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#### **Contract Database Metadata Elements**

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GEN/5486

**A NEGOTIATED CONTRACT**

**BETWEEN**

**LIVINGSTON MANOR CENTRAL SCHOOL DISTRICT  
AND**

**LIVINGSTON MANOR CENTRAL SCHOOL  
SCHOOL-RELATED PROFESSIONALS ASSOCIATION**

**JULY 1, 2005 – JUNE 30, 2008**

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## **ARTICLE 1. RECOGNITION**

The Livingston Manor Central School Board of Education has determined that the Livingston Manor Central School-Related Professionals Association (hereinafter referred to as "Association") is supported by a majority of the full-time association employees of the District in a unit composed of the following categories:

### **BUILDINGS AND GROUNDS EMPLOYEES**

Cleaners/Day  
Cleaners/Night  
Cleaner/Foreman

### **CLERICAL EMPLOYEES**

Library Clerk  
Office Secretary  
Payroll Clerk  
Principal's Secretary  
Senior Account Clerk

### **AIDES**

Teacher Aides

### **CAFETERIA**

Cook

### **OTHER EMPLOYEES**

School Nurse

The negotiations unit for the purpose of this agreement shall not be limited to the above described categories, but shall include all regular permanent, probationary or provisional full-time School-Related Professional employees of the Livingston Manor Central School.

Any employee working 29 hours or more per week will be considered a full-time employee. The Livingston Manor Central School Board of Education recognizes the Livingston Manor Central School-Related Professionals Association as the exclusive negotiating agent for the employees in such unit.

The Board agrees not to negotiate with any other organization on behalf of these employees for the duration of the recognition period.

## **ARTICLE 2. RIGHTS OF THE DISTRICT**

The District retains all the rights, power and authority exercises or had by it prior to the time this agreement was entered into except as specifically limited by the express provisions of this agreement.

All Board and District policies, practices and regulations currently in effect and hereafter adopted which are not expressly replaced by the terms of this agreement shall continue in effect. If any Board or District policy, practice or regulation is inconsistent with the expressed terms of the agreement, the terms of this agreement shall control to the extent inconsistent.

## **ARTICLE 3. RIGHTS OF THE ASSOCIATION**

### **3.1 PAYROLL DEDUCTIONS FOR ASSOCIATION DUES**

The District agrees to deduct from the salaries of employees dues for the Association when voluntarily authorized in writing by each employee.

Authorizations, once filed with the Business Office shall continue in effect until revoked by the employee in writing and filed with the Business Office.

Dues shall be deducted in equal installments throughout the school year.

The Association shall, at the beginning of each school year, give written notification to the Business Office of the amount of its dues. Dues deducted shall be sent to the Treasurer of the Livingston Manor Teachers' Association, who assumes responsibility for the disposition of the funds in his possession.

**AGENCY SHOP CLAUSE** The District shall deduct from the salaries of those members of the bargaining unit who are not members of the Livingston Manor Central School-Related Professionals Association, a service fee (**AGENCY FEE**) equivalent to the total annual per capita dues paid by members of the Livingston Manor Central School-Related Professionals Association.

### **3.2 REPRESENTATION**

Representatives of the Association shall have the right to visit the District Offices at reasonable times for the purpose of adjusting grievances and administering the terms and conditions of this agreement. All such representatives must comply with any District rules on visitation.

The President of the Association and/or his designee shall have the right to advise any employee and appear on behalf of any employee in the processing and adjusting of grievances. Such activity shall be conducted on off-duty time unless a hearing or conference is scheduled during his working time, in which case he shall be compensated for the time spent thereat.

### **3.3 BULLETIN BOARD – MAILBOXES – USE OF BUILDING FACILITIES**

The Association shall have the right to post notices and other communications dealing with Association business on bulletin boards and in the individual unit member's mailboxes maintained in the Central School Building. School buildings shall be made available to the LMSRPA for meetings and other association activities.

### **3.4 NON-DISCRIMINATION**

The Association agrees that it shall admit all full-time employees to its membership without discrimination by reason of race, creed, color, national origin, sex, marital status, political activities, disability, sexual preference, age, or prior membership or past participation in the activities of any other employees organization. Membership in the Association shall not be required as a condition of employment of any employee with the District. The District and Association agree to administer their obligations under this agreement in a fair and impartial manner and without discrimination.

### **3.5 UNION DELEGATE LEAVE**

Up to two (2) days per school year will be granted to the Union President and/or his/her designee for the purpose of conducting union business. Notice for the use of release time shall be up to the immediate supervisor sufficiently in advance to permit the proper scheduling. Release time shall not be unreasonably denied.



## **ARTICLE 4. NEGOTIATION PROCEDURE**

### **4.1 NEGOTIATION PROCESS**

(a) No later than April 15 of the final year of this Agreement, the parties will enter into good faith negotiations over a successive agreement covering the following school year.

(b) During negotiation the District and the Association may each utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations. The District and the Association will make available to each other any pertinent information which is readily accessible and in no way jeopardizes the District or Association in negotiations.

(c) In the event of an impasse, the parties may request the State Public Employment Relations Board, or a mediator selected jointly by the parties, to assist in the reaching of an agreement.

### **4.2 REPRESENTATIVES**

Neither party in any negotiations shall have any control over the selection of representatives of the other party.

### **4.3 AUTHORITY**

While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals and reach agreements in the course of negotiating.

### **4.4 SPECIAL FUNDS**

Any and all of this contract shall apply to programs for which special funds may be requested from state or federal governments, subject to approval by state or federal funding agency.

## **ARTICLE 5. GRIEVANCE PROCEDURE**

### **5.1 DECLARATION OF PURPOSE**

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the District and its employees is essential to the operation of the schools, it is the purpose

of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the District and the employees are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

The function of these procedures is to assure equitable and proper treatment under existing laws, rules, regulations and policies which relate to or affect the employee in the performance of this assignment. They are not designed to be used for changing such rules or establishing new ones.

## **5.2 DEFINITIONS**

(a) **A GRIEVANCE** shall be a complaint by an employee or a group of employees or the Association, that there has been a violation of this contract.

(b) The term **SUPERVISOR** shall mean any Principal, Supervisor, or other Administrative Officer responsible for the area in which an alleged grievance arises.

(c) **AGGRIEVED PARTY** shall mean any person or persons in the negotiating unit or the Association filing a grievance.

(d) **PARTY IN INTEREST** shall mean the Grievance Committee or the Association and any party named in the grievance.

(e) **HEARING OFFICER** shall mean any individual or board charged with the duty of rendering decisions at any stage of the grievance procedure.

(f) **ARBITRATION** shall mean the settling of a dispute by submitting the dispute to an impartial third party selected mutually by the parties.

(g) **DAYS** shall mean days when school is in session

## **5.3 PROCEDURES**

(a) All grievances shall include the name and position of the Aggrieved Party, the identity of the section of this Agreement involved, the time and the place the alleged events or conditions

constituting the grievance occurred, the identity of the party responsible for causing the said events or conditions, and a general statement of the nature of the grievance and the redress sought by the Aggrieved Party.(b) Except for informal decisions in Section 5.5 (a) (1), all decisions shall be rendered in writing at each step of the grievance procedure, setting forth conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the employee and the Grievance Committee of the Association.

(c) The District and the Association agree to facilitate any investigation which may be required and to make available any and all materials and relevant documents, communications, and records concerning the alleged grievance.

(d) Except as otherwise provided in Section 5.5 (a), an Aggrieved Party and any Party in Interest shall have the right at all stages of the grievance procedure to confront and cross-examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this procedure.

(e) No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the Board or by any member of the Administration against the Aggrieved Party, any Party in Interest, or any other party in the grievance procedure.

(f) All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the employee data files of the participants.

(g) Nothing contained herein will be construed as limiting the right of the Aggrieved Party to discuss the matter informally with any appropriate member of the Administration and the Administration to discuss it with the Aggrieved Party and to have the grievance informally adjusted. This may be done if the adjustment is not inconsistent with the terms of this Agreement or Board Policy and the Grievance Committee has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal

determination pursuant to this procedure, while such adjustment shall be binding upon the Aggrieved Party and shall, in all respects, be final, said adjustment shall not create a precedent, or ruling binding upon either of the parties to this Agreement in future proceedings.

(h) If any provision of this grievance procedure or any application thereof, to any employee or group of employees shall be finally determined by any court to be contrary to law, then such provision shall not be deemed valid except to the extent permitted by law, but other provisions or applications will continue in full force and effect.

(i) The Superintendent of Schools shall be responsible for accumulating and maintaining official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, written arguments and briefs considered at all levels other than Stage 1 and all written decisions at all stages. Official minutes of all proceedings in Stages 2 and 3 will be kept at District expense. A copy of such minutes will be made available to the Aggrieved party and the Grievance Committee within three (3) days after the conclusion of hearings at each of Stages 2 and 3. Any errors in said minutes will be made known to the Hearing Officer by any of the Parties in Interest. Any such claim or error in the minutes shall become a part of the Official Grievance Record and the Hearing Officer shall indicate the determination made with respect to the claimed error. The Official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the Grievance Committee, or the Board, but shall not be deemed a public record.

#### **5.4 TIME LIMITS**

(a) Since it is important to good relationships that grievance be processed as rapidly as possible, every effort will be made to expedite the process. The time limits specified for either party may be extended only by a mutual written agreement.

(b) If a decision at one stage is not appealed to the next stage within time limit specified, the grievance will be deemed to be discontinued and any further appeal under the Agreement shall be barred.

(c) Failure at any stage of the grievance procedures to communicate a decision to the Aggrieved Party and the Grievance Committee within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

(d) In the event that a grievance is filed on or after June 1, every effort will be made to expedite the grievance procedure prior to the end of the school term or as soon as possible thereafter.

## **5.5 STAGES OF PROCEDURE**

### **STAGE 1 – IMMEDIATE SUPERVISOR**

An employee having a grievance will discuss it with the immediate supervisor, with the objective of resolving the matter informally. The immediate supervisor will confer with all Parties in Interest but, in arriving at his decision, will not consider any material or statements offered by, or on behalf of, any such Party in Interest with whom consultation has been had without the Aggrieved party present.

### **STAGE 2 – SUPERINTENDENT OF SCHOOLS**

If the grievance is not resolved at Stage 1, it shall be submitted in written form to the Superintendent of Schools within ten (10) school days after receipt of the Stage 1 decision. The Superintendent of Schools or his duly authorized representative shall hold a hearing with the employees and the Grievance Committee or its representative, and all other Parties in Interest. The Superintendent of Schools or his authorized representative shall render a decision in writing to the employee, the Grievance Committee or its representative, within ten (10) school days after the conclusion of the hearing.

### **STAGE 3 – BOARD OF EDUCATION**

(a) If the employee and/or Association is not satisfied with the decision at Stage 2, an appeal in writing will be filed with the Board within ten (10) school days after receiving the decision at Stage 2. The Official Grievance Record maintained by the Superintendent of Schools shall be available for the use of the Board or PERB.

(b) Within ten (10) school days after the receipt of an appeal, the Board shall hold a hearing on the grievance with all Parties in Interest.

(c) Within ten (10) school days after the conclusion of the hearing, the Board shall render a decision, in writing, on the grievance.

### **STAGE 4 – ARBITRATION**

(a) After such hearing, if the employee and/or Association is not satisfied with the decision at Stage 3, and the employee and/or the Association determines that the grievance is meritorious and that appealing it is in the best interest of the school system, it may submit the grievance to arbitration by written notice to the Board within ten (10) school days of the decision at Stage 3.

(b) Within ten (10) school days after such written notice of submission to arbitration, the parties shall request a list of arbitrators from the American Arbitration Association or PERB. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The decision of the arbitrator shall be final and binding upon all parties.

(d) With regard to this contract the arbitrator shall only interpret the specific clauses. He shall have no authority to add to, subtract from, alter, modify or change the terms of this contract.

## **ARTICLE 6. WORKING CONDITIONS**

### **6.1 BUILDINGS AND GROUNDS EMPLOYEES**

Day shift custodial employees shall work forty (40) hours weekly. Saturday work shall be performed on a rotating basis. The differential in weekly hours worked between day and night

Shifts shall constitute the premium paid for night shift work. The District may require overtime as circumstances demand.

Day or night shift employees performing work in excess of their regular work will be compensated at the time and one half rate, for a minimum of three hours. All such work shall be on a rotating basis. Should the employee opt not to be paid overtime according to the contract, the employee and the supervisor may agree that taking equal time off will be considered compensatory time for the employee.

**SUBJECT: SHIFT HOURS – 6 MAN CREW**

**WHILE SCHOOL IS IN SESSION**

**DAY SHIFT HOURS**

Cleaner #1 – Primary	7:00 A.M.	-	3:30 P.M.	Monday through Friday
Secondary	7:00 A.M.	-	2:45 P.M.	Monday through Friday
	8:15 A.M.	-	12:00 P.M.	Saturday
Cleaner #2 - Primary	9:00 A.M.	-	5:30 P.M.	Monday through Friday
Secondary	9:00 A.M.	-	4:45 P.M.	Monday through Friday
	8:15 A.M.	-	12:00 P.M.	Saturday

- Cleaner #1 and Cleaner #2 Alternate Secondary Times Each Week
- ½ Hour Lunch Period

**SUBJECT: SHIFT HOURS – 7 MAN CREW**

**WHILE SCHOOL IS IN SESSION**

**DAY SHIFT HOURS**

Cleaner #1	7:00 A.M.	-	2:45 P.M.	Monday through Friday
	8:15 A.M.	-	12:00 P.M.	Saturday
Cleaner #2	7:00 A.M.	-	3:30 P.M.	Monday through Friday

- Cleaner #1 and Cleaner #2 Alternate Secondary Times Each Week
- ½ Hour Lunch Period

**NIGHT SHIFT HOURS** – All Cleaners 3:30 P.M. – 11:30 P.M. Monday through Friday  
( ½ Hour Lunch)

**SCHOOL NOT IN SESSION (Except Summer Recess)**

**DAY SHIFT HOURS** – Cleaner #1 - 7:00 A.M. - 2:00 P.M. – Monday through Friday

Cleaner #2 - 7:00 A.M. - 2:00 P.M. – Monday through Friday

**NIGHT SHIFT HOURS** –7:00 A.M. -2:00 P.M. – Monday through Friday

( ½ Hour Lunch)

**SCHOOL NOT IN SESSION – SUMMER RECESS**

All Cleaners 7:00 A.M. – 2:30 P.M. (1/2 Hour Lunch)

**NOTES:**

1. The Superintendent of Buildings and Grounds at his discretion may make a temporary shift change from night shift to day shift to maintain two custodial personnel on during normal school hours.

2. On days that the school is closed for emergencies, i.e., inclement weather, the custodial staff will be scheduled to work on a rotating basis with no more than three (3) employees off at any one time. Custodial employees will work their eight hour shift, but times for that shift shall be flexible, i.e., 9:00 A.M. – 5:30 P.M., upon approval of the Superintendent of Buildings and Grounds.

**6.2 CLERICAL EMPLOYEES**

Clerical employees shall work thirty-five (35) hours per week over a period of five (5) days, Monday through Friday.

The District may require overtime as circumstances demand. Employees performing such work in excess of their regular work week will be compensated at the employee’s regular rate up to forty (40) hours and at the rate of one and one-half (1 ½ ) the employee’s regular hourly rate thereafter. Should the employee opt not to be paid overtime according to the contract, the employee and the supervisor may agree that taking equal time off will be considered compensatory time for the employee.



<b>HOURS –</b>	Office Secretary	8:00 A.M. - 4:00 P.M.	
		8:00 A.M. - 2:30 P.M.	During summer and days when school is not in session
	Payroll Clerk	8:00 A.M. - 4:00 P.M.	
		8:00 A.M. - 2:30 P.M.	During summer and days when school is not in session
	Principal's Secretary	7:30 A.M. - 3:30 P.M.	
		8:00 A.M. - 2:30 P.M.	During summer and days when school is not in session
	Senior Account Clerk	8:00 A.M. - 4:00 P.M.	
		8:00 A.M. - 2:30 P.M.	During summer and days when school is not in session

**LUNCH: 1 hour period during school year. Summer period and when school is not in session – ½ hour period.**

### **6.3 CAFETERIA EMPLOYEE**

The work week for the Cook shall be thirty (30) hours per week, Monday through Friday, six (6) hours per day for no more than the number of days stipulated in the official school calendar.

If the kitchen is required for use in connection with any function, a member of the cafeteria staff shall be on duty. Employees performing work in excess of their normal week will be compensated at the regular rate of pay through 40 hours and time and one-half thereafter.

### **6.4 OTHER EMPLOYEES**

#### **SCHOOL NURSE – AIDES – LIBRARY CLERK**

The work day for the employees of this class shall be 8:05 A.M. to 3:05 P.M., Monday through Friday, a total of 35 hours, for no more than the number of days stipulated in the official school calendar. Employees performing such work in excess of their regular week will be compensated at the regular rate of pay through forty (40) hours and time and one-half (1 ½ ) thereafter. These employees shall be entitled to a thirty (30) minute lunch period.

### **6.5 INCLEMENT WEATHER**

In the event that school is closed because of inclement weather the District shall continue its policy of allowing custodial employees reasonable time to arrive at work. If the custodial employee

is unable to attend work because of impassable roads, a personal day may be granted. Clerical employees shall not be required to report for work and there shall be no loss of time.

In the event that the district delays school openings, clerical employees will report to work according to delay time. The cook, who still has to report on delays, would be entitled to compensatory time.

Unused snow days would be added to spring break and Memorial Day weekend in accordance with the school calendar.

#### **6.6 EMERGENCY CLOSING**

If school is closed for an emergency situation that may jeopardize the safety and well-being of employees, all employees may be released.

#### **6.7 NOTICE OF CHANGE IN CONDITIONS**

The District will notify the President of the Association in writing prior to any change in major working conditions affecting School-Related Professionals, so as to permit full discussion before the change becomes effective.

#### **6.8 SENIORITY**

Seniority in each category will be determined by the date of commencement of employment of the employee in that category. Seniority will be the primary factor in determining vacation and leave preference.

#### **6.9 UNIFORMS**

The District will furnish each new building and grounds employee three (3) uniforms and thereafter two (2) uniforms per year and will provide upkeep of the uniforms. Each cafeteria employee and School Nurse will receive a uniform allowance of \$88.40 in 2005-2006 school year; \$91.93 in 2006-2007; and \$95.61 in 2007-2008.

## **6.10 EMPLOYEE PROTECTION**

(a) Employees shall be required to report all cases of physical and/or verbal assault suffered by them in connection with their employment to the Superintendent of Schools. The Superintendent of Schools shall acknowledge receipt of such report in writing. The School Legal Counsel shall inform the employee immediately of his rights under the law and shall provide such information promptly in writing. The School Legal Counsel shall notify the employee of his readiness to assist the employee as follows:

- (1) by obtaining from the police and/or Superintendent of Schools relevant information and materials concerning the culprits.
- (2) by accompanying the employee in court appearance
- (3) by acting in other appropriate ways as liaison between the employee, police and the courts.

(b) If an assault on an employee results in loss of time, the employee shall be paid in full for such loss of time for a period of six (6) months following the assault. Such paid absence shall not be deducted from any sick leave to which such employee is entitled under this Agreement. Any Workmen's Compensation benefits due to an employee during this period shall be paid to the School District.

(c) If criminal or civil proceedings are brought against an employee (other than by the District or Board) alleging that (1) he was neglectful of performing his duty, or (2) he committed a verbal or physical assault connected with his employment, such employee shall be furnished legal counsel by the Board, provided a summons, complaint, process notice, demand or pleading, deliver the original or a copy of the same to the Board.

## **6.11 VACANCIES IN POSITIONS – VACANCIES OF ALL POSITIONS, NEW POSITION, PROMOTIONAL POSITION, OR POSITION PAYING A SALARY DIFFERENTIAL**

A notice shall be posted in the Central Office and in a letter to the President of the Association setting for the title and qualifications for the position. The notices shall be posted for

seven (7) school days. All persons wishing to make application for the position shall make such application on the forms available from the Superintendent's Office. A vacancy or new position will not be filled during the posted period.

All applicants for such positions who are not selected shall be notified in writing.

When in the opinion of the Superintendent of Schools all factors are substantially equal, preference for the position shall be given to qualified applicants on a seniority basis already employed in the District.

## **6.12 LAYOFFS**

Should it be necessary at any time for the Livingston Manor Central School District to reduce the work force, employees shall be released within the job classification involved in accordance with their continuous service with the district. It is understood that full-time positions will not be replaced with multiple part-time positions.

The employee(s) with the least seniority shall be released first provided that the retained employee(s) has the knowledge, skill and efficiency to perform the work. The employer shall give at least two (2) weeks notice in the event of a layoff.

The district shall give notification of openings for re-employment to the highest employee on the recall list by the last mailing address furnished by such employee. The notice to the employee shall be sent via certified mail, return receipt requested. Within ten (10) working days after such notice is mailed, such laid off employee must advise the employers whether or not such re-employment is accepted. If no reply is mailed, such employee will be considered terminated, and the next employee on the seniority list may be notified of the opening.

## **ARTICLE 7. VACATION**

### **7.1 VACATION POLICY**

Only 12-month employees shall be eligible for vacations.

Buildings and grounds vacations may be taken during any month of the year except during

winter recess, spring holiday clean-ups or the opening of school occurs.

Employees entitled to three-week and four-week vacations **MAY** be required to take at least two weeks during July or August at the discretion of the Superintendent of Schools. During July and August, no more than **THREE (3) CLEANERS** may take vacation at a time.

Employees in each category must make vacation arrangements through their immediate supervisor. All vacation schedules must be approved by the Superintendent of Schools.

## **7.2 VACATION ALLOWANCE**

1-5 Years of Service	10 Working Days Per Year
6-10 Years of Service	15 Working Days Per Year
11-20 Years of Service	20 Working Days Per Year

- Vacation days will be on a July 1 – June 30 fiscal year. In the first year of employment any employees hired after July 1 shall have their vacation days prorated and credited on the following July 1<sup>st</sup> to a maximum of ten (10) days.
- Unused vacation days must be liquidated prior to one week before school opens except with written permission from the Superintendent to carry over days. Employees must request this carry-over in writing.

## **ARTICLE 8. HOLIDAYS**

### **8.1 HOLIDAY POLICY**

The schedule of holidays with pay will apply to all twelve (12) month employees. If the holiday occurs on a Saturday or Sunday, the employee will be given Friday or Monday as a compensatory day off to be determined by the District. (For example, if Christmas Eve and Christmas Day or New Years Eve and New Years Day should fall on Saturday and Sunday, the days off would be Friday and Monday).

If a secretary or buildings and grounds employee reports to work over Christmas or Easter vacation, working conditions must be reasonable (for example, heat at a reasonable temperature).

## **8.2 HOLIDAY ALLOWANCE**

The following days shall be treated as holidays, with pay, unless school is in session for twelve (12) month employees of the District.

A floating holiday is to be granted for each holiday that school is in session, so that each employee is guaranteed fourteen (14) paid holidays per year.

New Years Eve	1 Day
New Years Day	1 Day
Martin Luther King Day	1 Day
Presidential Holidays	2 Days
Memorial Day	1 Day
Independence Day	1 Day
Labor Day	1 Day
Columbus Day	1 Day
Veteran's Day	1 Day
Thanksgiving Day	2 Days
Christmas Eve	1 Day
Christmas Day	1 Day

## **ARTICLE 9. LEAVES OF ABSENCE**

### **9.1 SICK LEAVE**

Twelve (12) month employees who are absent on account of personal illness or because of illness in the immediate family shall be entitled to sick leave with full pay at the rate of eighteen (18) days per year cumulative to 210 days. Ten (10) month employees shall be entitled to fifteen (15) days per year cumulative to 180 days.

During the first year of employment an individual shall accrue sick leave at the rate of 1-1/2 days for each month worked.

“Immediate Family” shall be defined to include any family member whose illness requires the attention of the employee. The Superintendent of Schools may require a letter of explanation from the employee’s physician for an absence continuing after three days.

## **9.2 PERSONAL LEAVE**

Employees shall be entitled to four (4) days leave for personal business. Whenever possible, employees shall give notice of personal leave at least two (2) days before taking such leave. Personal leave may not be taken on the school day immediately proceeding or following a schedule holiday or recess period, except in the case of an emergency. Unused personal leave days shall be added to the sick leave accumulation. Additional days for emergency leave may be granted by the District.

## **9.3 CONFERENCE LEAVE**

All requests to attend conferences and conventions must be submitted in writing to the Superintendent of Schools. Expenses of attendance and travel to conferences will, if approved, be paid by the District. Absence for conferences and conventions will not be deducted from any other leave provisions of this agreement.

## **9.4 MILITARY LEAVE**

Military leave will be granted to any employee who is inducted or enlists in the armed forces of the United States. Upon return from such leave of up to two (2) years, the employee shall be placed on the salary level which he would have achieved had he remained actively employed in the District during the period of his absence. For military leave in excess of two (2) years, but not more than four (4) years, an additional one-half year credit will be allowed for salary level purposes for each of the third and fourth years.

## **9.5 BEREAVEMENT**

Four (4) days leave per year will be granted, not cumulative, for absences by reason of death in the immediate family of the employee. “Immediate Family” shall be defined to include relatives

as far as first (1<sup>st</sup>) cousins. Any additional days required for bereavement may be subtracted from the employee's unused sick leave accumulation, provided that not more than five (5) days may be taken for each bereavement absence.

## **9.6 LONG-TERM LEAVE**

(a) Long-term medical leave shall be granted to employees who have exhausted their sick leave accumulation or who desire such leave without utilizing available sick leave days. An employee who commences long-term medical leave without utilizing sick leave days may not thereafter utilize such days until the termination of the long-term medical leave.

(b) An employee may elect long-term medical leave only for reasons connected with personal illness or disability, such as sickness, medical treatment, confinement to a hospital, maternity or other conditions treated by acceptable medical standards, or for child rearing.

(c) An employee who anticipates long-term medical leave shall notify the Superintendent of Schools, in writing, sixty (60) days prior to the commencement of such leave and indicating the probable date of return. In the event of an emergency, the sixty (60) day notice requirement is waived, but the employee shall notify the Superintendent as soon as practicable.

(d) An employee receiving long-term medical leave shall be entitled to employment on the first day of September or July following termination of the leave provided the employee advises the District of his or her desire to return sixty (60) days prior to the termination of the leave. Any other date of return may be established by mutual agreement of the District and the employee. Upon return, the employee shall be entitled to any benefits previously accrued and shall be entitled to reinstatement of his or her former position or one of equal status in his or her area. The duration of the long-term medical leave shall not, however, be credited to the employee for salary steps or other compensation, advancement, accrual of leave benefits nor towards completion of the probationary period.



(e) An employee receiving long-term medical leave may continue to be covered by the District Health Insurance Program, provided that the full cost of the premium for the employee and any dependents is paid by the employee.

#### **9.7 ON-THE-JOB INJURY**

All employees who are injured on the job shall receive full salary during his/her incapacity to the extent of accrued sick leave. Workmen's Compensation reimbursement to the District shall be converted to credit the employee with sick days on the basis of his annual salary.

#### **9.8 SICK LEAVE BANK**

A sick leave bank shall be established by the School-Related Professionals Association and the Administration for the purpose of providing sick days to any member of the School-Related Professionals Association unit who has exhausted his/her sick leave time and who is involved in extended disability resulting from long-term or catastrophic illness or accidents.

Any School-Related Professionals Association member electing to participate in the sick leave bank shall authorize the District by the end of the second week of employment that he/she wishes to participate in the Sick Leave Bank. Each member of the Association who elects to participate will contribute one (1) day annually from accumulated sick leave to the "bank" in return for the right to draw on the bank. Only School-Related Professional members who authorize deductions shall be entitled to participate in use of sick leave bank days if needed. The bank shall be renewed upon exhaustion. No School-Related Professional member shall be entitled to use more than 60 leave bank days in any school year or for any one extended absence. The sick leave bank may only be used for the disability of the member.

The Sick Bank shall be administered by a committee of three (3) members of the School-Related Professional Association, appointed by the Association, who shall review requests for sick bank days and act upon such requests. The committee may request a second medical opinion on the

application. The decision of the above committee shall be final and binding upon the School-Related Professional Association members and not subject to the grievance procedure.

### **9.9 TEMPORARY LEAVES OF ABSENCE**

Any employee may request a leave of absence, without pay, for a period of up to one year. Requests for such leave shall be made to the Superintendent and the employee must document the nature of the leave. Such requests shall be made on the standard request for leave form provided by the district.

The approval or denial of a leave of absence shall be the prerogative of the Superintendent. At the end of the approved leave of absence, the Superintendent shall attempt, insofar as possible, to assign the employee's original position, if available, or if not, to a similar position.

### **9.10 SUBPOENA LEAVE**

Absence from duties necessitated by subpoena of any court or any official body having power to legally compel attendance shall not be charged to any form of leave, and the salary shall be paid in full, less fees, if any, so long as the subpoena related to the employee's official school duties. The District will be furnished with a copy of the subpoena if requested.

### **9.11 JURY DUTY LEAVE**

Any employee required to serve on a jury shall be paid for each day of jury duty; provided, however that the employee shall 1) notify the Superintendent's Secretary within 48 hours of receiving notice to serve (exclusive of Saturdays, Sundays & Holidays), 2) consult the appropriate clerk of the court each night preceding each day of scheduled duty to determine if attendance is required and if not required, promptly advise his/her immediate supervisor and report to work on such day. If the employee receives compensation for jury duty other than travel expenses, the employee shall turn over such compensation to the district.

**9.12 PERSONNEL FILE**

No material derogatory to an employee’s conduct, service, character or personality shall be placed in an employee’s personnel file unless the employee has had an opportunity to read such material and has received a copy thereof. The employee shall acknowledge he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents.

**ARTICLE 10. SALARY AND OTHER BENEFITS**

(a) To compensate for non-participation of Tier 3, Tier 4 or any future members in the improved Pension Plan, an annual stipend of two percent (2%) has been added to the base salary. In the event that future legislation enacts a change in the pension system which enables Tier 3 employees, Tier 4 employees and employees from any additional Tiers added in the future to benefit from Pension Plan “i”, the two percent stipend will be discontinued.

**10.1 SALARY SCHEDULE**

All current employees will receive a 4% raise on base salary for 2005-2006; a 4% raise on base salary for 2006-2007; a 4% raise on base salary for 2007-2008.

There will be a 1% increase on hire rates for 2006-2007; and a 1% increase on hire rates for 2007-2008.

**CUSTODIAL EMPLOYEES**

<b>DAY CLEANERS</b>	Hire Rate	\$24,095
<b>NIGHT CLEANERS</b>	Hire Rate:	\$25,220

An addition stipend of \$5,000 will be added to base salary for any new hire in the Night Cleaner Foreman position.

<b>LIBRARY CLERK</b>	Hire Rate:	\$14,735
<b>OFFICE SECRETARY</b>	Hire Rate:	\$21,900

<b>PAYROLL CLERK</b>	Hire Rate:	\$21,900
<b>PRINCIPAL'S SECRETARY</b>	Hire Rate:	\$24,005
<b>SENIOR ACCOUNT CLERK</b>	Hire Rate:	\$27,050
<b>AIDES</b>	Hire Rate:	\$14,735
<b>COOK</b>	Hire Rate:	\$16,770
<b>SCHOOL NURSE</b>	Hire Rate:	\$33,000

The Superintendent may hire an employee above the hire rates listed based on relevant work experience. The Superintendent may add an additional \$500 to the Hire Rate per year for each year of work experience, up to 10 years maximum.

## **10.2 LONGEVITY INCREMENTS**

(a) Upon completion of five (5) years continuous service a twelve (12) month employee shall be entitled to a \$882.00 increment and ten (10) month employee shall be entitled to a \$756.00 increment for the 2005-2008 school year.

(b) Upon completion of ten (10) years of continuous service a twelve (12) month employee shall be entitled to a \$1,860.00 increment and ten (10) month employee shall be entitled to a \$1,585.00 increment for the 2005-2008 school year.

(c) Upon completion of fifteen (15) years of continuous service a twelve (12) month employee shall be entitled to a \$2,899.00 increment and a ten (10) month employee shall be entitled to a \$2,453.00 increment for the 2005-2008 school year.

(d) Upon completion of twenty (20) years of continuous service a twelve (12) month employee shall be entitled to a \$4,072.00 increment and a ten (10) month employee shall be entitled to a \$3,423.00 increment for the 2005-2008 school year.

### **2005 – 2008 LONGEVITY INCREMENTS**

	<b>5 Years</b>	<b>10 Years</b>	<b>15 Years</b>	<b>20 Years</b>
10 Month	\$756.00	\$1,585.00	\$2,453.00	\$3,423.00
12 Month	\$882.00	\$1,860.00	\$2,899.00	\$4,072.00

Longevity will be granted on the anniversary date of the employee and pro-rated through the remaining of the fiscal year. Longevity increments shall be added to the employees base salary and then increased by the agreed upon percentages for each year of the contract.

#### **10.2A WORK RELATED IMPROVEMENT COURSES (LMCS)**

The District will reimburse any employees for the cost of any course approved by the Superintendent, upon passing and completing the course.

#### **10.3 HEALTH INSURANCE**

Effective upon ratification of the agreement the District will pay 100% of the premium for employees opting for Individual Health Insurance and 95% of the difference between the Family and the Individual Premium for employees opting for the Family Health Insurance.

The District may explore alternative health insurance plans. If the District wishes to change insurance plans, it shall notify the Association, providing a full description of the plan no later than January 1<sup>st</sup>. Thereafter, the Association shall have sixty (60) days to accept or reject the proposed plan. Failure to indicate to the District in writing, acceptance or rejection of the plan within sixty (60) days of proposal, shall result in deemed acceptance of the plan.

If the Association timely rejects the plan, a committee comprised of three (3) designees of the Board of Education and three (3) designees of the Association shall be appointed within fifteen (15) days of notice of rejection. The Committee shall, within thirty (30) days of appointment approve or reject the proposed plan. Adoption of the plan must be by majority vote of the Committee. Failure by the Committee to approve the plan within thirty (30) days shall constitute rejection of the proposed plan.

The District will pay 50% of the cost of a retirees individual health insurance. In addition, the District will pay 35% of the difference between the individual and family plan if a retiree will be entitled to continue individual coverage with the District contributing 50% of the premium.

### **10.3A CAFETERIA PLAN**

The District shall establish a fully flexible 125 spending plan pursuant to the IRS regulations. A third party mutually selected shall administer such plan and its operating procedures shall be jointly determined by the parties. This plan may be utilized for premium payments, dependent care, unreimbursed medical expenses and other covered expenses.

### **10.3B HEALTH INSURANCE BUY-OUT**

A. Unit members who are otherwise health insured may opt-out of the District's health insurance program. The employee shall be eligible to receive payment equal to 75% of the monthly premium of the most expensive individual health insurance options offered to unit employees as set on July 1<sup>st</sup> of each year, times the number of months. Such payment shall be made by the District on the final June payroll of each year in a separate check with minimum allowable deductions.

B. The application and proof of alternative health care coverage shall be provided to the Business Manager in writing by June 1<sup>st</sup> in order to opt-out as of July 1<sup>st</sup>. New employees shall be eligible for the buy-out beginning the first of the month following the month in which they are hired. Application and proof of other health insurance is required.

C. Re-entry into the District's health insurance program shall be allowed at any time subject only to the waiting period, if any, of the District's health insurance program rules and regulations.

### **10.4 DISABILITY INSURANCE**

The District will provide disability insurance for the non-teaching staff. The plan will be mutually agreed upon by the District and the Association.

### **10.5 DENTAL INSURANCE**

The District will be responsible for the administration of a Dental Insurance Program for members and their dependents. The District will pay the cost of the individual plan. Members will be responsible for the additional cost of their family plan through payroll deduction. The dental insurance carrier can only be changed by the mutual consent of the District and Association.

## **10.6 RETIREMENT**

All eligible employees may join the New York State Employees' Retirement System, which provides for non-contributory 1/50 benefits under Section 75 i of the Retirement and Social Security Law of the State of New York, including Section 41 j Optional Coverage.

## **10.7 PAY PERIODS**

All employees will receive their salary payments every other Friday. Ten (10) month employees will have the option of a twenty-two (22) or twenty-six (26) payment option.

## **10.8 MILEAGE ALLOWANCE**

(a) Employees authorized by Central Administration to use their own vehicles on school business will be reimbursed at the District's then current mileage rate.

## **10.9 RETIREMENT/SICK LEAVE CONVERSION**

(a) Any twelve (12) month School-Related Professional Association employee who retires or leaves employment shall receive, in addition to any and all other compensation payable, a benefit at the rate of \$32.00 per day for each for each day accumulated sick leave up to a maximum payment of \$6,720.00, provided they have completed 10 years of service.

Any ten (10) month School-Related Professional Association employee who retires or leaves employment shall receive, in addition to any and all other compensation payable, a benefit at the rate of \$26.00 per day for each day accumulated sick leave up to a maximum payment of \$4,680.00, provided they have completed 10 years of service.

(b) At the end of a school year employees will be compensated for each day of leave which cannot be used to reach accumulated sick leave.

12 Month employee – 210 accumulated days - \$25.00 per day

10 Month employee – 180 accumulated days - \$20.00 per day

## **ARTICLE 11. MISCELLANEOUS PROVISIONS**

### **11.1 COMPLETE AGREEMENT**

(a) This agreement shall constitute the full and complete agreement between both parties. Before the Board adopts a change in policy which affects wages, hours, or any other conditions of employment which are not covered by the terms of the Agreement and which have not been proposed by the Association, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Board, provided that it files a request upon receipt of said notice.

(b) Any individual arrangement, agreement or contract between the Board and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement.

### **11.2 CONFORMITY TO LAW**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

All conditions of employment and general working conditions shall be maintained at not less than the standards in effect in the school system at the time this Agreement is executed provided that such conditions shall be improved for the benefit of employees as required by this Agreement.

### **11.3 LEGISLATIVE APPROVAL**

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 thereof, shall not become effective until the appropriate legislative body has given approval. (Civil Service Law, Section 204a).



**11.4 NO STRIKE PLEDGE**

The Association hereby affirms that it does not have, and does not assert the right to strike against the District, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike and agrees not to do so.

**11.5 DISTRIBUTION OF AGREEMENT**

The District will, at its own expense, furnish a copy of this Agreement to each employee within three (3) weeks after its execution, and to each employee subsequently employed by the District. Three (3) additional copies will be furnished to the Association.

**11.6 EFFECTIVE DATE AND TERM**

This Agreement shall become effective July 1, 2005 and shall continue in effect until June 30, 2008.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their duly authorized agents.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
By: Dr. Debra M. Lynker  
Superintendent  
Livingston Manor Central School District

\_\_\_\_\_  
DATE

\_\_\_\_\_  
By: Debra Lair  
President  
Livingston Manor Central School  
School-Related Professionals Association