

THIS DOES NOT
CIRCULATE

A G R E E M E N T

BETWEEN:

LENAPE REGIONAL HIGH SCHOOL DISTRICT
BOARD OF EDUCATION

-and-

LENAPE REGIONAL DISTRICT DRIVERS ASSOCIATION

September 1, 1976 through June 30, 1979

LIBRARY
Institute of Management and
Labor Relations

OCT 30 1978

RUTGERS UNIVERSITY

LAW OFFICES
GERALD L. DORF, P.A.
2376 St. Georges Avenue
Rahway, New Jersey, 07065

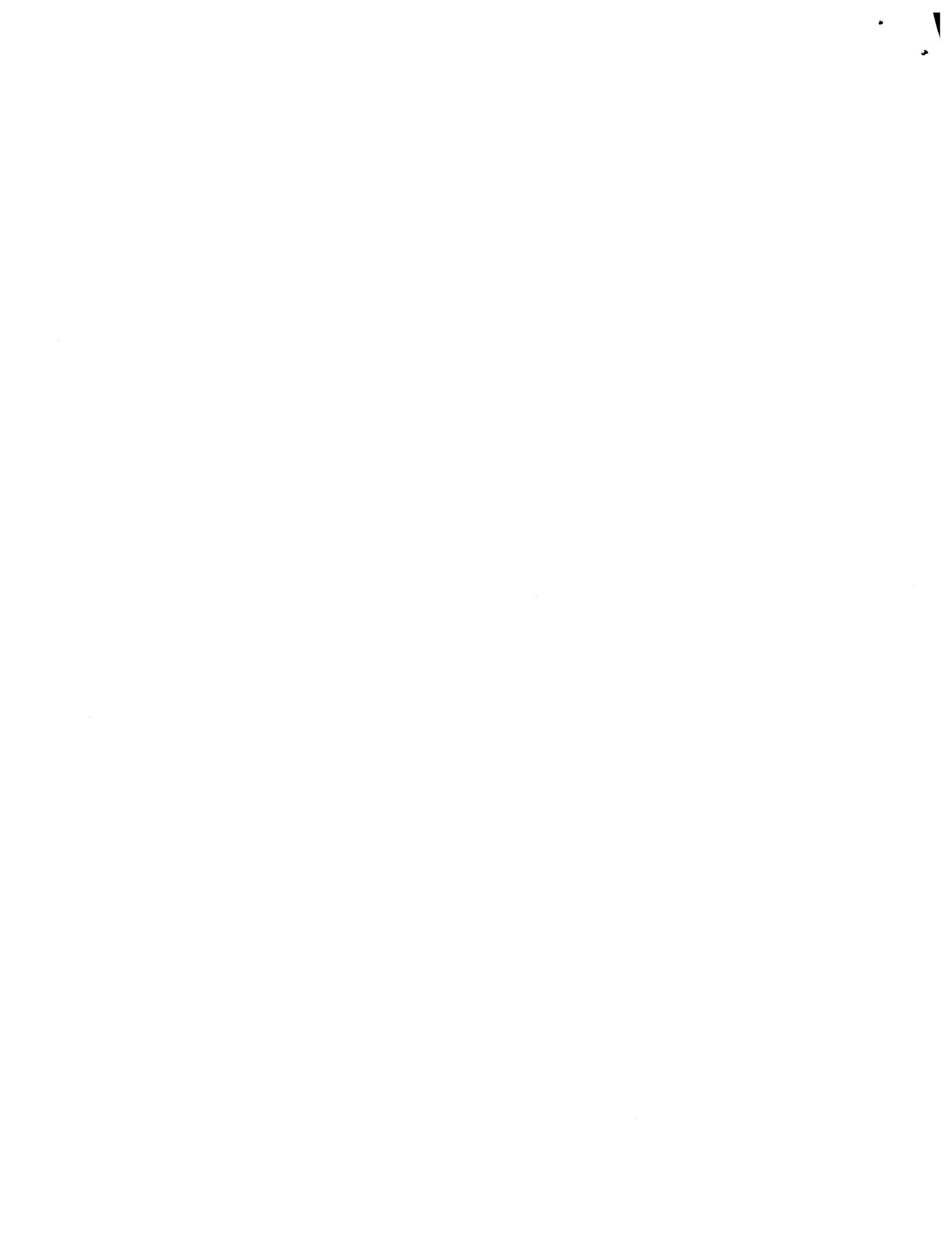


TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	2
II	NEGOTIATION OF A SUCCESSOR AGREEMENT	3
III	ASSOCIATION RIGHTS AND PRIVILEGES	4
IV	EMPLOYEE RIGHTS AND PRIVILEGES	5
V	BOARD RIGHTS	6
VI	GRIEVANCE PROCEDURE	7
VII	NO STRIKE PLEDGE	11
VIII	WORK YEAR AND DAILY WORK HOURS	13
IX	WORK SCHEDULES AND SALARY RATES	14
X	EMPLOYMENT PROCEDURES	15
XI	SENIORITY AND JOB SECURITY	16
XII	EMPLOYEE EVALUATION	18
XIII	COMPLAINT PROCEDURE	20
XIV	EMPLOYEE DISMISSAL PROCEDURE	21
XV	MOTOR VEHICLE SAFETY	24
XVI	LEAVES OF ABSENCE	25
XVII	SICK LEAVE	31
XVIII	INSURANCE PROTECTION	32
XIX	EMPLOYEE-ADMINISTRATION LIAISON	34
XX	DUES DEDUCTION	35
XXI	NON-DISCRIMINATION	36
XXII	SEPARABILITY AND SAVINGS	37
XXIII	FULLY BARGAINED PROVISIONS	38
XXIV	DURATION	39

PREAMBLE

This Agreement, entered into this day of
1978, by and between LENAPE REGIONAL HIGH SCHOOL
DISTRICT BOARD OF EDUCATION, Burlington County, New Jersey,
hereinafter called the "Board", and the LENAPE REGIONAL DISTRICT
DRIVERS ASSOCIATION, hereinafter called the "Association",
represents the complete and final understanding by the parties
on all bargainable issues.

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the authorized bargaining representative pursuant to the provisions of the New Jersey Public Employer-Employee Relations Act for all drivers employed or to be employed by the Board included within the titles of school bus drivers, small vehicle drivers, stand-by drivers, but excluding professional employees, certified, craft, clerical and confidential employees and all other supervisory and non-supervisory employees of the Board, except when functioning as a regularly employed part-time driver.

B. Definition of Employee

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

ARTICLE II

NEGOTIATION OF A SUCCESSOR AGREEMENT

A. The parties agree to commence negotiations concerning a successor Agreement in accordance with the requirements and procedures of the New Jersey Public Employer-Employee Relations Act and the regulations adopted pursuant thereto.

B. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or negotiations respecting the collective bargaining Agreement, they will suffer no loss in pay.

C. This Agreement shall not be modified or amended in whole or in part except by a written instrument duly executed and ratified by both parties.

ART LE III

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information concerning the financial resources of the district, and information which may be necessary for the Association to process any grievance.

B. The Association and its representatives shall have the right to use school buildings in accordance with Board policy.

C. The Board shall make available for the Association's use a typewriter and a spirit duplicator. These will be located in the transportation center and will be available for use only during normal operational hours of the transportation center. The Association shall provide all materials and supplies incident to the use of said equipment and shall be responsible for any damage to said equipment. In addition, the Board shall make available an individual photocopier for use on specific occasions.

D. The rights and privileges of the Association as representatives as set forth in this Agreement shall be granted for the life of the Agreement only to the Association as the exclusive representative of the employees, and to no other organization(s) representing any portion of the unit or potential member of the unit.

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

A. The parties recognize the right of every employee within the bargaining unit to join and support or to refuse to join and support the Association. Both parties agree that they shall not directly or indirectly coerce an employee in the exercise of his rights conferred by the New Jersey Public Employer-Employee Relations Act.

B. No employee shall be suspended, terminated, or reduced in compensation without just cause. Any such termination, suspension or reduction in compensation shall be subject to the Grievance Procedure.

C. Employees shall have the right to wear pins or other identification of membership in the Lenape District Drivers' Association, provided such identification is of reasonable nature and does not interfere with the performance of their duties.

ARTICLE V

BOARD RIGHTS

A. The Board on its own behalf and on behalf of the citizens of the Lenape Regional School District, County of Burlington and State of New Jersey, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Board of its powers, rights, authority, duties and responsibilities under R.S. 18A or any other national, state, county, district or local laws or regulations as they pertain to education, except as specifically and expressly modified by this Agreement.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Definitions

1. The term "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.

2. The term "grievance" and the procedure related thereto, shall not be deemed applicable in the following instances:

a. In matters where the Board is without authority to act.

b. In matters involved in the sole and unlimited discretion of the Board.

c. In matters that are by law beyond the scope of the Board's authority or limited to the Board alone.

3. The "grievant" is an employee or group of employees making a claim under this Article.

4. In addition to grievances as defined in Section A1 above, an employee or group of employees may file a complaint based upon alleged violations of Board policy or administrative decisions. Such complaints may be processed through this grievance procedure up to and including Advisory Arbitration.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise between the parties concerning this Agreement. Both parties agree that these proceedings shall be kept as informal and as confidential as may be appropriate in any level of the procedure.

C. Procedure

1. The procedure for the resolution of grievances shall be as follows:

STEP ONE:

An employee having a grievance shall within five (5) work days of its occurrence, informally discuss the matter with the Transportation Supervisor, either directly or through his representative, with the objective of resolving the matter informally and if the matter is not raised within said five (5) work days, it shall be deemed to have been waived.

STEP TWO:

If the aggrieved is not satisfied with the solution of his grievance at Step One, or in the event no decision has been rendered by the Transportation Supervisor within five (5) work days of the presentation of the grievance, he may refer the grievance, reduced to writing, to the Superintendent of Schools within five (5) work days of either the determination or lapse of time for response by the Transportation Supervisor. The Superintendent shall review the grievance and provide a written response within fifteen (15) work days of his receipt of the grievance.

STEP THREE:

In the event the grievance has not been satisfactorily resolved at Step Two, the aggrieved may file his grievance in writing with the Board of Education within ten (10) work days of either the Superintendent's response or the lapse of fifteen (15) work days from the date of the filing of the grievance with him. The Board shall review the grievance and shall have twenty (20) work days within which to respond.

Grievance Procedure (continued)

STEP FOUR:

In the event the grievance has not been satisfactorily resolved at Step Three, the aggrieved for grievances within the definition of Section A1 above shall have the right to request binding arbitration pursuant to the rules and regulations established by the American Arbitration Association.

The authority of the arbitrator shall be subject to the following:

(a) He shall have no authority to modify, add to, subtract from, or in any way whatsoever alter the terms or provisions of this Agreement.

(b) He shall be bound by the decisions of the Commissioner of Education of the State of New Jersey, the decisions of the State Board of Education, the decisions of the Courts of New Jersey, and all New Jersey statutes.

(c) The arbitrator shall render his decision in writing and shall state fully his findings of fact in law and his conclusions of fact in law.

A request for arbitration shall be made no later than ten (10) days following the determination of the Board. In the event of arbitration, the costs of the arbitrator's services shall be shared by the Board and the grievant, or if represented by the Association, by the Board and the Association. All other costs will be borne by the party incurring same.

In the event a grievance arises under and is filed in conformance with Section A4 above, the decision of the arbitrator

shall be advisory in nature only and shall not be binding upon the parties.

D. Miscellaneous

1. No response at any step of the grievance procedure within the time limits stated shall be deemed to be a denial and the aggrieved may proceed to the next step of the procedure. In the event the aggrieved fails to move to the next step within the time stated, he shall be deemed to have waived his grievance.

2. All grievances and responses thereto at Steps Two, Three and Four shall be in writing and upon forms mutually agreed to by the parties, and the aggrieved shall clearly set forth the provision or provisions of the contract grieved.

3. Group grievances may be filed by the Association at the request of and on the behalf of the individuals involved in order to expedite the proceedings when such grievances affect substantially all of the members of the bargaining unit and arise out of the same or substantially similar set of circumstances.

4. A grievant may be represented at all steps of the procedure by himself or a representative of his choosing. The Association shall be provided with copies of the written response at Step Two, Step Three or Step Four in those cases where the individual has not been represented by the Association.

5. The time limits specified in the grievance procedure may be extended only by mutual consent in writing.

6. During the lifetime of this Agreement, any grievance arising with respect to the meaning of Fact-finder Lawrence Hammer's report, as contained in and modified by this Agreement, will be submitted to Mr. Hammer in accordance with Step Four of this Article.

ARTICLE VII

NO-STRIKE PLEDGE

A. It is recognized that the need for continued and uninterrupted operation of the school district is of paramount importance to the citizens of Lenape Regional School District in the County of Burlington and State of New Jersey, and that there should be no interference with such operation.

B. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike, the concerted failure to report for duty, work stoppage, slowdown, walk-out or other job action. The Association agrees that such action would constitute a breach of this Agreement.

C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned or support any such action by any other employee or group of employees of the school district and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Association's order.

D. The Association further agrees that it will not cause, engage in, sanction, encourage or assist in any strike or similar action or conduct on the part of the students of the school district.

No-Strike Pledge (continued)

E. In the event of a strike, work stoppage, slowdown, walk-out or other job action, it is covenanted and agreed that participation in any such activity by any Association member or any employee represented by the Association shall entitle the Board to deem such activity as grounds for discipline of such employee or employees.

F. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief to which it may be entitled.

ARTICLE VIII

WORK YEAR AND DAILY WORK HOURS

A. WORK YEAR

The work year for unit members shall be as defined by the Lenape Regional High School District Board of Education, within the period September 1, through June 30.

B. DAILY WORK HOURS

1. REGULAR RUN DRIVER

A regular run driver is one who has selected one (1) or more runs and does them on a regular basis. His morning and afternoon hours shall begin fifteen (15) minutes before he is scheduled to leave the Lenape Transportation Center and continue while he completes his runs and returns his vehicle to the proper facility. In the afternoon he shall be required to arrive at his first school no more than five (5) minutes before that school dismisses.

2. STAND-BY DRIVER

A stand-by driver is one who has opted for and been selected for stand-by status. His hours shall be determined by the Transportation Supervisor.

ARTICLE IX

WORK SCHEDULES AND SALARY RATES

A. For the school year 1977-78, the sum of twenty-one thousand eight hundred seventy-five (\$21,875) dollars be allocated so that all members of the unit at the signing of this Agreement receive a lump sum cost of living adjustment equal to approximately five (5%) percent of their respective individual 1977-78 earned base salary. This cost of living adjustment shall not be added to the individual's base salary for the purpose of further or future salary computations.

B. Effective the beginning of the 1978-79 school year, the following hourly salary rate shall be established for all drivers:

<u>Full Years in District</u>	<u>Hourly Rate</u>
0	\$ 4.60
1	4.70
2	4.85
3	5.00
4	5.15
5	5.30
6	5.45
7	5.60
8	5.75
9	5.90
10	6.10
11	6.30
12	6.55

C. For the purpose of computing the hourly rate for 1978-79, the number of hours worked by the individual in 1977-78 will be used as the basis for determining the rate per hour of that individual.

D. For the 1978-79 school year, no driver shall receive an hourly rate less than his hourly rate for the 1977-78 school year for up to the same number of hours the driver worked during the 1977-78 school year.

E. Any driver working more hours than he worked during the 1977-78 school year shall receive the hourly rate established in a salary guide for the 1978-79 school year at his appropriate step for those hours worked in excess of the hours worked in the 1977-78 school year.

F. Any driver who does not receive a minimum of one hundred seventy-five (\$175) dollars monetary increase for the school year 1979 over what was earned in the 1977-78 school year, by virtue of the hourly rate computation, shall receive a cost of living adjustment not applied to the base salary of a sum equal to that necessary to grant that driver a one hundred seventy-five (\$175) dollar salary increase for the 1978-79 school year. Said cost of living adjustment shall be pro-rated and paid in two (2) installments for all employees on the payroll as of December 1, 1978 and June 1, 1979.

G. No driver, by virtue of the hourly rate computation, shall receive a salary increase for the 1978-79 school year in excess of one thousand (\$1,000) dollars, based upon the same number of hours worked during the 1977-78 school year.

H. A driver may receive a salary increase for the school year 1978-79 in excess of one thousand (\$1,000) dollars over his 1977-78 school year salary only if the drivers hours worked for the 1978-79 school year are in excess of those hours worked in the 1977-78 school year.

I. All athletic and field trips shall be filled on a rotating seniority basis, so long as said trip does not interfere with the driver's regularly scheduled run.

J. In the event of the need for drivers for athletic and field trips, the Board reserves the right to use regularly scheduled drivers if those drivers have requested to be so scheduled. The list is to be compiled and drivers will be assigned based on a rotating seniority list.

K. Payment to drivers indicated in J above will be based on hours worked and such hours will be reduced by the hours of the regularly scheduled run that was not worked so that there will be no duplication or pyramiding of payments.

ARTICLE X

EMPLOYMENT PROCEDURES

A. Placement on Salary Schedule

Each employee shall be placed on his proper step of the salary schedule as of the beginning of the school year. Any new employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

B. Resignation

An employee who is resigning from his position shall give the normal two (2) weeks notice.

SENIORITY AND JOB SECURITY

A. Definition

School district seniority is defined as service by appointed employees in the school district in the collective bargaining unit covered by this Agreement. Such service shall commence as of the first day of actual employment. An appointed employee shall lose all accumulated school district seniority if he resigns, or is discharged for cause. Seniority shall be the criteria for selection/assignment of runs or any necessary reduction in force.

B. Reduction in Force

1. In the event that there is a planned reduction in the number of employees, the Board shall consider the employee's work performance and seniority in making such reduction.

2. The Board will notify the Association in advance of the planned reduction and upon request shall discuss the matter with the Association prior to the implementation of such reduction.

C. Job Assignment

Seniority shall be the primary factor in making all assignments except that the safety of the students and the transportation needs of the district may outweigh the seniority factor in certain cases.

D. Seniority Ties

Ties in seniority shall be broken by the flip of a coin at the beginning of the school year and the list resulting from such process shall remain in effect for the remainder of that school year.

E. Seniority List

A seniority list shall be created upon execution of this Agreement and upon August 15th of each calendar year and a copy shall be forwarded to the Association.

F. Job Posting

All notices for job opportunities within the negotiating unit shall be posted in all departmental work locations on the official bulletin board.

ARTICLE XII

EMPLOYEE EVALUATION

A. Procedure

1. All employees covered under this Agreement shall be formally evaluated not less than one (1) time during the course of a school year.

2. Each employee shall be given a copy of any formal evaluation report at least one (1) day before any conference to discuss it.

3. The employee shall initial the report as having received it and may, upon the report (or in a separate form attached thereto) make any comments concerning the report.

B. Open Evaluation

All monitoring or observation of the work performance of an employee for the purposes of the annual formal evaluation, shall be conducted openly and with full knowledge of the employee.

C. Personnel Records

1. File: An employee shall have the right, upon request, to review the contents of his personnel file and to receive copies of employee's expense of any documents contained therein. An employee shall be entitled to have a representative of the Association accompany him during such review.

2. Deorgatory Material: In the event material derogatory to an employee's conduct, service, character or personality is placed in his personnel file, the employee shall have the opportunity to review the material. The employee shall acknowledge that he has had

the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his deisgnee and attached to the file copy.

ARTIC XIII

COMPLAINT PROCEDURE

A. COMPLAINT DEFINITION

1. A complaint under the terms of this Article means a complaint regarding an employee made to any member of the Administration or the Board which affects or may affect the employee's evaluation or continued employment.

2. The employee will be advised in the event the matter affects his evaluation and said employee will be given an opportunity to respond in writing, within five (5) work days.

3. The employee may request a meeting with the Transportation Supervisor to discuss the matter.

B. REPRESENTATION

The employee will have the right to be represented at his request by the Association at any meetings or conferences regarding any complaint which affects or may affect the employee's evaluation.

ARTICLE XIV

EMPLOYEE DISMISSAL PROCEDURE

A. Definition.

Employee Dismissal Procedure shall be defined as the right of an employee to grieve dismissal or termination through the Grievance Procedure, Article VI of this Agreement.

B. Procedure

It is mutually agreed that the Employee Dismissal Procedure be established in the following manner:

1. Current employees:

a. Those employed by the Board at the close of the 1977-78 school year with three (3) or more school years continuous service shall be covered by this procedure after ninety (90) days from September 1, 1978.

In the event of a dismissal or termination during such ninety (90) day period as cited above, the employee shall, at his option, retain the right to grieve and apply for a Board hearing within fifteen (15) days of such dismissal or termination.

b. Those employed at the close of the 1977-78 school year with less than three (3) school years continuous service shall be covered by this procedure one (1) year from the effective date of this Agreement. In the event of a dismissal or termination of said employee six (6) months or less from September 1, 1978, he shall be given two (2) weeks notice and no reason need be given.

In the event of a dismissal or termination of said employee after six (6) months but before one (1) year from September 1, 1978, he shall have the right, at his option, to apply for a Board hearing within fifteen (15) days of such dismissal or termination.

2. New Employees:

All new employees shall be covered by this procedure after three (3) school years continuous service. In the event of a dismissal or termination during such three (3) year period, the rights of the employee shall be as follows:

a. Those employed up to six (6) months may be dismissed with two (2) weeks notice and without reason stated. Those employed six (6) months or more but less than three (3) consecutive school years shall, at the employee's option, retain the right to grieve and apply for a Board hearing, within ten (10) days of such dismissal or termination.

C. Notification of Status

1. Date:

On or before July 1st of each year, the Board shall give to each employee continuously employed since the preceding September 30th, either:

a. A written offer of a contract for the next succeeding year providing for such increases in salary and benefits as may be required by law or Agreement between the Board and the Association, or

b. A written notice that such employment shall not be offered.

D. Notification of Intention to Return.

If the employee desires to accept such employment, he shall notify the Board of such acceptance, in writing, on or before August 1st, in which event such employment shall continue as provided herein. In default of such notice, the Board shall not be required to continue the employment of the employee.

MOTOR VEHICLE SAFETYA. Vehicle Impairment

Employees shall immediately report to their supervisor any malfunctions in their equipment. The supervisor will determine whether the equipment is operable, and in the event the Supervisor makes such a decision in the affirmative, the employee will be required to utilize the equipment. The employee may request that the Supervisor provide a notation in memorandum form regarding the operability of the equipment.

B. Assault or Abuse

1. Employees shall immediately report cases of assault or abuse suffered by them in connection with their employment to their immediate supervisor.

2. Such notification shall be immediately forwarded to the Superintendent or his designee who shall act in appropriate ways as liaison between the employee, the police, and the courts.

C. Transporting Students

Employees shall not be required to drive students in a non-school owned vehicle. An employee may do so voluntarily however, with the advance approval of his immediate supervisor. He shall be compensated at his regular rate plus mileage at the rate of fifteen (15) cents per mile for the use of such vehicle.

D. Necessary Operating Equipment

The Board agrees to furnish proper and necessary equipment for the safe operation of each vehicle.

ARTICLE XVI

LEAVES OF ABSENCE

A. Every employee will be granted emergency and/or personal leave in the amount described below without salary deduction for urgent personal or emergency reasons.

B. Personal leave must be requested and approved by the Superintendent at least five (5) school days in advance of the time for which such leave is requested. Emergency events not predictable five (5) days in advance will be considered immediately.

C. Personal leave is not to be used for purposes of pleasure, recreation, job interviews, housework, resting and the like.

D. Emergency and Urgent Personal Business is defined as follows:

1. Religious days.
2. Death in the immediate family (parents, siblings, spouse and children).
3. Serious illness in the immediate family (parents, spouse, children).
4. Emergencies (catastrophies, fires, accidents).
5. Attending graduation or wedding of a son or daughter.
6. Court order.
7. Jury Duty.
8. Birth of a child to wife.
9. House settlement
10. Marriage of employee.
11. Unchallenged reason.

E. The amount of time Emergency and Personal Leaves may be taken is as follows:

1. Religious Days - Up to two (2) days may be granted for the observance of religious days in those cases where it is otherwise impossible for the employee to observe the occasion outside of normal working hours.

2. Death in Immediate Family -

a. Up to three (3) days may be granted in case of death within the immediate family (parents, siblings, spouse and children).

b. One (1) day may be granted in case of death of other close relatives (uncle, aunt, grandparent, grandchild and first cousins).

3. Serious Illness in Immediate Family -

a. Up to two (2) days may be granted for illness or injury of immediate family where the presence of the employee is essential. (Spouse and children.)

b. A statement may be requested from the attending physician by the Superintendent of Schools.

4. Emergencies - One (1) day may be granted for emergencies involving catastrophies of fire, wind, and water to the employee's household or possessions.

5. Graduation, Wedding of Son or Daughter -

a. One (1) day may be granted to attend a graduation or wedding ceremony of a son or daughter, if such ceremony occurs within the time period of a regular school day.

b. One (1) day may be granted to travel to a graduation or wedding of a son or daughter, if the ceremony is at a far-distance and travel time is needed.

6. Court Order - The amount of time in court necessary to comply with a Court Order.

7. Jury Duty -

a. The Board will pay the difference between jury duty pay and the average daily earnings of such employee.

b. The employee must present a completed form as proof of jury duty which is obtained from the Court at the time of service.

8. Birth of a Child to Wife -

a. One (1) day may be granted during the day of the birth of a child to employee's wife.

b. One (1) day may be granted to transport wife and child home from the hospital.

c. The above two (2) days may not be in succession.

9. House Settlement - One (1) day may be granted for settlement of house purchase.

10. Marriage of Employee - One (1) day may be granted on day of wedding.

11. Unchallenged Reason -

(a) One (1) day may be granted for an unchallenged reason.

(b) This personal day may not be used on a school day immediately preceding or following school calendar holidays.

(c) No more than fifteen (15%) per cent of the employees will be granted an unchallenged personal day at a given time.

F. An employee may not receive more than three (3) emergency or personal leave days during the period of a given school year. However, in the case of "Death in the Immediate Family", as noted in E.2. above, an additional three (3) days may be granted over and above the limit placed in this Article.

G. Emergency or personal leave is in no way accumulative.

H. Other requests for emergency or personal leave, without pay, shall be at the discretion of the Superintendent as approved by the Board.

I. Maternity Leave

All pregnant employees may apply for a leave of absence without pay. Upon request, such leave shall be granted prior to the anticipated date of birth and continue for a reasonable period of time to a specific date following birth, but in no event shall it exceed fifteen (15) continuous calendar months.

1. Maternity leave shall be granted subject to the following conditions:

a. An employee shall notify the Superintendent of her pregnancy as soon as it is medically confirmed.

b. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.

c. Exact dates of the leave will be arranged, if possible, to coincide with changes in semesters. Where medically contra-indicated, the parties shall arrange other leave dates in consideration of both medical evidence and administrative feasibility.

d. A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before an employee is permitted to return from maternity leave.

2. The driver shall give at least thirty (30) days notice prior to the expected date of return.

3. An employee's return date to employment may be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth or other related cause.

4. The time spent on maternity leave shall not count toward placement on the salary guide or for seniority.

5. No employee shall be removed from her driving duties during pregnancy, except upon one of the following:

a. The Board has found her driving performance has substantially declined from the time immediately prior to her pregnancy.

b. Her physical condition or capacity is such that her health would be impaired if she were to continue driving, and which physical capacity shall be deemed to exist if:

(1) The pregnant employee fails to produce a certification when requested by the administration from her physician that she is medically able to continue driving, or

(2) The Board's physician and the employee's physician agree that she cannot continue driving, or

(3) Following any difference of medical opinion between the Board's physician and the employee's physician, a physician selected jointly by the Board and the employee shall render a binding opinion on the physical capacity to continue

Article XVI cont.

driving. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board.

c. Any other just cause.

ARTICLE XVII

SICK LEAVE

A. All drivers employed for four (4) or more hours a day shall receive one (1) full day sick leave per month.

B. All drivers employed for less than four (4) hours a day shall receive one-half (1/2) day sick leave per month.

C. Unused sick leave shall be cumulative on either the full day or half day basis from year to year, without limitation.

D. The Board agrees that prior to September 15 of each school year it shall advise each driver in writing as to his sick leave accumulation.

ARTICLE XVIII
INSURANCE PROTECTION

A. HEALTH BENEFITS COVERAGE -

The State Health Benefits Plan providing for Blue Cross, Blue Shield, Rider J and Major Medical coverage will be provided as follows:

1. During 1977-78, the Board will pay for the above for the employee and his family (as noted in Section C) on a no-cost basis to the employee.

2. During 1978-79, the Board will provide the aforementioned coverage on a no-cost basis for the employee. In addition, the Board will pay for the employee's family at the 1977-78 rate, plus fifty (50%) per cent of any increase in the 1978-79 rate over the 1977-78 rate. The employee will pay for the balance (remaining fifty (50%) per cent) of any increased costs for the family coverage.

B. CARRIER -

The benefits in this Article shall be provided by a carrier(s) selected by the Board and the Board reserves the right to change insurance carriers so long as substantially similar benefits are provided. Furthermore, employees qualifying for benefits pursuant to the minimum requirements of the present carrier will receive coverage from the new carrier providing they continue to meet the minimum requirements of the previous carrier.

C. EXCLUSIONS -

Only employees qualifying for entitlement to these benefits pursuant to the minimum requirements of the approved carrier that mandates such coverage shall be so entitled to them.

D. DENTAL PLAN -

The Board will pay up to Ninety-five (\$95.00) Dollars for the individual for a dental plan to cover the individuals only for the school year 1978-79.

1. The aforementioned dental plan will be instituted as soon after the signing of this Agreement as is possible, at the Board's cost for the balance of the school year 1977-78, not to exceed Twenty-five (\$25.00) Dollars per individual.

2. In the event the dental plan cannot be implemented for the 1977-78 school year, then a sum of money equal to two (2) months premiums be paid to each individual on the payroll as of May 1, 1978.

ARTICLE XIX

EMPLOYEE-ADMINISTRATION LIAISON

The Association's representatives shall meet with the Superintendent at least twice annually to review and discuss current problems and practices of mutual interest and the administration of this Agreement.

ARTICLE XX
DUES DEDUCTION

A. The Board agrees to deduct from the salaries of its employees dues for the Lenape District Drivers Association, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (N.J.S.A. 52-14-15.9e) and under rules established by the State Department of Education. Said monies, together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Association by the fifteenth (15th) of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

B. The Association shall certify to the Board, in writing, the current rate of its membership dues. If the Association shall change the rate of its membership dues it shall give the Board thirty (30) days written notice prior to the effective date of such change.

C. The Association agrees to hold the Board harmless in the event of liability or any other actions of its agents or employees taken pursuant to this Article.

NON-DISCRIMINATION

A. There shall be no discrimination by the Board or the Association against an employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint, or coercion by the Board or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Association or because of any lawful activities by such employees on behalf of the Association. The Association, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association.

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or Commissioner of Education or the Public Employment Relations Commission, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

This Agreement represents the complete and final understanding of the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE XXIV

DURATION

THIS AGREEMENT shall be in full force and effect as of September 1, 1976, and shall remain in full force and effect through the succeeding school years, ending June 30, 1979. The provisions of this Agreement shall be prospective in nature, except whereby their terms such provisions are made retroactive.

IN WITNESS WHEREOF, the Board has caused this Agreement to be signed by its President, attested by its Secretary, and its corporate seal to be placed hereon, and the Association has caused this Agreement to be signed by its President and attested by its Secretary, at Mad Ford New Jersey, on this 28 day of June 1978.

LENAPE REGIONAL HIGH SCHOOL DISTRICT
BOARD OF EDUCATION

ATTEST:

By Jane E. Brewer
President

Dorothy C. Stone
Secretary

LENAPE REGIONAL DISTRICT DRIVERS
ASSOCIATION

ATTEST:

By James J. Hofferty
President

Norman E. Edg
Secretary

