

A G R E E M E N T

between

LIVINGSTON BOARD OF EDUCATION

and

LIVINGSTON ADMINISTRATIVE SUPPORT STAFF

LIBRARY
Institute of Management and
Labor Relations

SEP 3 1981

RUTGERS UNIVERSITY

For the Period

X
July 1, 1981 through June 30, 1982

TABLE OF CONTENTS

	PREAMBLE	1
ARTICLE I	NEGOTIATION OF SUCCESSOR AGREEMENT	2
ARTICLE II	ASSOCIATION RIGHTS AND PRIVILEGES	3
ARTICLE III	SALARY GUIDE	7
ARTICLE IV	REPRESENTATION FEE	9
ARTICLE V	SEPARATION PAY	10
ARTICLE VI	HEALTH INSURANCE	11
ARTICLE VII	REIMBURSEMENT FOR STUDY	13
ARTICLE VIII	SICK LEAVE, TEMPORARY & EXTENDED LEAVES	15
ARTICLE IX	MATERNITY AND CHILD CARE LEAVES	18
ARTICLE X	GRIEVANCE PROCEDURE	22
ARTICLE XI	PRINTING THE AGREEMENT	29
ARTICLE XII	DURATION OF AGREEMENT	29
ARTICLE XIII	ENTIRE UNDERSTANDING OF AGREEMENT	29

PREAMBLE

THIS AGREEMENT is made and entered into this 29th
day of June, Nineteen Hundred and Eighty-One (1981),

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

AND THE LIVINGSTON ADMINISTRATIVE SUPPORT STAFF,
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 contracted supportive staff of the school district excluding,
however, the following: Secretary to the Superintendent, Office Manager,
Payroll Supervisor, Data Processing Manager, and Supervisor of Ac-
counts, whether under contract or on leave, employed by the Board.

(Unless otherwise indicated, as used herein the term "employee" shall
refer to all employees covered in the described unit as above de-
fined.) 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

A. 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.

B. 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.

C. VACANCIES 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 support staff, with qualifications and job descriptions where available for these positions. The President of the Association will be notified when and by whom a vacancy is filled.

ASSOCIATION RIGHTS AND PRIVILEGES

D. CONFERENCES

1. Superintendent-LASS Conference

- a. The purpose of this conference is to share ideas, discuss plans, exchange information, or express mutual concerns about the negotiated agreement and written policies.
- b. Procedure
 - 1) These meetings shall be scheduled on a quarterly basis with dates to be determined by the LASS president and the Superintendent or his designee. 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. If there is no agenda to discuss, the meeting shall be cancelled.
 - 3) The members attending these conferences shall be made up of no more than four representatives as designated by the LASS president and no more than four representatives as designated by the Superintendent.
 - 4) This conference shall in no way deny an individual's rights to process a grievance.
 - 5) This conference shall in no way be construed as a part of of the negotiations procedure.

ASSOCIATION RIGHTS AND PRIVILEGES

E. FULL VACATION RIGHTS

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.

F. 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

LIVINGSTON BOARD OF EDUCATION
SALARY GUIDE - OFFICE PERSONNEL - 1981-82

2 Months)

	<u>LEVEL I</u>	<u>LEVEL II</u>	<u>LEVEL III</u>	<u>LEVEL IV-A</u>	<u>LEVEL IV-B</u>
	Sec'y Deputy Supt. Sec'y H.S. Prin. Head Bookkeeper	Sec'y Dir. P.P.S. Sec'y JHS Prin. H. S. Accountant Gen. Off. Sec'y	Dist. Media Sec'y Gen. Off.Sr.Clerk Secondary Sec'y	Computer Programmer	Computer Operator
EP					
1	9500	8900	8600	12000	10000
2	9700	9100	8800	13000	11000
3	9900	9300	9150	14000	12000
4	10200	9600	9350	15000	13000
5	10600	10000	9600	16000	14000
6	11000	10400	9850	17000	15000
7	11400	10800	10000	18000	16000
8	11800	11250	10425		
9	12200	11575	10775		
0	12600	11900	11125		
1	13000	12225	11500		
2	14000	13200	12425		
3	17000	16150	15425		

0 Months)

	<u>LEVEL V</u>	<u>LEVEL VI</u>	<u>LEVEL VII</u>	<u>LEVEL VIII</u>
	Secondary Office Spec.Serv.Office Secondary Guidance Sec'y Elem. Prin.	Secondary Clerks	Part-time Elementary	Attendance Liaison Officer
EP				
1	6600	6100	4300	10500
2	6800	6300	4400	11000
3	7000	6500	4500	11500
4	7300	6700	4600	12000
5	7600	6900	4700	12500
6	8000	7200	4800	14175
7	8400	7600	4900	
8	8800	8000	5000	
9	9200	8400	5100	
0	9600	8800	5300	
1	10000	9200	5550	
2	11000	9600	6000	
3	12975	12200	7425	

- ADDENDUM:
1. This salary guide shall go into effect on July 1, 1981.
 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 \$140. for each set will be added to the base salary; for the third and each subsequent set of eight credits, \$150. will be added to the base salary.

ARTICLE III

4. The Board agrees to provide, for those requesting them, the following payroll deduction services; United Profession dues, payroll savings at a rate of 10% or 15%, Tax Deferred Annuity Funds, and United Way contributions.

ARTICLE IV
REPRESENTATION FEE

1. 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.
2. The Association warrants and covenants that a demand and return system has been established, and that this system is in compliance with the statutes.
3. 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.
4. 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.
5. 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.
6. The Board may monitor the defense by the Association.

ARTICLE V
SEPARATION PAY

A. ELIGIBILITY

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

B. RATE

1. \$12.00 per day for each accumulated sick and emergency day (without limit) at the time of leaving.

C. METHOD OF PAYMENT

1. Payments to be made either July 1 of the termination year or January 1 of the following year, at the employees' discretion.
2. Monies will be paid to the employees' estate if death occurs while the employee is in service in the district.

ARTICLE VI

HEALTH INSURANCE

A. ELIGIBILITY

1. All regular employees who work at least twenty (20) hours each week in their job category shall be eligible for employee benefits paid by the Board as prescribed by the Board, and as provided for in the school budget.
2. Employees contracted for ten or more months each year shall be eligible for twelve months' benefit coverage under this policy. Employees contracted for less than a ten-month period shall be eligible for benefits for only those months in which they work, providing they work 50% or more of the contract year normal for their classification, and at least twenty (20) hours each week.
3. 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.

B. BENEFITS

1. 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 this agreement; these Board paid benefits shall include appropriate coverage not to exceed full family premium for hospitalization, medical-surgical, with the surgical expense benefit of \$12.00 per unit for surgical procedures other than those listed under the heading maternity, \$14.00 per unit for those listed under maternity, and "Rider J" type coverage, and major medical coverage to \$1,000,000. 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

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

ARTICLE VII

REIMBURSEMENT FOR STUDY

The Board will budget \$2000 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 \$2000 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 \$140.00 to be added to her/his base salary. For the third and subsequent sets of eight (8) credits, a stipend of \$150.00 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

SICK LEAVE, TEMPORARY AND EXTENDED LEAVES OF ABSENCE

A. PERSONAL ILLNESS

1. 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.
2. Absences beyond leave provided for in 1 will be deducted on the basis of one-third day's pay for as many days as were accumulated up to the end of the previous fiscal year.
3. Payment for absence beyond accumulated days will be taken into consideration by the Board through the recommendation of the Superintendent.
4. 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.
5. 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 pursuant to this section shall be reduced by the amount of any Worker's Compensation award made for temporary disability.

B. QUARANTINE

Absences due to quarantine not due to personal illness shall be allowed without deduction or reduction in days of sick leave, upon filing of certificate of quarantining officer.

C. EMERGENCY ABSENCES

Emergency absence may be approved without pay deductions as follows:

1. By applicant submitting a request on the special form provided by the administrator to whom he is responsible, prior to the occurrence of the absence, if possible. If the request is not specifically provided for in "a" through "i" below, then "miscellaneous" should be checked and an explanation may be required by the Superintendent.
2. Five days will be allowed for emergency 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 V). Days accumulated under this provision are ir-retrievable for any purposes other than separation pay.
3. Absences under this category include:
 - a. Urgent personal family business which can only be transacted or conducted during the time that school is in session, warranting absence from duty.
 - b. Religious observance, requiring a full-day absence, should be requested on the appropriate form and submitted at least two weeks in advance.

SICK LEAVE, TEMPORARY AND EXTENDED LEAVES OF ABSENCE

- c. Unforeseen occurrences that happen abruptly and which prevent the employee from coming to work.
- d. Visits for medical or dental services that have been arranged at a prior date. This sort of leave may be used instead of using a sick day. This option lies with the employee and should be so stated in advance. However, emergency days may not be used as sick days nor to supplement sick leave when all other benefits run out.
- e. Care of an ill member of the family only when no one else is available.
- f. 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.
- g. Court appearance, provided proof is filed with the Board of Education.
- h. Legal business that cannot be done at a time other than during the school day.
- i. Graduation of employee, spouse or child.
- j. Miscellaneous - Instances not specifically provided for above, at the discretion of the Superintendent.

D. BEREAVEMENT ABSENCES (no charge)

- 1. 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.
- 2. 1 day per occurrence - death of other relative
- 3. If such days referred to in "1" and "2" prove inadequate for an employee, the Superintendent may accord appropriate relief.

ARTICLE IX
MATERNITY AND CHILD CARE LEAVES

A. MATERNITY LEAVE

1. Definition

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

2. Options

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

3. Application

Application shall be made, in writing, to the Superintendent or his designee six (6) months prior to the estimated date of birth. Such application shall contain the desired dates for beginning and terminating the leave.

4. Duration

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

MATERNITY AND CHILD CARE LEAVES

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

5. 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.

6. 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.

B. CHILD CARE LEAVE

1. Definition

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

2. 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.

3. 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.

MATERNITY AND CHILD CARE LEAVES

4. 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.

5. 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.

6. Application for Extension

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

ARTICLE X

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 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.

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 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 practical be, be conducted during normal daytime hours and without undue interference with the parties' regular duties, and maximum efforts shall be made to avoid involvement of students in any phase of the grievance procedure. It is to be expected that Stage III proceedings will ordinarily be conducted in the evening at executive sessions of the Board of Education.
3. The aggrieved 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

GRIEVANCE PROCEDURE

the organizational scheme prevailing in this district, Stage I in the procedure may be eliminated. No employee shall pursue a formal grievance with a superior who is also a member of the same unit. If such is the case, the employee shall commence his grievance at the stage determined by the position of his immediate superior, and he shall follow the procedure 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 Superintendent or his designee, provided both the aggrieved and the Superintendent mutually agree in advance to accept a hearing and determination by such designee.

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

GRIEVANCE PROCEDURE

same. 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 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.

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) days from the conclusion of the hearing.

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

ARTICLE XI

PRINTING THE AGREEMENT

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

ARTICLE XII

DURATION OF AGREEMENT

This agreement dated June 29, 1981 shall take effect July 1, 1981, and shall continue in full force and effect without change through June 30, 1982.

ARTICLE XIII

ENTIRE UNDERSTANDING OF AGREEMENT

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

By *Louis M. Venz*
President

By *[Signature]*
Secretary

LIVINGSTON ADMINISTRATIVE
SUPPORT STAFF

By *Debra D. Clark*
President

By *Carol McLaughlin*
Secretary

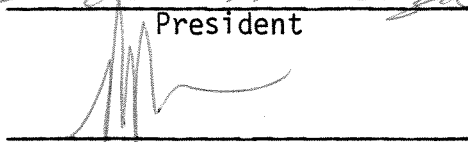
MEMORANDUM OF UNDERSTANDING

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



President

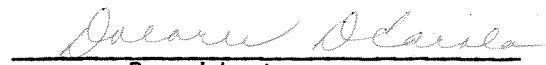


Secretary

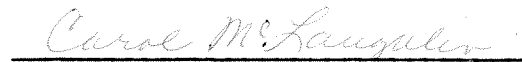


Negotiator


LIVINGSTON ADMINISTRATIVE
SUPPORT STAFF



President



Secretary



Negotiator

SIDEBAR

ACCUMULATED EMERGENCY DAYS

Accumulated emergency days, to be placed in separation bank, will begin with the number of unused emergency days each employee has as of June 30, 1981. After this date the provisions of Article VIII, Sec. C-2, will be in effect.