

Montville Township Board of Education

THE BOARD OF EDUCATION OF THE TOWNSHIP OF MONTVILLE

AND

THE MONTVILLE TOWNSHIP MAINTENANCE ASSOCIATION

1989-1990

1990-1991

Approved:

October 2, 1989

X Ticket 1, 1989? - June 30 1991

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THIS AGREEMENT, made this day of
19 , 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 39 Woodmont Road, Pine Brook, New Jersey hereinafter called the "Board" and THE MONTVILLE TOWNSHIP MAINTENANCE ASSOCIATION, a public employee association of the State of New Jersey hereinafter called the "MTMA".

WITNESSETH

WHEREAS, the Board and the MTMA have negotiated in an effort to reach agreement as to the terms of employment for the members of the MTMA within the school system for the school years 1989-1990 and 1990-1991:

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

1. The Board recognizes the MTMA as the majority representative for members of the Montville Township Maintenance Association employed by the Board.
2. Subject to the recommendation of the Superintendent of Schools and approval by the Board, the individual contract of each employee of the MTMA employed by the Board during the 1989-1990 and 1990-1991 school years shall provide for compensation in accordance with the salary guides entitled "Maintenance" attached hereto as Schedule A.
3. The Grievance Procedure, negotiated by and between the parties hereto and attached hereto as Schedule B 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 MTMA 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 C.
5. Members of the MTMA employed by the Board shall 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 MTMA employed by the Board shall receive vacations on the following basis: under one year service vacation will be pro rated;

After 1 year = 2 weeks

After 5 years = 3 weeks

After 10 years = 4 weeks

Vacation to be taken at any time with facilities manager's approval.

7. Members of the MTMA shall receive a total of twelve (12) sick days per year for time lost because of personal illness. Any unused sick leave days shall be cumulative and available for sick leave, if needed, in subsequent years. Upon retirement all unused sick days shall be compensated at the rate of \$24 per day. Eligibility for this payment shall be contingent upon eligibility under the New Jersey State Retirement System.

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

9. When the contracted holidays such as Columbus Day and Veterans' Day in the individual and master contracts conflict with the school calendar, the members of the MTMA agree to utilize these holidays as "floating holidays" to be taken between October 5, and June 30 of each school year.

The floating holiday concept provides employees with a maximum autonomy in selecting a holiday that is of benefit and convenience to them. This approach shall, in all probability result in employees taking their holidays over a wider range of time and thus minimize the disruption in the educational program that shall occur due to their absence.

If an employee, has made plans for a holiday in conflict, which cannot be changed they shall be entitled to take the specified holidays.

In order that the district has reasonable knowledge as to the employee's plans, the employee shall use a personal day request form in order to indicate when the floating holidays will be taken.

10. Members of the MTMA employed by the Board shall 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 Friday); double time for work on Sundays and the days listed in paragraph #8 as holidays with the exception as noted in paragraph #9.

Adequate notice (at least forty-eight hours) shall be provided with regard to a change in normal working hours except in emergency situations or when the normal operation of the schools would be affected.

Overtime - minimum of two hours each time employee is called out of home.

11. Each member of the MTMA must submit to one physical examination during this contract by the school physician or physician of own choice at the expense of the Board not to exceed \$200.

12. All contracted maintenance 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 shall be granted with notification given prior to the start of the school day. No statement of reasons shall be required for these days.

C. Each unused non-cumulative personal day shall be converted to cumulative sick leave at the end of each school year. Members of the MTMA may accumulate only a maximum of (15) fifteen sick days during each contract year.

13. Members of the MTMA employed by the Board shall receive service increments on the following basis: after five years - \$100 after 10 years - \$200; after 15 years - \$300; after 20 years - \$600.

14. The Board shall supply members of the MTMA employed by the Board with three uniforms, or the equivalent of the type being supplied, per year. Two (2) summer style shirts shall be provided to each member of the MTMA. Any maintenance person not completing their initial full year of service for any reason shall reimburse the board for cost of uniforms on a pro rated basis.

15. The Board shall provide hospitalization insurance and related benefits for members of the MTMA 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.

The Board shall also provide for family dental insurance. A full vision plan will be provided for 1990-91 at a maximum cost of \$1,190 to the board.

16. Contracted maintenance 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, mother-in-law, father-in-law, brother, or sister, grandmother, grandfather and grandchild. 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 request is reasonable.
17. The leave granted in items #6, #7, #8, #11 and #15 shall constitute the total leave allowed to contract maintenance employees for which compensation shall be paid by the Board.
18. Members of the MTMA, employed by the Board and able to show evidence of holding a motor vehicle license shall receive a stipend of \$100 per year.
19. All current members of the MTMA must have or obtain a Black Seal License. New members of the MTMA must obtain the Black Seal License within six (6) months of date of employment. Members of the MTMA who hold a Black Seal License shall receive a stipend of \$275 for the 1989-1990 and \$417 for the 1990-1991.
20. Members of the MTMA employed by the Board shall be provided with work and/or safety shoes with a maximum of \$150, at suppliers designated by the Board and specification approved by the facilities manager.

21. The MTMA shall participate in the state sponsored disability program. It is understood that participation is contingent upon all district employees approving membership of same and is a payroll deducted item."
22. Seniority begins on date of hire, including thirty (30) day trial basis.

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

ATTEST:

Viola O. Feshe

PRESIDENT

Dominic J. Butta 11/15
BOARD SECRETARY

THE MONTVILLE TOWNSHIP MAINTENANCE
ASSOCIATION, COUNTY OF MORRIS

ATTEST:

Christopher Guida

PRESIDENT

James Petrot
REPRESENTATIVE

SALARY GUIDE - MAINTENANCE/MECHANIC

<u>STEP</u>	<u>1989-1990</u>	<u>1990-1991</u>
1	\$17,900	\$18,500
2	\$18,969	\$19,600
3	\$19,973	\$20,771
4	\$21,117	\$21,810
5	\$21,957	\$23,123
6	\$22,864	\$24,043
7	\$23,843	\$25,037
8	\$24,900	\$26,108
9	\$26,015	\$27,265
10	\$26,503	\$28,486
11	\$31,109	\$29,021
12	-	\$34,064

Plus \$275 Black Seal License - 1989-1990

Plus \$417 Black Seal License - 1990-1991

Plus \$100 Driver's License

Service Increment

After 5 years - \$100

After 10 years - \$200

After 15 years - \$300

After 20 years - \$600

It is the policy of Montville Township School District not to discriminate on the basis of race, color, creed, religion, sex, ancestry, national origin, of social or economic status in its educational programs or activities and employment policies as required by State Law. Inquiries regarding compliance may be directed to Mrs. Estelle Heller, Affirmative Action Officer at the Board of Education Office, c/o Woodmont School, 39 Woodmont Road, Pine Brook, New Jersey 07058, 882-0221.

8-19-89

mc

GRIEVANCE PROCEDURE

1. A "grievance shall be defined herein as a complaint by a maintenance man or group of maintenance men 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 maintenance man which arises by reason of the non-reemployment of said maintenance man;
 - 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 maintenance man arising from an unfavorable supervisory report or from the failure of such maintenance man 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.

Failure to so act within the aforesaid 15 day period shall be deemed to 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 five (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 five (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 five (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 appeal also furnish the immediate supervisor with a copy of any additional document(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 ten (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 five (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 twenty (20) calendar days following receipt of the grievance.

E. 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 ten (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 person(s) 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 the 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 _____
Educational Level _____
Approved at Meeting _____
School _____

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, _____ 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 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 situated, or to the Secretary of the district 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 _____

Test _____ 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. 18A:27-4 The salary which shall be payable in equal semi-monthly 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 semi-monthly 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.

MEMORANDUM OF AGREEMENT

All benefits listed in this agreement will be in effect from date of hire after completion of thirty (30) day trial period and receiving a formal contract.

Montville Township
Board of Education

Viola A. Lusk
President

ATTEST:

Dominic J. Butler '18
Secretary

Montville Township
Maintenance Association

Christopher Guida
Representative

ATTEST:

James Petrak
Representative

10-18-89
DATE

DJB:mc
10/17/89