

A G R E E M E N T

between

LIVINGSTON BOARD OF EDUCATION

**THIS DOES NOT
CIRCULATE**

and

LIVINGSTON ADMINISTRATIVE SUPPORT STAFF

**LIBRARY
Institute of Management and
Labor Relations**

FEB 8 1983

RUTGERS UNIVERSITY

For the Period

X July 1, 1982 through June 30, 1983

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P R E A M B L E

THIS AGREEMENT is made and entered into this 31st day of January, Nineteen Hundred and Eighty-three (1983)

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

AND THE LIVINGSTON EDUCATION 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 regularly employed certificated personnel and members of the Livingston Administrative Support Staff, whether under contract or on leave, employed by the Board, excluding however the following: Superintendent, Deputy Superintendent, Assistant Superintendent-Board Secretary, Coordinator for Administrative Services, Supervisor of Instruction K-12, Administrator of Pupil Personnel Services, Assistant to the Administrator of Pupil Personnel Services, Coordinator of Plans and Programs, Principals, full-time Vice Principals, Director of Music, High School Director of Guidance, Office Manager, Assistant Board Secretary, Supervisor of Accounts, Payroll Supervisor, and Data Processing Manager. (Unless otherwise indicated, as used herein, the term "teachers" and "employees" 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 in 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: ASSOCIATION RIGHTS AND PRIVILEGES

I. USE OF BUILDINGS

The Association and its representatives shall have the privilege of using prescribed areas of school buildings and equipment at reasonable hours for meetings on days when schools are in session. The principal of the building will be notified in advance of the time and place of all such meetings. At any other time, the use of the buildings shall be arranged through the office of the Superintendent. These meetings shall not conflict with other scheduled use of school buildings nor shall such meetings interfere with the normal and regular duties as employees of the Board.

II. ASSOCIATION MEETING DATES

A. General Meetings

Time after school shall be granted for Association general meetings on a monthly basis with no other meetings scheduled at that time. Such meetings to be held on the third (3rd) Monday of each month school is in session. If school is not in session on the third Monday of any month, the first or fourth Monday shall be scheduled. On meeting days all officers and members may leave their buildings at 3:10 p.m. to attend the meetings.

For LASS Members Only

General Meetings - At least six LASS members (2 elementary, 2 junior high, 1 high school and 1 central office) may leave at 3:10 p.m. to attend the meeting. A rotating schedule will be developed by LASS.

September 20
October 18
November 15
December 20
January 17

February 7
March 21
April 4
May 16
June 20

ASSOCIATION RIGHTS AND PRIVILEGES

B. Presidential Release Time

The President of the Association shall be guaranteed release time to conduct Association business, in addition to preparation time, equal to forty (40) minutes per school day, the schedule of release time to be determined by mutual agreement between the president and the administration.

C. Standing Committee Meetings

All members and officers serving on the following Association Standing Committees shall have the right to leave their building in time for the meeting to convene at 3:30 p.m. Standing Committees are: Executive Council, Liaison, Grievance and Negotiations.

D. Use of Mail Boxes/Inter-School Mail

The Association shall have reasonable use of school mail boxes/inter-school mail without prior restraint for purposes of keeping its membership informed of Association activities.

E. Notice of Vacancy and Promotions

The Association President will be notified, in writing, by the Superintendent or his designee of all vacancies, promotional openings, extra stipend vacancies, and newly created positions that occur in the professional staff along with any qualifications and/or job descriptions that have been written for the position. The Association President will also be notified when and by whom the position is filled.

Should a vacancy or promotional opportunity occur during July or August, those employees who have placed on file a request for notification will be so notified. Requests for notification must be submitted to the Superintendent by the employees prior to June 30th. Employees will be notified at their summer address.

ASSOCIATION RIGHTS AND PRIVILEGES

F. Office Space

The Association shall be entitled to rent at a yearly rate of \$1., adequate office space in a building, at a location and of a description to be mutually agreed upon. The Association shall be allowed to install telephone equipment in such offices at its own expense.

G. Conferences

1. Superintendent-LEA Conference

a. Purpose

The purpose of this conference is to share ideas, discuss plans, exchange information, or express mutual concerns about the negotiated contract and written policies.

b. Procedure

- 1) These meetings shall be scheduled on a regular monthly basis with dates to be determined by the LEA president and the Superintendent. If either party cannot meet at the prescribed time, the meeting will be rescheduled at the earliest possible date.
- 2) A written agenda shall be prepared. This agenda will be adhered to at the meeting and will contain items submitted by both sides within one day prior to the meeting. All items on the agenda will be discussed.
- 3) The members attending these conferences shall be made up of no more than six representatives as designated by the LEA president and no more than six representatives as designated by the Superintendent.

ASSOCIATION RIGHTS AND PRIVILEGES

2. Conferences with the Board

a. Purpose

The purpose of these conferences is to share ideas, discuss plans, exchange information or express mutual concerns and thus provide direct liaison between the Association and the Board.

b. Meetings

1) There will be four quarterly meetings scheduled per year. If there is nothing to discuss, the meetings shall be cancelled by mutual agreement.

2) The meetings are of two types:

a) Two may be scheduled when concerns of the Association have not been alleviated through the LEA/Superintendent Conference: The Association viewpoint shall be presented to the Board of Education in the form of a written document stating the problem, related information, and possible solutions. If the Association decides that this written document to the Board is not sufficient, then a conference with the Board will be scheduled for the purpose of clarifying the positions of both parties.

A written agenda shall be prepared. This agenda will be adhered to at the meeting and will contain items submitted by both sides within 10 days prior to the meeting. All items on the agenda will be discussed.

b) Two additional meetings may be scheduled to discuss any issues. The same agenda standards as above will be adhered to.

ASSOCIATION RIGHTS AND PRIVILEGES

- 3) This Board conference shall in no way deny an individual's right to process a grievance.
- 4) This conference shall in no way to construed as a part of the negotiations procedure.
- 5) The Board may render a response at the conference. If not, the Board will respond to the issues presented at the conference in writing to the LEA President within 14 calendar days after the conference.
- 6) It is understood that the Board response is not grievable by the Association.
- 7) A copy of the minutes of this meeting shall be provided to the LEA.
- 8) The Association shall provide two of its members to assist in the review of the Staff Manual. If possible, these revisions will be made during the school year.

H. Unusual Dismissal Time for LASS Members Only

1. When teaching staff has a 3:10 dismissal day, LASS may leave when administrator to whom he/she is responsible leaves should this be prior to the end of the work day.
2. On days when schools are closed early, in case of inclement weather, secretaries may leave at the same time as the teaching staff. In an emergent situation when the administrator remains in the building and needs the services of a LASS member, said member will be granted compensatory time. This time will be mutually agreed upon.

ASSOCIATION RIGHTS AND PRIVILEGES

I. FULL VACATION RIGHTS (Board Policy #440)

1. 10-Month Employees

- a) The contractual year for the employees is September 1 - June 30.
- b) 10-month employees shall be off when school is not in session during the contractual year.
- c) Any secretary presently employed on a 10-month basis who moves to a 12-month position will receive full vacation rights based upon years of service in the district. For example: A secretary employed for 12 years in a 10-month position will be credited with having 12 full years of employment when reckoning vacation time.

2. 12-Month Employees

- a) The contractual year for the employees is July 1 - June 30.
- b) Vacation Schedule
 1. 12-month employees' vacation rights are as follows:
 - 1 - 7 years - 10 working days
 - 8 - 15 years - 15 working days
 - 16 and over - 20 working days
 2. 12-month employees shall have off on the following days:
July 4, Labor Day, NJEA Convention, Thanksgiving (half day Wednesday through Friday), Christmas (half day December 24-26), New Year's Day (half day December 31 - January 1), Good Friday, Memorial Day.
 3. Five days additional vacation shall be granted in lieu of Columbus Day, Election Day, Veterans' Day, Lincoln's Birthday and Washington's Birthday.

ASSOCIATION RIGHTS AND PRIVILEGES

4. If hired prior to December 1 of the school year, a contractual employee shall be entitled to two weeks of vacation at the end of that school year. One week of vacation is allowed for those employed between December 1 and April 1, and one day per month after April 1.

J. WORKSHOPS

The Board will make provisions for at least one workshop during the school year, if necessary, or if requested by either party.

ARTICLE III: REPRESENTATION FEE

- I. The Board and the Association agree that the Association is authorized to collect a representation fee from nonmembers, equal to 85% of the United Profession dues, through APD.
- II. The Association warrants and covenants that a demand and return system has been established, and that this system is in compliance with the statutes.
- III. The Association indemnifies and holds the Livingston Board of Education harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of or by reason of any action taken or not taken by the Livingston Board of Education in conformance with these provisions.
- IV. The Board agrees to give the Association timely notice in writing of any claim, demand, suit or other form of liability filed in regard to the implementation of the representation fee.
- V. If the Association so requests, in writing, the Board will surrender to it the full responsibility for the defense of such claim, demand, suit or other form of liability, and will cooperate fully with the Association in the preparation of said defense.
- VI. The Board may monitor the defense by the Association.

ARTICLE IV: INVOLUNTARY TRANSFER

I. Definition

An involuntary transfer for the purposes of this article is meant to be that which requires Board action (specifically, a change in building assignment) or a grade level/subject area assignment change.

II. Procedure

- A. Involuntary transfer assignment notifications, when possible, will be given by April 30th.
- B. It is the intent that all transfer assignment notifications will be completed by the last week of school.
- C. Situations which cause changes after April 30th should be resolved at the earliest possible time.
- D. Principal/Administrators will communicate with each person being considered for a transfer notifying him/her of a possible new assignment.
- E. An employee may, upon request, have a conference with the superintendent or his designee to discuss (in confidence) the reasons for the transfer.
- F. The superintendent or his designee and principal/administrator will communicate directly with those who are being transferred. A letter from the superintendent or his designee regarding the decision shall follow.

ARTICLE V

LIVINGSTON BOARD OF EDUCATION
SALARY GUIDE - OFFICE PERSONNEL - 1982-83

STEP	12 MONTHS					10 MONTHS			
	LEVEL I	LEVEL II	LEVEL III	LEVEL IV-A	LEVEL IV-B	LEVEL V	LEVEL VI	LEVEL VII	LEVEL VIII
	Sec'y Deputy Supt. Sec'y Asst. Supt. Sec'y HS Prin. Head Bookkeeper	Sec'y Dir. PPS Sec'y JHS Prin. HS Accountant Gen.Off. Sec'y.	Dist. Media Sec'y Gen.Off. Sr.Clerk Secondary Sec'y	Computer Programmer	Computer Operator	Secondary Office Spec.Serv. Office Secondary Guidance Sec'y El. Prin.	Secondary Clerks	Part-time Elementary	Attendance Liaison Officer
1	10050	9650	9250	12000	10000	7600	7100	4700	10500
2	10250	9850	9450	13000	11000	7800	7300	4800	11000
3	10450	10050	9650	14000	12000	8000	7500	4900	11500
4	10650	10250	9850	15000	13000	8200	7700	5000	12000
5	10875	10475	10075	16000	14000	8400	7900	5100	12500
6	11200	10800	10400	17000	15000	8700	8200	5200	14175
7	11700	11300	10900	18000	16000	9100	8600	5300	15175
8	12300	11700	11300			9500	9000	5460	
9	13000	12100	11700			9900	9400	5660	
10	13700	12800	12200			10500	10000	5860	
11	14400	13500	12900			11200	10700	6060	
12	15800	14900	14300			12400	11600	6706	
13	18200	17400	16800			14485	13400	8285	

- ADDENDUM:
1. This salary guide shall go into effect on July 1, 1982.
 2. 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 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.
 3. The support staff's salary schedule provides for additional stipends for advanced professional training. For completion of the first two sets of eight credits, a stipend of \$150 for each set will be added to the base salary; for the third and each subsequent set of eight credits, \$160 will be added to the base salary
 4. The statistical stipend is \$500.
 5. The Board agrees to provide, for those requesting them, the following payroll deduction services: United Profession dues, payroll savings at a rate of 10%, 15% or 20%, Tax Deferred Annuity Funds, and United Way contributions.

ARTICLE VI: SEPARATION PAY

I. ELIGIBILITY

All employees covered by this Agreement, after 15 years of continuous service in the district, shall be eligible for separation pay.

II. RATE

\$15.00 per day for each accumulated sick and contingency day (without limit) at the time of leaving.

III. METHOD OF PAYMENT

A. Payments to be made either July 1 of the termination year or January 1 of the following year at the employees' discretion.

B. Monies will be paid to the employees' estate if death occurs while the employee is in service in the district.

ARTICLE VII: REIMBURSEMENT FOR STUDY

The Board will budget \$2500 for the payment of courses designed to assist the support staff of Livingston in the advancement of their professional skills. Each support staff member may arrange with the Superintendent for an evaluation of her record. Together, they will work out courses to be taken for stipend credit on her/his salary level on an individual basis. Payment to individual support staff members will be made upon presentation of proof of successful completion of courses which have been approved, in advance, by the Superintendent or his designee, in writing, with a copy to the support staff member and a file copy. Successful completion shall be interpreted as an earned passing grade. Distribution of the \$2500 tuition fund shall be for approved courses on a first-come first-served basis and with exceptions at the discretion of the Superintendent. Maximum payment for an approved course will be \$250. However, if funds permit, support staff members may take additional approved courses for reimbursement on a first-come first-served basis.

Courses already taken will be evaluated by the Superintendent for consideration toward a stipend. Courses for consideration may be taken at approved colleges and business schools. Workshops and similar programs offered by the Livingston School District may also be considered for credit. Courses for which the Board has paid tuition may be applied as stipend credit on the salary schedule. For the successful completion of the first two sets of eight (8) credits as described above, the support staff member will receive a stipend of \$150.00 to be added to her/his base salary. For the third and subsequent sets of eight (8) credits, a stipend of \$160.00 will be added to her/his base salary. Proof of attained additional stipend status will raise the rate of pay for the school year if such proof is submitted before the

REIMBURSEMENT FOR STUDY

October Board of Education regular public meeting. If change in status is achieved during the school year, proof must be submitted in time to be presented at the regular February Board of Education public meeting, and the higher rate of pay will become effective January 1 or February 1, depending on the beginning of the contracted employee's contract year.

This program is designed for professional improvement and does not imply promotional opportunities. The tuition payment program begins on the effective date of this agreement and is applied to courses completed before the last date of this agreement, dates of which are in the article entitled, "Duration of Agreement."

The Superintendent or his designee will submit a report to the Association President containing the following: the number of applications for reimbursement, the number of approved applications, and funds expended for reimbursement to date. These reports will be submitted by October 31 and March 31 of the year covered by the Agreement. A final report will be submitted to the Association President by July 31 for the year covered by this Agreement.

ARTICLE VIII: HEALTH INSURANCE

I. ELIGIBILITY

- A. 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.
- B. 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.
- C. Employees on approved leave, i.e., medical, maternity, child care shall be entitled to maintain existing group health benefits by paying premiums at the group rate through the Board of Education for the period of one year only from the date of the leave.

II. BENEFITS

- A. The Board agrees to pay Connecticut General or an approved health maintenance organization (HMO) 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 \$14.00 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. The premium cost paid by the Board to an HMO will not exceed the premium cost paid by the Board to Connecticut General.

HEALTH INSURANCE

- B. 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.
- C. When an employee is covered by Senior Coverage, the Board shall pay the premium cost of the appropriate plan of coverage.
- D. For those benefits not specified in paragraphs "A", "B" and "C" Section II 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 IX: SICK LEAVE, TEMPORARY AND EXTENDED LEAVES OF ABSENCE

I. PERSONAL ILLNESS

- A. Twelve (12) days of absence per year shall be allowed for personal illness, without pay deduction, for 10-month employees; fourteen (14) days per year shall be allowed for personal illness, without pay deduction, for 12-month employees. The unused time shall be accumulated without limit.
- B. Absences beyond leave provided for in "A" will be deducted on the basis of substitute pay for as many days as were accumulated up to the end of the previous school year.
- C. Payment for absence beyond accumulated days will be taken into consideration by the Board through the recommendation of the Superintendent.
- D. 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.
- E. 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 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

SICK LEAVE, TEMPORARY AND EXTENDED LEAVES OF ABSENCE

pursuant to this section shall be reduced by the amount of any Worker'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.

III. CONTINGENCY

Contingency 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. If the request is not specifically provided for in "1" through "9" below, then "miscellaneous" should be checked and an explanation may be required by the Superintendent.
- B. Five days will be allowed for contingency absences during the school year. Any unused days will be added annually to the employees' accumulation of days for separation pay upon termination of employment (See Article VI). Days accumulated under this provision are irretrievable for any purposes other than separation pay.
- C. 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, should be requested on the appropriate form and submitted at least two

SICK LEAVE, TEMPORARY AND EXTENDED LEAVES OF ABSENCE

weeks in advance.

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. This option lies with the employee and should be so stated in advance. However, contingency 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 family only when no one else is available.
6. College visitations, whether for transportation, parents' day, or other purposes will be judged individually with emphasis, as a deciding factor on the urgency of the trip.
7. Court appearance, provided proof is filed with the Board of Education.
8. Legal business that cannot be done at a time other than during the school day.
9. Graduation of employee, spouse or child.
10. Miscellaneous - Instances not specifically provided for above, at the discretion of the Superintendent.

SICK LEAVE, TEMPORARY AND EXTENDED LEAVES OF ABSENCE

IV. BEREAVEMENT ABSENCES (no charge)

- A. 5 days per occurrence - death in immediate family (immediate family means husband, wife, father, mother, parent-in-law, child, brother, sister, and immediate members of the household).
- B. 1 day per occurrence - death of other relative
- C. If such days referred to in "A" and "B" prove inadequate for an employee, the Superintendent may accord appropriate relief.

ARTICLE X: MATERNITY AND CHILD CARE LEAVES

I. MATERNITY LEAVE

A. Definition

Maternity leave is for the purpose of giving birth to a child and the subsequent recovery of the mother.

B. Options

Article XII and XIII provide two choices to pregnant employees. Under XII a pregnant employee may choose to be treated as any other employee with a sickness or a disability; under Article XIII separate and distinct procedures are provided which the employee may ultimately choose to elect.

C. Application

Application shall be made, in writing, to the Superintendent no later than 60 days prior to the beginning date of the leave. Such application shall contain the desired dates for beginning and terminating the leave.

D. Duration

1. After the employee presents application for maternity leave, mutual agreement shall then be reached with the Superintendent, in writing, on the date of the beginning of the leave and the date of the employee's return.
2. 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

MATERNITY AND CHILD CARE LEAVES

of the Superintendent and with formal approval by the Board of Education.

E. 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.

F. 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.

II. CHILD CARE LEAVE

A. Definition

Child care leave is for the purpose of care for a natural or an adopted child.

B. Application

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.

MATERNITY AND CHILD CARE LEAVES

C. Duration

1. After the employee presents application for child care leave 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.
2. 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.
3. 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) on recommendation of the Superintendent and with formal approval by the Board of Education.

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.

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

MATERNITY AND CHILD CARE LEAVES

to return to a position for which the employee qualifies, prior to the termination of the period for which leave was granted.

F. Application for Extension

An employee may apply for and be granted by the Board, upon recommendation by the Superintendent, an extension of child care leave.

ARTICLE XI: GRIEVANCE PROCEDURE

I. STATEMENT OF PURPOSE

An employee is encouraged to resolve his/her 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.

II. DEFINITION OF TERMS

- A. Grievance: A grievance shall mean a complaint by an employee that there has been an alleged 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.
- B. 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.
- C. 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

III. GENERAL PRINCIPLES

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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 procedure

GRIEVANCE 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.

- F. 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.
- G. Determinations at the Stage II level may be made by an Assistant Superintendent, provided both the aggrieved and the Superintendent mutually agree in advance to accept a hearing and determination by such an Assistant Superintendent.
- H. 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.

IV. STAGE I

- A. 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

- B. 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.

V . STAGE II

- A. 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.
- B. 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.
- C. 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 therefore.
 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.
- D. Both the petition and the Stage I supervisor's answer thereto shall be made available to the parties concerned.
- E. Utilizing the petition and the Stage I supervisor's answer and all other information and data, the Superintendent shall then proceed to

GRIEVANCE PROCEDURE

determine the matter, and he shall advise the parties of his determination within fifteen (15) working days from the date upon which the Petition was first filed with him. His determination shall be in written form.

VI. STAGE III

- A. 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.
- B. 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

- C. 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.

- D. 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 fifteen (15) working days from the date of the filing of all papers or, in the case of a scheduled hearing, within fifteen (15) working days from the conclusion of the hearing.

- E. The Board's determination may be rendered orally. However, the determination must be rendered in writing to the parties involved.

ARTICLE XII

Copies of this agreement shall be reproduced and the cost of such preparation shall be equally shared by the Board and the Association.

ARTICLE XIII

This agreement dated January 31, 1983 shall take effect July 1, 1982, and shall continue in full force and effect without change through June 30, 1983.

ARTICLE XIV

This agreement incorporated 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 signed by their respective presidents, attested to by their respective support staff members, and their corporate seals to be placed hereon, all on the day and year first above written.

LIVINGSTON BOARD OF EDUCATION

Ellen M. Klein
President
[Signature]
Secretary

LIVINGSTON ADMINISTRATIVE
SUPPORT STAFF

Jayne K. Cushman
President
Audrey [Signature]
Secretary

MEMORANDUM OF UNDERSTANDING

The Association and the Board agree to address the problem of the windfall step as it occurs in the current salary guide, and work toward a mutually acceptable resolution.

LIVINGSTON BOARD OF EDUCATION

Eileen M. Klein

President

[Signature]

Secretary

LIVINGSTON ADMINISTRATIVE
SUPPORT STAFF

Joseph H. Cushman

President

[Signature]

Secretary

MEMORANDUM OF UNDERSTANDING

The Board of Education will agree to spend a minimum of \$15,000 for salary restructuring. This will be implemented to the extent allowable under law after the study committee makes recommendations to the Board for such changes. The study committee will be made up of four members from each side and will meet to discuss restructuring, job classifications, descriptions, and salary levels thereof. Salary adjustments based on the committee's recommendations will be retro-active to July, 1982, and be built into the salary base. A majority vote of the committee will be necessary in order to set forth recommendations to the Board of Education. Based on a majority vote of the committee, the full committee will support the recommendations to the Board. The committee recommendations will be made no later than two months after the initial start of the committee. This Memorandum of Understanding will be excluded from any future negotiated agreement when the study is completed.

LIVINGSTON BOARD OF EDUCATION

Ellen M. Klein
President

[Signature]
Secretary

LIVINGSTON ADMINISTRATIVE
SUPPORT STAFF

Joseph K. Cushman
President

Andrey Ryzhenko
Secretary