

8881

1994 - 1997

ERRATA SHEET

Page 15 Section One, Article IX, A.1.b.(1), line 2
Change "hat" to "that"

Page 21 Section Two, Article XIV, B.1., line 2,
Change "half" to "shall"

Page 23 Section Two, Article XV, A.2., line 5
Change "1996/9" to "1996/97"

Page 28 Section Three, Article XIX
Insert "F." before "Paid Vacation Leave"

Page 30 Section Three, Article XX, B.4., line 4
Change "1996/9" to "1996/97"

Page 50 Schedule A-2, Paragraph One, line 1
Change "1995/9 half" to "1995/96 shall"

Page 51 Schedule A, Paragraph One, line 1
Change "1995/9 half" to "1995/96 shall"

Page 51 Schedule A, Dates under example
Change "9/96-9/97" to "9/96-2/97"

Page 51 Schedule A, Paragraph 2, line 2
Change "1996/9" to "1996/97"

4/12/95

CONTRACT

Between

**MARLBORO TOWNSHIP
EDUCATION ASSOCIATION**

and

**MARLBORO TOWNSHIP
BOARD OF EDUCATION**

July 1, 1994 to June 30, 1997

TABLE OF CONTENTS

ARTICLE	PAGE
SECTION I	
Preamble	3
Witnesseth	3
Recognition	3
Negotiation Procedure	4
Grievance Procedure	4
Employee Rights	8
Association Rights and Privileges	10
Management Rights	11
Voluntary Transfers and Reassignments	12
Paid Leave	12
Unpaid Leaves of Absence	15
Employee Insurance/Benefit Programs	17
Agency Fee	18
Miscellaneous Provisions	20
XII	
XI	
X	
SECTION II	
TEACHERS	
Work Year	21
Work Hours	21
Salary and Compensation	22
Personal and Professional Days	25
Evaluation	26
Miscellaneous	27
XVIII	
XVII	
XVI	
XV	
XIV	
XIII	
SECTION III	
SECRETARIAL AND CLERICAL	
Work Year and Work Day	27
Wages and Tuition Reimbursement	30
Professional and In-Service Days	30
Evaluations	31
XXII	
XXI	
XX	
XIX	
SECTION IV	
LIBRARY AND INSTRUCTIONAL ASSISTANTS	
Work Year and Work Day	31
Wages and Compensation	31
Paid Leave	32
Long Term Leaves	33
Evaluations	33
XXVII	
XXVI	
XXV	
XXIV	
XXIII	

**SECTION V
DRIVERS AND ATTENDANTS**

XXXVIII	Work Year	33
XXIX	Daily Work Hours	34
XXX	Overtime	36
XXXI	Extra Work	37
XXXII	Work Schedule	40
XXXIII	Employment Procedures	41
XXXIV	Seniority	41
XXXV	Salaries	43
XXXVI	Employee Evaluation	43
XXXVII	Leaves of Absence	44

SECTION VI

XXXVIII	Duration of Agreement	46
	Signatures	46
	Schedule A—Teachers' Salary Guides	
	1994-1995	47
	1995-1996	48
	Schedule A-1—1996-1997	49
	Schedule A-2—1996-1997	50
	Schedule A—Teachers' Guide	
	Movement Chart	51
	Schedule B—Psychologists' Salary Guides	
	1994-1995	52
	1995-1996	52
	1996-1997	53
	Schedule B—Psychologists' Guide	
	Movement Chart	53
	Schedule C—Teachers' Extra-Curricular	
	Activities Guides	54
	Schedule D—Professional Support Staff	
	Salary Guides	54
	Schedule E—Library and Instructional	
	Assistants' Hourly Wage Rates	55
	Schedule F—Bus Drivers' Hourly Wage	
	Rates	56
	Schedule G—Attendants' Hourly Wage	
	Rates	56

PREAMBLE

This Agreement, entered into this 22nd day of September, 1994, by and between the Board of Education of the Township of Marlboro, New Jersey, hereinafter called the "Board" and The Marlboro Township Education Association, hereinafter called the "Association,"

WITNESSETH:

WHEREAS, the Board has an obligation, pursuant to N.J.S.A. 34:13A-1 et seq to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understanding which they desire to confirm in this Agreement.

SECTION ONE

ARTICLE I

RECOGNITION

- A. The Board of Education of the Township of Marlboro hereby recognizes the Marlboro Township Education Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all regular part-time or full-time certified professional staff, professional support staff, library and instructional assistants, regular bus drivers and bus attendants. All other employees, including executive, administrative, supervisory and/or confidential, and custodial and food service staff members are excluded from this bargaining unit.
- B. SECTION ONE of this Agreement pertains to the Association and to all employees in the bargaining unit.
- SECTION TWO of this Agreement pertains only to certified professional staff (teachers).
- SECTION THREE of this Agreement pertains only to professional support staff (secretarial and clerical employees).
- SECTION FOUR of this Agreement pertains only to library assistants and instructional assistants.
- SECTION FIVE of this Agreement pertains only to bus drivers and bus attendants.
- C. **Definitions**
 - "Employee(s)" shall designate person(s) whose employment is covered by this Agreement. References to male employee(s) shall include female employee(s).
 - "Teacher(s)" shall mean certificated professional staff member(s).
 - "Professional Support Staff" shall mean secretarial and clerical employee(s).
 - "Assistant(s)" shall mean Library and/or Instructional Assistant(s).
 - "Bus Driver(s)" and/or "Bus Attendant(s)" shall refer only to these two (2) classifications.

SECTION ONE
ARTICLE II
NEGOTIATION PROCEDURE

- A. The parties agree that, provided the Association is still the majority representative, it will submit its proposals for a successor Agreement to the Board of Education not later than the April 1 immediately preceding the expiration date for this Agreement and that the Board will respond by April 15 or within fifteen (15) days of the receipt of the Association's proposals, whichever is later. The parties also agree that negotiations will commence not later than the ensuing May 1.
- B. The Board agrees to furnish to the Association, in response to written request, giving the Board reasonable notice, with data, which is public information and which the Association reasonably requires to carry on intelligent and informed bargaining. It is specifically understood that no work papers are included within the contemplation of this Article.
- C. The Board agrees to provide the Association with the number of employees on each step of their respective salary guides. This information is to be given to the Association by February 1, 1997. At the same time the Board will provide data on the number of employees in the following categories:
1. Married - no dependents
 2. Single - no dependents
 3. Married - with dependents
 4. Single - with dependents
 5. In each certified category
 6. The names and addresses of all employees in the negotiations unit.
- D. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party.

SECTION ONE
ARTICLE III
GRIEVANCE PROCEDURE

- A. **Definitions**
- A "grievance" is a complaint by which an employee or employees in the negotiation unit and his/her representative may appeal the interpretation, application or violation of this Agreement, Board Policy, and administrative decisions affecting terms and conditions of employment, except that the term "grievance" shall not apply to:
1. Any matter for which a method of review is prescribed by law or which by law is exclusively within the discretion of the Board.

2. Any rule or regulation of the State Department of Education or the State Commissioner of Education having the force and effect of law.
3. Any matter which according to law is beyond the scope of Board authority.

B. Principles

1. A grievance to be considered under this procedure shall be presented by the grievant not later than twenty-one (21) work days after the occurrence of the grievance. The number of days allotted at each step of the grievance procedure is to be considered as a maximum time limit. Every attempt should be made to resolve grievances as quickly as possible.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. A grievant may present and process his/her grievance personally or through appropriate Association representatives not to exceed three (3) in number. The grievant shall be personally present at all steps of the grievance procedure. Should a grievant want to process his/her grievance personally, he/she may do so; however, the Association shall be so notified by the Superintendent and shall have the right to have a representative present.
4. No reprisals shall be taken by the Board or Administration against any participant because he/she utilizes the grievance procedure.
5. Should a grievance result from action taken by the Superintendent or the Board, a grievant may present his/her grievance initially at the second step of the grievance procedure.

C. Procedures

1. **STEP ONE:**
 - a. A grievant may initially discuss the matter, identified as a grievance, with his/her Administrative Supervisor in an attempt to settle the grievance informally. This is not intended to extend the time limitation as set forth in Section B., Subsection 1.
 - b. A grievant shall file his/her grievance in writing by presenting the written grievance to his/her Administrative Supervisor and forwarding copies to the Superintendent of Schools and the Grievance Committee.
 - c. At the option of the grievant or the Administrative Supervisor, the grievant and the Administrative Su-

ervisor shall meet in an attempt to resolve the grievance not later than five (5) work days following the date on which it is filed.

d. The Administrative Supervisor shall communicate his/her decision in writing to the grievant not later than seven (7) work days following the filing or meeting, whichever is later. A copy of the decision shall also be forwarded at the same time to the Superintendent and Grievance Committee.

2. STEP TWO:

a. If the grievance has not been resolved at Step One of the procedure, the grievant and his/her representative may file the grievance in writing to the Superintendent. This shall be done not later than five (5) work days following the written decision of the Administrative Supervisor.

b. The grievant, and his/her representative(s) and the Superintendent shall meet in an attempt to resolve the grievance not later than seven (7) work days following the date on which the grievance was filed with the Superintendent.

c. The Superintendent shall communicate his/her decision in writing to the grievant not later than ten (10) work days after the meeting. A copy of the decision shall also be forwarded to the Grievance Committee.

3. STEP THREE:

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Step Two, or if the Superintendent has not communicated his/her decision in writing to the grievant as provided in Step Two, the grievant and/or his/her representative may request a hearing with the Board or its representative or representatives which shall consist of one or more persons designated by the Board. The Superintendent may be present but shall not act as the Board's designee. The request shall clearly explain the grievance and be made in writing not later than five (5) work days following the Superintendent's decision, or if no such decision has been communicated, then not later than five (5) work days following the expiration of the ten (10) work days period provided in Subsection c. of Step Two.

b. At the request of either party the grievant and up to three (3) representatives and the Board and/or its representatives shall meet in an attempt to resolve the grievance not later than fifteen (15) work days following the date on which the grievance was filed. If this meeting does not occur, the grievant may proceed to the next step.

c. If this meeting does take place within the fifteen (15) day period, the Board shall communicate its decision in writing to the grievant not later than ten (10) work days following the last day on which the meeting could have occurred. A copy of the decision shall also be forwarded at the same time to the Superintendent and the Grievance Committee.

4. STEP FOUR:

a. In the event the grievant is dissatisfied with the determination of the Board of Education, and in the further event that the grievance involved the interpretation or application of this contract, the grievance may be submitted to arbitration. The grievant shall request in writing that the Marlboro Township Education Association (MTEA) submit the grievance to arbitration. If the MTEA decides the grievance is meritorious, it may submit the grievance to arbitration by so notifying the Board in writing, not later than fifteen (15) work days following the determination of the Board. Failure to request arbitration within said period of time shall constitute an absolute bar to such arbitration unless the Board of Education and the Marlboro Township Education Association shall mutually agree upon a longer time period within which to assert such a demand.

b. The Board may also request arbitration concerning any dispute regarding the interpretation or application of this contract. The time limits applicable to the Association are also applicable to the Board of Education.

c. The arbitrator shall have no power or authority to add to, subtract from, change or modify any of the terms of this Agreement.

d. Within ten (10) work days after the MTEA shall have delivered the written request for arbitration, the Board and the MTEA shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time period, the party requesting arbitration shall request a list of arbitrators from the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

e. The arbitrator so selected shall confer with the representatives of the Board and the MTEA and hold hearings promptly, and he/she shall issue his/her decision not later than twenty (20) work days from the close of hearings, or if oral hearings have been waived, then from the date that the final statements

and proofs are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issue submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding on both parties.

1. The cost for the services of the arbitrator, including per diem expenses, if any, and the cost of the hearing room, if any, shall be borne equally. Any other expenses incurred shall be paid by the party incurring such expense.

D. Miscellaneous

1. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Failure by the grievant to progress on a timely basis to any step in the grievance procedure shall constitute an abandonment and waiver.

SECTION ONE

ARTICLE IV

EMPLOYEE RIGHTS

A. Pursuant to NJSA 34:13A-1 et. seq. the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the employment of any rights conferred by NJSA 34:13A-1 et. seq. or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates' collective negotiations with the Board, or his/her institution of any grievance, complaint or proceed-

ing under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey school laws or other applicable laws and regulations.

C. No employee shall be prevented from wearing regular membership pins or other identifications of membership in the Association or its affiliates of the size normally used as tie tacks, lapel pins, or charms on bracelets.

D. Whenever any employee is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that person in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his/her own choosing present to advise and represent him/her during such meeting or interview.

E. No employee, except bus drivers, shall be required to transport children. Employees shall not be responsible for certifying amounts of money which they may collect from students.

F. Any document regarding an employee given to any member of the Administration by any parent, student or other individual which is to be placed in the employee's personnel file shall be promptly called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut any such document. Said response shall be placed in the employee's personnel file within fifteen (15) working days of such document being placed in his/her personnel file. Receipt of said response shall be acknowledged by the Superintendent or his/her designee by initialing same.

G. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed 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 fifteen (15) working days of receipt of a copy of such material and his/her answer shall be reviewed by the Superintendent or his/her designee, initialed, and attached to the file copy.

H. No employee shall be disciplined without just cause.

**SECTION ONE
ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES**

- A. Representatives of the Association, the New Jersey Education Association, and the National Education Association, shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations and provided further such representative complies with all rules and regulations promulgated regarding visitors to school buildings.
- B. The Association and its representatives shall have the privilege of using school buildings at reasonable hours for meetings, provided it makes application through the Building Principal, who will then follow Board Policy.
- C. The Association shall have the privilege of using Board owned office and audio-visual equipment at reasonable times, when such equipment is not otherwise in use, provided the person who is to operate such equipment is, in the opinion of the Administration, qualified to operate same.
- D. The Association shall have, in each building, the use of bulletin board space in each lounge, where one exists. Said designated space shall be used exclusively for Association materials.
- E. The rights and privileges of the Association and the representatives, as set forth in this Agreement, shall be granted to the Association only so long as it is the exclusive representative of the employees in the bargaining unit, and to no other organization.
- F. The parties agree that the Association President during his or her term of office shall be released from playground, cafeteria and bus duties. The Association President shall be entitled to one (1) day without loss of pay to attend to Association matters provided approval is requested in advance. In addition, the Superintendent may provide the Association President with released time from normal duties to confer and discuss with the Superintendent about district concerns.
- G. Whenever any representative of the Association or any employee participates during working hours in negotiations with the Board or grievance proceedings he/she shall suffer no loss in pay if such negotiations or grievance meetings were scheduled by the Board.
- H. The Association shall have the right to use the existing inter-school mail facilities and school mail boxes as it deems necessary and without the approval of the building Principals or other members of the Administration.
- I. The Association shall have the right to install a telephone in the faculty lounge of the school building in which the Association President works. All costs shall be borne by the MTEA.

10

**SECTION ONE
ARTICLE VI
MANAGEMENT RIGHTS**

- A. The Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right:
 1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while said employees are engaged in the performance of their duties.
 2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees; to relieve employees from duty because of lack of work or other legitimate reasons. Where the Board has adopted procedures in the above area, the Board will follow said procedures.
 3. To establish grades and courses of instruction including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature. Where the Board has adopted procedures in the above areas, the Board will follow said procedures.
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto.
 6. To take whatever action may be necessary to carry out the mission of the school district in situations of emergency.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.

11

C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

**SECTION ONE
ARTICLE VIII
VOLUNTARY TRANSFERS
AND REASSIGNMENTS**

A. No vacancy in a bargaining unit position shall be filled until after the vacancy has been posted by the Superintendent of Schools.

B. Any employee (except drivers and attendants, see Article XXXIII.B.) who wishes to be reassigned to another position within the District which does not constitute a promotion, may apply in writing to the Superintendent through the Building Principal or the Immediate Administrative Supervisor, as the case may be. Personnel are encouraged to make requests early in the school year to allow time for consideration and planning for the total school program and staff. The Administrator will make every effort to cooperate with staff members in this area of reassignment; however, it is recognized that it is an Administrative responsibility to utilize personnel in areas that will contribute to the best interests of the entire school district. Individuals will be notified in writing of the reasons for the refusal of the request.

**SECTION ONE
ARTICLE VIII
PAID LEAVE**

A. 1. Sick leave is defined to mean the absence from his or her post of duty, of any employee because of personal disability due to illness or personal injury, or because he or she has been excluded from school by the school district's medical authorities because of a contagious disease in his or her immediate household.

2. Each ten (10) month employee shall be entitled to twelve (12) month sick leave days each school year and each twelve (12) month employee shall be entitled to fourteen (14) sick leave days each school year as of the first official day of said year, whether or not they report for duty on that day. The sick leave entitlement for a part-time employee shall be prorated. Unused sick leave shall be accumulated from year to year with no maximum limit. New employees hired after the commencement of the school year shall receive sick leave days on a pro rated basis for the first year of employment.

3. Employees shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year. Such accounting shall include the number of days vested pursuant to Side Bar No. 3 from the negotiated Agreement between these parties for the period July 1, 1985 through June 30, 1987.

a. Vested Sick Day Cash Payment for Teachers and Professional Support Staff

Upon retirement or voluntary termination after four (4) years service in the school district the retiring or terminating teacher or professional support staff shall be paid for accumulated and unused sick days according to the following:

- (1) All unused sick leave days accumulated prior to the 1985-1986 school year shall be paid for at the rate of fifteen dollars (\$15.00) per day.
- (2) All unused sick leave days accumulated during the school years 1985-1986, and 1986-1987 shall be paid for at the rate of fifty dollars (\$50.00) per day.
- (3) There shall not be any payment for sick leave days earned after June, 1987.

The sick leave days most recently accumulated are the days which shall be used first; i.e., days earned after 1986-1987 shall be used first in accord with the principle, "last in first out". The payment to which a retiring or terminating teacher or professional support staff would otherwise be entitled under this provision shall be reduced by one hundred dollars (\$100.00) per day for each day of casual absence during the teacher's or professional support staff's last twelve (12) months of active employment. Casual absence is defined as all absence exclusive of approved professional days and extended illness in excess of five (5) consecutive days.

b. Payment for Unused Sick Leave

Upon retirement under TPAF or PERS after twelve (12) years of service in the District, employees shall be entitled to be reimbursed for unused accumulated sick leave at the following rates:

Sick Days	Teachers	Payment
Days 0 - 75		Paid at Rate of: \$30.00
Days 76 - 150		Paid at Rate of: \$45.00
Days 151 - 250		Paid at Rate of: \$55.00
		(Maximum payment of \$11,125.00)

Professional Support Staff/Instructional Assistants

Sick Days	Payment
Days 0 - 75	Paid at Rate of: \$20.00
Days 76 - 150	Paid at Rate of: \$30.00
Days 151 - 250	Paid at Rate of: \$35.00
	(Maximum payment of \$7,250.00)

- Vested days set forth in (a.) above shall remain as per 1989-1990 agreement. Employees shall be entitled to only one (the appropriate (a.) or (b.) above) of the reimbursement for unused sick leave, whichever is greater, if both apply.
- In case of more than three (3) consecutive days absence, a physician's certificate shall be filed with the Superintendent.
 - 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 sick leave. Salary or wage payments 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 Chapter 15 of Title 34 of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any worker's compensation award made for temporary disability.
 - Nothing contained herein shall limit, prohibit, or otherwise restrain the Board of Education from granting additional sick leave over and above the minimum sick leave defined.
- B. Bereavement Leave**
Bereavement leave shall be allowed in accordance with the following:
- For the death of a parent, step-parent, child, step-child, brother, sister, grandparent, spouse, parent of spouse, son-in-law, daughter-in-law, or person who at the time of death resided in the same household as the employee and with whom the employee had a close relationship, a period of five (5) consecutive days per incident with one of the days being the day of interment or cremation.
 - For aunt, uncle, nephew, niece, sister-in-law and brother-in-law, one (1) day per incident.

SECTION ONE
ARTICLE IX
UNPAID LEAVES OF ABSENCE

- Due to a medical disability which is substantiated by a certificate from a medical doctor, an employee shall be granted an extended leave of absence without pay. During the period of the employee's personal medical disability, accumulated sick leave benefits shall be paid until such benefits are exhausted or the personal medical disability has terminated. During such time of medical disability leave, said employee shall be covered by existing health insurance and benefits.
 - The Board retains the right to place an employee on medical leave for any one of the following reasons:
 - Whenever the employee's physical condition adversely affects his/her ability to continue to effectively perform his/her duties.
 - The physical condition or capacity is such that the employee's health would be impaired if permitted to continue in an active employment status, and it:
 - the employee fails to produce a certificate from a medical doctor stating that said employee is medically able to continue to perform his/her duties, or
 - the Board of Education's physician and the employee's physician agree that said employee cannot continue to perform his/her duties, or
 - following any difference of medical opinion between the Board's physician and the employee's physician the Board requests expert consultation in which case a medical society shall appoint an impartial third physician whose opinion shall be conclusive and binding for the issue of medical capacity to continue to perform his/her duties. The "reasonable, usual, and customary" fee for such third opinion and any required examination by an impartial third physician under this paragraph shall be paid by the Board.
 - When the seeking of an extended leave of absence for medical disability can be anticipated, an employee shall file a written request for such leave with the Superintendent ninety (90) or more calendar days prior to the effective date of such leave, or within seven (7) calendar days from the time the employee knew of the necessity of taking the medical disability leave, whichever is later. Said request shall indicate the anticipated date on which the said leave is to terminate (if able to ascertain within reason). Written request shall indicate the anticipated plans of the employee upon termination of the medical disability leave as to their returning

**SECTION ONE
ARTICLE X.**

EMPLOYEE INSURANCE/BENEFIT PROGRAMS

A. Health Care

The Board of Education will pay for the employee one hundred percent (100%) of the concerned dependent health insurance as provided by current contract with Blue Cross and Blue Shield of New Jersey. In order to be eligible to participate an employee must be employed to work twenty (20) or more hours per week. Effective January 1, 1995, the major medical deductible shall be \$200.00 per annum for single coverage and \$400.00 per annum for family coverage.

B. Dental Care

Each employee who is employed to work twenty (20) or more hours per week may enroll in a Board sponsored dental care program. Such employee may also enroll his/her eligible dependent(s), if any, and the Board shall contribute up to the amount indicated below for the enrollment of an employee (including her/his enrolled dependents). The balance of the enrollment costs, if any, shall be deducted from the employee's paychecks. Effective July 1, 1994 and thereafter, the Board shall not be responsible for any cost per employee (including his/her enrolled dependents) that exceeds \$785.16 per employee (including his/her enrolled dependents) unless otherwise expressly agreed to by the parties.

C. Prescription Medicine

1. Each employee who is employed to work twenty (20) or more hours each per week may enroll him/herself and her/his eligible dependents, if any, in a prescription plan, the premium for which shall be paid by the Board. The co-pay shall be six dollars (\$6.00) for name brand drugs and three dollars (\$3.00) for generic drugs. There shall be no major medical reimbursement for co-payments under this plan.

2. Employees shall be entitled to receive a twenty-one (21) day supply of any prescription and one (1) twenty-one (21) day refill. Thereafter, any refills on the prescription shall be through a mail order pharmacy designated by the insurance carrier at no cost to the employee.

D. The Board shall provide employees who are hired after January 1, 1993, single-only insurance coverage outlined in Sections A., B., and C. above. In addition, the employee shall have the right to purchase at group rates the insurance listed in Sections A., B., and C. above for his/her dependents. Upon completion of a total of three (3) years of employment with a contract in the School District including approved leaves of absence with pay, the Board shall provide to these employees all insurance coverage as outlined in Sections A., B., and C. above.

to work, resigning, retiring, or applying for another type of leave.

3. The Board need not grant or extend the leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained. An employee returning from a medical disability leave shall be entitled to all benefits to which said employee was entitled at the time leave commenced.

4. No tenured or non-tenured employee shall be barred from returning to work after a medical disability leave on the grounds that not enough time has elapsed during the recovery time. Nothing contained in this paragraph shall be construed to preclude the Board from requiring any employee to produce a certificate from a physician showing that said employee is capable of performing all of his/her assigned duties, provided that if the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as is set out in paragraph A. 1. b. (3), of this Article.

5. Nothing herein contained shall be construed to require the Board to grant tenure to any non-tenured employee who would not have been granted tenure in the absence of this provision or to offer a new contract for a new school year to any non-tenured employee who would not have been offered such a contract in the absence of this provision.

B. An employee may make application to the Board for a child-rearing leave of absence without pay for a period of up to one year. Said application shall be made to the Superintendent at least ninety (90) calendar days prior to the commencement of the child-rearing leave. The ninety day advance notice requirement shall be waived in the event such notice is impossible (e.g. adoption with short notice).

C. The exact dates of medical disability and/or child-rearing leaves will be arranged in consideration of both need and administrative feasibility. The Board reserves the right to regulate the commencement and termination dates of such leaves in order to preserve educational and/or job continuity and such regulation may result in the period of leave being longer or shorter than one year. However, no leave shall be lengthened pursuant to this paragraph so as to preclude an employee from acquiring tenure.

SECTION ONE
ARTICLE XI
AGENCY FEE

- A. The Association shall have the right to request that the Board deduct an agency fee from the pay of those members of the bargaining unit who are not members of the Association.
- B. Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the representation fee to be deducted, not in excess of eighty-five percent (85%) of current Association fees, or whatever the law provides. The Association shall also certify to the Board that the fee is established in accord with the requirements of law.
- C. **Deduction and Transmission of Fee**
 1. **Notification**

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year.
 2. **Payroll Deduction Schedule**

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

 - a. Ten (10) days after receipt of the aforesaid list by the Board; or
 - b. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff. In which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
 3. **Termination of Employment**

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.
 4. **Mechanics**

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will,

as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. **Changes**

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or in the amount of the representation fee, and such changes will be reflected in any deduction made more than ten (10) days after the Board received said notice.
6. **New Employees**

On or about the last day of each month, beginning with the month following the execution of this Agreement, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and the date of employment for all such employees.
7. **Indemnification and Save Harmless Provision**
 - a. **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:

 - (1) the Board gives 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
 - (2) if the Association so requests in writing, the Board will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.
 - b. **Exception**

It is expressly understood that paragraph (1) above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of negligence or willful misconduct by the Board.
8. **Demand and Return**

The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A., and membership in the Association shall be available to all employees in the unit on an equal basis at all times.

**SECTION ONE
ARTICLE XII
MISCELLANEOUS PROVISIONS**

- A. In the event any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. In the event individual contracts are required to be modified by State law or regulation of the State Board of Education, then any provision of this Agreement which is inconsistent therewith shall be deemed superseded.
- C. Copies of this Agreement shall be reproduced within thirty (30) days after the Agreement is signed. The cost of said reproduction shall be borne equally by the Board of Education and The Marlboro Township Education Association.
- D. All employees will be paid on the 15th and last day of the month. Ten (10) month employees have the opportunity to be paid on a ten (10) month basis or have ten percent (10%) of their monthly salary set aside for the ten (10) month period to be received with the last paycheck. When a pay day falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day. Ten (10) month employees shall receive their final checks on the last working day in June, provided their duties are completed.
- E. Employees who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one school per day shall be reimbursed for all such travel at the rate per mile established annually by the Internal Revenue Service for all driving done between the opening and closing of the school day.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so in writing.
 - 1. If by Association, to Board at
1980 Township Drive, Marlboro, New Jersey 07746
 - 2. If by Board, to Association at
Marlboro Elementary School, 100 School Road West
Marlboro, New Jersey 07746

20

- G. All employees interested in a promotion and/or a new position shall be granted a formal interview provided the employee meets all listed qualifications.
- H. The Board agrees to make available to employees a copy of their job description upon request.
- I. Employees may opt for automatic deposit of payroll checks subject to procedures established by the district.

**SECTION TWO - TEACHERS
ARTICLE XIII
WORK YEAR**

The teachers work year shall consist of a maximum of 186 days. In addition, staff employed subsequent to October 1, 1987 may be required to work one additional day for orientation and/or inservice immediately preceding the opening of the student school year next following his/her employment.

**SECTION TWO - TEACHERS
ARTICLE XIV
WORK HOURS**

- A. It is recognized by both parties that the responsibilities of teachers extend beyond the time spent in the classroom. Therefore, the principles hereinafter enunciated should be interpreted in such a way as to provide the effort required for a quality education and the normal incidents thereto.
- B. 1. The parties agree that the teachers shall be obligated to work a seven (7) hour day which shall include a duty-free lunch period of forty-five (45) minutes in elementary school assignments. In middle school assignments the lunch period shall be equivalent to a teaching period but not less than forty-two (42) minutes.
- 2. Teachers will be available to attend faculty meetings not to exceed twenty (20) hours per year. A faculty meeting shall be any meeting called by an Administrator beyond the time limits specified in Section B. 1 hereof. Administrators shall give two (2) days notice of all meetings, excepting in case of emergency, and an agenda will be submitted for such meetings when possible.
- C. Teacher work hours shall be fixed by the Building Principal within the seven (7) hour work day as stipulated in Section B. 1 hereof. On the last day of school before a holiday, teachers shall be permitted to leave five (5) minutes after the close of the afternoon session, with the approval of the Building Principal.
- D. 1. During the term of this contract the Board of Education will guarantee the scheduling of a minimum of thirty-five (35) consecutive minutes per day per classroom teacher in elementary schools to each full day as a preparation period. In middle school the Board of Education will guarantee a preparation period equal to a

21

- scheduled period in that Building. The current practice as it pertains to emergency class coverage will prevail, i.e., the regular class teacher will provide class coverage where required.
2. A preparation period shall be used only for professional purposes. Teachers shall not leave the building without the permission of the immediate supervisor.
 - E. All times during the school day shall be under the supervision and control of the Board of Education through the Building Principal and the Superintendent of Schools.
 - F. During days on which parent-teacher conferences are scheduled by the Superintendent of Schools, teachers shall be required to teach only a half-day session. On said days total teacher working hours shall not exceed a maximum of seven (7) hours and there shall be no more than four (4) evenings of parent-teacher conferences for any teacher, during the school year, nor more than two (2) during any calendar week, unless the teacher schedules same.
 - G. 1. All classroom teachers shall be provided released time for the purpose of participating in the development of the I.E.P. with the Child Study Team, for each of their students so involved.
 2. Subsequent meetings with the Child Study Team shall be scheduled during the teachers' preparation time, unless the teacher and the Child Study Team can mutually agree to another time.
 - H. All teachers shall be required to participate in the Meet-the-Teacher Night once each year as designated by the Superintendent of Schools. The length of said meeting shall not exceed two (2) hours. Said meeting shall be scheduled after September 15, on any school night except Friday or before a holiday. On Meet-the-Teacher Night all teachers shall be entitled to time off during the day equivalent to the time scheduled for Meet-the-Teacher Night. The time off shall be scheduled by the Superintendent of Schools.

SECTION TWO - TEACHERS

ARTICLE XV

SALARY AND COMPENSATION

A. SALARY PROVISIONS

1. The salaries of all teachers (except psychologists) covered by this Agreement are set forth in Schedule "A" which is attached hereto and made part hereof. The salaries of psychologists covered by this Agreement are set forth in Schedule "B" which is attached hereto and made a part hereof. Such guides are based on a twelve (12) month work year. The school calendar, as adopted by the Board, shall be applicable during the pupil school year. During the balance of the year a

22

- psychologist shall be entitled to July 4th and Labor Day as holidays.
- In addition, twelve (12) month psychologists shall have summer vacations consisting of twenty (20) days made up of four (4) weeks of five (5) days. The scheduling of all vacations must be approved in writing by the Superintendent. The eligibility for vacation shall be determined on July 1 of each year.
- Vacation shall accrue on the basis of one and three quarter days per month up to a maximum of twenty (20) days.
2. Initial placement on the salary guide shall be determined by the Superintendent, Board of Education and the new employee. No newly hired teacher may be paid more than an existing teacher with the same credited years of experience. Effective the 1996/9 school year, the credited experience of any newly hired teacher will dictate the choice of placement of Guide "A" or Guide "B" at the time of hire.
 3. A teacher must be employed for one-half year (five months) in order to be eligible for an increment the following year.
 4. A maximum of four (4) years military service will be given as experience toward placement on the teachers' salary guide.
 5. Adjustments in salary made necessary because of a change in degree status shall be made at the usual time of issuance of contracts. Those who qualify during the summer months will receive revised contracts.
 6. Annual increments may be withheld upon the recommendation of the Superintendent and approval of the Board of Education.
 7. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30th. Any non-tenured teacher who does not within fifteen (15) days from receipt of notice notify the Board of Education of his/her availability shall be presumed to have declined employment for the next year, and the Board may proceed to fill the vacancy.
 8. A teacher may have savings deductions automatically credited to his/her account at the Monmouth-Ocean Teachers Federal Credit Union, Asbury Park, New Jersey, on signing authorizations to Board to make said deductions.
 9. A teacher who is engaged to replace another teacher who will be absent for the balance of the school year will be offered a contract and placed on the appropriate step of the guide if employment is to commence before January 31st. Otherwise the teacher will be hired as a per diem substitute with payment based on the scale for substitute teachers unilaterally established by the Board of Education.

23

10. The scattergram for 1996/97 for use in negotiations for a successor Agreement shall reflect the actual costs to the Board of the 1996/97 guide, i.e., the annualized cost of the split Step 15 —> shall be used.

B. OTHER WAGE COMPENSATION PROVISIONS

1. Teachers in charge of compensated extracurricular activities shall be paid in accordance with Schedule "C" which is attached hereto and made a part hereof. Payment for curriculum development shall be \$23.00 per hour. Payment for in-service shall be \$19.00 per hour.
2. Supplementary and Home Instruction authorized by the Board of Education shall be compensated at the rate of \$23.00 per hour. It is understood and agreed that the scheduling of the time of home instruction is a matter within the complete discretion of the Superintendent of Schools.
3. If a teacher is used as a substitute during the teacher's preparation period, the teacher shall be paid a pro rata amount of the teacher's daily rate of pay (1/200th of the annual salary rate).
4. The stipend for evening, Saturday, Sunday or Holiday music performances shall be \$100.00 per performance, provided such performances are approved in advance by the principal and the Superintendent of Schools. The stipend for teacher supervision of students at events designated by the Superintendent shall be \$35.00 subject to the approval of the Superintendent of Schools.

C. PROFESSIONAL MEETINGS AND TUITION REIMBURSEMENT

1. The Board of Education shall pay the cost of expenses incurred in connection with attendance approved by the Board at meetings of a professional nature at locations other than in the school district. The maximum amount of such expenses shall be agreed upon, in advance, by the teacher and the Board.
2. All teachers holding provisional, permanent, or regular certification shall be eligible for tuition reimbursement. Except as limited by d.3. below, teachers holding provisional certificates will receive reimbursement for courses taken other than those needed to gain permanent certification. Reimbursement will be made under the following conditions:
 - a. Approval of the course to be taken must be obtained from the Office of the Superintendent prior to starting in the course.
 - b. Courses taken must be part of a planned program leading to a definite educational objective related to the assigned position of the applicant, or the courses must be directly related to the individual's professional needs as determined by his/her assigned position.

c. A teacher must earn a grade of "B" or better in order to receive tuition reimbursement.

- d. 1. The maximum reimbursement shall be one hundred percent (100%) of the prevailing state college rate if a non-state college is attended, up to a maximum of \$1,100 per teacher, with a total district cap of \$55,000 for the 1994/95 school year and up to a maximum of \$1,200.00 per teacher, with a total cap of \$60,000.00 for the 1995/96 and 1996/97 school years.
2. It is agreed that a teacher who receives tuition reimbursement under this paragraph is required to give a school year's service to the school district in the school year following receipt of the money. If a teacher who has received payment hereunder voluntarily fails to provide said one year of service, the individual shall be responsible for repaying the Board.
3. Teachers who begin work after the opening of the school year or who work on a part-time basis (less than full-time) shall be entitled to tuition reimbursement on a pro-rated basis. Teachers in their first year of employment in Marlboro shall not be entitled to tuition reimbursement but may be entitled to reimbursement, subject to the Superintendent's approval, for workshops, seminars and professional days.
- e. Upon completion of courses, transcripts will be filed in the Office of the Superintendent.

SECTION TWO - TEACHERS

ARTICLE XVI

PERSONAL AND PROFESSIONAL DAYS

A. PERSONAL LEAVE

1. An allowance of up to five (5) days leave shall be granted for personal matters. Written requests shall be submitted for approval three (3) days in advance of date requested through the building principal to the Superintendent. No more than ten percent (10%) of the staff of any one building shall be permitted to take a personal day on any given day. In the event of requests in excess of that limit, the days shall be granted to those staff members who applied first. This allowance with prior approval may be granted for any of the following reasons:
 - a. Court Subpoena.
 - b. Marriage of employee or marriage in the immediate family.
 - c. Recognition of a religious holiday.
 - d. Personal business which cannot be handled outside of school hours. The application form for leave made

pursuant to this sub-section shall not require the employee to specify the nature of the personal business. For any other emergency or urgent reason approved by the Superintendent.

The three (3) day notice requirement and the ten percent (10%) limit shall be waived in emergent matters.

- 2. Personal leave days shall not be granted before or after holiday periods or on the first or last day of school, except in cases of emergency as approved by the Superintendent of Schools. Personal leave days requested for a Monday or Friday will be granted only for a court subpoena, marriage, religious holiday or urgent reason approved by the Superintendent of Schools. Two (2) of the personal leave days shall not be subject to the Monday and Friday restriction.
- 3. Unused personal days shall be converted to sick days as follows:

Zero (0) personal days used - Three (3) sick days
One (1) personal day used - Two (2) sick days
Two (2) personal days used - One (1) sick day.

- B. Teachers, upon written request to the Superintendent, via the Principal, and at the discretion of the Superintendent, may be granted time off with pay, but without reimbursement of expenses for the purpose of professional improvement. Application for such authorization must be made at least one (1) week in advance. A written report of said professional visit shall be submitted via the Principal to the Superintendent of Schools within five (5) days of said professional day. When an employee takes a professional day at the request of the Board of Education, the employee and the Superintendent of Schools shall agree in advance upon the reimbursable expenses of the employee.

SECTION TWO - TEACHERS
ARTICLE XVII
EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.
- B. A teacher shall be given a copy of any class visit or evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher, provided the teacher participates in a conference within ten (10) working days of receipt of such report (provided both parties are available during this period). No teacher shall be required to sign a blank or incomplete evaluation form. Teachers shall have the right to

respond to said evaluation report, within fifteen (15) days of the date of the conference. A copy of the response shall be signed by the evaluator and the teacher, and said response shall be attached to each copy of the evaluation form. Teachers shall be given a copy of any evaluation report not later than seven (7) working days after said observation.

SECTION TWO - TEACHERS
ARTICLE XVIII
MISCELLANEOUS

- A. Teachers shall report their unavailability for work by calling the Teacher Registry Service.
- B. The teacher shall maintain the primary right and responsibility to determine grades and progress reports of students within the grading policies of the Marlboro School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity for which he/she is responsible. No grade or progress report shall be changed without the knowledge of the teacher.
- C. All teachers shall be given written notice of their class and/or subject stations, building and room stations for the forthcoming year not later than August 15. The assignments, however, are subject to change after August 15 by the principal or immediate supervisor in case of emergency, and the employee will be notified as soon as possible of this change. The Superintendent shall give notice to new teachers as soon as practicable.
- D. Vacancies for all coaching and extracurricular positions shall be posted before April 30. Those personnel selected for the position shall be notified prior to May 30.

SECTION THREE
SECRETARIAL AND CLERICAL
ARTICLE XIX
WORK YEAR AND WORKDAY

- A. The School Calendar, as adopted by the Board of Education, shall be applicable to all professional support staff during the pupil school year. During the balance of the year, professional support staff shall be entitled to July 4th and Labor Day as holidays.
- B. All professional support staff shall work a seven and one-quarter (7-1/4) hour day excluding a forty-five (45) minute duty free lunch as assigned by the immediate administrative supervisor.
Hours worked in excess of the above shall be compensated by either payment at one and one-half (1-1/2) times the regular hourly rate or compensatory time off, as mutually agreed to by the parties.
- C. Between July 1 and August 8 full time professional support staff shall work from 8:00 a.m. to 1:00 p.m. with no time off for lunch.

Hours worked in excess of five (5) but not more than seven and one-quarter (7-1/4) hours during this time period shall be compensated:

If the employee volunteers - at straight pay rate or equal time off, at the option of the employee.

If the employee does not volunteer - at one and one-half (1-1/2) times the regular hourly rate or compensatory time off, at the option of the employee.

D. Professional support staff who are required to work when schools are closed for any emergency, shall be granted payment by one and one-half (1-1/2) times the regular hourly rate or compensatory time off at the option of the employee. Such time off shall be at the discretion of the immediate administrative supervisor.

E. When schools close early due to inclement weather, professional support staff shall leave when teachers leave in each building. Those employees at the Administration Building shall leave twenty (20) minutes after the last school is dismissed.

PAID VACATION LEAVE

(twelve month secretarial and clerical employees only):
The eligibility for vacation of twelve (12) month professional support staff shall be determined on July 1st of each year. Vacation shall accrue on the basis of the length of continuous service as a twelve month employee completed as of that July 1 in accordance with the following chart:

Length of continuous service completed as of July 1

Less than one (1) year

One (1) year through four (4) years

More than four (4) but less than five (5) years

Five (5) years through ten (10) years

Eleven (11) years
Twelve (12) years
Thirteen (13) years or more

Vacation entitlement

One (1) day for each complete month of service to a maximum of ten (10) days.

Ten (10) days

Ten (10) days plus one (1) additional day for each two (2) full calendar months of service beyond four (4) years to a maximum of five (5) additional days

Fifteen (15) days
Sixteen (16) days
Seventeen (17) days
Twenty (20) days

The vacation period shall be subject to the approval of the immediate administrative supervisor.

Employees will be required to take the first twelve (12) of their vacation days between July 1 and August 15. Finance Department employees may not be able to take any or as many as twelve (12) vacation days during the period from July 1 to August 8.

For each one of the first twelve (12) vacation days used other than during the period of summer work hours the employee shall be required to work one full day during the summer work hour period.

Employees entitled to more than twelve (12) vacation days shall have the option of taking the balance of the vacation leave during the work year as approved by the immediate supervisor.

G. PERSONAL LEAVE

1. Secretaries and clerical employees shall receive a total of five (5) personal leave days. Written requests shall be submitted for approval three (3) days in advance of date requested through the building principal to the Superintendent. No more than ten percent (10%) of the staff of any one building shall be permitted to take a personal day on any given day. In the event of requests in excess of that limit, the days shall be granted to those staff members who applied first. This allowance with prior approval may be granted for any of the following reasons:

- a. Court Subpoena.
- b. Marriage of employee or marriage in the immediate family.
- c. Recognition of a religious holiday.
- d. Personal business which cannot be handled outside of school hours. The application form for leave made pursuant to this sub-section shall not require the employee to specify the nature of the personal business.
- e. For any other emergency or urgent reason approved by the Superintendent.

The three (3) day notice requirement and the ten percent (10%) limit shall be waived in emergent matters.

2. Personal leave days shall not be granted before or after holiday periods or on the first or last day of school, except in cases of emergency as approved by the Superintendent of Schools. Personal leave days requested for a Monday or Friday will be granted only for a court subpoena, marriage, religious holiday or urgent reason approved by the Superintendent of Schools. Two (2) of the personal leave days shall not be subject to the Monday and Friday restriction.

3. Unused personal days shall be converted to sick days as follows:

Zero (0) personal days used	-	Three (3) sick days
One (1) personal day used	-	Two (2) sick days
Two (2) personal days used	-	One (1) sick day.

**SECTION THREE
SECRETARIAL AND CLERICAL
ARTICLE XX**

WAGES AND TUITION REIMBURSEMENT

- A. The salary guides, made a part hereof as Schedule "D" are based upon a twelve (12) month position.
- B. All professional support staff excepting secretaries taking courses for professional improvement at the direction of the Superintendent of Schools shall be reimbursed for tuition. The amount of reimbursement shall be agreed upon in advance, between the person involved and the Board of Education. All secretaries shall be eligible for tuition reimbursement for job-related, college-level courses at approved institutions. Reimbursements will be made under the following conditions:
 1. Approval of the course to be taken must be obtained from the Office of the Superintendent prior to starting in the course.
 2. Courses taken must be in the development of skills directly related to the job and as agreed upon by the immediate supervisor.
 3. All courses eligible for tuition reimbursement must be successfully completed evidenced by a grade of "B" or better.
 4. Course reimbursement shall be awarded up to two hundred twenty dollars (\$220.00) for the 1994/95 school year and two hundred fifty dollars (\$250.00) for the 1995/96 and 1996/97 school years. Said payment shall be made after the staff member has established satisfactory completion of the course requirements. It shall be necessary for said secretary to submit a voucher for payment. A voucher submitted by the 25th of the month will be paid within thirty (30) days.
 5. The following stipend shall be granted for attainment of credits in accordance with these provisions:
 - a. **1st Level - 9 Credits**
Anyone who achieves this level will be paid \$125.00 per year above his/her step on the salary guide.
 - b. **2nd Level - 30 Credits**
Anyone who achieves this level will be paid \$225.00 per year above his/her step on the salary guide.
 - c. **3rd Level - 64 Credits**
Anyone who achieves this level will be paid \$375.00 per year above his/her step on the salary guide.

**SECTION THREE
SECRETARIAL AND CLERICAL
ARTICLE XXI**

PROFESSIONAL AND IN-SERVICE DAYS

Professional support staff, upon written request to the Superintendent, via the principal, and at the discretion of the Superintendent,

30

may be granted time off with pay, but without reimbursement of expenses for the purpose of professional improvement. Professional support staff shall be entitled to the equivalent of a total of two (2) one-half (1/2) days per year for in-service training. The half-days shall be scheduled to coincide with the professional days of the professional staff. The program shall be organized by the Superintendent of Schools.

**SECTION THREE
SECRETARIAL AND CLERICAL
ARTICLE XXII
EVALUATIONS**

Each professional support staff employee shall be evaluated at least once each year no later than April 30. Employees shall have the right to respond to said evaluation report. A copy of the response shall be signed by the evaluator and the employee and said response shall be attached to each copy of the evaluation form. Employees shall be given a copy of any evaluation report not later than seven (7) days after it is made.

**SECTION FOUR
LIBRARY AND INSTRUCTIONAL ASSISTANTS
ARTICLE XXIII
WORK YEAR AND WORKDAY**

- A. The calendar and hours of work shall be established by the Board. The number of workdays shall not exceed the number of workdays for teachers.
- B. It shall be understood that all Library Assistants and Instructional Assistants shall work a full day whenever the school calendar mandates the attendance of the teaching staff.
- C. Six (6) hour per day assistants, or those working in excess thereof, will be entitled to one thirty (30) minute break per day as assigned by the immediate supervisor. Assistants working at least four (4) hours but less than six (6) hours per day will be entitled to one fifteen (15) minute break per day as assigned by the immediate supervisor.

**SECTION FOUR
LIBRARY AND INSTRUCTIONAL ASSISTANTS
ARTICLE XXIV
WAGES AND COMPENSATION**

- A. The salary of each assistant covered by this Agreement is set forth in Schedule "E" which is attached hereto and made a part hereof.
- B. The District will grant up to the amount as indicated below per assistant per year for job related course work with the prior approval of the Superintendent of Schools. Said pay-

31

ment shall be made after the assistant has established satisfactory completion of the course requirements. It shall be necessary for said assistant to submit a voucher for payment. A voucher submitted by the 25th of the month will be paid within thirty (30) days.

	Six Hour	All Other
1994 - 1995	Instructional/ Library Assistants \$220.00	Instructional/ Library Assistants \$120.00
1995 - 1996	\$250.00	\$130.00
1996 - 1997	\$250.00	\$130.00

C. Assistants shall attend courses held in the District on Teacher Professional Days so long as courses do not extend beyond the regular work hours.

D. Assistants, upon written request to the Superintendent, via the principal, and at the discretion of the Superintendent, may be granted time off with pay, but without reimbursement of expenses for the purpose of professional improvement.

Application for such authorization must be made at least one (1) week in advance. A written report of said professional visit shall be submitted via the principal to the Superintendent of Schools within five (5) days of said professional visit.

When an employee takes a professional day at the request of the Board of Education, the employee and the Superintendent of Schools shall agree in advance upon the reimbursable expenses of the employee.

SECTION FOUR LIBRARY AND INSTRUCTIONAL ASSISTANTS

ARTICLE XXV PAID LEAVE

A. PERSONAL LEAVE

1. An allowance of up to four (4) days leave shall be granted for personal matters for employees scheduled to work four (4) or more hours each student day. Written requests shall be submitted for approval three (3) days in advance of the date requested through the employee's immediate supervisor to the Superintendent. The three day notice requirement shall be waived in emergent matters. This allowance with prior approval may be granted for any of the following reasons:
 - a. Court Subpoena.
 - b. Marriage of employee or marriage in the immediate family.
 - c. Recognition of a religious holiday.
 - d. Personal business which cannot be handled outside of school hours. The application form for leave made pursuant to this sub-section shall not require the employee to specify the nature of the personal

32

business, but shall simply require the employee to indicate that the leave is being applied for pursuant to this sub-section.

e. Any other emergency or urgent reason approved by the Superintendent.

2. Personal leave days shall not be granted before or after holiday periods or on the first or last day of school, or on a Monday or Friday except in cases of emergency as approved by the Superintendent of Schools. Personal leave days requested for a Monday or Friday will be granted only for a court subpoena, marriage, religious holiday or urgent reason approved by the Superintendent of Schools. One of the four (4) personal leave days shall not be subject to the Monday or Friday restriction.
3. Unused personal days shall be converted to sick days as follows:
 - Zero (0) personal days used - Two (2) sick days
 - One (1) personal day used - One (1) sick day.

SECTION FOUR LIBRARY AND INSTRUCTIONAL ASSISTANTS

ARTICLE XXVI LONG TERM LEAVES

Assistants may apply and the Board may at its discretion grant, without pay, a leave of absence for the balance of the school year in which the assistant is actually working.

SECTION FOUR LIBRARY AND INSTRUCTIONAL ASSISTANTS

ARTICLE XXVII EVALUATIONS

Each assistant shall be evaluated in writing at least once a year. All evaluations shall be made in conference with the assistant. Probationary assistants must have an additional evaluation prior to the expiration of the probationary period.

SECTION FIVE DRIVERS AND ATTENDANTS ARTICLE XXVIII WORK YEAR

- A. The bargaining unit work year shall consist of the number of student days in the calendar adopted by the Board of Education within a ten (10) month period starting in September and ending in the month of June.
- B. It is understood that these days are to be paid at the drivers' and attendants' contract rates. Contract rate is defined as the drivers' or attendants' hourly rate times the number of hours assigned to the runs contracted by the employee.

33

- C. An additional twenty-four (24) hours shall be worked at the request of the employer for orientation and in-service training. These hours shall be paid for in guaranteed minimum segments of two (2) hours if scheduled during the student calendar, and guaranteed minimum four (4) hour segments if scheduled outside said calendar. It is understood that the Board may schedule one (1) day of four (4) to six (6) hours duration outside of the student calendar but within the school calendar. This day will be considered to be a portion of the additional twenty-four (24) hours referred to above.
- D. Summer work shall be posted within two (2) days of receipt by the Transportation Coordinator of the Superintendent's approval scheduling the work.
- E. Whenever a driver or a driver and attendant are required to work when Marlboro schools are closed said individual(s) shall be entitled to be paid at one and one-half (1-1/2) times the regular rate.

**SECTION FIVE
DRIVERS AND ATTENDANTS
ARTICLE XXIX
DAILY WORK HOURS**

- A. 1. The work day shall consist of such time as is assigned to complete the run or runs selected by the driver or attendant as elsewhere herein provided.
- 2. a. The run assignment shall require the driver to sign the daily check-in list and note the time according to bus number and shall provide ten (10) minutes preparation time.
- b. The bus attendant shall sign the daily check-in list and note the time according to their contract.
- c. Drivers and attendants shall report their unavailability for work by calling the transportation department no later than 6:30 a.m. on the workday they will be absent. Drivers and attendants returning to work shall report their availability by calling the transportation department no later than 6:30 a.m. on the workday they will be returning.
- 3. In the event a run is alleged to require a longer time than is assigned, the driver may within ten (10) working days of the assignment request that the Transportation Coordinator or a designee review the time assigned. The driver shall carry out the run under normal circumstances to check the time assigned. In the event the time allowed is inadequate in the judgment of the Transportation Supervisor, he/she shall submit a revised time allowance to the Board for modification of the driver's contract and attendant's time if applicable and payment will be based on the revised time.
- 4. It is understood that the minimum time assigned daily shall be four (4) hours. In the event an assigned run

- actually requires less time, the driver or the driver and attendant shall be paid for four (4) hours but shall be available for bus runs or other duty when required. Drivers with noontime and midday runs shall be compensated a minimum of one (1) hour.
 - 5. In connection with both Subsections above, it is agreed that a variation of five (5) minutes in time assigned shall be considered an immaterial variation.
 - 6. In the event a driver or a driver and attendant is requested to perform a run in addition to his/her regularly assigned run, he/she shall be compensated one-half (1/2) hour per run at his/her regular rate of pay.
 - 7. In the event the Transportation Coordinator deems it necessary to change runs permanently he/she has the right to do so provided the Transportation Coordinator gives a written statement of reasons to the driver or attendant affected at least twenty-four (24) hours prior to the implementation of the change. The driver or attendant shall have the right of appeal up to and including the Business Administrator through discussion. The change so effected shall not be grievable.
 - 8. In the event of a delayed school opening and in the further event that a driver or attendant has not received notice of the delayed opening and reports for duty at his/her usual starting time, the driver or attendant shall be compensated at his/her regular rate of pay for the time between the usual starting time and the delayed opening. A driver or a driver and attendant with noontime runs shall be compensated for layover time of thirty (30) minutes or less.
- B. Selection of Runs by Drivers or Attendants**
- 1. Such selection process shall take place in a period commencing in the last seven (7) days of August and ending with the opening of school. All drivers and attendants will be informed of the date of the run's selection on or before the last day of school in writing. The selection of runs shall be staggered over a period of two (2) days and are part of the twenty-four (24) hours provided for in Article XXIX. Selection day and orientation day are guaranteed four (4) hour minimum. A driver or attendant may have his/her package selected by another driver or attendant provided a signed written statement of authorization is delivered to the Transportation Coordinator prior to selection day.
 - 2. Route packets shall be available for review by an Association Review Committee forty-eight (48) hours prior to the day scheduled for selection of routes by bargaining unit members. The Review Committee shall consist of four (4) representatives of the Association or their designees who shall perform their duties on their own time and at their own expense.

3. Run packets shall be clearly marked to indicate route numbers; vehicle types; starting and finishing times; schools served; and the estimated time of the overall packet.
4. It is understood that the Board of Education may hire from time to time drivers who are unassigned to specific runs, known as floating drivers who are members of the bargaining unit. In the bid selection process, any driver may opt to select a floating driver package with a four and one-half (4-1/2) hour guarantee.
5. In the event that after selection of packages and prior to the opening of school a selected package becomes available, said package must be posted in accordance with Article XXXIV, Section A.
6. In the event a driver or attendant selects a permanent addition to his/her package, said driver's or attendant's contract time and pay shall be retroactive to the date on which same became effective and shall be acted upon by the Board of Education at their next regularly scheduled meeting following the addition. The effective date shall be the date certified by the Transportation Coordinator and accepted by the driver or attendant in writing. It is understood, however, that the provisions of this paragraph are not applicable to the Special Education runs. With regard to changes in Special Education runs, pay will be made based on time sheets covering the extra work. Changes will not become permanent additions to the run until final determination has been made by the Transportation Coordinator who will have sixty (60) days from the date of change to certify if the change shall be made permanent.
7. In the event it becomes necessary to reselect runs, the selection procedure in Article XXIX, Section B.1. shall be used.

**SECTION FIVE
DRIVERS AND ATTENDANTS**

**ARTICLE XXX
OVERTIME**

- A. Any assigned work performed by a driver or attendant beyond eight (8) hours in a day shall be paid for at one and one-half (1-1/2) times that driver's or attendant's regular rate of pay.
- B. All assigned work performed on Saturday or other days during the school year when school is scheduled to be closed shall be paid for at one and one-half (1-1/2) times the regular rate of pay of the driver or attendant involved. Assigned work performed on a Sunday shall be paid for at two (2) times the regular rate of pay.
- C. If a driver or a driver and attendant works the calendar of another district exclusively, the premium rate shall not ap-

ply even though the Marlboro schools are closed. In the event a driver or a driver and attendant work the combined calendar of Marlboro and another district(s), the premium rate shall apply only if the Marlboro schools are closed.

**SECTION FIVE
DRIVERS AND ATTENDANTS
ARTICLE XXXI
EXTRA WORK**

- A. Activity Runs
 1. Activity runs shall be on a voluntary basis and shall be assigned for a five (5) working day period. When the drivers sign up for the list of regularly scheduled activities at the beginning of the school year, the list shall be considered closed (after the expiration of five (5) working days from the opening of school) to all except drivers subsequently hired during the school year. New drivers shall have five (5) working days from their date of hire to place their names on the list. In the event the number of available drivers on the list falls below nine (9) the list shall be reopened for a period of five (5) working days. If at any time there are more available drivers than there are jobs available, then assignments shall be made on a seniority rotational basis. In the event an insufficient number sign the activity list, then the Transportation Coordinator reserves the right to assign as required. Probationary drivers shall be eligible to bid.
 2. An activity run which is completed after seven o'clock (7:00 p.m.) prevailing time shall entitle the driver to a supper allowance of nine dollars (\$9.00).
 3. No one may sign the activity list for another.
 4. Activity runs shall be posted and assigned on the day prior to the event or whenever possible, but always by 11:00 a.m. on the day of said run. In the event a driver is unable to perform their scheduled activity run, the driver shall notify the Transportation Coordinator no later than 1:30 p.m. on the day of said run. In such an event, the run shall be offered to activity drivers in order of seniority. If no activity driver accepts said run, the Transportation Coordinator shall offer it to drivers who have signed the extra work sheet for that day. Only the scheduled driver shall be charged with having taken their turn. Should a scheduled driver be absent from work or activity runs are scheduled late, the run shall be offered by seniority. In the case of a late posting, no one will be charged.
 5. Activity runs will be guaranteed a minimum of one (1) hour. When an activity run does not start immediately following the completion of the driver's regular work

- day and the layover time is less than two (2) hours, the driver shall be compensated for the layover time at his/her regular rate of pay.
6. In the event a scheduled actively run is cancelled, the driver shall be notified prior to the start of the afternoon runs. In the event such notice is not given, the driver shall be compensated by payment of one (1) hour at his/her regular rate.
- B. Field Trip Assignment**
1. All approved field trips shall be posted as they are received by the Transportation Coordinator or his/her designee and drivers shall be assigned to the posted trips as soon as practicable.
 2. Trips shall be assigned by the Transportation Coordinator or his/her designee according to availability, and on a seniority rotational basis.
 3. A driver who accepts a trip shall be held responsible for operating the run. The assigned driver shall be considered as having accepted the assignment unless within forty-eight (48) hours of posting, the driver assigned shall give a written notice that he/she cannot accept the trip. In that event, the driver will be charged with the trip and the trip shall be assigned to the next senior unassigned driver and be so charged.
 4. In the event that a driver is requested to take a field trip on an emergency basis, i.e., the driver who is requested to take the trip is given less than twenty-four (24) hours notice of the trip, the driver may refuse the trip and not be charged with refusal. In the event of an emergency as above defined, the Transportation Coordinator or his/her designee shall call the next two (2) drivers on the seniority list to secure a replacement. In the event of two (2) refusals or inability to contact the two (2) drivers the Transportation Coordinator shall secure a driver without reference to the seniority list. Neither the drivers who refused nor the driver who accepts shall be charged, and the next trip shall be assigned by reference to the seniority list.
 5. Drivers with noonday runs (Kindergarten) shall always be assigned the trips the Kindergarten classes take, from the drivers' respective schools assigned.
 6. A separate list for evening and weekend trips shall be maintained and assigned from the seniority list in order of rotation. Only management has the right to reassign these trips in order of seniority.
 7. The Transportation Coordinator shall post two (2) field trip lists. One shall be the drivers without noonday runs in order of their seniority and the other shall be the drivers with noonday runs in order of their seniority. Trips shall be assigned by the Transportation Coordinator or his/her designee according to their length of time

- with the longest trips going to the drivers without noonday runs in order of seniority. Drivers with noonday (Kindergarten) runs shall be assigned only the trips the Kindergarten classes take, except when no four (4) hour drivers are available. These trips will be assigned according to seniority from the second list.
8. A driver who accepts a trip shall be held responsible for operating the run or else securing replacement driver from the regular approved staff.
 9. In the event of a refusal to accept a trip, the driver will be charged with the opportunity and the trip shall be given to the next senior unassigned driver who will accept the trip.
- 10. Field Trip Incentive**
- In addition to his/her hourly rate, a driver who is assigned an out-of-state field trip shall receive a lump sum payment of nineteen dollars (\$19.00) for completion of the field trip.
- A driver assigned to a field trip having a duration of eight (8) hours or more shall receive payment of nine dollars (\$9.00) food allowance.

C. Cancellations

1. If a cancellation takes place by anyone other than the driver, that driver shall be assigned the next unassigned trip.
2. In the event the assigned driver is not notified of a cancellation at commencement of the work day of the trip, the driver shall be paid for two (2) hours at his/her regular rate of pay.

D. Itinerary

Upon the driver's request, an itinerary and directions to and from the destination as well as available parking facilities, if known, shall be provided the day before the field trip. In the absence of such a request it shall be assumed that the driver knows the most direct route to and from the field trip destination as well as available parking facilities, if any.

E. Substitute Kindergarten Runs

1. Each morning prior to commencement of regular runs, any driver who would otherwise be free and who desires to take a Kindergarten run which is available as a result of the absence of a regular driver, shall sign by 8:00 a.m. a list posted for that day. The Kindergarten run shall be assigned on the basis of seniority.
2. In the event there should be any extra work available as a bus attendant, it shall be posted on a sign-up sheet and seniority and availability shall prevail.

F. Bus Inspection

Mechanics are the first choice for the assignment of taking buses for State Inspection. In the event a driver is

used for that function, the first preference shall be the driver assigned to that vehicle if that driver is available. In the event the regularly assigned driver is not available, seniority shall be used as a basis for the assignment based on the extra work sign up sheet. Scheduling of bus inspections is a management prerogative.

G. Bus Evacuation Drills

1. It is understood that bus evacuation drills shall not be considered field trips but drivers shall do their own route numbers if this schedule can be arranged with the consent of the building principal. If the regular driver is not available it will be assigned by seniority.
2. A driver or a driver and attendant may not refuse or give away an evacuation drill and then sign up for a more desirable segment of work.
3. Guaranteed minimum time for such drills shall be one-half (1/2) hour and a driver or a driver and attendant shall be compensated for all time spent.
4. Management shall always check the extra work sign up sheet for distribution of such work before assigning it at his/her discretion.

SECTION FIVE

DRIVERS AND ATTENDANTS

ARTICLE XXXII

WORK SCHEDULE

A. Regular Schedule Posting

1. A written work schedule showing the driver's or attendant's work hours shall be posted by management. The scheduled runs for each driver or attendant shall be available as soon as firmed but not later than ten (10) days after the first day of school for students. In the event of a change to a driver's or attendant's schedule, the changes shall be noted not later than five (5) work days after formal Board approval.
2. Drivers will be permitted to use a bus for the purpose of learning their scheduled routes as approved by the immediate supervisor.
3. In cases of emergency, route changes made by the immediate supervisor shall be followed.
4. All permanent additions or deletions from the original schedule of runs shall be in writing to the affected driver or attendant.
5. In the event it becomes necessary to reselect packets, new work schedules shall be posted after ten (10) working days of reselection.

B. Driver or Attendant Assignments

1. Drivers and attendants shall select their route at the beginning of each year upon the basis of seniority as

elsewhere defined in Article XXXIV and subject to the provisions of Article XXIX, A.7.

2. Whenever only a portion of a regularly contracted run is to be operated because of difference in the calendars of the Marlboro School District and the receiving district, the portion to be operated shall be assigned as follows:
 - a. The first priority is the regularly contracted driver or driver and attendant.
 - b. In the event the regularly contracted driver or attendant cannot cover contracted run it shall be posted as extra work and seniority shall prevail.

SECTION FIVE

DRIVERS AND ATTENDANTS

ARTICLE XXXIII

EMPLOYMENT PROCEDURES

- A. A driver or attendant who is resigning from his/her position shall give the Board thirty (30) days notice of his/her intention to do so. When a driver or attendant gives such notice, the runs of said individual shall then be posted for three (3) working days so other individuals may bid for vacant runs. There can, however, be no more than two (2) bumps as a result of said vacancy.
- B. If a substitute desires to become a regular contracted driver or attendant, his or her seniority shall begin the date he/she assumed regular status. For purposes of this paragraph regular status is defined as the date on which the driver or attendant was given a contract by the Board of Education. If more than one driver or attendant is involved the date on which the application was received shall govern.
- C. Drivers and attendants shall be notified of their contract and salary status, when available, for the ensuing year no later than April 30.

SECTION FIVE

DRIVERS AND ATTENDANTS

ARTICLE XXXIV

SENIORITY

- A. The Board shall establish and maintain separate seniority lists, respectively, of drivers' or attendants' names and dates of employment from date of last hire on a system-wide job classification basis, with the driver or attendant with the longest length of continuous and uninterrupted system-wide service to be placed at the top of said seniority lists. The names of all drivers or attendants with shorter length of continuous service shall follow the name of such senior driver or attendant, in order, until the name of the driver or attendant with the shortest length of service appears at the foot of the list. If there are any changes in the list as posted, it shall be updated within ten (10) working

days of Board action.

Probationary drivers as defined in paragraph C, hereof are eligible to bid on extra work as defined in Article XXXI, B.1., Field Trips. The seniority of each driver shall date from the driver's date of last hiring with the Board. In the event of a layoff, the least senior driver shall be the first to be laid off. Drivers on layoff shall be recalled in the reverse order of layoff, that is, the most senior driver shall be recalled first. All laid off drivers shall be recalled or offered recall before any new drivers are hired.

- B. Notice of recall to work shall be accomplished by a phone call confirmed by written notice addressed to the driver's last address appearing on the records of the School District, by certified mail, return receipt requested. Within three (3) days from mailing of such notice of recall, the driver shall notify the Director of the department involved, in writing, whether or not he/she desires to return to the work involved in the recall. If he/she fails to reply or if he/she indicates that he/she does not desire to return to such work, he/she shall forfeit all of his/her seniority and all rights to recall. If he/she indicates that he/she desires to return to the work involved in the recall notice, then he/she shall report for such work no later than one (1) week from the date he/she receives the recall notice or within such period of time as is set forth in a written extension of time signed by the Director of the department or his/her designee. In the event he/she shall fail to so report to work, he/she shall forfeit all of his/her seniority and all rights to recall. Seniority shall not be accumulated during the period of layoff.

Upon recall the appointed driver shall have his/her accumulated seniority to the date of layoff.

- C. Newly hired drivers shall be considered as probationary drivers during their first ninety (90) days of employment. Any probationary driver may be terminated during this period of time, and such termination shall not be subject to the grievance procedure. After such driver has completed his/her probationary period that driver shall be considered to be a regular driver and his/her length of service shall be deemed to have begun, for purposes of the seniority list, in accordance with paragraph D, hereof.
- D. 1. The date of the first day that a regular contracted driver operates a school bus or van of the Marlboro Township School District transporting children to or from a Marlboro Township School shall be used in determining the driver's employment date. In the event of two (2) or more drivers starting on the same day, the date on which the Board acknowledged receipt of the application for employment shall be used in determining the driver's employment date.
2. The date of the first day that a regular contracted bus attendant performs his/her duties for the Marlboro

- Township School District shall be used in determining the attendant's employment date. In the event of two (2) or more attendants starting on the same day, the date on which the Board acknowledged receipt of the application for employment shall be used in determining the attendant's employment date.
- E. A driver's or attendant's seniority shall be deemed lost for the following reasons:
1. Justifiable discharge
 2. Resignation
 3. Layoff for a period of one (1) year, which is defined as a period of three hundred sixty-five (365) days from the day on which the layoff commenced.

SECTION FIVE

DRIVERS AND ATTENDANTS

ARTICLE XXXV

SALARIES

- A. The salary of each employee covered by this Agreement is set forth in Schedule "F" for drivers and Schedule "G" for bus attendants which is attached hereto and made a part hereof.
- B. Each employee employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
- C. When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.

SECTION FIVE

DRIVERS AND ATTENDANTS

ARTICLE XXXVI

EMPLOYEE EVALUATION

- A. Drivers and attendants in the bargaining unit shall be evaluated in writing at least once each year no later than March 31st.
- B. A conference concerning the evaluation shall be held with the driver or attendant. The driver or attendant shall be given a copy of the evaluation report at the conference and shall have the right to respond in writing to it. A copy of the response shall be attached to the evaluation report provided it is given to the evaluator no later than fifteen (15) calendar days following the conference.
- C. The driver or attendant shall sign a copy of the evaluation report to acknowledge receipt of a copy of same, but the signature shall not constitute agreement with the contents of the report. No driver or attendant shall be required to sign a blank or incomplete evaluation form.
- D. Probationary drivers shall have three (3) written evaluations prior to the expiration of the ninety (90) day probationary period.

**SECTION FIVE
DRIVERS AND ATTENDANTS
ARTICLE XXXVII
LEAVES OF ABSENCE**

All regular drivers and attendants of the Marlboro Township Board of Education shall be eligible for the following leaves of absence in accordance with New Jersey Statutes and Board of Education policies.

A. Sick Leave

1. Drivers and attendants shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.
2. Each steadily employed driver or attendant who retires under a state administered retirement system after twenty (20) years of service in the Marlboro Township School District shall be entitled, upon retirement, to a supplemental compensation payment of eleven percent (11%) of the unused portion of accumulated sick leave days credited to such driver or attendant as of the last day of employment which shall be known as "Paid Retirement Sick Days." Any such driver or attendant credited with "Paid Retirement Sick Days" shall receive, upon retirement, a lump sum salary payment in the following manner:
Ten (10) month drivers or attendants will have their "Paid Retirement Sick Days" (total accumulated sick leave x 11%) multiplied by 1/200th of their final year's salary to arrive at the lump sum salary payment they are to receive as supplemental compensation upon retirement. For example, if a driver or attendant, upon retirement, earned fifteen thousand dollars (\$15,000.00) in the last year of employment and had accumulated one hundred (100) sick leave days, such individual would receive a lump sum supplemental compensation benefit of eight hundred twenty-five dollars (\$825.00), computed in the following manner:

11% x 100 days (accumulated sick leave) =
11 days (Paid Retirement Sick Days)
1/200 x \$15,000.00 (salary) = \$75.00
\$825.00 Supplemental Compensation Benefit

3. A driver or attendant who does not attend a scheduled safety meeting because of absence due to illness or being out on a personal day shall not be docked for non-attendance at the safety meeting. However, the absentee must make up the missed meeting before the end of the school year. In the event the missed meeting is not made up then the last paycheck shall be reduced to reflect the failure to complete all of the driver's or attendant's contractual obligations.

44

B. Personal Leave

1. The provisions for personal leave at full pay stated below shall not be accumulative for use in another year.
2. An allowance of up to five (5) days leave shall be granted in case of absence because of death in the immediate family. Immediate family shall be considered father, father-in-law, mother, mother-in-law, spouse, child, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, or any other member of the immediate household. Members of the immediate household shall mean a person who at the time of death permanently resided with the driver or attendant and with whom the driver or attendant had a close personal relationship. The days taken pursuant to this provision must be consecutive and one (1) such day shall be the day of interment or cremation. In the event of the death of an aunt or uncle, the driver or attendant shall be entitled to the day of interment.
3. An allowance of up to three (3) days leave shall be granted for personal matters other than stated above. Written requests shall be submitted for approval three (3) days in advance of the date requested through the driver's or attendant's supervisor or the Superintendent of Schools. The three (3) day notice requirement shall be waived in emergency matters. This allowance with prior approval may be granted for any of the following reasons:
 - a. Court subpoena.
 - b. Marriage of driver or attendant or marriage in the immediate family.
 - c. Recognition of a religious holiday.
 - d. Personal business which cannot be handled outside of school hours. The application form for leave made pursuant to this subsection shall not require the driver or attendant to specify the nature of the personal business but shall simply require the driver or attendant to indicate that the leave is being applied for pursuant to this subsection.
 - e. Any other emergency or urgent reason approved by the Business Administrator.
4. Personal leave days shall not be granted before or after holiday periods or on the first or last day of school or on a Monday or a Friday except in cases of emergency as approved by the Superintendent of Schools.
5. All benefits to which a driver or attendant was entitled at the time he/she went on a Board approved leave of absence, including unused accumulated sick leave, shall be restored to him/her upon his/her return.

45

6. The Board of Education shall pay to the driver or attendant the following amount for unused personal days in each year of said contract, no later than August 15th, as follows:

One (1) Day	\$20.00
Two (2) Days	\$40.00
Three (3) Days	\$60.00

C. Long Term Leave

A driver or attendant may apply and the Board may at its discretion grant, without pay, a leave of absence for the balance of the school year in which the individual is actually working.

**SECTION SIX
ARTICLE XXXVIII
DURATION OF AGREEMENT**

- A. This Agreement shall become effective on July 1, 1994 and shall continue in effect until June 30, 1997.
- B. This Agreement shall not be extended orally, and it is expressly agreed that it shall expire on its expiration date. IN WITNESS WHEREOF, the Association has caused these presents to be signed by its President and Secretary and the Board has caused these presents to be signed by its President, attested by its Secretary, and its seal to be affixed all on the day and year first above written.

MARLBORO TOWNSHIP BOARD OF EDUCATION

By: Carol Majerica
President

ATTEST: Christie Bunting
Secretary

MARLBORO TOWNSHIP EDUCATION ASSOCIATION

By: Sharon Kuehik
President

ATTEST: Di V. Lewis
Secretary

**SCHEDULE A
TEACHERS' SALARY GUIDE
1994-1995**

STEP	BA	BA+30	MA	MA+30
2	\$ 28,756	\$ 29,806	\$ 30,756	\$ 32,206
3	29,326	30,376	31,326	32,776
4	29,926	30,976	31,926	33,376
5	30,651	31,701	32,651	34,101
6	31,401	32,451	33,401	34,851
7	32,321	33,371	34,321	35,771
8	33,414	34,464	35,414	36,864
9	34,536	35,586	36,536	37,986
10	35,764	36,814	37,764	39,214
11	37,564	38,614	39,564	41,014
12	39,864	40,914	41,864	43,314
13	42,364	43,414	44,364	45,814
14	45,364	46,414	47,364	48,814
15	50,820	51,870	52,820	54,270
16	52,320	53,370	54,320	55,770

LONGEVITY PAY:

The annual salary rate of each teacher who has completed fifteen (15) or sixteen (16) years of district service prior to the start of the school year shall have his/her full time annual salary rate increased by eight hundred dollars (\$800). The annual salary rate of each teacher who has completed seventeen (17) or more years of district service prior to the start of the school year shall have his/her full time annual salary rate increased by two thousand one hundred dollars (\$2,100). Credit for district service shall accrue from the last date of hire except that no credit shall be granted for time on unpaid leave. Credit for service preceding an unpaid leave of absence shall be restored upon return to active employment. Credit for the year shall be given if the employee works five (5) or more months if a ten (10) month employee, or six (6) or more months, if a twelve (12) month employee.

**SCHEDULE A
TEACHERS' SALARY GUIDE
1995-1996**

STEP	BA	BA+30	MA	MA+30
2	\$ 29,542	\$ 30,592	\$ 31,592	\$ 33,092
3	30,042	31,092	32,092	33,592
4	30,636	31,686	32,686	34,186
5	31,265	32,315	33,315	34,815
6	32,051	33,101	34,101	35,601
7	33,015	34,065	35,065	36,565
8	34,140	35,190	36,190	37,690
9	35,290	36,340	37,340	38,840
10	36,590	37,640	38,640	40,140
11	38,090	39,140	40,140	41,640
12	40,190	41,240	42,240	43,740
13	42,540	43,590	44,590	46,090
14	45,390	46,440	47,440	48,940
15	50,890	51,940	52,940	54,440
16	53,920	54,970	55,970	57,470

LONGEVITY PAY:

The annual salary rate of each teacher who has completed fifteen (15) or sixteen (16) years of district service prior to the start of the school year shall have his/her full time annual salary rate increased by nine hundred dollars (\$900). The annual salary rate of each teacher who has completed seventeen (17) or more years of district service prior to the start of the school year shall have his/her full time annual salary rate increased by two thousand five hundred dollars (\$2,500). Credit for district service shall accrue from the last date of hire except that no credit shall be granted for time on unpaid leave. Credit for service preceding an unpaid leave of absence shall be restored upon return to active employment. Credit for the year shall be given if the employee works five (5) or more months if a ten (10) month employee, or six (6) or more months, if a twelve (12) month employee.

**SCHEDULE A-1
TEACHERS' SALARY GUIDE
1996-1997**

STEP	BA	BA+30	MA	MA+30
A	\$ 30,692	\$ 31,742	\$ 32,792	\$ 34,342
B	31,192	32,242	33,292	34,842
C	31,786	32,836	33,886	35,436
D	32,502	33,552	34,602	36,152
E	33,375	34,425	35,475	37,025
F	34,494	35,544	36,594	38,144
G	35,665	36,715	37,765	39,315
H	36,944	37,994	39,044	40,594
I	38,444	39,494	40,544	42,094
J	41,315	42,365	43,415	44,965
K	44,186	45,236	46,286	47,836
L	47,057	48,107	49,157	50,707
M	49,928	50,978	52,028	53,578
N	52,799	53,849	54,899	56,449
MAX	55,670	56,720	57,770	59,320

No newly-hired teacher may be paid more than an existing teacher with the same credited years of experience. The credited experience of any newly-hired teacher will dictate the choice of placement on Guide "A" or Guide "B" at the time of hire.

LONGEVITY PAY:

The annual salary rate of each teacher who has completed fifteen (15) or sixteen (16) years of district service prior to the start of the school year shall have his/her full time annual salary rate increased by one thousand dollars (\$1,000). The annual salary rate of each teacher who has completed seventeen (17) or more years of district service prior to the start of the school year shall have his/her full time annual salary rate increased by two thousand nine hundred dollars (\$2,900). Credit for district service shall accrue from the last date of hire except that no credit shall be granted for time on unpaid leave. Credit for service preceding an unpaid leave of absence shall be restored upon return to active employment. Credit for the year shall be given if the employee works five (5) or more months if a ten (10) month employee, or six (6) or more months, if a twelve (12) month employee.

**SCHEDULE A-2
TEACHERS' SALARY GUIDE
1996-1997**

STEP	BA	BA+30	MA	MA+30
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12	\$ 40,219	\$ 41,269	\$ 42,319	\$ 43,869
13	42,569	43,619	44,669	46,219
14	45,419	46,469	47,519	49,069
15	50,894	51,944	52,994	54,544
16	55,670	56,720	57,770	59,320

Staff on Step 15 in 1995/9 shall receive the 1995/96 maximum as of September 1, 1996 and shall receive the 1996/97 maximum as of March 1, 1997.

No newly-hired teacher may be paid more than an existing teacher with the same credited years of experience. The credited experience of any newly-hired teacher will dictate the choice of placement on Guide "A" or Guide "B" at the time of hire.

LONGEVITY PAY:

The annual salary rate of each teacher who has completed fifteen (15) or sixteen (16) years of district service prior to the start of the school year shall have his/her full time annual salary rate increased by one thousand dollars (\$1,000).

The annual salary rate of each teacher who has completed seventeen (17) or more years of district service prior to the start of the school year shall have his/her full time annual salary rate increased by two thousand nine hundred dollars (\$2,900).

Credit for district service shall accrue from the last date of hire except that no credit shall be granted for time on unpaid leave. Credit for service preceding an unpaid leave of absence shall be restored upon return to active employment. Credit for the year shall be given if the employee works five (5) or more months if a ten (10) month employee, or six (6) or more months, if a twelve (12) month employee.

**SCHEDULE A
TEACHERS' GUIDE MOVEMENT CHART**

1993/94 STEP	1994/95 STEP	1995/96 STEP	1996/97 STEP
2	2	2	A
3	3	3	B
4	4	4	C
5	5	5	D
6	6	6	E
7	7	7	F
8	8	8	G
9	9	9	H
10	10	10	I
11	11	11	J
12	12	12	K
13	13	13	L
14	14	14	M
15	15	15	N
16	16	16	O

NOTE: Staff on Step 15 in 1995/9 shall receive the 1995/96 maximum as of September 1, 1996 and shall receive the 1996/97 maximum as of March 1, 1997. By way of examples, a teacher with the following academic background would be compensated as indicated below:

	BA	BA+30	MA	MA+30
9/96 - 9/97	\$53,920	\$54,970	\$55,970	\$57,470
3/97 - 6/97	55,670	56,720	57,770	59,320

Total annual compensation for these staff members working the entire 1996/9 school year shall be \$54,620 (B.A.), \$55,670 (B.A.+30), \$56,690 (M.A.), \$58,210 (M.A.+30).

The split Step 15 → 16 in the 1996/97 guide shall remain in effect in future years until changed by the mutual agreement of the parties.

**SCHEDULE B
PSYCHOLOGISTS' SALARY GUIDE**

1994-1995

1995-1996

Step	1994-1995		1995-1996	
	Certified and/or MA	MA + 30 Ph.D./Ed.D.	Certified and/or MA	MA + 30 Ph.D./Ed.D.
1	\$ 40,582	\$ 45,299	\$ 42,232	46,999
2	42,347	47,064	43,997	48,764
3	44,112	48,829	45,762	50,529
4	45,877	50,594	47,527	52,294
5	47,642	52,359	49,292	54,059
6	49,407	54,124	51,057	55,824
7	51,172	55,889	52,822	57,589
8	52,937	57,654	54,587	59,354
9	56,522	61,239	58,172	62,939
10	57,332	62,049	58,982	63,749
11	58,032	62,749	59,682	64,449

**SCHEDULE B
PSYCHOLOGISTS' SALARY GUIDE**

1996-1997

Psychologists' Guide
Movement Chart

Step	1996-1997		Psychologists' Guide Movement Chart				
	Certified and/or MA	MA + 30 Ph.D./Ed.D.	1993/4	1994/5	1995/6	1996/7	
1	\$ 44,032	\$ 48,849	1	1	1	1	
2	45,797	50,614	2	2	2	2	
3	47,562	52,379	3	3	3	3	
4	49,327	54,144	4	4	4	4	
5	51,092	55,909	5	5	5	5	
6	52,857	57,674	6	6	6	6	
7	54,622	59,439	7	7	7	7	
8	56,387	61,204	8	8	8	8	
9	59,972	64,789	9	9	9	9	
10	60,782	65,599	10	10	10	10	
11	61,482	66,299	11	11	11	11	

LONGEVITY PAY:

The annual salary rate of each psychologist who has completed fifteen (15) or sixteen (16) years of district service prior to the start of the school year shall have his/her full time annual salary rate increased by eight hundred dollars (\$800) in 1994-95 and by nine hundred dollars (\$900) in 1995-96. The annual salary rate of each psychologist who has completed seventeen (17) or more years of district service prior to the start of the school year shall have his/her full time annual salary rate increased by two thousand one hundred dollars (\$2,100) in 1994-95 and by two thousand five hundred dollars (\$2,500) in 1995-96. Credit for district service shall accrue from the last date of hire except that no credit shall be granted for time on unpaid leave. Credit for service preceding an unpaid leave of absence shall be restored upon return to active employment. Credit for the year shall be given if the employee works five (5) or more months if a ten (10) month employee, or six (6) or more months, if a twelve (12) month employee.

LONGEVITY PAY:

The annual salary rate of each psychologist who has completed fifteen (15) or sixteen (16) years of district service prior to the start of the school year shall have his/her full time annual salary rate increased by one thousand dollars (\$1,000) in 1996-97. The annual salary rate of each psychologist who has completed seventeen (17) or more years of district service prior to the start of the school year shall have his/her full time annual salary rate increased by two thousand nine hundred dollars (\$2,900) in 1996-97. Credit for district service shall accrue from the last date of hire except that no credit shall be granted for time on unpaid leave. Credit for service preceding an unpaid leave of absence shall be restored upon return to active employment. Credit for the year shall be given if the employee works five (5) or more months if a ten (10) month employee, or six (6) or more months, if a twelve (12) month employee.

**SCHEDULE C
TEACHERS' EXTRA-CURRICULAR ACTIVITIES
SALARY GUIDES**

Position: Forensics, Yearbook, Track, Soccer,
Basketball, Baseball, and Softball

Step	1994/95	1995/96	1996/97
1	\$1,588	\$1,648	\$1,718
2	1,892	1,952	2,022
3	2,194	2,254	2,324
4	2,496	2,556	2,626
5	2,800	2,860	2,930

Position: Newspaper (4), Student Council, Cheerleading,
and Math Club

Step	1994/95	1995/96	1996/97
1	\$1,379	\$1,439	\$1,509
2	1,615	1,675	1,745
3	1,850	1,910	1,980
4	2,086	2,146	2,216
5	2,322	2,382	2,452

Position: Drama, Scenery, and Safety Patrol

Step	1994/95	1995/96	1996/97
1	\$790	\$850	\$920
2	909	969	1,039
3	1,026	1,086	1,156
4	1,144	1,204	1,274
5	1,261	1,321	1,391

**SCHEDULE D
PROFESSIONAL SUPPORT STAFF
SALARY GUIDES**

	1994-1995	1995-1996	1996-1997
Clerk-Typist			
Minimum	\$18,502	\$19,437	\$20,412
Maximum	24,423	25,657	26,944

	1994-1995	1995-1996	1996-1997
Acct. Clerk			
Minimum	22,714	23,823	24,985
Maximum	25,212	26,446	27,733

	1994-1995	1995-1996	1996-1997
Secretary			
Minimum	21,720	22,433	23,177
Maximum	37,575	38,809	40,096

	1994-1995	1995-1996	1996-1997
Bookkeeper			
Minimum	23,611	24,675	25,785
Maximum	27,389	28,623	29,910

LONGEVITY PAY:

1994/95 — \$500 after fifteen (15) years
Additional \$500 after seventeen (17) years
1995/96 — \$600 after fifteen (15) years
Additional \$600 after seventeen (17) years
1996/97 — \$700 after fifteen (15) years
Additional \$700 after seventeen (17) years

The Middle School principal's secretary shall receive a stipend in the amount of one thousand dollars (\$1,000) added to the base salary.

Credit for the year shall be given if the employee works five (5) or more months if a ten (10) month employee, or six (6) or more months, if a twelve (12) month employee.

Salary increases for full-time secretaries/clerk-typists who receive credit for a full year of employment shall be as stated below:

1994/95 = \$1,231
1995/96 = \$1,234
1996/97 = \$1,287

**SCHEDULE E
LIBRARY AND INSTRUCTIONAL ASSISTANTS
HOURLY WAGE RATES**

Years of Service	1994-1995 Hourly Rate	1995-1996 Hourly Rate	1996-1997 Hourly Rate
1	\$10.75	\$11.28	\$11.87
2-10	11.50	12.03	12.62
11+	12.25	12.78	13.37

LONGEVITY PAY:

1994/95 — \$150 after ten (10) years of service
1995/96 — \$200 after ten (10) years of service
1996/97 — \$250 after ten (10) years of service

**SCHEDULE F
BUS DRIVERS
HOURLY WAGE RATES**

<u>1994-1995</u>	<u>1995-1996</u>	<u>1996-1997</u>
\$ 14.62	\$ 15.26	\$ 15.88

An additional thirty cents (\$.30) per hour shall be paid to an employee who has completed ten (10) or more years of service in the school district. Effective July 1, 1995, increase the thirty cents (\$.30) per hour to a new total of thirty-five cents (\$.35) per hour. Effective July 1, 1996, increase the thirty-five cents (\$.35) per hour to a new total of forty cents (\$.40) per hour.

PROBATIONARY (90 DAYS)

Applies for work through the first day of the month following 90 days of actual driving as a regularly employed bus driver.

<u>1994-1995</u>	<u>1995-1996</u>	<u>1996-1997</u>
\$ 13.37	\$ 14.01	\$ 14.63

Once a driver has met all qualifications for licensing, the Board will pay four dollars (\$4.00) toward the cost of the license renewal. This sum shall be paid by separate check within ten (10) school days following establishment of licensing renewal to the Transportation Coordinator and/or his/her designee.

**SCHEDULE G
ATTENDANTS
HOURLY WAGE RATES**

<u>1994-1995</u>	<u>1995-1996</u>	<u>1996-1997</u>
\$ 9.54	\$ 9.96	\$ 10.37

An additional thirty cents (\$.30) per hour shall be paid to an employee who has completed ten (10) or more year of service in the school district. Effective July 1, 1995, increase the thirty cents (\$.30) per hour to a new total of thirty-five cents (\$.35) per hour. Effective July 1, 1996, increase the thirty-five cents (\$.35) per hour to a new total of forty cents (\$.40) per hour.