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CONTRACT

between

Marlboro Township

THE BOARD OF EDUCATION

of the

TOWNSHIP OF MARLBORO

and

MARLBORO TOWNSHIP BUS DRIVERS ASSOCIATION

1988-89, 1989-90, 1990-91

X July 1, 1988 - June 30, 1991

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ARTICLE 1

RECOGNITION

The Board hereby recognizes the Marlboro Township Bus Driver's Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all regular bus drivers and bus attendants employed by the Board. For the purposes of this paragraph regular bus drivers and bus attendants 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 fifteen (15) days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time. During negotiations, 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 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) working days, present the grievance to the Board's Business Administrator, who shall promptly schedule a second step hearing. At this hearing, the grievant may be represented by the Association. The Business Administrator 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's Superintendent of Schools who shall promptly schedule a third 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.

4. STEP FOUR;

If the employee is not satisfied with the third 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.

5. STEP FIVE;

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 be delivered with written request for arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable 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 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 grievances, 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 1 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

1. 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.

2. 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 employee.

3. 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.

4. Summer work shall be posted within two (2) days of receipt by the Transportation Coordinator of the Superintendent's approval scheduling the work.

5. Whenever an employee is required to work when Marlboro schools are closed said employee shall be entitled to be paid at one and one-half times the regular rate.

ARTICLE 7

DAILY WORK HOURS

A. 1. The work day shall consist of such time as is assigned to complete the run or runs selected by the employee as elsewhere herein provided.

2. The run assignment shall require the driver to sign the daily check-in list and note the time according to bus number and shall provide 10 minutes preparation time.

The bus attendant shall sign the daily check-in list and note the time according to their contract.

3. In the event a run is alleged to require a longer time than is assigned, the employee may within ten (10) working days of the assignment request that the Transportation Coordinator or a designee review the time assigned. The employees shall carry out the run under normal circumstances to check the time assigned. In the event the time allowed is inadequate in the judgment of the Transportation Supervisor, he/she shall submit a revised time allowance to the Board for modification of the driver's contract and attendants time if applicable and payment will be based on the revised time.

4. It is understood that the minimum time assigned daily shall be four hours. In the event an assigned run actually requires less time, the employee shall be paid for four (4) hours but shall be available for bus runs or other duty when required.

Drivers with noontime and midday runs shall be compensated a minimum of one (1) hour.

5. In connection with both Subsections above, it is agreed that a variation of five (5) minutes in time assigned shall be considered an immaterial variation.

6. In the event a driver and attendant 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.

7. In the event the Transportation Coordinator deems it necessary to change runs permanently he/she has the right to do so provided the Transportation Coordinator gives a written statement of reasons to the employees affected at least twenty-four (24) hours prior to the implementation of the change. The employee shall have the right of appeal up to and including the Business Administrator through discussion. The change so effected shall not be grievable.

8. In the event of a delayed school opening and in the further event that an employee has not received notice of the delayed opening and reports for duty at his/her usual starting time, the employee shall be compensated at his/her regular rate of pay for the time between the usual starting time and the delayed opening. Employees with noontime runs shall be compensated for layover time of thirty (30) minutes or less.

B. In connection with selection of runs by members of the bargaining unit:

1. Such selection process shall take place in a period

commencing in the last seven (7) days of August and ending with the opening of school. All employees will be informed of the date of the run's selection on or before the last day of school in writing. The selection of runs shall be staggered over a period of two (2) days and are part of the 24 hours provided for in Article 6. Selection day and orientation day are guaranteed four (4) hour minimum. An employee may have his/her package selected by another employee provided a signed written statement of authorization is delivered to the Transportation Coordinator prior to selection day.

2. Route packets shall be available for review by an Association review committee 48 hours prior to the day scheduled for selection of routes by bargaining unit members. The review committee shall consist of four (4) representatives of the association or their designees who shall perform their duties on their own time and at their own expense.

3. Run packets shall be clearly marked to indicate route numbers; vehicle types; starting and finishing times; schools served; and the estimated time of the overall packet.

4. It is understood that the Board of Education may hire from time to time drivers who are unassigned to specific runs, known as floating drivers who are members of the bargaining unit. In the bid selection process, members of the bargaining unit may opt to become floating drivers with a four and one-half (4 1/2) hour guarantee.

5. In the event that after selection of packages and prior to the opening of school a selected package becomes available, said package must be posted in accordance with Article 11, Section A.

6. In the event an employee selects a permanent addition to his/her package, said employee's contract time and pay shall be retroactive to the date on which same became effective and shall be acted upon by the Board of Education at their next regularly scheduled meeting following the addition. The effective date shall be the date certified by the Transportation Coordinator and accepted by the employee in writing. It is understood, however, that the provisions of this paragraph are not applicable to the Special Education runs. With regard to changes in Special Education runs, pay will be made based on time sheets covering the extra work. Changes will not become permanent additions to the run until final determination has been made by the Transportation Coordinator who will have 60 days from the date of change to certify if the change shall be made permanent.

7. In the event it becomes necessary to reselect runs, the selection procedure in 7B1 shall be used.

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 the employee's regular rate of pay.
- B. All assigned work performed on Saturday, Sunday or other days during the school year when school is scheduled to be closed shall be paid for at one and one-half times the regular rate of pay of the employee involved.
- C. If an employee works the calendar of another district exclusively, the premium rate shall not apply even though the Marlboro schools are closed. In the event an employee works the combined calendar of Marlboro and another district, the premium rate shall apply only if the Marlboro schools are closed.

ARTICLE 9

EXTRA WORK

A. Activity Runs

1. Activity runs shall be on a voluntary basis and shall be assigned for a five (5) working day period. When the drivers sign up for the list of regularly scheduled activities at the beginning of the school year, the list shall be considered closed (after the expiration of five (5) working days from the opening of school) to all except employees subsequently hired during the school year. New employees shall have five (5) working days from their date of hire to place their names on the list.

In the event the number of available drivers on the list falls below nine (9) the list shall be reopened for a period of five (5) working days. If at any time there are more available drivers than there are jobs available, then assignments shall be made on a seniority rotational basis. In the event an insufficient number sign the activity list, then the Transportation Coordinator reserves the right to assign as required. Probationary employees shall be eligible to bid.

2. An activity run which is completed after seven o'clock (7:00 pm) prevailing time shall entitle the driver to a supper allowance of seven (7) dollars.

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

4. Activity runs shall be posted and assigned on the day prior to the event or whenever possible, but always by 11:00 am, on the day of said run. In the event a driver is unable to perform their scheduled activity run, the driver shall notify the Transportation Coordinator no later than 1:30pm, on the day of said run. In such an event, the run shall be offered to activity drivers in order of seniority. If no activity driver accepts said run, the Transportation Coordinator shall offer it to drivers who have signed the extra work sheet for that day. Only the scheduled driver shall be charged with having taken their turn. Should a scheduled driver be absent from work or activity runs are scheduled late, the run shall be offered by seniority. In the case of a late posting, no one will be charged.

5. Activity runs will be guaranteed a minimum of one (1) hour. When an activity run does not start immediately following the completion of the driver's regular work day and the layover time is less than two (2) hours, the driver shall be compensated for the layover time at his regular rate of pay.

6. In the event a scheduled activity run is cancelled the driver shall be notified prior to the start of the afternoon runs. In the event such notice is not given, the driver shall be compensated by payment of one (1) hour at his regular rate.

B. Field Trip Assignments

1. All approved field trips shall be posted as they are received by the Transportation Coordinator or his designee and employees shall be assigned to the posted trips as soon as practicable.

2. Trips shall be assigned by the Transportation Coordinator or his/her designee according to availability, and on a seniority rotational basis.

3. An employee who accepts a trip shall be held responsible for operating the run. The assigned employee shall be considered as having accepted the assignment unless within forty-eight (48) hours of posting, the employee assigned shall give a written notice that he/she cannot accept the trip. In that event, the employee will be charged with the trip and the trip shall be assigned to the next senior unassigned employee and be so charged.

4. In the event that an employee is requested to take a field trip on an emergency basis, i.e., the employee who is requested to take the trip is given less than twenty-four (24) hours notice of the trip, the employee may refuse the trip and not be charged with refusal. In the event of an emergency as above defined, the Transportation Coordinator or his/her designee shall call the next two (2) employees on the seniority list to secure a replacement. In the event of two (2) refusals or inability to contact the two (2) employees, the Transportation Coordinator shall secure an employee without reference to the seniority list. Neither the employees who refused nor the employee who accepts shall be charged, and the next trip shall be assigned by reference to the seniority list.

5. Employees with noonday runs (Kindergarten) shall always be assigned the trips the Kindergarten classes take, from the employees respective schools assigned.

6. A separate list for evening and weekend trips shall be maintained and assigned from the seniority list in order of rotation. Only management has the right to reassign these trips in order of seniority.

7. The Transportation Coordinator shall post two (2) field trip lists. One shall be the employees without noonday runs in order of their seniority and the other shall be the employees 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 employees without noonday runs in order of seniority. Employees with noonday (kindergarten) runs shall be assigned only the trips the Kindergarten classes take, except when no four hour employees are available. These trips will be assigned according to seniority from the second list.

8. An employee who accepts a trip shall be held responsible for operating the run or else securing a replacement employee from the regular approved staff.

9. In the event of a refusal to accept a trip, the employee will be charged with the opportunity and the trip shall be given to the next senior unassigned employee who will accept the trip.

10. Field Trip Incentive

A driver who is assigned a field trip to Manhattan shall receive a lump sum payment of \$15.00 for completion of the field trip.

A driver who is assigned a field trip to the city of Philadelphia shall receive a lump sum payment of \$15.00 for completion of the field trip.

An employee assigned to a field trip having a duration of eight (8) hours or more shall receive payment of seven dollars (\$7.00) food allowance.

C. Cancellations

1. If a cancellation takes place by anyone other than the driver, that driver shall be assigned the next unassigned trip.

2. In the event the assigned driver is not notified of a cancellation at commencement of the work day of the trip, the driver shall be paid for two (2) hours at his/her regular rate of pay.

D. Itinerary

Upon the driver's request, an itinerary and directions will be provided the day before the field trip. In the absence of such a request, it shall be assumed that the employee knows the most direct route to and from the field trip destination.

E. Substitute Kindergarten Runs

1. Each morning prior to commencement of regular runs, any employee who would otherwise be free and who desires to take a Kindergarten run which is available as a result of the absence of a regular employee, shall sign by 8am, a list posted for that day. The Kindergarten run shall be assigned on the basis of seniority.

2. In the event there should be any extra work available as a bus attendant, it shall be posted on a sign-up sheet and seniority and availability shall prevail.

F. Bus Inspection

Mechanics are the first choice for the assignment of taking buses for State Inspection. In the event a driver is used for that function, the first preference shall be the driver assigned to that vehicle if that driver is available.

In the event the regularly assigned driver is not available, seniority shall be used as a basis for the assignment based on the extra work sign up sheet.

Scheduling of bus inspections is a management prerogative.

G. Bus Evacuation Drills

1. It is understood that bus evacuation drills shall not be considered field trips, but drivers shall be assigned by seniority.

2. An employee may not refuse or give away an evacuation drill and then sign up for a more desirable segment of work.

3. Guaranteed minimum time for such drills shall be one-half (1/2) hour and employees shall be compensated for all time spent.

H. Management shall always check the extra work sign up sheet for distribution of such work before assigning it at his/her discretion.

ARTICLE 10

WORK SCHEDULE

A. Regular Schedule Posting

1. A written work schedule showing employee's work hours shall be posted by management. The scheduled runs for each employee shall be available as soon as firmed but not later than ten (10) days after the first day of school for students. In the event of a change to an employee's schedule, the changes shall be noted not later than five (5) work days after formal Board approval.

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

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

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

5. In the event it becomes necessary to reselect packets, new work schedules shall be posted after ten (10) working days of reselection.

B. Employee Assignments

1. Employees shall select their route at the beginning of each year upon the basis of seniority as elsewhere defined in Article 12 and subject to the provisions of Article 7.7.

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 employee.
b. In the event the regularly contracted employee cannot cover contracted run it shall be posted as extra work and seniority shall prevail.

ARTICLE 11

EMPLOYMENT PROCEDURES

- A. 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 for three (3) working days so other employees may bid for vacant runs. There can, however, be no more than two (2) bumps as a result of said vacancy.
- B. Employees shall be notified of their contract and salary status, when available, for the ensuing year no later than April 30.
- C. 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 PERC.
- D. If a substitute desires to become a regular contracted employee 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 employee 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.

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 systemwide 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 employees, in order, until the name of the employee with the shortest length of service appears at the foot of the list. If

there are any changes in the list as posted, it shall be updated within ten (10) working days of Board action.

Probationary 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/she desires to return to the work involved in the recall. If he/she fails to reply or if he/she indicates that he/she does not desire to return to such work, he/she shall forfeit all of his/her seniority and all rights to recall. If he/she indicates that he/she desires to return to the work involved in the recall notice, then he/she shall report for such work no later than one (1) week from the date he/she receives the recall notice or within such period of time as is set forth in a written extension of time signed by the Director of the department or his designee. In the event he/she shall fail to so report to work, he/she shall forfeit all of his/her seniority and all rights to recall. Seniority shall not be accumulated during the period of layoff. Upon recall the appointed employee shall have his/her accumulated seniority to the date of layoff.

C. Newly hired employees shall be considered as probationary employees during their first ninety (90) 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. 1. The date of the first day that a regular contracted driver operates a school bus or van of the Marlboro Township School District transporting children to or from a Marlboro Township School shall be used in determining the driver's employment date. In the event of two or more drivers starting on the same day, the date on which the Board acknowledged receipt of the application for employment shall be used in

determining the driver's employment date.

2. The date of the first day that a regular contracted bus attendant performs his/her duties for the Marlboro Township School District shall be used in determining the attendants employment date. In the event of two or more attendants starting on the same day, the date on which the Board acknowledged receipt of the application for employment shall be used in determining the attendants 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

The Board of Education agrees to pay one hundred (100%) percent of the cost for each member of the bargaining unit who subscribes to the group prescription plan. It is understood that the benefit covers the employee's dependents.

C. Dental Plan

Effective with this agreement, the Board of Education shall fund a family dental plan for all eligible employees. Effective 1989-90 the maximum annual rate will be \$363 per employee.

ARTICLE 14

SALARIES

A. The salary of each employee covered by this Agreement is set forth in Schedule "A" for drivers and schedule "B" for bus attendants which is attached hereto and made a part hereof.

B. Each employee employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

C. When a 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

1. Employees in the bargaining unit shall be evaluated in writing at least once each year no later than March 31st.

2. A conference concerning the evaluation shall be held with the employee. The employee shall be given a copy of the evaluation report at the conference and shall have the right to respond in writing to it. A copy of the response shall be attached to the evaluation report provided it is given to the evaluator no later than fifteen (15) calendar days following the conference.

3. The employee shall sign a copy of the evaluation report to acknowledge receipt of a copy of same, but the signature shall not constitute agreement with the contents of the report. No employee shall be required to sign a blank or incompleated evaluation form.

4. Probationary employees shall have three (3) written evaluations prior to the expiration of the 90-day probationary period.

ARTICLE 16

PERSONNEL FILES

A. Personnel Records

An employee shall have the right, upon request, to review the contents of his/her 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/her 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/she 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/her answer shall be reviewed by the Assistant Business Administrator or his/her designee and attached to the file copy.

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

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 in the bargaining unit shall be entitled to twelve (12) sick leave days each school year as of the first official day of said year.

Employees hired after the beginning of the school year shall receive sick days prorated to the date of hire.

Unused sick leave days shall be accumulated from year to year with no maximum list.

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 worker'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.

7. Each steadily employed individual who retires under a state administered retirement system after twenty (20) years of service in the Marlboro Township School District shall be entitled, upon retirement, to a supplemental compensation payment of eleven percent (11%) of the unused portion of accumulated sick leave days credited to such employee as of the last day of employment which shall be known as "Paid Retirement Sick Days". Any such employee credited with "Paid Retirement Sick Days" shall receive, upon retirement, a lump sum salary payment in the following manner:

Ten (10) month employees will have their "Paid Retirement Sick Days" (total accumulated sick leave x 11%) multiplied by 1/200th of their final year's salary to arrive at the lump sum salary payment they are to receive as supplemental compensation upon retirement. For example, if an employee, upon retirement, earned \$15,000.00 in the last year of employment and had accumulated 100 sick leave days, such employee would receive

a lump sum supplemental compensation benefit of \$825.00, computed in the following manner:

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

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

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.

2. The Board may at its discretion grant a leave of absence, without pay, for child care purposes for the balance of the school year in which the birth/adoption occurs to employees who were under contract at the time of delivery/adoption of the child.

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. In the event of the death of an aunt or uncle, the employee shall be entitled to the day of interment.

3. An allowance of up to three (3) days leave shall be granted for personal matters other than stated above. Written requests shall be submitted for approval three (3) days in advance of the date requested through the employee's 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.

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

One Day	\$20.00
Two Days	40.00
Three Days	60.00

D. Long Term Leave

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

ARTICLE 18

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 Board of Education
1980 Township Drive
Marlboro, New Jersey 07746

2. If by the Board, to the Association at:

Marlboro Township Bus Drivers' Association
1980 Township Drive
Marlboro, New Jersey 07746

G. The Board will supply to the Association a quantity of 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.

I. District vacancies shall be posted in the Transportation building.

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

REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from July 1 to the following June 30) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

C. Deduction and Transmission of Fee

1. Notification- On or about the 15th of September of each year the board will submit to the Association, a list of

all employees in the bargaining unit. On or about December 1 of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

2. Payroll Deduction Schedule- The Board will deduct from the salaries of the employees referred to in Section C-1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January.

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

4. Mechanics- Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes- The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or in the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board receive said notice.

6. New Employees- On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, death.

ARTICLE 21

DURATION OF AGREEMENT

This Agreement shall become effective July 1, 1988 and shall continue in effect until June 30, 1991.

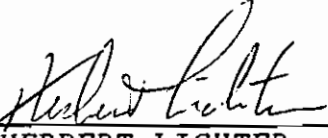
IN WITNESS WHEREOF, the Association has caused these presents to be signed by its authorized officers and the Board has caused these presents to be signed by its President attested by its Secretary, and its seal to be affixed on the day and year first above written.

MARLBORO TOWNSHIP BOARD OF EDUCATION

ATTEST:



RAYMOND A. PROIETTI, SECRETARY

By: 

HERBERT LICHTER, President

MARLBORO TOWNSHIP BUS DRIVERS
ASSOCIATION

ATTEST:



CAROL KEYES, Secretary

By: 

JOAN KOPPS, President

SCHEDULE A

MARLBORO TOWNSHIP PUBLIC SCHOOLS
BUS DRIVERS' SALARY GUIDE

<u>1988-89</u>		
\$10.53*	<u>1989-90</u>	<u>1990-91</u>
	\$11.35*	\$12.17*

* An additional 20 cents per hour shall be paid to an employee who has completed ten (10) or more years of service in the school district.

PROBATIONARY (90 DAYS)

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

<u>1988-89</u>		
\$9.28	<u>1989-90</u>	<u>1990-91</u>
	\$10.10	\$10.92

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

SCHEDULE B

BUS ATTENDANTS SALARY GUIDE

1988-89
\$6.70

1989-90
\$7.21

1990-91
\$7.74