

A G R E E M E N T

Between

LIVINGSTON BOARD OF EDUCATION

and

LIVINGSTON CUSTODIAL ASSOCIATION

LIBRARY
Institute of Management and
Labor Relations

JUL 6 1982

RUTGERS UNIVERSITY

For the Period

July 1, 1982 through June 30, 1984

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PREAMBLE

THIS AGREEMENT is made and entered into this 28th
day of June, Nineteen Hundred and Eighty-Two (1982)

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

AND THE LIVINGSTON CUSTODIAL ASSOCIATION,
hereafter the "Association";

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

WHEREAS, certain agreements have been reached between the Board and the Association, the said Association being the recognized majority representative of the unit of the Board's employees, consisting of all the regularly employed contractual custodial and maintenance staff of the school district whether under contract or on leave, employed by the Board, except for the following: Superintendent of Buildings and Grounds, Assistant Superintendent of Buildings and Grounds, and Maintenance Foreman. (Unless otherwise indicated, as used herein the term "employee" shall refer to all employees covered in the described unit as above defined.) In all cases where a masculine pronoun or adjective appears, the reference should be to either masculine or feminine.

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

ARTICLE I: NEGOTIATION OF SUCCESSOR AGREEMENT

- 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. Such negotiations shall begin not later than the time prescribed by law. Both parties shall have representatives meet to negotiate at mutually agreed upon times. Each party shall submit to the other at least three days prior to any meeting pertinent material on matters to be discussed; however, this time limit may be waived by mutual consent. Any agreement so negotiated shall apply to all Employees, be reduced to writing, be signed by the Board and the Association, and be adopted by both parties.

- 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.

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. 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.

III. NOTICE OF VACANCY AND PROMOTIONS

The Association President will be notified, in writing, by the Superintendent or his designee of all vacancies, promotional openings, 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. Each member of the unit will receive a copy of such notice. The Association President will also be notified when and by whom the position is filled.

IV. REPRODUCING THE AGREEMENT

The Board agrees to pay the cost of reproducing the final agreement. The Board will distribute 60 copies of the agreement to the Association president.

ARTICLE III

LIVINGSTON BOARD OF EDUCATION
CUSTODIAL SALARY GUIDE 1982-83

STEP	HD. CUST. HIGH SCHOOL	AV TECHNICIAN	MASTER MAINTENANCE	HD. CUST. JR. HIGH	SKILLED MAINTENANCE
1	16000	15250	13500	13400	12200
2	16500	15750	13800	13700	12500
3	17000	16250	14100	14000	12800
4	17500	16750	14400	14300	13100
5	18000	17250	14700	14600	13500
6	18500	17750	15000	14900	13900
7	19000	18250	15300	15200	14400
8	19500	18750	15700	15600	14900
9	20000	19250	16100	16000	15400
10	20500	19750	16500	16400	15900
11	21000	20250	16900	16800	16500
12	21500	20750	17900	17800	17500
13	22000	21250	19200	19100	18500
14	23000	22250	20600	20500	20000

STEP	HD. CUST. ELEMENTARY	(NIGHT CUSTODIAN) SEMI-SKILLED MAINTENANCE	ASST. CUSTODIAN MAINTENANCE (DAY)	ASST. NIGHT CUSTODIAN
1	12525	11600	11250	11650
2	12825	11900	11550	11950
3	13125	12200	11900	12400
4	13425	12500	12300	12700
5	13725	12800	12600	13000
6	14325	13400	12900	13300
7	14925	14000	13200	13600
8	15525	14600	14000	14400
9	16125	15200	15800	16200
10	16725	15800		
11	17325	16400		
12	17925	17000		
13	18850	17600		
14	19850	18200		

- 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 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.

SALARIES

- I. Employees shall be paid in twenty-four (24) equal semi-monthly installments.
 - A. When a payday falls on or during a school holiday, bank holiday, vacation or weekend, employees shall receive their pay check on the last previous working day.
 - B. Employees shall receive their June check and the pay schedule for the following year on the last day of teacher attendance in June.
 - C. Employees may individually elect to have 10%, 15% or 20% of their monthly salary deducted from their pay. It shall be placed in an interest bearing savings account in a local bank in the employee's name. These funds shall be payable to the employee's estate or made available to the employee through the savings account.
 - D. Employees on night shift shall receive their pay check one day earlier.

ARTICLE IV: SALARY DEDUCTIONS

I. REPRESENTATION FEE

- A. 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.
- B. The Association warrants and covenants that a demand and return system has been established, and that this system is in compliance with the statutes.
- C. The Association indemnifies and holds the Livingston Board of Education harmless against any and all claims, demands, suits, and other form 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.
- D. 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.
- E. 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.
- F. The Board may monitor the defense by the Association.

II. DUES DEDUCTIONS

- A. The Board agrees to deduct monthly United Association dues and for those employees requesting it, Tax Deferred Annuity Funds.

ARTICLE V: EMPLOYMENT PRACTICES

- I. A custodian who has been substituting in a higher paying position will receive the higher pay for that position after twenty (20) consecutive days in the more responsible position.
- II. No new employee shall work more than sixty (60) days in a probationary period without a contract.
- III. Any employee hired prior to April 1 shall be credited with a year's service in the district.
- IV. Employees shall earn paid vacation days according to the following schedule:
- | | |
|---|----------------------------|
| Less than a year, hired prior to December 1 | - 2 weeks |
| Hired after November 30, but prior to April 1 | - 1 week |
| Hired after March 31 | - 1 day per month employed |
| 1 - 7 years | - 2 weeks |
| 8 -15 years | - 3 weeks |
| Over 15 years | - 4 weeks |
- V. Employees shall receive the following paid holidays:
- July 4 (to be celebrated either on the previous or following work day)
 - Labor Day
 - Good Friday
 - Memorial Day
 - Friday of NJEA Convention Days
-
- Yom Kippur and Rosh Hashana, Thanksgiving Holidays, Christmas Holidays and New Year's Holidays shall follow Board approved calendar.
- Five Days off in lieu of:
- Columbus Day, General Election Day, Veterans' Day
 - Washington's Birthday, Lincoln's Birthday
- VI. The normal daily shift shall be eight and one-half (8½) hours with a one-half hour (½) meal break.

ARTICLE VI: 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 VII: 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 teachers' accumulation of days for separation pay upon termination of employment (See Article XI). 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 VIII: 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

Articles VII and VIII provide two choices to pregnant employees. Under VII a pregnant employee may choose to be treated as any other employee with a sickness or a disability; under Article VIII 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

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.

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

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:

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

Dates of return from all leaves shall normally be on February 1st or September 1st, following the beginning of the leave, with extensions to the next succeeding date (from February 1 to the following September 1, or from September 1 to the following February) 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 IX: UNIFORMS

- I. The Livingston Board of Education will furnish four (4) sets of uniforms annually. All custodians must wear their uniforms everyday.

- II. The Board shall provide one set of foul weather gear in each building.

ARTICLE X: SUPERINTENDENT/DESIGNEE-LCA LIAISON

- I. The purpose of this meeting is to share ideas, discuss plans, exchange information, or express mutual concerns about the negotiated contract and written policies.
- II. These meetings shall be scheduled on a quarterly basis. If either party cannot meet at the prescribed time, the meeting will be rescheduled at the earliest possible date.
- III. 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. If there is nothing to discuss, the meeting shall be cancelled by mutual agreement.
- IV. The members attending these conferences shall be made up of no more than six representatives as designated by the LCA president and no more than six representatives as designated by the Superintendent. This liaison meeting shall in no way deny an individual's rights to process a grievance, nor shall it be construed to be part of the negotiations procedure.

ARTICLE XI: TUITION REIMBURSEMENT

- I. The Board will provide \$1500. for the payment of courses designed to assist the custodians of Livingston in the advancement of their professional skills. The custodian with the Superintendent/designee will work out courses to be taken for stipend credit on an individual basis. Payment to individual custodians will be made upon presentation of proof of successful completion of courses which have been approved, in advance, by the Superintendent/designee with a copy to the custodian and a file copy. Successful completion shall be interpreted as an earned passing grade. Distribution of the \$1500. 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, custodians may take additional courses for payment on a first come first served basis. For the successful completion of the first two sets of eight credits as described above, the custodian will receive a stipend of \$150. to be added to his base salary. For the third and successive sets of credits, a stipend of \$160. will be added to 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 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.

REIMBURSEMENT FOR STUDY

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

- III. 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 XII: 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

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

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

IV. RESTRICTIONS

Payment will not be made if the employee is discharged for cause or terminates employment improperly.

ARTICLE XIII

GRIEVANCE PROCEDURE

A. STATEMENT OF PURPOSE

An employee is encouraged to resolve his grievance through informal discussion between the relevant parties at the lowest possible levels. If the formal grievance procedure is initiated, it shall not be mandatory to continue through all of its stages if a satisfactory resolution is achieved at lower levels. The Association shall have the right to grieve those items that are concerned with Association rights and privileges.

B. DEFINITION OF TERMS

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

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

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

GRIEVANCE PROCEDURE

C. GENERAL PRINCIPLES

1. No employee participating in the grievance procedure herein outlined, whether as a party or a representative, shall be subject to coercion, restraint, discrimination, or reprisal in his employment by reason of such participation.
2. Except at Stage III, all discussions, meetings and conferences shall, insofar as practicable, be conducted during normal day-time hours and without undue interference with the parties' regular duties, and maximum efforts shall be made to avoid involvement of students in any phase of the grievance procedure. It is to be expected that Stage III proceedings will ordinarily be conducted in the evening at executive sessions of the Board of Education.
3. The aggrieved shall have the right to be represented at all stages of the procedure, by himself/herself, by two (2) officers or designees of the employee unit, and/or by counsel. When an aggrieved exercises this right, written notice must be given three (3) days in advance.
4. Stipulated times provided for herein are intended as outer limits to be strictly adhered to, except in cases of closing of school or extenuating circumstances, such as illness or personal emergency, in which events the aggrieved party and his superior at the then pending stage of the grievance shall mutually agree to appropriate extensions of time.
5. This procedure generally provides for three stages of action, and in case of most employees it will operate at all stages. However, in the instance of some employees and by reason of their position within the organizational scheme prevailing in this district, Stage I in the

GRIEVANCE PROCEDURE

procedure may be eliminated. No employee shall pursue a formal grievance with a superior who is also a member of the same unit. If such is the case, the employee shall commence his grievance at the stage determined by the position of his immediate superior, and he shall follow the procedure therefore as outlined herein.

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

7. Determinations at the Stage II level may be made by the Deputy or Assistant Superintendent, provided both the aggrieved and the Superintendent mutually agree in advance to accept a hearing and determination by such other personnel.

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

D. STAGE I

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

GRIEVANCE PROCEDURE

The presentation may be oral; however, the immediate superior shall be specifically advised that the employee is invoking the formal procedure provided for herein. The employee and the immediate superior shall attempt to resolve the grievance promptly, and in any event, the immediate superior shall advise the aggrieved of his determination within five (5) working days from the date of this original presentation of the grievance. The determination will be in writing.

E. STAGE II

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

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

1. A brief description of the grievance and the essential facts relating thereto, including an identification of the provisions of the contract, board policy, or administrative decision which it is alleged have been misinterpreted, misapplied or violated.
2. The dates upon which the aggrieved first commenced Stage I proceedings and received notice of the Stage I determination.

GRIEVANCE PROCEDURE

3. The aggrieved's understanding of the Stage I determination.
4. A description of the action requested to be taken or of the relief requested to be granted by the Superintendent.
5. The signature of the aggrieved, which signature shall constitute a representation that the petition's contents are accurate and that it is filed in good faith for the purposes stated therein.

Upon receipt of the petition, the Superintendent shall direct the administrator making the Stage I determination to submit a written response to the petition setting forth his understanding of the following:

1. The nature of the grievance and the essential facts relating thereto and the provisions of the contract, board policy, or administrative decision which are alleged to be involved.
2. The dates upon which the Stage I proceeding was commenced and then determined.
3. The determination made at Stage I and the reasons therefor.
4. The signature of the Stage I superior, which signature shall constitute a representation that the determination made by him was arrived at after hearing all pertinent statements in the matter.

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

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

GRIEVANCE PROCEDURE

Petition was first filed with him. His determination shall be in written form.

F. STAGE III

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

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

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

GRIEVANCE PROCEDURE

Promptly after the filing of the petition, the Superintendent shall prepare a full and complete written report of his findings and determination made at the Stage II level, if one has not been previously prepared, and he shall file the same with the Board and deliver a copy thereof to the aggrieved.

Thereafter, the Board shall proceed to hear the matter as promptly as possible. The hearing shall be based upon the filed documents aforementioned, unless the aggrieved or the Stage II administrator requests the Board to schedule a hearing date for the presentation of other matters, in which event the Board shall do so. The Board shall then render its determination of the issue or issues presented by the grievance within 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.

The Board's determination may be rendered orally or in writing. However, if the same is rendered orally, it shall be in the presence of the parties and an accurate summary thereof shall be made available.

ARTICLE XIV: DURATION OF AGREEMENT

I. THIS AGREEMENT, dated June 28, 1982, shall take effect July 1, 1982, and shall continue in full force and effect without change through June 30, 1984.

ARTICLE XV: ENTIRE UNDERSTANDING OF AGREEMENT

- I. THIS AGREEMENT incorporates the entire understanding of the parties on all issues covered and provided for herein, and during the terms 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 on the day and year aforesaid.

LIVINGSTON BOARD OF EDUCATION

By Ellen M. Klein
President

By [Signature]
Secretary

LIVINGSTON CUSTODIAL ASSOCIATION

By Martin E. Greb
President

By Harold F. Hoobe
Secretary

MEMORANDUM OF UNDERSTANDING

I. JOB SECURITY CLAUSE

It is the intent of the Livingston Board of Education to employ all regular contractual custodians for the years 1982-84 providing they have received satisfactory evaluations. This job security clause does not preclude the Board's right to reduce the custodial force because of declining enrollment or to dismiss a custodian for just cause.

II. 1983-84 CONTRACT REOPENER

The intent of this two year agreement between the Board of Education and the Livingston Custodial Association is to reopen in the second year of the agreement on the issues of salaries only. Nothing else shall be negotiable unless agreed upon by mutual consent. For purposes of this reopener, the 83-84 salary schedule will reflect an increase of \$60,000 over the payroll figure for the unit on October 15, 1982. Guides will be developed then. The amount will not be less than the percentage applied to the teachers' guide for 83-84. In addition to the above the Association shall receive any increases in salary, benefits, and any other money items which are negotiated for other units for 1983-84.