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NOT CIRCULATE

1971--1972
SECRETARYS '
CONTRACT

A G R E E M E N T

Between

LIVINGSTON BOARD OF EDUCATION

and

LIVINGSTON ASSOCIATION OF SCHOOL SECRETARIES

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 23rd
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 THE LIVINGSTON ASSOCIATION OF SCHOOL SECRETARIES,
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 appro-
priate 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
secretarial and clerical staff of the school district whether
under contract or on leave, employed by the Board. (Unless
otherwise indicated, as used herein the term "employee" shall
refer to all employees covered in the described unit as above
defined.)

ARTICLE I

COMPENSATION

The salary schedule to obtain for employees covered in the 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, 1972, 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 prescribed, 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

LIVINGSTON BOARD OF EDUCATION, LIVINGSTON, NEW JERSEY
SALARY SCHEDULE - OFFICE PERSONNEL - 1971/72-1972/73*

ADMINISTRATIVE OFFICES - 12 MONTHS

<u>STEP</u>	<u>ADM. SECY.</u>	<u>ASST.ADM.SECY.</u>	<u>SECY.ACCT.</u>	<u>PRIN.CLK.STENO</u>	<u>SR.CLK.STENO</u>	<u>JR.CLK.STENO</u>
1	5907	5762	5611	5611	5333	5081
2	6151	5994	5845	5845	5566	5302
3	6413	6245	6098	6098	5818	5540
4	6677	6495	6348	6348	6069	5779
5	6940	6746	6598	6598	6319	6019
6	7204	6996	6848	6848	6569	6258
7	7468	7249	7100	7100	6822	6497
8	7731	7500	7349	7349	7072	6737
9	7994	7749	7600	7600	7322	6977
10	8258	8001	7853	7853	7572	7215
11	8521	8251	8104	8104	7825	7454
12	8785	8502	8354	8354	8074	7694

SCHOOL OFFICE PERSONNEL

ELEMENTARY - 10 MONTHS

SECONDARY AND SPECIAL SERVICES

<u>STEP</u>	<u>FULL</u>		<u>FIRST</u>	<u>12 MONTHS</u>		<u>10 MONTHS</u>	
	<u>SECY</u>	<u>PART</u>		<u>SECY</u>	<u>CLK.TYP.</u>	<u>SECY</u>	<u>CLK.TYP.</u>
1	4237	2419	5611	5471	4837	4559	4031
2	4404	2516	5845	5691	5049	4743	4208
3	4585	2621	6098	5928	5278	4940	4398
4	4768	2723	6348	6167	5504	5139	4587
5	4952	2826	6598	6405	5732	5338	4777
6	5132	2932	6848	6644	5959	5537	4966
7	5315	3036	7100	6882	6188	5735	5157
8	5497	3140	7349	7119	6415	5933	5346
9	5679	3243	7600	7358	6645	6132	5538
10	5862	3347	7853	7596	6872	6330	5727
11	6045	3452	8104	7834	7100	6528	5917
12	6225	3556	8354	8073	7329	6728	6108

*Refer to Article VI

Increments - All advancements on the guide, including annual increments and raises as set forth in the salary schedules 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 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.

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.

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 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:

A. 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.

SCHEDULE D

SICK LEAVE, TEMPORARY AND EXTENDED LEAVES OF ABSENCE

I. PERSONAL ILLNESS

- a. One day of absence per month 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 ABSENCES (continued)

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 allowable instances, if both parents are members of the staff, only one would ordinarily be permitted to go.
7.
 - a. Death in the immediate family (immediate family means husband, wife, father, mother, parent-in-law, child, brother, sister, and immediate members of the household.
 - b. Death of other relatives.
 - c. If such deaths referred to in "a" and "b" lead to the exhausting 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. Court order, provided proof is filed with the Board of Education.
9. Graduation of employee, spouse or child.
10. Instances not specifically provided for above, at the discretion of the Superintendent or Secretary-Business Administrator, as the case may be.

IV. MATERNITY LEAVE

- 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-tenure employee, or application for a maternity leave of absence without pay, in case of a tenure employee. Her date of leaving will depend on ability to replace her, on the administrator's judgment as to the best date to leave, on 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 much longer as may be required to terminate on the next succeeding July 1 for 12 month employees or September 1 for 10 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.