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A G R E E M E N T

between.

MATAWAN REGIONAL SCHOOL DISTRICT BOARD OF EDUCATION

and

MATAWAN REGIONAL TEACHERS ASSOCIATION

(Bus Drivers)

.....
SEPTEMBER 1, 1977 through JUNE 30, 1980

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PREAMBLE

THIS AGREEMENT, made and entered into the 29th day of August, 1979, between the MATAWAN REGIONAL SCHOOL DISTRICT BOARD OF EDUCATION, hereinafter referred to as the "Board", and MATAWAN REGIONAL TEACHERS ASSOCIATION, a labor organization hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the Association has presented proof that it represents a substantial majority of a unit composed of school Bus Drivers,

and

WHEREAS, the Board, by virtue thereof, has recognized the said Association as the sole and exclusive bargaining agent for all school Bus Driver employees of the Board;

and

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of all school Bus Driver employees of the Board with respect to the terms and conditions of employment,

NOW, THEREFORE, it is mutually agreed between the parties, as follows:

ARTICLE I
RECOGNITION

A. Representation

The Board hereby recognizes the Association as the sole and exclusive representative for collective negotiation concerning the terms and conditions of employment herein provided for all School Bus Driver employees now employed or to be employed by the Board.

B. Bargaining Unit

The bargaining unit shall consist of all school Bus Driver employees of the Board. All other employees of the Board are excluded from the collective bargaining unit.

C. Definition

Wherever used herein the term "employees" shall mean and be construed only as referring to a school Bus Driver employee of the Board.

ARTICLE II

MANAGEMENT RIGHTS CLAUSE

A. 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 but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while said employees are engaged in the performance of their duties.

2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment or their dismissal or demotion; and to promote, and transfer all such employees to relieve employees from duty because of lack of work or other legitimate reasons. Where the Board has adopted procedures in the above areas, the Board will follow said procedures.

3. To decide upon the means and methods of operations, the selection of materials and equipment.

4. To determine work schedules, the hours of work, and the duties, responsibilities and assignments of employees with respect thereto, subject to this Agreement.

5. To take whatever actions may be reasonably necessary to carry out the mission of the school district in situations of emergency.

6. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and Laws of the State of New Jersey, and the Constitution and Laws of the United States.

ARTICLE V

PROBATIONARY PERIOD

A. The first thirty (30) days of employment for all new employees will be considered a probationary period for purposes of this Agreement. The Board, through its representatives, may request of the Association an extension of the probationary period for an additional thirty (30) days where the Board believes the thirty (30) day probationary period is insufficient. In all cases where this request is reasonably justified, the same will be granted.

B. During the aforementioned probationary period, the Board may discharge such employee for any reason whatsoever. An employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Board shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

ARTICLE VI

SENIORITY

A. The Board shall establish and maintain a seniority list 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 name 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.

The seniority of each employee shall date from the employee's date of last hiring with the Board.

B. New employees retained beyond the probationary period shall be considered regular employees and their length of service with the Board shall begin with the original date of their employment and their names placed on the "Seniority List". Such seniority list shall be kept up to date with additions and subtractions as required.

C. Employees seniority shall be deemed lost for the following reasons:

1. Justifiable discharge.
2. Resignation.
3. Layoff for a period of one (1) year.
4. Failure to reply within eight (8) days after an employee is notified by registered letter delivered to last known address by Board on recall of layoff.

Article VI - Seniority continued:

D. One (1) Shop Steward shall have top seniority for purposes of layoff.

ARTICLE VII
WORK SCHEDULES

A. The normal work week shall consist of not more than forty (40) hours and shall be comprised of five (5) consecutive days.

B. Any work performed beyond forty (40) hours in any work week shall be considered overtime and compensated for at one and one-half (1 1/2) times the regular hourly rate of pay.

C. It is understood that holiday pay shall be considered as time worked for the purpose of computing overtime.

D. The Board shall notify the employees of any Saturday or Sunday work not later than the end of the shift on Thursday of that week, except for emergencies.

E. In the event an employee reports for work without having been previously notified that there is no work, the employee shall be guaranteed four (4) hours pay at his regular rate of pay. In the event of school closing due to inclement weather, notification of closing to the Lead Driver one-half (1/2) hour prior to normal starting time shall constitute proper notification.

F. Overtime shall be distributed as equally as practical among the employees qualified and capable of performing the work available. Overtime work offered but refused by any employee shall be counted as overtime worked for the purpose of determining the equitable distribution of overtime.

G. Hours and days of work shall be established in accordance with the School Calendar annually adopted by the Board of Education.

ARTICLE VIII

FORCE REDUCTION

A. The Board agrees that it will not engage any new employees unless all of the employees presently employed are working.

B. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Board. The employee with the least seniority shall be laid off first and in rehiring, the same principle shall apply, namely, the last employee laid off shall be the first to be rehired.

C. The Shop Steward and the employees involved in such lay-off shall receive seventy-two (72) hours notice prior to any lay-off.

ARTICLE IX

GRIEVANCE PROCEDURE AND ARBITRATION

A. Any grievance of any employee shall be discussed between the employee and his immediate superior or his designated representative within thirty (30) days from its occurrence.

1. If not settled there, and provided the grievance involves interpretation or application of the terms of this Agreement, the Association may, within five (5) days of the immediate superior's final decision, submit the matter to the Board in writing. The grievance shall be reviewed by representatives of the Association and by a Committee of the Board, designated by the Board President. This shall be done not later than ten (10) working days following the receipt of the Association's communication by the Board Secretary. The Board Committee shall communicate their decision in writing to the Association not later than five (5) working days following the meeting.

B. In the event the grievance is not satisfactorily settled by the above procedure, within ten (10) days thereafter, then both parties agree that either party may request the Public Employment Relations Commission to appoint an arbitrator who shall have full power to hear and determine the dispute, and whose decision shall be final and binding.

C. The time limits herein provided for may be extended by mutual agreement.

D. The arbitrator shall have no authority to change,

Article IX - Grievance Procedure
and Arbitration continued:

modify, alter, substitute, add to, or subtract from the provisions of this Agreement. The cost of the services of the arbitrator shall be borne equally by the Board and the Association, and any other expenses shall be borne by the party incurring same.

ARTICLE X

HOLIDAYS

A. Employees shall be paid for a total of 188 days. In the event that schools are open more than 180 days, and employees are required to work more than 180 school days, they shall receive additional compensation for all time worked over 180 school days. Employees who work on any of the following legal holidays shall be paid for such work at one and one-half (1 1/2) times the employees regular rate of pay:

Veterans Day	Washington's Birthday
Thanksgiving Day	Good Friday
Christmas Day	Memorial Day
Lincoln's Birthday	Columbus Day

B. The intent of the above schedule is to establish the number of holidays. All holidays must coincide with the school calendar. In the event a listed holiday is in conflict with the school calendar, the listed holiday shall be deleted and a mutually agreed to holiday substituted for the deleted holiday.

ARTICLE XI

ABSENCE

A. Sick Leave

Ten (10) days sick leave each year shall be granted to all employees and the same shall be cumulative from year to year. Employees on sick leave may be required to furnish a physician's certification of illness or other proof of illness satisfactory to the Board after the third (3rd) day of absence. However, the Board retains the right to require a doctor's note any time it deems necessary, due to suspected abuses of the sick leave provisions or if a pattern of absence is evident. Employees shall be given a written accounting of their accrued sick leave no later than September 15 of each school year.

B. Jury Duty

An employee who is called and/or serves on jury duty shall be paid the difference between the daily fee allowed by the Court and straight time pay for scheduled working time lost.

C. Death in Family

In the event of the death of a spouse, parent, mother-in-law, father-in-law, brother, sister or a child, the employee shall be excused, without loss of pay, from the day of the death to the day after the funeral, inclusive, provided the absence does not exceed five (5) work days.

D. Leave of Absence

Upon timely application, employees may apply to the Board for a leave of absence without pay for a period not exceeding ninety (90) days without loss of benefits. The reason for such request shall be made known to the Board, and



Article XI - Absence continued:

bargaining unit member's immediate family from high school, college or professional school.

b. Members of the bargaining unit shall give the Superintendent, or his designee, at least one (1) day's notice.

ARTICLE XII

RIGHTS AND BENEFITS

A. Non-Discrimination

It is agreed that the parties hereto will not discriminate against any employee because of race, color, creed, religion, nationality, or sex, and further, that no employee shall be discriminated against or interfered with because of Association activities, so long as such activity does not interfere with, or interrupt, the normal conduct or maintenance of the School System.

B. Military Service

The Board agrees to pay an employee for all reasonable time lost in reporting for a physical examination for Military Service.

ARTICLE XIII

HEALTH BENEFIT INSURANCE

A. The Board agrees to provide for each employee and his eligible dependents, full coverage in the New Jersey Public and School Employees Health Benefit Plan. This State Plan, administered by the Division of Pensions, consists of Blue Cross, Blue Shield, Rider J coverage, plus liberalized benefits and supplementary Major Medical coverage underwritten by the Prudential Insurance Company. The Board agrees to pay the full premium on behalf of the employee and his dependents for the Blue Cross, Blue Shield, Rider J and Major Medical coverage.

B. Pursuant to State Law, all employees are required to participate in the State of New Jersey Public Employees Retirement System.

C. Commencing July 1st, 1978, the Board will pay up to an additional \$130.00 per annum over the 1976-77 payment per employee for expansion of the New Jersey Dental Service Plan (known as the Delta Incentive Plan) coverage from single to full family coverage.

D. Commencing in 1979-80 the Board will pay up to \$90.00 per employee per annum for a prescription insurance coverage plan.

ARTICLE XIV

DISCHARGE

A. There shall be no discharge except for just and sufficient cause, except that a newly engaged employee shall be subject to dismissal for any cause whatsoever prior to the expiration of the probationary period or any extension thereof. The Association shall be notified in writing of the discharge of any employee at the time of such discharge, which notification shall set forth the reason for the discharge.

ARTICLE XV

MISCELLANEOUS PROVISIONS

A. No employee shall make or be requested to make any agreement, or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.

B. The Board shall provide reasonable bulletin board space for the posting of Association notices to its members, said posting to be subject to the approval of the Board Secretary.

C. Employees not included in the bargaining unit shall not be permitted to perform the duties of employees in the aforesaid bargaining unit, if bargaining unit employees are available.

D. No clause in this Agreement, shall be construed or interpreted as to imply any lowering of present wages or working conditions.

E. Nothing herein shall be construed to prohibit the Board of Education from using volunteer drivers for those special trips where volunteers are available and the Board chooses to use them.

F. Each Bus Driver shall receive reimbursement up to \$10.00 towards the cost of the annual medical examination.

G. Each Bus Driver shall receive a \$4.00 reimbursement for obtaining a special Bus Driver's license.

ARTICLE XVI

SEPARABILITY AND SAVINGS CLAUSE

A. In the event that any provision of this Agreement shall at any time be declared invalid by any Court of competent jurisdiction or through government regulation or decree, such decision shall not invalidate the entire Agreement; it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XVII

WAGES

A. Hourly rates are established in accordance with the following schedule. "First Year" shall mean the period September 1, 1977 to June 30, 1978. "Second Year" shall mean the period September 1, 1978 to June 30, 1979. "Third Year" shall mean the period September 1, 1979 to June 30, 1980.

	<u>First Year</u>	<u>Second Year</u>	<u>Third Year</u>
Substitute and Probationary Drivers	\$ 4.55	\$ 4.92	\$ 5.23
Single Rate	5.04	5.45	5.80
Lead Driver	5.48	5.93	6.31

21%

ARTICLE XVIII

DURATION OF AGREEMENT

This Agreement shall become effective as of the date hereof, and shall continue in full force and effect until and including June 30, 1980. However, salaries for the year 1977-1978 shall be retroactive to July 1st, 1977. Salaries for the year 1978-79 shall be retroactive to July 1st, 1978.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers as of the day and year first above written.

MATAWAN REGIONAL TEACHERS
ASSOCIATION (BUS DRIVERS)

By:

Margaret [unclear]

MATAWAN REGIONAL SCHOOL DISTRICT
BOARD OF EDUCATION

By:

Richard J. Brown