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COLLECTIVE NEGOTIATIONS AGREEMENT

Between

BOARD OF EDUCATION

of the

LYNDONVILLE CENTRAL SCHOOL DISTRICT

and the

LYNDONVILLE EMPLOYEES ASSOCIATION

July 1, 2013 – June 30, 2016

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - RECOGNITION	1
SECTION 1.1 RECOGNITION	1
ARTICLE 2 - CONCERNING THIS AGREEMENT.....	1
SECTION 2.1 DEFINITIONS.....	1
SECTION 2.2 LEGAL EFFECT	2
SECTION 2.3 NEGOTIATION OF A SUCCESSOR AGREEMENT.....	3
SECTION 2.4 COPIES OF AGREEMENT	3
SECTION 2.5 MANAGEMENT RIGHTS	3
ARTICLE 3 - ASSOCIATION RIGHTS	4
SECTION 3.1 DUES DEDUCTION/AGENCY FEE.....	4
SECTION 3.2 UNION MEETINGS	4
SECTION 3.3 BULLETIN BOARD	4
ARTICLE 4 - GRIEVANCE PROCEDURE	5
SECTION 4.1 DEFINITIONS.....	5
SECTION 4.2 BASIC STANDARDS AND PRINCIPLES.....	5
SECTION 4.3 GRIEVANCE PROCEDURE.....	6
SECTION 4.4 ARBITRATION	6
ARTICLE 5 - POSITIONS	7
SECTION 5.1 POSTING OF POSITIONS	7
ARTICLE 6 - SCHEDULES	7
SECTION 6.1 WORK YEAR	7
SECTION 6.2 WORK DAY.....	8
SECTION 6.3 HOLIDAYS	9
SECTION 6.4 EMERGENCY SCHOOL CLOSINGS	9
ARTICLE 7 - LEAVES	10
SECTION 7.1 SICK LEAVE	10
SECTION 7.2 PERSONAL LEAVE.....	11
SECTION 7.3 VACATION.....	11
SECTION 7.4 CHILD-REARING LEAVE	12
SECTION 7.5 BEREAVEMENT LEAVE.....	12
SECTION 7.6 PART-TIME EMPLOYEE BEREAVEMENT/EMERGENCY LEAVE.....	13
SECTION 7.7 LEAVE FOR BREAST AND PROSTATE CANCER SCREENINGS.....	13
SECTION 7.8 ASSOCIATION LEAVE.....	13
SECTION 7.9 JURY DUTY LEAVE	13
SECTION 7.10 OTHER LEAVES	13
SECTION 7.11 FAMILY AND MEDICAL LEAVE ACT	14
ARTICLE 8 - EVALUATIONS	14
SECTION 8.1 EVALUATIONS	14
ARTICLE 9 - HEALTH BENEFITS COVERAGE.....	15
SECTION 9.1 HEALTH BENEFITS COVERAGE	15
SECTION 9.2 FLEXIBLE BENEFIT PLAN (125 PLAN).....	17

SECTION 9.3	HEALTH BENEFITS COVERAGE FOR RETIREES.....	17
SECTION 9.4	DISABILITY INSURANCE	18
ARTICLE 10	- COMPENSATION.....	18
SECTION 10.1	SALARIES	18
SECTION 10.2	PROFESSIONAL DEVELOPMENT.....	19
SECTION 10.3	TAX SHELTERED ANNUITIES.....	19
ARTICLE 11	- SCHOOL BUS DRIVERS	20
SECTION 11.1	MEDICAL EXAMINATIONS.....	20
SECTION 11.2	WORK YEAR AND DAY.....	20
SECTION 11.3	LEAVES OF ABSENCE.....	20
SECTION 11.4	DISABILITY INSURANCE	20
SECTION 11.5	HEALTH BENEFITS COVERAGE.....	20
SECTION 11.6	REGULAR RUNS.....	21
SECTION 11.7	EXTRA RUNS.....	21
ARTICLE 12	- MISCELLANEOUS	22
SECTION 12.1	MISCELLANEOUS	22
ARTICLE 13	- LAYOFFS AND RECALLS.....	22
SECTION 13.1	LAYOFFS AND RECALLS.....	22
ARTICLE 14	- DISCIPLINARY PROCEEDINGS.....	23
ARTICLE 15	- DURATION.....	24
SECTION 15.1	DURATION.....	24

PREAMBLE

This Agreement is by and between the Superintendent of Schools of the Lyndonville Central School District and the Lyndonville Employees Association.

ARTICLE 1 - RECOGNITION

SECTION 1.1 RECOGNITION

1.1.1 The Board of Education of the Lyndonville Central School District has recognized the Lyndonville Employees Association as the exclusive representative for the purposes of negotiating collectively in the determination of, and administration of grievance arising under, the terms and conditions of employment of the employees in the following bargaining unit:

Included: Keyboard Specialists, Secretary I – Secretary for Special Education and Title I, Senior Account Clerk – Payroll, Senior Account Clerk – AP, Teacher Aides, Cafeteria Monitors, Bus Monitors, Nurses, Teaching Assistants and School Bus Drivers.

Excluded: Secretary to the Superintendent, Secretary II – Human Resources Administrative Assistant, all managerial employees, all confidential employees, all supervisory employees, all substitute employees and all other employees not listed as “Included” above.

1.1.2 The recognition of the Association by the Board of Education shall extend for the maximum period permitted by law.

1.1.3 The Lyndonville Employees Association hereby affirms that it does not assert the right to strike against the District, to assist or participate in any such strike, or to impose an obligation on its members to conduct, assist or participate in any such strike.

ARTICLE 2 - CONCERNING THIS AGREEMENT

SECTION 2.1 DEFINITIONS

2.1.1 “District” means the Lyndonville Central School District.

2.1.2 “Board” means the Board of Education of the District and applies only when it is intended that the Board itself shall act or refrain from action.

2.1.3 “Superintendent of Schools” means the person appointed to serve on a regular, interim or acting basis as the Superintendent of Schools.

2.1.4 “Association” means the Lyndonville Employees Association.

2.1.5 “Party” means the District or the Association.

2.1.6 “Parties” means the District and the Association.

2.1.7 "Agreement" means this Agreement, all appendices which are part of this Agreement, and all amendments to this Agreement.

2.1.8 "Employee" or "unit member" means a member of the bargaining unit as stipulated in Section 1.1.1, except that it does not include school bus drivers in any paragraph which begins with an asterisk and therefore has a driver-specific provision in Article 11.

2.1.9 "Working day" shall mean any day that the District Business Office is open.

2.1.10 A "full-time" employee is one whose regularly scheduled work day is defined in paragraphs 6.2.1, 6.2.2 or 6.2.3.

2.1.11 A "part-time" employee is one whose regularly scheduled work day is not one defined by the provisions listed in paragraph 2.1.10.

2.1.12 "Year," "school year" and "fiscal year" mean the period beginning July 1 and ending on the following June 30.

SECTION 2.2 LEGAL EFFECT

2.2.1 This Agreement constitutes the entire and complete record of the binding commitments between the District and the Association. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written amendment to this Agreement signed on or after the execution date of this agreement. No other document shall constitute a binding commitment between the parties unless it is in writing and has been signed by duly authorized representatives of the District and the Association on or after the execution date of this Agreement.

2.2.2 The District and the Association each waive the right to insist on negotiation of any matter, whether contained in this Agreement or not, during the term of this Agreement, but this shall not be construed to prohibit a valid demand by the Association for impact negotiations or negotiations with respect to the successor to this Agreement.

2.2.3 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 provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

2.2.4 This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms.

2.2.5 Neither party is obliged to continue any practice or policy except to the extent, if any, set forth expressly in a particular provision of this Agreement.

2.2.6 NOTICE: 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 THE ADDITIONAL FUNDS THEREFOR. SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

2.2.7 In this Agreement, a term used in one gender also includes the other gender.

SECTION 2.3 NEGOTIATION OF A SUCCESSOR AGREEMENT

2.3.1 If either party desires to negotiate a successor to this Agreement, it shall give written notice thereof to the other party no later than February 1 of the final year of the term of this Agreement.

2.3.2 The party giving notice pursuant to paragraph 2.3.1 of this Agreement shall transmit its written proposals to the other party not later than the 30th calendar day after delivering said notice. Not later than the 30th calendar day after receipt of those proposals, the other party shall transmit to the notifying party its written proposals for the successor to this Agreement.

2.3.3 The parties may by mutual consent extend any time limits set forth in this Section 2.3, provided that any such extension must be evidenced by a written memorandum signed by both parties. Consent to an extension must not be withheld unreasonably by either party.

2.3.4 A successor agreement shall not become effective until it has been ratified by a majority of the members of the Association and a majority of the members of the Board of Education.

SECTION 2.4 COPIES OF AGREEMENT

2.4.1 Copies of this Agreement shall be printed at the mutual expense of the parties. The Association shall be given a sufficient number of copies to distribute to all members of the bargaining unit. The Association shall also be given an additional ten (10) copies. When a new employee is hired, he/she shall be given a copy of this Agreement by the administration.

SECTION 2.5 MANAGEMENT RIGHTS

2.5.1 Except as expressly limited by the terms of this Agreement, the District reserves and retains exclusively, in its sole discretion, the right to manage the District, its operations and its employees, including, but not limited to, the following rights: to establish, continue, change or abolish its programs, operations, policies, practices, rules, regulations, and procedures; to determine the number, location, hours and types of its operations; to determine the methods, processes, equipment and material to be used in the District's operations; to determine the necessity for filling a vacancy; to determine the number, qualification and duties of employees; to assign positions, duties and work to employees; to establish and change work schedules and assignments; to

establish and enforce work rules; to establish and maintain a job evaluation program and to judge the efficiency and competency of the employee's work; to transfer, demote and promote employees; to layoff and recall employees; to discipline or discharge employees in accordance with legally required procedures; to alter, modify, terminate or add terms and conditions of employment not expressly addressed in this Agreement; and to take such other measures as may be determined by the District to be desirable for the successful operation of its programs and operations.

ARTICLE 3 - ASSOCIATION RIGHTS

SECTION 3.1 DUES DEDUCTION/AGENCY FEE

3.1.1 Upon the written authorization of an employee, on a form provided by the Association, the District will deduct from the salary of each member such amount for membership dues as the member may specify and will transmit said sum to the Association on a monthly basis. All dues shall be deducted in equal installments beginning with the second pay period in September.

3.1.2 Any employee who is not a member of the Association shall be pay an agency fee in accordance with the terms of the Taylor Law (Civil Service Law § 208). Monies for such agency fee shall be deducted from the employee's salary and transmitted to the Association in the same manner as dues deductions for Association members.

3.1.3 The Association will hold the District harmless from any and all claims resulting from the administration of the dues deduction/agency fee provisions of this Agreement.

SECTION 3.2 UNION MEETINGS

3.2.1 Upon request received at least one week in advance, the District will permit the Association to hold meetings on school property after 3:30 p.m. in such location as the District determines. Any employee who is granted release time from work to attend such a meeting shall be required to make up such time as directed by the administration.

SECTION 3.3 BULLETIN BOARD

3.3.1 The District will permit the Association to maintain one bulletin board for purposes of posting notices of interest to its membership. The bulletin board shall be obtained at the Association's expense and the District shall mount it in a mutually agreed upon location accessible to all Association members.

ARTICLE 4 - GRIEVANCE PROCEDURE

SECTION 4.1 DEFINITIONS

The following definitions shall apply to this grievance procedure:

4.1.1 "Grievance" shall mean a claimed violation of a specific provision of this Agreement; provided, however, that a grievance shall not include any matter which is reserved to the discretion or judgment of the District, the Board of Education or the Superintendent of Schools.

4.1.2 "Grievant" shall mean an employee who has filed a grievance.

4.1.3 "Immediate Supervisor" means the administrator to whom an employee is directly responsible. If the subject of the grievance is such that it crosses buildings or is system wide, the immediate supervisor is the Superintendent of Schools or his designee.

4.1.4 "Days" shall mean days that the District Business Office is open.

SECTION 4.2 BASIC STANDARDS AND PRINCIPLES

4.2.1 A grievance shall be deemed waived unless it is submitted within ten (10) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

4.2.2 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further processing under this Agreement shall be barred.

4.2.3 Failure at any stage of the grievance procedure to communicate a decision to the grievant 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.

4.2.4 A group of employees having a common grievance may present such grievance as a group in accordance with this procedure, provided that only one of its members is given authority by the group to act in its behalf.

4.2.5 The time limits specified in this Article 4 shall be strictly adhered to by all concerned. However, any such time limit may be extended by mutual consent of the District and the Association evidenced in writing signed by authorized representatives of both parties. Neither party shall unreasonably withhold its consent to a request for such an extension.

4.2.6 All grievances shall include the name and position of the grievant, the particular provision(s) of this Agreement claimed to have been violated, the alleged event constituting the violation, the identity of the party responsible for causing said event and a general statement of the nature of the grievance and the redress sought by the aggrieved party. If the grievance does not contain all of the

above information, it will not be considered a valid grievance and need not be processed through the procedures of this Article.

4.2.7 If a written grievance is submitted under the procedures of this Article, such submission shall constitute an election of forum by the grievant and by the Association and shall constitute a waiver and a bar to any and all rights the grievant or the Association has or may have to submit the subject matter of the grievance for resolution or review to any agency or tribunal (whether judicial, executive, administrative or legislative) not provided for in this procedure unless said grievance is legally forestalled by the District. A grievance may not be submitted under this procedure if the subject matter of the grievance has been or is being simultaneously submitted by the grievant or the Association to any other agency or tribunal (whether judicial, executive, administrative or legislative) for resolution or review.

SECTION 4.3 GRIEVANCE PROCEDURE

4.3.1 Level I – The grievant shall submit his grievance in writing to his immediate supervisor. The immediate supervisor shall give a written response to the grievant within ten (10) days of the submission of the grievance. The grievance shall be considered discontinued unless written notice to the contrary is given by the grievant to the Superintendent of Schools within ten (10) days after the date of the immediate supervisor's response.

4.3.2 Level II – If written notice has been given to the Superintendent of Schools within the time limit stated above, the Superintendent of Schools or his designee shall give a written response to the grievant within ten (10) days of the submission of the grievance. The grievance shall be considered discontinued unless the Association delivers to the Superintendent of Schools a written notice submitting the grievance to arbitration within ten (10) days after the date of the Superintendent of Schools' response.

SECTION 4.4 ARBITRATION

4.4.1 If the Association delivers a written notice to the Superintendent of Schools within the time limit stated above, then within ten (10) days after such delivery of such written notice, the District and the Association will agree upon a mutually acceptable arbitrator. If the parties do not agree upon an arbitrator within the specified period, the Association shall, within ten (10) days of the last day for mutual agreement on an arbitrator, request the American Arbitration Association (AAA) to send to each party a list of fifteen (15) names of persons. If the request to the AAA is not made within the time limit stated above, the grievance shall be deemed to be discontinued and further processing under this Agreement shall be barred. Each party will cross out any names on its list which are unacceptable to it and indicate its preference in order for the *remaining* names, if any. Each party shall then mail its list showing its deletions and preferences to the AAA within one week after receipt. If the AAA determines that no mutually acceptable arbitrator has been selected from the first list, it shall send a second list to each party and the same procedure shall be repeated. If the AAA determines that no mutually acceptable arbitrator has been selected from

the second list, the AAA will name an arbitrator at the time it notifies the parties of that fact, provided that the arbitrator so named shall not have appeared on either of the lists of arbitrators previously submitted to the parties.

4.4.2 The arbitrator will hear the matter and will issue his decision not later than thirty (30) days from the close of the hearing, or the submission of briefs if they are filed. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusion(s) on the issue(s).

4.4.3 The arbitrator shall determine the grievance as presented on the basis of the evidence before him and the provisions of this Agreement. The arbitrator shall have no authority to add to, subtract from or modify the provisions of this Agreement, and further shall have no authority to review any matter which is reserved to the discretion or judgment of the District, the Board of Education or the Superintendent of Schools. The arbitrator shall have no power or authority to make any decision contrary to law or which is violative of the terms of this Agreement.

4.4.4 The decision of the arbitrator shall be final and binding upon all parties and the employees.

4.4.5 The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the District and the Association.

ARTICLE 5 - POSITIONS

SECTION 5.1 POSTING OF POSITIONS

5.1.1 When the District determines to fill a vacant position in the bargaining unit, it will post the position on the District web site and notify the employees by email at least five (5) working days before beginning interviews of candidates unless the parties agree otherwise. A position is vacant if it is not encumbered by a duly appointed provisional, probationary or permanent employee and the Board intends to make an appointment.

ARTICLE 6 - SCHEDULES

SECTION 6.1 WORK YEAR

6.1.1 The work year for full-time, 12-month clerical employees shall consist of 240 days during the period of July 1 to June 30, with the specific dates to be worked set by the District.

6.1.2 The work year for full-time 11-month clerical employees shall consist of 220 days during the period of July 1 to June 30, with the specific dates to be worked set by the District.

6.1.3 The work year for full-time 10.5-month clerical employees shall consist of 210 days during the period of July 1 to June 30, with the specific dates to be worked set by the District.

6.1.4 The work year for full-time 10-month clerical employees shall consist of 200 days during the period of July 1 to June 30, with the specific dates to be worked set by the District.

6.1.5 The work year for part-time clerical employees shall be set by the District.

6.1.6 The work year for full-time teaching assistants shall be the same as the teacher work year during the period of July 1 to June 30.

6.1.7 The work year for full-time teacher aides shall consist of the days of the student calendar during the period of July 1 to June 30, as identified in the school calendar published over the summer. In addition, teacher aides will work two (2) professional development days prior to the start of the School year. Any additional professional development days will be created in consultation with the Association and shall be related to the duties or needs of its members to be successful in their job duties. The District shall provide thirty (30) days notice to the Association of the Schedule and the topics to be covered. Such professional development days are not part of the teacher aide's regular work year, and thus result in additional work hours for which the teacher aide will be paid.

6.1.8 The work year for a full-time nurse shall be the same as the teacher work year during the period of July 1 to June 30. Five (5) additional days may be scheduled by the District during the summer months to insure compliance with state and District regulations (immunization records, medical alert lists, emergency procedures, etc.).

6.1.9 *The work year for all non-clerical part-time employees shall consist of the days that students attend school.

6.1.10 Prior to September 1st or on the opening staff development day, whichever comes first, all LEA members shall be given written notification as to their daily schedule, who their immediate supervisor will be, and notice of who will provide the member's evaluation.

SECTION 6.2 WORK DAY

6.2.1 The work day for full-time clerical employees shall be 7½ hours plus a ½ hour unpaid lunch for a total of 8 hours or 8 hours plus a ½ hour unpaid lunch for a total of 8 ½ hours. The length of the workday shall be specified by the members' immediate supervisor. During Mid-Winter Recess, Winter Recess and Spring Recess, the work day shall be 6 hours plus a ½ hour unpaid lunch for a total of 6 ½ hours. The specific starting and ending times for each employee shall be set by the District. Members shall receive overtime pay at a rate of time and one half for any time over forty (40) hours in a week.

6.2.2 Summer Clerical Hours – For the 2013-2014 school year all twelve month clerical employees will work 6 hour days plus a ½ hour unpaid lunch for a total of 6 ½ hours from July 1, 2013 through August 23, 2013. In future years, the Superintendent may, in his or her discretion, reduce the length or the work

day for some or all clerical employees during some or all July and/or August. Summer hours will start July 1st and will be in effect for 8 weeks or forty (40) days whichever allows for the full last week in August to resume all "regular" hours. The Superintendent must give such notice at least two (2) weeks prior of any change in scheduling of summer hours. An employee whose work day is reduced in length shall have his or her salary reduced commensurately (in proportion to the reduction in length of the work day). The summer work day shall be no less than 6 hours plus a ½ hour unpaid lunch for a total of 6 ½ hours. The specific starting and ending times for each employee shall be set by the District.

6.2.3 The work day for full-time teaching assistants, teacher aides and the school nurse shall be 7½ hours plus a ½ hour unpaid lunch for a total of 8 hours. The specific starting and ending times for each employee shall be set by the District.

6.2.4 *The work day for each part-time employee shall be set by the District.

SECTION 6.3 HOLIDAYS

6.3.1 The following list represents official school holidays. During these days, school will be closed and staff members will not be required to be in attendance.

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veteran's Day	President's Day
Thanksgiving Day	Good Friday
Day After Thanksgiving	Memorial Day
Christmas Eve	

SECTION 6.4 EMERGENCY SCHOOL CLOSINGS

6.4.1 In the event the District closes school due to weather or safety issues, no bargaining unit member shall be required to report to work unless the television/radio announcements specify that persons in the employee's job title are to report, or the employee receives individual notification that he is to report. If an employee is to report to work as per television/radio announcements or individual notification and he does not do so, he may use a personal day or vacation in order to be paid for the missed day, or may elect to take it as an unpaid day.

6.4.2 If no snow or emergency closing days have been used by May 1st, the Friday before Memorial Day will be a paid holiday for all LEA members.

ARTICLE 7 - LEAVES

SECTION 7.1 SICK LEAVE

7.1.1 Sick days shall be granted to full-time employees as follows:

- 12 Month Clerical Employees:
Employees will be granted twelve (12) sick days per year with a maximum accumulation of 240 days.
- 11 Month Clerical Employees:
Employees will be granted eleven (11) sick days per year with a maximum accumulation of 220 days.
- 10½ Month Clerical Employees:
Employees will be granted ten and a half (10 ½) sick days per year with a maximum accumulation of 210 days.
- 10 Month Clerical Employees:
Employees will be granted ten (10) sick days per year with a maximum accumulation of 200 days.
- Teaching Assistants, Teacher Aides and School Nurse:
Employees will be granted ten (10) sick days per year with a maximum accumulation of 200 days.

If an employee works less than a complete school year, the sick days shall be prorated.

7.1.2 Use of Days

- (a) An employee taking sick leave is to provide notice of his/her absence, in accordance with procedures or directives communicated by the District, as soon as the employee knows of the need for the leave.
- (b) After an absence of five (5) consecutive work days, or if the District has reason to suspect abuse of sick leave, the District will require the employee to provide a physician's statement regarding the nature of the individual's illness and/or approving the employee's return to work.
- (c) If an employee leaves permanent employment during the school year and has taken more sick days than he/she has earned, the employee shall pay the District back for the days used but not earned.

7.1.3 Family Illness

Sick leave may be used for serious illness of members of the immediate family. Such use of sick leave shall:

- (a) Be limited to a maximum of ten (10) days per school year.
- (b) Be limited to the immediate family which is defined as spouse, children, employee's parent, and any person living in the household.
- (c) In the event that the family illness is of a catastrophic nature, the employee may, in the discretion of the Superintendent, be permitted to use his or her accumulated sick days equivalent to the amount he or she has available for retirement purposes.

SECTION 7.2 PERSONAL LEAVE

7.2.1 All full-time employees will be granted up to three (3) days of personal leave per year. Employee leave may be requested for personal business that cannot be conducted at times other than normal business hours, such as real estate closings, court appearances, bereavement of non-family members, and for unusual personal or family circumstances (such as a wedding or college graduation.) Personal leave shall not be used for vacation, recreation, or other similar purposes.

7.2.2 The request for use of a personal leave day must be made in writing using the proper form. A single day of personal leave may be requested without giving a reason unless it falls immediately before or after a holiday or school recess. All requests for consecutive days of personal leave must state a reason with the formal request. A request for leave must be made at least forty-eight (48) hours in advance (except in emergency situations) and shall be granted or denied by the immediate supervisor, subject to the approval of the School Business Administrator.

7.2.3 At the conclusion of each school year, any unused personal leave shall be added to the members' accumulated sick leave.

SECTION 7.3 VACATION

7.3.1 Clerical employees who work a 12-month work year will receive vacation with pay based on their years of continuous employment with the Lyndonville Central School District as follows:

1-5 years of employment	10 days
6-10 years of employment	12 days
11-19 years of employment	15 days
Beyond 19 years of employment	17 days

If an employee works less than a complete year, vacation days shall be prorated. If an employee leaves during the school year and has taken more vacation days than he/she has earned, the employee shall pay the District back for days used but not earned by means of payroll deduction. If an employee has taken more vacation days than he/she has earned and gets laid off, the employee shall not be required to pay back any days.

7.3.2 Vacations will be scheduled to avoid interference with busy workload times and operation of the District; scheduling shall be at the discretion of the employee's immediate supervisor, subject to the approval of the School Business Administrator. Employees are encouraged to use vacation days during regularly scheduled student school vacations. Each school year at least five (5) days must be scheduled in a one-week span of consecutive days.

An employee is required to fill out a Vacation Leave Request Form to designate desired days of vacation, and that form must be submitted at least fourteen working days (14) in advance of the first requested day of vacation.

No more than five (5) days of unused vacation can be carried forward from one school year to the next.

SECTION 7.4 CHILD-REARING LEAVE

7.4.1 A full-time employee may request a child rearing leave without pay and benefits (other than as specified in 7.5.3) for a newborn or newly adopted child for a specific time to be established at the discretion of the employee. This leave is limited to a maximum total time of two (2) years. When granted, this leave will be with no accumulation of service for the purpose of time-based benefits.

7.4.2 Employees must give notice of the date of their return to their position at least sixty (60) days prior to their return.

7.4.3 An employee on unpaid child rearing leave may retain health benefits coverage under the District's plan by assuming the full cost of the premium and remitting the same to the District (following any period of leave under the Family and Medical Leave Act).

SECTION 7.5 BEREAVEMENT LEAVE

7.5.1 Three (3) days of bereavement leave with full pay will be granted to full-time employees in the event of the death of any of the following persons: spouse, child, parent (or another person acting in that capacity), brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or person living in the household. Such leave shall not be deducted from a member's accumulated sick or personal leave. Leaves may be extended by the Superintendent in his or her discretion.

SECTIONS 7.6

PART-TIME EMPLOYEE BEREAVEMENT EMERGENCY LEAVE

7.6.1 *Each part-time employee who is not covered by sections 7.1, 7.2 and 7.3 shall be entitled to two (2) days each year of bereavement/emergency leave (each leave day being equal to the employee's regular work day). This leave may be used in the event of the death of spouse, child, parent (or another person acting in that capacity), brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or person living in the household, or in the event of an emergency which, for reasons beyond the control of the employee, prevents the employee from reporting to work or that dictates that employee miss work to deal with the emergency. An employee wishing to use bereavement/emergency leave shall, as soon as he knows of the need for the leave, notify his supervisor in person or by telephone of the reason for the leave and how much leave (one or two days) is needed. There shall be no accumulation of unused bereavement/emergency leave.

SECTION 7.7

LEAVE FOR BREAST AND PROSTATE CANCER SCREENINGS

7.7.1 Employees shall be granted up to four (4) hours of paid leave on an annual basis to undertake a screening for breast cancer; employees shall be granted up to four (4) hours of paid leave on an annual basis to undertake a screening for prostate cancer (i.e., male employees are entitled to a total of eight (8) hours for both screenings.) This leave shall be excused leave and shall not be charged against any other leave to which the employee is entitled. Employees must provide a medical statement signed by their health care practitioner as proof that such screenings were rendered to the employee.

SECTION 7.8

ASSOCIATION LEAVE

7.8.1 The Lyndonville Employees' Association will be granted up to five (5) leave days per year to conduct Association business by attending professional meetings and state conferences. The leave will be granted with the prior approval of the Superintendent.

SECTION 7.9

JURY DUTY LEAVE

7.9.1 Employees summoned for jury duty shall be allowed to serve without financial loss to the employee. The Board will pay the difference between the remuneration received for the jury service and the employee's regular daily pay.

SECTION 7.10

OTHER LEAVES

7.10.1 All other leaves, whether with or without pay, shall require the prior approval of the Superintendent, which may be granted or denied in the sole discretion of the Superintendent.

SECTION 7.11

FAMILY AND MEDICAL LEAVE ACT

7.11.1 Bargaining Unit members shall be entitled to FMLA leave. Such leave shall be taken in a concurrent manner in relation to any accumulated paid leave a member may have available.

ARTICLE 8 - EVALUATIONS

SECTION 8.1

EVALUATIONS

8.1.1 It is the intent of this article to provide evaluation for all employees in order to document the District's assessment of the employee's job performance and communicate that assessment to the employee, in order to enhance the efficient and effective operations of the District.

8.1.2 Each employee will meet with his immediate supervisor (or his designee) during the first two months of the school year to discuss the expectations for his job. Each employee will be provided with a job description as a general outline for this discussion. Following the meeting the immediate supervisor (or his designee) shall send the employee a memorandum identifying the expectations for the employee during that school year.

8.1.3 Each employee will be evaluated in writing by his/her immediate supervisor (or his designee) each school year. The evaluation shall include an assessment of the employee's success in achieving the expectations for that school year. The evaluation shall be completed and delivered to the employee no later than July 10th.

8.1.4 No sooner than three (3) school days and no later than ten (10) school days following delivery of the evaluation to the employee, the immediate supervisor (or his designee) or the employee may schedule a meeting to discuss the evaluation. This meeting can be scheduled up to the first two (2) weeks of the following school year.

8.1.5 Within two (2) weeks of the meeting, the employee may submit a written, dated and signed response to the evaluation. If a response is so submitted, it will be attached to the copy of the evaluation maintained in the employee's personnel file.

8.1.6 If an employee's evaluation and post-evaluation meeting have been conducted by a designee of the employee's immediate supervisor, the employee shall be entitled, upon request, to meet with the immediate supervisor to discuss the evaluation.

ARTICLE 9 - HEALTH BENEFITS COVERAGE

SECTION 9.1

HEALTH BENEFITS COVERAGE

9.1.1 (a) The District shall make available to the employees health insurance coverage through the Orleans-Niagara School Health Plan Consortium. The coverage shall be the Blue Cross and Blue Shield Point of Service (POS) Plan 298, which can be a single, two-person or family plan, with a prescription co-pay of \$5 for generic (with the exception of employees covered under section 9.1.1(f)). The Board reserves the right to change carriers in the event a different company is able to provide substantially equivalent benefits at an equal or lower cost, provided, however, such change shall not affect LEA members by excluding current providers, increasing co-payments or deductibles or eliminating any benefit regularly used by one or more subscribers to the plan. No change will be made without consultation with the Association.

(b) The Lyndonville Employee's Association will assist the Board of Education to reduce the health insurance costs by examining other health insurance programs.

(c) Employees desiring coverage but not presently covered must submit a request for coverage in writing to the Business Office by May 1st for the coverage during the next school year.

1. If a full-time employee who currently (as of June 30, 2013) receives health insurance with full-time basis District contributions elects to be enrolled in the available POS plan, then District contributions will be:

2013-2014: 97%
2014-2015: 95%
2015-2016: 94%

(d) Effective dates of coverage will be subject to the regulations of the health insurance carrier concerning new hires and re-opening dates for employees other than new hires.

(e) The District shall also make available to the current full-time employees as of June 30, 2013, who are currently enrolled in health coverage with full-time basis District contributions, the High Deductible Health Plan that is offered through the Orleans/Niagara School Health Plan (ONSHP) Consortium. The District shall fund 99% of the total premium beginning effective July 1, 2013 through June 30, 2015 and 98% of the total premium beginning effective July 1, 2015. The district will set up a Health Reimbursement Account (HRA) in the member's name of \$750 for a single plan; and \$1,500 for a family plan. The applicable plan document(s) shall be developed by the District in accordance with the Internal Revenue Code.

(f) The District shall make available to the Teacher Aides and Teaching Assistants as of June 30, 2013, two choices of health care. One choice is a single plan of the Blue Cross and Blue Shield Point of Service (POS) Plan 298 with a prescription co-pay of \$5 for generic that is offered through the

Orleans/Niagara School Health Plan (ONSHP) Consortium. The District shall fund 75% of the total premium starting July 1, 2013 through June 30, 2016. The second choice is a single plan of High Deductible Insurance that is offered through the Orleans/Niagara School Health Plan (ONSHP) Consortium. The District shall fund 80% of the total premium starting July 1, 2013 through June 30, 2016. The District will also set up a Health Reimbursement Account (HRA) in the member's name of \$750 for each calendar year starting July 1, 2013 through June 30, 2016.

(g) Employees newly hired in positions that received health insurance contributions prior to June 30, 2013 with effective dates of employment on or after July 1, 2013 in full-time positions shall be eligible to enroll only in the High Deductible Health Plan that is offered through the Orleans/Niagara School Health Plan (ONSHP) Consortium. The District shall fund 80% of the total premium for such employees. The district will set up a Health Reimbursement Account (HRA) in the member's name of \$750 for a single plan and \$1500 for a family plan for the High Deductible Health Plan only. The applicable plan document(s) shall be developed by the District in accordance with the Internal Revenue Code.

9.1.2 In addition to the coverage specified in 9.1.1(a), above, the District shall also make available to the employees health insurance coverage the Preferred Provider Organization (PPO) Plan offered through the Orleans-Niagara School Health Plan Consortium. An employee electing the PPO coverage shall pay the difference between the monthly premium for his coverage and the amount of the District's contribution as set forth in 9.1.1(b) (based on POS premiums) by means of payroll deduction.

9.1.3 A husband and wife employed by the District who are both eligible for a District contribution to their health benefits coverage and who have no dependents will have two single policies or one two-party policy, whichever has the lower total monthly premium and is allowed by the provider. Such a husband and wife with dependents will be eligible for one family policy, and neither shall be eligible for the payment provided in paragraph 9.1.4.

9.1.4 Employees whose spouses carry family benefits coverage at their place of employment (other than the District) shall not be covered by the District's health benefits coverage in any form. Such employees who are otherwise eligible for a District contribution to their health benefits coverage may receive from the District, a payment of \$1,200 in lieu of health insurance coverage. The payment will be made semi-annually, one-half in March and one-half in June and will be pro-rated for those employees hired after the beginning of the school year, with the employee receiving 1/12 of the payment for each complete month for which he or she does not have coverage.

SECTION 9.2

FLEXIBLE BENEFIT PLAN (125 PLAN)

9.2.1 All employees may participate in the District's Flexible Benefits Plan, which allows employees to allocate a part of their compensation to an IRC Section 125 plan on a pre-tax basis. Those monies can then be used to pay for certain forms of benefits. Employees must contact the Business Office for more specific information and the procedures to be followed.

SECTION 9.3

HEALTH INSURANCE FOR RETIREES

9.3.1 Employees entitled to a District contribution to their health insurance premiums, hired before July 1, 2013, who retire from the District with a minimum of ten (10) years of service, at the age of 55 or beyond and with eligibility to collect benefits immediately from the NYSERS or the NYSTRS, as applicable, will be granted one (1) year of District-paid single health benefits coverage for each thirty days of accumulated, unused sick leave. Any block of days less than thirty (30) will be prorated for health benefits coverage. For the purpose of this contract provision, there shall be no limitation on accumulation of sick leave.

The coverage provided to the retirees shall be the same as that provided to the active employees. Retirees entitled to this coverage who wish to have family rather than single coverage will be allowed to purchase family coverage by paying the difference in cost.

Once a retiree is eligible for Medicare coverage, the District's obligation under this provision shall be to provide only gap or complementary coverage.

9.3.2 Any member hired after July 1, 2013 will no longer be eligible for any conversion of their accumulated days converted to years of health insurance upon retirement. The district will set up a Health Reimbursement Account (HRA) in the members name with contributions to be made by the District or in a 403b if the employee does not take district health coverage.

At the completion of each school year, these employees can receive a maximum of \$1000 deposited into an HRA account or in a 403b if the employee does not take district health coverage if they use no sick or personal time in that year. Fifty dollars will be deducted for each full day used.

For computation of section 9.3 only, half sick/personal days will be rounded to the lowest number (example: 2.5 days used=2 X 50 deduction for a total of \$100.00).

This fund may be used at any time to purchase medical insurance for his or her dependents, as well as for reimbursement of any un-insured medical, dental, optical or other health-related expenses for said dependents, which could legally be reimbursed as per the plan documents of the Health Reimbursement Account (HRA) and as per Federal regulations.

SECTION 9.4

DISABILITY INSURANCE

9.4.1 A Disability Plan for off-the-job injuries is made available. If an employee opts to participate, one hundred percent (100%) of the premium will be paid by the employee by a deduction from each paycheck during the school year.

ARTICLE 10 - COMPENSATION

SECTION 10.1

SALARIES

10.1.1 Effective July 1, 2013, the hourly rate of pay for each employee shall be increased by two point eight five percent (2.85%).

10.1.2 Effective July 1, 2014, the hourly rate of pay for each employee shall be increased by two point nine five percent (2.95%).

10.1.3 Effective July 1, 2015, the hourly rate of pay for each employee shall be increased by two point nine five percent (2.95%)

10.1.4 10 month employees, with the exception of bus drivers, shall have the option of having their payroll calculated into 26 equal paychecks, by following procedures and completing forms as prescribed or required by the District.

10.1.5 All payments of salary will be made through direct deposit.

10.1.6 During the term of this Agreement, a newly hired employee shall start at an hourly wage rate no less than the following:

	<u>2013-14</u>	<u>2014-15</u>	<u>2016-17</u>
Keyboard Specialist	\$10.00	\$10.00	\$10.00
Senior Account Clerk	\$12.00	\$12.00	\$12.00
Teacher Aide	\$ 8.75	\$ 9.00	\$ 9.50
Secretary I	\$12.50	\$12.50	\$12.50
Cafeteria or Bus Monitor	\$ 8.75	\$ 9.00	\$ 9.50
Nurse	\$14.00	\$14.00	\$14.00
Teaching Asst. Level I	\$ 9.00	\$ 9.50	\$10.00
Teaching Asst. Level II	\$ 9.75	\$10.25	\$10.75
Teaching Asst. Level III	\$10.50	\$11.00	\$11.50

10.1.7 In any year, an employee hired before 7/1/2013 must be at least \$.50 above the starting salaries after annual increase in section 10.1.1. In the 2013-14 school year only, a Teaching Assistant hired prior to 9/1/2011 with at least five years longevity with the Lyndonville School District, shall receive \$1.40 more per hour to their current hourly rate.

Such employee shall then receive increases in their hourly wage rate in accordance with either or both of 10.1.2 and 10.1.3, depending on the employee's date of hire.

10.1.8 Perfect Attendance – Any ten (10) month employee member who has perfect attendance (excludes personal or bereavement leave) shall receive a Perfect Attendance stipend of three hundred (\$300) dollars payable in the last paycheck of the year in which they had perfect attendance.

10.1.9 Employees shall be paid their hourly rate for all time actually worked (with the exception of certain duties of School Bus Drivers, as set forth in Section 11.6). If an employee is paid a salary based on an estimated number of hours of work in each pay period, any additions or subtractions needed to compensate the employee for actual hours worked shall be made in the next paycheck after the need for the adjustment is known.

10.1.10 Any LEA member who serves in the capacity of Student Activities Central Treasurer shall receive an additional stipend of seven hundred fifty (\$750.00) dollars per school year. Any LEA member who serves in the capacity of Claims Auditor shall receive an additional stipend of seven hundred fifty (\$750.00) per school year.

SECTION 10.2 PROFESSIONAL DEVELOPMENT

10.2.1 Each year the District shall make available to the Association an amount of money no less than \$1,500 to be used for professional development activities of employees in the unit. A committee of employees designated by the Association President shall determine what the activities will be, subject to the approval of the Superintendent. Such activities may be provided for all employees or only some of the employees in the unit, as shall be determined by the committee and approved by the Superintendent. Such activities shall not be eligible for payment under paragraph 10.2.2.

10.2.2 Clerical employees, Teaching Assistants, Teacher Aides, and full and part-time School Nurses shall be paid an additional \$20 per year for each credit hour of college courses for which they have received prior approval from the School Business Administrator for salary credit. In addition, such employees who successfully complete in-service programs designed to enhance their work skills will receive in-service credit for programs that receive prior approval from the School Business Administrator for salary credit. Such courses must be taken outside of the regular school day, and all expenses for registration and travel must be paid by the employee. Fifteen (15) clock hours of in-service shall equal one credit hour.

SECTION 10.3 TAX SHELTERED ANNUITIES

10.3.1 Employees may have the District deduct from their pay an amount for tax sheltered annuities. The employee must contact the Business Office and follow the procedures that have been established for the tax sheltered annuities.

ARTICLE 11 - SCHOOL BUS DRIVERS

SECTION 11.1 MEDICAL EXAMINATIONS

11.1.1 All new drivers must pass a medical examination prior to being hired as a school bus driver. In addition, the New York State Department of Education requires all School Bus Drivers to have an annual medical examination. Such examination must be within the thirty (30) days prior to the start of school. All School Bus Driver medical examinations must be performed by a physician designated by the District. If the State requirements for the bus drivers should change, the terms of this paragraph shall be changed accordingly.

SECTION 11.2 WORK YEAR AND DAY

11.2.1 The work year for School Bus Drivers shall consist of the days that students actually attend school.

11.2.2 The work day for each School Bus Driver shall be scheduled by the District.

SECTION 11.3 LEAVES OF ABSENCE

11.3.1 All School Bus Drivers are eligible for leaves of absence as provided in sections 7.1, 7.2, 7.3, 7.6, 7.7, 7.8, 7.9 and 7.10. For the purposes of paragraph 7.1.1, they receive the same amount of sick days and accumulated sick days as Teaching Assistants, Teacher Aides and School Nurse. The days granted to School Bus Drivers under these provisions are equal to the number of hours in the driver's regular runs, exclusive of any extra trips.

SECTION 11.4 DISABILITY INSURANCE

11.4.1 A Disability Plan for off-the-job injuries is made available. If a bus driver opts to participate, fifty percent (50%) of the premium will be paid by the employee by a deduction from each paycheck during the school year.

SECTION 11.5 HEALTH BENEFITS COVERAGE

11.5.1 All School Bus Drivers are eligible for the same health benefits program as the other employees in the unit, as defined in paragraphs 9.1.1(a), 9.1.1(b), 9.1.1(c), 9.1.1(d), 9.1.1(e), 9.1.2, 9.1.3 and 9.1.4.

11.5.2 (a) For drivers hired prior to July 1, 2003 the District will make contributions to the monthly premiums as follows:

(i) the District will pay ninety-seven percent (97%) of the monthly POS premium for single, two-person, or family coverage for the 2013-2014 school year:

(ii) the District will pay ninety-five percent (95%) of the monthly POS premium for single, two-person, or family coverage for the 2014-2015 school year:

(iii) the District will pay ninety-four percent (94%) of the monthly POS premium for single, two-person, or family coverage for the 2015-2016 school year.

(b) For drivers hired on or after July 1, 2003 the District will make contributions to the monthly premiums as follows:

(i) the District will pay forty-nine percent (49%) (forty-eight (48%) if hired after May 1, 2011) of the monthly POS premium for single or family coverage

(c) For any driver who must make a contribution to his health insurance premium, that contribution shall be made by payroll deduction.

SECTION 11.6 REGULAR RUNS

11.6.1 School Bus Drivers shall be paid their regular hourly rate for the time spent driving their regular runs. "Regular runs" are runs which transport students from their homes to a Lyndonville school, or the reverse, are driven each school day, include at least three (3) students in the vehicle and occur at the start or end of the student day. In addition, they shall be paid for 15 minutes each day for pre-run inspection and 15 minutes each day for post-run inspection/cleaning.

(a) The 3:30 p.m. run which is to transport students who stay in school past 2:35 p.m. to receive extra help, or to attend Band and Chorus instruction, or who attend BOCES, or who miss the 2:35 p.m. bus run and need a ride home at 3:30 p.m., will be paid at the bus driver's regular hourly rate.

SECTION 11.7 EXTRA RUNS

11.7.1 School Bus Drivers shall be paid \$12.00 per hour for the time spent driving extra runs. "Extra Runs" are runs that encompass everything else other than a "Regular Run" and the 3:30 p.m. bus run: which transport students from their home or from a Lyndonville School to another school or educational facility (such as BOCES, another school district, a private school or a special education placement", or the reverse, the 5 p.m. bus run, sports trips, field trips, summer literacy program, parade transportation and any other driving work which is not a regular daily run. The Transportation Manager will set up a rotation for away trips, which will be subject to approval of the School Business Administrator.

(a) Each field trip, sports trip and parade transportation shall have a guaranteed minimum of two (2) hours of paid working time.

(b) Each 5 p.m. Bus Run, Summer Literacy Program Bus Run and any extra transport during the day when a driver is not scheduled to drive that was not regularly scheduled (discipline, tardy students, illness) shall have a guaranteed minimum of one (1) hour of paid working time.

ARTICLE 12 – MISCELLANEOUS

SECTION 12.1 MISCELLANEOUS

12.1.1 Extra-curricular assignments for the District shall be offered to all qualified and properly trained members of LEA.

ARTICLE 13 – LAYOFFS AND RECALLS

SECTION 13.1 LAYOFFS AND RECALLS

13.1.1 This Section applies to all positions in the Unit except those in the competitive class. Employees in competitive class positions will be laid off and recalled in accordance with sections 80 and 81 of the New York State Civil Service Law (or successor provisions thereto) and the applicable provisions of the Orleans County Civil Service Rules and Regulations.

Whenever the number of employees is to be reduced, the employees will be laid off in inverse order of their seniority based on employees original hire date. An affected member who is in a Non-competitive class position according to the Orleans County Civil Service Rules may “bump” back into a position of an equal or lower grade scale provided they have more district seniority based on original hire date. These bumping rights may be exercised before the District resorts to a preferred eligible list.

Whenever there is to be an increase in the staff or a vacancy (unencumbered by an employee on leave of absence) and there are employees who were laid off from positions in that job classification less than 48 months earlier and who have not previously been offered recall, then such employees will be recalled to the open positions in that job classification in order of their seniority which will be based on the employees original hire date. The District has no obligation to recall an employee who has been on layoff for 48 consecutive months or more and such an employee shall be removed from the recall list and the seniority/District service lists.

If the District plans to reduce staff, the Union and the employees to be laid off shall each receive notice thereof not less than two weeks prior to the effective date thereof.

Notice of recall to employees on layoff for less than 48 consecutive months shall be sent by certified mail, registered mail, priority mail, or personal delivery, to the employee being recalled at the address on file with the District's Personnel Office, but this shall not preclude the District from contacting the employee by telephone. The notice shall specify the time, place, position and supervisor to whom the employee shall report for duty and shall direct the employee to call and/or write to the District's Personnel Office to notify it of the employee's decision concerning acceptance or refusal of the recall. The District may require the laid off employee to provide a written acceptance of recall, and if the laid off employee fails to do

so then such failure may be deemed a declination. An employee on layoff shall notify the District's Personnel Office of any change of address. The District shall be entitled to rely on the last address submitted by the employee. The District is not obligated to recall an employee who is unfit for duty because of an illness or injury which occurred during layoff.

If an employee is offered reinstatement (recall) as provided for in this section and the employee does not accept such recall, then the employee shall be removed from the recall list and the seniority/District service lists.

ARTICLE 14 – DISCIPLINARY PROCEEDINGS

SECTION 14.1 DISCIPLINARY PROCEEDINGS

14.1.1 The procedure set forth in this Section constitutes the sole and exclusive method by which questions concerning the discipline or dismissal of an employee shall be determined. The parties intend that this procedure shall replace proceedings pursuant to Sections 75 and 76 of the New York State Civil Service Law. Accordingly, an employee who has been disciplined or dismissed does not have the right to hearings, appeals or other procedures pursuant to Sections 75 and 76 of the New York State Civil Service Law.

An employee serving pursuant to a permanent appointment and who has completed probation shall not be placed on disciplinary suspension, reprimanded, demoted (except as a result of layoff or recall actions), dismissed or otherwise disciplined without just cause. An employee may be suspended from the performance of duties pending investigation of a matter which may lead to discipline, but any such suspension shall be without loss of straight-time pay.

The District has the sole and exclusive right to discipline and dismiss probationary and provisional employees and such employees may not contest dismissal and disciplinary matters by resort to the grievance procedure.

A reprimand can only be issued by the Superintendent or the Board of Education. It must be in writing. A copy of the reprimand will be placed in the employee's personnel file. If the employee believes that the reprimand is without just cause, the employee may either submit a grievance alleging a violation of paragraph of this Agreement or the employee may, within the time limit applicable for submitting a grievance, submit a written rebuttal to be attached to the copy of the reprimand in the personnel file.

ARTICLE 15- DURATION


SECTION 15.1 DURATION

15.1.1 The terms of this Agreement shall be effective as of July 1, 2013, and shall continue in effect through midnight on June 30, 2016.

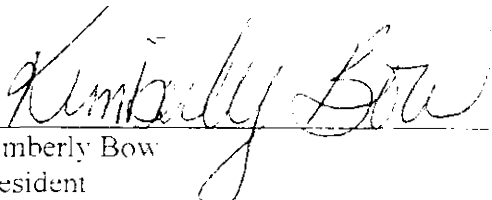
IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their hands to this document on the dates indicated below.

FOR THE DISTRICT

FOR THE ASSOCIATION



Jason A. Smith
Superintendent of Schools



Kimberly Bow
President

Date: 6/25/13

Date: 6/25/13