

AGREEMENT

Between

Montgomery Township Board of Education

And

The Communication Workers of America, AFL-CIO, Local 1040

July 1, 2010 -June 30, 2011

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I. PREAMBLE

This Agreement between the Montgomery Township Board of Education, (hereinafter referred to as the Employer) and the Communications Workers of America, AFL-CIO (hereinafter referred to as the Union), has as its premise the intent to promote and maintain harmonious working relationships between the Employer and its employees who are subject to this Agreement in order that more efficient and progressive public service is rendered, and to promote the resolution of disputes at the lowest possible level.

The Employer and the Union recognize their respective responsibilities under Federal and State laws relating to fair employment practices. The Employer and the Union agree that the working environment shall be characterized by mutual respect and dignity to which all individuals are entitled.

II. RECOGNITION AND SCOPE

Section 1: The Employer hereby recognizes the Union as the sole and exclusive representative for all full time and regular part time employees under this agreement for the purpose of collective negotiations pursuant to the New Jersey Employer - Employer Relations Act (N.J.S.A. 34:13A-1 et seq.) concerning wages, hours and other terms and conditions of employment in the negotiating unit described below:

- a) Included: All full time and regular part time Bus/Van Drivers, Bus/Van Attendants/Aides and anyone doing equivalent duties, who consistently work a minimum of 4 hours per week.
- b) Excluded: Managerial executives, confidential employees, supervisors within the meaning of the Act; casual employees, substitute employees and all other employees employed by the Employer.

Section 2: Unless otherwise indicated, the terms "employee" and "employees" when used in this agreement refer to all persons represented by the Union in the above-defined negotiating unit.

Section 3: This Article shall not preclude the addition of new titles, which shall be negotiated only as to bargaining unit placement and salary at the time the new titles are established. Failure of the Employer and the Union to agree on the bargaining unit placement and salary for a position title shall not delay the filling of the position and the payment of the employee(s) serving therein by the Employer.

III. MANAGEMENT RIGHTS

- A. Except as expressly limited by this Agreement, the Association recognizes that the Board retains sole responsibility and authority in the management and

direction of all operations and activities in the Montgomery Township School District. The Board reserves to itself sole jurisdiction, authority and responsibility over matters of policy and retains the right:

1. To direct employees of the Board;
2. To hire, promote, transfer, assign and retain employees in positions in the Board and to suspend, demote, discharge, or take other disciplinary action against employees;
3. To relieve employees from duty because of lack of work or for other legitimate reasons;
4. To maintain efficiency of the Board operations entrusted to them;
5. To determine the methods, means, and personnel by which such operations are to be conducted; and
6. To take whatever actions may be necessary to carry out the mission of the Board in situations of emergency.

IV. UNION RIGHTS

The Employer agrees to furnish the Union with public information upon written request. This information includes, but is not limited to, bargaining unit employees' (including new hires) names, addresses, phone numbers, salary and health benefit information, work locations (routes), any information relative directly to a grievance, negotiations, or disciplinary matter.

Representatives of the Union, including shop stewards shall be permitted to transact official Union business on the Employer's property at all reasonable times, provided that this shall not interfere with, or disrupt the normal operations. Representatives of the Union, including shop stewards shall be permitted to conduct membership meetings on the Employer's premises and to use school buildings designated by the Employer for same when such buildings are not otherwise in use.

The Union shall have space to post notices and other Union information on a bulletin board and to use interoffice mail and/or mailboxes. If no bulletin board exists, the Union shall bear the cost of purchasing the bulletin board and the Employer shall have it installed in a place conspicuous to all bargaining unit employees, presumably in the Transportation Office currently located in the trailer.

V. DEFINITIONS

- A. All references to employees in the Agreement designate both sexes, and whenever either gender is used, it shall be construed to include male and female employees.
- B. The term “holiday” means any day so designated under the Article concerning holidays herein or a day especially designated by the Employer herein.

VI. NON-DISCRIMINATION

- A. The Employer and the Union duly understand and agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, sexual preference, statutorily protected handicap/disability, national origin, political affiliation.
- B. Employees are free to engage in union membership or activities or to refrain from so doing.
- C. The Employer and Union are committed to maintain a harassment-free workplace.

VII. GRIEVANCE PROCEDURE

A. PURPOSE

- 1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.
- 2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance, to discuss the matter informally with any appropriate member of Administration, and having the grievance adjusted, as long as the Union or its designee is involved with the employee in those informal discussions.

B. DEFINITIONS

The term “grievance” shall mean an allegation that there has been:

- 1. A misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a “contractual grievance”; or

2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Employer involving terms and conditions of employment shall be processed up to and including the Superintendent, and shall hereinafter be referred to as a “non-contractual grievance.”

C. PRESENTATION OF A GRIEVANCE

1. The Employer agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and Union Shop Steward who is an employee of the School District throughout the grievance procedure. It is understood and agreed that if available, private space shall be provided by the Employer for the prior discussion of a grievance.
2. It is further understood and agreed that upon written request, the Employer shall make available to the Union all documents, witness names and statements, if any, video and/or audio recordings, or other such materials as may be needed which are directly related to the grievance. Said materials shall be made available as quickly as possible, but at no time less than five (5) business days prior to the hearing/meeting date.

D. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement:

1. Step 1
 - a. The grievant shall institute action under the provisions hereof in writing, signed and delivered to his/her immediate Supervisor within ten (10) working days of the occurrence complained of. The grievant shall state the sections of the contract violated (if filed under B.1) and the remedy sought. Failure to act within said 10 days shall be deemed to constitute an abandonment of the grievance.
 - b. The supervisor shall render a decision in writing within ten (10) working days after receipt of the grievance.
 - c. Grievances which challenge a decision made above the level of department supervisor shall be brought at the level that the decision was made.

2. Step 2

- a. In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his/her complaint with the Business Administrator within ten (10) working days following the determination at Step 1. The grievant may be represented by an employee who is the Shop Steward or Local Union Representative. Failure to act within said 10 days shall be deemed to constitute an abandonment of the grievance.
- b. The Business Administrator, or his/her designee, shall render his/her decision in writing within ten (10) working days after the receipt of the complaint.

3. Step 3

- a. Should the grievant disagree with the decision of the Business Administrator, or his/her designee, the aggrieved employee may, within ten (10) working days, submit to the Superintendent, a statement in writing and signed as to the issues in dispute. Failure to act within said 10 days shall be deemed to constitute an abandonment of the grievance.
- b. The Superintendent may consider the appeal on the written record, or he/she may request to hold a hearing within six (6) working days of receipt of the grievance appeal. If the Superintendent elects to conduct a hearing, it shall be held within ten (10) working days from the receipt of the grievance appeal. The Superintendent shall make a determination within ten (10) working days from the receipt of the grievance appeal or the date of the hearing, whichever is later, and shall in writing notify all interested parties of his/her decision.
- c. The grievant may be represented by the Local Union Representative or the International Union Representative, or both. A minority organization shall not present or process grievances.

4. Step 4

- a. Any unresolved contractual grievance (as defined in B.1, Definitions above), may be appealed to arbitration only by the Union. The Union must file the request for arbitration within thirty (30) calendar days after receipt of the Superintendent's decision. Failure to act within said 30 days shall be deemed to constitute an abandonment of the grievance.

- b. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.
- c. The arbitrator shall be selected from a list by agreement between the parties by selection from the panel of arbitrators maintained by the Public Employment Relations Commission.
- d. The decision or award of the arbitrator shall be final and binding on the Employer, the Union and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement.
- e. The arbitrator may prescribe an appropriate back pay remedy in cases of suspension or discharge when he/she finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except that he/she may not make an award which exceeds the Employer's authority. The arbitrator shall not have authority to prescribe a monetary award as a penalty for violation of this Agreement.
- f. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his/her decision solely to the interpretation and application of this Agreement.
- g. The costs of the services of the arbitrator shall be borne equally by the Employer and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.
- h. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.
- i. The arbitrator shall hold a hearing at the time and place convenient to the parties as expeditiously as possible after his/her selection and shall issue his/her decision within thirty (30) days after the close of the hearing.
- j. Employees shall not suffer any reprisals, coercion and/or intimidation as a result of implementing, or for refraining from implementing, any provision of the grievance article.

VIII. HOURS OF WORK

- A. Bus Drivers on non special education routes will be on a schedule of no less than 5.25 hours per day. Pre-trip and post-trip, including daily fueling and cleaning are included in this time.
- B. Bus Drivers assigned to special education routes may work more than 5.25 hours per day as necessitated by the assigned route. Pre-trip and post-trip, including paperwork, daily fueling and cleaning are included in this time.
- C. Bus Aides on non special education routes will be on a schedule of no less than 5.25 hours per day. Bus Aides are required to assist with post-trip inspection of the bus within this time.
- D. Bus Aides who work special education routes may work more than 5.25 hours per day as necessitated by the assigned route. Bus Aides are required to assist with post-trip inspection of the bus within this time.
- E. Employees will be on premise (or on routes) and available for assignment during all contractual hours.
- F. Bus routes which are scheduled five days per week, in addition to an employee's hours as mentioned in A through D above, shall be treated as contractual work time and eligible for pension contributions. Examples of such runs include, but are not limited to, mid-day kindergarten runs, mid-day preschool runs, and special education shuttles.
- G. No employee shall be regularly scheduled for more than eight (8) hours per day. Should an employee's schedule exceed eight (8) hours at any point during the year, the employee's schedule may be changed as needed. The parties may agree to a schedule which exceeds eight hours per day.
- H. Overtime shall be paid at the rate of one and one-half times the regular rate for all hours actually worked beyond forty (40) in a given work week, Sunday through Saturday.
- I. Employees are not paid for holidays. The listing of holidays below designates the specific days that employees are eligible to receive double their hourly rate for work actually performed on these holidays:
 - 1. Martin Luther King Day
 - 2. Independence Day
 - 3. Labor Day
 - 4. Thanksgiving Day
 - 5. Christmas Day
 - 6. New Year's Day
 - 7. Presidents' Day
 - 8. Good Friday
 - 9. Easter Day
 - 10. Memorial Day

- J. Work performed on a Sunday will be paid at the rate of one and one-half times the hourly rate.
- K. In an emergency, a mechanic, dispatcher, or supervisor may drive a bus or van. When driving a vehicle no longer licensed for student use, a mechanic, dispatcher, or supervisor may drive a bus or van provided all bargaining unit members have been offered the opportunity first.
- L. Should an employee report for a scheduled field trip or athletic event and that trip or event is cancelled, the employee shall receive three (3) hours of straight time pay and shall not be taken off the list. If the driver is unable to do a short-notice trip, that unavailability will not be considered a refusal.
- M. Should a voucher run overlap with an employee's regularly scheduled contractual time, the employee shall only be paid for time actually worked (no double dipping).
- N. If a regularly scheduled contractual run is cancelled, the affected employee(s) shall be notified and given an alternate assignment for that day.

IX. WORK YEAR

- A. The paid work year shall be defined as follows:
 - 1. A minimum of 180 student driving days (possibly more if following a non-Montgomery schedule).
 - 2. Employees are required to attend an annual orientation day. This meeting will be held in late August lasting no less than 4 hours but no more than 8 hours.
 - 3. Employees are required to attend monthly transportation meetings for up to two (2) hours per meeting.
 - 4. Drivers shall complete a dry run for each route they are assigned prior to the first day of student attendance, and shall be paid one (1) hour of straight time for each such run.
 - 5. Employees who resign shall provide the district with fifteen (15) days written advance notice.

X. SALARY

- A. Salaries shall be as set forth in the salary guides attached hereto as Appendix A and Appendix B.

- B. If a current member refers a new hire and the new hire remains in the employ of the Board for one full calendar year, the Board will pay the referring employee a referral bonus of \$1,000 upon the new employee's first anniversary of date of hire.

XI. HEALTH INSURANCE BENEFITS

- A. The Board shall have unilateral right to select or change any insurance carrier or plan, provided that any such alternate plan provides substantially equal insurance coverage. Any dispute dealing with the selection of the insurance carrier or plan shall not be subject to the grievance procedure contained herein.
- B. The Board will provide a Medical Insurance Plan for all eligible members and full family coverage, if applicable. Medical insurance coverage will be provided to domestic partners who meet the State of NJ eligibility requirements for domestic partner. Individuals will need to submit a copy of their domestic partner certificate to qualify for this benefit. All eligible employees shall have the option of selecting from the following plans:
 - 1. Oxford Healthcare Traditional 80/20 Plan with a deductible of \$200/\$400 and a coinsurance limit of \$2,000/\$4,000. No employees shall be entitled to enroll in the Traditional Plan unless they are already enrolled in the Traditional Plan as of March 29, 2010. Employees enrolled in the Traditional Plan as of March 29, 2010 that elect to switch to the Liberty Access Plan shall receive a one-time cash payment equal to fifty percent (50%) of the difference in rates between the 2010-2011 premiums for the Traditional Plan and the Liberty Access Plan. Employees shall have the option of moving into the Liberty Access Plan and receiving this one time payment only up through June 30, 2010.
 - 2. Oxford Healthcare Liberty Access Plan with a \$15 co-pay for doctor visits.
- C. The Board will provide a Prescription Plan for all eligible members and full family coverage, if applicable. The following co-pays shall apply: \$5 generic/\$20 brand/1x mail order for 90 day supply.
- D. The Board will provide a Dental Plan for all eligible members and full family coverage, if applicable, with a maximum annual benefit of \$1,500.
- E. The Board will provide an enhanced vision hardware benefit to a maximum of \$300 during each two (2) year period.
- F. The Board will provide an Employee Assistance Program (EAP) for all eligible members.

G. Employees who qualify for health benefits may choose to waive medical and/or dental coverage on an annual basis and receive a monetary sum in lieu of coverage by submitting a completed waiver form. An annual reimbursement up to \$3,500 (\$3,100-medical/\$400-dental) shall be issued to employees opting to waive full family insurance coverage. An annual reimbursement up to \$2,000 (\$1,850-medical/\$150-dental) shall be issued to employees opting to waive single insurance coverage. Participation in the program shall be subject to the following conditions:

1. The waiver form must be submitted to the Human Resources office by June 1, and must be effective for the entire school year (July 1 - June 30). Each waiver will be effective for one year and must be renewed each year if a continued waiver is desired.
2. An employee who has waived coverage, but later loses coverage in his/her alternate insurance plan may resume coverage under the Board's plan subject to the rules and regulations of the insurance carrier. In such cases of emergency reentry, the reimbursement amount shall be prorated accordingly on a monthly basis.
3. One-half of the annual reimbursement amount shall be issued to participating employees on the first pay period in January for the July 1 - Dec. 31 period, and the remaining one-half shall be issued on the first pay period in June for the Jan.1- June 30 period.
4. A Section 125 Plan will be established.

H. A flexible spending account plan will be made available through payroll deduction for any annually contracted employee who wishes to direct an annual amount not to exceed One Thousand Five Hundred Dollars (\$1,500) paid over a monthly basis toward uninsured medical/dental expenses and/or an amount not to exceed that permitted by Section 125 laws for elder/dependent care expenses. The Board will develop a form for an annual selection for any interested employee. The annual selection made by the employee can not be modified during the year. The employee will be responsible for filing for reimbursement for eligible expenses through a third party administrator up to the annual amount specified by the employee. Any funds left over at the end of each year (December 31) will be returned to the Board unless they are used within the following January 1 through March 15 "grace period" as set forth more particularly in the plan documents (said "grace period" shall exist so long as it is consistent with current Internal Revenue Service rules and regulations). The Board will be responsible for the cost of the third party administrator. The Board shall have the right to select the third party administrator. All

contributions made through this program are done on a pre-tax basis for federal tax purposes in accordance with Section 125 laws.

- I. Effective July 1, 2010, individuals receiving health insurance benefits shall contribute 1.5% of their annual base salaries towards the cost of health benefits consistent with N.J.S.A. 18A:16-17.

XII. SELECTION/APPOINTMENT OF BUS ROUTES

- A. Initial bus routes for the school year and for the summer shall be selected by Bus Drivers and Bus Attendants in the order of their seniority. The school district will provide copies of the seniority list so that Drivers and Attendants may make their selection. All Bus Drivers and Bus Attendants must attend a 2 hour training session regarding special needs students prior to the opening of school, and as required, at various intervals throughout the school year. All Drivers and Attendants who have completed the special education training are eligible for a special education route based upon seniority.
- B. In addition to the school year and summer routes, the following list contains additional substitute work available to drivers that will be assigned on a rotating basis upon their order of seniority:

- Kindergarten Substitute
- Midday Substitute
- Late Bus Substitute
- Athletic
- Weekend Athletic/Field Trip
- Field Trip
- Vocational/Other Substitute
- New York City
- Holiday List

1. If a driver refuses a scheduled field trip or athletic event three (3) consecutive times in any one school year, the driver will be removed from the rotation lists for the remainder of the school year.
2. If a driver fails to perform a scheduled field trip or athletic event two (2) times in any one school year, the driver will be removed from all rotation lists for the remainder of the school year.
3. If a scheduled field trip would result in more than three (3) midday drivers being used to cover the trip, the remainder of the drivers will be skipped to ensure consistency and coverage for midday runs. The drivers

skipped will be placed at the top of the rotation list for the next available trip.

- C. Management reserves the right to change route assignments due to parental conflict, student conflict, driver strengths or other legitimate reasons at any time during the school year. Management shall provide employees under this provision with written explanation of reasons for such action within two (2) working days.
- D. In the event that there are new runs added or existing runs vacated during the work year, the Transportation Supervisor shall fill these vacancies by seniority subject to the following rules:
 - 1. The Supervisor shall fill the vacancy caused by the lateral move by assigning qualified employees into these positions from the complement of spare employees;
 - 2. An employee is eligible for a lateral move one time per school year.

However, runs which do not generally interfere with existing route schedules (such as a mid-day run) will be posted for employee bidding for a three (3) day period and filled through the established employee route selection process based on seniority. If there are no drivers or vehicles available, the route will be contracted out.

- E. Mid year requests may be considered if presented in writing. The employee will be placed on the bottom of the list if granted.

XIII. DISCIPLINE

Discipline may be grieved under the grievance procedure. The union shall be notified of any employee discipline action by regular mail postmarked within 72 hours of the action.

Discipline of an employee shall be imposed only for just cause. The Employer will generally discipline employees in such a manner so as to not unduly embarrass the employee in front of the public or other employees. Discipline shall only be imposed on an employee holding permanent status for just cause and shall be progressive; however, it is understood the progressive discipline includes the concept that more serious offenses may merit more severe penalties, up to and including immediate discharge.

XIV. OUT OF TITLE WORK

It is agreed that all employees shall be offered and given work based on their job title and the duties thereof. If an emergent need occurs within a certain job designation,

good faith efforts to assign the task to individuals within the affected job classification, and in accordance with the seniority provisions, shall be made prior to assigning out-of-title work. It is understood that the emergent need provision will not be used unreasonably.

XV. NO STRIKE/NO LOCKOUT

Section 1: During the term of this Agreement, the Union agrees that its goals and purposes are such that it does not condone strikes by bargaining unit employees or work stoppages, slowdowns, or any such actions, which would interfere with service to the public or violate the constitution or laws of the State of New Jersey.

Section 2: The Employer agrees that there shall be no lockout of employees during the term of this Agreement.

XVI. LAYOFF

- A. When it is necessary to lay off employees, the Union shall be notified as far in advance as practicable. The Employer shall provide the Union with seniority lists upon request.
- B. Total aggregate seniority with the Employer shall be a determining factor to be considered when identifying which permanent employees are to be laid off.
- C. Employees finally determined to be laid off and who leave the payroll shall be given thirty (30) working days notice.

XVII. CONTRACTING/PRIVATIZATION

The Board reserves its right to continue to use outside contractors to cover certain routes. Should the Board exercise its right to subcontract out the work of certain bargaining unit positions, the Board shall notify the Union in writing and, at its request, meet with the Union to negotiate the impact of its action on affected employees. The union may also present suggestions to save money in an effort to avoid privatization.

XVIII. LABOR-MANAGEMENT MEETINGS

Section 1: A committee consisting of the Employer and Union Representatives may meet for the purpose of reviewing the administration of the Agreement and to discuss problems which may arise there from. For the purpose of this Agreement, these meetings, which shall not exceed four (4) per year except upon mutual consent, are intended as a means of fostering good and sound employment relations through communications between the parties.

Section 2: Either party may request a meeting as indicated in section 1 above and shall submit a written agenda of topics to be discussed seven (7) days prior to such meeting.

Section 3: A maximum of two (2) employee representatives of the Union may attend such meeting and if held during regular work hours, they shall be granted time to attend without loss of pay. In addition, the Local and International Union Representative may attend.

XIX. MATERNITY LEAVE

Employees covered by the Agreement shall be entitled to maternity leave as hereinafter set forth. An employee shall notify the Employer of her pregnancy as soon as it is medically confirmed, but no later than the end of the third month of pregnancy, without good cause shown. Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing. Such employee shall be granted any earned and accumulated sick leave during the temporary disability period which includes the four weeks prior to the delivery date and four weeks after the actual date of birth. Requests for the use of accumulated sick time beyond the temporary disability period shall require a doctor's certificate indicating the necessity therefore. Subject to the approval of the Employer, the employee may request the maternity leave without pay in lieu of the use of earned and accumulated sick leave. Eligible employees may request family leave after the expiration of the temporary disability period. Once the temporary disability period and family leave entitlements have been exhausted, employees may request childrearing leave, without pay or benefits, for the duration of the school year in which the request is made.

XX. BEREAVEMENT LEAVE

Bereavement Leave shall be provided to all employees for up to five (5) days per incident at the time of a death in the employee's immediate family as hereafter defined: employees' spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's immediate household.

There shall be one (1) day per incident provided in cases of the death of a brother/sister-in-law, aunt, uncle, grandparent, grandchild, niece, or nephew.

Bereavement Leave shall not be cumulative and any such leave credit remaining unused by an employee at the end of the calendar year or upon separation from employment shall be cancelled.

The Employer reserves the right to require proof of the death.

XXI. SICK TIME

- A. All regularly employed Bus Drivers and Bus Aides employed as of the first day of the school year shall be entitled to 10 sick days each year. Employees serving for less than the full school year shall receive a pro-rated annual allotment of sick days to be earned at the rate of one day per month. Employees who do not utilize all of the days in any given year may carry over the excess days to the next work year.
- B. Sick leave may be taken in full days or half days.
1. Absences of more than a half day will be charged as a full day of sick leave.
 2. Absences of less than a half day will result in wage deductions for each hour absent.
 3. Employees reporting off sick must call in by 5:15 A.M. for all routes regardless of the start time of the route.

XXII. RETIREMENT

Each employee shall be entitled, upon retirement for service and age or disability from Public Employees' Retirement System ("PERS"), to receive a lump sum payment for earned and unused accumulated sick leave which is credited to him/her on the effective date of his/her retirement in the manner and to the extent provided for herein.

Such supplemental compensation payment shall be computed at the rate of one (1) day's pay for each four (4) days earned and unused accumulated sick leave based upon the employee's average annual compensation received during the last school year of his/her employment prior to the effective date of his/her retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$5,250.00, as set by the Board of Education.

The lump sum supplemental compensation provided for accumulated sick days shall in no way affect, increase or decrease any pensions or retirement benefits to such retired employee.

Notice of intention to claim the benefits provided herein must be made in writing to the Board on or before December 1st of the school year prior to the school year in which the retirement becomes effective. In the event that an employee fails to give notice by such December 1st date, the Board may defer payment of all or part of the benefit to the school year following retirement.

XXIII. SCHOOL CALENDAR

The Board reserves the sole and exclusive right to establish and/or modify the school calendar. The Union cannot file a grievance over the Board's action in establishing or modifying the school calendar. The union may file a grievance on the impact of such Board action on an employee's terms and conditions of employment.

Employees will generally work when the schools they service are in session pursuant to the Montgomery Township District calendar or the calendar of the applicable school which they service. Employees who work days beyond those contained in the Montgomery calendar shall be paid straight time for such additional days.

XXIV. JURY DUTY/WITNESS LEAVE

Employees covered under this Agreement shall be permitted leave with pay (as outlined below) when summoned for jury duty or when they are subpoenaed by a Court to appear as a witness in a legal matter, other than as a plaintiff in a matter filed against the Employer. A written request for such leave shall be given by the employee to his/her immediate supervisor at least two (2) weeks in advance. If an employee is subpoenaed as a witness in a Court proceeding, forty-eight (48) hours prior to the hearing, a copy of the subpoena shall be given to his/her immediate supervisor, and the employee shall be granted leave with pay (as outlined below) to attend the Court proceeding.

In all cases of leave with pay as described above, the employee will reimburse the Employer for any jury duty payment received beyond the regular salary amount. An employee who is not selected for a panel or is dismissed by the court is to report to his/her immediate supervisor to perform his/her mid-day and/or afternoon runs.

XXV. MILITARY DUTY

Military leave without pay shall be granted to members qualified under the provisions of N.J.S.A. 18A:6-33 in the manner and to the extent set forth in that statute.

XXVI. PERSONAL DAYS

- A. Bus Drivers and Bus Aides shall be entitled to utilize up to 2 personal leave days each year. Such days must be requested at least 48 hours in advance in writing to the appropriate supervisor unless the reason for the day is an emergency.
 - 1. If it is an emergency the reason for the day will be provided immediately upon the employees return.
 - 2. Any unused personal days at the end of the work year shall be accumulated as sick days for the next work year.

- B. Personal leave may be taken in full days or half days.
 - 1. Absence of more than a half day will be charged as a full day of personal leave.
 - 2. Absences of less than a half day will result in wage deductions for each hour absent.
- C. No more than two (2) personal leave requests will be granted to the driver group on any one day. Personal leave requests will be granted on a first applied, first approved basis. During the months of May and June, no more than one (1) personal leave request will be granted on any one day.
- D. Serious Illness in the Family - An allowance of up to a total of three (3) days per year may be granted at the sole discretion of the Superintendent, or designee, to care for members of the immediate family. The employee's immediate family is defined as: spouse, child, father, mother, brother, sister, and any other relative residing in the employee's immediate household. Serious illness in family days shall not be cumulative and any unused days at the end of the year shall be cancelled.
- E. Personal leave, once granted, shall not be withdrawn without the employee's consent.

XXVII. JOB POSTING

Section 1: The Employer agrees to post notices of district vacancies and newly created job titles.

Section 2: The Employer shall post said notices for a period of seven (7) working days on designated bulletin board within the worksite of the Employer, except for unit vacancies which occur during the school year.

XXVIII. SAFETY AND HEALTH

The Employer shall, at all times, maintain safe and healthful working conditions for its employees.

The Employer and the Union agree to meet periodically to review unsafe and unhealthful conditions, the availability of appropriate safety devices and to make recommendations to either or both parties as a Safety Committee.

XXIX. SENIORITY

- A. In all cases of layoffs and the selecting of routes, the employee with the greatest amount of seniority shall be given consideration provided that the employee has

the requisite ability. In the case of a dispute regarding this paragraph, written justification may be requested.

- B. Under the terms of this contract, the term "seniority" means the greater length of service that one employee has over another employee starting with his/her date of hire and continuing aggregately in titles within the bargaining unit only.
- C. A break in service shall terminate an employee's previously earned seniority. The following shall constitute a break of service: resignation, separation retirement, and failure to report after leave, failure to report to work for a period of two (2) consecutive scheduled working days without notification to the supervisor or designee of a reason deemed acceptable by the supervisor, or acceptance of other employment which conflicts with their assignment.

XXX. ACCIDENT PROCEDURES

The Board shall establish and maintain an Accident Review Committee to review all accidents involving Transportation Department employees. The Accident Review Committee will be made up of no less than Supervisor(s), Dispatcher, Mechanics, driver, union representative, attendant volunteer and Montgomery Police Officers.

A bus driver must report any accident or incident immediately at the time it occurs.

In addition to reporting accidents or violations while driving a school bus, an employee must inform the Board of the following violations while driving their personal vehicles as they may result in loss of license:

1. Speeding 15 M.P.H. or more above the posted limit; reckless driving; improper or erratic lane changes; following too closely or violating vehicle control law in connection with a fatal accident.
2. Under the influence of alcohol or a controlled substance or refusal to test.
3. Using any vehicle to commit a felony involving manufacture, distribution or dispensing a controlled substance.

XXXI. SUBSTANCE ABUSE TESTING

In accordance with CDL requirements, the Board may require a bus driver to be tested for alcohol or drugs under the following circumstances:

1. Pre-employment
2. Time of accident
3. Randomly
4. Return to work

5. Due cause.

The Board shall pay for the cost of drug testing in accordance with federal requirements. Any driver who tests positive for drugs or alcohol will be subject to Board Policy.

XXXII. EMPLOYER RULES

The district may consult with members of the bargaining unit prior to the adoption of rules or procedures. The district shall adopt and post reasonable rules, regulations or procedures as it may desire provided that these rules, regulations or procedures are not contrary to or in conflict with this Agreement.

XXXIII. DRESS CODE

- A. Transportation employees are expected to dress professionally at all times. Shirts must have sleeves or be tailored sleeveless. Clothing that is see-through is not permitted. Mini skirts are not appropriate at any time. Shorts must be dress-shorts; no cut-offs, spandex-type bike shorts or sweat shorts allowed. Slacks, jeans, khaki-type pants or sweat pants of good condition shall be permitted. Shoes shall be sturdy; sandals are acceptable but no flip-flops or spiked heeled shoes allowed.
- B. Identification badges must be worn at all times.
- C. The Board reserves the right to provide and require the wearing of uniforms by transportation employees.

XXXIV. LICENSURE, ENDORSEMENTS AND RENEWALS

- A. All employees shall be licensed as School Bus Drivers under New Jersey, or equivalent, Motor Vehicle regulations and shall possess a Class B Commercial license, the "S" School Bus endorsement, "P" Passenger endorsement and have no restrictions on driving a bus with air brakes.
- B. All employees shall maintain all endorsements and licenses by following federal regulation for Bus Driver physicals every two (2) years, fingerprinting and license renewals every four (4) years.
 - 1. Provided that the driver uses the Board physician all costs for the physical, including pre-employment will be borne by the Board.
 - 2. All license renewal fees will be reimbursed by the Board provided the employee presents a receipt within ten (10) days or license renewal.

3. All fingerprinting fees will be reimbursed by the Board for all current employees and for newly hired employees after 90-days of service.

XXXV. PROMOTION

- A. Promotion means the advancement of an employee to a job classification within the unit at a higher salary range.
- B. Upon promotion of a permanent employee, all earned sick leave and personal time shall be retained by the employee.
- C. Upon promotion, an employee shall be informed of his/her new rate of compensation at least one (1) week in advance of the effective date.

XXXVI. SPECIAL PROVISION - TRAINERS

In as much as bus driver and attendant training is presently done by bargaining unit employees, the title variant of Trainer should be applied to any driver or attendant who provides this service for the Employer.

A variant compensation of \$1.00 per hour shall be applied to the hourly wage of any district approved driver or attendant trainer for hours spent functioning as a trainer only. All driver and attendant training time must be pre-approved by the Transportation Supervisor.

Newly hired bus drivers may be reimbursed for their training time up to a maximum of twenty (20) hours. Newly hired bus attendants may be reimbursed for their training time up to a maximum of five (5) hours. This time will be paid at the lowest step of the salary guide and submitted with the first vouchers due once hired.

XXXVII. ACCESS TO PERSONNEL FILE

- A. Upon request and with reasonable notice, an employee shall have the opportunity to review and examine pertinent documents including those related to performance evaluation and conduct in his/her personnel history file or in any permanent supplementary personnel file. The Employer shall honor the request of such employee for copies of documents in the file within a reasonable time period. The Employer shall have the right to have such review and examination take place in the presence of an appropriate official of the agency or department in question. The employee may file a written response of reasonable length to any memoranda or documents which are derogatory or adverse to him/her. Such response will be included in the relevant permanent personnel history file or permanent supplementary personnel file and will be attached to and retained with the document in question. If any material, derogatory or

adverse to the employee is placed in the file in question, a copy of such material shall be sent to the employee.

- B. No document or complaint of anonymous origin shall be used against any employee.
- C. Copies of any written documents specifically related to discipline or the work performance of an employee which are relied upon by the Employer during any disciplinary proceedings, grievance hearing, or in any final evaluation report, will be given to the employee and/or the Union upon request.
- D. A copy of specific written material which is derogatory or adverse to an employee and is in the possession of the Employer or its representatives, and which, has not been previously transmitted to the employee, shall be provided to the employee when such written material is to be relied upon in any adverse personnel action resulting in disciplinary proceedings, or in any evaluation report rendered.

XXXVIII. STATE LAW

- A. This agreement is at all times subject to the law of the State of New Jersey. That law, as reflected in the policies of the Board, state statutes, regulations or administrative and judicial decisions, as same from time to time may be modified or revised, shall apply to the parties irrespective of any contract clause herein to the contrary.
- B. SAVING CLAUSE. If any provision of this Agreement shall conflict with any Federal or State Law or regulation, or that specific provision of the Agreement shall be deemed amended or nullified to conform to such. The other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. Upon request of either party, the Employer and the Union agree to meet and renegotiate any provision so affected.

XXXIX. DUES AND REPRESENTATION FEES

- A. The Employer agrees to deduct the Union dues from the salaries of its employees, subject to this Agreement, such as deductions shall be made in compliance with N.J.S.A. 34:13A-1 et seq. and members shall be eligible to withdraw such authority during January and July of each year as prescribed by law.
- B. The deduction of full dues shall be made only for each employee who individually requests, in writing, that such deductions be made.

- C. The Employer further agrees to deduct, in accordance with P.L. 1979, Chapter 477, as it relates to the Agency Shop provisions, from the pay of each employee covered by the Agreement who does not furnish a written authorization for deduction of Union dues, a representation fee equal to 85% of the Union dues, as may be certified to the Employer by the Union at least thirty (30) days prior to the month in which the deduction of dues is to be made, commencing ninety (90) days after the date of hire of such employee. However, in the event of rehire, such dues shall commence after thirty (30) days of rehire. The Union must provide the Employer with a copy of its demand and return system.
- D. The amounts to be deducted shall be certified to the Employer by the Union and aggregate deduction of all employees shall be remitted to the Union, c/o Communications Workers of America, Secretary/Treasurer, 501 Third Street, NW, Washington, DC 20001-2797 by the tenth (10th) day of the month following the calendar month in which said deductions are made, together with a list of names, and the amount of the deduction.
- E. The Union shall indemnify, defend, and hold the Employer harmless against any and all claims, demand, suits or other forms of liability that may arise out of or by reason of action taken by the Employer in reliance upon official notification on the letterhead of the Union of such deductions.

XL. PRINTING AGREEMENT

Within thirty (30) days after the end of negotiations the typing of proof copy shall be completed by the designated party. Following thirty (30) days thereafter, both parties will have completed the proof reading. Upon mutual agreement to the accuracy of its content, the parties will sign the contract.

Within ninety (90) days after the signing of this Agreement, the Union will reproduce this agreement in sufficient quantities so that each employee shall receive a copy, and so that there are sufficient, additional copies for distribution to employees hired during the term of this Agreement and for additional copies to the Employer. The Union shall distribute such copies of the Agreement to all employees in the unit and to the Employer within a reasonable period of time after the Agreement has been executed.

XLI. TERMS OF AGREEMENT

The terms and effect of this Agreement shall be in force commencing July 1, 2010 and shall remain in effect and full force through June 30, 2011.

The Employer and the Union acknowledge this is to be their complete Agreement.

WITNESS:

**MONTGOMERY TOWNSHIP
BOARD OF EDUCATION**

BY: _____
Thomas Venanzi
Board Secretary/
Business Administrator

BY: _____
R. David Pettit
Board President

DATED:

DATED:

WITNESS:

**THE COMMUNICATION WORKERS OF
AMERICA, AFL-CIO, LOCAL 1040**

BY: _____

BY: _____
Association President

DATED:

DATED:

APPENDIX A - BUS DRIVER SALARY GUIDES AND PLACEMENT CHARTS

Bus Driver Salaries - 2010-2011

Step	Rate
1.....	\$18.53
2.....	\$19.14
3.....	\$19.32
4.....	\$19.69
5.....	\$20.05
6.....	\$20.78
7.....	\$21.57
8.....	\$23.14
9.....	\$23.69
10.....	\$26.98

Salary Placement Chart - Bus Drivers

2009-2010 Step		2010-2011 Step
1	⇒	1
2	⇒	2
3	⇒	3
4	⇒	4
5	⇒	5
6	⇒	6
7	⇒	7
8	⇒	8
9	⇒	9
10	⇒	10

APPENDIX B - BUS AIDE SALARY GUIDES AND PLACEMENT CHARTS

Bus Aide Salaries - 2010-2011

Step	Rate
1.....	\$11.24
2.....	\$11.85
3.....	\$12.45
4.....	\$14.28

Salary Placement Chart - Bus Aides

2009-2010 Step		2010-2011 Step
1	⇒	1
2	⇒	2
3	⇒	3
4	⇒	4