

4-20/4

THIS DOES NOT
CIRCULATE

A G R E E M E N T

Between

LIVINGSTON BOARD OF EDUCATION

and

LIVINGSTON CUSTODIAN'S ASSOCIATION

6-20/4

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Labor Relations

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For the Period

July 1, 1978 through June 30, 1979

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PREAMBLE

THIS AGREEMENT is made and entered into this 12th
day June, Nineteen Hundred and Seventy-eight (1978)

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

AND THE 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 embodied 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 the regularly employed contractual custodial staff of the school district whether under contract or on leave, employed by the Board, except for the following: Superintendent of Buildings and Grounds, Assistant Superintendent of Buildings and Grounds, and Maintenance Foreman. (Unless otherwise indicated, as used herein the term "employee" shall refer to all employees covered in the described unit as above defined.) In all cases where a masculine pronoun or adjective appears, the reference should be to either masculine or feminine.

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

ARTICLE I
NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than the time prescribed by law. 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. Any agreement so negotiated shall apply to all Employees, be reduced to writing, be signed by the Board and the Association, and be adopted by both parties.

B. 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.

ARTICLE II

LIVINGSTON BOARD OF EDUCATION
CUSTODIAL SALARY GUIDE 1978-79

<u>STEP</u>	<u>HD. CUST. HIGH SCHOOL</u>	<u>MASTER MAINTENANCE</u>	<u>HD. CUST. JR. HIGH</u>	<u>SKILLED MAINTENANCE</u>	<u>HD. CUST. ELEMENTARY ASS'T L.H.S.</u>
1	11,100	10,600	10,300	9,900	9,800
2	11,300	10,900	10,600	10,200	10,100
3	11,600	11,200	10,900	10,500	10,400
4	11,900	11,500	11,200	10,800	10,700
5	12,200	11,800	11,500	11,100	11,000
6	12,500	12,100	11,800	11,400	11,300
7	12,800	12,400	12,100	11,700	11,600
8	13,100	12,700	12,400	12,000	11,900
9	13,500	13,000	12,700	12,300	12,200
10	13,900	13,300	13,100	12,700	12,600
11	14,300	13,700	13,500	13,100	13,000
12	14,700	14,100	14,000	13,600	13,500
13	15,100	14,600	14,500	14,100	14,000
14	15,500	15,100	15,000	14,600	14,500

<u>STEP</u>	<u>NIGHT CUSTODIAN SEMI-SKILLED MAINTENANCE</u>	<u>ASS'T. CUSTODIAN MAINTENANCE (DAYS)</u>	<u>ASS'T. NIGHT CUSTODIAN</u>
1	9,400	8,800	9,200
2	9,700	9,000	9,400
3	10,000	9,200	9,600
4	10,300	9,500	9,900
5	10,600	9,800	10,200
6	10,900	10,200	10,600
7	11,200	10,600	11,100
8	11,500	11,100	11,500
9	11,800	11,600	12,000
10	12,200		
11	12,600		
12	13,100		
13	13,600		
14	14,100		

- ADDENDUM:
1. This salary guide shall go into effect on July 1, 1978.
 2. All advancement on the guide, including annual increments and raises as set forth in the salary guides now in effect, and as 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 professional competence, the performance of duties assigned and record of attendance of each employee by the Superintendent and those charged with supervisory responsibility, and approval by the Board of Education.

ARTICLE III

HEALTH INSURANCE

A. ELIGIBILITY

1. 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.
2. 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.

B. BENEFITS

1. The Board agrees to pay Connecticut General for the contractual year, the cost of medical-surgical insurance for all employees covered by the agreement; these Board paid benefits shall include appropriate coverage not to exceed full family premium for hospitalization, medical-surgical, with the surgical expense benefit of \$12.00 per unit for surgical procedures other than those listed under the heading maternity, \$14.00 per unit for those listed under maternity, and "Rider J" type coverage, and major medical coverage to \$1,000,000. Where both husband and wife are employed by the Board, one shall be entitled to the specified benefit.

HEALTH INSURANCE

2. The Board agrees to pay Connecticut General for the same period the cost of dental insurance for all employees covered by this agreement. These benefits shall include the coverage listed in the present Plan.
3. When an employee is covered by Senior Coverage, the Board shall pay the premium cost of the appropriate plan of coverage.
4. For those benefits not specified in paragraphs 1, 2, and 3 of section "B" of this article, the Board shall maintain for this Agreement all benefits identical to those included in the master policies held by the Board and in force for the 1975-76 Agreement. No additional riders or basic coverage is to be included beyond those specified above.

ARTICLE IV

SICK LEAVE, TEMPORARY AND EXTENDED LEAVES OF ABSENCE

A. PERSONAL ILLNESS

1. Fourteen (14) days of absence per contract year shall be allowed for personal illness, twelve (12) of which shall be accumulative each year without pay deduction.
2. If twelve (12) or less than the allotted number of sick days are not used during a contract year, the balance of unused time shall be accumulated without limit.
3. Absences beyond leave provided for in 1 and 2 will be deducted on the basis of one-third day's pay for as many days as were accumulated up to the end of the previous fiscal year subject to approval of the Livingston Board of Education on recommendation of the Superintendent.
4. Payment for absence beyond accumulated days will be taken into consideration by the Board through the recommendation of the Superintendent.
5. 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.
6. In Worker'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

SICK LEAVE, TEMPORARY AND EXTENDED LEAVES OF ABSENCE

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 Worker's Compensation award made for temporary disability.

B. 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.

C. EMERGENCY ABSENCES

Emergency absence may be approved without pay deductions as follows:

1. 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. If the request is not specifically provided for in "a" through "l" below, then "miscellaneous" should be checked and an explanation may be required by the Superintendent or his designee.
2. 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.

Absences under this category include:

- a. Urgent personal family business which can only be transacted or conducted during the time that school is in session, warranting absence from duty.

SICK LEAVE, TEMPORARY AND EXTENDED LEAVES OF ABSENCE

- b. Religious observance, requiring a full-day absence, should be requested on the appropriate form and submitted at least two weeks in advance.
- c. Unforeseen occurrences that happen abruptly and which prevent the employee from coming to work.
- d. 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.
- e. Care of an ill member of the immediate family only when no one else is available.
- f. 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.
- g. Death in the immediate family (immediate family means, husband, wife, father, mother, parent-in-law, child, brother, sister and immediate members of the household). At least five full school days will be allowed, regardless of the number of accumulated emergency days.
- h. Death of other relative.
- i. If such deaths referred to in "g" and "h" lead to exhausting of the employee's emergency days for the year, the Superintendent may accord appropriate relief.

SICK LEAVE, TEMPORARY AND EXTENDED LEAVES OF ABSENCE

- j. Court appearance, provided proof is filed with the Board of Education.
- k. Legal business that cannot be done at a time other than during the school day.
- l. Graduation of employee, spouse or child.
- m. Miscellaneous - Instances not specifically provided for above, at the discretion of the Superintendent.

ARTICLE V

MATERNITY AND CHILD CARE LEAVES

A. DEFINITION OF LEAVES

1. Maternity Leave - Leave for the purpose of giving birth to a child and the subsequent recovery of the mother.
2. Child Care Leave - leave for the purpose of care for a natural or adopted child.

B. APPLICATION FOR LEAVES

1. Maternity Leave - Application shall be made in writing to the Superintendent or his designee. Such application shall contain the desired dates for beginning and terminating the leave in accordance with Section "D" (Duration of Leave).
2. Child Care Leave - Application shall be made in writing to the Superintendent or his designee. Such application shall contain the reasons for requesting the leave and supporting information regarding the necessity of having the leave. Application for child care leave shall be considered by the administration and the Board of Education on an individual basis.

C. CONDITIONS OF LEAVES

1. Maternity Leave
 - a. Notification - an 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, presenting medical certification of her condition and estimated date of birth.
 - b. Payment - maternity leaves shall be granted without pay.

MATERNITY AND CHILD CARE LEAVES

- c. Medical Certification - An employee who continues to work beyond her seventh month of pregnancy must present a certificate of physical fitness from her physician, including the estimated date of birth for the child and the date to which this employee is capable of safely performing her duties.
- d. Reinstatement - At the expiration of the leave, the employee shall be reinstated as a full-time employee of the Livingston school system, at the appropriate step on the salary schedule.

2. Child Care Leave

- a. Notification - An employee of the Board of Education shall notify the Superintendent or his designee as soon as the employee is aware of the need for the request.
- b. Payment - If child care leave is granted, it will be without pay.
- c. Reinstatement - At the expiration of the leave, the employee shall be reinstated as a full-time employee of the Livingston school system, at the appropriate step on the salary schedule.

3. Non-Tenure Employees

Leaves for non-tenure employees under this article need only be granted to the end of the contract year.

D. DURATION OF LEAVES

After the employee presents application for either or both leaves under this article, mutual agreement shall then be reached with the Superintendent or his designee, in writing, on the date of the beginning of the leave and the date of the employee's return.

MATERNITY AND CHILD CARE LEAVES

The dates beginning the leave may be determined mutually with the administration according to the mother's needs, in the case of maternity leaves. In the case of an employee who adopts a child for whom that employee will have direct and major responsibility for rearing, child care may be granted upon receiving de facto custody of the child or earlier if necessary in order to fulfill the requirements for adoption.

Dates of return from all leaves shall normally be on February 1st or September 1st, following the beginning of the leave, with extensions to the next succeeding date (from February 1 to the following September 1, or from September 1 to the following February 1) on recommendation of the Superintendent and with formal approval by the Board of Education.

E. APPLICATION FOR EARLY RETURN

If unusual conditions prevail, the employee may apply, on recommendation of the Superintendent to the Board of Education, for permission to return to a position for which the employee qualifies, prior to the termination of the period for which leave was granted.

ARTICLE VI

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 a satisfactory resolution is achieved at lower levels. The Association shall have the right to grieve those items that are concerned with Association rights and privileges.

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, nor shall it include, in their capacity as such, employees of collateral ventures of the Board such as the summer school.

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.

GRIEVANCE PROCEDURE

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 day-time 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 shall have the right to be represented at all stages of the procedure, by himself/herself, by two (2) officers or designees of the employee unit, and/or by counsel. When an aggrieved exercises this right, 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 case of most employees it will operate at all stages. 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

GRIEVANCE PROCEDURE

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 therefore 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 the Deputy or Assistant Superintendent, provided both the aggrieved and the Superintendent mutually agree in advance to accept a hearing and determination by such other personnel.

8. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

D. STAGE I

An employee having a grievance shall present it in the first instance to his immediate superior within thirty (30) school days after the occurrence of or his awareness of the event or events giving rise to same.

GRIEVANCE PROCEDURE

The 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 five (5) working days from the date of this original presentation of the grievance. The determination will be in writing.

E. 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. This petition shall be filed within fifteen (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 fifteen (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.
2. The dates upon which the aggrieved first commenced Stage I proceedings and received notice of the Stage I determination.

GRIEVANCE PROCEDURE

3. The aggrieved's understanding of the Stage I determination.
4. A description of the action requested to be taken or of the relief requested to be granted by the Superintendent.
5. 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 shall direct the administrator making the Stage I determination to submit a written response to the petition setting forth his understanding of the following:

1. 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.
2. The dates upon which the Stage I proceeding was commenced and then determined.
3. The determination made at Stage I and the reasons therefor.
4. 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.

Utilizing the petition and the Stage I supervisor's answer and all other information and data, the Superintendent shall then proceed to determine the matter, and he shall advise the parties of his determination within fifteen (15) working days from the date upon which the

GRIEVANCE PROCEDURE

Petition was first filed with him. His determination shall be in written 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 ten (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 ten (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:

1. An incorporation by reference of the Stage II petition and answer, copies of which shall be delivered to the Board Secretary.
2. The date upon which the aggrieved was informed of the Stage II determination.
3. Any additional matters not otherwise set forth in the Stage II petition which the aggrieved wishes to call to the attention of the Board.
4. A description of the action requested to be taken or the relief requested to be granted by or from the Board.
5. The signature of the aggrieved, which signature shall constitute a certification as hereinabove provided for.

GRIEVANCE PROCEDURE

Promptly after the filing of the petition, the Superintendent 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 thirty (30) calendar days from the date of the filing of all papers or, in the case of a scheduled hearing, within thirty (30) 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.

ARTICLE VII

DURATION OF AGREEMENT

This Agreement, dated June 12, 1978, shall take effect July 1, 1978, and shall continue in full force and effect without change through June 30, 1979.

ARTICLE VIII

ENTIRE UNDERSTANDING OF 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 renegotiate concerning said issues for the period covered herein.

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

LIVINGSTON BOARD OF EDUCATION

LIVINGSTON CUSTODIAN'S ASSOCIATION

By Alex Richardson
President

By Martin E. Lynch
President

By [Signature]
Secretary

By _____
Secretary