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CONTRACT

BOARD OF EDUCATION OF THE TOWNSHIP OF MONTVILLE

AND

MONTVILLE TOWNSHIP EDUCATIONAL SECRETARIES ASSOCIATION

1976 - 1977

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RUTGERS UNIVERSITY

CONTRACT

THIS AGREEMENT made and entered into this day of , 1975 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, hereinafter referred to as the "Board", and the MONTVILLE TOWNSHIP EDUCATIONAL SECRETARIES' ASSOCIATION, a public employee association of the State of New Jersey, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, for the purpose of mutual understanding and in order that a harmonious relationship may exist between the Board and the Association, to the end that continuous and efficient services will be rendered to and by both parties, for the benefit of both;

NOW, THEREFORE, it is agreed as follows:

ARTICLE I - RECOGNITION

A. Unit

The Board hereby recognizes the Association as the majority representative for collective negotiation concerning grievances and terms and conditions of employment for all clerical employees employed by the Board (or to be employed by the Board, under contract or on leave).

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.

ARTICLE II - LEGAL REFERENCE

- A. If any provision of this agreement is held to be contrary to law, then such provision and application shall not be deemed valid and subsisting, except to the extent permitted by law. All other provisions contained herein shall continue in full force and effect.
- B. Personnel 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.
- C. The Board and the Association agree to enter into collective negotiations over a Successor Agreement in good-faith effort of both parties to reach agreement on matters concerning the terms and conditions of employment as well as salary for clerical personnel.
- D. At the request of the Association, the Board agrees to discuss with same any change in district practice which may effect the Association or its individual members.

ARTICLE III - COMPENSATION

Subject to the recommendation of the School Superintendent or Secretary to the Board and approval by the Board, the individual contract of each clerical employee employed by the Board during the 1976-77 school year shall provide for compensation in accordance with the salaries attached hereto in Schedule A.

ARTICLE IV - GRIEVANCE PROCEDURE

A. Definition:

A "grievance" is a claim by a clerical employee or groups of clerical employees based upon the interpretation, application or violation of this Agreement, policies or administrative decisions and practices affecting a clerical employee or a group of clerical employees.

B. 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 employee having a grievance to discuss the matter informally with any appropriate member of the administration.

C. Procedure:

The Board of Education and the clerical staff recognize that the best interests of public education will be served by establishing grievance procedures for non-certified staff personnel to provide an orderly method for them to seek mutually satisfactory agreement of problems before them, and to appeal through designated channels in the event of an impasse.

1. 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.
2. 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.
3. 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 decision in writing with reasons within five calendar days of the submission.
4. Provide, if the grievance remains unresolved, that the individual 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 calendar days of receipt of complaint.
5. Provide, if the grievance remains unresolved that the individual, group or association 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.
 - a. The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association, and shall be final and binding on the parties.
 - b. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

- c. A grievance by a clerical employee or group of clerical employees or the Association, must be filed pursuant to this article within fifteen (15) calendar days of the occurrence of the event which is the subject of a grievance, the Association agrees that if the grievance is not filed within said fifteen calendar days, it shall be deemed a waiver by the Association and its members of the right to file said grievance.
6. Time limits stated above may be shortened or lengthened only upon mutual consent of the parties.

ARTICLE V - EMPLOYEES RIGHTS AND PRIVILEGES

Whenever any employee is required to appear before any administrator or supervisor, Board of any committee member, representative or agent thereof concerning a disciplinary action, he shall be given prior written notice of the reasons for such meetings or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meetings or interview. Any suspension of a clerical employee pending charges shall be with pay.

ARTICLE VI - HOLIDAYS

- A. Twelve (12) month full-time employees on regular contract basis, exclusive of those on a school-related contract, shall receive 11 paid holidays plus afternoon-evening of Christmas and New Year's Day as follows:

New Year's Day - Washington's Birthday - Good Friday - Memorial Day - 4th of July - Labor Day - Columbus Day - Thanksgiving Day and the Friday after - Christmas Day - Veteran's Day
- B. Twelve (12) month full-time employees employed on a school-related contract basis shall receive 11 paid holidays as follows:

New Year's Day - Washington's Birthday - Good Friday - Memorial Day - 4th of July - Labor Day - Columbus Day - Thanksgiving Day and the Friday after - Christmas Day - Veteran's Day
- C. Ten (10) month employees on a regular contract basis shall receive 10 paid holidays as follows:

New Year's Day - Washington's Birthday - Good Friday - Memorial Day - Labor Day - Columbus Day - Thanksgiving Day and the Friday after - Christmas Day - Veteran's Day
- D. School personnel working on a school related contract may agree to work during the Mid Winter Recess upon the request of their building principal and shall be reimbursed at the regular hourly salary.

ARTICLE VII - VACATIONS

Clerical employees shall be entitled to vacation according to the following provisions:

1. If an employee leaves before the first year of employment has been

completed, he will receive a pro-rated vacation which will be based on .416 days per month of active employment.

2. Employees who have been continuously employed for less than 1 full year as of June 30th shall be entitled to .416 days per month of continuous employment (not to exceed 5 days vacation in a full contract year).
3. Employees who have been continuously employed for less than 2 full years of service, shall be entitled to .416 days per month of continuous employment as of June 30th (not to exceed 5 days vacation in a full contract year).
4. Employees who have been employed for 2 full years of continuous service shall be entitled to 2 weeks vacation.
5. Employees who have been employed for 7 full years of continuous service shall be entitled to 3 weeks vacation.
6. Employees who have been employed for 16 full years of continuous service shall be entitled to 4 weeks vacation.

A full year of employment shall constitute continuous employment from July 1st to June 30th.

ARTICLE VIII - PERSONAL DAYS

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

ARTICLE IX - SICK LEAVE

All personnel will be entitled to ten (10) sick leave days each contract year.

ARTICLE X - DAILY WORK HOURS

- A. All full-time employees shall work seven (7) hours per day. Not included in the seven (7) hour work day is a thirty (30) minute uninterrupted lunch period.
- B. Contracted half-time employees shall be entitled to all benefits as stipulated in this agreement.
- C. Any employee who works more than thirty-five (35) hours a week shall be paid time and one half for each hour worked beyond said thirty five (35) hours per week.

ARTICLE XI - INSURANCE

A. The Board will provide hospitalization insurance for full time members defined in Article I employed by it with coverage being substantially similar to the coverage provided by Blue Cross - Blue Shield family plan with Rider J. The Board reserves the right to select and/or change the insurance company to provide coverage.

The Board agrees to maintain the present level of medical benefits existing for the duration of this agreement. It is understood that specific benefits may vary from policy to policy.

ARTICLE XII - TUITION REIMBURSEMENT

The Board agrees to pay tuition costs for courses taken relevant to employee's position. Each employee would be entitled to a maximum of \$25.00 within a contracted year. Said courses will be submitted to the Superintendent for approval before reimbursement.

ARTICLE XIII - FULLY BARGAINED PROVISIONS

This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such 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 signed this agreement.

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.

SIGNED and SEALED the date aforementioned by the respective officers of the Board and the Association.

BOARD OF EDUCATION OF MONTVILLE TOWNSHIP

Patricia Gennari
President

ATTEST

Grace Casertino
Secretary

MONTVILLE TOWNSHIP EDUCATIONAL SECRETARIES ASSOCIATION

F. Rancerman Secretary
John M. Van Dyke President

SALARY GUIDE

SECRETARIAL ASSOCIATION

1976 - 1977

GROUP IDIFFERENTIAL

Secretary to the Superintendent (1827 hours)*	1.025
Secretary to the Board Secretary (1827 hours)*	1.02
Secretary to the Assistant Superintendent (1827 hours)*	.9
Secretary to the Director of Elementary Education (1827 hours)*	.9
Secretary to the Director of Community Education (1827 hours)*	.9
Secretary to the Director of Student Personnel Services (1722 hours)	.9

Step 1	\$4.64
Step 2	4.89
Step 3	5.14
Step 4	5.39
Step 5	5.64

GROUP II

Secretary to Principals (1722 hours)
Secretary to Vice Principals (1722 hours)
Secretary to Guidance Director (1722 hours)
Attendance Clerk/Switchboard Operator - H.S. (1414 hours)
1/2 Time Secretary (707 hours)
Secretary in Board Office (1827 hours)*
Secretary in Superintendent's Office (1827 hours)*

Step 1	\$4.24
Step 2	4.39
Step 3	4.54
Step 4	4.69
Step 5	4.84

GROUP III

Bookkeeper (1827 hours)*	1.05
Accounts Payable (1827 hours) *	
Payroll (1827 hours) *	1.025
Assistant Financial Clerk (1827 hours)*	.93

Step 1	\$4.29
Step 2	4.49
Step 3	4.69
Step 4	4.89
Step 5	5.09
Step 6	5.29

The Board reserves the right to place clerical employees new to the district on a step of an existing guide.

Longevity

\$ 150.00 after 15 years in Montville Township School System
 \$ 325.00 after 20 years in Montville Township School System
 \$ 500.00 after 25 years in Montville Township School System

*1827 hour employees will receive ~~15%~~ additional stipend.

1 1/2% RW
 P.H.

GROUP 1

NAME	STEP	HOURS	HOURLY RATE	DIFFERENTIAL	1827 STIPEND	1976-77 SALARY	INCREASE
Patricia Gennari (Superintendent's Office)	5	1827	X \$ 5.64	X 1.025	X 1.015	= 10,720.32	+ \$ 817.
Susan O'Neil (Board Secretary's Office)	5	1827	X \$ 5.64	X 1.02	X 1.015	= 10,668.03	+ \$ 765.51
Ann Mariash (Asst. Superintendent's Office)	5	1827	X \$ 5.64	X .9	X 1.015	= 9,412.96	+ \$ 715.80
Ann Renker (Elementary Education Office)	5	1827	X \$ 5.64	X .9	X 1.015	= 9,412.96	+ \$ 715.80
Jean Swackhammer (Community Education Office)	3	1827	X \$ 5.14	X .9	X 1.015	= 8,578.48	+ \$ 623.08
Grace Cosentino (Student Personnel Services Office)	4	1722	X \$ 5.39	X .9		= 8,353.42	+ \$ 535.54

GROUP 11

NAME	STEP	HOURS	HOURLY RATE	1827 STIPEND	1976-77 SALARY	INCREASE
Fanny Armstrong	5	1722	\$ 4.84		\$ 8,334.43	+ \$ 516.
Harriet Blahosky	4	1722	\$ 4.69		\$ 8,076.18	+ \$ 688.
Jean Dean	5	1722	\$ 4.84		\$ 8,334.48	+ \$ 516.
Alice Esselman	5	1722	\$ 4.84		\$ 8,334.48	+ \$ 516.
Josephine Pressimone	5	1722	\$ 4.84		\$ 8,334.48	+ \$ 516.
Doris Ruehl	4	1722	\$ 4.69		\$ 8,076.18	+ \$ 774.90
Harriet Hutchison	3	1722	\$ 4.54		\$ 7,817.88	+ \$ 774.90
Anne Kocher	4	1722	\$ 4.69		\$ 8,076.18	+ \$ 774.90
Lillian Nickoloff	3	1722	\$ 4.54		\$ 7,817.88	+ \$ 774.90
Sybil McLaren	2	707	\$ 4.39		\$ 3,103.73	+ \$ 282.80
Rosalie Graham	1	1414	\$ 4.24		\$ 5,995.36	+ \$ 565.60
Marie Kull	4	1827	\$ 4.69	x	\$ 8,697.16	+ \$ 556.32
Replacement (Betty Edmonds)	3	1827	\$ 4.54	x	\$ 8,294.58	

GROUP 111

NAME	STEP	HOURS	HOURLY RATE	DIFFERENTIAL	1827 STIPEND	1976-77 SALARY	INCREASE
Gloria Fidler	2	1827	\$ 4.49	.93	1.015	= \$ 7,743.44	+ \$ 314.36
Ann Burke	6	1827	\$ 5.29		1.015	= \$ 9,809.80	+ \$ 556.32
Josephine Tronio	6	1827	\$ 5.29	1.05	1.015	= \$ 10,300.29	+ \$ 861.37
Marie Marsh	6	1827	\$ 5.29	1.025	1.015	= \$ 10,055.05	+ \$ 708.85