

COLLECTIVE BARGAINING AGREEMENT

between the

BOARD OF EDUCATION OF THE  
TOWNSHIP OF UNION

and the

UNION TOWNSHIP  
TRANSPORTATION ASSOCIATION

For the period

JULY 1, 2023 - AUGUST 31, 2027

<u>PREAMBLE</u>	<u>3</u>
<u>ARTICLE 1 - RECOGNITION</u>	<u>3</u>
<u>ARTICLE 2 - NEGOTIATIONS OF SUCCESSOR AGREEMENT</u>	<u>4</u>
<u>ARTICLE 3 - GRIEVANCE PROCEDURE</u>	<u>5</u>
<u>ARTICLE 4 - EMPLOYEE RIGHTS AND RESPONSIBILITIES</u>	<u>8</u>
<u>ARTICLE 5 - BOARD AND ASSOCIATION RIGHTS</u>	<u>10</u>
<u>ARTICLE 6 - EMPLOYEE HOURS</u>	<u>13</u>
<u>ARTICLE 7 - WORK YEAR</u>	<u>16</u>
<u>ARTICLE 8 - EVALUATIONS</u>	<u>18</u>
<u>ARTICLE 9 - ABSENCES FROM DUTY: SICKNESS</u>	<u>19</u>
<u>ARTICLE 10 – PERSONAL LEAVE WITH OR WITHOUT PAY</u>	<u>23</u>
<u>ARTICLE 11 - PROTECTION OF EMPLOYEES</u>	<u>25</u>
<u>ARTICLE 12 – CLOTHING</u>	<u>27</u>
<u>ARTICLE 13 - INSURANCE</u>	<u>28</u>
<u>ARTICLE 14 - JOB VACANCIES</u>	<u>29</u>
<u>ARTICLE 15 - EMPLOYEE FACILITIES</u>	<u>30</u>
<u>ARTICLE 16 - PAYROLL</u>	<u>31</u>
<u>ARTICLE 17 - INDEMNIFICATION PROVISION</u>	<u>33</u>
<u>ARTICLE 18 - MISCELLANEOUS PROVISIONS</u>	<u>34</u>
<u>ARTICLE 19 - SALARIES</u>	<u>35</u>
<u>ARTICLE 20 - TERMINATION</u>	<u>36</u>
<u>SALARY GUIDES</u>	<u>37</u>

## PREAMBLE

Agreement entered into September 19, 2023 by and between the Union Township Board of Education, hereinafter called the "Board," and the Union Transportation Association, hereinafter called the "Association."

## ARTICLE 1 - RECOGNITION

- 1.01 The Board hereby recognizes the Union Township Transportation Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for the following personnel under contract or on official Board approved leave including: all bus drivers, bus aides and dispatchers who are under the supervision of the Superintendent but excluding: Supervisory Personnel, for all bargaining unit membership.
- 1.02 The phrase "written contract" means a contract approved by the Board of Education on the form annexed in the exhibits. No other form of writing or employment may be deemed to be a written contract.
- 1.02.1 Unless otherwise specifically indicated, the term "employees," when used hereinafter in this Agreement, shall refer to all persons in the unit represented by the Association as defined in this Article I - (Recognition), paragraph 1.01.

## ARTICLE 2 - NEGOTIATIONS OF SUCCESSOR AGREEMENT

- 2.01       The Board and the Association agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 123, Public Laws 1974, as supplemented and amended, in a good faith effort to reach an agreement on terms and conditions of employment for employees in the unit as described in Article 1 - (Recognition), paragraph 1.01. Such negotiations shall begin in accordance with the time specifications of the Public Employment Relations Commission. (P.E.R.C.)
  
- 2.02       The language of this Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
  
- 2.02.1     In the event the Board opts to change health benefits providers, the replacement shall be equal to or better than the existing benefits as of June 30, 2023. It is understood that part time staff must work 30 hours per week in order to be eligible for single medical/dental benefits, subject to state regulations.

ARTICLE 3 - GRIEVANCE PROCEDURE

- 3.01 A "grievance" is a claim by an employee or a group of employees in the unit or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees. It is understood that the following shall not be within the definition of grievance:
  - 3.01.1 Any failure of the Board to act where it is without authority to act.
  - 3.01.2 Any matter involving the failure of the Board to reappoint, reemploy, or rehire an employee.
  - 3.01.3 Any matter where the Board is required by law to act unless its action is discriminatory or violates the terms of this Agreement.
  - 3.01.4 The assignment or transfer of any employee.
  - 3.01.5 Any matter in this Agreement, schedules annexed to it, or any supplements or modifications to it, where the parties agree that the Board has discretion to act.
- 3.02 The purpose of this procedure is to secure, at the lowest possible level, solutions to grievances which may from time to time arise affecting the terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and privileged as may be appropriate at any level of the procedure.
  - 3.02.1 All meetings and hearings under this procedure shall not be conducted in public and shall only include such parties in interest and their designated or selected representatives.
- 3.03 A "grievant" is the Association or an employee making the claim.
  - 3.03.1 The grievant will carry out all duties, assignments and directives of the Board and the Superintendent while any grievance is being processed.
  - 3.03.2 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by written agreement of the parties.
- 3.04 All grievances shall be initiated within fifteen (15) school days of the date of the occurrence of the action or decision on which the complaint is based. All grievances shall be initiated, in writing, at the level where the action or decision on which the complaint is based was made.

- 3.04.1 If in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent or School Business Administrator directly and the processing of such grievance shall commence at Level Two. The Association may process such a grievance through all applicable levels of this procedure even though the grievant does not wish to do so.
- 3.04.2 The written grievance shall include a statement of the grievance and the remedy sought.
- 3.04.3 All grievance decisions shall be in writing set forth the determination and the reasons, therefore. Such decisions shall be transmitted to all parties in interest.

#### GRIEVANCE LEVEL ONE /SUPERVISOR

- 3.05 If the grievance concerns an action or decision of the immediate Supervisor, the grievant or the Association shall submit the grievance in writing, and shall discuss it, either directly or through the Association's designated representative, with the immediate Supervisor. The immediate Supervisor shall have seven (7) school days after receipt of the written grievance to render a written decision.

#### LEVEL TWO - SUPERINTENDENT

- 3.06 If the grievance concerns an action or decision of the Superintendent or School Business Administrator or if no satisfactory decision or no decision was rendered at Level One or if the grievance affects a group or class of employees, the grievant or the Association shall submit the grievance, in writing, and discuss it with the Superintendent. Grievances that are appealed from Level One shall be submitted at Level Two within five (5) school days after receipt of the decision at Level One or twelve (12) school days after the grievance was submitted at Level One, whichever is sooner. The Superintendent shall have seven (7) school days after receipt of the written grievance to render a written decision.

#### LEVEL THREE-BOARD

- 3.07 If the grievance concerns an action or decision of the Board or if no satisfactory decision or no decision was rendered at Level Two, the grievant or the Association shall submit the grievance, in writing, and discuss it with the Board. Grievances that are appealed from Level Two shall be submitted at Level Three within five (5) school days after receipt of the decision at Level Two or twelve (12) school days after the grievance was submitted at Level Two, whichever is sooner. The Board shall have twenty-one (21) school days after receipt of the written grievance to render a written decision.

### LEVEL FOUR ARBITRATION

- 3.08 If no satisfactory decision or no decision was rendered at Level Three and if the grievance is based upon the interpretation, application, or violation of the language of this Agreement, the Association may submit the grievance to arbitration by sending a "Request for Submission of a Panel of Arbitrators" to the Public Employment Relations Commission and the Board. Such request shall be sent within ten (10) school days after receipt of the decision at Level Three or thirty-one (31) school days after the grievance was submitted at Level Three, whichever is sooner.
- 3.08.1 Each party shall bear its own cost of arbitration. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the parties.

### RIGHTS OF THE GRIEVANT,

#### THE ASSOCIATION AND THE BOARD

- 3.09 Any grievant may be represented during all levels of this procedure either in person and/or by an Association representative or any member of the unit or designee while participating in the processing of any grievance.
- 3.09.1 No reprisals of any kind shall be taken by the Board or any of its agents against any party in interest, any Association representative, or any member of the unit for participating in the processing of any grievance.
- 3.09.2 No reprisals of any kind shall be taken by any member of the unit, the Association or its representatives against any Supervisor, Administrator, Board member or its authorized representatives for participating in the processing of any grievance.
- 3.09.3 All items agreed to between the Board and the Association, under the conditions of this Agreement shall be binding upon both parties and shall be subject to the grievance procedure in accordance with the definition of a "grievance".

## ARTICLE 4 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

- 4.01 In the administration of all matters not specifically covered by the Agreement, employees are governed by the provisions of any existing or future laws and regulations inducing policies set forth in the Board Policy manual and other Board Administrative regulations, which may be applicable. The Agreement shall, at all times, be applied subject to such laws, regulations and policies, subject to the provisions of Chapter 303 as supplemented and amended.
- 4.02 Nothing contained herein shall be construed to deny or restrict to any employee such rights as he or she may have under New Jersey law or other applicable laws and regulations, nor shall anything herein be construed to deny to the Board such rights as it may have under New Jersey School Law or any other applicable laws and regulations. The rights granted to employees covered under the terms of this Agreement shall be deemed to be in addition to those provided elsewhere by law.
- 4.03 An employee shall have the right, upon reasonable request, to review the contents of his/her personnel file once during each school year. However, if the employee has a grievance or other proceeding of any type pending, the employee shall have the right to review his/her file more than once annually. An employee shall be entitled to have a representative of the Association present during such review. Any time an employee reviews or examines his or her own personnel file, the Board shall have the right to have a representative present. Not more than once every year, an employee shall have the right to indicate those documents and/or materials in the file regarded by the employee as obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee and if, in fact, they are deemed obsolete or otherwise inappropriate to retain, they shall be destroyed. Initial copies of those items included in the file requested by the employee shall be at the expense of the Board. The cost of additional copies shall be paid by the party requesting the copies.
- 4.03.1 Although the Board agrees to make reasonable efforts to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.
- 4.03.2 The Association agrees that consistent with the law, the Board may make or authorize such rules and regulations to carry out its legal obligations and responsibilities not inconsistent with the terms of this Agreement.
- 4.04 In Accordance with NJ P.L. 2020, c.66 Section 8 of P.L.1989, c.269 (C.34:13A-29): All Non-teaching employees have the right to submit to binding arbitration any dispute regarding whether there is just cause for a disciplinary action,



including, but not limited to, reprimands, withholding of increments, termination, non-renewal, expiration or lapse of an employment contract or term, or lack of continuation of employment, irrespective of the reason for the employer's action or failure to act.

4.05 No material derogatory to an employee's conduct, service, character, or personality shall be placed in the personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that the copy to be filed has been read by signing it with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material within twenty (20) school days after receipt of such material and any such answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

4.06 Any reduction in force other than by resignation, retirement, or other voluntary termination shall be on a seniority basis. The most senior person in each classification shall have seniority in such classification so long as seniority rights are exercised within five (5) days of notice of the reduction in force and the person exercising seniority rights is capable of performing the position remaining. The Board shall have discretion in the determination of the ability of the person exercising seniority rights to perform the duties of the position. Any denial of seniority rights may be the subject of a grievance.

4.06.1 A laid off person will be notified in writing by the Board of a recall, and will be given ten (10) working days in which to return to work. The first working day following the forwarding of the notification shall be considered the first day of such ten (10) working day period. Upon notification by the Board, the person not returning to work within the time limit provided herein shall lose his/her seniority rights.

Drivers and aides shall be granted the ability to bid on routes and assignment, said route and assignment shall be subject to management discretion. Staff shall be informed of their routes no later than the last Monday in August of each year.

## ARTICLE 5 - BOARD AND ASSOCIATION RIGHTS

- 5.01 The Association shall have access to the same public documents of the Board as are usually available to the public at reasonable request, at the expense of the Association. However, one (1) copy of the minutes of all public meetings where the Board takes official action shall be given to the Association after they are adopted, without charge. In Accordance with the Workplace Democracy and Enhancement Act (WDEA), the Board will make available to the Association, a list of all personnel employed by the Board that are part of the unit as described in paragraph 1.01 of Article 1.
- 5.02 All reasonable efforts shall be made to handle negotiations, proceedings, grievances, and related conferences involving employees in the unit and the Board outside of school working hours, but when necessary to do these matters during school hours no such involved employee shall suffer any loss of pay for the time involved.
- 5.03 The Association shall have exclusive use of a bulletin board of reasonable size in the employee lounge/break/lunch areas. The Association shall be responsible for the reasonable maintenance of said bulletin boards.
- 5.03.1 Each member of the bargaining unit shall have a mailbox/folder as well as an email for work related correspondence.
- 5.04 The Association shall have the use of the interschool mail facilities and mailboxes for association business with the prior approval of the Superintendent or designee, which approval shall not be unreasonably withheld, where general membership distribution is involved. The distribution of materials into these facilities shall be done by the Association at its expense by its members.
- 5.05 An authorized representative of the Association may speak to the members following any meeting consisting exclusively of the staff called by the Superintendent or designee. Other members of this unit may also join the group at the close of their workday, at no additional pay, to hear the Association's authorized representative address them.
- 5.06 The Association shall have permission to use school equipment, excluding computer equipment, in its place of location that is used for clerical purposes at reasonable times when such equipment is not otherwise in use. The Association shall be responsible for costs, materials and damages for all supplies and such equipment used by it and incident to its use.

- 5.07 The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey, and of the United States, except as limited specifically and expressly in terms of this Agreement.
- 5.08 In the event of any reduction in force, (other than by attrition\*) the Association shall be notified prior to public notice.
- \* Attrition is defined as retirement and/or any other voluntary termination of employment.
- 5.09 The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association as the exclusive representative, and to no other organizations. This shall not be construed to limit the rights of any employee under the laws and constitutions of the State of New Jersey and of the United States.
- 5.10 The employer will notify the Association in writing of all promotions, demotions, transfers, suspensions and discharges and any formal conferences and hearings.
- 5.11 The Board shall provide the Association access to members, which includes the following:
1. The Association shall have the right to meet with individual employees on school premises during the workday to investigate and discuss grievances, workplace-related complaints, and other workplace issues.
  2. The Association shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on workplace premises and to use district buildings and facilities to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of the Association, and internal union matters involving the governance or business of the Association; and
  3. The Association shall have the right to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 and a maximum of 120 minutes, within 30 calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings.
- 5.11.01 Within ten (10) calendar days from the date of hire of any employee, the Board shall provide the following contact information to the Association in an Excel file format or other format agreed to by the Association name, job title, worksite

location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the Board, date of hire, and work email address and any personal email address on file with the Board.

5.11.02 Beginning on July 1, 2023 and every one hundred and twenty (120) calendar days thereafter, the Board shall provide the Association, in an Excel file or similar delimited style format that has manipulability agreed to by the Association, the following information for all employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the Board.

5.11.03 The home addresses, phone numbers, email addresses, date of birth, and negotiation units and groupings of employees, and the emails or other communications between employee organizations and their members, prospective members, and non-members, are not government records and are exempt from any disclosure requirements of P.L. 1963, c. 73 (C.47:1A-1 et seq.).

## ARTICLE 6 - EMPLOYEE HOURS

- 6.01 Each employee shall record daily arrival and departure in the appropriate column for each employee's sign-in, sign-out roster or other method approved by the Superintendent or their designee, unless otherwise authorized. Any employee arriving late shall record the actual time of his/her arrival on the sign-in roster.
- 6.02 The workday for all Full Time Drivers shall consist of eight (8) hours including a sixty (60) minute lunch period and daily break periods of fifteen (15) minutes each morning and afternoon scheduled by the manager.
- 6.03 The workday for all Part Time Drivers/Part Time Aides shall consist of six (6) hours.
- 6.04 The workday for all Hourly Drivers / Hourly Aides shall consist of four and one half (4.5) hours.
- 6.05 Overtime Pay - All hours worked in excess of forty (40) hours in any one week shall be paid at an overtime rate of one and one half (1 1/2) the employee's hourly rate. Holidays, vacation, work, weekdays, and personal days shall be included in the calculation of the forty (40) hour work week for overtime purposes.
- 6.05.1 If a full time bus driver reports for a scheduled overtime assignment that was canceled and the driver was not advised of cancellation before his/her 24 hours in advance, said employee shall be paid two (2) hours of pay at one and one half (1-1/2) times their regular rate of pay.
- 6.05.2 If a part time bus driver reports for a scheduled extra assignment that was canceled and the driver was not advised of cancellation before his/her 24 hours in advance, said employee shall be paid two (2) hours of pay at their regular rate of pay.
- 6.05.2 There shall be an overtime rotation list for specific extra work assignments involving sports or field trips. The overtime list shall be developed and maintained by the Transportation Manager on a bi-monthly basis.
- (a) Employees who sign up for this rotation shall be committed to work when called upon for that time period.

(b) Employees that refuse or are unwilling to perform the assigned tasks when called upon shall be removed from the overtime list.

\*This does not apply to sick/or personal preplanned vacation days, which require a minimum of two weeks notice.

(c) Employees may switch overtime assignments twice in the time period without penalty, with manager approval. Such approval will not be arbitrarily withheld.

6.06 Members shall be paid for Jury Duty provided they produce evidence that they requested postponement to an alternate date when school is not in session and said request is denied.

6.07 Call-In Pay - Any employee in this unit who is called in for an emergency shall be paid at the rate of two times the normal hourly rate for all hours worked with a guaranteed minimum of two (2) hours.

6.08 Professional Development - All employees required to complete state mandated training, which is available online, shall have the option to complete it after normal working hours, during their lunch/break time or at home and shall be compensated at their hourly rate upon completion of the training.

6.09 Anyone who is required to drive a CDL-rated vehicle shall be eligible for reimbursement of the costs associated with license renewals.

6.10 The Board will provide professional development for members of this bargaining unit, subject to approval.

6.11 Employees may leave the building during their scheduled break and lunch periods in their own vehicle.

6.12 Drivers are to utilize non driving time to sanitize, clean and maintain their busses. At no time will a driver be assigned cafeteria duty.

6.12.1 Aides may be assigned cafeteria duty.

6.13 Vacancies - When a newly created position or other vacancy occurs in a position within the bargaining unit, the vacancy shall be announced by the posting of a notice identifying the position on appropriate bulletin boards for a period of seven (7) calendar days. Interested employees may apply for the vacant position by indicating their interest in writing to the Supervisor of Transportation within the time limit specified in the posting. In-house applicants shall be provided an interview.

- 6.14 Assignment of extra work hours for field and sports trips only shall be based upon seniority pursuant to the following: The Board's official seniority list shall be used for these purposes. Assignments, which require work hours over and above the normally assigned workday, shall, to the extent practicable, rotate such that everyone has an opportunity to work extra hours. Extra hour assignments shall be clocked in upon receipt in the transportation office. The assignment for extra hours shall begin with the first name on the seniority list and that person shall be offered the first available assignment.
- 6.15 Employees shall receive an offer of employment by May 15<sup>th</sup> of each year and must reply in writing no later than May 31st.
- 6.16 A seniority list will be posted on the Association bulletin board and be updated weekly. Hours worked shall not be posted, only the names and the following denotations:  
U = unavailable \* = next to receive offer to work
- 6.17 The Board of Education will post annually for Vo-tech runs. Individuals who apply shall be offered runs on a seniority basis. These assignments shall be assigned on an annual basis.
- 6.18 Paycheck calculation - Pay will be calculated based upon actual hours worked and shall, thereafter, be paid in arrears (after time is actually worked).
- 6.18.1 Paycheck Detail - Sick days and personal business days shall be reflected on the paycheck stub.
- 6.19 All summer work shall be assigned on a seniority basis.

ARTICLE 7 - WORK YEAR

- 7.01 The school year for members employed on a ten (10) month basis shall be from September 1st to June 30th. The number of actual working days in the school year shall not be more than one hundred eighty two (182) days, except as provided elsewhere in the Agreement in any specific cases.
- 7.02 Twelve (12) month staff shall receive an annual vacation in accordance with the following schedule:
- a. A twelve (12) month staff having worked for the Board for a continuous period of no more than one (1) year, as of June 30th of any school year, shall receive a vacation with pay at the regular rate: one (1) working day for each month of continuous service, exclusive of the first two (2) months of service.
  - b. Years One through Five by June 30 = Ten (10) vacation days.
  - c. Years Six through Thirteen by June 30 years - Fifteen (15) vacation days.
  - d. Years Fourteen – Nineteen by June 30 - Twenty (20) vacation days.
  - e. More than nineteen by June 30 – Twenty-Five (25) vacation days.
- 7.02.1 Twelve (12) month staff may select vacation time for which they are eligible on a seniority basis.
- 7.02.2 Vacation time off during the school year may only be taken under the following conditions:
- a. Must be specifically approved by the supervisor and the Chief School Administrator (CSA) or his/her designee.
  - b. There shall be sufficient staffing during the absence of the vacationer.
  - c. Vacations shall normally be taken during the months of July, August, and school recess periods.
- 7.02.3 All vacations must be taken during the year or following the year in which they were accrued. In accordance with present practice days not so used shall be forfeited except if an employee is on approved leave or out on worker's compensation, in which case these days must be used in the year the employee returns to duty.



- 7.02.4 Employees allotted greater than fifteen (15) days per year must use all days over fifteen (15) by January 1<sup>st</sup>. Employees allotted fifteen (15) days or less per year may carry those unused days into the following calendar year. By April 1<sup>st</sup> employees must commit to a vacation- schedule for their remaining days allotted for that year. If employees do not commit by April 1st, management-reserves the right to assign vacation schedules.
- 7.03 Full vacation allowance shall be granted to all members of the bargaining unit that retire or resign after April 1 of any school year provided they have been employed at least three (3) years.
- 7.04 The Board shall compensate employees for accumulated and unused vacation days at the rate of pay earned for the purpose of retirement in case of death of the employee, the lump sum payment shall be made to the employee's estate.

#### TWELVE MONTH STAFF

- 7.05 Twelve (12) month staff shall enjoy as holidays those days identified in their calendar as days on which schools and the administrative offices are closed or other legal holidays as established by the Board as holidays, In addition to the holidays, twelve (12) month staff shall also be allowed up to five (5) additional days as holidays, with advance notice and prior approval from the appropriate administrator, provided, however, that the total of holidays and additional days shall be seventeen (17) days in any year commencing July 1st and ending June 30th. Such additional days shall not be taken on the day before or on the day after a school holiday.
- 7.06 Should the holiday fall on a Saturday, it will be taken on the preceding Friday, and should it fall on a Sunday, it will be taken on the following Monday.

#### TEN MONTH STAFF

- 7.08 In the event that a staff member is assigned to a trip but has a conflict, they may 'swap' with a colleague provided that they make the arrangement and notify their supervisor as soon as feasible. Such approval will not be arbitrarily withheld.

## ARTICLE 8 - EVALUATIONS

- 8.01 Members shall be given a copy of any observation or evaluation report prepared by an evaluator at least one (1) day before a conference to discuss it.
- 8.02 A copy of each evaluation report on an employee shall be given to the employee evaluated. The employee shall sign the Board's copy, which is only to acknowledge receipt of the report. The member shall acknowledge receipt of the report on a separate form prepared for this purpose. Such conference shall be held within fifteen (15) days of the evaluation.
- 8.02.1 If no conference is requested, member shall sign the evaluation within three (3) work days after receipt of it and return it, signed, to the evaluator.
- 8.02.2 If a conference is requested, the member shall sign the observation or evaluation report within three (3) work days after the conference and return it, signed, to the evaluator. Such signature only indicates receipt of a copy of the report and, if there was a conference, that a conference to discuss the report was held.
- 8.02.3 The signature shall not be construed as agreement or disagreement with the contents of the report. Within ten (10) days following the conference, the member has the right to submit his/her disclaimer of the observation or evaluation report which disclaimer shall be attached to all copies of the report. A member shall be supplied with a copy of any observation or evaluation placed in the personnel file. If the member chooses not to sign, a notation to that effect shall be made on the report and signed by the evaluator. No actions may be taken on any evaluation report until the time for member to file a written disclaimer has expired. The time limits set forth may be modified because of absence or illness of the member or manager.
- 8.03 The Association agrees that the content or subject matter of evaluation reports are subject to the grievance procedure contained in Article 3, up to the Board level and not subject to binding arbitration.

## ARTICLE 9 - ABSENCES FROM DUTY

### SICKNESS

- 9.01 In accordance with 18A:30-2. All persons who are steadily employed by the board of education shall be allowed sick with full pay for a minimum of 10 school days in any school year. Ten (10) month time bargaining unit members shall be eligible for ten (10) sick leave days per year, and twelve (12) month full time members shall be eligible for twelve (12) sick days per year. All unused sick leave days shall accumulate without limit.
- 9.02 When absence, under the circumstances described in N.J.S. 18A:30-1 (Definition of Sick Leave), exceeds the annual sick leave and the accumulated sick leave, the Board may pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of a substitute if none is employed, for such length of time as may be determined by the Board in each individual case.
- 9.03 Sick days may be used for illness of family members, as defined by the NJ Family Leave Act. "Family member" means your child, spouse, domestic partner, civil union partner, or parent, siblings, grandparents, grandchildren, parents-in-law, domestic partners, any individuals related to the employee by blood, and more broadly, "any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship."
- 9.03.1 "Child" means your: biological, adopted, or foster child; stepchild, or legal ward, or domestic partner's or civil union partner's child.
- 9.03.1 "Parent" now includes foster parents and those who became parents via gestational carrier.
- 9.04 Employees are also eligible to take leave under the NJ SAFE Act for domestic violence/sexual assault.
- 9.05 Employees, as defined in paragraph 1.01 who are contracted for less than a full year or less than a full day shall earn prorated sick leave.
- 9.06 Absence because of contagious disease (as defined in N.J.S.A. 18A:30-1) contracted through a school source related to employment in the district shall not be charged against accumulated sick days.

- 9.07 If the member remains on the job for 51% of their workday, then leaves because of illness, credit for a full days attendance will be given. Conversely, if the member leaves before such time, credit for attendance is not given for that day. The time reference applies to all members of the bargaining unit.
- 9.08 An employee who has served a minimum of twelve (12) years in the District, who retires under the Public Employees Retirement system shall be entitled to pay for all accumulated sick leave days that remain unused at the date of retirement. The rate of payment shall be \$55.00 per unused, accumulated sick day effective July 1, 2007. A year of service is defined as a full year of work during which sick days were accumulated. Years of leaves, or parts thereof, with or without pay, shall not be counted as service time. Effective July 1, 2009 employee's maximum payment shall not exceed \$15,000. The preceding sentence shall not apply to employees who have accumulated more than \$15,000 in purchased sick days on or before June 7, 2007. All sick days accumulated when an employee retires must be deposited into a 403(8). (Tax Sheltered Annuity plan for public school employees)
- 9.09 An employee may request leave for child rearing purposes for the balance of the school year (ending June 30<sup>th</sup>) in which the member or spouse of the member gives birth to or adopts a child.
- 9.09.1 The Family and Medical Leave Act entitles eligible members to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to Twelve work weeks of leave in a 12-month period for:
- the birth of a child and to care for the newborn child within one year of birth;
  - the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
  - to care for the employee's spouse, child, or parent who has a serious health condition;
  - a serious health condition that makes the employee unable to perform the essential functions of his or her job;
  - any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or

- Twenty-six work weeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, son, daughter, parent, or next of kin (military caregiver leave).

#### EXTENDED SICK LEAVE

- 9.10 Any employee who becomes temporarily disabled may apply to the Board of Education for a leave of absence and maybe granted that leave at a mutually agreed upon time continuing to a specific date. A disabled employee may be relieved from duties if his or her performance has noticeably declined, or he or she cannot produce a certification from his or her physician that he or she is medically able to continue performing their duties.
- 9.11 For the period of disability related to the temporary disability, the employee may elect to use accumulated sick leave and ret-um to employment after the period of disability ends.
- 9.12 In order to receive extended sick leave pay, the employee seeking same must submit a medical certificate that is in accordance with N.J.S. 18A:30-4, which certificate must specifically attest the condition as “disabling”, and specifically state when the disability began and ended.
- 9.12.1 In the event that there is any dispute as to whether (a) there is a disabling medical condition; (b) the time such condition began or ended, then the Board shall have the right to require a medical examination and evaluation to determine whether there is or was a disabling condition and when it began and ended. Such examination will be conducted by a physician selected by the employee from a panel of at least three (3) physicians named by the Board. The cost, if any, of any examination required by the Board shall be at the Board's expense.
- 9.12.2 In the event of a disagreement as to either (a) the existence of a medical disability, or (b) the time it began or ended, then the Board and the employee shall agree upon a third doctor, who shall examine and evaluate the employee to determine whether there was a disability and time it began and ended. The opinion of the third physician shall be binding on the parties.
- 9.12.3 In the event the parties cannot agree who the independent physician should be, the selection of an independent physician shall be made by reference to arbitration.
- 9.12.4 The date of return may be extended for an additional reasonable period of time at the employee's request for reasons associated with the disability or for other proper cause, but the Board need not extend the leave of absence of a nontenured employee beyond the end of the contract school year in which the leave was

granted. An employee may not be barred from returning except for lack of sufficient medical evidence of capability or because of failure to specify a date of return.

ARTICLE 10 – PERSONAL LEAVE WITH OR WITHOUT PAY

- 10.01 The term immediate family shall be construed as spouse, registered Domestic Partner, Civil Union Partner, child, parent, brother or sister of a son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law or sister-in-law, grandparents or grandchildren: grandparent-in-law, aunt, uncle, niece or nephew or any blood relative and any other individual who has an equivalent family relationship. (NJ Family Leave Act + NJ Family Leave Insurance)
- 10.02 Staff members may be absent up to a total of five (5) personal days in any one school year without loss of salary. For these days no reason is necessary.
- 10.03 Absences referenced in this article shall be in addition to the days granted for sick leave. Any unused personal days shall be added to the previously accumulated sick leave of the employee for the following year.
- 10.03.1 Personal days shall not be taken on the day either before or after a paid holiday.
- 10.03.2 No more than two (2) consecutive personal days may be used unless approved by the Superintendent or his/her designee. Personal days taken shall not be counted against perfect attendance.
- 10.03.3 When any employee is required to appear in court on behalf of the school district they shall suffer no loss of pay and will be compensated for parking expenses and mileage reimbursement.
- 10.04 Child Rearing Leave - An Association Member may request leave for child rearing purposes for the balance of the school year (ending on June 30) in which the Association Member, or spouse of such Association Member, gives birth to a child. Such leave should be requested, in writing, addressed to the Business Administrator, at least six (6) weeks before the anticipated birth of the child.

All requests for child rearing leaves described above in this Article shall be made in writing and are subject to the recommendations of the Superintendent and approval of the Board.

## BEREAVEMENT DAYS

- 10.05 In each school year, an employee shall be granted, upon request, up to five (5) days absence for the death of a family member. These days shall not be accumulated from year to year. It is recognized that staff may need to travel for services and with proper documentation, shall be granted leave to include such travel.
- 10.05.1 “Family member” means your child, spouse, domestic partner, civil union partner, or parent, siblings, grandparents, grandchildren, parents-in-law, domestic partners, any individuals related to the employee by blood, and more broadly, “any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship.”
- 10.05.1 “Child” means your: biological, adopted, or foster child; step child, or legal ward, or domestic partner’s or civil union partner’s child.



## ARTICLE 11 - PROTECTION OF EMPLOYEES

- 11.01 All employees shall be entitled to receive all insurance benefits for medical, surgical, or hospital services incurred as the result of any injury sustained in the course of employment for which the Board has secured insurance coverage in accordance with the terms of such insurance policies.
- 11.02 Whenever any employee is absent from his/her post of duty as a result of a personal injury caused by an accident arising out of, and in the course of his/her employment he/she shall be paid the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Worker's Compensation. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of workers compensation award made for temporary disability.
- 11.03 The Board shall reimburse bargaining unit members for the reasonable value of any clothing or personal property damaged or destroyed as a result of an assault upon an employee while the employee was acting in the discharge of duties within the scope of employment.
- 11.04 Employees shall immediately file written reports of assaults suffered by them in the course of their employment to their immediate supervisor, and to the school nurse.
- 11.05 The Board agrees to use reasonable efforts to keep its school vehicles, buildings and grounds reasonably safe. The Board further agrees to use reasonable efforts to attempt to maintain order in its school buildings, on school grounds and on other properties used by the Board.
- 11.06 In Accordance with PL. 2020, c. 79, § 3, effective September 11, 2020. 34:13A-46. The Board shall not enter into a subcontracting agreement which affects the employment of any employees in the collective bargaining unit during the term that an existing collective bargaining agreement with the majority representative is in effect.

11.06.1 The board shall not enter into a subcontracting agreement for a period following the term of the current collective bargaining agreement unless the employer:

a. Provides written notice to the majority representative of employees in each collective bargaining unit which may be affected by the subcontracting agreement and to the New Jersey Public Employment Relations Commission, not less than 90 days before the employer requests bids, or solicits contractual proposals for the subcontracting agreement; and

b. Has offered the majority representative of the employees in each collective bargaining unit which may be affected by the subcontracting agreement the opportunity to meet and consult with the employer to discuss the decision to subcontract, and the opportunity to engage in negotiations over the impact of the subcontracting. The employer's duty to negotiate with the majority representative of the employees in each collective bargaining unit shall not preclude the employer's right to subcontract should no successor agreement exist. PL. 2020, c. 79, § 3, effective September 11, 2020.

## ARTICLE 12 – CLOTHING

- 12.01 The Board shall provide four (4) sets of work clothes per association member on the payroll as of July 1 of each year. Said work clothes shall consist of four (4) -shirts, and four (4) tee -shirts.
- 12.01.1 A shoe allowance of \$150 per year shall be reimbursed to each member upon submission of an appropriate receipt, provided. The shoes purchased shall be safe work shoes.
- 12.01.2 One (1) spring/fall jacket shall be purchased by the Board of Education as part of the employee uniform during the term of this contract. The spring/fall jacket shall be approved by the Chief School Administrator (CSA) or his/her-designee. In addition, winter jackets may be replaced, as needed, at the discretion of the Chief School Administrator (CSA) or his/her- designee. No substitution of work clothes.
- 12.01.3 Each member of the bargaining unit shall be provided with weather-gear consisting of a jacket with hood, overalls or trousers, and boots all made of waterproof material.

## ARTICLE 13 - INSURANCE

- 13.01 For eligible members, The Board shall provide the expense of health benefits insurance as provided by the New Jersey Health Benefits Plan, as administered by the New Jersey Division of Pensions, as amended. The applicable insurance (single, parent-child, husband-wife, family) referred to in this paragraph, shall be available to all eligible employees, where applicable, who are represented by the Association except employees on leaves of absences without pay, who may continue such coverage at their own expense.
- 13.01.1 Benefit levels for medical and dental shall remain equal to or better than the existing plan(s) provided to the Union Township Education Association.
- 13.02 Employees hired after the date of ratification, of the new agreement shall only be eligible for the New Jersey Educators Health Plan or the Board's E.P.O. health benefits program unless the new hire opts to pay the difference between the E.P.O. plan and the Board's existing plan. New employees hired to the bargaining unit effective 7/1/2023 or after must be enrolled in the New Jersey Educators-Health Plan.

## ARTICLE 14 - JOB VACANCIES

- 14.01 All openings for positions shall be publicized by the Superintendent in accordance with the following procedure for publicizing vacancies.
- 14.02 Publicizing of vacancies shall be accomplished by posting notice of the opening, and such other publicity of the position, as the Board may desire to utilize. Postings shall be emailed to the Association President and an email blast to all bargaining unit members on the current distribution list.
  - 14.02.1 The posting shall set forth the title of the position, the qualifications required as a minimum for purposes of applying for the position, the duties, and the rate of compensation, if available.
- 14.03 The Superintendent shall distribute, at the regular Administrative Advisory meeting, a list of the resignations, appointments, and retirements and other long-term leaves. A copy of this list shall be sent to the President of the Association.
- 14.04 Notice of appointments, resignations, and retirements and long-terms leaves will be supplied to the Association monthly.

ARTICLE 15 - EMPLOYEE FACILITIES

- 15.01        The Board and the Association agree that during the term of this Contract, the following facilities shall be provided, with the understanding that the Board shall have the final discretion as to requests for additional facilities greater than those provided during the immediate preceding school year.
  
- 15.01.1     Furnished room for the use of employees and other adults as an employee lounge regularly cleaned by the school's custodial staff.
  
- 15.01.2     Well-lighted and clean employee rest rooms separate from student's rest rooms.
  
- 15.01.3     Private dining areas for employees and other adults.
  
- 15.01.4     Free and adequate off-street, paved parking facilities properly maintained and identified exclusively for employees' use.

## ARTICLE 16 - PAYROLL

- 16.01 The Board agrees, and the Association does authorize the Board to deduct monthly, the Association or other dues as may be levied by the Association from the salaries of the employees in accordance with applicable laws. In addition, each individual employee must approve such deductions in writing. These deductions shall be made twice during each month of the school year during the term of this Agreement, or at such other times as may be mutually agreed upon as will conform to the accounting practices of the Board.
- 16.02 The Board further agrees, and the Association does authorize the Board to make such other payroll deductions, up to the limits of the district's data processing capability, as follows: (1) Tax sheltered annuities, (2) Savings bonds, (3) United Fund contributions. (4) Prudential Insurance Company, (5) T.P.A.F., PE.R.S. or D.C.R.P supplemental annuity payments, (6) Union County Teachers' Federal Credit Union. Such requests shall be in writing on forms supplied by the Board and filed with the Board. All such deductions are noncontributory by the Board and fully paid by employees individually.
- 16.02.1 The Board agrees to make payroll deductions for tax sheltered annuity payments available to eligible employees. Any employee may enroll on a monthly basis. The Board's only responsibility in this matter is to honor the written requests of the individual employees to participate in the approved plans and remit the money.
- 16.02.2 All participants shall give written authorization to the Board.
- The Board shall make available a summer payment plan for ten (10) month employees in accordance with N.J.S.A. 29-3.
- 16.03 All employees will use direct deposit for payroll purposes. All employees will be able to obtain payroll information via an employee portal established by the district.
- 16.04 Twelve (12) month employees will be paid in twenty-four (24) payments; ten (10) month employees shall be paid in twenty (20) equal semimonthly installments. Employees will be paid on the 15th and the last day of each month except in emergency or unusual cases. When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paycheck on the last previous working day, where possible. The final paycheck for ten (10) month employees shall be received on the employees' last workday in June.

- 16.05 Where applicable, each employee shall enjoy and be entitled to all the provisions of New Jersey and Federal Laws concerning service in the military service of the State of New Jersey or the United States of America.
- 16.06 Those employees on Board approved unpaid leave for less than ninety (90) school days in any contract year, shall be considered to have uninterrupted service for purposes of progression on the salary guide.
- 16.07 The employees with Board approved unpaid leave in excess of ninety (90) school days in any contract year, shall be considered to have a one (1) year interruption in service. Upon return they shall be placed on the same salary step they were on at the time the leave began.



ARTICLE 17 - INDEMNIFICATION AND SAVE HARMLESS PROVISION

17.01        Liability:

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that.

- (a) the Board give the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- (b) if the Association so requests in writing, the Board will cooperate with the Association in the defense of the claim, except if such cooperation would result in a conflict of interest or claims.

17.01.2     Exception:

It is expressly understood that paragraph one above will not apply to any claim, demand, suit or other form of liability, which may arise as a result of any type of willful misconduct by the Board.

ARTICLE 18 - MISCELLANEOUS PROVISIONS

- 18.01 Copies of the Agreement shall be printed. The expense for printing copies for distribution to employees shall be shared equally by the Board and the Association. This Agreement shall be presented to all employees employed by the Board and shall be distributed by the Association.
- 18.02 No employee shall be required by any member of the administration or Board to transport any student for any purpose in his/her private carrier.
- 18.03 Wherever in the Agreement the Superintendent of Schools is referred to; such reference shall be deemed to include any authorized designee acting with the consent of the Superintendent of Schools.
- 18.04 Members shall be permitted to use the faculty rest room at any building in which they are transporting students.

ARTICLE 19 - SALARIES

- 19.01 All employees shall be eligible to receive two (2) paid holidays, at their regular rate of pay, if they have taken no sick in the immediately preceding school year.
- 19.02 Hourly rates to be annualized based on regular number of hours scheduled, staff will be paid over 20 paychecks. Any additional time shall be submitted monthly via time sheet.

ARTICLE 20 - TERMINATION

This Agreement shall be effective as of \_\_\_\_\_ and shall remain in full force and effect through \_\_\_\_\_.


Township of Union Board of Education

\_\_\_\_\_  
President Date

\_\_\_\_\_  
Secretary Date

Union Transportation Association

Larry Sabel  
Larry Sabel (Oct 12, 2023 12:15 EDT)  
\_\_\_\_\_  
President Date

  
Marquetta Robinson (Oct 12, 2023 09:08 EDT)  
\_\_\_\_\_  
Secretary Date

**YEAR 1**  
**2023-24**      *Union Township Transportation Association*

**Salary Guide**

Step	FT Drivers	6-Hr Drivers	4-Hr	Dispatchers
	240 Days	182 days	Driver-Aides 182 days	
1	32.89	31.69	24.39	66,500
2	33.64	32.44	24.84	66,950
3	34.39	33.19	25.29	67,500
4	35.14	33.94	25.74	68,000
5	35.89	34.69	26.19	68,500
6	36.64	35.44	26.64	69,000
7	37.39	36.19	27.09	69,500
8	38.14	36.94	27.54	70,000
9	38.89	37.69	27.99	70,500
10	39.64	38.44	28.44	71,000

**YEAR 2**  
**2024-25**      *Union Township Transportation Association*

**Salary Guide**

Step	FT Drivers	6-Hr Drivers	4-Hr	Dispatchers
	240 Days	182 days	Driver-Aides 182 days	
1	34.04	32.84	25.24	66,800
2	34.79	33.59	25.69	67,250
3	35.54	34.34	26.14	67,800
4	36.29	35.09	26.59	68,300
5	37.04	35.84	27.04	68,800
6	37.79	36.59	27.49	69,300
7	38.54	37.34	27.94	69,800
8	39.29	38.09	28.39	70,300
9	40.04	38.84	28.84	70,800
10	40.79	39.59	29.29	71,300

**\*All staff advance one step each year**

# SALARY GUIDE

**YEAR 3**  
**2025-26**     *Union Township Transportation Association*

**Salary Guide**

Step	FT Drivers 240 Days	6-Hr Drivers 182 days	4-Hr	
			Driver-Aides 182 days	Dispatchers
1	34.95	33.95	26.20	67,300
2	35.70	34.70	26.70	67,750
3	36.45	35.45	27.20	68,300
4	37.20	36.20	27.70	68,800
5	37.95	36.95	28.20	69,300
6	38.70	37.70	28.70	69,800
7	39.45	38.45	29.20	70,300
8	40.20	39.20	29.70	70,800
9	40.95	39.95	30.20	71,300
10	41.70	40.70	30.70	71,800

**YEAR 4**  
**2026-27**     *Union Township Transportation Association*

**Salary Guide**

Step	FT Drivers 240 Days	6-Hr Drivers 182 days	4-Hr	
			Driver-Aides 182 days	Dispatchers
1	35.50	34.50	26.75	67,800
2	36.25	35.25	27.25	68,250
3	37.00	36.00	27.75	68,800
4	37.75	36.75	28.25	69,300
5	38.50	37.50	28.75	69,800
6	39.25	38.25	29.25	70,300
7	40.00	39.00	29.75	70,800
8	40.75	39.75	30.25	71,300
9	41.50	40.50	30.75	71,800
10	42.25	41.25	31.25	72,300

NJEA Research: MK

UTTA Drivers MOA Sep 13 to BOE.xlsm

UTTA Drivers Sep 13

\*All staff advance one step each year