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BCF/8612

**AGREEMENT**  
between  
**THE LAWRENCE BOARD OF EDUCATION**  
and  
**LAWRENCE FACILITIES MANAGEMENT ASSOCIATION**

July 1, 1999 to June 30, 2002

**RECEIVED**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



TABLE OF CONTENTS

	Page
PREAMBLE. . . . .	1
ARTICLE I - RECOGNITION . . . . .	1
ARTICLE II - STRIKE PROHIBITION. . . . .	1
ARTICLE III - DUES DEDUCTIONS . . . . .	1
A. Dues Deductions. . . . .	1
B. Agency Fee . . . . .	2
C. Hold Harmless. . . . .	2
ARTICLE IV - SALARIES AND OTHER COMPENSATION. . . . .	2
A. Salaries . . . . .	2
B. In-Service . . . . .	4
C. Emergency Call-Ins . . . . .	4
ARTICLE V - RESPONSIBILITIES AND DUTIES OF EMPLOYEES. . . . .	4
A. Attendance . . . . .	4
B. Physical Examinations. . . . .	4
C. Notice of Resignation/Retirement . . . . .	5
ARTICLE VI - WORKDAY, WORKWEEK, WORK YEAR. . . . .	5
ARTICLE VII - ABSENCE WITHOUT LOSS OF PAY . . . . .	6
A. Eligibility. . . . .	6
B. Use. . . . .	6
C. Procedures . . . . .	6
D. Additional Protection. . . . .	8
E. Jury Duty. . . . .	8
F. Vacations. . . . .	8
G. Paid Holidays. . . . .	9

	Page
ARTICLE VIII - ABSENCE WITH LOSS OF PAY . . . . .	9
A. Child Care Leave . . . . .	9
B. Temporary Leaves of Absence. . . . .	10
ARTICLE IX - EMPLOYEE BENEFITS. . . . .	10
A. Retirement . . . . .	10
B. Health Insurance . . . . .	11
C. Life Insurance . . . . .	11
D. Dental Insurance . . . . .	11
E. Uniform and Safety Equipment . . . . .	11
F. Tax-Sheltered Annuity. . . . .	12
G. Training . . . . .	12
H. Optical. . . . .	13
I. IRS 125 BENEFITS . . . . .	13
ARTICLE X - GRIEVANCE PROCEDURE . . . . .	13
A. Definitions. . . . .	13
B. Submission of Grievance. . . . .	13
C. Procedures . . . . .	14
ARTICLE XI - MISCELLANEOUS. . . . .	15
ARTICLE XII - MANAGEMENT RIGHTS . . . . .	15
ARTICLE XIII - DURATION . . . . .	16
SALARY SCHEDULES . . . . .	APPENDIX A

July 1, 1999 to June 30, 2002

PREAMBLE

The Lawrence Public Schools (the "District") and the Lawrence Facilities Management Association (the "LFMA") recognize that, while unit members have both supervisory and non-supervisory responsibilities, a critical function is for unit members to provide the highest possible quality of supervision of the District employees who report to them.

ARTICLE I - RECOGNITION

The District recognizes the LFMA as the exclusive bargaining representative for a unit consisting of all regularly employed head custodians, maintenance supervisors, Network II, and assistant directors of facilities. Such recognition is extended for the maximum period provided by law. Upon employment in supervisor/management titles not currently recognized, the Lawrence Facilities Management Association will accept a petition from the District for recognition.

ARTICLE II - STRIKE PROHIBITION

The LFMA affirms that it does not assert the right to strike or engage in a concerted work stoppage against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

ARTICLE III - DUES DEDUCTIONS

A. DUES DEDUCTIONS

1. The District agrees to deduct dues from the salaries of unit employees for the LFMA as said employees individually and voluntarily authorize the District to deduct and to transmit the monies promptly to the LFMA. Employee authorizations shall be in writing on a form provided by the District.

2. The LFMA shall certify to the District in writing the current rates of any dues to be deducted. The District shall be given thirty (30) days written notice prior to the effective date of any change in the rate of membership dues.

3. Deductions referred to in Section A above shall be made in the following manner:

No later than August 1, the LFMA shall provide the District with a list and the original signed dues authorization cards of those employees who voluntarily authorize the District to deduct dues.

No later than October 1, the LFMA shall provide the District with a supplemental list and the original signed dues authorization cards of those additional employees who voluntarily authorized the District to deduct dues.

The total annual membership dues, as certified, shall be deducted in equal dollar installments for the school year not later than forty-five (45) days following the respective dates of August 1 and October 1.

4. The District shall transmit all dues collected to the LFMA monthly.

#### B. AGENCY FEE

1. The District agrees to deduct any agency fee from the salaries of non-member unit employees for the LFMA and to transmit such monies to the LFMA.

2. Deductions referred to in Section F.1 above shall be made in the following manner: No later than October 1 of each school year, the LFMA shall forward to the District a list of non-member unit employees for whom an agency fee is to be deducted. An agency fee in the amount equivalent to the membership dues, as certified, shall be deducted in equal dollar installments for the school year not later than forty-five (45) days following each October 1, on a monthly basis.

#### C. HOLD HARMLESS

The LFMA, on its own behalf, and on behalf of each unit member authorizing dues deductions, hereby releases the District, its officers, agents, and employees from any and all liability and responsibility whatsoever for the use or application of dues and/or agency fees after such monies have been deducted and remitted.

### ARTICLE IV -- SALARIES AND OTHER COMPENSATION

#### A. SALARIES

1. Unit members shall be paid as follows:

For 1999-00, the salary schedule in effect for the 1998-99 school year shall be increased by 3.25%.

For 2000-01, the salary schedule in effect for the 1999-00 school year shall be increased by 3.25%.

For 2001-02, the salary schedule in effect for the 2000-01 school year shall be increased by 3.25%.

2. The annual salaries for each unit member shall be as established effective July 1 of each year of this Agreement.

3. Salary payments will be made at twice monthly intervals in accordance with the schedule of salary payments established by the Business Office. A copy of this schedule will be distributed to all members of the unit at the beginning of each school year.

4. Merit Provision

A. Each unit member shall be evaluated four times each year using an evaluation document formulated by the Assistant Superintendent for Business, in consultation with a committee composed of members of the LFMA and two building principals. The document, to be finalized by March 31st, will commence with the 1999/00 school year. The \$5,000 maximum merit payment will remain the same through the life of the contract.

B. Sub section 4 of Article IV,A. is to be rewritten to include provision for formal evaluation and inclusion of merit provision for members of this unit. Procedures to be developed by the Assistant Superintendent for Business and LFMA. This procedure shall include a standard for evaluation, a method for appeal regarding an evaluation, and merit bonus for each level of rating ranging from \$0.00 to \$5,000. This clause shall not be subject to the grievance procedure nor appeal to the Board of Education regarding appeals of the evaluation procedures.

5. Attendance Bonus: Any unit member who has no absences due to illness, family illness or personal obligations for an entire work year shall be paid a bonus of \$600 at the end of the year. Any unit member who has only one such absence shall be paid a bonus of \$450, and any unit member has only two such absences shall be paid a bonus of \$400.

6. Split Head Custodians: Members of this unit who are assigned to supervise two buildings as Head Custodians shall receive a stipend of 10% of their base salary.

7. All members of this unit shall receive a longevity stipend of \$500.00 at the end of the 15th full year of service to be paid each year, and a second longevity stipend of \$500.00 at the end of the 20th full year of service, for a total of \$1000.00 to be paid from the 20th year of service on.

8. All bonuses and merit payments shall be paid on or before July 30th in each year of this contract.



9. Head Groundsman's Salary Adjustment

In addition to the salary schedule increases described in Paragraph A (1), The Head Groundsman's salary shall be increased by \$2,000 in 1999-00, an additional \$2,000 for a total adjustment of \$4,000 in 2000-01, and an additional \$2,000 for a total adjustment of \$6,000 in 2001-02. These adjustments represent the first phase of an effort to re-index this salary schedule more appropriately.

10. Network Specialist II Salary Schedule

A new seven-step salary schedule will be created with a step one salary of \$52,000. Each additional step will be indexed to the previous step on a 1.037 basis.

B. IN-SERVICE

Unit members who attend in-service courses at a time other than their regular workday shall be compensated at the rate of \$10.00 per hour, provided that they have submitted an application to attend such course(s) in writing and in advance, and provided that such application is approved in advance of the commencement of the course(s) by the District.

C. EMERGENCY CALL-INS

On emergency call-ins, where an employee is required to respond on the same day, night, or shift, in accordance with the response list maintained by the District, such employee shall receive a minimum of three hours pay.

ARTICLE V -- RESPONSIBILITIES AND DUTIES OF EMPLOYEES

A. ATTENDANCE

1. Employees will give their immediate supervisor, or a person designated by the Business Office, as much advance notice as possible in the event that they must be absent from work or will be reporting in late.

2. All members of the unit who leave the building in which they are assigned during regular working hours must sign out and in on the form maintained in their building office. Overtime will be punched in and out on their time-card.

B. PHYSICAL EXAMINATIONS

For the protection of the individual, the unit members, the students and the community in the operation of this Agreement and in accordance with the recommendations of the State Department of Education:

1. Each employee shall receive a complete physical examination, including a skin test for tuberculosis, and submit the results of such examination to the Superintendent of Schools on a form provided by the District prior to the first day of employment. The method used for tuberculin skin testing is the Mantoux technique.

2. A new employee may substitute documentation of the results of a previous tuberculin skin test if this test was performed within the six months prior to the date of presentation and the result was a negative reaction.

3. All persons with a positive tuberculin skin test reaction, who have not taken or do not choose to take preventive therapy as prescribed, shall be x-rayed annually for two years and thereafter as determined by the school physician.

4. All persons with negative tuberculin skin test reactions, as well as those with positive reactions who have completed an adequate course of preventive therapy, are exempt from routine periodic tuberculin tests.

5. Subsequent tuberculin tests shall only be required when part of an outbreak control procedure if recommended or required by the local Department of Health in response to identification of a proven, active case of tuberculosis.

6. In the event that an employee does not desire to have the physical examination referred to in B-1 or B-3 above performed by his/her family physician, the examination will be performed by a school physician at District expense.

7. In accordance with State Education Law and notwithstanding the above, the Superintendent may require an examination of an employee by a school-appointed medical inspector.

8. A written appeal may be made to the Superintendent of Schools through building principals for some exceptions to the above regulations.

9. All employees in the unit shall be expected to meet the deadline regarding physical examinations. Sick leave privileges will be suspended for all employees neglecting to meet this deadline. Upon compliance, such privileges will be reinstated.

#### C. NOTICE OF RESIGNATION/RETIREMENT

A unit member who intends to resign shall inform his/her supervisor in writing no less than fourteen (14) calendar days prior to the intended date of resignation. An employee who intends to retire or separate in vested status from service shall inform his/her supervisor in writing no less than ninety (90) days prior to the intended date of retirement. Resignations for retirement purposes or otherwise shall be irrevocable upon receipt by the District.

#### ARTICLE VI -- WORKDAY, WORKWEEK AND WORK YEAR

A. The workday for members of this unit shall be 7 ½ hours excluding lunch;

The workweek for members of this unit shall be 37 ½ hours, excluding lunch. Unit members who work in excess of 37 ½ hours will be compensated at the rate of one and one half times the regular hourly rate for each hour worked, except for Sundays and holidays which shall be compensated at two times the regular hourly rate for each hours worked.

B. Emergency School Closing. Any unit member required to work on days when school has been cancelled because of snow, hurricane or similar emergency, and school is closed to all other employees will be compensated at the rate of two times the regular hourly pay for each hour worked and, in addition, be entitled to one (1) additional vacation day for each full day of such work.

C. The work year for all members of this unit shall be twelve months. All members of this unit shall be required to work the daytime schedules on holidays or recess periods, except as mutually agreed by the district and the LFMA.

#### ARTICLE VII -- ABSENCE WITHOUT LOSS OF PAY

##### A. ELIGIBILITY

Each unit member shall be credited during each year of active service in the District with fifteen (15) days of absence with full salary for the purpose of meeting personal illness or obligations. These fifteen days per year may be accumulated, if not used, to a maximum of 265 days.

##### B. USE

The days accumulated may be used for the following purposes within the limitations stated:

1. For personal illness -- up to the total number of accumulated days as needed.
2. During any one school year -- up to a maximum of twelve (12) days of accumulated sick leave for serious illness or death in the immediate family. The immediate family is hereby defined as sibling, child, spouse, parent or parent-in-law. In the event of serious illness or death of other members of the family, the employee shall be granted a maximum of three (3) days absence for each such occurrence.
3. Days of absence of a personal nature to meet obligations which cannot be met at times other than during a school day up to three (3) days per year.
4. Days for the observance of religious holidays listed by the Commissioner of Education as days of religious observance for pupils, as required by the individual's religious persuasion, up to three (3) days per year.

##### C. PROCEDURES

1. Requirements governing the various leaves above:

(a) An employee must file a request with the building principal or immediate supervisor on a form provided by the principal's office or the immediate supervisor at least two (2) days in advance for all personal leaves, except in an emergency.

(b) An employee must notify the principal or immediate supervisor in writing at the beginning of the school year of all the religious holidays he/she plans to observe during that school year.

(c) All days of absence not covered in this Agreement will result in a salary deduction at the rate of 1/240th of annual salary for each day of unexcused absence.

(d) When an employee is absent for illness for more than five (5) consecutive days, or if there is a recurring illness, then the District may require an examination by a school physician, at the expense of the District, in order to determine the nature of illness and ability of the employee to perform his/her duties. In lieu of an examination by the school physician, the employee may, at his/her own expense, obtain a certification from the individual's physician, subject to review by the school physician.

2. An employee requesting a personal leave day shall do so on the form provided by the building principal or his/her immediate supervisor.

(a) Days of absence of a personal nature to meet obligations which cannot be met at times other than during school day up to three (3) days per school year.

(b) Days of "a personal nature" are for personal business and for personal obligations such as:

(1) Legal matters, including house closing, income tax hearings, adoption proceedings, court appearances, probating wills, and the like.

(2) Ceremonies such as family weddings, graduations and religious exercises.

(3) Moving.

(4) Emergency family accidents, doctor or hospital visits.

(5) Funerals of relatives other than immediate family.

(c) Days of a personal nature may not be used for purposes of political involvement, community affairs, social causes, or other activities of a similar nature.

(d) For any personal leave, a request must be filed with the building principal or the immediate supervisor at least two days in advance on a form provided by the District.

(e) In filing the District request form for personal leave, the unit member is required to state reasons:

(1) When personal leave is requested for a day or days immediately preceding or following school holidays or vacations involving fewer than four calendar days. Approval will be granted if the purpose of the personal leave is consistent with the reasons set forth above.

(2) Principals or the immediate supervisor may not approve any request for personal leave when personal leave is requested for a day or days during the three-day period preceding or following school holidays or vacations involving four or more calendar days or the summer vacation. All such requests shall be reviewed by the unit member's immediate supervisor and the Superintendent, with approval granted only at the discretion of the Superintendent of Schools.

#### D. ADDITIONAL PROTECTION

In the case of an employee using all accumulated days of leave and still being out with long-term illness or disability, the employee shall, once during the term of the Agreement, be entitled to receive the difference between his/her pay and that paid to a substitute replacing him/her, up to ninety (90) working days. To be eligible for this protection, the employee will be required to submit evidence of long-term illness or disability from his/her physician, deemed acceptable to the District. Should the employee choose to use the school physician appointed by the District, such expense shall be borne by the District.

#### E. JURY DUTY

An employee who serves as a juror will receive full salary during the period of actual jury service.

#### F. VACATIONS

1. During the first year of employment, an employee will be entitled to vacation days to be taken during July and August as follows:

EMPLOYMENT DATE	NO. OF VACATION DAYS
July or August	10
September	9
October	8
November	7
December	6
January	5
February	4
March	3
April	2
May	1

2. Unit members whose initial employment date is between July 1 and December 31 of any school year will be credited with two full years of service with respect to computing vacation days after completion of the full school year following the school year during which he/she was employed.

Unit members whose initial employment date is between January 1 and June 30 of any school year will be credited with one full year of service with respect to computing vacation days after completion of the full school year following the school year during which he/she was employed.

3. Vacations for employees who are credited with one or more full years of service will be as follows:

No. of Days Vacation	No. of Years' Service Completed
10	1 through 4
15	5 through 8
20	9 or more

4. Employees entitled to a vacation must submit their requests in writing to their building principal or immediate supervisor on or before May 15th of each year. Requests for vacations at any other time than July and August must have the approval of the building principal and the Assistant Superintendent for Business. Consideration will be made to grant the summer vacation time requested by each employee.

#### G. PAID HOLIDAYS

1. Unit members shall receive the same number of holidays, on the same days in each school year, as are received by members of the L.237 I.B.T. bargaining unit in the District. A member of LFMA shall be on the holiday committee.

#### ARTICLE VIII -- ABSENCE WITH LOSS OF PAY

##### A. CHILD CARE LEAVE

As an alternative to use of sick leave, upon written request submitted at least ninety (90) days before such leave would commence, unit members will be granted a leave of absence, without pay, not to exceed two (2) years' duration, for the care of a newly born infant or adopted child. The time on leave shall not apply to any longevity career increment calculations, nor shall the unit member be entitled to retirement credit during the time on leave.

Such leave shall be without pay or other employee benefits, except that unit members may, at their own cost and expense, continue as enrolled members of the District's health insurance plan. Such leave shall terminate at the beginning of the school year, provided, however, that if a unit member desires to return from a child care leave before such leave is scheduled to terminate, the unit member may make such request in writing to the Superintendent of Schools, provided such request is submitted no later than March 1 of the school year immediately prior to the beginning of the school year when such leave was scheduled to terminate. All requests for early return are subject to approval by the Board of Education, upon the recommendation of the Superintendent of Schools.

## B. TEMPORARY LEAVES OF ABSENCE

Any salaried employee may make a written request for a leave of absence without pay for a period of time not to exceed one year. Such leaves may be granted when there are special personal situations which fully involve the employee, but are not permanent in nature, or where special conditions or opportunities require specific time arrangements by the employee. All applications are subject to the approval of the Superintendent of Schools and the Board of Education. All requests for a leave of absence shall be submitted not later than ninety (90) days prior to the commencement date of such leave. In the event of an emergency situation, this prior notice requirement may be waived by the Superintendent. The commencement and expiration date of any approved leave of absence shall be fixed by the Board of Education.

Any individual on leave will be responsible for the full payment of premiums or other obligations for fringe benefits to which he/she is entitled. He/She is not entitled to retirement credit, nor is he/she eligible for coverage under the District's insurance benefit programs except for health insurance, which he/she may continue by paying the full premium himself/herself. Not later than ninety (90) days prior to the expiration date of a leave of absence, the employee shall submit a letter to the Superintendent's Office indicating his/her intention to return or announcing his/her resignation as an employee.

## ARTICLE IX -- EMPLOYEE BENEFITS

### A. RETIREMENT

Full-time unit members who are eligible to retire under the NYS Employees' Retirement System will receive benefits upon retirement under the following plan in accordance with the requirements set forth below. Benefit entitlements will be paid within thirty (30) days following the date of retirement. This provision will be waived for employees retiring due to medical reasons, upon recommendation of the school physician and the Superintendent of Schools.

A unit member retiring under this plan will receive the following benefits. Upon the retirement of any current full-time employee of the unit, a lump sum payment will be made for unused sick leave, up to a maximum of 300 days, at \$100 per day.

To qualify for this benefit, the employee must submit not later than ninety (90) days prior to the last day of service, a written statement of retirement under the NYS Employees' Retirement System to take effect at the end of the school year. This plan will be open to those employees who are eligible to retire under the NYS Employees' Retirement System without penalty.

## B. HEALTH INSURANCE

1. The current insurance plan, or its equivalent, will be made available to unit members subject to regulations and conditions established by the insurance carrier and the District. The District will pay 85% of the premium cost for the Empire Plus individual plan, and 85% of the premium cost for the Empire Plus family plan. The same dollar amount District premium will apply for any eligible unit employee who elects to participate in a H.M.O. health insurance program offered by the District.

2. Bonus for Withdrawal - Members of the unit who withdraw from the District's plan during the life of the Agreement because of alternate comparable coverage shall receive \$1,200 if they were eligible for coverage under the family plan and \$600 if they were eligible for individual coverage, provided they remain uncovered under such plan for a period of twelve (12) consecutive months. Such payments shall be made at the end of the twelve (12) month period. Nothing contained herein shall preclude a member from re-entering the plan within the twelve (12) month period provided, however, that in the case of a member who re-enters within the twelve (12) month period, such member may only re-enter the plan if he/she is no longer covered by the alternate comparable coverage. No member shall be eligible to withdraw for the purpose of earning the bonus without submission of proof, satisfactory to the District, of alternate comparable coverage.

## C. LIFE INSURANCE

All unit members will have term life insurance coverage in the amount of \$15,000. This coverage applies only during the period of active employment.

## D. DENTAL INSURANCE

The current group dental program, or its equivalent, will be made available to full-time unit members, subject to regulations and conditions established by the insurance carrier, if any, and the District. The District will pay 85% of the cost of the individual plan and 85% of the cost for the family plan. The coverage for Orthodontic service shall be limited to \$1,500. Patients currently at the maximum are eligible for the differential if treatment is ongoing.

## E. UNIFORM AND SAFETY EQUIPMENT

1. The District will annually provide uniforms - 5 shirts, 5 pants, 2 pair of shoes - to members of the unit which must be worn while on duty. The provision of uniforms and work shoes shall be in accordance with the attached schedule. The schedule may be modified by mutual consent. The Assistant Director of Facilities and the Maintenance Supervisor shall receive an allowance equivalent to the cost of the uniforms and work shoes as described herein.



2. Use of safety equipment shall be required when performing hazardous tasks. Appropriate safety equipment shall be provided by the District.

3. In instances where uniforms are provided to employees of the unit, an advisory committee from the unit shall make recommendations to the Assistant Superintendent for Business prior to the purchase of such uniforms.

#### F. TAX-SHELTERED ANNUITY

1. Full-time members of the unit will be eligible to join a tax-sheltered annuity program in the District. The Board of Education will provide annuities for staff members in accordance with provisions of Section 403 (B) of the Internal Revenue Code of 1954 as amended. Applications from staff members for agreement with the District for reductions in contract salary will be submitted to and approved by the Assistant Superintendent for Business. Such agreement will specify the reductions in contract salary desired by the individual staff member, the amount of such reduction to be remitted to the company specified by the employee for the purpose of purchasing a nonforfeitable annuity or annuity account qualifying for the purposes of Section 403 (B). Any company wishing to participate in the program must be licensed in the State of New York, sign a hold-harmless agreement provided by the Board of Education, have a minimum of five (5) applications from the District (approved by the company and accepted by the employee) and agree to provide a master monthly billing to the District.

2. The LFMA shall have the responsibility of informing members of the unit of all information about the requirements for participation in this tax-sheltered annuity program.

3. Any individual joining any annuity plan must commit himself/herself to membership in that plan for no less than one calendar year. An employee who elects to discontinue contributions to a Tax-Sheltered Annuity Program will not be permitted to enter (reenter) a plan until January 1 of any year. The District will only accept changes in carrier or contribution rate effective for September 1 or January 1 of each year.

4. The District shall permit exercise of both "catchup" or "year of separation from service" elections, as defined by Internal Revenue Service regulations, for employees who can substantiate their eligibility.

5. All applications and the completion of required forms must be submitted to the Payroll Department not later than thirty (30) days prior to the effective commencement of the annuity plan.

#### G. TRAINING

Unit members shall be eligible for reimbursement of the cost of tuition upon the completion of technical courses related to their job duties, provided that they receive advance, written approval from the Assistant Superintendent for Business and submit a certificate of completion from the institution offering the course. Unit Members are to be provided training and shall conduct training sessions two times per year for those employees they supervise.

All members of this unit shall be available for training on a once a month basis (excluding July and August) for a two hour period. This time shall be after the normal work day and may be split into one hour units. There shall be no additional compensation for this time.

#### H. OPTICAL REIMBURSEMENT

All unit members shall be entitled to a maximum reimbursement of \$150 per school year for the cost of either one eye examination and/or one pair of eye glasses and/or one pair of contact lenses for the employee.

#### I. IRS 125 BENEFITS

A full range plan of IRS 125 benefits shall be made available on a voluntary basis effective January 1, 1993.

### ARTICLE X -- GRIEVANCE PROCEDURE

#### A. DEFINITIONS

1. Grievance - shall mean any complaint of an alleged violation of any of the terms and conditions as set forth in this Agreement.

2. Grievant - shall mean any employee represented by the LFMA itself, or the Superintendent of Schools, any of whom shall be deemed an aggrieved party.

3. Immediate Supervisor - shall mean the person to whom the employee is directly responsible.

#### B. SUBMISSION OF GRIEVANCE

1. A grievance submitted by an employee shall not be processed beyond Stage III without the written approval of the LFMA.

2. The Superintendent of Schools shall present grievances to the President of the unit.

3. By joint written agreement of the parties, any or all of the steps in the procedure, prior to Stage IV, may be omitted.

4. A grievance shall be deemed waived unless it is submitted formally within ten (10) working days after the events or condition on which it is based occurred or arose.

5. An aggrieved party may be represented at any or all stages of the formal grievance procedure by representatives selected by the grievant or the LFMA, not to exceed a total of two (2).

## C. PROCEDURES

### Stage I (Informal) Immediate Supervisor

A grievance shall be submitted to the immediate supervisor. The parties shall attempt to resolve the grievance informally at this level within five (5) school days.

### Stage II (Formal) Immediate Supervisor

If the grievant is not satisfied with the response received at Stage I, or if no response is received within five (5) school days, the grievant may within five (5) school days thereafter reduce the grievance to writing and submit same to the immediate supervisor. Such writing shall include the provision of this Agreement involved, the time when and the place where the alleged events or conditions constituting the grievance arose, and the proposed remedy sought. The party to whom such written grievance is submitted shall respond in writing within five (5) school days after receipt of the grievance.

### Stage III Assistant Superintendent for Business

If the grievant is not satisfied with the response received at Stage II, or if no response is received within five (5) school days, the grievant may within five (5) school days thereafter submit a copy of his/her written grievance, together with any response received at Stage II, to the Assistant Superintendent for Business. The Assistant Superintendent, or his/her designee, shall make a determination in regard to the grievance and transmit his/her written decision thereon to the grievant within fifteen (15) school days thereafter. In the course of deciding the grievance, the Assistant Superintendent, or his/her designee, may hold such meetings or conferences as he/she deems necessary.

### Stage IV Superintendent of Schools

If the grievant is not satisfied with the response received at Stage III, or if no response is received within five (5) school days, the grievant may within five (5) school days thereafter submit a copy of his/her written grievance, together with any response received at Stages II and III, to the Superintendent of Schools. The Superintendent of Schools, or his designee, shall make a determination in regard to the grievance and transmit his/her written decision thereon to the grievant within fifteen (15) school days thereafter. In the course of deciding the grievance, the Superintendent of Schools, or his/her designee, may hold such meetings or conferences as he/she deems necessary.

### Stage V Board of Education

If not satisfied with the response received at Stage IV, or if no response is received within five (5) school days, the LFMA may within fifteen (15) school days thereafter submit a copy of the written grievance, together with any responses received at Stages II, III or IV, to the Board of Education. The Board, or a committee thereof, shall make a determination in regard to the grievance and transmit its written decision thereon to the LFMA within thirty (30) school days thereafter. In the course of deciding the grievance, the Board, or its committee, may hold such meetings or conferences as it deems necessary.

Time limits set forth herein shall be strictly construed, are deemed critical by the parties, and may only be extended by express written agreement of all parties concerned.

ARTICLE XI -- MISCELLANEOUS

A. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW, OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

B. Should any provision of this Agreement be found in violation of a federal, state or local law or ordinance by a court of competent jurisdiction, all other provisions of this Agreement shall remain in force and effect for the duration of this Agreement.

C. This Agreement shall apply equally to all employees included within the unit and shall pertain to and bind each employee without regard to whether or not he/she is a member in good standing of the LFMA. The District will not make individual agreements with any employee within the unit which is contrary to the terms of this Agreement.

D. None of the subjects of this Agreement, or any other subject not covered by this Agreement, shall be open for negotiations during the life of this Agreement or the duration of its specific clauses, except by mutual agreement of the District and the LFMA.

ARTICLE XII -- MANAGEMENT RIGHTS

The District retains all its legal prerogatives except as they may be limited by the express terms of this Agreement.

ARTICLE XIII – DURATION

This Agreement shall become effective July 1, 1999 and shall remain in force until June 30, 2002. Unless it is renewed in writing by the parties, any non-mandatory provisions of this Agreement shall expire on the expiration date of this Agreement and shall not continue in force and effect thereafter, notwithstanding any contrary provisions of law.

BOARD OF EDUCATION OF THE LAWRENCE PUBLIC SCHOOLS

BY: *David Keeler*  
Superintendent, Hereunto Duly Authorized

5/14/01  
Date

LAWRENCE FACILITIES MANAGEMENT ASSOCIATION

BY: *William F. Shaw*  
President, Hereunto Duly Authorized

5/11/01  
Date

LFMA SALARY SCHEDULE 7/1/99							
				MAINTEN.			
STEP	HEAD I	HEAD II	HEAD III	SUPER I	SR. MAIN	SUP. GRN.	NETWORK II
1	46617	48014	49411	55529	47567	38851	52000
2	47567	49172	50776	57607	48869	40194	53924
3	48859	50516	52173	59770	50218	41527	55919
4	49467	51533	53599	62019	51604	42863	57988
5	52067	53575	55083	64338	53017	44202	60134
6	54515	55553	56589	66764	54481	45531	62359
7	55835	56956	58077	69239	55982	46881	64666
LFMA SALARY SCHEDULE 7/1/00							
				MAINTEN.			
STEP	HEAD I	HEAD II	HEAD III	SUPER I	SR. MAIN	SUP. GRN.	NETWORK II
1	48132	49575	51017	57334	49113	42114	53690
2	49113	50770	52427	59480	50458	43501	55677
3	50447	52158	53869	61713	51850	44877	57737
4	51075	53208	55341	64035	53281	46256	59873
5	53759	55317	56873	66429	54740	47639	62088
6	56287	57358	58428	68933	56252	49011	64385
7	57649	58807	59965	71490	57802	50404	66768
LFMA SALARY SCHEDULE 7/1/01							
				MAINTEN.			
STEP	HEAD I	HEAD II	HEAD III	SUPER I	SR. MAIN	SUP. GRN.	NETWORK II
1	49697	51186	52675	59197	50709	45482	55435
2	50709	52420	54130	61413	52097	46914	57486
3	52086	53853	55620	63719	53535	48335	59613
4	52735	54937	57140	66116	55013	49760	61819
5	55506	57114	58721	68588	56519	51187	64106
6	58116	59222	60327	71174	58080	52604	66478
7	59523	60718	61913	73813	59680	54042	68938
<b>LONGEVITY: END OF 15TH FULL YEAR \$500 - END OF 20TH FULL YEAR \$500</b> <b>AT THE DISTRICT'S DISCRETION ONE MAINTENANCE SUPERVISOR POSITION</b> <b>SHALL RECEIVE A \$5000 STIPEND FOR BEING ON CALL EVENINGS AND WEEKENDS</b>							







