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**Contract Database Metadata Elements**

Title: **Lyons Central School District and Lyons Support Staff Association (2007)**

Employer Name: **Lyons Central School District**

Union: **Lyons Support Staff Association**

Local:

Effective Date: **07/01/07**

Expiration Date: **06/30/10**

PERB ID Number: **8079**

Unit Size: **60**

Number of Pages: **31**

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GEN 8079

AGREEMENT  
BETWEEN  
THE CHIEF EXECUTIVE OFFICER FOR  
THE BOARD OF EDUCATION  
LYONS CENTRAL SCHOOL DISTRICT NO. 1  
AND  
LYONS SUPPORT STAFF ASSOCIATION

EFFECTIVE  
JULY 1, 2007 through JUNE 30, 2010

Under provisions of the  
"Public Employees Fair Employment Act"

**RECEIVED**

DEC 05 2007

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

**Preamble, Duration, Legislative Implementation,  
Recognition, Management Rights**

1. Preamble  
Pursuant to Article 14 of the State Civil Service Law, this agreement entered into by and between the Superintendent of the Lyons Central School District, hereinafter called the Superintendent, and the Lyons Support Staff Association, hereinafter called the "Association."
2. Duration  
This agreement shall remain in effect from the time both parties have signed to June 30, 2010.
3. Legislative Implementation  
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, therefore, shall not become effective until the appropriate legislative body has given approval.
4. Recognition  
The Lyons Central School Board of Education, having determined that the Lyons Support Staff Association is supported by a majority of the employees in a unit comprised of and including all full-time and part-time clerical, custodial, building and grounds, teacher aides/teacher assistants/monitors other than (bus monitors), food service and mechanics, but excluding teachers, bus drivers, bus monitors, supervisors, superintendent's secretary, Assistant Superintendent for Business' designated payroll clerk and designated account clerk, BOCES employees substitutes, casual and temporary employees and all other employees hereby recognizes the Lyons Support Staff Association as the exclusive negotiating agent for the employees in such unit. Such recognition shall extend for the maximum of time permitted by provisions of the Taylor Law.
5. Management Rights  
The union recognizes that all of the functions, rights, powers, responsibilities and authority of the employer in regard to the operation of its school district and the direction of its work force which the employer has not specifically abridged, deleted, delegated, granted or modified by this agreement are, and shall remain, exclusively those of the employer.  
  
In the exercise of such rights above the management of the District shall comply with the provisions of this agreement.
6. Savings Clause  
If any provision(s) of this Agreement or any applications of the Agreement to any unit member or group of unit members shall be found contrary to law, then, such provision(s), or application(s) shall be deemed invalid, but that all other provisions or applications shall continue in full force and effect.

## Article I

### A. Grievance Procedure

1. A grievance is a claim by an employee or group of employees that there has been a violation, misinterpretation, or inequitable application of any provision of the agreement.
2. The aggrieved employee will first take the matter up informally or verbally with their immediate supervisor. The aggrieved employee may be accompanied by a representative of their choice. Such informal contact must be made within twenty (20) work days of the event or occurrence giving rise to the claimed grievance. The immediate supervisor will respond in writing within five (5) work days.
3. Informal settlements at any stage shall bind the immediate parties to settlement but shall not be precedents in later grievance proceedings.
4. If the grievance is not resolved informally within the five (5) work day period, it is to be reduced to writing and presented to the Superintendent within the next five (5) day period by the aggrieved employee. The Superintendent will meet with grievant and their representative within ten (10) work days after receiving the written grievance. Information as to the nature of the grievance and its resolution shall be available to both parties.
5. If the grievance is not resolved by the written decision of the Superintendent, delivered to the grievant within ten (10) work days after said meeting, it may be submitted by the grievant or the Association to the Board within the next five (5) work day period for resolution. The Board will schedule a hearing to take place within twenty (20) work days or at the next regular Board of Education meeting, whichever is later, after receipt of the grievance.
6. The Board of Education will issue a written decision on the grievance within fifteen (15) work days after the Board hears the grievance.
7. If the grievance remains unresolved, by written decision by the Board of Education within fifteen (15) work days from the hearing, the grievant may file a written demand for binding arbitration upon the District within fifteen (15) working days after the receipt of the Board of Education decision. If the grievant does not proceed to arbitration within fifteen (15) working day limit, the grievance shall be deemed abandoned.
8. The arbitrator shall hear the matter promptly and issue his/her decision in accordance with the Rules of the American Arbitration Association, or as otherwise agreed upon by the parties in a given case. The arbitrator's decision will be set forth in writing and will set forth findings of fact, reasoning and conclusions on the issue(s) submitted to the arbitrator.

The arbitrator has no power to modify, alter, add to or subtract from the provisions contained in the Agreement. The arbitrator shall have no power or authority to make any decision, which requires the commission of an act prohibited by law or which violates the terms of this Agreement.

The decision of the arbitrator shall be final and binding.

9. Upon mutual agreement, the time limits in the Grievance Procedure above may be extended or condensed.

10. An arbitrator shall be selected from the American Arbitration Association panel pursuant to the rules of the procedure of the American Arbitration Association and the arbitration itself shall be so conducted.
11. Fees and disbursement of the American Arbitration Association and the arbitrator shall be shared equally between the District and the Association. the grievant and/or his/her representative whose attendance is necessary at an arbitration hearing shall be released with full pay from duties, which time shall not be charged against sick leave or personal leave. The cost of substitute, if any required, shall be borne by the District and the Association, equally.

## **Article II**

### **Working Conditions**

#### **A. Working Conditions**

1. All employees will be compensated for hours required to work outside normal working hours. Less than 40 hours per week employees will receive their regular rate of pay if required to work beyond their regular work day. Mechanics and Custodians only will have the option of being compensated at time and one half for each hour worked beyond forty hours or compensatory time at 1 1/2 hours for each hour worked beyond forty. All other employees will be compensated at the time and one half rate for each hour worked beyond 40 hours. Holiday and sick hours are to be included in computing the 40 hours.
2. Employees who are asked to work on Saturday and Sunday will be paid at a work rate to be one and one half times their regular rate of pay. It is understood that the time and one half would apply to all days that employees are required to work beyond their regularly scheduled work week.
3. Discipline/Discharge.
  - a. Probationary employees. Probationary who are dismissed during their probationary period do not have Section 75 rights and they do not have the right to file a grievance under Article I – Grievance Procedure.
  - b. Non-competitive and labor class unit employees who have successfully completed the probationary term and who have three (3) years or less of employment with the District are subject to discipline/discharge using the Section 75 Civil Service Law standards (i.e. for misconduct and/or incompetence). If a unit employee in this category disputes the discipline or discharge, he/she may file a grievance using the Grievance Procedure, Article I, Section A, subsections 1 through 6, ending with the Board of Education making the final determination (no binding arbitration).
  - c. Non-competitive and labor class unit employees who have more than three (3) years of employment with the District who become subjects of any discipline/discharge action shall be offered all procedures and rights contained in that law.
  - d. Competitive class employees who have successfully served the probationary period are subject to Section 75, Civil Service Law, should the District decide discipline or discharge is necessary.

B. Protection of Employees

1. Assistance in Assault Cases

- a. As soon as possible, supervisors and employees shall be required to report in writing any case of assault on employees, in connection with their duties, to the Superintendent or his or her representative. The Superintendent or his representative shall acknowledge receipt in writing of such complaint and shall report his information to the Board.
- b. The Board's attorney shall notify the employee of his/her rights under the law and his readiness to assist the employee.

2. Compensation for Lost Time

Should an assault on an employee result in loss of time and occur during the performance of his/her duties, the employee shall be paid in full for a period not to exceed six months and such paid absence shall not be deducted from any sick leave to which such employee has not been personally negligent with reference to the incident. The Board may require a doctor's certification for the time lost.

3. Personal Property Reimbursement

The district will reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in discharge of his/her duties within the scope of his/her employment, provided however, that the employee has not been personally negligent with reference to the incident.

4. Prosthetic Devices Reimbursement

The district will reimburse employees for reasonable costs of replacing or repairing dentures, eyeglasses, hearing aids or similar bodily appurtenances not covered by workman's compensation which are damaged, destroyed or lost as a result of an assault or injury sustained in the course of the employee's employment while discharging his/her normal duties, provided, however, that the employee has not been personally negligent with reference to the incident. Such payment will be subject to a \$10.00 deductible. A written report of the incident and an estimate of the cost shall be presented to the Building Principal within one week of the incident.

C. Employee Observation & Evaluation

1. All monitoring or observation of the work performance of the employee will be continuous and conducted openly. Openly to mean the public address or audio systems shall not be used for this purpose.
2. All employees shall be evaluated at least once per year. Additional evaluations may be requested by the employee or administrator/supervisor.
3. **Employee evaluation may also include a goal setting conference whereby the employer and supervisor will establish specific goals to help in the evaluation process.**

4. A conference will be held between the employee and the administrator/supervisor to discuss the Administrators/Supervisors evaluation report.

5. **For Teaching Assistants only, the evaluation process shall include goal setting, a minimum of one formal observation and a year-end evaluation.**

D. Files

1. With one day notice, employees will have the right in the presence of a witness selected by the employees, if the employees so desires, to review the contents of their official personnel folder. The employer has the right to have a representative present while the employee reviews his/her file.

2. It is understood the district will have all material concerning an employee written after the effective date of signing placed in one file in one location. Should the district decide to discipline an employee, then material that will be used during any hearing will be put together in one file for review by the employee.

3. With the exception of confidential, pre-employment materials, and material generated before the signing of this agreement, no material derogatory to a employee's conduct, service, character, or personality will be placed in his/her personnel folder unless the employee has had an opportunity to review the material. The employee will acknowledge that he/she has had the opportunity to review such material by affixing his signature to the copies to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and his answer shall be attached to all copies. The employee will also have the right to submit a written answer or response to such material and his/her answer must be attached to all copies and any such answer/response shall have the date of such response/answer.

E. Summer Hours/Recess Hours

For the term of this contract, summer hours for 12 month employees will be as follows:

1. Custodian Staff: The immediate supervisor will establish a schedule. Night custodians will be assigned daytime hours similar to the day custodians during the summer.

2. Secretarial Staff: 8:00 A.M. - 3:30 P.M. with 1/2 hour lunch or  
7:30 A.M. - 3:30 P.M. with 1 hour lunch

Superintendent to be notified prior to the Monday after graduation of summer hours.

3. Mechanics: The immediate Supervisor will work out a schedule.

G. Vacations

1. Only twelve (12) month personnel are eligible for paid vacations.
2. The employee who wants five (5) or more consecutive days of vacation must request this vacation time in writing to his/her immediate supervisor at least two (2) weeks prior to the request.
3. New unit employees.  
For the first school year or portion thereof, the vacation benefit will be prorated. For example, an employee hired on October 15 of any school year will receive on the following July 1<sup>st</sup>, seven vacation days to be used during that school year.

4. Accumulation

If a unit employee is appointed from July 1<sup>st</sup> through September 15<sup>th</sup> of any school year, the employee will be credited with one year of service on the following July 1<sup>st</sup>, thus they will be entitled to receive ten (10) vacation days. For example, an employee hired on September 10, 1999, will be credited with ten (10) vacation days on July 1, 2000. Those days can then be used during the 2000-2001 school year.

If an employee is credited with one full year through five (5) full years of service, the employee will receive ten (10) days of vacation each July 1<sup>st</sup>.

If an employee is credited with six full years through ten (10) full years of service, the employee will receive twelve (12) days of vacation each July 1<sup>st</sup>.

After an employee is credited with eleven (11) full years of service, the employee will receive fifteen (15) days of vacation each July 1<sup>st</sup>.

Vacation time shall not be cumulative and will begin July 1st of each school year.

H. Employee Residing Out of District

Any employee who resides outside the Lyons Central School district shall be allowed to have their dependent children attend the Lyons Central School District tuition fee. This may require that the District issue a 1099 form to the employee.

I. One on One Aides

**One-on-one aids are assigned to a specific child. Should that child leave school during the school year, the one-on-one aide that no longer is assigned a child has seniority rights to another aide/monitor position based on seniority rights, however, that aide cannot "bump" another one-on-one aide. One-on-one aides are assigned to a specific individual/student and there should be no change due to seniority in that position.**

**In addition, should the child not return in September, then all aide/monitor positions will be assigned by the district and should there need to be an elimination of an aide/monitor it will be done by seniority even if it means changing one-on-one aides.**

**Simply put, a one-on one aid cannot be replaced by seniority during the school year however, can be changed because of seniority in September. A removed one-on-one aide can bump another aide/monitor because of seniority, but not another one-on-one aide.**



### **Article III Leave Policies**

A. Personal Business Day

Up to two days (three days for full-time 12 month employees only) per year of personal leave will be granted to each employee without a specific statement of reason. Whenever and to the extent possible, twenty-four hours notice will be given to the supervisor on the agreed-to form. In the event that 24 hour notice is not possible, the form will be completed upon return to work. No more than 5% of the support staff in each building may utilize personal leave on any one school day, and it is understood that the primary purpose of the personal leave program is to permit paid absence from the District for non-recreational and non-social purposes or business that cannot be dealt with during non-working hours. Use of such days for personal vacation or family travel, extending a vacation or holiday is prohibited. Unused personal leave days shall be accumulated into the employee's unused sick leave total.

B. Sick Leave

Fourteen days of sick leave shall be awarded to each twelve (12) month employee, thirteen (13) days of sick leave shall be awarded to each eleven (11) month employee, and twelve (12) days of sick leave for each ten (10) month employee, on the first day of each school year. These days are for use by the employee for purposes hereinafter set out, and which, to the extent unused, shall be accumulative with no maximum accumulation. An employee may use up to his/her maximum accumulation during the school year. The school administration shall have the right to require a doctor's certification of illness. Any pay loss for employee absence extending beyond available accumulated sick days and any sick leave bank days the employee may be eligible for, will be at the daily/hourly rate of the employee's regular salary.

In the event that a employee knows in advance of the need to use sick leave due to scheduled surgery, pregnancy, etc., the Superintendent via the Supervisor shall be notified as soon as practicable. The employee shall furnish his/her physician's estimate of the beginning and ending dates of the period of disability.

Part-Time Employee Sick Leave

Effective July 1, 1999, each part-time employee shall receive two days of sick leave for each one-hour of work per day (i.e. An employee who works two hours per day shall receive two sick days per school year).

This leave may be used for illness of the employee or for a member of their immediate family when the illness requires the presence of the employee. Immediate family is defined for the purpose of this provision only as a spouse, child, or relative living in the employee's household.

After an employee uses three (3) consecutive days of sick leave, the District may ask for a doctor's excuse from the staff member.

Paid sick leave days may be utilized by individual employees for the following reasons and under the following circumstances only:

1. Sick Leave: Absence of an employee occasioned by the personal, physical disability or illness of the employee.
2. Illness in/outside of Household: Paid absence, not to exceed ten days per year, non-cumulative, may be utilized for illness or accident within the employee's household or outside the household limited to parent or child, reasonably requiring the presence of the employee with such a sick or disabled person. After an employee uses three (3) consecutive days of sick leave, the District may ask for a doctor's excuse from the staff member for the immediate family member. At the discretion of the Superintendent, these days may be granted for additional family members outside the household.
3. All the forgoing uses of paid sick leave time may be taken in units no smaller than one-half hour of a day, must be charged against the employee's accumulated sick leave time, and in each case, the District may require a physician's certification of the reason for absence justifying the payment of salary during the absence.

C. **Time Without Pay: The Lyons Central School District discourages use of time without pay. However, should an employee need to use time without pay, they may request such time in writing to the Superintendent. The decision of the Superintendent is final and no grievance or other recourse may be used to reverse or change that decision.**

D. Sick Leave Bank

It is requested of the Board of Education that the Lyons Central School District establish a Sick Leave Bank for the purpose of protecting Lyons Support Staff Association from financial burden due to prolonged absence from serious illness, serious accident or serious disability.

The following is a definition of the terms used in this proposal:

1. Prolonged absence is defined as an involuntary absence for serious illness or serious non-work related accident or non-work related serious disability which is in existence for more than ten (10) consecutive school days.
2. A unit is defined as the member's regular hourly workday.
3. A day is defined as an 8-hour workday.
4. Employee is defined as someone employed full time and has completed at least 26 weeks of employment.
5. The required contribution to the Sick Leave Bank will be two (2) units, after which the procedures in #6 below will be followed:
6. A minimum requirement of one unit will be required for each participant until a maximum of 200 days has been accumulated in the Sick Leave Bank. When the maximum of 200 days has been reached it will only be necessary for new employees to join the Sick Leave Bank by contributing.

An employee of the School District, who is not covered by a contract with the Lyons Central School District may become a member of this Sick Leave Bank by also following the procedure outlined below:

Should the sick Leave Bank be depleted below 125 days, on October 1st of each year, each member would be required to contribute two units the first year and then at least one unit per year until the Sick Leave Bank reached 200 days, to maintain their membership in the Sick Leave Bank.

Employees may use Sick Leave Bank days upon meeting the following terms and circumstances:

1. The employee must be a current member of the Bank by having followed the procedure for membership as outlined above;
2. The member must have exhausted his or her regular paid sick leave;
3. The member must have been sick ten (10) consecutive school days prior to the commencement of Sick Leave Bank benefits. The ten days commence with the first day of absence.
4. A member is limited to sick leave bank usage in a given school year equal to .5 times the number of available days in the sick bank times the member's unit work day, e.g.

Member's unit day = 3 hours  
100 days in Sick Leave Bank  
.5 x 100 days x 3 hours = 50 x 3 = 150 hours.

5. There must be days in the Sick Leave Bank for use;
6. The member must submit verification of the medical condition by the physician;
7. For each period of absence, the above conditions must be met before days from the Sick Leave Bank may be used;
8. No benefits of the Sick Leave Bank may be used while on unpaid leave or after leaving Lyons Central School system;
9. Employees who use the Sick Leave Bank are expected to return to work at the end of their disability.

Upon return to service for the District, each member of the sick leave bank has an obligation to repay those days received. The method for repayment will be as follows:

1. The total number of days received from the bank will be divided by ten (10) and one-tenth (1/10<sup>th</sup>) of the total number of days received will be deducted from the unit member's sick leave days for ten (10) consecutive years.
  2. No unit member will be required to repay more than five (5) days to the bank per year.
  3. Should a unit member retire prior to the repayment of all of the sick leave bank days, any days owed will be forgiven.
  4. There is a maximum payback of fifty (50) days per career.
10. An employee may not use more than 90 sick leave days per occurrence.
  11. The Sick Bank Leave shall be administered by a committee of five (5), three (3) unit members appointed by the Association and two (2) persons appointed by the Superintendent. The committee, by a majority vote, will determine which sick leave bank members receive or be denied bank days. This approval/denial is totally at the discretion of the sick leave bank committee

and no grievance or other recourse may be filed to reverse or change their decision. The Sick Leave Bank committee may at its discretion make adjustments in unusual circumstances.

E. Bereavement

Each employee may use up to three (3) paid days leave, non-cumulative, for each death in the immediate family of the employee. Immediate family is for this purpose defined as including the employee's spouse, child, child's spouse, parent, brother, sister, grandparent, grandchildren, or corresponding member of the employee's spouse's family, including any legal guardian for the employee or any individual living in the employee's immediate household.

F. Extenuating Circumstances

1. In unusual circumstance, the employee may apply to the Board of Education for extensions beyond the limits for previously granted paid leave days. In an emergency situation, the employee may apply to the superintendent for extensions to paid leave days.

2. Unpaid leaves of absence may be granted at the Board's discretion.

G. Extended Childbearing/Child-Rearing Leave

1. An extended child-rearing leave without pay shall be granted to an employee for the purpose of child-rearing for a period not to exceed two years. An employee may opt to include childbearing in this leave.

2. The Superintendent via the Supervisor shall be notified by the individual as soon as possible of the intent to take a child-rearing leave and when he/she wishes to commence and to end the leave.

3. It is understood that during the period of the leave, that an employee's rights to seniority will be frozen until his/her return to work.

H. Part-time Employee Benefits

Employees hired after July 1, 1995 and working 30 hours or more per week for at least the school year will be considered full-time. Employees hired after July 1, 1995 and working less than 30 hours per week for at least the school year will be considered part-time.

On the next page is a chart distinguishing part-time vs. full-time benefits:

	<b>Full Time 30 hours or more/week</b>	<b>Part Time Less than 30 hours/week</b>
Health Insurance	X	May participate at full cost
Dental Insurance	X	May participate at full cost
Sick Time (Illness in household)	X	Two day(s) per one hour of work per day
Personal Business time	X	
Bereavement Time	X	
Vacation Time	X (12 month only)	
Sick Leave Bank	X	
Extended Leave	X	
Section 105 Plan	X	
Section 125 Plan	X	X
Retiree Health Insurance	X	May participate at full cost with 20 years of employment
Paid Holiday	X	
Longevity	X	
Shift Differential	X	X
Unemployment Insurance	X	X
Workers' Comp.	X	X
ERS (optional)	X	X

I. Procedures for Illness of Injury to an Employee That Requires Treatment

All employees are eligible for Workers' Compensation while performing their duties. The following procedures must be initiated when an employee is injured:

1. Report the injury or accident to your supervisor and school nurse immediately (if one is in your location).
2. Employees may use the physician of their own choice or use the school physician for treatment. The supervisor must be informed of your choice immediately.
3. The supervisor will complete an accident report (C-2 - Workers' Compensation Form), and forward it to the Business Office. If the injury or accident is serious, the Superintendent's Office or Business Office must be notified immediately.
4. In order to be eligible for Workers' Compensation the employee must inform the treating physician that a Workers' Compensation Form must be filed. The treating physician must forward a copy to the district.
5. If there is anticipated loss of time from work, the employee must contact the supervisor to inform him/her of the employee's status and date of return to work, if known. The supervisor will then inform the Business Office.
6. When the employee is ready to return to work, the treating physician must provide a written statement regarding the ability of the employee to resume normal activities or to identify any restrictions. This statement must be given to the Supervisor and then forwarded to the Business Office.
7. If it is necessary, the school physician may contact the treating physician for clarification of the injury or illness. Also, the school physician may find it necessary to examine the employee prior to his/her return to work. If an examination is necessary, the Business Office will contact the employee to schedule an appointment.

J. Conferences

1. Conference Requests: The request for approval of conference attendance forms shall be submitted to the Supervisor for approval by the Superintendent.

This request together with a copy of the program if available, shall be turned in a minimum of one week prior to attending a conference.

2. Expenses: The school district will pay the cost of the registration fee and any other such fee necessary for materials at the conference, transportation allowable up to the mileage to and from the conference within the State of New York.

The District further agrees to pay 50% of the cost of lodging for approved conferences, where such lodging is deemed necessary.

If the District is requiring an employee to attend a conference, the District will pay all reasonable expenses. Following attendance at a conference an Expense Voucher with all substantiating receipts must be filed with the Supervisor before reimbursement for such expenses will be approved and paid.

Only claims or expenses up to the amount requested and approved shall be submitted for payment.

3. Reporting on Conference: A report and evaluation of all meetings for which expenses are paid by the District must be submitted to the Supervisor, before expenses will be paid.

K. Inservice

1. If employees are required by the District to participate in inservice programs outside of working hours, the employee will be compensated for that time spent in the actual program exclusive of travel, study and preparation time.

2. All inservice training must be approved by the Superintendent.

3. In-service training will be paid at the employee's regular hourly rate.

## Article IV Layoff and Recall

### LAYOFF & RECALL

- A. If, in the District's opinion, it becomes desirable to lay-off employees, those employees within a job classification would be laid-off in the inverse order of their seniority. The procedures of this Article (A-E) are not applicable to the competition class civil service employees and retention rights are governed by New York State Law and the applicable rules and regulations.
- B. The following are the job classifications:
1. Cleaners/custodians
  2. Mechanics
  3. Clerical - Civil Service Law will be followed regarding this classification.
  4. Cafeteria Workers
  5. Teacher Assistants
  6. Teacher Aides
  7. Monitors

For purposes of bumping into a lower job classification, the following list will serve as the highest job classification to the lowest classification. All other classifications may only bump within their own job classification.

Teacher Assistants  
Teacher Aides  
Monitors

- C. Total years of experience will be determined from the date originally hired, no matter what the position, to the present time, minus any time-off while on an unpaid leave. Position means any regularly scheduled full or part-time job that was not simply a per diem job. Hired shall mean the first day actually scheduled to work. Should two employees begin the same day the employee that appears first in the Board of Education minutes shall then be considered more senior.
- D. If employees are laid off, those employees would be placed on a preferential recall list for a period of three (3) years from the effective date of the layoff. Such employees would be recalled to the job classification from which they were laid off in the order of seniority at the time of the layoff. To be eligible for such recall the laid-off employee must keep the District apprised, in writing, of that employee's current mailing address. The notice of recall will be mailed to the last known address. The employee must notify the District, in writing, of his/her acceptance of the position within seven (7) calendar days after the date of the letter of the recall. If the employee does not respond in a timely manner, or rejects the offered position, this will count as a pass. When the employee has passed on one (1) previous occasion and passes a second time, that employee's name will be removed from the preferential recall list.
- E. Vacancies/Transfers  
The district will notify the Association President of any vacancies or opportunity for transfer within the unit prior to any application deadline for the position. Any unit member who meets the published qualifications for the job classification shall be given the following assurance:
1. Review of their application
  2. If found to meet minimum qualifications, the unit member shall receive an interview.

The District will not assure unit members that they will receive the position, and retains the right to hire the individual that the District determines to be most qualified for the positions.

## **Article V**

### **Health and Dental Insurance**

#### **A. Health Plan**

The District will make available to all regularly Board appointed employees assigned full or part time, a basic medical plan from one or more of the following health care plans;

1. Cooperative plan for WFL BOCES schools which includes:
  - Traditional
  - Blue Point Select II
2. Preferred Care HMO
3. Blue Choice
4. Any mutually agreed insurance plan.

The Non Monroe County Municipal School District Program is deemed to be the equivalent of the Cooperative Agreement Plan, which has ceased to exist.

If the present providers make any substantial changes to plan benefits, coverage or premium levels, the parties are to meet and mutually determine a course of action. Both parties agree that the District is not able to change from one health care plan provider to another without any necessary negotiations with the Association.

#### **B. Cost**

Effective July 1, 2005, the District will contribute 90% of the least expensive plan offered by the Lyons Central School District for full-time employees only. Plan should mean both category (single, two person, family) as well as health care plans. The employee will pay for the remaining costs by payroll deduction. Representation from Blue Cross/Blue Shield will be available to discuss the difference in insurance coverages.

For returning employees that the district was paying 95% of Blue Point II Select the district will pay the following:

2004-05 school year – continue at 95% district contribution for Blue Point II Select.

2005-06 school year – that group will have 92-1/2 % district contribution for Blue Point II Select.

2006-07 school year – the district will contribute 90% of Blue Point II Select

#### **C. Dental Insurance**

Effective July 1, 2005, for full time unit employees the District will pay sixty percent (60%) of the cost of an individual, two person or family – school district dental plan and the unit employee will pay forty percent (40%) of the cost by payroll deductions.



D. Retiree Health Insurance

- **Those Lyons Central School District employees eligible for retirement from the NYS Retirement Systems (TRS, ERS) with 20 years of employment in the Lyons Central School District retiring on or after March 1, 2005 are eligible to continue in the school district's Health Insurance plan as follows:**

**The LCS District will pay 90% of the least expensive plan currently being offered by the Lyons Central School District. This contribution will be the same percentage for a single, two person or family medical plan. The retired employee will be responsible for the remaining cost and will be mailed an invoice for that amount each year in June.**

**When the retired employee reaches the age of 65 and has retired from the Lyons Central School District under the conditions stated above, the LCS district will continue paying 90% for the least expensive plan offered. The retiree may choose any Health Insurance plan offered by the LCS District, but the District will only pay the equivalent of 90% of the least expensive plan offered. The retiree will be responsible for the remaining cost.**

**When an eligible retiree reaches the age when s/he is Medicare eligible; then Medicare coverage becomes primary, and the District will offer to such retirees the opportunity to enroll in a supplementary plan of either Medicare Blue Choice or the Traditional Plan.**

**Because the LCS District cannot offer an experience rated Point of Service (POS) plan (i.e. Blue Point II Select) to employees that are Medicare eligible, the LCS District will offer the community rated POS plan that most closely replicates the benefits of the Blue Point II Select Plan. That plan is the Medicare Blue Choice Plan.**

**Unit members who are eligible for retirement from the New York State Employees' Retirement System with less than twenty (20) years employment in the Lyons Central School District may elect to continue in the school health plan at retirement by paying the total cost of the premium.**

At the death of a retiree, the spouse may elect to continue in the school health plan by paying the total cost of the insurance premium.

E. Flexible Spending Account

A flexible spending account plan (October 1 to September 30) for the deduction, on a pre-tax basis, of health care program benefit premiums and dental care benefit premiums will be implemented. Such flexible spending account plan is to be of no cost to the District.

F. Medical Reimbursement Account (Section 105 Plan)

The District agrees to establish a medical expense reimbursement plan under Section 105 of the U.S. Internal Revenue Code for unit employees. Effective October 1, 2005 and each October 1<sup>st</sup> thereafter, the District agrees to contribute the amount stated below into each full-time unit member's medical reimbursement account.

**Effective 2007-08 each employee will receive \$250 each**

**Effective 2008-09 each employee will receive \$300 each**

**Effective 2009-10 each employee will receive \$350 each**

The District agrees to pay the cost of plan administration.

A unit employee may use the money in the medical reimbursement account for those allowable medical expenses (by federal law, rules and regulation) in accordance with the plan. To the extent compliant with these rules, laws, and regulations the District agrees that at the end of each plan year any money remaining to the credit of a unit member in the medical reimbursement account is to be rolled forward to be used in the next plan year.

At the time of retirement, no additional contributions are to be made to the medical expense reimbursement account of the unit member. However, the retiree may, for a period of time up to five (5) years after the effective date of retirement, continue to access the account until it is depleted. If, at the end of the five year period amounts remain to the credit of the retiree, these amounts are to be applied to the administrative costs of the plan.

If the Section 105 plan is found not to be in compliance with any IRS interpretation, law, or rule the parties agree to modify the plan to the extent necessary to bring it into compliance.

## **Article VI Payroll**

### **A. Payroll Deduction**

The Board of Education of Lyons District No. 1 agrees to deduct from the salaries of its employees dues for the Lyons Support Staff Association, the New York State United Teachers, as said employees voluntarily authorized the Board to deduct. Employee authorization shall be in writing by each employee in the form set forth in an agreed to Appendix B.

The District will use the same procedures as negotiated with the Lyons Teachers' Association. Deductions in equal installments will commence such that dues will be deducted on ten (10) consecutive payrolls with five (5) in the first semester and five (5) in the second semester.

No later than the full day preceding the last pay date in September, the Association shall submit authorization cards and a list of members for whom dues shall be deducted and amount of dues to be deducted on behalf of each employee.

The Board of Education shall, at the end of each month in which dues deductions are made, transmit the amount so deducted to the Lyons Support Staff Association within 30 days accompanied by a listing of the members for whom deductions have been made and the amount deducted for each. The Association agrees to indemnify and hold the District harmless for any and all claims, disputes or damages arising out of the dues deduction provision.

### **B. Direct Deposit**

Direct Deposit will be to any reasonable area bank.

### **C. Credit Union**

The Board agrees to authorize payroll deduction for transmittal to a credit union as allowed in sub-section 35 of Section 1709 of the Education Law, under such orderly procedures as may be determined by the Board and the Credit Union.

### **D. Method of Payment**

Support Staff employees will have the option of choosing 21 or 25 paychecks over the course of the school year. Every June the employee shall be given the opportunity of electing a pay option.

Should no change be sent to the Business Office by July 1<sup>st</sup> they will be paid on the same basis as the previous year.

E. Tax Sheltered Annuity

The District agrees to participate in tax sheltered annuity plans. There will be no more than 22 plans from which to choose. When there are 22 TSA plans available, an old plan must be abandoned in order for any new plan to be added.

## Article VII

A. Automobile Mileage Rate

**The mileage rate for travel to approved conferences and other authorized travel (other than between buildings of Lyons Central School District which will not be reimbursed) will be paid at the rate of \$0.44 per mile to be effective upon the date of approval of the Agreement by both the District and the Association. However, a district vehicle must be used if one is available.**

## **Article VIII**

### **Association Provisions**

A. Bargaining Unit Position Openings

All unit position openings shall be adequately posted on bulletin boards where the District is required to post legal notices.

B. Association Use of School Facilities

1. The Lyons Support Staff Association will have the right to use school buildings without cost, at reasonable times, for meetings, provided that advanced approval is obtained, for time and place, from the Building Principal. The Lyons Support Staff Association will have the right to use school duplicating and audio-visual equipment and material upon reasonable request and at minimum cost. The Lyons Support Staff Association will or shall purchase their own supplies.

2. The Association shall have the right to place notices, circulars, and other material on designated school bulletin boards and in employees' mailboxes.

3. An information copy of distributed notices, circulars, and other materials shall be sent to the Supervisor prior to the time of posting.

C. Newly Hired Employees

The district will give newly hired employees in the Lyons Support Staff Association bargaining unit a copy of the collective bargaining agreement.

D. Exchange of Information

The parties shall make available to each other, upon reasonable request, all information pertinent to the issue(s) under consideration.

E. Safety Committee

The Lyons Support Staff Association president may appoint three representatives, no more than one from each of the following: clerical, custodian, building and grounds, teacher aides/assistants/monitors, food service and mechanics job classification to voluntarily serve on the District's Health and Safety Committee.

F. If any provisions of this Agreement or any applications 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.

G. The Association President or his/her designee will be granted four (4) days of release time for Association business such as but not limited to, conference or workshop attendance, as well as other duties associated with the office of Association President.

The District and the Association recognize that in addition to these days there will be times throughout the year when the Association President and/or their designee may find it necessary to conduct investigations or other Association duties during the normal work day. In those cases the Association President will notify the immediate supervisor(s) and develop a plan for coverage of the employee(s) duties.

Both parties realize that release time shall generally not be used for routine consultations with Association members. Should it become necessary to confer with a unit member during normal work hours, the Association President shall consult with the Superintendent in order to agree on a mutually acceptable method by which the Association President can meet this obligation.

- H. Copies of this Agreement shall be printed at the expense of the Board and given to all employees now employed and hereafter employed by the Board within reasonable time after its execution or employment if that occurs later.

## **Article IX Physicals**

### A. Physicals

Cafeteria and transportation employees will be required to take a physical once per year. The District will establish a date and time for the physical and all employees will be required to be there. Should they fail to attend the District's scheduled physical examination or should they prefer their doctor, the employee will pay the entire cost of the physical examination. All cafeteria employees will be required to take a tuberculosis test once each year.

### B. Health Examinations

1. Annual Examinations. The Employer shall have the right to require an annual physical examination for transportation and all cafeteria personnel. Such physical examinations will be made by the school physician prior to the opening of school in September with the cost of such examinations to be paid by the Employer. Any employee failing to make himself available for this examination prior to the opening of school will not be allowed to work until such examination has been completed.

2. Chest X-Rays. The Employer shall have the right to require chest x-rays for all employees, provided that the Employer shall pay the full cost for such chest x-rays. The Employer may schedule such x-rays at its discretion. Any employee who does not appear for such x-ray as scheduled shall, within 30 days of that scheduled date, submit to the Superintendent of Schools the results of a chest x-ray to be taken at the expense of the employee.

3. Special Examinations. The Employer reserves the right to require physical and/or psychiatric and/or psychological examinations for any employee. Such examinations shall be provided at the Employer's expense by a physician or a clinic of the Employer's choice, located within the Rochester Regional Hospital Council area.

## **Article X**

### **Clerical**

#### A. Work Year

The work year for all ten-month clerical employees shall begin no sooner than the Monday before Labor Day and end no later than the second day of July.

#### B. Vacation Time

Building Secretaries will not be permitted to take vacation time during the school year without the permission of the Superintendent and only under unused and non-repeating circumstances.

In a situation where a building level secretary has used their vacation time during the summer and needs vacation time during the school year they may "borrow" earned vacation from the next summer with permission of the Superintendent. Should the situation arise when the vacation time borrowed has not been earned because the secretary leaves the district early that borrowed vacation time will have to be repaid to the district.

In all situations above the decision of the Superintendent is final and not subject to the grievance procedure.

#### C. Holidays

1. All 12 month full time clerical will be entitled to the following paid holidays:

- Labor Day
- Memorial Day
- July 4th
- Christmas Recess
- Martin Luther King Day
- February Recess
- Good Friday
- Easter Recess
- Veteran Day
- Columbus Day
- Thanksgiving Recess

Paid holidays are not the recess period but specific days within the recess period.

3. All 10 month full time clerical will be paid the holidays in #1 above excluding July 4th Day.

C. Twelve (12) month secretaries who were appointed after September 1, 1990 are subject to being called in to work during the Winter, February, and Spring periods of student recess, with the following conditions:

1. The appropriate administrator is to give the employee five (5) working days notice that the employee is needed to work during the student recess period.
2. The employee is to be compensated at his/her normal hourly rate of pay for the work.
3. An employee may be excused from working during the above referenced recess periods if the employee requests permission from the Superintendent at least 1 month prior to the recess period. The Superintendent must respond to the request within one week of receipt.

**Article XI**  
**Custodian/Mechanics**

A. CUSTODIANS/MECHANICS

1. Work year: A full-time custodian/mechanic will be expected to work five days per week, fifty-two weeks per year.

Full time custodians/mechanics will have the following as paid holidays:

Labor Day  
Memorial Day  
July 4th  
Day Before Christmas – **Four (4) hours** with no lunch break  
Christmas Day  
Day Before New Year's Day – **Four (4) hours** with no lunch break  
New Year's Day  
Martin Luther King Day  
Good Friday  
Veteran Day  
Day Before Thanksgiving – **Four (4) hours** with no lunch break  
Thanksgiving Day  
Day After Thanksgiving  
Columbus Day  
**Presidents' Day – One (1) day during the February recess to be determined by the immediate supervisor.**

Paid holidays are not the recess period, but specific days within the recess period.

2. Workday: **full-time custodians/mechanics will work eight hours per day. They will have a duty free unpaid lunch/dinner period.**

3. Overtime: Overtime payment for work approved and performed on Saturday and Sunday shall be paid at time and one-half of the employee's regular rate of compensation. This shall only apply to those employees who are normally scheduled for and normally work Monday through Friday. In the event that an employee or employees are normally scheduled for and normally work on a Saturday or a Sunday compensation shall be provided at the employee's regular rate of pay.

4. Compensatory Time: **Custodian/cleaners will be allowed to accumulate no more than three (3) days of compensatory time. Once they accumulate three, they must use all or part of their time at a mutually agreeable time with their immediate supervisor.**

5. **Vacation**

**If a custodian/mechanic is appointed from July 1<sup>st</sup> through September 15<sup>th</sup> of any school year, the employee will be credited with one year of service on the following July 1<sup>st</sup>, thus they will be entitled to receive ten (10) vacation days. For example, an employee hired on September 10, 1999, will be credited with ten (10) vacation days on July 1, 2000. Those days can then be used during the 2000-2001 school year.**



If a custodian/mechanic is credited with one full year through five (5) full years of service, the employee will receive ten (10) days of vacation each July 1<sup>st</sup>.

If a custodian/mechanic is credited with six full years through ten (10) full years of service, the employee will receive twelve (12) days of vacation each July 1<sup>st</sup>.

After an employee is credited with eleven (11) full years of service, the employee will receive fifteen (15) days of vacation each July 1<sup>st</sup>.

After a custodian/mechanic is credited with fifteen (15) full years of service, the custodian/mechanic will receive twenty (20) days of vacation each July 1<sup>st</sup>.

Vacation time shall not be cumulative and will begin July 1st of each school year.

## **Article XII**

### **Teacher Assistants/Teacher Aides**

#### **A. TEACHER ASSISTANTS/TEACHER AIDES**

1. Work year: The work year for teacher assistants and teacher aides covered under this agreement shall be determined by the official school calendar. They will be expected to work the same schedule as teachers. They will be paid the same as teachers as it pertains to closings.
2. Work day: The Association and the Board recognized that a certain degree of flexibility is necessary for the most effective operation of the school system.

The official school day for all teacher assistants or teacher aides will be determined by the beginning of each school year and normal working hours assigned except as conferences during the work year, open house(s), required faculty meetings, required parent teacher conferences, and individual desires of the teacher assistants/teacher aides to remain, etc., necessitate remaining in the school for a longer period.

3. Compensation: Each teacher assistant and teacher aide will be paid a salary based on their years of experience and respective duties. That salary for each teacher assistant/aide will be determined by taking the work year times their work day times their hourly rate.
4. Break Time: Each teacher assistant or teacher aide working 6 hours or more per day will have one ten (10) minute break per day.
5. Payment for Accumulated Sick Leave: Teachers Assistants covered by this contract with 20 years credited service in the District who will be eligible for retirement and who submit a letter of resignation to the Building Principal by March 1st to retire during or at the end of the school year are eligible to receive payment(s) for each day of unused sick leave (to a maximum of 150 days) at the rate of \$40.00/day.

An employee will be eligible to receive this benefit either:

1. When first eligible to retire

OR

2. When first eligible to retire with full benefits.

In the event the District wishes to encourage an employee who is eligible to retire to postpone retirement and continue with duties, the District may do so by extending the retirement incentive deadline, additional compensation, or other retention incentives with Association agreement.

6. Payment for Substitute Work for Teaching Staff

All Teacher Assistants/Teacher Aides who substitute for teaching staff shall be paid the regular substitute rate of pay or their own daily rate, which ever is higher.

7. **Effective July 1, 2007, teacher assistants will be compensated \$30 for all approved credit hours. To receive compensation, the teacher assistant must have passed the course with at least a "B" grade and show proof they have paid for the course. If the district has paid for the course or the teacher assistant does not have prior approval, they will not be compensated.**

8. **One-on-one aides are assigned to a specific child. Should that child leave school during the school year, the one-on-one aide that no longer is assigned a child has seniority rights to another aide/monitor position based on seniority rights, however, that aide cannot "bump" another one-on-one aide. One-on-one aides are assigned to a specific individual/student and there should be no change due to seniority in that position.**

**In addition, should the child not return in September, then all aid/monitor positions will be assigned by the district and should there need to be an elimination of an aide/monitor it will be done by seniority even if it means changing one-on-one aides.**

**Simply put, a one-on one aid cannot be replaced by seniority during the school year however, can be changed because of seniority in September. A removed one-one-one aide can bump another aide/monitor because of seniority, but not another one-on-one aide.**

9. **For Teaching Assistants only, the evaluation process shall include goal setting, a minimum of one formal observation and a year-end evaluation.**

**ARTICLE XIII**  
**CAFETERIA WORKERS**

- A. WORK YEAR: The work year for cafeteria workers covered under this agreement shall be determined by the official school student calendar. Cafeteria workers will be expected to be at work each day students are in school except as conferences, examinations, emergency closings and other related activities may cancel the serving of meals. In such cases cafeteria workers will not be needed.
  
- B. WORK DAY: The Association and Board recognize that a certain degree of flexibility is necessary for the most effective operation of the school system. At the beginning of the year a work day schedule for each cafeteria worker will be developed by the supervisor. This schedule will be considered their normal work day schedule and should there be a change the supervisor will notify the cafeteria workers as early as possible.
  
- C. LUNCH PERIOD: Cafeteria workers working six hours or more will be given a thirty minute duty free, unpaid lunch period.
  
- D. PAID SNOW/EARLY CLOSING DAY: Each cafeteria worker will be paid for each day that the District closes for snow emergencies or emergency early dismissal without the need for cafeteria services.

**ARTICLE XIV  
SALARY**

New Hires/Position Changes

**In the first year of employment in any position approved by the Board of Education will be in effect. Those employees hired or receiving a change in position on or prior to January 1<sup>st</sup> will receive an increase in salary July 1st. Those employees hired or receiving a transfer in position after January 1<sup>st</sup> will receive any change in their base step or beginning hourly rate, but not a salary increase based by the negotiated raise.**

Salary

Effective July 1, 2007 all unit members employed by the Lyons Central School District will receive a 4.0% increase in their base hourly rate, and any entitled longevity step as described below.

Effective July 1, 2008 all unit members employed by the Lyons Central School District will receive a 4.25% increase in their base hourly rate, and any entitled longevity rate as described below.

Effective July 1, 2009 all unit members employed by the Lyons Central School District will receive a 4.25% increase in their base hourly rate, and any entitled longevity step as described below.

Shift Differential

Any employee whose regularly scheduled work day commences after 2:30 P.M. shall be paid a shift differential of \$.40 per hour.

Longevity

Effective July 1, 1998, all full time employees will receive cumulative career increments according to the following schedule:

Longevity: If a unit employee is appointed between July 1<sup>st</sup> and September 15<sup>th</sup> of any school year, the employee will be credited one full year of service on the following July 1<sup>st</sup>. Any employee hired after September 15<sup>th</sup> of any school year shall receive one year of longevity credit on the July 1<sup>st</sup> immediately following the completion of one full year of service (i.e. an employee hired on October 1, 1998 shall receive one year of longevity credit on July 1, 2000).

After 10 years of credited service the employee will receive an increase of \$200.00 in salary.

After 15 years of credited service the employee will receive an increase of \$200.00 in salary.

After 20 years of credited service the employee will receive an increase of \$200.00 in salary.

Total annual longevity payment after twenty years of service of service shall be \$600.

New Hires/Position Changes

The following starting rates of pay will be effective for any new employees hired or transferred to any position after July 1, 2007.

	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>	<b>2009-10</b>
Clerical	9.40	9.60	9.81	10.02
Custodian	9.40	9.60	9.81	10.02
Typist	9.66	9.86	10.07	10.29
Teaching Ass't.	9.93	10.14	10.35	10.57
Teacher Aide Monitor	7.12	7.27	7.43	7.59
Cafeteria worker	7.12	7.27	7.43	7.59

The district reserves the right to hire employees with prior service, exceptional skills, at a higher rate of pay than the minimum above.

This agreement shall be effective July 1, 2007 to June 30, 2010.

Terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties.

Witnessed

Chief Executive Officer  
for the Board of Education

President Lyons Support Staff Association

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX A

REQUEST FORM - SICK LEAVE BANK

(Please submit one to the Superintendent and to the ISSAC Committee)

<hr/>		<hr/>	
Employee's Name		Date	
1.	Are you a member of the Sick Leave Bank?	<hr/>	<hr/>
		Yes	No
2.	Have you exhausted your total sick leave days?	<hr/>	<hr/>
		Yes	No
3.	Have you met the prolonged illness requirement?	<hr/>	<hr/>
		Yes	No
4.	Please attach your physician's signed verification statement of illness and need to be absent.		
5.	Physician's name and address (please type or print):		
	<hr/>		
	<hr/>		
	<hr/>		
6.	Do you understand that you are to return to work after this prolonged illness?	<hr/>	<hr/>
	Yes		No
7.	Please list the date of prolonged illness for which you are requesting reimbursement from the Sick Leave Bank	<hr/>	<hr/>
		(1st day of absence)	(last day of absence)
8.	Personal statement of extenuating circumstance or other facts that might clarify or add to the Committee's understanding of your request. (optional)		
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**Appendix B**

**Designation and Payroll Deduction Authorization**

Last Name (Print)                      First                      Initial

Address

Building

TO: BOARD OF EDUCATION OF LYONS DISTRICT NO. 1 Pursuant to Chapter 392, Laws of 1967, I hereby designated the Lyons Support Staff Association as my representative for the purposes of collective negotiations, and I hereby request and authorize you, according to arrangements agreed upon with such association, to deduct from my salary and transmit to the association listed below the dues as certified by the respective association. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefor. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

Lyons Support Staff Association

\_\_\_\_\_  
Employee's Signature

Date