

13.4 DRIVER WORK BEYOND STUDENT DAYS

For all days worked as a bus driver in excess of the student school year, employees will be paid their regular daily rate.

On "Driver Orientation Day," drivers pick runs and bus assignments, practice all routes and runs, pick up equipment, and receive safety and in-service training. No sick or personal days may be used for the orientation day.

The work year calendar for all full-time bus drivers shall begin two (2) days prior to the school start date, and include one additional non-student day during the school year.

13.5 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:

2024-2025 - \$25.00

2025-2026 - \$25.50

2026-2027 - \$26.00

2027-2028 - \$26.50

2028-2029 - \$27.00

13.6 WORK DURING RANDOLPH CLOSINGS

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.

13.7 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.

13.8 MECHANICS WAGE RATES

Mechanics wage rates (hourly) shall be increased by the following percentages:

2024-2025: 3.25% 2025-2026: 3.25% 2026-2027: 3.25% 2027-2028: 3.25% 2028-2029: 3.25%

13.9 MECHANIC STARTING WAGES

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

13.10 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.

13.11 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.

13.12 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 biannual 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.

13.13 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
Columbus Day
President's Day
Martin Luther King Day

ARTICLE XIV – WORKING CONDITIONS

14.1 ASSIGNMENT OF RUNS

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 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.

14.3 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.

14.4 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 is 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.

14.5 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.

14.6 SAFETY MEETINGS

All employees will be required to attend District-scheduled safety meetings. If the employee's attendance at the meeting results in the employee being required to work more than thirty (30) hours in any given week, the attendance at the meeting(s) will be compensated at the hourly rate, in one (1) hour increments.

14.7 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.

14.8 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.

14.9 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.

14.10 MECHANIC COURSE PAYMENTS

Mechanics will be reimbursed for attendance at courses which are necessary or related to the mechanic's responsibilities, subject to prior approval in advance by the Superintendent. In the event that a mechanic receives reimbursement but did not attend the course, as evidenced by the certificate of acceptable attendance, he/she shall reimburse the Board in full.

14.11 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.

14.12 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.

14.13 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.

14.14 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 \$300.00 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.

14.15 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.

14.16 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.

14.17 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.

14.18 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. Midday assignments (1.5 hours minimum) that are in excess of a Driver's selected package will be paid. Hours worked in excess of thirty (30) but less than forty (40) resulting from a midday run will be compensated at straight time. Payment for coverage beyond forty (40) hours 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) if in the first year of service through the fifth completed 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 Superintendent.
- 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, however vacation days may be granted when school is in session.

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) floating holiday, to be scheduled at the Director of Transportation's discretion and/or approval.

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. The base medical plan for all unit members employed prior to July 1, 2024 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. Unit members employed in the District prior to July 1, 2020 will be offered Omnia Base 10 as the base plan, but may elect to enroll in the Educators Health Plan (EHP) or Garden State Health Plan (GSHP) and pay the difference between those plans and the base plan.
- b. For new employees beginning employment in the District as of July 1, 2024, the health benefit package to be offered shall be the Garden State Health Plan (GSHP) or District equivalent.

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 a disability insurance program.

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 reentry 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.

The Board of Education will pay those who elect to "buy out" the amount of 25% of the premium saved or \$6,000.00, 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.
- e. The Director of Transportation shall have the right to reassign runs, route trips and other assignments based on the needs of the District. Reassignment of full packages will be discussed with the Union prior to taking effect.

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.

<u>ARTICLE XXI – MISCELLANEOUS</u>

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

THE BOARD OF EDUCATION

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, 2024** and shall continue in effect until **June 30, 2029**.

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.

TEAMSTERS LOCAL 97 OF

OF THE TOWNSHIP OF	NJ AFFILIATED WITH THE
RANDOLPH IN THE COUNTY	INTERNATIONAL
OF MORRIS, NEW JERSEY	BROTHERHOOD OF TEAMSTERS
BY: Ronald Conti	BY:
President	President
DATE: 4 4 /24	DATE:
ATTEST:	ATTEST:
Alpway 1	Patrick Guaschino
Board Secretary	Secretary-Treasurer

EXHIBIT A – SALARY GUIDES

EXHIBIT A – SALARY GUIDES

	Ho	urly										
Year	202	23-2024	202	24-2025	202	25-2026	202	6-2027	202	7-2028	202	28-2029
Step 1	\$	26.91	\$	31.00	\$	31.93	\$	32.89	\$	33.87	\$	34.89
Step 2	\$	26.91	\$	31.50	\$	32.45	\$	33.42	\$	34.42	\$	35.45
Step 3	\$	27.46	\$	32.00	\$	32.96	\$	33.95	\$	34.97	\$	36.02
Step 4	\$	27.46	\$	32.50	\$	33.48	\$	34.48	\$	35.51	\$	36.58
Step 5	\$	27.46	\$	33.00	\$	33.99	\$	35.01	\$	36.06	\$	37.14
Step 6	\$	28.01	\$	33.50	\$	34.51	\$	35.54	\$	36.61	\$	37.70
Step 7	\$	28.01	\$	34.00	\$	35.02	\$	36.07	\$	37.15	\$	38.27
Step 8	\$	28.01	\$	34.50	\$	35.54	\$	36.60	\$	37.70	\$	38.83
Step 9	\$	28.01	\$	35.00	\$	36.05	\$	37.13	\$	38.25	\$	39.39
Step 10	\$	28.56	\$	35.50	\$	36.57	\$	37.66	\$	38.79	\$	39.96
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Veteran Drivers						a ar stage o						
	Hourly			i i								
	202	23-2024	202	24-2025	202	25-2026	202	26-2027	202	7-2028	202	28-2029
Only Step	\$	38.40	\$	41.00	\$	42.23	\$	43.50	\$	44.80	\$	46.15

	Daily	: {		· ·		*
Year	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Step 1	\$ 161.46	\$ 186.00	\$ 191.58	\$ 197.33	\$ 203.25	\$ 209.34
Step 2	\$ 161.46	\$ 189.00	\$ 194.67	\$ 200.51	\$ 206.53	\$ 212.72
Step 3	\$ 164.76	\$ 192.00	\$ 197.76	\$ 203.69	\$ 209.80	\$ 216.10
Step 4	\$ 164.76	\$ 195.00	\$ 200.85	\$ 206.88	\$ 213.08	\$ 219.47
Step 5	\$ 164.76	\$ 198.00	\$ 203.94	\$ 210.06	\$ 216.36	\$ 222.85
Step 6	\$ 168.06	\$ 201.00	\$ 207.03	\$ 213.24	\$ 219.64	\$ 226.23
Step 7	\$ 168.06	\$ 204.00	\$ 210.12	\$ 216.42	\$ 222.92	\$ 229.60
Step 8	\$ 168.06	\$ 207.00	\$ 213.21	\$ 219.61	\$ 226.19	\$ 232.98
Step 9	\$ 168.06	\$ 210.00	\$ 216.30	\$ 222.79	\$ 229.47	\$ 236.36
Step 10	\$ 171.36	\$ 213.00	\$ 219.39	\$ 225.97	\$ 232.75	\$ 239.73

Daily 2023-2024 2024-2025 2025-2026 2026-2027 2027-2028 2028-2029 Only Step \$ 230.40 \$ 246.00 \$ 253.38 \$ 260.98 \$ 268.81 \$ 276.88

MEMORANDUM OF AGREEMENT BETWEEN

THE NEGOTIATIONS TEAMS OF

THE RANDOLPH BOARD OF EDUCATION AND

THE TEAMSTERS LOCAL 97 OF NEW JERSEY

This agreement is entered into between the above-named negotiations teams on the 24th day of April, 2024 All negotiations items, proposals or demands which are not listed herein are withdrawn. Except as listed herein, the predecessor collective negotiations agreement between the parties shall remain unchanged. Contract language to implement the specific items of this memorandum will, where necessary, be developed by the parties. This memorandum is subject to ratification by the full membership of the Board and the Union as per the parties' rules or by-laws for ratification of such agreements. Both parties agree to recommend ratification of this memorandum to their respective membership.

- 1. The parties agree that the attached, revised version of the updated Collective Bargaining Agreement will be the contract between the parties, inclusive of all redlined, updated and/or deleted items. However, the main terms are highlighted herein.
- 2. The term of the Agreement shall be from July 1, 2024 through June 30, 2029 (5-year agreement). The Agreement will be modified to delete mutually acceptable redundant or outdated references and dates.
- 3. Article 1.3, Definition of Full-Time, will be revised as follows:

The defined workday for a full-time driver will be six (6) hours total. All packages, regardless of actual driving hours, will be considered six (6) hour packages. Additional work over and above the package hours will be paid as set forth herein.

4. 7.3 – Payment of unused sick leave will be revised as follows:

Drivers and mechanics will be paid \$25.00 \$30.00 for each unused sick day upon retirement from the Randolph School District after ten (10) years of service.

5. Add the following to Article XIII, Compensation:

Work performed by an employee for hours between thirty-one (31) and forty (40) hours per week will be paid at straight hourly time. Work beyond 40 hours per week will be paid the overtime rate.

- 6. Sections 6.6, 6.7, 13.2, 13.3, 13.4, 13.7, 13.12, 13.13 are deleted.
- 7. 13.6, Summer Cleaning Rates, will be set at \$25.00 per hour for the 2024-2025 school year and increase by \$0.50 each year of the contract.
- 8. 16.5 The buy-back amount will be increased to 25%/\$6,000.

9. Salary:

- a. The salary increase to the membership shall be as set forth in the attached salary guide. The current structure will be changed to a 10-step guide for employees hired on or after July 1, 2016, with a starting salary of \$31.00 per hour.
- b. Employees employed in the district prior to that date will be paid \$41.00 per hour for the 2024-2025 school year.
- c. Rates increase by 3% thereafter.
- d. Mechanic wage increases will be 3.25% each year of the contract.
- 10. Except as listed herein, the predecessor collective negotiations agreement between the parties shall remain unchanged.

Both parties will keep this MOA and details of the agreement confidential and no public disclosure or statement with the details of this agreement shall be made until such time that both parties have ratified the agreement or as otherwise mutually agreed upon.

FOR THE BOARD:	FOR THE UNION:
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	At. Factivater
	Patrick Crowne
	Don Organia
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