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18-11

AGREEMENT

between the

MANVILLE BOARD OF EDUCATION OF
MANVILLE, COUNTY OF SOMERSET, NEW JERSEY

and the

BUS DRIVERS of the MANVILLE PUBLIC SCHOOL SYSTEM

for the

1973-74 SCHOOL YEAR

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SICK LEAVE

- A. All bus drivers of the school system shall be entitled to ten (10) sick leave days each school year with pay as of the first official day of said school year whether or not they report for duty on that day. Any of the unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. The Board, through administrative channels, reserves the right to have the reason (s) for absence due to illness validated by medical evidence. As a general rule, such a request will not be made until the third (3rd) day of illness.
- C. All bus drivers will be given a written accounting of accumulated sick leave days of each school year. Present district personnel records will stand as the accurate accounting of accumulated sick leave days unless the individual concerned can present validated evidence to the contrary. Bus drivers will be given a written accounting of sick leave days before the last working day in October.
- D. Bus drivers on a part-time contract shall receive pro-rated benefits.

ARTICLE II

TEMPORARY LEAVE OF ABSENCE

- A. All bus drivers employed by the Board of Education shall be granted the following temporary leaves of absence:
1. Up to five (5) days for death in the immediate family; i.e., father, mother, mother-in-law, father-in-law, spouse, child, brother, sister, or any member within the immediate household.
 2. Up to three (3) days for serious illness in the immediate family (members as listed in Item #1 above).
 3. Up to a total of four (4) days during the year for matters of an emergency nature which cannot be handled outside of school. Said emergencies would include death of a relative or close friend or religious holidays. One (1) day under this item need not state a reason.
- B. Approval for temporary leave requests under Items #2 and #3 must be received from the Superintendent of Schools.
- C. All requests for temporary leaves of absence must be presented in writing, through the building principal or immediate supervisor, to the Superintendent of Schools prior to the requested leave, except in time of emergency when the request must then be submitted to the Superintendent no later than three (3) school days after the return from the leave.
- D. Bus drivers on a part-time contract shall receive pro-rated benefits.

HEALTH INSURANCE

- A. The Board agrees to pay one hundred per cent (100%) of the Blue Cross-Blue Shield Hospitalization Family Plan, Husband and Wife Plan, or Single Person Plan as designated by each bus driver employed by the Board of Education.
- B. In addition to the above, the Board agrees to pay the full premium for Major Medical Insurance coverage for each bus driver employed.

ARTICLE IV

SALARIES

- A. The salaries of all bus drivers covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.
1. Bus drivers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
 2. Salaries shall be paid on the fifteenth (15th) and the last calendar day of each month.
 3. If the fifteenth (15th) or the last calendar day falls on a Saturday, Sunday, or a holiday, pay day shall be advanced to the last preceding school day.
 4. A bus driver shall receive his final check on the last working day in June after she has completed all her assigned duties.

Grievance Procedure

A. This procedure is a means by which an employee may appeal the interpretation, application, or violation of policies, agreements, and administrative decisions affecting him, except:

1. A complaint of a non-tenure employee which arises by reason of his not being re-employed;
2. A complaint by an employee occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required;
3. Any policy of the Board of Education pertaining to its internal operation;
4. Any matter for which a method of review is prescribed by law;
5. Any rule or regulation of the State Board of Education or Commissioner of Education, but not to the violation, misinterpretation, or mis-application of such a rule or regulation.

A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of its occurrence. All time limits specified are considered maximum; however, they may be extended by mutual agreement in writing.

B. Procedure:

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
2. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
3. In the presentation of a grievance, the employee shall have the right to designate any representative or representatives of his own choosing to appear with him at any level.
4. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives.

Level One: The employee shall discuss it first with his immediate superior, in an attempt to resolve the matter informally.

Level Two: If as a result of discussion the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his grievance in writing on a prepared form to the superintendent specifying:

- a. The nature of the grievance and date of occurrence;
- b. The nature and extent of injury, loss, or inconvenience;
- c. The results of previous discussions; and
- d. His dissatisfaction with decisions previously rendered.

The superintendent shall communicate his decision to the employee in writing within five (5) school days of receipt of the written grievance.

Level Three: If the grievance is not resolved to the employee's satisfaction, he may, no later than five (5) school days after receipt of the superintendent's decision, request a review by the Board of Education. This request shall be submitted in writing through the superintendent. The Board, or a committee thereof, shall review the grievance and may, at the option of the Board, hold a hearing with the employee. The Board shall then render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or of the hearing with the employee, whichever comes later.

SCHEDULE A

AGREEMENT between the Manville Board of Education and the School Bus Drivers for the Manville Public School System for the school year 1973-74:

BUS DRIVERS OF THE MANVILLE PUBLIC SCHOOLS

1973-74 SALARY GUIDE

<u>Step</u>	<u>Salary</u>
1	\$4,350
2	4,550
3	4,650
4	4,750
5	5,050
6	5,250

- A. This Agreement shall be effective as of Sept 1, 1973, and continue in effect until June 30, 1974. Negotiations will commence no later than October 30 of each year for each successive Agreement.
- B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended by mutual agreement in writing.
- C. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries.

MANVILLE BOARD OF EDUCATION

BUS DRIVERS

By

William A. Cole
President

By

Clara W. Comyack
Chairman

By

J. Raymond Jensen
Secretary

By

Elise Brown
Secretary

AMENDMENT TO THE BUS DRIVERS OF THE
MANVILLE PUBLIC SCHOOL SYSTEM AGREEMENT
ADOPTED FOR THE 1973-74 SCHOOL YEAR

SCHEDULE A

BUS DRIVERS OF THE MANVILLE PUBLIC SCHOOLS
SALARY GUIDE

<u>Step</u>	<u>1974-75</u>	<u>1975-76</u>
1	4,650	4,950
2	4,850	5,150
3	4,950	5,250
4	5,050	5,350
5	5,350	5,650
6	5,550	5,850

MANVILLE BOARD OF EDUCATION

By

William A. Post
President

BUS DRIVERS

By

Alana W. Komysak
Chairman

By

J. Raymond Spurr
Secretary

By

Elise Brown
Secretary

February 11, 1974
Date Adopted