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GEN/5488

Agreement

Between the

Superintendent of Schools

Of the

Livonia Central School District

And the

Livonia Non-Teachers Organization

(LNTO)



July 1, 2009 – June 30, 2012

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 17 2009

ADMINISTRATION

150

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THIS AGREEMENT is made by and between the Superintendent of Schools of the Livonia Central School District (Superintendent), on behalf of the Board of Education of the Livonia Central School District (hereinafter referred to as the "Board"), and the Livonia Non-Teachers Organization (hereinafter referred to as the "LNTO").

WHEREAS, it is the intent and purpose of the parties to set forth herein the basic Agreement covering wages and terms and conditions of employment to be observed between the parties hereto:

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that negotiations will not be opened on any item whether contained herein or not until a new contract is negotiated.

"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 PROVIDING ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL."

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I

Section 1.01 Recognition

The Board recognizes the Livonia Non-Teachers Organization as the "exclusive" bargaining agent for all support personnel including such positions as the Senior Network Technician, Health and Wellness Coordinator, Computer Services Assistant and certain swimming pool employees identified in the Memorandum of Agreement dated January 22, 2004. Excluded from this recognition and agreement are all management/confidential positions. Such recognition shall extend for the maximum period allowed by law.

ARTICLE II

Section 2.01 Dues Checkoff and Authorization

The Board agrees to deduct from the salaries of the employees, dues for the Livonia Non-Teachers Organization, as said employees individually and voluntarily authorize the District to make such deductions, and to transmit the monies promptly to the Livonia Non-Teachers' Organization. Employee authorizations shall be in writing on a form provided by the unit.

Total annual membership dues for these employees designated shall be deducted in 18 equal installments beginning with the second pay period in October. No

later than two weeks prior to the first scheduled paycheck in October, the unit shall provide the Superintendent with a list of those employees who have voluntarily authorized the Board to deduct dues.

ARTICLE III

Section 3.01 Wages & Salary

2009-2010 School Year: Each returning unit member who remains employed on the date the Agreement is signed is to receive an increase in the basic hourly or trip rate of pay of \$.40 per hour or 3.50%, whichever is higher, over the 2008-2009 rate of pay.

2010-2011 School Year: Each returning unit member who remains employed on the date of the Agreement is signed is to receive an increase in the basic hourly or trip rate of pay of \$.40 per hour or 3.50%, whichever is higher, over the 2009-2010 rate of pay.

2011-2012 School Year: Each returning unit member who remains employed on the date of the Agreement is signed is to receive an increase in the basic hourly or trip rate of pay of \$.40 per hour or 3.50%, whichever is higher, over the 2010-2011 rate of pay.

If any unit member's hourly rate, after applying the contract increase, is less than the starting rate for that unit member's position in that year, the unit member's rate will be increased to the starting rate.

Section 3.02 Pay Schedule and Deductions

All support personnel will receive biweekly paychecks of equal amounts based upon number of hours per year at their hourly rate (starting approximately the second week in September for the part-time employees). Employees not working the number of hours scheduled during a pay period will have their pay adjusted on a subsequent payroll period.

Ten (10) month employees may select to be paid in 21 paychecks or 25 paychecks. With the 25 paycheck option, the salary amount for the last 4 paychecks will be paid in the last pay date in June. Unit employees must notify the business office of a change in the paycheck method by July 1 for the next school year. Once a method is chosen, there is to be no change until the following July 1. A new employee must indicate which of the two (2) methods s/he chooses at the time of employment.

Returning 10 month employees will receive half of their regular paycheck on the first Friday after their return to school in September. The second half of their regular paycheck will be provided on the first regularly scheduled payday. Only mandatory reductions will be deducted from these half pays. Voluntary deductions will commence on the second regularly scheduled payday for the school year.

The district will provide for a payroll deduction process for employees to purchase disability insurance on a voluntary basis. The district will remit such funds to the insurance carrier for those employees who wish to participate.

Section 3.03 Salary When Changing Area of Employment

When a unit member in a job classification other than bus driver, maintenance mechanic, custodian and licensed practical nurse is appointed to another position in any of these job classifications, the employee shall be given one (1) year of salary credit in the new area for each full year of service rendered for the District.

When a unit employee in the job classification of bus driver, maintenance mechanic, custodian and licensed practical nurse is appointed to a new job classification (e.g. bus driver to teacher aide), the employee shall be given one (1) year of salary credit for each three (3) years of service rendered to the district in the area s/he is leaving. For example, if a bus driver with three years of service changes to a teacher aide position, the employee's starting rate in the new position would be the starting rate at that time for the new position plus one year's salary credit (% increase).

When a ten month employee returns to perform summer work outside of his or her regular classification (e.g., a teacher aide works as a cleaner) the employee's summer pay will be increased by \$.25 per hour in each consecutive year that they serve in such position (The increase is measured from the starting rate that the employee first commenced summer work in said position). This change commences July 2003 and returning employees for the summer of 2003 will be given one year's credit if they worked the summer of 2002.

Section 3.04 Extra Trips

Extra trips are defined as student activities sponsored by the district or community activities approved by the Board of Education. These trips will be paid at the rate of \$13.25 an hour for the term of this contract.

Section 3.05 Callback Pay

Employees called back to work after the completion of the regular workday shall receive a minimum of two (2) hours pay.

"Callback" shall be defined as service rendered by an employee who has completed his/her regular assignment, returned to his/her residence and requested to return to work.

This article shall apply to special bus trips such as field trips, athletic events and the like, which occur on Saturdays, Sundays or holidays.

This article shall apply to cafeteria clean-up assignments, dinners, teacher aides and teaching assistants called back during vacation periods (Easter, Christmas and summer).

Section 3.06 Layover Time

Each bus driver (60 passenger or more vehicle) shall be paid at the rate of \$10.00 per hour, prorated in 15 minute increments, for work time spent in addition to regular hours due to inclement weather, mechanical failure, etc. when the delay extends his/her normal route time by more than one-half hour (The first half-hour is considered part of the regular run and is not compensated as layover time). The payment of monies must be approved by the Transportation Supervisor. This article pertains only to bus routing within the school district.

Section 3.07 Transporting Vehicles for Repairs

Each bus driver (60 passenger or more vehicle) transporting a vehicle for repair within the district shall be paid at the rate of \$10.50 per hour, prorated in 15 minute increments, for the time spent transporting said vehicle. This work must be authorized by the Transportation Supervisor or his/her designee. This same rate per hour (\$10.50) prorated in 15 minute increments also applies to the time a driver spends being tested for drugs and/or alcohol under federal regulations and the associated district policy. Transporting vehicles for repair outside of the district will be paid at the Extra Trip rate (Section 3.04).

Section 3.08 Work in a Higher Job Classification

If an employee works in a higher job classification for ten (10) consecutive working days, he/she will be paid ten percent (10%) above his/her regular rate beginning with the eleventh day. The increased payment shall be retroactive to the first day of the assignment if the employee completes the eleventh day.

Section 3.09 Temporary Supervisory Assignments

In cases of temporary supervisory assignments, the employee placed in the temporary role will not be paid less than workers for whom he/she has responsibility to supervise. However, in cases involving a temporary custodial assignment, the temporary custodian shall be paid not less than the starting rate established for the custodian position or 10% greater than his or her current wage, whichever is greater.

Section 3.10 Shift Differential

All employees, except cafeteria employees, regularly scheduled and normally working between the hours of 4:00 p.m. and 12:00 midnight shall receive a shift differential of forty-five cents (.45) per hour. All employees working between 12:00 midnight and 6:00 a.m. shall receive a shift differential of \$1.15 per hour. In computing

the differential, sick, personal or holidays will be included, providing these days fall within the period when the employee's working hours are normally after 4:00 p.m. Shift differential will be paid only when the employee actually works between 4:00 p.m. and 6:00 a.m. during the summer vacation period and during other student vacation periods within the school year.

Section 3.11 Starting Rates of Pay

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Cafeteria Employees	\$8.00	\$8.00	\$8.00
Clerical	\$9.50	\$9.50	\$9.50
Teacher Aides/Library Aides	\$8.00	\$8.00	\$8.00
Teaching Assistant	\$9.25	\$9.50	\$9.75
Child Associate	\$8.00	\$8.00	\$8.00
Cleaners	\$8.00	\$8.00	\$8.00
Bus Drivers (Vehicles 60 or more pupils)(per trip)	\$16.00	\$16.00	\$16.00
Bus Drivers (Vehicles less than 60 pupils)	\$11.00	\$11.00	\$11.00
Maintenance Assistant/Groundskeeper	\$8.75	\$8.75	\$8.75
Maintenance Mechanic	\$16.00	\$16.00	\$16.00
Courier	\$8.00	\$8.00	\$8.00
Licensed Practical Nurses	\$11.25	\$11.25	\$11.25
Watchperson	\$8.00	\$8.00	\$8.00
Custodian	\$14.25	\$14.25	\$14.25
Automotive Mechanic	\$16.00	\$16.00	\$16.00
Automotive Mechanic Helper	\$11.00	\$11.00	\$11.00

At the beginning of this contract only:

Teaching Assistants with a current pay rate of:	New level prior to any increase according to Section 3.01
Less than \$8.75	\$9.15
\$8.76 to \$9.00	\$9.25
\$9.01 to \$9.50	\$10.00
\$9.51 to \$10.00	\$10.10
\$10.01 to \$10.50	\$10.60
\$10.51 to \$11.00	\$11.10

Section 3.12 Exceeding Starting Rate

The District may hire at a rate exceeding the starting rate depending upon the experience and skill of the applicant. For example, if the district hired a maintenance mechanic with 8 years of prior experience, the district may start the individual with up to 8 years credit in the position. Similarly, if the district hired a teaching assistant with 8 years previous experience in another school district, the district may start the individual with up to 8 years credit in the position. When this occurs, the starting rate will be no higher than \$.50 per hour less than the rate being paid to current employees in such positions with equivalent years of service. The district will provide the Association President notice prior to this occurring.

Section 3.13 Longevity

A longevity incentive will be established as follows:

10 Years	Additional 2%
20 Years	Additional 2%
25 Years	Additional 2%

Longevity increases will be added to the qualifying unit member's pay rate prior to the application of any increase for the next year of the contract. The new rate will become the unit member's salary level.

The increases listed above will be applied to unit members who have completed the number of years of uninterrupted service listed above. In the first year of this contract, unit members will receive the percentage increase associated with the level that they have achieved prior to the 2009-10 school year.

ARTICLE IV

Section 4.01 Hours of Employment

The normal workweek for all full-time employees* in the buildings and grounds department shall be eight (8) hours per day, five (5) days per week.

The normal workday for full-time office employees shall be seven and one-half (7.5) hours, not including time taken for lunch. Exception to this can be made upon request of the immediate supervisor. Request will be in writing.

The normal workweek for cafeteria and food service employees shall be determined by the cafeteria manager.

The Superintendent of Schools may alter the normal work schedule when, in his/her opinion, it is in the best interest of the District.

*Whenever and wherever the phrase "full-time employee" appears in this contract, it shall mean those employees who are regularly scheduled and employed on a 12-month basis.

Section 4.02 Days of Employment

1. The work year for cafeteria employees will be 175 days. The meeting held between the cafeteria employees and the cafeteria manager prior to the beginning of the school year will count as one of the 175 days of employment. Cafeteria employees may work and be paid for 170 days by completing a waiver (available in the Business Office) by June 30 of the prior year.
2. The work year for teaching assistants, teacher aides and ten (10) month cleaners will be 180 days.
3. The work year for bus drivers will be 177 days.
4. Any days to be worked in addition to those listed above will mean additional pay for the hours worked. Bus drivers and cafeteria employees will receive the employee's daily rate of pay for every day of work, which is in addition to those days listed above.

ARTICLE V

Section 5.01 Overtime

Overtime, where practical, shall be assigned on a rotating basis and the employee with the highest seniority shall be first offered the opportunity to work overtime. If an employee declines to accept an overtime assignment, it shall be considered as if he/she had worked same and he/she shall not be offered overtime until his/her proper rotation period.

When called upon to work at a banquet, dinner, a special breakfast (not apply to regular daily breakfasts) or other school functions, cafeteria employees shall be paid at the rate of one and one-half times their regular hourly rate of pay. Complementary meal times, if any, are not part of the working period.

Twelve (12) month employees engaged in authorized overtime work beyond their regular work hours and who have worked more than 40 hours that week (including sick, personal, paid holidays and vacation days) shall be paid at a rate of time and one-half for said work.

In lieu of payment for overtime worked, twelve month employees upon the approval of their principal or supervisor may accrue compensatory time with a maximum of three days accrued at any point. It is recommended that the time shall be taken as time off during the current school year. Compensatory time shall be calculated at the rate of one and one-half hours of compensatory time for each hour of overtime worked except that Sundays or Holidays would be calculated at two hours of compensatory time for each hour of overtime worked. The principal/supervisor and employee will keep documentation of compensatory time and such time off will be noted on the employee's time sheet when taken.

Section 5.02 Saturday, Sunday and/or Holiday Work

Saturday work will be paid at 1.5 times the hourly rate except for regularly scheduled Saturday position.

Unit members employed on an hourly basis on Sunday and/or holidays shall be compensated at two (2) times their regular hourly rate, providing prior approval of the work hours has been given by the Superintendent of Schools or his/her designee except for regularly scheduled Sunday position.

Unit members employed on an hourly basis on holidays shall be compensated at two (2) times their regular hourly rate, providing prior approval of the work hours has been given by the Superintendent of Schools or his/her designee.

ARTICLE VI

Section 6.01 Uniform/Shoe Allowance

The district shall provide a uniform for custodians, cleaners and maintenance workers. For custodians and maintenance workers, the uniform will include an appropriate cold weather jacket. In addition, the district shall pay a \$125 shoe allowance, contingent upon the employee purchasing a good quality work boot or sneaker. Due to the costly nature of a good quality work boot for maintenance employees, these employees may, at any time during the term of this contract, use the entire allowance (\$375) for one or more pairs of boots. At the end of the agreement, if a maintenance employee has funds remaining in his/her allowance, such balance may be carried over to the successor agreement.

The District shall pay a \$150 uniform/shoe allowance for cafeteria employees. The District shall pay a \$125 shoe allowance for automotive mechanics and automotive mechanics helper per year.

In the 2009-10 and the 2010-11 school years, the District agrees to purchase a cold weather jacket and a fall/spring jacket for all regular bus drivers. The allowance for these jackets is \$125 per year. As the jacket will bear the District's name, it is to be worn in appropriate places and settings.

Wherever provisions are made for uniforms, employees are required to wear them on the job.

Prior to the actual purchase of items, a unit employee should obtain the advance verbal approval from the appropriate supervisor for the purchase of any shoes or uniform types and colors. In addition, after verbal approval and purchase, the unit employee must submit proof of purchase which shall be a receipt listing the item purchased, the date, the amount and the name of the establishment where purchased. Cafeteria employees shall be required to purchase only one (1) color per year.

The District shall provide up to two (2) back support belts for each building to be used as per product directions.

Employees who leave during the year will have a prorated deduction on uniform/shoe allowance.

Bus drivers shall be paid an equal amount of \$125.00 to apply toward test and license fees mandated by federal regulations upon submission of receipts.

ARTICLE VII

Section 7.01 Meal Allowance

Bus drivers and chaperones who are on an extra trip as defined in Section 3.04 shall receive a meal allowance as follows:

- a. For extra trips that start on or before 7:30 a.m., the allowance shall not exceed \$4.75;
- b. For extra trips that require continuous duty between the hours of 11:00 a.m. and 1:00 p.m., the allowance shall not exceed \$5.75;
- c. For extra trips that require continuous duty between the hours of 5:00 p.m. and 7:00 p.m., the allowance shall not exceed \$7.75.

The Board reserves the right to require meal receipts, and the driver, in order to be paid, must complete the appropriate voucher.

ARTICLE VIII

Section 8.01 Vacancies

A written notice for any vacancy within the bargaining unit, whether in an existing or newly created position, will be posted internally in the main office of each school building in the District for at least five (5) working days before the position is advertised publicly, barring an emergency. The notice of vacancy shall contain a description of the duties of the position, the minimum qualifications required and the compensation. Unit members who properly respond in writing to the posting within the five (5) day posting period will be considered for such vacancy and will be interviewed for the position. In the event that the district decides to fill the vacancy with a unit member applicant and, in the District's judgment, the qualifications of the unit member applicants who are being given final consideration for the position are equal in all other respects, then length of service in the District will be the tie breaker. Nothing contained in the article, however, shall limit or restrict the District from considering or appointing applicants who are not current unit members after the procedures set forth in this article have been followed.

Section 8.02 Part-Time Summer Work

Any part-time summer jobs that become available and are funded by the District shall be offered to support personnel who are qualified first, as per the provisions of Section 8.01.

Section 8.03 Employment/Probationary Period

A twenty-six (26) week probationary period will be served before a permanent appointment is made. All benefits will be withheld except health insurance, which will be granted after 30 days into the twenty-six (26) week probationary period.

Any full time bus driver or other employee who is returned to substitute status and substitute pay, for whatever reason, will immediately assume his/her previous top rate of pay upon return to full-time status. The probationary period need be served only once.

ARTICLE IX

Section 9.01 Job Protection

No unit member shall be denied work within his/her job classification due to the hiring of some other substitute or student employee.

The number of employees in the various departments shall be determined by the Board at the beginning of the school year. If additional employees are needed, students from the work-study program may be employed.

Section 9.02 Notification of Employment

All part-time employees will be notified in writing by August 1st of each year, if the job they held the previous year is still available to them for the coming year.

Section 9.03 Policy Change

All personnel will be notified by March 1st of any change in policy or status in regards to the Board deciding to contract its transportation, cafeteria or buildings and grounds maintenance programs.

The School District will not subcontract any services now provided by employees of the unit without first negotiating the impact on the specific department affected by the subcontracting. (i.e., cafeteria employees, bus drivers, etc.)

ARTICLE X

Section 10.01 Workers' Compensation

If an employee is absent from work as a result of an injury which was incurred during the course of employment, he/she shall be paid his/her full salary for the duration of his/her disability, less any Workers' Compensation benefits to which he/she may be entitled.

However, the first seven (7) days of the employee's absence shall be charged against his/her accrued sick leave. In no case will the School District make payments to the employee beyond the employee's accumulated sick days reserve.

The Board shall have the right to have the employee examined from time to time by a physician of its choice and at its expense in order to determine the duration of disability.

ARTICLE XI

Section 11.01 Health Care Program

1. For all eligible unit employees who have been appointed prior to November 15, 2000, the following is to apply.
 - a. Each eligible unit employee who regularly works four and one-half (4.5) or more hours on a daily basis may join any of the healthcare plans. The respective contribution rate is as follows:

85% of Blue Point 2 - The Non-Monroe County Municipal School District Blue Point 2 (NMCMSD) low option plan - \$15 medical co-pay/\$5-\$15-\$30 prescription co-pay for as long as so offered by the plan.

The employee is able to use the value listed above for any of the healthcare plans offered by the district. There is a separate amount offered for those who choose not to use the district healthcare plan in Section 11.05. The employee contribution/cost of the plan is paid in deductions from his/her paycheck.

- b. Each eligible unit member who regularly works less than four and one-half (4.5) hours on a daily basis may join any plan offered by the District. Each such unit member is responsible for the total cost of the health care plan chosen.
 - c. For purposes of determining hours worked on a daily basis, the configuration of four (4) trips for a school bus driver equates to five and one-half (5.5) hours for purposes of health care plan eligibility.
 - d. If there is a current unit employee who works 4 hours or less and who was as of October 3, 2000 receiving health insurance benefits at the 50% employer paid and 50% employee paid basis, the District will grandfather this employee (or employees) at the current employer/employee ratio as long as the person works the current number of hours per week.

2. For all eligible unit employees who have been appointed after November 15, 2000, and for those unit employees who become eligible after November 15, 2000 for health care benefits by virtue of working more hours per day on a regular basis, the following is to apply:

Each eligible unit employee who works seven (7) or more hours on a daily basis may join any of these healthcare plans. The respective contribution rate is as follows:

- 85% of Blue Point 2 - The Non-Monroe County Municipal School District Blue Point 2 (NMCMSD) low option plan - \$15 medical co-pay/\$5-\$15-\$30 prescription co-pay for as long as so offered by the plan.

The employee is able to use the value listed above for any of the healthcare plans offered by the district. There is a separate amount offered for those who choose not to use the district healthcare plan in Section 11.05. The employee contribution/cost of the plan is paid in deductions from his/her paycheck.

- a. Each eligible unit member who regularly works at least five and one-half (5.5) hours, but less than seven (7) hours on a daily basis, may join any of these healthcare plans. The District agrees to pay sixty percent (60%) of the cost of Blue Point 2 - The Non-Monroe County Municipal School District Blue Point 2 (NMCMSD) low option plan - \$15 medical co-pay/\$5-\$15-\$30 prescription co-pay for as long as so offered by the plan and the employee shall pay the remaining cost of the plan to be paid in deductions from his/her paycheck.
- b. Each eligible unit member who regularly works at least four and one-half (4.5) hours, but less than five and one-half (5.5) hours on a daily basis, may join any of these healthcare plans. The District agrees to pay fifty percent (50%) of the cost of Blue Point 2 - The Non-Monroe County Municipal School District Blue Point 2 (NMCMSD) low option plan - \$15 medical co-pay/\$5-\$15-\$30 prescription co-pay for as long as so offered by the plan and the employee shall pay the remaining cost of the plan to be paid in deductions from his/her paycheck.
- c. Each eligible unit member who regularly works less than four and one-half (4.5) hours on a daily basis may join any plan offered by the District. Each such unit member is responsible for the total cost of the health care plan chosen.
- d. For purposes of determining hours worked on a daily basis, the configuration of four (4) trips for a school bus driver equates to five and one-half (5.5) hours for purposes of health care plan eligibility.

3. A van driver, or a 4-trip driver appointed prior to 11/15/2000, who in his or her current position qualifies for District paid health insurance or the opt-out and who transfers to the 3-trip bus run (60 or more students) is eligible for a 60% district contribution to health and dental insurance or 60% of the respective opt-out for so long as he/she works the 3-trip bus run.
4. Current retirees and current employees at retirement age shall be eligible to continue in the District's health plan. Employees and covered dependents will automatically be converted to an individual policy if the employee leaves or withdraws (electively leaves, death or sickness, etc.) from the plan, or if a dependent child reaches the limiting age. The School District does not finance any portion of a converted policy. In order to convert, an employee or covered dependent must apply for an individual policy within 31 days from termination of coverage under the plan. Payment will be made by the individual through the Livonia Central School Board.
5. The District agrees that all health information will be kept confidential and no information concerning a member's health may be obtained for use against any employee.
6. In the event that a dispute occurs regarding coverage in the GAHP, the individual(s) may refer the matter to a Claims Review Committee. The Claims Review Committee will be composed of seven persons – four chosen by the unit and three chosen by the Board. The findings of the Claims Review Committee will be communicated to the self-funded health care program's Board of Directors for resolution.
7. If either the Genesee Area Healthcare Plan or the NMCMSD Blue Point 2 Plans should no longer be available or should either plans' benefits or premiums change significantly such that they are no longer acceptable to the LNTO and the District, a committee consisting of LNTO members and administrators shall be formed to evaluate and recommend a replacement healthcare plan.

Section 11.02 Dental Plan

1. Dental Plan
 - a. The District provides eligible unit employees with dental coverage through the Non Monroe County Municipal School District Blue Cross/Blue Shield Smile Saver IV Program as follow:

	Hours Worked	Employee Pays
Hired before 7/1/90	6 or more hours	15%
	4 or more, less than 6	15%
	less than 4 hours	50%
Hired after 7/1/90	6 or more hours	15%
	4 to < 6 hours	40%
	less than 4 hours	100%

Section 11.03 Health Insurance at Retirement

The District will provide a health insurance program for all those retirees who have completed at least 15 years of employment with the district upon retirement and those same employees who have accrued 150 sick days. For employees retiring with 15 years and 150 sick days, the district will contribute \$2,500 annually toward the cost of health insurance. For employees retiring with 20 years of service and 200 accrued sick days, the district will contribute \$3,000 annually toward the cost of health insurance. The lump sum payment for health insurance costs is in lieu of payment for accrued sick days per the sick day payment schedule described in Section 19.02. However, all days accrued beyond either 150 days (15 or more years of employment) or 200 days (20 or more years of employment) will be days reimbursed to the employee on the basis of the sick day payment schedule described in Section 19.02. The lump sum payment will be made until the employee's death or until the employee qualifies for Medicare insurance, whichever occurs first.

Failure of retirees to make timely payments of their share of the premium costs will result in cancellation of coverage.

The accumulated sick days requirement may be waived only if a unit member's attendance record has been exceptional and a major illness or accident has resulted in that unit member's accumulated sick days falling below 150. A committee will be established to review requests to waive the accumulated sick leave requirement. The committee shall consist of the Superintendent of Schools or his/her designee, the President of the Association or his or her designee, and one unit member designated by the President of the Association. The committee will review the criteria described above and any determination to grant a waiver must be unanimous. Determinations made under this paragraph shall be final.

Section 11.04 Flexible Health Benefit Programs

The District will provide simple flexible non-cumulative spending accounts (Section 125 Plan) for health insurance premiums and non-reimbursed medical expenses. Employees who regularly work more than twenty (20) hours in a week over the course of a school year qualify for the flexible health benefit programs.

The District will also, in January of each year, contribute for each employee into a Section 105 Plan. The amount per employee is \$500 per year for the 2009-10 through the 2011-12 school years. Incidental employees are excluded from this plan.

Any such program shall be in full compliance with the U.S. Internal Revenue Code and any pertinent Revenue Regulations. Any language in this Agreement which is not in compliance with the law and regulations is not effective to the extent that it is not in compliance.

Section 11.05 Health Plan Options

Employees who qualify for coverage of health care costs under Section 11.01 may choose not to receive all or some of the health plan benefits; the choice to be made by July 1st of each school year. If they choose to do this, they will be given salary increases according to the following schedule. These monies will be a yearly addition to their regular salary.

For unit members who work four and one-half (4.5) or more hours per day and who are appointed before 11/15/2000, the following is to apply:

Receives no health benefits (no health or dental)	\$1,200
Receives only dental benefits (no health)	\$ 900

The health care option payments will be pro-rated as to those employees who are appointed or who cease employment during the course of the school year.

For those employees who are appointed after November 15, 2000, the option payment will also be prorated according to the level of employee contribution for the health care plan; e.g. a unit employee who is eligible for 50% employer contribution for health care would receive 50% of the option payment. If an employee is eligible for 85% employer contribution or more, the employee would receive the full amount of the opt-out stipend.

ARTICLE XII

Section 12.01 Seniority

Seniority date shall mean and be the employee's first date of hire, or his/her date of rehire if his/her employment was interrupted for a period of time exceeding one (1) year.

Seniority shall continue to accrue as long as the employer-employee relationship exists. The employee may lose seniority in the event he/she resigns, is discharged, retires or refuses recall to employment.

There shall be established departmental seniority lists for maintenance, custodial, cleaner, cafeteria, bus drivers, teaching assistants, teacher aides, library aides and clerical.

In the event of a layoff, the employee with the least seniority shall be laid off first and recall shall be made in the inverse order of layoff.

If an employee is laid off due to a reduction in the work force, he/she shall be permitted to exercise his/her seniority rights (replacing an employee with less seniority in the lower job classification), provided that said employee is qualified in the judgment of the Superintendent of Schools to perform the job. That said employee must exercise his/her bumping rights within ten days after his/her notice of layoff within his/her department.

Seniority rotation should apply to after school cafeteria functions.

All transportation employees shall be included by seniority in a rotational system for extra trips. A separate summer roster for extra trips shall be developed independent of the regular school year.

Assignments to such extra bus trips shall be made by the Transportation Supervisor on a rotation system. Appropriate rosters will be maintained to record trips offered and taken. Any extra trips offered and refused for strictly personal reasons shall be counted as a trip taken in the rotation. Itinerant substitute drivers (those not employed on a regular basis) will not be assigned to any student activities unless the supply of regular drivers is exhausted.

Section 12.02 Recall Rights

Any employee who has been laid off and works as a regular substitute and who is recalled to full time employment, will be given restoration of leave benefits that had been accrued at the time of the layoff.

ARTICLE XIII

Section 13.01 Holidays

All full time employees shall be granted the following paid holidays:

New Year's Day	Thanksgiving Day
Martin Luther King, Jr. Day	December 24 th
Presidents' Day	Christmas Day
Memorial Day	Two additional days to be taken
Independence Day	at the election of the employee
Labor Day	with the prior approval of the
Veterans' Day	Superintendent of Schools.

If a paid holiday falls on a Saturday, the preceding Friday shall be granted as a paid holiday; if on a Sunday, the following Monday shall be granted as a paid holiday.

If school is in session on any designated holiday, all employees shall be required to work, but shall be given compensatory time off in lieu of said holiday. The compensatory days shall be decided by the employee, with the prior approval of the Superintendent of Schools. However, no more than three employees at any one time shall be permitted a compensatory day in any one department.

ARTICLE XIV

Section 14.01 Vacations

All full time employees will receive paid vacations as follows:

After six months of employment, the employee qualifies for five (5) days of paid vacation, and upon completing 12 months of employment, five additional days are added.

Thereafter, one day per year additional up to a maximum of 20 days.

After 25 year of employment, 25 days.

It is highly recommended that requests for vacation time be made to the Superintendent of Schools 30 days prior to the desired vacation time. No more than three employees may be on vacation at the same time from any one department or any building unless approved by the Superintendent of Schools. The Superintendent of Schools shall have the right to temporarily reassign members of the various departments.

In the event there are requests for vacations in excess of the above limitations, vacations shall be granted in order of building or department seniority. Once a vacation

request has been approved by the Superintendent of Schools, it will not be subjected to a change based on seniority rank.

If any member of the unit shall terminate his/her employment, or in case of his/her death, he/she and his/her estate shall be paid the monetary value of unused vacation time accruing to his/her credit at the date of his/her retirement, termination or death.

Vacation time may be accumulated to a maximum of 50 days, providing a suitable replacement is available and necessary in the opinion of the Superintendent of Schools when the employee wishes to take the vacation (two full years worth at maximum rate).

A unit member may not take a vacation that is more than fifteen (15) consecutive workdays in duration during any one leave period.

ARTICLE XV

Section 15.01 Sick, Personal and Bereavement Leave

1. All full time employees shall be permitted to accrue 17 days with pay per year and may be accumulated to a maximum of 230 days.
 - a. All 17 days may be used for sick days.
 - b. A maximum of 12 days may be used for family sickness, bereavement leave or any combination thereof.
 - c. Three days may be used for personal days.
 - d. For purposes of record keeping, sick days and leave days will cover no less than a one half day absence.

2. Bus drivers, teacher aides, ten month cleaners and cafeteria employees shall be permitted to accrue 15 days with pay per year and may be accumulated to a maximum of 200 days.
 - a. All 15 days may be used for sick days.
 - b. A maximum of 12 days may be used for family sickness, bereavement leave or any combination thereof.
 - c. Three days may be used for personal days.
 - d. For purposes of record keeping, sick days and leave days will cover no less than a one half day absence.

3. At the start of each school year, a unit member receives the yearly allotment of sick leave days to be used and, if sick during the school year, the unit member is to use these days prior to using any accumulated sick leave to his or her credit.

4.
 - a. Personal leave is to be used for personal business that cannot be conducted during the normal working hours. It may be used in one-half day units.
 - b. Personal leave will be granted upon the employee's written request to the Superintendent of Schools. Said request shall be made at least one day prior to the leave and should state date and anticipated time of absence.
 - c. Personal leave immediately following or preceding a school holiday or vacation will be granted at the discretion of the Superintendent, and such permission will be granted based upon circumstances of unusual or unavoidable nature.
 - d. Personal leave days may be granted for the following, but not necessarily limited thereto; house closings, income tax proceedings, adoptions, probate of wills, court appearances, graduation of any employee, spouse or child, taking a child to and from college and weddings in the immediate family.
5. The Superintendent at his/her discretion, may require employees to submit a medical certificate attesting to their illness after two (2) consecutive days of absence. Full time transportation employees shall receive a full day's pay for sick days.
6. Bereavement leave shall be granted because of death in the employee's immediate family. Such leave shall be without loss of pay or other benefits, and shall begin on the date of the death of the member's immediate family. Immediate family, for the purpose of this section, shall mean mother, father, spouse, child, stepchildren, brother, sister, grandparents, grandchild, mother-in-law and father-in-law, brother-in-law and sister-in-law.

The Superintendent can use his/her discretion to increase time for bereavement leave.

Section 15.02 Notification of Sick Days

On or before October 1 of each year, a statement of accumulated sick days will be sent to each employee.

Section 15.03 Medical Leave of Absence

Medical leaves of absence will be granted to any employee when requested by the employee and when such request is accompanied by an official recommendation of a licensed physician. Medical leave shall be granted for a period of up to two years.

Unused sick leave may be applied to the medical leave. The Board may, at its expense, require a physical examination by a medical doctor of the Board's choice.

While on a medical leave of absence, and if eligible for and enrolled in one of the plans offered by the District, the unit member may continue in the plan and the District will pay an amount of money equal to one-half of its contribution if the employee had been working.

Section 15.04 Parental Leave of Absence

A parental leave will be granted upon request of the employee.

An employee who is pregnant shall notify the Superintendent, in writing, no later than the fifth month of pregnancy, setting forth the expected date of confinement and whether or not she expects to request a maternity leave. The employee may work as long as her physician certifies her capable of performing her duties. The Board shall have the right to request updated medical reports, but no more than one such report every 30 days and, upon request, the employee shall execute a medical release.

The parental leave shall be without pay or accumulation of other benefits. An employee who commences his/her parental leave during the first half of the school year shall receive one-half the salary increase upon return the following year. If the leave is taken during the second half of the school year, he/she will be awarded the full salary increase upon return to work.

The length of parental leave shall not exceed the balance of the year in which it is granted, plus one (1) additional school year. The employee must notify the Superintendent of his/her intention to return to work at least 60 days prior to the end of his/her leave or 60 days prior to returning to work, if he/she desires to terminate his/her leave earlier than scheduled. The Superintendent of Schools can use his/her discretion in waiving return notification requirements. Failure to file the proper notice with the District within the time frame described will constitute abandonment of employment and a replacement will be recruited.

Section 15.05 Leave of Absence

Any permanent unit employee, upon written request to the Superintendent of Schools, shall be granted a leave of absence not to exceed 12 months. A qualified substitute must be available to take his/her place. The written request shall include the reason and specific dates of the desired leave. A leave of absence will not be granted to accept employment elsewhere.

Approved leaves of absence, covering more than ten (10) working days, shall be limited to two (2) leaves within a five (5) year period, not to exceed a total of twelve (12) months. Employees desiring reinstatement shall give notice at least 30 days prior to desired date of reinstatement. The Superintendent can use his/her discretion in waiving

return notification requirements. Employees returning from an approved leave of absence shall be reinstated at their previous job status and will receive the same pay and benefits as when they left.

Section 15.06 Jury Duty

Any member of the unit who shall be required to serve as a juror shall be paid his/her full salary.

Section 15.07 Conference/Training; Workshops/Refresher; Courses

All regular and substitute bus drivers will be paid at the rate of \$10.00 per hour for all bus driver safety courses attended under the current regulations.* The District will pay \$10.00 per hour for courses which a beginning driver needs to become fully qualified.

The Board will encourage members of the unit to attend in-service training courses or conferences that are directly related to their job classification with the District. Such requests shall be made in writing and presented to the Superintendent of Schools for his/her decision. The applicant must demonstrate that attendance at such conference shall directly benefit the District, and if said permission is granted, said member shall be allowed time off from his/her duties to attend such courses or conferences and shall be reimbursed for all reasonable expenses incurred, including tuition, required textbooks and materials, and reasonable travel expenses. Said approval shall not be granted unless sufficient funds are available.

If the in-service course is taken outside of regular work hours, the employee shall be paid \$10.00 per classroom hour up to a maximum of \$100 per course in addition to the training expense involved. Money received is a one-time payment. It is understood college level courses of study are to be included.

A written statement from the instructor verifying completion of the course of study must be submitted before payment will be made.

*Current regulations – refresher course – two (2) hour sessions annually.

Section 15.08 Sick Leave Bank

The district shall establish a sick leave bank with the intent of protecting bargaining unit members from financial burden due to serious illness or injury.

Each returning unenrolled member of the bargaining unit shall have the opportunity to enroll in the sick leave bank by filing a signed authorization statement with the Business Office no later than October 1st of each year.

All newly hired non-teachers shall, during their first year of employment only, deposit two (2) of their first year's sick days directly in the sick bank. If that employee does not wish to participate in the sick leave bank, s/he must submit this request in writing to the Business Office within the first thirty (30) days of employment. If participation in the sick bank is declined, the two (2) sick days shall be credited to the member as sick days.

At no time shall the number of days held in the bank exceed twice the number of members in the bargaining unit. A non-teacher who elects to enroll shall contribute two (2) days during their first year of participation. When the number of days falls below one-half the maximum allowable, employees who wish to continue their participation will contribute one (1) additional sick day. Days not used will be carried to the following year. Any member who has reached his/her limit of two hundred thirty (230) accumulated sickdays for full time (12 month) employees and two hundred (200) accumulated days for ten (10) month employees may contribute up to three (3) sick days per year to the sick bank.

Only active members of the bank may withdraw days. A member may not withdraw days from the bank until his/her own accumulated sick leave is depleted. In any case, the employee must have been absent for ten (10) days prior to the commencement of sick leave bank benefits. Exceptions to this rule will be decided upon mutually by the committee and the superintendent.

Upon retirement, a bargaining unit employee may withdraw days contributed to the sick leave bank for payment under Section 19.02, if that person has not used the bank.

A committee consisting of three (3) unit members appointed by the LNTO president and two (2) members appointed by the superintendent shall administer the bank. The committee shall establish procedures for applying to and contributing days to the sick bank. The LNTO president will appoint the committee chairperson. Members shall serve a two-year term and not be eligible for selection until two additional years have elapsed.

The enrollee must, upon the request of the committee, submit to the committee suitable written verification by the enrollee's attending physician of his/her medical condition.

The committee may in unusual circumstances request additional contributions during the school year.

ARTICLE XVI

Section 16.01 Snow Days

If school is closed before the employees workday begins:

1. Those reporting to work shall be paid only for time worked.
2. Those not reporting to work will not be paid.
3. Those instructed not to report to work will not be paid.
4. Those not reporting to work may have the option of using a personal day, a vacation day, or a floating holiday with permission of the Superintendent of Schools.

If school is closed after the employees' workday begins:

1. Those instructed to leave due to lack of work caused by the emergency shall be paid for time worked.
2. Bus drivers who report for work and do not drive shall receive one-half day pay. This will not apply if the telephone network notification has been activated.

ARTICLE XVII

Section 17.01 Bulletin Boards

The unit may, at its own expense, install bulletin boards at the time clocks, the size thereof not to exceed three (3) feet by four (4) feet.

ARTICLE XVIII

Section 18.01 Grievance Procedure

A grievance is a complaint by an employee or group of employees of an alleged violation of any of the terms and conditions of this Agreement between the District and the Unit.

No alleged grievance shall be entertained and shall be deemed waived unless presented at Stage I (immediate supervisor) within 15 working days after the alleged violation took place.

Stage I Any employee having a grievance will discuss the matter with the immediate supervisor. The employee may choose to be accompanied by a unit representative.

- Stage II If the grievance is not resolved at Stage I, the grievance will be put in writing and submitted to the Superintendent of Schools within ten (10) working days following the execution of Stage I. The Superintendent of Schools will render his/her written decision within five (5) working days of receipt of the written grievance.
- Stage III If the grievance is not resolved at Stage II, it may then be submitted to the board for its consideration. If submitted to the Board, it must be submitted within ten (10) working days following the receipt of the Superintendent's decision. The Board will consider the matter at its next regular meeting and render a written decision within ten (10) working days following the regular Board meeting at which the grievance was addressed.
- Stage IV If the grievance is not resolved at Stage III, the aggrieved party may request the grievance be submitted to binding arbitration. Such action must be initiated within ten (10) working days following the receipt of the Board's written decision.

Section 18.02 Arbitration

The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators will be made to the Public Employment Relations Board by either party within ten (10) working days and in writing.

The parties shall be bound by the rules and procedures of the Public Employment Relations Board.

The decision of the arbitrator shall be binding on the parties.

The costs for the services of the arbitrator, including expenses, if any, shall be borne equally by the Board and the Unit.

Section 18.03 Representation

All parties to the grievance shall have the right at all stages of grievances to be represented by an attorney or representative of his/her choice, and at all stages after Stage I shall have the following rights: to confront and cross-examine all witnesses called; to testify and call witnesses on his/her behalf; and to be furnished with a copy of any minutes of the proceedings which may be made.

Section 18.04 No Reprisal

No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board against the aggrieved party, his/her unit representative, other

participants in the grievance procedure or any other person by reason of such grievance or participation therein.

Shall the employee or the unit not follow the grievance procedure steps as stated in Section 18.01, the grievance will immediately become null and void.

ARTICLE XIX

Section 19.01 Retirement Benefits

The Board will provide the support personnel benefits under the 75(I) and 41(J) retirement plan.

Section 19.02 Unused Sick Leave

Employees who retire and are paid retirement benefits pursuant to the State Pension Plan shall receive \$40 for each day of unused sick leave as of the date of retirement. In the case of a unit member who has not joined the NYSERS and if the employee retires from the District having fifteen (15) or more years of service, the employee is to be paid for unused sick leave days at the rates set forth above.

Written notice must be given five (5) months prior to the effective date of retirement before the employee qualifies for the paid sick days. The District will waive the notice period for those individuals forced into retirement or forced to leave their employment with the District by an unexpected physical disability of the employee or the employee's spouse. In the event the employee in question wishes to withdraw his/her decision to retire, he/she will be allowed to do so at the Superintendent of Schools' discretion.

In the event that an employee should die prior to retirement, the employee's spouse or beneficiary will be entitled to the benefits held under Section 19.02 of this article.

ARTICLE XX

Section 20.01 Management's Rights

The Board reserves the exclusive right to manage the business of the District and to direct the employees in the discharge of their duties. The right to manage and direct the employees includes the right to hire, suspend or discharge for proper cause in accordance with the applicable laws, the apportionment of the working force, the right to control the District's property. In the exercise of these rights, the Board shall observe and be bound by all the provisions of this Agreement.

ARTICLE XXI

Section 21.01 Evaluation

Prior to April 30 of each year, each employee's immediate supervisor will evaluate, on the prescribed form (Reference Appendices A and B), the work habits and the efficiency of each employee. This evaluation will include, but not be limited to, the performance of the job according to the job description, punctuality and cooperation. Each employee will have the opportunity to discuss the evaluation with the evaluator. In the case of an evaluation which is unsatisfactory* (three or more categories unsatisfactory because of job performance), the employee will not be eligible for any wage adjustment granted for his/her job classification for the coming year.

If the employee is rated as having excessive absence, or abuse of sick, personal or other leave or other similar fringe benefit, the employee may submit evidence to refute the evaluation. If no evidence is submitted, or if the evidence submitted is insufficient, the employee will not receive any wage adjustment that may be negotiated for his/her job classification for the upcoming year.

The employee may request another evaluation in December of the following school year. Any such request for an additional evaluation shall be in writing to the Superintendent. If the second evaluation shows the employee's performance and/or attendance to be satisfactory, the employee is to receive the negotiated wage increase as pro-rated commencing January 1.

ARTICLE XXII

Section 22.01 Special Students

The Board/Administration will immediately notify any bus driver who is required to transport any special or handicapped children on their bus route as soon as the Board/Administration is aware of the situation. The bus driver shall be given as much information as necessary to effectively cope with these special circumstances.

Section 22.02 Repairs or Adjustments on a School Bus and Maintenance Work Performed By Cleaners

A bus driver or substitute bus driver shall not be required to perform any repairs or adjustments on his/her bus if tools are required.

Cleaners on a voluntary basis may perform minor maintenance outside of their job description.

Section 22.03 Smoking on School Vehicles

No unit member shall be allowed to smoke in any Livonia Central School vehicle.

Section 22.04 Damage to Personal Property

Unit members will be reimbursed for loss of personal property when such loss occurs in the course of their employment if said loss is not caused by the negligence of the unit member and such loss is not covered by the employee's personal policies of insurance.

The first twenty dollars (\$20) of said loss shall be paid by the unit member. This provision specifically excludes any loss or damage to automobiles and other vehicles.

Section 22.05 Schedule B (LTA Contract) Supervisory Functions

Functions noted under Supervision on Schedule B of the Livonia Teachers' Association contract when not filled by Livonia teachers will be offered to LNTA employees prior to hiring non-employees for these positions.

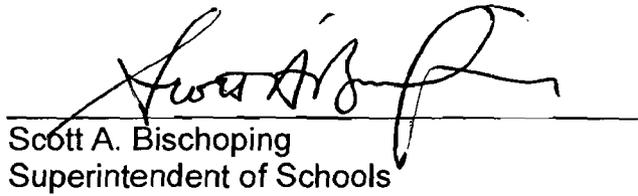
Section 22.06 Conformity to Law

If any provision of this Agreement is, or shall be at any time, contrary to law, said provision shall not be applicable, performed or enforced, except to the extent permitted by law. In the event any provision of this Agreement is, or shall be, contrary to law, all other provisions of this Agreement shall continue in full force and effect.

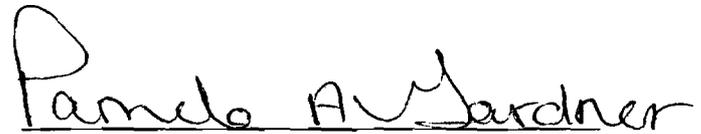
THIS AGREEMENT shall become effective on the first day of July, 2009 unless otherwise specified, and continue in full force and effect until midnight, June 30, 2012.

THIS AGREEMENT constitutes the entire Agreement between the parties.

IN WITNESS THEREOF, the parties hereto have set their hands and seals this 15th day of July, 2009.



Scott A. Bischoff
Superintendent of Schools



Pamela Gardner, President
Livonia Non-Teachers
Organization (LNTO)