

AGREEMENT  
BETWEEN  
LIVINGSTON BOARD OF EDUCATION  
AND  
LIVINGSTON SUPERVISORS' ASSOCIATION

FOR THE PERIOD  
JULY 1, 2023 THROUGH JUNE 30, 2028



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The Livingston Board of Education and the Livingston Supervisors Association are a team with a mission for Livingston Public Schools: ***Empowering all to learn, create, contribute and grow.*** Attracting and retaining high quality staff is of paramount importance to achieving this mission as a district. With that in mind, the parties negotiated this Agreement in an effort to provide an attractive compensation and benefit package, excellent working conditions and other amenities, as well as meaningful professional development and growth opportunities for those currently employed as well as those who may join us in the years to come. Together, we are committed to providing a safe and inclusive environment that enables physical, mental, and emotional safety and wellness for all. Here, staff members are empowered to use their knowledge, skills, and experiences to create connections, solve problems, and foster interests for the betterment of themselves, their students, and the greater school community.

### **PREAMBLE**

THIS AGREEMENT is made and entered into this 25th day of April, 2023, BETWEEN THE BOARD OF EDUCATION OF THE TOWNSHIP OF LIVINGSTON, ESSEX COUNTY, NEW JERSEY, hereafter the "Board"; AND THE SUPERVISORS' ASSOCIATION OF LIVINGSTON, hereinafter 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 Grade 7-12 Content Area Supervisors (Math, Science, English and Social Studies); 6-12 Supervisor of Technology, Business & Engineering; Pre-K-12 Supervisors Visual & Performing Arts, World Languages and E.S.L., Health and Physical Education, Pre-K-6 Supervisors of Math, Science, English/Language Arts and Social Studies, and the Transition Coordinator, whether under contract or 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.)

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

## **ARTICLE I**

### **NEGOTIATION OF SUCCESSOR AGREEMENT**

- I. 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. Negotiations shall begin in a timely manner. 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.
- II. 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.
- III. The parties acknowledge that all salary guide movement is frozen upon the expiration of this collective negotiations agreement until a successor agreement is ratified.

## **ARTICLE II**

### **CONDITIONS OF EMPLOYMENT**

1. Work Year: July 1 through June 30.
2. Supervisors will be entitled to 24 vacation days, which shall be earned at the rate of 2 days per month. Vacation days will be advanced to members of the LSA on July 1 for use during the school year. If a member of the LSA leaves the district mid-year, days will be prorated and calculated for payment/reimbursement. At the end of each school year, unused vacation days shall accumulate as provided herein.
3. First year supervisors will be able to phase in their vacation time during that first year in order to allow for appropriate time off.
4. Members of the LSA shall follow the school calendar for when schools and offices are closed. The calendar will include closure of schools and offices from December 24 through January 1.
5. Days taken prior to or just after a holiday must be approved, in advance, by the Superintendent or his/her designee. Supervisors are expected to be in the district the second week of July and the last ten (10) business days of August (inclusive of summer Fridays) and will have eight (8) summer Fridays off. The Fridays will be specified through the office of the Superintendent.

6. Supervisors may work remotely, up to 5 days per school year, with the prior approval of the Superintendent or his/her designee.
7. At the end of each school year, employees shall be permitted to carry over unused vacation days as follows:

Employees hired prior to May 21, 2010

In the year granted, vacation days and in lieu of days may be taken at any time that classes are not in session or at other times with the prior approval of the Superintendent. If business demands prohibit an employee from using all of his/her allotted vacation days in any given school year, the employee may bank unused vacation days to a maximum of 34 accumulated unused vacation days.

Employees are encouraged to utilize vacation time in the year it is granted. However, the District understands that there may be times when employees may not be able to take all of their vacation time between July 1 and June 30 of a given school year. In extenuating circumstances when an employee's accumulated unused vacation day bank is full (containing a maximum of 34 days), and upon receiving the prior approval of the Superintendent, the employee may carry over up to 5 vacation days into the next school year for use between July 1 and August 31. If the carried over days are not used by August 31, the days shall be forfeited.

Employees hired on or after May 21, 2010

Vacation days and in lieu of days may be taken at any time that classes are not in session or at other times with the prior approval of the Superintendent. If business demands prohibit an employee from using all of his/her allotted vacation days in a given school year, the employee may carry over up to one year's allotment of unused vacation days into the next school year. Any vacation days carried over from the previous school year that are not used shall be forfeited.

For all employees, reimbursement for accumulated unused vacation days shall be made in accordance with Article IX.

### **ARTICLE III**

#### **DUTIES AND RESPONSIBILITIES**

- I. Because of the after-school demands made upon them as department supervisors, they shall not be assigned during- or after-school duties which are normally assigned to teachers.
- II. Changes in the job descriptions for members of the units shall be by mutual agreement.

## **ARTICLE IV**

### **COMPENSATION FOR EXTRA WORK**

- I. Supervisors will offer one professional development course, twice per calendar year. Additional sessions of this course and/or any new course(s) offered will be compensated at the rate of \$65 (sixty-five dollars) per hour.
- II. In the event there are class sections within the district that require coverage, administration will evaluate the need and make a determination in collaboration with the supervisor(s) as to whether they can and should assume responsibility for teaching the class section, or whether other internal or external coverage options are available and prudent. In every case, decisions will be made in the best interest of the district and its students. Where supervisory coverage is not in the best interest of the students, the district will make every reasonable effort to secure a qualified instructor for the class.

If the Board, in its sole discretion, assigns a supervisor to fill in as a long-term substitute or if the supervisor assumes responsibility for any class sections, they will be compensated as teachers in accordance with the Agreement between the Livingston Board of Education and the Livingston Education Association.

## **ARTICLE V**

### **EVALUATIONS**

Supervisors will be observed and evaluated in accordance with NJ State Law. Numbers of observations and evaluations, as well as deadlines for conducting same, will be in accordance with the annual schedule published by the district for certificated staff members.

## ARTICLE VI

### **SICK LEAVE, TEMPORARY AND EXTENDED LEAVES OF ABSENCE**

#### I. SICK LEAVE FOR PERSONAL ILLNESS

N.J.S.A 18:30-1 provides that sick days are intended for the use of an employee's own illness and therefore should be utilized for that purpose.

- a. Twelve (12) days of absence per contract year shall be allowed for personal illness and two (2) days per contract year shall be allowed for either personal or family illness each year, without pay deduction, for 12-month employees.
- b. If less than the allotted number of days of sick leave for personal or family illness 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 extended by an additional number of days, equal to the number of days as were accumulated up to the end of the previous fiscal year.
- d. Payment for absence beyond accumulated days provided for in "A", "B", and "C" above will be taken into consideration by the Board through the recommendation of the Superintendent.
- e. In all absences under this section exceeding five consecutive workdays, the employee shall file a physician's certificate with the administrator to whom that employee is responsible.
- f. In Workers 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 the 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 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 that are not due to personal illness shall be allowed without deduction or reduction in days of sick leave, upon the filing of a certificate by the quarantining officer.

## III. PERSONAL DAYS

Personal Days may be approved without pay deductions as follows:

1. Five days will be allowed for personal absences during the school year. Any unused days will be added annually to the employees' accumulation of personal days. Days accumulated under this provision are irretrievable for any purposes other than reimbursement in accordance with Article VII or IX at the time of retirement or separation from service with the district.
2. Personal days may not be used as sick days nor to supplement sick leave when all other benefits run out.

## III. JURY DUTY (no charge)

Any supervisor summoned for jury duty shall be free to serve with no alteration in salary, contingency days, or work schedule provided he requests an exemption from such service and the request was denied. A copy of the request shall be provided to the Superintendent's office.

## IV. BEREAVEMENT ABSENCES (no charge)

- a. Five (5) days per occurrence: death in immediate family (immediate family means husband, wife, civil union/domestic partner, father (in-law), mother (in-law), child (step), brother (step/in-law), sister (step/in-law), and other immediate family residing in the primary household).
- b. Three (3) days per occurrence: death of a grandparent, uncle, aunt, niece, nephew, or first cousin.
- c. One (1) day per occurrence: death of a relative other than those specified in Section IV A and B.

If such days referred to in A-C prove inadequate for an employee, the employee may use a personal day(s) from their annual allotment, if available.



## ARTICLE VII

### 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:

1. A pregnant employee may choose to be treated as any other employee with a sickness or disability.
2. Separate and distinct procedures are provided which the employee may ultimately choose to elect.

##### C. Application/Duration

1. Application for leave shall be made in writing, to the superintendent no later than sixty (60) days prior to the beginning date of the leave.
2. Beginning and terminating dates of leave will be determined by federal guidelines and/or mutual agreement between the superintendent and employee.

##### 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, 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

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

### B. Application/Duration

1. Application shall be made in writing, to the Superintendent and shall contain the reasons for requesting the leave and supporting information regarding the necessity of the leave.
2. Application for childcare leave shall be considered by the administration and the Board on an individual basis.
3. Beginning and terminating dates of leave will be determined by mutual agreement between the Superintendent and the employee. In the case of an employee who adopts a child for whom that employee will have direct and major responsibility for rearing, childcare may be granted upon receiving de facto custody of the child, or earlier, if necessary, in order to fulfill the requirements for adoption.

### C. Reinstatement

At the expiration of the leave, the employee shall be reinstated as a full-time employee of the Livingston Public Schools at the appropriate step on the salary schedule.

### D. Application for Early Return

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

### E. Application for Extension

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

### F. Bonding with a New Child

Individuals accessing family leave to bond with a new baby/child or taking care of an ill family member may access up to 30 contingency days from their accumulated contingency day bank, to be paid. This time must run concurrently with FMLA or NJFLA.

Under Article VII, non-tenured staff hired on or after 7/1/2023 shall be permitted the period of presumptive disability if they have sick time to apply, time under the FMLA for their own serious health condition (if applicable and eligible), plus up to twelve (12) weeks of leave under the FMLA/NJFLA (if eligible) for the care or adoption of a child. Extended leaves of absences will only be afforded once staff members earn tenure within the district.

## **ARTICLE VIII**

### **PROFESSIONAL IMPROVEMENT**

#### **I. TUITION REIMBURSEMENT**

- A. A total of \$6,000 (six-thousand dollars) will be available for the payment of college and equivalent courses. Each employee is eligible for tuition reimbursement for up to two (2) approved courses at a maximum of \$750.00 per course. If there are additional funds available, additional courses shall be reimbursed at the above rate.
- B. The Board agrees to provide \$1,000 (one thousand dollars) per member for membership fees and services provided by professional organizations. The organizations will be chosen by the employee. Professional publications, programs, and materials may also be requisitioned up to the dollar limit provided in this section.
- C. The district will permit tuition reimbursement funds to be utilized towards a master's in administration if the employee already possesses a MA/MS/Med in their content area.

#### **II. PROFESSIONAL DEVELOPMENT**

All non-tenured supervisors will complete ten (10) hours of professional development per calendar year (in-house or outside district).

Supervisors who attend professional development or other conferences will be expected to turnkey the content for the staff within their department and/or the district, if appropriate.

#### **III. LEAVES FOR EDUCATIONAL IMPROVEMENT**

Leaves under this article are designed to promote professional improvement, expand professional competence, and to provide administrators with the opportunity to study, observe and/or evaluate educational programs so as to benefit the general efficiency of the Livingston Public Schools.

Observations, Workshops, Seminars, Conventions, Conferences, and Other Approved Educational Programs

- A. The Board budgets funds for these types of leaves. Applicants are to apply through the Assistant Superintendent for Curriculum for these leaves. They are subject to the approval of the Superintendent. Application for the above should be made as far in advance as possible.
- B. Sabbaticals

All eligible administrators shall have the privilege of selecting one of the following three plans:

- 1. Plan A: A sabbatical leave of absence for one (1) year at two-thirds pay after completion of seven or more years of full-time continuous satisfactory service. This two-thirds shall be of the employee's own salary, or the maximum salary listed in the M+32 column of the Teachers' Salary Schedule, whichever is the lesser (not including the doctoral differential).
- 2. Plan B: A sabbatical leave of absence for one (1) year at full pay after the individual has completed at least eleven (11) years or more of full-time continuous satisfactory service in the system. No sabbatical leaves for travel will be granted under this plan.
- 3. Plan C: As an alternative, Supervisors may self-fund sabbatical leaves of absences by pro-rating their salary in the year preceding their intended leave of absence. If it is an employee's intention to submit an application for a sabbatical leave of absence, they may make arrangements with the Business & Payroll Offices to set aside a portion of their salary in the preceding two (2) to four (4) years prior to the intended commencement of the sabbatical leave. With written consent from the employee, the district will prorate the employee's salary and place the funds in an account so that during the period of time they are on a sabbatical, they are receiving the balance of their previously prorated paychecks from the district, are making regular pension payments and are eligible for continuing on their district's benefit plans during the entirety of the sabbatical leave. All allocation funds are after all applicable withdrawals (e.g., taxes, pension, Ch. 78, etc.) and normal deductions will also be made from the employee's paycheck while on sabbatical leave. The change to compensation shall be at the request of the employee and shall not constitute or be deemed a reduction of salary of a certificated staff member.

The type of study and length of time devoted to a sabbatical leave shall be developed between the applicant (s) and the Superintendent. Should such a study be made during a time when the administrator is not at work under contract (i.e., administrators under 10-month contract during the summer months), a stipend or expense allowance, or both, agreed upon with the Superintendent and approved by the Board may be

paid. A sabbatical leave for the purpose of meeting the residence requirement for an approved doctoral program at an accredited university may be granted for one full year or less, as needed.

These types of leaves shall be available once every third year, but if the options are not taken during a year for which administrators are eligible, the options remain available until taken and the two-year hiatus shall apply thereafter again. It shall be further agreed that any full-year leave, the doctoral leave included, shall obligate the recipient to return to the Livingston Public Schools for two years of service after completion of the leave. In addition, a satisfactory account of the years' experience, in writing, shall be forthcoming.

During this period of study, other than a leave for a doctoral program, approved expenses shall be paid by the Board. If the study is made during the time the administrator is at work under contract, his/her salary shall continue at the contract rate.

#### IV. APPLICATION FOR SABBATICAL LEAVE

Application for a sabbatical leave towards completion of doctoral program shall be made to the superintendent on or before November 1 of any year. If approved, such leave shall begin officially during the school year immediately following in accordance with the official school calendar. Applications for all other sabbatical leaves may be made as far in advance of the scheduled study as possible.

#### V. STATUS OF TENURE AND PENSION

The period of all approved sabbatical leaves shall count as regular service for the purpose of retirement planning. Tenure rights shall not be impaired, and the employee shall advance to the usual step on the salary schedule.

#### VI. REINSTATEMENT

At the expiration of the sabbatical leave, the employee shall be reinstated as a full-time employee of the Livingston Public Schools.

#### VII. FINAL REPORT

The employee will submit a written report to the Superintendent, which will be reprinted in the Superintendent's Monthly Report. The report will relate the ideas gained, and subsequent benefits expected therefrom, and will be submitted not later than 90 days after the beginning of the period immediately following the sabbatical leave.

## ARTICLE IX

### SALARY SCHEDULE

The district shall pay members of the Association on the 15<sup>th</sup> and the last day of each month.

| Step | 2023-2024 | 2024-2025 | Step | 2025-2026 | Step | 2026-2027 | 2027-2028 |
|------|-----------|-----------|------|-----------|------|-----------|-----------|
| 1    | \$118,240 | \$119,978 |      |           |      |           |           |
| 2    | \$120,752 | \$122,489 | ½    | \$125,054 |      |           |           |
| 3    | \$123,463 | \$125,201 | 3    | \$127,766 | ½    | \$131,036 | \$134,586 |
| 4    | \$126,073 | \$127,811 | 4    | \$130,376 | ¾    | \$133,646 | \$137,196 |
| 5    | \$128,624 | \$130,362 | 5    | \$132,927 | 5    | \$136,197 | \$139,747 |
| 6    | \$131,619 | \$133,357 | 6    | \$135,922 | 6    | \$139,192 | \$142,742 |
| 7    | \$134,138 | \$135,876 | 7    | \$138,441 | 7    | \$141,711 | \$145,261 |
| 8    | \$136,775 | \$138,514 | 8    | \$141,078 | 8    | \$144,348 | \$147,898 |
| 9    | \$139,494 | \$141,232 | 9    | \$143,797 | 9    | \$147,067 | \$150,617 |
| 10   | \$142,063 | \$143,801 | 10   | \$146,366 | 10   | \$149,636 | \$153,186 |
| 11   | \$144,662 | \$146,400 | 11   | \$148,965 | 11   | \$152,235 | \$155,785 |
| 12   | \$147,280 | \$149,018 | 12   | \$151,583 | 12   | \$154,853 | \$158,403 |
| 13   | \$149,489 | \$151,227 | 13   | \$153,792 | 13   | \$157,062 | \$160,612 |
| 14   | \$152,098 | \$153,836 | 14   | \$156,401 | 14   | \$159,671 | \$163,221 |
| 15   | \$157,161 | \$159,420 | 15   | \$162,108 | 15   | \$165,479 | \$168,825 |

*If hired in 2024-2025 on Step 1, that individual will move to Step ½ in 2025-2026 and remain on Step ½ in 2026-2027 and move to Step ¾ in 2027-2028.*

*If hired in 2025-2026 on Step ½, that individual will remain on Step ½ in 2026-2027 and move to Step ¾ in 2027-2028. Step 3 will move to Step ¾ in 2026-2027.*

- A. All individuals covered under this Agreement shall be hired onto the guide that has been agreed to by and between the parties.
- B. Supervisors hired from within the teaching staff of the district shall have their years of service as a teacher within the district credited towards the longevity provisions contained herein.
- C. Any supervisor hired after July 1, 2002, must be employed for a minimum of six (6) months in order to advance to the next higher step on the salary guide. Any

supervisor employed for less than six (6) months in their first year of employment will remain on the same step of the appropriate salary guide for the second year of employment and then proceed through the salary guide as described in the foregoing paragraphs.

### SUPERVISORS HOLDING PRINCIPAL CERTIFICATION

If a supervisor has the proper certification, and the district requests that they step in either for a special assignment or to assume building responsibilities for another administrator for an extended absence, they shall be paid as follows:

|                                              |               |
|----------------------------------------------|---------------|
| Supervisor on special assignment:            | \$1,000/month |
| Acting administrator in principal's absence: | \$1,500/month |

### ADDITIONAL DEGREES

|                               |         |
|-------------------------------|---------|
| Doctorate                     | \$3,000 |
| Ed.S. or two master's degrees | \$1,500 |

### LONGEVITY

|                    |         |
|--------------------|---------|
| 7 - Year Longevity | \$1,000 |
| 10-Year Longevity  | \$2,100 |
| 15-Year Longevity  | \$2,840 |
| 20-Year Longevity  | \$3,990 |
| 25-Year Longevity  | \$5,040 |
| 30-Year Longevity  | \$5,790 |

Remuneration for two master's degrees, an earned doctorate, longevity, and other adjustments shall be pension-based income.

All advancements on the guide, including annual increments and raises as set forth in the salary guides now in effect, as the same may be adopted from time to time by the Board, shall not be considered automatic; advancement on any such guide shall require favorable evaluation 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.

## LONGEVITY PAYMENTS

Years of service to the district:

- A. 10 years means an employee must have an aggregate of 10 years of service to the district prior to the current school year or by February 1 of the current school year in order to qualify for a midyear adjustment.
- B. 15 years means an employee must have an aggregate of 15 years of service to the district prior to the current school year or by February 1 of the current school year in order to qualify for a midyear adjustment.
- C. 20 years means an employee must have an aggregate of 20 years of service to the district prior to the current school year or by February 1 of the current school year in order to qualify for a midyear adjustment.
- D. 25 years means an employee must have an aggregate of 25 years of service to the district prior to the current school year or by February 1 of the current school year in order to qualify for a midyear adjustment.
- E. 30 years means an employee must have an aggregate of 30 years of service to the district prior to the current school year or by February 1 of the current school year in order to qualify for a midyear adjustment.

## 403b ACCOUNT

The Board of Education will contribute to a 403b account in the following amounts:

| 2023-2024 | 2024-2025 | 2025-2026 | 2026-2027 | 2027-2028 |
|-----------|-----------|-----------|-----------|-----------|
| \$3,750   | \$4,250   | \$4,750   | \$5,250   | \$5,750   |

Employees hired or promoted on or after July 1, 2011 are eligible to receive contributions once they attain tenure within the District. A representative of the Livingston Supervisors' Association will participate in setting up the procedures for this account. The Board must approve of all plans. Funds shall be deposited by September 30 of each contract year.

Employees may elect to commence or change their contributions to a Board approved tax-sheltered annuity account managed by PenServ at any time throughout the school year.



## ACCRUED ILLNESS, CONTINGENCY AND VACATION DAYS

### ELIGIBILITY

All employees covered by this Agreement, after the applicable number of years of continuous service in the district, shall be eligible for accrued illness and contingency day reimbursement.

### REIMBURSEMENT

#### A. Accumulated Unused Illness Days

Employees hired prior to May 21, 2010 with 10 or more continuous years of service  
Employees who notify the district of their intent to retire shall receive payment for accumulated unused illness days as follows:

| Years of Service | Notification provided prior to 3/31 | Notification provided after 4/1 |
|------------------|-------------------------------------|---------------------------------|
| 10               | \$50/day                            | \$35/day                        |
| 11               | \$60/day                            | \$45/day                        |
| 12               | \$70/day                            | \$55/day                        |
| 13               | \$80/day                            | \$65/day                        |
| 14               | \$90/day                            | \$75/day                        |
| 15               | \$100/day                           | \$85/day                        |

Employees hired on or after May 21, 2010 with 10 or more continuous years of service  
Employees who notify the district of their intent to retire shall receive payment for accumulated unused illness days, to a maximum of \$15,000, as follows:

| Years of Service | Notification provided prior to 3/31 | Notification provided after 4/1 |
|------------------|-------------------------------------|---------------------------------|
| 10               | \$50/day                            | \$35/day                        |
| 11               | \$60/day                            | \$45/day                        |
| 12               | \$70/day                            | \$55/day                        |
| 13               | \$80/day                            | \$65/day                        |
| 14               | \$90/day                            | \$75/day                        |
| 15               | \$100/day                           | \$85/day                        |

B. Accumulated Unused Contingency Days

Employees who notify the district of their intent to retire or separate from service with the district shall receive payment for accumulated unused contingency days as follows:

| Years of Service | Notification provided prior to 3/31 | Notification provided after 4/1 |
|------------------|-------------------------------------|---------------------------------|
| 10               | \$50/day                            | \$35/day                        |
| 11               | \$60/day                            | \$45/day                        |
| 12               | \$70/day                            | \$55/day                        |
| 13               | \$80/day                            | \$65/day                        |
| 14               | \$90/day                            | \$75/day                        |
| 15               | \$100/day                           | \$85/day                        |

C. Accumulated Unused Vacation Days

Employees hired prior to May 21, 2010

Employees who separate from service with the district shall be reimbursed at their per diem rate for up to 34 accumulated unused vacation days. Additionally, employees who separate from service with the district shall also be reimbursed for any unused vacation days granted in the employee's last year of service with the district to a maximum of 24 days, for a total reimbursement of up to 58 days.

Employees hired on or after May 21, 2010

Employees who separate from service with the district shall be reimbursed at their per diem rate for accumulated unused vacation days to a maximum of 48 days.

I. Method of Reimbursement

The method of providing accumulated unused illness, contingency day, and vacation day reimbursement shall be mutually agreed to by the Board of Education and the respective administrator. Any of the following methods shall be acceptable:

1. A lump sum cash payment or direct deposit the month following retirement or departure from the district, as applicable.
2. A lump sum deposit into an existing 403(b) or 457 account the month following retirement or separation from the district, as applicable.

Reimbursement for accumulated unused illness, contingency, and vacation days will be made to an employee's estate should death occur while the employee is in service to the district.

## AUTOMOBILE MILEAGE REIMBURSEMENT

Employees using their personal automobiles for district business shall be reimbursed by the Board at the rate permitted by the State of New Jersey.

## **ARTICLE X**

### **HEALTH INSURANCE**

#### **I. ELIGIBILITY**

- A. All regular employees who work at least twenty-five (25) hours each week in their job category shall be eligible for employee benefits paid by the Board as described herein.
- B. Employees contracted for ten (10) or more months each year shall be eligible for twelve (12) months benefit coverage under this policy. Employees contracted for less than a 10-month period month period shall be eligible provided they work 50% or more of the contract year normal for their classification, and at least 25 hours each week.
- C. Employees on approved leave (i.e., medical, maternity, childcare), shall be entitled to maintain existing group health benefits by paying premiums at the group rate through the Board for the period of one year only from the date of the leave.

#### **III. BENEFITS**

- A. Each supervisory employee covered under this contract shall be provided medical benefits under the School Employees Health Benefit Program with Direct 15 as the base level for those hired prior to 1/1/2021 and NJEHP for those hired on or after 1/1/2021. If a supervisor wishes to enroll into a more expensive plan, the Supervisor will be responsible for the cost differential.
- B. The Board agrees to pay Delta Dental, or the mutually agreed upon carrier, for the premium cost of dental insurance for all employees covered by this Agreement. These benefits shall include the coverage listed in the present plan.
- C. The Board shall implement a prescription plan with co-pays of \$10 for generic drugs; \$35 for preferred brand drugs; and \$55 for non-preferred drugs. These co-pays will be applicable to each retail purchase [30-day supply] and one-time on each mail order purchase [90-day supply]. The Plan will also cover approved GED's at 20% of the cost, not to exceed \$200. Those employees hired on or after 1/1/2021 will have the prescription coverage offered to them under the NJEHP option.

- D. The Board agrees to provide a mutually acceptable and approved Employee Assistance Plan.
- E. Each member of the unit shall contribute towards the cost of benefits as provided by law.
- F. The Board agrees to pay, for the employee, the cost annually of eye examinations and one pair of prescription glasses or contact lenses or hearing aid if required, to an aggregate limit of \$750. Medical and dental deductibles, non-covered medical and dental expenses, the cost of gym membership and medically necessary alternative medicine may also be filed for reimbursement against this aggregate amount.
- G. The Livingston Supervisors' Association, through its designated representatives shall actively participate in the discussion and considerations of the updating or revisions in the benefit package and/or health providers for the Livingston Public Schools and shall be part of the decision-making process.
- H. Health Benefit Opt-Out: \$2,000 in 2023-2024, \$1,500 in 2024-2025 and \$1,000 in all subsequent years. Payment shall be made on July 15<sup>th</sup> of the following school year. All employees hired between 1/1/2021 and 6/30/2023 will be eligible for a \$500 waiver per year. Employee hired on or after 7/1/2023 will not be eligible for a health benefits waiver. Said payment will not be considered salary, nor will it be considered pensionable. The Board shall establish an IRS Section 125 plan. The individual unit member shall be responsible for any tax liability. The LPS Business Office shall provide the forms by which an employee shall waive coverage and apply for payment.

An employee who has waived all or a portion of his/her medical benefit coverage will be allowed to restore such coverage on an immediate basis, without the necessity of a health questionnaire for the employee or his/her family members, in the event of a hardship or change of life event.

Reentry to all health benefit coverage for reason of hardship or change of life applies only in the following situations which result in the loss of health benefits coverage through the employee's spouse or other source:

- Termination of employment (proof of termination of benefits required)
- Legal Separation (a copy of decree is required)
- Group contract/policy terminated (proof of termination of benefits required)
- Disability of spouse which eliminates benefits (proof of termination of benefits required)
- Divorce (a copy of the decree is required)
- Death of Spouse (a copy of death certificate is required)
- Military Discharge (a copy of DD214 is required)

Application under these circumstances must be made within sixty (60) days of the life event to the district's payroll/benefit office.

In addition, any employee who has waived all his/her health benefit coverage may automatically restore his/her coverage by applying during the open enrollment period during any school year. The reinstatement date under such conditions will be January 1.

It will not be necessary for any employee or his/her family members to complete a Statement of Health (proof of insurability) to restore coverage during the open enrollment period.

## **ARTICLE XI**

### **GRIEVANCE PROCEDURE**

#### **I. STATEMENT OF PURPOSE**

An employee is encouraged to resolve that employee's 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 Livingston Supervisors' Association shall have the right to grieve those items that are concerned with its 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 or of any policy or administrative decision regarding terms and conditions of employment.
- 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. **Exclusion:** 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 Livingston 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-tenured employee's contract.

### **III. GENERAL PRINCIPLES**

- A. No employee participating in the grievance procedure herein outlined, whether as 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; 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 Livingston 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 the closing of school or extenuating circumstances such as illness or personal emergency, in which events the aggrieved party and the employee's 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. In the 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 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 the grievance at the stage determined by the position of the employee's immediate superior. The employee shall then follow the procedure 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, the conflicting portion 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 as 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 the employee's immediate superior within thirty (30) school days after the occurrence of or the awareness of the event or events giving rise to the same
- 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 the 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, the 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:
  - i. 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.
  - ii. The dates upon which the grievant first commenced Stage I proceedings and received notice of the Stage I determination.
  - iii. The grievant's understanding of the Stage I determination.
  - iv. A description of the action requested to be taken or of the relief requested- to be granted by the Superintendent.
  - v. 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 the Superintendent's understanding of the following:
  - i. 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.
  - ii. The dates upon which the Stage I proceeding was commenced and then determined.

- iii. The determination made at Stage I and the reasons therefore.
  - iv. The signature of the Stage I superior, which signature shall constitute a representation that the determination made by the superior 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 determine the matter and shall advise the parties of that determination within fifteen (15) working days from the date upon which the petition was first filed with the Superintendent. The Superintendent's 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, said aggrieved shall file a petition to the board within ten (10) working days from the receipt of notification of the Stage II determination, and 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:
- i. An incorporation by reference of the Stage II petition and answer, copies of which shall be delivered to the Board Secretary.
  - ii. The date upon which the aggrieved was informed of the Stage II determination.
  - iii. Any additional matters not otherwise set forth in the Stage II petition which the aggrieved wishes to call to the attention of the Board.
  - iv. A description of the action requested to be taken or the relief requested to be granted from the Board.
  - v. The signature of the aggrieved, which signature shall constitute a certification as herein above provided for.
- C. Promptly after the filing of the petition, the Superintendent shall prepare a full and complete written report of said Superintendent's findings and determination made at the Stage II level, if one has not been previously prepared; the Superintendent 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. 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

### DURATION OF AGREEMENT

THIS AGREEMENT dated April 25, 2023, shall be effective July 1, 2023, and shall continue in full force and effect without change through June 30, 2028.

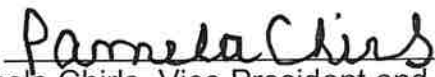
## ARTICLE XIII

### ENTIRE AGREEMENT

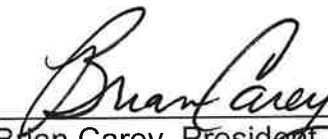
- I. THIS AGREEMENT incorporates the entire understanding of the parties on all issues covered and provided for herein, during the term of this agreement, neither party shall be required to renegotiate concerning said issues for the period covered herein.
- II. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

#### LIVINGSTON BOARD OF EDUCATION

By:   
Vineeta Khanna, President

By:   
Pamela Chirls, Vice President and  
Chair, Negotiations Committee

#### SUPERVISORS' ASSOCIATION

By:   
Brian Carey, President

By:   
Kevin Wittmaack, Vice President