

**MEMORANDUM OF AGREEMENT BETWEEN**  
**THE NEGOTIATIONS TEAMS OF**  
**RANDOLPH TOWNSHIP BOARD OF EDUCATION**  
**AND**  
**RANDOLPH TOWNSHIP SCHOOL BUS DRIVERS/  
TEAMSTERS LOCAL 97 OF NEW JERSEY**

The undersigned have reached the following tentative agreement with respect to a successor collective negotiations agreement. This agreement is subject to ratification by both parties, and the undersigned agree to recommend ratification of this Memorandum to their respective constituents. Except as set forth below, the terms of the Agreement between the Randolph Township Board of Education and Teamsters Local 97 of New Jersey on behalf of the Randolph Township School Bus Drivers, for the period July 1, 2008 through June 30, 2011, will remain the same.

1. RE-NUMBER, RE-LETTER and CHANGE DATES, WHERE APPLICABLE.
2. **DURATION:** The successor contract shall commence on July 1, 2011 and terminate on June 30, 2014.
3. **ARTICLE III, STEWARDS:**

ADD NEW SECTION 3.3, UNION LEAVE AS FOLLOWS:

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. The maximum leave granted per year shall not exceed ten (10) days. Union Leave shall not be carried over from year to year.

4. **ARTICLE IV, GRIEVANCES:**

ADD THE FOLLOWING TO THE FIRST FULL PARAGRAPH AFTER STEP 5:

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.

5. **ARTICLE VI – ASSIGNMENT OF WORK**

**SECTION 6.6, ONE WAY TRIPS:**

AMEND TO READ AS FOLLOWS:

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

**ADD NEW SECTION 6.7, SHORT TRIPS, AS FOLLOWS:**

**6.7 SHORT TRIPS**

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

6. **ARTICLE VII – SICK LEAVE AND BEREAVEMENT PAY**

SECTION 7.3: Set rate of pay for each unused day at \$25 for all three years. Add the following: “As per State law, *N.J.S.A.* 18A:30-3.5, the sick leave payout is capped at \$15,000 for employees covered by the statute.”

SECTION 7.6, MEDICAL EVIDENCE – AMEND TO READ AS FOLLOWS:

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. **ARTICLE IX – LEAVES OF ABSENCE**

SECTION 9.3, ABSENCE FOR PERSONAL BUSINESS – AMEND SUBPARAGRAPH b. TO READ AS FOLLOWS:

b. The use of personal days shall be limited to two (2) per month. Personal days may not be used during the last five days of student attendance in the school year. The Director may, in his 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.

**8. ARTICLE XII – DISCHARGE AND DISCIPLINE**

SECTION 12.4 – BYPASSING PROGRESSIVE DISCIPLINE:  
ADD THE FOLLOWING TO SUBPARAGRAPH b.:

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 being taken away from the scene by ambulance;
- Issuance of a summons to the bus/van driver.

**9. ARTICLE XIII – COMPENSATION & LONGEVITY**

RENAME ARTICLE “COMPENSATION”

SECTION 13.1, DRIVERS’ WAGES: AMEND TO READ AS FOLLOWS:

<u>YEAR</u>	<u>STEP</u>	<u>HOURLY RATE</u>	<u>DAILY RATE</u>
11-12	1 <sup>st</sup> -2 <sup>nd</sup> Year	\$29.56	\$177.36
	3 <sup>rd</sup> and Beyond	\$31.78	\$190.68
12-13	1 <sup>st</sup> -2 <sup>nd</sup> Year	\$30.06	\$180.36
	3 <sup>rd</sup> and Beyond	\$32.28	\$193.68
13-14	1 <sup>st</sup> -2 <sup>nd</sup> Year	\$30.56	\$183.36
	3 <sup>rd</sup> and Beyond	\$32.78	\$196.68

\*Up to 40 hours worked per week.

SECTION 13.3: Modify payments to read:

2011-12:	\$15.08
2012-13	\$15.58
2013-14	\$16.08

SECTION 13.7: Modify premium payment to \$2.00.

SECTION 13.9: Modify amounts to read as follows:

2011-12:	\$14.00
2012-13	\$14.00
2013-14	\$14.00

SECTION 13.12: Modify payment amounts to read as follows:

2011-12:	\$21.57
2012-13	\$22.07
2013-14	\$22.57

SECTION 13.4: Mechanics shall receive a fifty cent (\$0.50) increase to their hourly rate in each year of the contract.

SECTION 13.17, LONGEVITY: Current longevity pay will be rolled into the base salary of all employees currently receiving longevity. Section 13.17 is deleted in its entirety.

**10. ARTICLE XIV – WORKING CONDITIONS**

SECTION 14.1, ASSIGNMENT OF RUNS: ADD THE FOLLOWING:

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).

SECTION 14.7, TOLL REIMBURSEMENT – AMEND TO READ AS FOLLOWS:

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.

SECTION 14.19: Modify shoe allowance to read \$150 and mechanics' tool allowance to read \$500.

**11. ARTICLE XVI – INSURANCE PROTECTION**

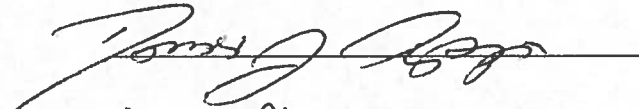
SECTION 16.4, DISABILITY INSURANCE – AMEND TO READ AS FOLLOWS:

The Board will provide payroll deduction services for a disability insurance program and shall contribute ~~fifty~~ **twenty-five** percent (~~50%~~) (**25%**) of the cost for such disability insurance.

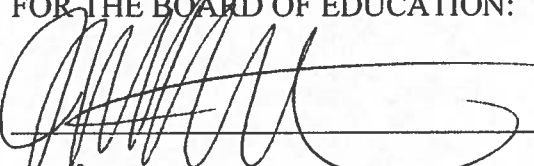
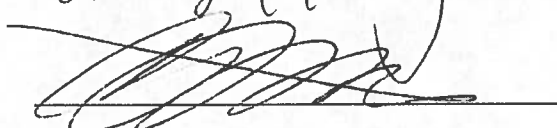
12. All other proposals of the parties are hereby withdrawn.

IN WITNESS WHEREOF, the parties have affixed their signatures this 2<sup>nd</sup> day of August, 2011.

FOR THE UNION:

  
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Jill Litman  
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Jennifer Patrick  
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Madeline A. Kim  
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FOR THE BOARD OF EDUCATION:

  
\_\_\_\_\_  
Sammy Mackay  
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