

4-3226

AGREEMENT

between
the

**BOARD OF EDUCATION
OF THE
TOWNSHIP OF HILLSBOROUGH**

Township Board
of Hillsborough

and

**HILLSBOROUGH CUSTODIAL,
MAINTENANCE, AND TRANSPORTATION
PERSONNEL ASSOCIATION**

**LIBRARY
Institute of Management and
Labor Relations**

OCT 1 1981

RUTGERS UNIVERSITY

X **July 1, 1980 to June 30, 1982**

PREAMBLE

This Agreement is entered into this 4th day of December, 1978 by and between the Board of Education of the Township of Hillsborough, County of Somerset, State of New Jersey, hereinafter called the "Board" and the Hillsborough Custodial, Maintenance, and Transportation Personnel Association, hereinafter called the "Association".

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ARTICLE I

RECOGNITION

A. Unit

Pursuant to Chapter 123, Public Laws 1974, known as "New Jersey Employer-Employee Relations Act", the Board hereby recognizes the Association as the exclusive representative for the purpose of collective negotiations concerning the terms and conditions of employment for all full-time personnel, whether under contract or on leave, steadily employed by the Board, as follows:

1. Custodians
2. Maintenance Personnel
3. Bus Drivers
4. Van Drivers
5. Station Wagon Drivers
6. Mechanics

but excluding:

1. Supervisory Personnel
2. Summer Employees
3. Part-time Personnel

B. Definition of Employee

Unless otherwise indicated, the term "employee", when used hereinafter in this agreement, shall refer to all personnel represented by the Association in the negotiating unit as defined above, and any reference to male employees shall include female employees.

C. Definition of Full-Time Personnel

Unless otherwise indicated, the term "full-time personnel", who are represented by the Association in the negotiating unit as defined above, when used in this Agreement, shall refer to such persons steadily employed by the Board and who work not less than 40 hours per calendar week in the case of custodial and maintenance personnel, and in the case of bus drivers, van drivers, and station wagon drivers, those steadily employed on regularly scheduled routes, who work not less than 40 hours per calendar week.

D. Limited Benefits to Part-Time Transportation Personnel

Bus drivers, van drivers, and station wagon drivers, steadily employed by the Board on regular routes, who work less than 40 hours per calendar week shall be included in the negotiating unit for all purposes and shall receive prorated leaves of absence benefits and sick leave benefits (based on a 40-hour calendar week under Article IX and insurance benefits subject to the conditions of Article VII).

ARTICLE II

NEGOTIATION PROCEDURE

A. Successor Agreement

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on matters concerning the terms and conditions of renewed employment. Such negotiations shall begin not later than September 15 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all recognized personnel hereunder and shall be reduced to writing, approved and signed by the Board and the Association.

B. Negotiations

During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection all records, data and information of the Hillsborough Township School District that are in the public domain.

C. Representatives

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.

D. Meetings

Representatives of the Board and the Association shall meet, upon the request of either party, for the purposes expressed herein at mutually convenient times and such meetings shall be regularly scheduled wherever possible.

E. Modification

This Agreement shall not be altered, amended or modified, in whole or in part, except by a further Agreement in writing duly executed by the parties hereto.

F. Scope of Agreement

This Agreement contains the entire understanding of the parties with respect to all terms and conditions of employment specifically covered herein, and this Agreement shall supersede any and all prior understandings, practices, rules, regulations, or policies, whether oral or written, inconsistent with the terms of this Agreement. Unless stated otherwise in the context of this Agreement, all current terms and conditions of employment shall continue to be in force and applicable during the term of this Agreement.

G. Exclusive Negotiating Unit

The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

- (1) A "grievance" is a claim by an employee or the Association that there has been a misinterpretation, misapplication, or violation of policies, agreements, or administrative decisions, resulting in personal loss, injury, or otherwise adversely affecting such employee or group of employees.
- (2) An "aggrieved person" is the person or persons making the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, starting informally with the immediate supervisor of the employee, equitable solutions to problems which may, from time to time, arise adversely affecting employees. The parties hereto agree that these proceedings should be kept as informal and confidential and may be appropriate at every level of this procedure.

C. Conditions and Time Limits

- (1) A grievance to be considered under this procedure must be initiated by the aggrieved within thirty (30) calendar days from the date he knew or should reasonably have been expected to know of its occurrence.
- (2) The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of the parties hereto in writing.
- (3) Failure to process a grievance to the next step of the procedure within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.
- (4) Failure to communicate the decision in writing on a grievance within the specified time limit shall permit the aggrieved to proceed to the next step.

- (5) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- (6) 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 grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

D. FORMAL PROCEDURE

1. Level One-Business Administrator

An employee with a grievance, who after first discussing same with his immediate supervisor, and is dissatisfied with the informal disposition of same, shall either directly or through the Association's designated representative submit same in writing on the appropriate form, to the Business Administrator. The Business Administrator shall render a written decision within 15 calendar days after the grievance is presented.

2. Level Two-Superintendent of Schools

If the aggrieved person is not satisfied with the disposition of his grievance at Level One or if no decision has been rendered within 15 calendar days after submission at Level One, he may present it in writing on the appropriate form to the Superintendent of Schools within 10 calendar days thereafter.

3. Level Three-Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within 15 calendar days after the grievance was delivered to the Superintendent of Schools, he may, within 10 calendar days thereafter, request in writing that the Association submit the grievance to the Board of Education within 5 calendar days thereafter, no further action on such grievance shall be taken.

4. No claim by a grievant shall go beyond Level Three if it pertains to (a) any matter for which a detailed method of review is prescribed by law; or (b) any rule or regulation of the State of Commissioner of Education or State

Board of Education; or (c) any existing By-laws of the Board of Education; or (d) any matter which according to law is beyond the scope of Board authority or limited to unilateral action of the Board.

5. Level Four-Advisory Arbitration Request

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within thirty (30) calendar days after the grievance was delivered to the Board of Education, he may request in writing within 10 days, advisory arbitration.

6. Advisory Arbitration

The following procedure will be used to secure the services of an arbitrator:

1. A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
3. If the parties are unable to determine within ten (10) calendar days of the initial request for arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.
4. The arbitrator shall be limited to the issues as submitted and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory. Only the Board and the aggrieved and his/her representatives shall be given copies of the arbitrator's report findings, reasons, and recommendations. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.
5. The Board shall render its final decision within thirty (30) calendar days after receipt of the arbitrator's recommendation. Copies of said decision shall be forwarded to the aggrieved, his/her representatives, and the Association.
6. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

E. Rights of Employee to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

F. Miscellaneous

1. Group Grievance

If in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

3. Separate Grievance File

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. Forms

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.

5. Meetings and Hearings

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 representatives, hereto referred to in this ARTICLE.

ARTICLE IV

RIGHTS AND PRIVILEGES OF THE PARTIES

A. Employees' Right to Organize

The Board agrees that its employees shall have the right to freely organize, join, and support the Association and its affiliates and that it shall not discriminate against any employee on the basis of his involvement with the Association and its affiliates.

B. Association Business and Meetings

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 disrupt normal school operations or interfere with the assigned duties of school personnel. The Association and its representatives shall have the privilege to use school buildings for meetings upon prior notice and approval consistent with the present Board policies as to the use of the schools. The Association shall have the right to use the inter-school mail facilities and school mail boxes subject to reasonable regulations to be adopted by the Superintendent of Schools.

C. Discipline, Reduction in Job Classification or Involuntary Transfer of Employee

No employee shall be disciplined, reduced in job classification or involuntarily transferred without just cause and any such action taken shall be subject to due process of law, as provided for in the grievance procedure. Any employee covered hereunder who is required to appear before the Superintendent of Schools, Board or any committee or agent thereof concerning any matter which could adversely affect the continuation of that employee in his position or employment or compensation pertaining thereto, shall be given prior written notice of the reasons for such meeting or and shall be entitled, at his option, to have a representative of his own choosing. This provision shall in no way restrict or limit the Superintendent of Schools or Board from holding meetings or discussions with employees.

D. Managerial Prerogatives of Board

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including all decisional law and rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey, including, but without limiting the generality of the foregoing, the following rights;

subject, however, to the provisions of this agreement and policies as formally established and promulgated by the Board, including, but not limited to, the following:

- (1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees in the performance of their employment;
- (2) To hire, direct, promote, transfer, assign, and retain employees in positions within the school district, and to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to relieve employees from duties because of lack of work or for other legitimate reasons pursuant to rules and regulations of the Board;
- (3) To maintain the efficiency of the school district operations entrusted to the Board, and to determine the methods, means and personnel by which such operations are to be conducted;
- (4) To decide upon the means and methods of cleaning and maintaining buildings, the selection of supplies and other materials and conduct of the transportation system and routes relating thereto;
- (5) To determine work schedules, the hours of work and the duties, responsibilities and assignments of employees with respect thereto;
- (6) To take what actions as may be necessary to carry out the functions of the school district in situations of emergency.

E. Association Pledge

The Association agrees that it will not engage in any slow down, job action or other retaliatory practice including the withholding of labor and/or services during the term of this Agreement.

ARTICLE V

CUSTODIAL AND MAINTENANCE PERSONNEL

A. Work Year

All custodial and maintenance personnel shall be employed on a 12-month calendar year basis.

B. Holidays

All custodial and maintenance personnel shall be granted the following fourteen (14) holidays with pay:

July 4th	Day before New Year's
Labor Day	New Year's Day
Thanksgiving	Lincoln's Birthday
Day after Thanksgiving	Washington's Birthday
Day before Christmas	Good Friday
Christmas Day	Easter Monday
Day after Christmas	Memorial Day

In the event a holiday shall occur on a weekend, the holiday authorized in this contract shall be taken on the day that school is officially closed for that holiday.

In the event a holiday is authorized by this contract and school is not closed in observance of that holiday, the authorized holiday shall be taken on the next non-pupil day.

C. Weekend Inspection

The building custodian or a designee appointed by the Superintendent of Schools, shall make an inspection each weekend for which he will be paid the sum of Twelve (\$12.00) Dollars.

D. Overtime

Custodial or maintenance personnel shall be paid for overtime (beyond 40 hours per week) at the rate of time and one half. No overtime whether in an emergency or otherwise shall be paid unless prior approval is given by the Superintendent of Schools or his designee.

All overtime hours which are worked or which an employee is given an opportunity to work shall be equalized insofar as practicable. In the event that special skills are required for a specific project requiring overtime work, the Superintendent or his designee shall have the authority to assign said work to the employee he deems most qualified.

All overtime worked by each employee shall be posted in a conspicuous place.

There will be no change in the present practice regarding payment of overtime.

E. Custodial and Maintenance Workers are Entitled to Annual Vacations as follows:

All vacations shall be determined from the anniversary date of employment.

- (a) First year: One day for each month of service up to a maximum of 10 days.
- (b) One year of service, 10 working days.
- (c) After 5 years of service 3 weeks of vacation shall be granted.
- (d) After fifteen years of service, one additional day of vacation shall be added to the three weeks for each year up to seventeen years of service.
- (e) At seventeen years of service, four weeks of vacation shall be granted.
- (f) At seventeen years of service, one additional day of vacation shall be added to the four weeks for each year up to twenty-two years of service.
- (g) At twenty-two years of service, five weeks of vacation shall be granted.

F. Equipment

The Board shall provide:

- (1) Three uniforms per year at no cost to custodial and maintenance personnel;
- (2) One set of foul weather overgarments for each building for use by the building custodial personnel and/or maintenance worker;
- (3) One set of foul weather overgarments for each maintenance worker;
- (4) One set of basic tools (maximum cost of \$50.00) subject to yearly inspection for each maintenance worker and building (Head) custodian. Replacement of missing tools shall be the responsibility of the maintenance worker and building custodian.
- (5) Two pair of safety goggles in each school.
- (6) One pair of safety shoes for each full-time maintenance worker. These safety shoes must be worn on the job at all times. The Board shall have the right to designate the supplier and the type of shoe.

Note: Items 2, 3, 4, & 5 are property of the Board of Education.

G. Salary Guide

Schedules A and B attached hereto shall constitute the salary guide for the term of this Agreement and shall be incorporated as an integral part of this Agreement.

ARTICLE VI

TRANSPORTATION PERSONNEL

A. Work Year

All bus drivers, van drivers, and station wagon drivers, shall be employed on a 10-month school year basis at an hourly rate based on scheduled routes as determined by the Board of Education.

B. Salaries

- (1) Salaries shall be paid on the following basis: In 20 equal installments at regular intervals.
- (2) Overtime shall be paid at one and one half times the regular hourly pay for each hour over 40 hours per week.
- (3) Individual contracts shall be reviewed in January.

C. Non-Regular Routes

Assignment to non-regular routes shall be made in a fair and equitable manner in accordance with the procedure developed by the Superintendent of Schools or his designee after consultation with the Association.

D. Resignation

Any bus driver, van driver, or station wagon driver, who wishes to resign his employment, shall furnish the Board of Education with a 60-day advance notice of intention to resign, which notice shall be in writing, dated and signed by the employee in question and delivered personally to the Superintendent of Schools or his designee or mailed certified mail, return receipt requested. Such notice shall become effective upon receipt by the Board of Education or Superintendent of Schools or his designee.

E. Salary Guide

Schedule B attached hereto, including the footnotes thereto shall constitute the salary guide for the term of this Agreement and shall be incorporated as an integral part of this Agreement.

- F. Transportation personnel shall be compensated at their normal hourly rate of pay for all meetings except for those meetings relative to disciplinary actions at which their attendance is required by the administration.
- G. Any transportation employee called from home to return to work outside of his/her regular schedule shall be paid a minimum equivalent to one (1) hour at the normal pay rate.
- H. All bus drivers, van drivers, and station wagon drivers shall receive payment of one (1) hour per year at their regular rate for drivers route report paper work time. To be eligible the driver must work the entire school year.

ARTICLE VII

INSURANCE

- A. The Board shall provide health-care insurance protection to qualified employees, as follows:
- (1) Of the costs of coverage for hospital room and board and miscellaneous costs, maternity costs and surgical costs, the Board shall pay one hundred (100%) percent of the premium for both qualified employees and any dependents of the said qualified employees.
 - (2) Of the costs of coverage for out-patients, laboratory fee, technician's expenses, therapy treatment and major medical, the Board shall pay one hundred (100%) percent of the premium for the qualified employees and any dependents.
 - (3) Of the costs of coverage for dental treatment, the Board shall pay one hundred (100%) percent of the premium. Said coverage shall basically provide for the following, although more particularly set forth in the appropriate policy:

One hundred (\$100.00) Dollar deductible; One Thousand (\$1,000.00) Dollar maximum coverage per family per year; fifty (50%) percent payment for inlays, gold fillings, crowns and precision attachments for dentures; and (80%) percent payment for all other necessary and reasonable dental expenses.
- B. "Qualified Employees" shall be defined in the context of this Article as full-time personnel, steadily employed by the Board who work not less than 27 hours per calendar week, on a regular basis, whose spouses do not have duplicating health-care coverage and to the extent that there is any such duplication, they shall not receive benefits hereunder.
- C. The Board hereby reserves the right to select the insurance carrier but shall at all times maintain the insurance coverage substantially equal to that above specified. Prior to making any change in the carrier or extent of coverage, the Board shall notify the Association and the Association shall have an opportunity to discuss proposed changes with the Board.

ARTICLE VIII

VOLUNTARY TRANSFERS

A. Voluntary Transfer

No later than five (5) working days following the known availability of any position in the district all members of the unit shall receive notice, by posting the same in a conspicuous place, regarding the opening. If no application is received within ten (10) days of notice, the position will be filled from the outside.

- B. Employees who desire a change in assignment or who desire to transfer to another position may file a written statement of such preference at any time with the Superintendent.* Such statement shall include the present position and the assignment to which he desires to be transferred.
- C. In the determination of requests for voluntary transfer, the wishes of the individual employee shall be considered to the extent that the transfer does not conflict with the best interests of the school system, and no such request shall be denied arbitrarily or capriciously.
- D. A determination if a request for voluntary transfer shall be made within thirty (30) days of the application for such transfer.
- E. An employee who is denied a voluntary transfer shall be given the reasons for such denial.

*or his designee

ARTICLE IX

SICK LEAVE

- A. Sick Leave allowable-custodians and maintenance personnel shall be granted fourteen (14) sick-leave days in any calendar year and transportation personnel shall be granted ten (10) sick-leave days in any school year with full pay.
- B. "Sick Leave" herein shall be as defined by N.J.R.S. 18A:30-1.
- C. In the case of sick leave claimed, the Board may require a physician's certificate to be filed with the secretary of the Board, as provided for in N.J.R.S. 18A:30-4.
- D. Unused sick-leave days shall be accumulated from year to year with no maximum limit.

ARTICLE 8

LEAVES OF ABSENCE

A. Temporary Leaves of Absence -- the following temporary non-accumulative leaves of absence with full pay shall be granted in any applicable year:

- (1) Personal - A total of no more than two (2) days for personal business, serious family illness, serious household or family matters which require absence during working hours shall be granted for good reason. Application in writing shall be made according to procedures formulated by the Superintendent of Schools at least five (5) days before the taking of such leave, except in the case of an emergency. The employee shall be required to state the reason for taking such leave. In case of emergency, notification shall be given orally to the Superintendent of Schools or his designee with written notification to be submitted upon the employee's return to work.
- (2) Legal - Time necessary for appearances in any legal proceeding connected with the employee's employment, or with the school system, or for jury duty, or in any other legal proceeding if the employee is required by law to attend.
- (3) Death - In the event of a death in an employee's immediate family (spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandparent, or grandchild), the employee shall be granted time off with pay from the date of death to the date of funeral both inclusive, but not to exceed three (3) days, unless extensive travel is required in which case up to two (2) additional days may be granted.
- (4) Temporary Military
A temporary leave shall be granted for employees called into active duty for two weeks or less during any one calendar year in any unit of the U.S. Reserves or the State National Guard, provided such obligation cannot be fulfilled when the employee is not required to work, and such employee shall be paid the difference between his regular salary and his military pay.
- (5) Good Cause - Other leaves of absence with pay may be granted by the Board, in its discretion, for good and sufficient reasons.

B. Extended Leaves of Absence

- (1) Military - Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment, but in no event in excess of three (3) years.

(2) Maternity - The Board shall grant maternity leave in accordance with the Law Against Discrimination and more particularly the Order of the New Jersey Division on Civil Rights dated March 23, 1973, which leave shall be without pay except that sick leave pay may be applied to that period during such leave of absence which qualifies as illness or medical disability as set forth in N.J.S.A. 18A:30-1, et seq., and subject to the following terms and conditions:

- (a) The Board hereby agrees to consider each employee requesting maternity leave on an individual basis and shall not remove any employee from her duties based solely on the fact of pregnancy or a specific number of months of pregnancy. The foregoing, however, shall not limit the right of the Board to remove a pregnant employee from her duties based upon "decline in performance" or "physical incapacity" (both as defined and limited in the said Order of the Division on Civil Rights), or "just cause" (as defined in N.J.R.S. Title 18A).
- (b) Upon reasonable notice, an employee may apply to the Board for a leave of absence on the basis of medical reasons associated with pregnancy or birth at any time prior to birth. In the application, the employee shall specify in writing the date on which she wished to commence leave and the date on which she wished to return to work after birth. The Board may require such employee to produce a certificate from a physician in support of the requested leave dates, provided that if the Board's physician is in disagreement, the conflict of medical opinion shall be resolved as hereinafter set forth. Where medical opinion is supportive of the leave dates requested, such requested leave shall be granted by the Board, except that the Board may change the requested dates upon a finding that the grant of the leave for those dates would substantially interfere with the administration of the school system and provided that such date change by the Board is not medically contra-indicated.

Following the grant of such leave to the employee, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application to the Board. Such extension or reduction shall be granted by the Board for an additional reasonable period of time except that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the school system and provided that such date change by the Board is not medically contra-indicated. The Board may require any teacher to produce a certificate from the physician in support of the extension or

reduction of requested leave dates provided that the Board's physician is in disagreement, the conflict of medical opinion shall be resolved as set forth hereinafter. The Board need not grant or extend the leaves of absence of any employee beyond the end of the contract year in which the leave is obtained. An employee returning from pregnancy leave of absence shall be entitled to all benefits to which employee returning from other types of sick or disability leave would be entitled. The Board may require an employee to produce a certificate from her physician, after birth of her child, showing that she is physically capable of resuming her duties, provided that if the Board's physician is in disagreement, that conflict of medical opinion shall be resolved as hereinafter set forth.

(c) In the event of a difference of medical opinion between the Board's physician and the employee's physician, the Board shall request expert consultation from the Somerset County Medical Society, who shall appoint an impartial third physician, who shall be conclusive and binding on the issue of medical capacity to continue employment. The expense of any such examination by an impartial third physician shall be shared equally by the employee and the Board.

(3) Good Cause - Other leaves of absence without pay may be granted by the Board, in its discretion, for good cause.

(4) Return from Leave - Upon return from leave granted pursuant to Section B of this Article (extended leaves of absence), an employee shall be considered as if he were actively employed by the Board during the period of such leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent.

ARTICLE XI

PHYSICAL EXAMS FOR VAN AND BUS DRIVERS

The Board, at its sole cost and expense, shall provide for physical examination for bus and van drivers employed by the Board. Such examination shall be given each driver once every two years and shall be done by a physician chosen by the Board. Said examinations shall be limited strictly to those matters required to operate a school bus or van in a public school system in the State of New Jersey.

ARTICLE XII

The Board agrees to consult representatives of the Association concerning the preparation of the school calendar.

ARTICLE XIII

TRANSPORTATION ALLOWANCE

The Board agrees to reimburse maintenance and custodial employees twenty (20) cents per mile, for the authorized use of the employees vehicle on school business.

ARTICLE XIV

TRANSFER BETWEEN SCHOOLS

In the event an employee shall transfer between various positions in the district, that employee shall be granted the corresponding step on the salary guide applicable to his new position.

ARTICLE XV
SEPARABILITY

If any provision of this Agreement is held invalid or unenforceable, then such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof, all of which provisions are hereby declared separable.

ARTICLE XVI

No employee shall receive less than a 10% pay increase for each year of this contract.

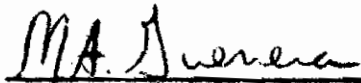
ARTICLE XVII

The duration of this contract shall be for a 2-year period from July 1, 1980 to June 30, 1982.

IN WITNESS WHEREOF, the proper officers of both parties to this Agreement have hereto set their hands and seals this 12th day of May, 1980.

BOARD OF EDUCATION OF THE
TOWNSHIP OF HILLSBOROUGH
COUNTY OF SOMERSET
STATE OF NEW JERSEY


HILLSBOROUGH CUSTODIAL,
MAINTENANCE, AND
TRANSPORTATION PERSONNEL
ASSOCIATION



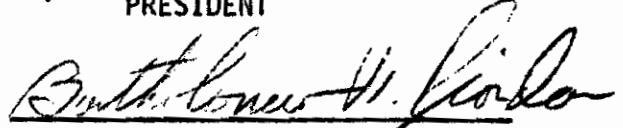
PRESIDENT



PRESIDENT



SECRETARY



SECRETARY

PROPOSED SALARY GUIDES
PUPIL TRANSPORTATION DRIVERS

<u>STEP</u>	<u>1980 - 81</u>	
	<u>BUS</u>	<u>VAN</u>
1	4.20	3.92
2	4.41	4.09
3	4.76	4.44
4	5.12	4.77
5	5.48	5.09
6	5.89	5.41

<u>STEP</u>	<u>1981 - 82</u>	
	<u>BUS</u>	<u>VAN</u>
1	4.40	4.12
2	4.62	4.31
3	4.85	4.50
4	5.24	4.88
5	5.63	5.25
6	6.03	5.60
7	6.48	5.95

PROPOSED SALARY GUIDES

CUSTODIAN

<u>Step</u>	<u>1980-81</u>			<u>Step</u>	<u>1981-82</u>		
	<u>Annual</u>	<u>Monthly</u>	<u>Hourly</u>		<u>Annual</u>	<u>Monthly</u>	<u>Hourly</u>
1	\$ 7,500.00	\$ 625.00	\$3.61	1	\$ 7,850.04	\$ 654.17	\$3.77
2	7,883.28	656.94	3.79	2	8,250.00	687.50	3.97
3	8,351.28	695.94	4.02	3	8,671.68	722.64	4.17
4	8,877.48	739.79	4.27	4	9,186.36	765.53	4.42
5	9,426.60	785.55	4.53	5	9,765.24	813.77	4.69
6	10,021.44	835.12	4.82	6	10,369.32	864.11	4.99
7	10,570.56	880.88	5.08	7	11,023.56	918.63	5.30

BUILDING CUSTODIAN - ELEMENTARY

1	\$ 8,033.04	\$ 669.42	\$3.86	1	\$ 8,358.00	\$ 696.50	\$4.02
2	8,511.36	709.28	4.09	2	8,836.32	736.36	4.25
3	9,037.68	753.14	4.35	3	9,362.52	780.21	4.50
4	9,586.80	798.90	4.61	4	9,941.40	828.45	4.78
5	10,158.72	846.56	4.88	5	10,545.48	878.79	5.07
6	10,753.56	896.13	5.17	6	11,174.64	931.22	5.37
7	11,302.68	941.89	5.43	7	11,828.88	985.74	5.69

MAINTENANCE WORKER AND INTERMEDIATE SCHOOL BUILDING CUSTODIAN

1	9,018.00	\$ 751.50	\$4.34	1	\$ 9,399.96	\$ 783.33	\$4.52
2	9,518.04	793.17	4.58	2	9,919.80	826.65	4.77
3	10,067.16	838.93	4.84	3	10,468.80	872.40	5.03
4	10,616.28	884.69	5.10	4	11,073.84	922.82	5.32
5	11,211.24	934.27	5.39	5	11,677.92	973.16	5.61
6	11,806.08	983.84	5.68	6	12,332.40	1,027.70	5.93
7	12,355.20	1,029.60	5.94	7	12,986.64	1,082.22	6.24

MAINTENANCE FOREMAN & HIGH SCHOOL BUILDING CUSTODIAN

1	\$ 9,500.04	\$ 791.67	\$4.57	1	\$ 9,999.96	\$ 833.33	\$4.81
2	10,067.16	838.93	4.84	2	10,450.08	870.84	5.02
3	10,639.20	886.60	5.12	3	11,073.84	922.82	5.32
4	11,302.68	941.89	5.43	4	11,703.12	975.26	5.63
5	11,989.08	999.09	5.76	5	12,432.96	1,036.08	5.98
6	12,675.48	1,056.29	6.09	6	13,188.00	1,099.00	6.34
7	13,362.00	1,113.50	6.42	7	13,943.04	1,161.92	6.70

NOTE: 7 step + = \$600.00 per year longevity on all guides rounded off to even monthly.