

4-3106

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Approved 6-30-11  
14-21

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1977, 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 112 Main Road, Montville, 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"

WHEREAS, the Board and the MTCA have negotiated in an effort to reach agreement as to the terms of employment for the members of the MTCA within the school system for the school years 1977-1978 and 1978-1979:

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

1. The Board recognizes the MTCA as the majority representative for members of the Montville Township Custodial Association 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 1977-1978 and 1978-1979 school years 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.

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

8. Members of the 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 Eve Day and New Year's Eve Day.

9. Members of the 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 per year by the school physician at the expense of the Board.

11. Members of the MTCA who hold a Black Seal License will receive a stipend of \$50.00

12. All contracted custodial employees shall be entitled to four (4) personal days per year with pay.

A. Two (2) of these personal days shall be with reasons stated and be submitted for approval by the Superintendent of Schools at least 48 hours prior to days requested

B. Two (2) of the above personal days will be granted with notification given prior to the start of the school day. No statement of reasons will be required for these days.

13. Members of the MTCA employed by the Board will receive service increments on the following basis: after 15 years - \$150.; after 20 years - \$325.; after 25 years - \$500.

14. Members of the MTCA employed by the Board working the night shift will be paid \$175. as an incentive for working same.

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

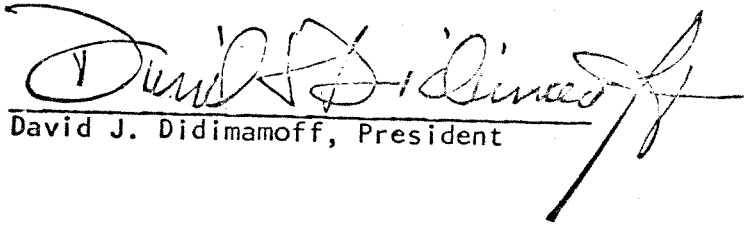
16. The Board will provide hospitalization insurance and related benefits for members of the MTCA employed by it similar to that coverage provided by Blue Cross-Blue Shield family plan with Rider J and Major Medical.

17. Contracted custodial employees also shall be entitled to take a total of four (4) leave days in circumstances where there is a death of a member of the contracted maintenance employee's "immediate family", which shall be defined as including spouse, child, parent, brother or sister. The Superintendent shall have the discretion to grant a reasonable extension of such leave for death in the employee's "immediate family" in the event a request for such extension is made, and the Superintendent determines that such request is reasonable.

18. The leave granted in items #6, #7, #8, #12 and #17 shall constitute the total leave allowed to contracted custodial employees for which compensation shall be paid

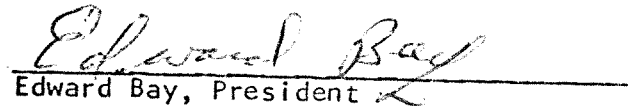
19. It shall be the determination of the Superintendent of Schools or his designated representative as to which employee will receive an increment and as to where the employee is to be placed on the guide.

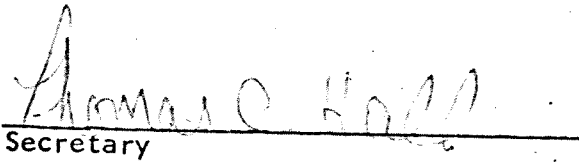
THE BOARD OF EDUCATION OF THE  
TOWNSHIP OF MONTVILLE, COUNTY  
OF MORRIS

  
David J. Didimamoff, President

  
Fred R. Bauermann, Board Secretary

THE MONTVILLE TOWNSHIP CUSTODIAN  
ASSOCIATION, COUNTY OF MORRIS

  
Edward Bay, President

  
Secretary

CERTIFIED LIST OF CUSTODIAL EMPLOYEES

Adam Nemerovich  
Gerald Castles  
Edward Bay  
Stephen Volos  
John Molitoris  
Andrew Johnson  
Sterne Harbeson  
Richard Oliver  
Thomas Hall  
Victor LaValley  
Chester Konopinski  
Sal Cassisi

John Rak  
Gary Wildeboer  
James DeAngelis  
Francis Bignell  
Thomas Gwaltney  
George Weis  
William Conklin  
Harry Murphy  
William Jones  
Thomas Kelly  
Jerry Matullo

~~PROPOSED~~

## SALARY GUIDE

1977-1978 - 1978-1979

<u>STEP</u>	<u>1977-1978</u>	<u>1978-1979</u>
1	7,700.	7,900.
2	7,960.	8,160.
3	8,220.	8,420.
4	8,480.	8,680.
5	8,740.	8,940.
6	9,000.	9,200.
7	9,260.	9,460.

Plus \$175.00 for night shift

Plus \$ 50. for holding a Black Seal License

Service Increment

after 15 years - \$150.

after 20 years - \$325.

after 25 years - \$500.

GRIEVANCE PROCEDURE

1977-78 - 1978-79

1. A "grievance" shall be defined herein as a complaint by a custodian or group of custodians or the Board (the "aggrieved persons") that there has been to such aggrieved persons a personal loss, injury or inconvenience because of a violation, misrepresentation or inequitable application of this agreement.

2. The following matters shall not be the basis of a grievance:

a. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the New Jersey Department of Education;

b. A complaint by any probationary custodian which arises by reason of the non-reemployment of said custodian;

c. Any matter which according to law is either beyond the scope of Board authority or limited by statute to unilateral Board action;

d. A complaint by any custodian arising from an unfavorable supervisory report or from the failure of such custodian to receive a favorable supervisory report, except that such custodian shall have all other rights provided by law.

3. The primary purpose of the within grievance procedure is to secure, at the lowest level possible, equitable resolutions to grievances arising between the parties, without interfering with normal school operations. The parties further agree that the proceedings conducted hereunder, except as expressly required herein, shall be kept as informal and confidential as possible.

4. The procedure for the processing of grievances shall be as follows:

a. Level 1: An aggrieved person (s) shall institute a grievance under the provisions hereof within 15 calendar days of the occurrence complained of, or within 15 calendar days after the aggrieved person (s) would reasonably be expected to know of its occurrence.

constitute an abandonment of the grievance and no further proceedings hereunder shall be permitted. The aggrieved person(s) filing a grievance hereunder shall first discuss the grievance orally with the aggrieved person(s)' immediate administrative supervisor (supervisor, principal, etc.) to attempt to resolve the matter at that level.

(b) Level 2: If, the grievance remains unresolved, the aggrieved person(s) shall within 5 days following the informal conference submit the grievance to the aggrieved person(s) immediate supervisor in writing which shall specify:

(1) the nature of the grievance and the remedy requested;

(2) the nature and extent of injury or loss;

(3) the results of the previous discussion; and

(4) the basis of the dissatisfaction with the determination.

The aggrieved person(s) immediate supervisor shall within 5 calendar days submit a written decision on the grievance which shall be transmitted to the aggrieved person.

(c) Level 3: If the grievance remains unresolved, the aggrieved person(s) shall no later than 5 calendar days after receipt of the immediate supervisor's written decision, appeal said decision to the Superintendent. The appeal must be in writing and include copies of all relevant documents as well as a statement explaining the aggrieved person(s) dissatisfaction with the decision previously rendered.

The aggrieved person shall at the time of the filing of the appeal also furnish the immediate supervisor with a copy of any additional documents(s) deemed relevant to the grievance. The Superintendent shall attempt to resolve the grievance as expeditiously as possible and shall have authority to conduct such hearings (in such a manner as he deems necessary) to resolve the grievance. In any event, the Superintendent shall within 10 calendar days after receipt of the written grievance

(unless a different period is mutually agreed upon) advise the aggrieved person(s) in writing of his determination to the immediate supervisor of the aggrieved

person (s) who acted on the grievance below.



(d) Level 4: If the grievance remains unresolved, the aggrieved person(s) shall state in writing no later than 5 calendar days after receipt of the Superintendent's decision, the grounds for the grievance to the Board in the same manner and in the same procedure as made to the Superintendent. The Board shall request and hold a hearing concerning the grievance and shall render a written determination of the grievance no later than 20 calendar days following receipt of the grievance.

(c) Level 5: If the grievance remains unresolved, the aggrieved person(s) shall have the right to advisory arbitration of the grievance provided that such request for advisory arbitration shall be made known to the Board, through the Board Secretary, no later than 10 calendar days following the determination of the grievance by the Board. Failure to demand arbitration within the aforesaid time period shall constitute a bar to arbitration unless the aggrieved person(s) and the Board shall mutually agree upon a different time period within which to assert the request.

5. The following procedure shall be used to secure the services of an arbitrator:

(a) Either party may request the American Arbitration Association ("AAA") to submit a roster of persons qualified to function as an arbitrator in the dispute.

(b) The procedure for arbitration shall be in accordance with the rules promulgated by the AAA and the parties agree to comply with the aforesaid rules.

(c) Each party shall bear the total cost incurred by themselves. The fees and expenses of the arbitrator are the only costs which shall be shared equally. All other expenses and costs incurred shall be borne by the party incurring same.

6. All time limits stated herein shall be deemed mandatory as a condition for compliance with the requirements of this Article and may be shortened or lengthened only upon the mutual written consent of the parties hereto.

Step on Guide \_\_\_\_\_

ORM A-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 em-

ploy 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; . . ."