

THIS AGREEMENT, made this <sup>RUTGERS UNIVERSITY</sup> 26 day of June, 1974

by and between:

THE BOARD OF EDUCATION OF THE TOWNSHIP OF MONTVILLE,  
COUNTY OF MORRIS AND STATE OF NEW JERSEY, a public  
corporation of the State of New Jersey, with its  
principal office located at 626 Main Road, Towaco,  
New Jersey

hereinafter called the "Board",

and

THE MONTVILLE TOWNSHIP CUSTODIAN ASSOCIATION,  
a public employee association of the State of New  
Jersey,

hereinafter called the "MTCA",

WITNESSETH:

WHEREAS, the Board and the MTCA have negotiated for the past  
in an effort to reach agreement as to the terms of  
employment for the members of MTCA within the school system for the  
school year of 1974-1975:

NOW, THEREFORE, it is agreed by and between the parties hereto  
as follows:

1. The Board recognizes the MTCA as the majority representative  
as defined by Chapter 303 of the Laws of 1968 for members of MTCA employed  
by the Board. Attached hereto as Schedule A is a certified list of those  
employees who are presently members of the MTCA.
2. Subject to the recommendation of the Superintendent of Schools  
and approval by the Board, the individual contract of each employee of the  
MTCA employed by the Board during the 1974-1975 School Year shall provide  
for compensation in accordance with the salary guide entitled "Custodial  
Guide" attached hereto as Schedule B.
3. The Grievance Procedure, negotiated by and between the  
parties hereto, and attached hereto as Schedule C, is incorporated herein  
by reference, and shall constitute the procedure to be followed in connection  
with the settlement of grievances as defined therein.

4. Individual employees represented by the MTCA and employed by the Board shall execute with the Board individual employment contracts, the form of which shall be in accordance with the form of "Specimen Contract" attached hereto as Schedule D.

5. Members of MTCA employed by the Board will render services and conduct themselves in accordance with personnel policies adopted or as modified by the Board now or in the future.

6. Members of MTCA employed by the Board will receive vacations on the following basis: after one year's service - one week; after two years' service - two weeks; after seven years' service - three weeks; after sixteen years' service - four weeks.

7. Members of MTCA shall receive a total of twelve (12) sick days per year for time lost because of personal illness.

8. Members of MTCA shall receive the following holidays with pay: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, 4th of July (Independence Day), Labor Day, Columbus' Day, Thanksgiving Day and day after, Christmas Day, Veteran's Day and afternoon-eve of Christmas and New Year's Day.

9. Members of MTCA employed by the Board will receive "overtime" on the following basis: time and one-half after the normal eight-hour work day, provided said employee will have worked forty (40) hours during the work week (Monday through Saturday); double time for work on Sundays and the days listed in paragraph 8 as holidays.

10. Each member of the MTCA shall be entitled to one physical examination a year by the school physician at the expense of the Board.

11. Each member of the MTCA shall be entitled to two (2) personal days, provided that 48 hours' notice is given, and two additional personal days, if requested prior to the aforementioned personal days and approval is granted by the department.

12. Members of MTCA employed by the Board will receive service increments on the following basis: after 15 years - \$150.00; after 20 years - \$325.00; after 25 years - \$500.00.

13. Members of MTCA employed for the night shift will be paid \$150.00 extra or equivalent of an additional step.


14. The Board will supply members of MTCA employed by the Board with three uniforms, or the equivalent of the type being supplied, per year.

15. The Board will provide hospitalization insurance and related benefits for members of MTCA employed by it similar to that coverage provided by Blue Cross-Blue Shield family plan with Rider J and with Major Medical. The Board reserves the right to select the insurance company to provide the coverage.


16. It shall be the determination of the Superintendent of Schools or his designated representative, as to which employee will receive an increment and as to which employee is to be placed on the guide.

THE BOARD OF EDUCATION OF THE  
TOWNSHIP OF MONTVILLE, COUNTY  
OF MORRIS

  
William H. Eckert, President

  
Fred R. Bauermann, Secretary

MONTVILLE TOWNSHIP MAINTENANCE  
ASSOCIATION



SCHEDULE A

<u>CUSTODIANS</u>	<u>1973-1974 STEP</u>	<u>1973-1974 CONTRACT</u>	<u>1974-1975 CONTRACT</u>	<u>DIFFERENCES</u>
Montville High				
Jean Ackerman	\$ 3.17	\$ 5,122.72	\$ 5,656.00	\$ 533.28
A. Barnish	6	7,800.00	8,410.00*	610.00
E. Bay	3	7,020.00	7,630.00	610.00
E. Bay	head night	300.00		
S. Casissi	5	7,540.00	8,150.00	610.00
T. Hall	2	6,760.00	7,370.00	610.00
T. Kelly	2	6,760.00	7,370.00	610.00
T. Leggiandro	2	6,760.00	7,370.00	610.00
A. Nemerovich	2	6,760.00	7,370.00	610.00
A. Papenberg	2	6,760.00	7,370.00	610.00
A. Papenberg	day supervisor	300.00		
Central School				
L. Bialek	7	8,060.00	8,410.00	350.00
C. Kay	2	6,760.00	7,370.00	610.00
Woodmont School				
B. Bignell	7	8,060.00	8,410.00	350.00
G. Lorenz	2	6,760.00	7,370.00	610.00
Mason School				
B. Conklin	2	6,760.00	7,370.00	610.00
D. Frisco	7	8,060.00	8,410.00	350.00
Valley View School				
J. De Angelis	6	7,800.00	8,410.00	610.00
J. Rak	1**	6,500.00	6,850.00	350.00
G. Wildeboer	1**	6,500.00	6,850.00	350.00
Cedar Hill School				
A. Johnsen	5	7,540.00	8,150.00	610.00
H. Stuart	7	8,060.00	8,410.00	350.00
Towaco-Etta Konner				
G. Weis	7	8,385.00***	8,910.00***	525.00

\* Subject to \$150.00 night differential  
 \*\* They have not been here long enough to achieve Step 2.  
 \*\*\* Includes the Senior Step

CUSTODIAL  
SALARY GUIDE  
1974-1975

	<u>1973-1974</u>	<u>1974-1975</u>
STEP I	\$ 6,500	\$ 6,850
STEP II	6,760	7,110
STEP III	7,020	7,370
STEP IV	7,280	7,630
STEP V	7,540	7,890
STEP VI	7,800	8,150
STEP VII	8,060	8,410

For Night Shift - an additional \$150.00 or equivalent of an additional step on guide.

SERVICE INCREMENTS

\$150.00 after fifteen years of service

\$325.00 after twenty years of service

\$500.00 after twenty-five years of service

1. Definitions

- a. A grievance is a claim based upon an event or condition which affects the conditions or circumstances under which a teacher works, allegedly caused by misinterpretation or inequitable application of established policy.

PROVIDED: No claim or cause of which there is another procedure, settlement, or adjudication established by law or rule or regulation having the force of law shall constitute a grievance.

- b. The term "teacher" may include a group of teachers who are similarly affected by a grievance.
- c. An "aggrieved party" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the problem.

## 2. Purpose

The primary purpose of the procedure hereby set forth is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Except as is necessary for the purpose of implementing this procedure, both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

3. The Board of Education and the teaching staff recognize that the best interests of public education will be served by establishing grievance procedures for professional staff personnel (an individual or a group) to provide an orderly method for them to seek mutually satisfactory agreement on problems before them, and to appeal through designated channels in the event of an impasse.

Under this procedure, the individual member or members of the professional staff has:

- a. The right to appeal the application of policies and administration decisions affecting him (or them) with freedom from restraint, interference, coercion, discrimination, or reprisal and
- b. The right to present his (or their) appeal, or designate a representative to appear for him (or them) at any step in the appeal.

## Procedure:

- a. Provide for discussion of any grievance with the immediate administration superior (department head, supervisor, principal, etc.) in an attempt to resolve the matter at that level.
- b. Provide, if the grievance remains unresolved, that the individual or group may set forth the complaint in writing and complainant shall receive a written decision from his immediate superior within three calendar days of submission of complaint.
- c. Provide, if the grievance remains unresolved, that the individual or group may set forth the grounds for the complaint in writing to the Superintendent. The complainant shall receive a resolution or a decision in writing with reasons within five calendar days of the submission.

- d. Provide, if the grievance remains unresolved, that the individual or group may set forth in writing the grounds for the complaint to the Board of Education. The Board of Education shall request and hold a meeting to hear the grievance and render a written decision with reasons within twenty days of receipt of complaint.
- e. Provide, if the grievance remains unresolved, that the individual or group may appeal within the next five calendar days for a Board of Mediation consisting of three members: one member to be selected by the teacher or group involved; one by the Board; and the third member selected by mutual agreement of the first two. The third member shall be chairman. The Board of Mediation must organize within seven calendar days from the date of appeal. A hearing must be held and a decision of the Mediation Board must be rendered to the Board of Education and the individual or group with ten calendar days after close of said of hearing.
- f. Provide, if the grievance remains unresolved, that the individual or group, may request binding arbitration. Any recognized arbitrator may be used. The arbitrator will be selected by mutual consent of both parties within ten calendar days of the request.
- Said arbitrator shall render his decision to the Board of Education and the individual or group with in ten calendar days of the hearing. The decision of the arbitrator is to be final and consistent with the rules and regulations of the Board of Education, local, state, or national laws, or local, state, or national rules and regulations having the effect of law. The cost of arbitration will be shared equally by the parties involved.
- g. The Mediation Board and the Arbitrator shall have jurisdiction and authority only to interpret, determine compliance with or apply provisions of the Board Policy and at no time, have jurisdiction or authority to add to, detract from or alter in any way said policy.
- h. If arbitration is not requested and mediation does not resolve the grievance to the satisfaction of both parties involved, the individual, or group, reserves the right to appeal to the New Jersey State Commissioner of Education.
- i. Time limits stated above may be shortened or lengthened only upon mutual consent of the parties.
- j. At no point can this procedure be breached during the '68 - '69 school year unless mutually agreed to by both parties.

EXHIBIT II



Step on Guide \_\_\_\_\_  
FORMA-22 Educational Level \_\_\_\_\_

**EMPLOYMENT CONTRACT**

It is agreed between the Board of Education of the Township of Montville in the County of Morris party of the first part, and \_\_\_\_\_ party of the second part, that said Board of Education has employed and does hereby engage and employ the said party of the second part to \_\_\_\_\_ in the public schools, under the control of said Board of Education, from the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, to the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at the salary of \$ \_\_\_\_\_ to be paid in \_\_\_\_\_ equal \* \_\_\_\_\_ installments: \_\_\_\_\_

that the said party of the second part shall begin service on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, that the said party of the second part holds an appropriate \_\_\_\_\_ certificate issued in New Jersey now in full force and effect, or will procure such certificate before the date said person shall begin service and that the date when said certificate will expire is the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and that said person, before entering upon the duties of such position, will exhibit the certificate to the County Superintendent of Schools and to the Superintendent of the district in which such school is situate, or to the Secretary in districts where there is no Superintendent.

The said party of the second part hereby accepts the employment aforesaid and agrees to faithfully do and perform duties under the employment aforesaid, and to observe and enforce the rules prescribed for the government of the school by the Board of Education.

It is hereby agreed by the parties hereto that this contract may at any time be terminated by either party giving to the other \_\_\_\_\_ days' notice in writing of intention to terminate the same, but that in the absence of any provision herein for a definite number of days' notice, the contract shall run for the full term named above.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, Board of Education of the Township of Montville in the County of Morris.

President \_\_\_\_\_

Employee \_\_\_\_\_

Attest \_\_\_\_\_ Secretary

\* Insert monthly or semi-monthly.

Notes - This is a specimen contract that should be modified in accordance with the terms of employment.

N.J.S. 18 A:27-6 . . . "The salary . . . which shall be payable in equal semimonthly or monthly installments, as the board shall determine, not later than five days after the first and fifteenth day of each month in case of semimonthly installments and not later than five days after the close of the month in the case of monthly installments while the school is in session, a month being construed, unless otherwise specified in the contract, to be 20 school days or four weeks of five school days each; . . ."