

CONTRACT

Between

THE BOARD OF EDUCATION OF THE

~~**TOWNSHIP OF MARLBORO**~~ *Twp., Board of Education*

and

MARLBORO TOWNSHIP BUS DRIVERS ASSOCIATION

q 1979-80, 1980-81, 1981-82

LIBRARY
Institute of Management and
Labor Relations

1979
RUTGERS UNIVERSITY

TABLE OF CONTENTS

| <u>Article</u> | | <u>Page</u> |
|----------------|------------------------------------|-------------|
| | Preamble | 1 |
| 1 | Recognition | 2 |
| 2 | Negotiation of Successor Agreement | 3 |
| 3 | Grievance Procedure | 4 |
| 4 | Employee Rights and Privileges | 10 |
| 5 | Association Rights and Privileges | 12 |
| 6 | Work Year | 13 |
| 7 | Daily Work Hours | 14 |
| 8 | Overtime | 16 |
| 9 | Extra Work | 17 |
| 10 | Work Schedule | 21 |
| 11 | Employment Procedures | 23 |
| 12 | Seniority | 25 |
| 13 | Insurance Policies | 28 |
| 14 | Salaries | 29 |
| 15 | Employee Evaluation | 30 |
| 16 | Personnel Files | 31 |
| 17 | Leaves of Absence | 33 |
| 18 | Miscellaneous Provisions | 37 |
| 19 | Management Rights | 39 |
| 20 | Duration of Agreement | 40 |
| | Schedule A | 41 |

PREAMBLE

THIS AGREEMENT, entered into the 24th day of August , 1979, by and between THE BOARD OF EDUCATION OF THE TOWNSHIP OF MARLBORO, Monmouth County, New Jersey, hereinafter called the "Board", and MARLBORO TOWNSHIP BUS DRIVERS ASSOCIATION, hereinafter called "Employees";

WITNESSETH:

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws of 1968 as amended, to negotiate with "Employees" as the representative of the employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to reduce to writing;

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1.

RECOGNITION

The Board hereby recognizes the Marlboro Township Bus Drivers' Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all regular bus drivers employed by the Board. For purposes of this paragraph regular bus drivers shall include only those persons who work at least twenty (20) hours per week on a regular basis.

ARTICLE 2.

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Consistent with N.J.S.A. 34:13A-1, et al., the Board shall not affect any change in Policy concerning terms and conditions of employment except such changes as are negotiated with the Association.

B. The Board agrees to negotiate with the Association over a Successor Agreement in accordance with the procedure set forth in N.J.S.A. 34:13A-1 et seq. provided the Association is still the majority representative. The Association agrees to present to the Board its proposals for the successor agreement in accordance with the statutory schedule. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties' representatives.

C. Negotiations shall commence with a meeting at a mutually satisfactory place within 15 days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time. During negotiation, the Board and the Association shall negotiate in good faith.

D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3.

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a complaint by which an employee or employees in the bargaining unit may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting their 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 fifteen (15) working days after the occurrence of the grievance, or within fifteen (15) days from the date on which the grievant should reasonably have known of its occurrence. 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. A grievant may present and process his grievance personally or through an appropriate representative. In either event, the grievant shall be personally present at all steps of the grievance procedure. Should a grievant want to process his grievance personally or through an appropriate representative of his own choosing he may do so; however, the majority unit shall be so notified and shall have the right to have its own representative present.

3. No reprisals shall be taken by the Board or Administration against any participant because he utilizes the grievance procedure.

4. Should a grievance result from action taken by the Superintendent or the Board, a grievant may present his grievance initially at the fourth step of the grievance procedure.

C. Procedure.

1. STEP ONE:

The employee, with or without his Association representative, shall take up the grievance or dispute with his Immediate Supervisor or his designated representative within fifteen (15) working days of its

occurrence or within fifteen (15) working days from the date on which the grievant should reasonably have known of its occurrence. The Immediate Supervisor should respond to the grievance in writing within three (3) working days of the grievance hearing.

2. STEP TWO:

If the employee is not satisfied with the first step answer, he may within five (5) days, present the grievance to the Board's Superintendent of Schools, who shall promptly schedule a second step hearing. At this hearing, the grievant may be represented by the Association. The Superintendent of Schools shall render his written decision within five (5) working days of the grievance hearing.

3. STEP THREE:

If the employee is not satisfied with the second step answer he may, within five (5) working days, present the grievance to the Board of Education or a Committee thereof, which shall schedule a grievance hearing within fifteen (15) working days of receipt of the grievance. At this step, the employee may be represented by counsel of his/her choice in addition to the Association. The Board of Education shall render its written decision within five (5) working days of the date of the grievance hearing.

4. STEP FOUR:

- a. In the event the grievant is dissatisfied with the determination of the Board of Education aforesaid, and in the further event that the grievance involves the interpretation or application of this contract, the matter may be submitted to arbitration. A request for arbitration shall be made in writing no later than fifteen (15) working 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 Association shall mutually agree upon a longer time within which to assert such a demand.
- b. The arbitrator shall have no power or authority to add to, subtract from, change or modify any of the terms of this agreement.
- c. Within ten (10) working days after the Association shall have delivered the written request for arbitration, the Board and the Association 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, a request for a list of arbitrators shall be made to the Public Employment Relations Commission and an arbitrator shall be selected in compliance with its procedure.

- d. The arbitrator so selected shall confer with the representatives of the Board and the Association and shall hold hearings promptly, and he shall issue his decision not later than twenty (20) calendar 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. The arbitrator's decision shall be in writing and shall set forth his 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 advisory only.
- e. The costs 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 Board 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, heretofore referred to in this Article.

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.

ARTICLE 4.

EMPLOYEE RIGHTS AND PRIVILEGES

A. Pursuant to N.J.S.A. 34:13A-1, et al., 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, or to refuse to join. As a duly elected body exercising governmental power under the law 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 enjoyment of any rights conferred by N.J.S.A. 34:13A-1, et al., 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 membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding 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 may have

under New Jersey School Laws or other applicable laws and regulations.

C. 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 employee in his position, employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

D. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

E. 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 unless required to by law.

ARTICLE 5.

ASSOCIATION RIGHTS AND PRIVILEGES

A. 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.

B. Whenever any representative of the Association or employee is scheduled by the Board to participate during working hours in negotiations or grievance proceedings, he shall suffer no loss in pay.

ARTICLE 6.

WORK YEAR

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.

It is understood that these days are to be paid at the employees' contract rate. Contract rate is defined as the employees' hourly rate times the number of hours assigned to the runs contracted by the driver.

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.

ARTICLE 7.

DAILY WORK HOURS

A. 1. The work day shall consist of such time as is assigned to complete the run or runs assigned to driver.

Each driver shall sign the check-in list prior to going to the yard.

2. 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 his designee review the time assigned. The driver and the person designated 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 shall submit a revised time allowance to the Board for modification of the driver's contract and payment will be based on the revised time.

3. It is agreed that the time of the run shall commence when the bus leaves the garage, making due allowances for warm-up of the vehicle. It is also agreed that a variation of five (5) minutes in the time assigned shall be considered an immaterial variation.

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 shall be paid for

four (4) hours but shall be available for other duty when required.

4. In the event a driver is requested to perform a run in addition to his/her regularly assigned run, he/she shall be compensated one half hour per run at his/her regular rate of pay.

B. 1. Runs shall be assigned on the basis of requests made by employees in the bargaining unit. In the event more than one employee bids for the same run, the run shall be assigned on the basis of seniority.

2. In the event the Transportation Coordinator deems it necessary to change runs permanently he shall have the right to do so provided he gives a written statement of reasons to the drivers affected at least twenty-four (24) hours prior to the implementation of the change. The employee shall have the right of appeal through discussion. The change so effected shall not be grievable.

ARTICLE 8.

OVERTIME

A. Any assigned work performed by an employee beyond eight (8) hours in a day shall be paid for at one and one-half (1-1/2) times that of employee's regular rate of pay.

B. All assigned work performed on Saturday or Sunday shall be paid for at one and one-half (1-1/2) times the regular rate of pay of the employee involved.

C. Assigned work performed on a holiday shall be paid for at one and one-half (1-1/2) times the regular rate of pay of the employee involved. For purposes of this provision holiday shall mean any day designed by the Marlboro Township school calendar as a non-school day except days which are part of a regularly contracted run to another District. This proviso applies not only to the regularly contracted driver, but to the replacement as well.

ARTICLE 9.

EXTRA WORK

A. Activity Runs

1. Activity runs shall be on a voluntary basis and shall be assigned for a five (5) 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 to all except employees subsequently hired during the school year. Such employees shall have fifteen (15) working days from their date of hire to place their names on the list. If more apply than there are jobs available, then assignments shall be made on a seniority rotational basis. Probationary employees 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 five dollars (\$5.00).

3. No one may sign the activity list for another.

4. In the event a driver who is scheduled to take an activity run is unable to perform that run, said driver shall notify the Transportation Coordinator or the designee of the Transportation Coordinator no later than noon of the day of the run. In such event, the run shall be re-assigned. The person taking the run shall not be charged with the trip

on the seniority list and the person who was replaced shall be so charged.

B. Field Trip Assignments

1. All approved field trips shall be posted as they are received by the Transportation Coordinator.

2. Drivers shall be assigned to the posted trips three (3) school days prior to the event. In the event a field trip is received less than three (3) school days prior to the trip date, the trip shall be posted and offered to the next available driver on the seniority list. A refusal shall be marked as a field trip taken.

C. Driver Assignments.

1. 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 given trips of shorter length in time and will always be assigned the trips the kindergarten classes take. These trips will be assigned according to seniority from the second list.

2. Evening and weekend trips shall be assigned from the regular seniority list in order of rotation.

3. An 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 as to the reason he/she cannot accept the trip.

4. A driver who accepts a trip shall be held responsible for operating the run or else securing a replacement driver from the regular approved staff.

5. 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.

6. 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 a 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

refuse nor the driver who accepts shall be charged, and the next trip shall be assigned by reference to the seniority list.

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.

D. Itinerary

1. Upon driver's request made at least forty-eight (48) hours in advance, itinerary and directions will 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.

ARTICLE 10.

WORK SCHEDULE

A. Regular Schedule Posting

Work schedule showing drivers' shifts, work days, and hours shall be posted. The scheduled runs for each driver shall be available as soon as firmed but in no event later than 72 hours prior to the first day of school for students.

Drivers will be permitted to use a bus for the purpose of learning their scheduled routes as approved by the Immediate Supervisor.

In cases of emergency, route changes made by the Immediate Supervisor shall be followed.

All permanent additions or deletions from the original schedule of runs shall be in writing to the affected driver.

B. Driver Assignments

1. Drivers shall select their routes at the beginning of each year upon the basis of seniority as elsewhere defined in Article 12 and subject to the provisions of Article 7, B-2.

2. Whenever only a portion of a regularly contracted run is to be operated because of a 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.

b. In the event the regularly contracted driver declines to accept the trip it shall be assigned from a special seniority list to be closed three (3) days before the day in question. The employer shall offer the run to the first three (3) employees on the list in order of seniority. In the event none of the three employees accept the run, the trip may be assigned at the discretion of the employer.

ARTICLE 11.

EMPLOYMENT PROCEDURES

A. Each employee shall be placed on his proper step of the salary schedule as of the beginning of each school year. Any employee employed prior to February 1st of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. If an employee is hired after February 1, he gets no credit toward the next increment.

B. An employee who is resigning from his position shall give the Board thirty (30) days notice of his intention to do so. When an employee gives such notice, the runs of said employee shall then be posted so other employees may bid for vacant runs. There can, however, be no more than two (2) bumps as a result of said vacancy.

C. Employees shall be notified of their contract and salary status, when available, for the ensuing year no later than April 30.

D. Employees in the bargaining unit may be suspended or discharged only for just cause. The question of the propriety of the suspension or discharge may be taken to advisory arbitration and shall be commenced at Step Three. In such a situation the parties agree to an expedited hearing under rules similar to those of A.A.A.

E. If a substitute driver desires to become a regular contracted driver 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 was given a contract by the Board of Education. If more than one employee is involved the date on which the application was received shall govern.

F. Kindergarten Runs.

Each morning prior to commencement of regular runs, any four (4) hour driver who would otherwise be free and who desires to take a kindergarten portion of a six (6) hour contract which is available as a result of the absence of the regular driver shall sign a list posted for that day.

The kindergarten portions of any such six (6) hour run shall be assigned on the basis of seniority from said daily list.

ARTICLE 12.

SENIORITY

A. The Board shall establish and maintain seniority lists of employees' names and dates of employment from date of last hire on a system-wide job classification basis, with the employee with the longest length of continuous and uninterrupted system-wide service to be placed at the top of said seniority list. The names of all employees with shorter length of continuous service shall follow the name of such senior employee, in order, until the name of the employee with the shortest length of service appears at the foot of the list.

Probationary employees as defined in paragraph C hereof are eligible to bid on extra work as defined in Article 9, B.1, Field Trips.

The seniority of each employee shall date from the employee's date of last hiring with the Board. In the event of a layoff, the least senior employee shall be the first to be laid off. Employees on the layoff shall be recalled in the reverse order of layoff, that is, the most senior employee shall be recalled first. All laid off employees shall be recalled or offered recall before any new employees are hired.

B. Notice of recall to work shall be accomplished by a phone call confirmed by written notice addressed to the employee'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 employee shall notify the Director of the department involved, in writing, whether or not he desires to return to the work involved in the recall. If he fails to reply or if he indicates that he does not desire to return to such work, he shall forfeit all of his seniority and all rights to recall. If he indicates that he desires to return to the work involved in the recall notice, then he shall report for such work no later than one (1) week from the date he 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 designee. In the event he shall fail to so report to work, he shall forfeit all of his seniority and all rights to recall.

Seniority shall not be accumulated during the period of layoff. Upon recall the appointed employee shall have his accumulated seniority to the date of layoff.

C. Newly hired employees shall be considered as probationary employees during their first thirty (30) days of employment. Any probationary employee may be terminated

during this period of time, and such termination shall not be subject to the grievance procedure. After such employee has completed his/her probationary period that employee shall be considered to be a regular employee 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. 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 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.

E. Employees' 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 365 days from the day on which the layoff commenced.

ARTICLE 13.

INSURANCE POLICIES

A. Hospitalization

The Board of Education shall continue during the period of this contract to pay 100% of the cost of the existing hospitalization program for employees in the bargaining unit and their dependents. It is understood however, that if an employee in the bargaining unit already has coverage in another similar plan based upon the employment of the spouse of the employee that such employee will not elect coverage under this agreement, unless the other coverage is cancelled. Each employee agrees to execute an authorization permitting the Board to verify the presence of other coverage.

B. Prescription Program

If employees in the bargaining unit are eligible for and become subscribers to a group prescription insurance plan the Board agrees to pay for each member of the bargaining unit who subscribes to said plan, \$6.00 per month for 12 months subscription to the Family Plan and \$3.50 per month for a 12 month subscription for a single driver.

ARTICLE 14.

SALARIES

A. The salary of each employee covered by this Agreement is set forth in Schedule "A" 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 pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

ARTICLE 15.

EMPLOYEE EVALUATION

A. Each driver shall be evaluated in writing at least twice a year. The first evaluation shall be no later than December 1 of the contract year. All evaluations shall be made in conference with the employee.

ARTICLE 16.

PERSONNEL FILES

A. Personnel Records

An employee shall have the right, upon request, to review the contents of his personnel file except letters of recommendation which are hereby deemed to be confidential, and to receive copies of any documents contained therein. An employee shall be entitled to have a representative of the Association accompany him during such review. Such examination shall be in the presence of a representative of the Board of Education.

B. Derogatory Material

No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his 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 and his answer shall be reviewed by the Business Administrator or his designee and attached to the file copy.

C. Complaints received by the Board from members of the community shall be reviewed with driver complained of as soon as practicable after receipt of complaint.

ARTICLE 17.

LEAVES OF ABSENCE

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

2. All employees shall be entitled to twelve (12) such leave days each school year as of the first official day of said year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

3. Employees shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.

4. In case of more than three (3) days' absence, a physician's certificate shall be filed with the Business Administrator.

5. 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 employment he/she shall be paid the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary or wages 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 workman's compensation award made for temporary disability.

6. 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. Maternity Leave

1. Any or all accumulated sick leave may at the option of the employee, be applied to such period of physical disability incident to maternity as is established by competent medical testimony.

C. 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 or any other member of the immediate household. Members of the immediate household shall mean a relative who resides with the employee and who qualifies as a dependent under Internal Revenue Regulations. The days taken pursuant to this provision must be consecutive and one such day shall be the day of interment or cremation.

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 date requested through the employee's immediate supervisor to the Business Administrator. The three (3) 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 subsection shall not require the employee to specify the nature of the personal business but shall simply require the employee 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 Business Administrator.

5. All benefits to which an employee was entitled at the time he went on a Board approved leave of absence, including unused accumulated sick leave, shall be restored to him upon his return.

ARTICLE 13.

MISCELLANEOUS PROVISIONS

A. The Board and the Association agree that there shall be no discrimination on the basis of race, color, religion, national origin, sex, domicile, or marital status.

B. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

C. This agreement is the entire agreement of the parties, terminating all prior agreements and practices except those incorporated in the Board's Policy Manual and concluding all negotiations during the term of the agreement. The Association specifically waives the right to bargain with respect to any subject or matter referred to or covered in this agreement, or to any matter or subject not specifically referred to or covered in this agreement even though it may not have been in the knowledge or contemplation of the party at the time this agreement was negotiated.

D. If 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 or rule or regulation of the State Department of Education, 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.

E. Any individual contract between the Board and an individual employee in the bargaining unit, 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.

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 by registered letter at the following addresses:

1. If by the Association, to the Board at
Marlboro Township Board of Education
45 North Main Street
Marlboro, New Jersey 07746
2. If by the Board, to the Association at
Marlboro Township Bus Drivers Association
Marlboro Elementary School
School Road West
Marlboro, New Jersey 07746

G. The Board will supply to the Association a quantity of ditto copies of this agreement sufficient to supply a copy to each member of the bargaining unit.

H. The Transportation Handbook shall continue in full force and effect except where changed by a specific provision of this Agreement.

ARTICLE 19.

MANAGEMENT RIGHTS

The Association specifically recognizes the Administration, rights, duties and authority to manage and control the employees of the Board pursuant to the Authority conferred on it by the State of New Jersey and all applicable local, state and Federal laws. The Board retains and reserves all such rights of management and control of the employees of the Board not otherwise specifically limited by this Agreement.

ARTICLE 20.

DURATION OF AGREEMENT

This Agreement shall become effective on July 1, 1979, and shall continue in effect until June 30, 1982.

IN WITNESS WHEREOF, the Association has caused these presents to be signed by its authorized officers and the Board has caused these presents to be signed by its President, attested by its Secretary, and its seal to be affixed on the day and year first above written.

MARLBORO TOWNSHIP BOARD
OF EDUCATION

ATTEST:

By S/ William J. Botwinick
WILLIAM J. BOTWINICK, President

S/ John A. Dugan
JOHN A. DUGAN, Secretary

MARLBORO TOWNSHIP BUS DRIVERS
ASSOCIATION

ATTEST:

By S/ Theresa Dondrea
THERESA DONDREA, President

S/ Julie Cameron
JULIE CAMERON, Secretary

SCHEDULE A

MARLBORO TOWNSHIP PUBLIC SCHOOLS
BUS DRIVERS SALARY GUIDE

| <u>Step</u> | <u>1979-80</u> | <u>1980-81</u> | <u>1981-82</u> |
|-------------|----------------|----------------|----------------|
| 1 | 4.55 | 5.00 | 5.80 |
| 2 | 5.10 | 5.50 | 6.30 |
| 3 | 5.80 | 6.00 | |

The transition from the 1978-79 guide to the new guide and placement thereon is as follows:

| <u>Step</u> | <u>1978-79</u> | <u>1979-80</u> | <u>1980-81</u> | <u>1981-82</u> |
|-------------|----------------|----------------|----------------|----------------|
| 1 | 4.00 | +.55 (4.55)* | +.45 (5.00) | +.80 (5.80) |
| 2 | 4.30 | +.30 (4.60)* | +.40 (5.00) | +.80 (5.80) |
| 3 | 4.60 | +.50 (5.10) | +.40 (5.50) | +.30 (5.80) |
| 4 | 4.90 | +.25 (5.15)* | +.35 (5.50) | +.80 (6.30) |
| 5 | 5.20 | +.60 (5.80) | +.20 (6.00) | +.30 (6.30) |
| 6 | 5.55 | +.30 (5.85)* | +.15 (6.00) | +.30 (6.30) |

* Persons on this level will receive \$.05/hr. more than the guide for 1979/80 school year only.

1. Full time personnel employed prior to February 1st shall be entitled to a full increment.
2. Once a driver has met all qualifications for licensing, the Board will pay \$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.