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RUTGERS UNIVERSITY  
1974-75  
1975-76

THIS AGREEMENT, made this 16<sup>th</sup> day of September, 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 626B Main Road, Towaco,  
New Jersey

hereinafter called the "Board"

and

MONTVILLE TOWNSHIP EDUCATIONAL SECRETARIES' ASSOCIATION,  
a public employee association of the State of New Jersey

hereinafter called the "Association"

WITNESSETH:

WHEREAS, the Board and the Association have negotiated in an effort  
to reach agreement as to the terms of employment for clerical employees  
within the school system for the school years 1974-1975 and 1975-1976:

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

1. The Board recognizes the Association as the majority representa-  
tive as defined by Chapter 303 of the Laws of 1968 for clerical employees  
employed by the Board. Attached hereto as Schedule A is a certified list  
of those clerical employees who are presently members of the Association.
2. 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 1974-1975 and  
1975-1976 school years shall provide for compensation in accordance with  
the hourly rates attached hereto in 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 clerical employees represented by the Association  
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. Clerical employees, 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. The Board, upon submission of appropriate requests by individual clerical employees, shall make deductions and deposits on behalf of said employees with Tri County Credit Union or such other approved credit union requested in accordance with those statutes which require the Board to make such deductions.

7. The Board will provide hospitalization insurance for all full-time and contracted clerical employees, similar to that provided for teachers 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 the insurance company to provide the coverage.

8. Members of MTESA 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.

9. Members of MTESA shall receive a sick day per month worked per year for time lost because of personal illness. This amounts to ten (10) sick days for 10-month contracted employees and twelve (12) sick days for 12-month contracted (non-school related as well as school related) employees.

10. Members of MTESA 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 the day after, Christmas Day, Veteran's Day and afternoon-evening of Christmas and New Year's Day.

11. Each member of the MTESA shall be entitled to two 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 MTESA 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.

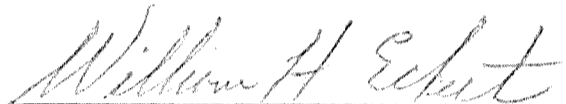
13. Members of the MTESA will receive reimbursement for attending night school for shorthand only at Montville Township High School's night school only. All members will be required to take shorthand effective July, 1975.

14. A 1½% additional increase will be given to all employees who are on a twelve-month non-school related contract (1827 hours).

15. A 5.5% increase on the total salary package for the 1975-1976 school year will be given.

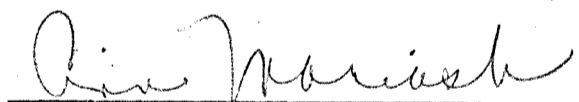
16. Both parties agree to begin in October of 1975<sup>WHS</sup> to enter negotiations for a salary guide for the school year 1976-1978<sup>WHS</sup>.


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

  
William H. Eckert, President

  
Fred R. Bauermann, Secretary

MONTVILLE TOWNSHIP EDUCATIONAL  
SECRETARIES' ASSOCIATION

  
Ann Mariash, President

  
Joan Bogdahn, Secretary

SCHEDULE A

Membership List - MONTVILLE TOWNSHIP EDUCATIONAL SECRETARIES' ASSOCIATION

1974-1975 and 1975-1976

Elsie Becan  
Ann Burke  
Cheryl Laird  
Marie Marsh  
Carol Mehring  
Jo Tronio  
Corinne Hart  
Virginia Walsh  
Joan Bogdahn  
Jean Dean  
Grace Cosentino  
Fanny Armstrong

Alice Esselman  
Rosalie Graham  
Nancy Hogan  
Harriet Huchinson  
Ann Kocher  
Ann Mariash  
Sybil McLaren  
Lillian Nickoloff  
Jo Pressimone  
Ann Renker  
Doris Ruehle  
Carmella Zisa

Schedule B

PROPOSED 08/70

1970-1972

GROUP 1 - EXECUTIVE SECRETARY

Departmental Secretary  
Board Secretary - Secretary

1877 hours - 12 months

- STEP I \$ 3.10
- STEP II 3.25
- STEP III 3.40
- STEP IV 3.55
- STEP V 4.10

GROUP 2 - ADMINISTRATIVE SECRETARY

Assistant Secretary  
Director of Administration  
Community Relations Director  
Administrative Assistant for Director

1882 hours - 12 months

- STEP I \$ 3.10
- STEP II 3.25
- STEP III 3.40
- STEP IV 3.55
- STEP V 4.10

GROUP 3 - HIGH SCHOOL PRINCIPAL

High School Principal - Secondary

1722 hours - 12 months

- STEP I \$ 3.10
- STEP II 3.25
- STEP III 3.40
- STEP IV 3.55
- STEP V 4.10

GROUP 4 - ADMINISTRATIVE SECRETARY

Assistant Secretary  
Director of Administration  
Community Relations Director  
Administrative Assistant for Director

- STEP I \$ 3.10
- STEP II 3.25
- STEP III 3.40
- STEP IV 3.55
- STEP V 4.10

GROUP 5 - PRINCIPAL SECRETARY

All Principal Secretaries  
Director of High School Division  
Secretary to the State Department  
Secretary to Assistant Principal in High School

1722 hours - 12 months

- STEP I \$ 3.10
- STEP II 3.25
- STEP III 3.40
- STEP IV 3.55
- STEP V 4.10
- STEP VI 4.25

GROUP 6 - PRINCIPAL SECRETARY

Assistant Principal  
Director of Administration  
Community Relations Director  
Administrative Assistant for Director

1882 hours - 12 months

- STEP I \$ 3.10
- STEP II 3.25
- STEP III 3.40
- STEP IV 3.55
- STEP V 4.10

GROUP 7 - SECRETARY

1877 hours - 12 months

- STEP I \$ 3.05
- STEP II 4.15
- STEP III 4.35
- STEP IV 4.55
- STEP V 4.75
- STEP VI 5.35

PAYROLL

1827 hours - 12 months

STEP I	\$ 3.50
STEP II	4.10
STEP III	4.30
STEP IV	4.50
STEP V	4.70
STEP VI	4.90

ACQUISITION PAYROLL

1417 hours - 12 months

STEP I	\$ 3.25
STEP II	3.55
STEP III	3.85
STEP IV	4.15
STEP V	4.45
STEP VI	4.75

Part-time temporary, observational and 7-12 clock - \$3.00 per hour

1. 11 paid holidays for 10 and 12 month non-scheduled contracts  
17 paid holidays for 12 month non-scheduled contracts
2. Sick days (paid) - 1 day per month worked: 12 days-10 months  
12 days-12 months
3. Disbursement for supplies, a day school fee, overhead  
re. District's Township's and school only. All items will  
be required to take the same effective July, 1975.
4. 6 paid personal days - 3 with permission and 3 without permission
5. 9.5% increase on the total salary package for the 1975-1976 school  
year
6. 1.5% increase in salary will be given for employees who are on  
12-month non-scheduled contracts (1827 hours) -

H. RESOLVING DISAGREEMENTS

EXHIBIT I

Recognizing, as they do, their respective responsibilities for the education of the children of the community, the Board and staff accept their obligation to assure the uninterrupted operation of the school system.

To this end, the parties pledge themselves to negotiate in good faith such matters as may appropriately be included in an agreement between them, and, in the event of failure to reach agreement, to utilize in good faith such mediatory facilities as may usefully contribute to arriving at agreement through mediation, such person should be qualified by general background in the educational field. The report of such person shall be advisory only and shall not be binding on the parties. However, for arbitration, the decision will be binding. Although the parties include the provisions of this paragraph for the purpose of indicating their pledge to the community to prevent the interruption of the operation of the school system, they nevertheless reiterate that each of them will make every effort to reach agreement at the local level where important details of the needs of the school system can most clearly and thoroughly be understood.

Any costs and expenses which may be incurred in securing and utilizing the services of any person or persons in mediation or arbitration shall be shared equally by the Board and Association.

PROCEDURE FOR HANDLING GRIEVANCES

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.

*Procedure*

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 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.

SUPPLEMENT I

For all preliminary negotiations prior to signing the final agreement, it will suffice for a committee if less than five Board Members to negotiate for the entire Board. Upon completion of negotiations and the presentation of an agreement in final form, five or more Board members will meet with the duly authorized representatives of the teaching staff for signing of said agreement by both parties.

I. LEAVES1. Maternity Leave

The Board of Education will grant a leave of absence for maternity to any tenure staff member upon written request for such leave.

Such leave of absence may be for a period of two years, and may be renewed at the will to the board. The applicant should be filed as soon as possible after pregnancy is determined and the employ shall terminate her work not later than the end of the fifth month of pregnancy.

*(See Attached revision)*

2. Military Leave

Any regular employee of the Montville Township Schools who may enlist or be conscripted into the defense forces of the United States for service or training shall make application for military leave. He shall be reinstated to his position in this school system with full credit, including the annual increment under the salary schedule upon written request supported by competent proof that said applicant is fully qualified to perform the duties of said position. Said application for reinstatement shall be made within a reasonable time after discharge or release from military service, and not later than ninety days from date of said release or discharge.

While employee is on said leave, it is mandatory that the Board of Education keep up his annual payments to the New Jersey's Pension and Annuity Fund or Public Employee's retirement System.

3. Leave of Absence due to Ill Health, Injury, or other Equally Grave Emergency

A. An employee in this school system may be granted a leave of absence for one or two semesters on account of personal illness, accident other equally grave emergency, and/or for rest and recuperation.

B. Written application for such leave shall be made by the employee, addressed to the Superintendent of Schools who shall, upon receipt of same, make such investigation as he may deem necessary to .

Schedule D

Step on Guide \_\_\_\_\_  
FORM 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 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; . . ."