

4-3014

07-10

A G R E E M E N T

Between

LIVINGSTON BOARD OF EDUCATION

And

LIVINGSTON CUSTODIANS ASSOCIATION

For the Period
From July 1, 1971 through June 30, 1973

THIS A G R E E M E N T is made and entered into this day
of June, Nineteen Hundred and Seventy One (1971),

BETWEEN

THE BOARD OF EDUCATION OF THE
TOWNSHIP OF LIVINGSTON, ESSEX
COUNTY, NEW JERSEY, hereafter
the "Board";

AND

LIVINGSTON CUSTODIANS ASSOCIATION,
hereafter the "Association";

WHEREAS, pursuant to the requirements of the New Jersey Employer-
Employee Relations Act, agreements reached between public employers and
the majority representative of an appropriate employee unit shall be em-
bodied in writing, signed by the authorized representatives and filed
with the New Jersey Public Employment Relations Commission; and

WHEREAS, certain agreements have been reached between the Board
and the Association, the said Association being the recognized majority
representative of the unit of the Board's employees consisting of all
of the regularly employed contractual custodial staff of the school
district. (Unless otherwise indicated, as used herein the term "employee"
shall refer to all employees covered in the described unit as above
defined.)

NOW, THEREFORE, it is mutually agreed between the Board and the
Association as follows:

ARTICLE I

COMPENSATION

The salary schedule to obtain for employees covered in this unit shall be as set forth on Schedule A annexed hereto and made a part hereof.

ARTICLE II

CERTAIN HEALTH INSURANCE

The Board hereby agrees to provide certain health insurance, all in accordance with Schedule B annexed hereto and made a part hereof.

ARTICLE III

GRIEVANCE PROCEDURE

The grievance procedure to obtain shall be as set forth on Schedule C annexed hereto and made a part hereof.

ARTICLE IV

SUBSEQUENT NEGOTIATIONS PROCEDURE

The Board and the Association agree that negotiations concerning the terms and conditions of employment for the contract which shall succeed this agreement shall commence no later than the week of October 16, 1970, at which time all Association requests to the Board shall be submitted in writing. Both parties shall have representatives meet to negotiate at mutually agreed upon times. Each party shall submit to the other at least three days prior to any meeting pertinent material on matters to be discussed; however, this time limit may be waived by mutual consent.

The aforesaid negotiations procedure can be modified by mutual agreement of the parties.

ARTICLE V

SICK LEAVE, TEMPORARY AND EXTENDED
LEAVES OF ABSENCE

Sick leave rights and temporary and extended leaves of absence shall be as provided for on Schedule D annexed hereto and made a part hereof.

ARTICLE VI

DURATION OF AGREEMENT

This agreement dated as above shall take effect on July 1, 1971, and shall continue in full force and effect without change through June 30, 1973, except for the following:

1. The salary Schedule A shall be in effect for the duration of the Employees' Agreement of 1971-73 under the following conditions:

a. If the rise in the cost-of-living index of the Bureau of Labor Statistics for the New York-Metropolitan area for the year ending October 31, 1971, does not exceed 4.0%, all employees below maximum shall receive an increment on Schedule A as proscribed, for satisfactory service; employees at maximum will, for satisfactory service, receive an increase equal to the percentage rise in that cost-of-living, but that increase shall be no more than the largest increment in that employee's salary column.

b. If the rise in the cost-of-living index of the Bureau of Labor Statistics for the New York-Metropolitan area for the year ending October 31, 1971 exceeds 4.0%, salary Schedule A and no other part of this agreement will be reopened for

negotiation for the year 1972-73. Such negotiation shall be initiated during the first week of December, 1971.

2. If the language of the contract does not reflect the intent of the parties, further discussion, limited to five hours, shall be held to determine, by mutual agreement, the change of language to be incorporated into the agreement.

ARTICLE VII

ENTIRE AGREEMENT

This agreement incorporates the entire understanding of the parties on all issues covered and provided for herein, and during the term of this agreement, neither party shall be required to re-negotiate concerning said issues for the period covered herein, with exceptions as noted in Article VI.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year aforesaid.

For the Board:

Secretary

President

For the Association:

Secretary

President

SCHEDULE 1.CUSTODIAN SALARY GUIDE1971/72 - *1972/73

STEP	HEAD			SKILLED MAINT.	REG. CUSTODIAN SEMI-SKILLED MAINT.	ASST. CUST. MAINT.	MATRON
	High Sch	Jr. High	Elem.				
1.	7225	6912	6683	6643	6266	6266	4309
2.	7329	7100	6871	6831	6528	6528	4485
3.	7532	7303	7074	7114	6731	6692	4675
4.	7731	7502	7273	7398	6935	6831	4868
5.	7986	7779	7550	7679	7207	6975	5056
6.	8280	8051	7822	7963	7479	7114	5250
7.	8550	8321	8092	8245	7749	7398	5440
8.	8823	8594	8365	8528	8021	-	5631
9.	9096	8867	8638	8811	8294	-	5822
10.	9367	9138	8909	9094	8565	-	-
11.	9638	9409	9180	9374	8837	-	-

ADDENDUM:

- *1. Refer to Article VI - Duration of Agreement.
2. Increments - All advancement on the guide, including annual increments and raises as set forth in the salary guides now in effect, and as the same may be adopted from time to time by the Board of Education shall not be considered automatic; advancement on any such guide shall require favorable reports covering the competence, the performance of duties assigned, and record of attendance of each employee by the Secretary-Business Administrator, and approval by the Board of Education.

SCHEDULE B
HEALTH INSURANCE

Eligibility

All regular employees who work at least twenty (20) hours each week in their job category shall be eligible for employee benefits paid by the Board as prescribed by the Board, and as provided for in the school budget.

Where both husband and wife are employed by the Board, one shall be entitled to the specified benefit.

Employees contracted for ten or more months each year shall be eligible for twelve months benefit coverage under this policy. Employees contracted for less than a ten month period shall be eligible for benefits for only those months in which they work, providing they work 50% or more of the contract year normal for their classification, and at least twenty (20) hours each week.

The Board agrees to pay for the years 1971-72 and 1972-73, the cost of health coverage for all employees covered by this contract; these Board-paid benefits shall include appropriate coverage not to exceed full family premium for hospitalization, medical-surgical, "Rider J" type coverage, and major medical coverage to \$50,000. Nothing else is to be included.

When an employee is covered by Senior Coverage, the Board shall pay the premium cost of the appropriate plan of coverage.

SCHEDULE C
GRIEVANCE PROCEDURE

A. Statement of Purpose

An employee is encouraged to resolve his grievance through informal discussion between the relevant parties at the lowest possible levels. If the formal grievance procedure is initiated, it shall not be mandatory to continue through all of its stages if satisfactory resolution is achieved at lower levels.

B. Definition of Terms

1. **Grievance:** A grievance shall mean a complaint by an employee that there has been as to him a misinterpretation, misapplication or violation of any of the provisions of the contract (to which this grievance procedure is annexed) or of any policy or administrative decision.

2. **Employee:** Said term shall include any regularly employed individual, whether full or part time, receiving compensation from the Board. It shall not include non-contractual employees such as substitutes or tutors, nor shall it include, in their capacity as such, employees of collateral ventures of the Board such as the summer school or the Livingston Student Development Program.

3. **Exclusions:** However, the term "grievance" shall not apply to any matter for which (1) a method of review is prescribed by law or State Board Rule; or wherein (2) The Board of Education is without authority to act; or wherein (3) a complaint relates to the non-renewal or termination on notice of a non-tenure employee's contract.

SCHEDULE C (Cont.)

C. General Principles

1. No employee participating in the grievance procedure herein outlined, whether as a party or a representative, shall be subject to coercion, restraint, discrimination, or reprisal in his employment by reason of such participation.

2. Except at Stage III, all discussions, meetings and conferences shall, insofar as practicable, be conducted during normal daytime hours and without undue interference with the parties' regular duties, and maximum efforts shall be made to avoid involvement of students in any phase of the grievance procedure. It is to be expected that Stage III proceedings will ordinarily be conducted in the evening at executive sessions of the Board of Education.

3. The aggrieved employee shall have the right to be represented at all stages of the procedure, by himself, by an appropriate officer or designee of his employee unit, and/or by counsel. When an employee will be represented, written notice must be given three (3) days in advance.

4. Stipulated times provided for herein are intended as outer limits to be strictly adhered to, except in cases of closing of school or extenuating circumstances, such as illness or personal emergency, in which events the aggrieved party and his superior at the then pending stage of the grievance shall mutually agree to appropriate extensions of time.

5. This procedure generally provides for three stages of action, and in the case of most employees it will operate at all stages.

SCHEDULE C (Cont.)

However, in the instance of some employees and by reason of their position within the organizational scheme prevailing in this district, Stage I in the procedure may be eliminated. No employee shall pursue a formal grievance with a superior who is also a member of the same unit. If such is the case, the employee shall commence his grievance at the stage determined by the position of his immediate superior, and he shall follow the procedure therefor as outlined herein.

6. This grievance procedure and the administration hereof shall, in all respects, comply with the laws and statutes of the State of New Jersey and with the Rules and Regulations of the State Board of Education, and to the extent that any provision of this procedure or the administration hereof in any given case conflicts with any said law, statute, rule or regulation, then the conflicting portion of this procedure or the administration thereof in the particular case shall be null and void.

7. Determinations at the Stage II level may be made by an Assistant Superintendent or an Assistant Secretary-Assistant Business Administrator, provided both the aggrieved and the Superintendent or the Secretary-Business Administrator (as the case may be) mutually agree in advance to accept a hearing and determination by such an Assistant.

D. Stage I

An employee having a grievance shall present it in the first instance to his immediate superior within 60 calendar days after the occurrence of the event or events giving rise to the same. The

SCHEDULE C (Cont.)

presentation may be oral; however, the immediate superior shall be specifically advised that the employee is invoking the formal procedure provided for herein. The employee and the immediate superior shall attempt to resolve the grievance promptly, and in any event, the immediate superior shall advise the aggrieved of his determination within 5 working days from the date of the original presentation of the grievance. The said advice may be given either orally or in writing in the discretion of the Stage I superior.

3. Stage II

In the event that the aggrieved is not satisfied with the determination arrived at in Stage I, he shall file a written petition with the Superintendent of Schools or with the Secretary-Business Administrator in the case of those employees within the jurisdiction of his office. This petition shall be filed within 15 working days from the receipt of notice of the determination arrived at in Stage I, and he shall deliver a copy of his petition to the administrator who made the determination at the Stage I level. Failure to petition within the said 15 working days shall be deemed to constitute an abandonment of the grievance and an assent to the Stage I determination.

The petition to be filed shall contain at least the following:

1. A brief description of the grievance and the essential facts relating thereto, including an identification of the provisions of the contract, board policy, or administrative decision which it is alleged have been misinterpreted, misapplied or violated.

SCHEDULE C (Cont.)

B. The dates upon which the aggrieved first commenced Stage I proceedings and received notice of the Stage I determination.

C. The aggrieved's understanding of the Stage I determination.

D. A description of the action requested to be taken or of the relief requested to be granted by the Superintendent or the Secretary-Business Administrator (as the case may be).

E. The signature of the aggrieved, which signature shall constitute a representation that the petition's contents are accurate and that it is filed in good faith for the purposes stated therein.

Upon receipt of the petition, the Superintendent or the Secretary-Business Administrator (as the case may be) shall direct the administrator making the Stage I determination to submit a written response to the petition setting forth his understanding of the following:

A. The nature of the grievance and the essential facts relating thereto and the provisions of the contract, board policy, or administrative decision which are alleged to be involved.

B. The dates upon which the Stage I proceeding was commenced and then determined.

C. The determination made at Stage I and the reasons therefor.

D. The signature of the Stage I superior, which signature shall constitute a representation that the determination made by him was arrived at after hearing all pertinent statements in the matter.

Both the petition and the Stage I supervisor's answer thereto shall be made available to the parties concerned.

SCHEDULE C (Cont.)

Utilizing the petition and the Stage I supervisor's answer and all other information and data, the Superintendent or the Secretary-Business Administrator shall then proceed to determine the matter, and he shall advise the parties of his determination within 15 working days from the date upon which the petition was first filed with him. His determination may be in either written or oral form.

F. Stage III

In the event that the aggrieved is not satisfied with the determination arrived at in Stage II, he shall file a petition to the Board within 10 working days from the receipt of notification of the Stage II determination, and he shall forthwith deliver a copy thereof to the Secretary of the Board. Failure to file a petition to the Board within the said 10 working days shall be deemed to constitute an abandonment of the grievance and an assent to the Stage II determination.

The Board petition to be filed with the Board Secretary shall contain at least the following:

- A. An incorporation by reference of the Stage II petition and answer, copies of which shall be delivered to the Board Secretary.
- B. The date upon which the aggrieved was informed of the Stage II determination.
- C. Any additional matters not otherwise set forth in the Stage II petition which the aggrieved wishes to call to the attention of the Board.

SCHEDULE C (Cont.)

D. A description of the action requested to be taken or the relief requested to be granted by or from the Board.

E. The signature of the aggrieved, which signature shall constitute a certification as hereinabove provided for.

Promptly after the filing of the board petition, the Superintendent or the Secretary-Business Administrator (as the case may be) shall prepare a full and complete written report of his findings and determination made at the Stage II level, if one has not been previously prepared, and he shall file the same with the Board and deliver a copy thereof to the aggrieved.

Thereafter, the Board shall proceed to hear the matter as promptly as possible. The hearing shall be based upon the filed documents aforementioned, unless the aggrieved or the Stage II administrator requests the Board to schedule a hearing date for the presentation of other matters, in which event the Board shall do so. The Board shall then render its determination of the issue or issues presented by the grievance within 30 calendar days from the date of the filing of all papers or, in the case of a scheduled hearing, within 30 calendar days from the conclusion of the hearing. The Board's determination may be rendered orally or in writing. However, if the same is rendered orally, it shall be in the presence of the parties and an accurate summary thereof shall be made available.

SCHEMATIC 1SICK LEAVE, TEMPORARY AND SCHEDULE LEAVES OF ABSENCEI. PERSONAL ILLNESS

- a. The lay of absence per year of employment contract shall be allowed for personal illness each school year without pay deduction.
- b. If less than the allotted number of days of sick leave are used during a school year, the balance of unused time shall be accumulated without limit.
- c. Absences beyond leave provided for in "A" and "B" will be deducted on the basis of one-half day's pay for as many days as were accumulated up to the end of the previous fiscal year.
- d. Payment for absence beyond accumulated days may be taken into consideration by the board. Regularity of attendance and length of service shall be considered.
- e. In all absences under this section exceeding five consecutive work days, the employee shall file a physician's certificate with the administrator to whom he is responsible.
- f. In Workmen's Compensation cases, whenever any employee is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, his employer shall pay to such employee the full salary or wages for the period of such absence for up to the calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any Workmen's Compensation award made for temporary disability.

II. QUARANTINE

Absences due to quarantine not due to personal illness shall be allowed without deduction or reduction in days of sick leave, upon filing of certificate of quarantining officer.

SCHEDULE DIII. EMERGENCY ABSENCES

Emergency absence may be approved without pay deductions as follows:

- a. By applicant submitting a request on the special form provided by the administrator to whom he is responsible, prior to the occurrence of the absence if possible. This request should state what the emergency is that requires the employee's absence from duty.
- b. Four days may be allowed for emergency during the school year with one unused day accumulated per year for a total of not more than seven in any one school year.
- c. If an employee has an accumulation of emergency days from previous years up to and including June 30, 1971, then he will be eligible for emergency days for 1971-72 according to the following table:

<u>Days accumulated to June 30, 1971</u>	<u>Days allowed for 1971-72</u>
4	7
3	7
2	6
1	5
0	4

Absences under this category include:

1. Urgent personal family business which can only be transacted or conducted during the time that school is in session, warranting absence from duty.
2. Religious observance, requiring a full-day absence.
3. Unforeseen occurrences that happen abruptly and which prevent the employee from coming to work.
4. Visits for medical or dental services that have been arranged at a prior date. This sort of leave may be used instead of using a sick day; the option lies with the employee and should be so stated in advance. However, emergency days may not be used as sick days nor to supplement sick leave when all other benefits run out.
5. Care of an ill member of the immediate family only when no one else is available.

III. EMERGENCY LEAVES (to be added)

6. College visitations, whether for transportation, parents' days, or other purposes, will be judged individually with emphasis, as a deciding factor, on the urgency of the trip. In all other instances, if both parents are members of the staff, only one will ordinarily be permitted to go.
7. a. Death in the immediate family (immediate family means husband, wife, mother, father, parent-in-law, child, brother, sister, and immediate members of the household).
- b. Death of other relatives.
- c. If such death's occurrence is in violation of the contracting of the employee's emergency days for the year, the Superintendent or Secretary-Business Administrator, as the case may be, may accord appropriate relief.
8. Leave to be provided, proof is filed with the Board of Education.
9. Production of employee, as usual, to be filed.
10. Instances not specifically provided for above, at the discretion of the Superintendent or Secretary-Business Administrator, as the case may be.

IV. LEAVES

- a. Any employee of the Board of Education shall notify the administrator to whom she is responsible as soon as she is aware that she is pregnant. Mutual agreement can then be reached on the date of resignation, in cases of non-tenured employees, or application for a maternity leave of absence with or without pay, in case of a tenured employee. Her date of leaving will depend on ability to be replaced, on the administrator's judgment as to the best date of leave, or the employee's wishes and her doctor's advice.
- b. Leave of absence shall extend for one year following the birth of the child, and as long as may be required in accordance with the next succeeding only 1 for 12-month employees or September 1 for 12-month employees.
- c. If unusual conditions prevail the employee may apply to the Board of Education for permission to return to a position for which she qualifies, prior to the termination of the period for which leave was granted.