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Lyme Central School District And
Lyme Service & Caf Employees Assn

A G R E E M E N T

between the

BOARD OF EDUCATION

of the

LYME CENTRAL SCHOOL

and the

**LYME CENTRAL SCHOOL SERVICE AND
CAFETERIA EMPLOYEES ASSOCIATION**

July 1, 2001 - June 30, 2004

RECEIVED

SEP 10 2002

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE I

RECOGNITION

The Board of Education of Lyme Central School District (hereafter referred to as the District) does recognize the Lyme Central School Service and Cafeteria Employees Association (hereafter referred to as the Association) as the exclusive negotiating agent for all non-supervisory employees working in the following areas: Custodial, Clerical, Study Hall/ Library/Teacher/Bus Aides, Cafeteria/Food Service personnel. Such bargaining unit will not include any position the District may designate as management or confidential after notification to the Association and all other titles.

ARTICLE II

GENERAL PRINCIPLES

Section 1.0

The Lyme Central School Board of Education recognizes the Lyme Central School Service and Cafeteria Employees Association as the representative organization.

Section 1.1

It is further recognized that service employees (Custodial, Clerical, et al.) have the right to join, or not to join the Association, but membership shall not be a pre-requisite for employment or continuation of employment of any employee.

ARTICLE III

GRIEVANCE PROCEDURE

Definitions:

A "grievance" is defined as an alleged violation of the express provisions of the Agreement. The term "grievant" shall mean any aide or assistant filing a grievance.

The term "immediate supervisor" shall mean the District Administrator to whom the employee is directly responsible. The term "representative" shall mean the person or persons designated by the grievant as his or her counsel to act in his or her behalf.

The term "days" shall mean working days unless otherwise indicated.

Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.

2. An employee shall have the right to present grievances in accordance with these procedures free from coercion, interference, restraint, discrimination or reprisal.
3. An employee shall have the right to be represented at Stage 2 or Stage 3 of the procedures by the Union.
4. All hearings shall be confidential.
5. It shall be the responsibility of the Superintendent of Schools of the District to take such steps as may be necessary to give force and effect to these procedures.
6. It is recognized by the parties that the provisions of a grievance shall not interrupt the normal work day and that whenever possible such discussions pertaining to a grievance shall be held after the regular school day.

Stage 1

Informal Stage: The grievant shall orally present his or her grievance within ten (10) days following the event which caused the grievance to the immediate supervisor who shall orally and informally discuss the grievance with the employee. The immediate supervisor shall render an oral determination within five (5) days to the grievant.

Stage 2

If the grievance is not satisfactorily resolved at Stage 1, the grievant may submit a written appeal to the Superintendent within five (5) days of the Level 1 discussion.

The Superintendent (or his designee) shall review the written grievance and all relevant information. The Superintendent may call a meeting of the parties to discuss the grievance further. After study of the materials or any necessary meeting, the Superintendent shall have ten (10) days to make a written response to the grievant.

Stage 3

If the grievance is not satisfactorily resolved at Stage 2, the grievant may submit a written appeal to the Board of Education. Within thirty (30) days after the receipt of an appeal, the Board of Education or a committee of the Board shall hold a hearing with all parties in interest on the grievance.

Within ten (10) days after the conclusion of the hearing, the Board of Education shall render a decision in writing on the grievance. Such decision shall be promptly transmitted to the parties in interest and shall be binding on all parties.

Notwithstanding anything set forth above, the Board of Education or the committee thereof, shall not be required to meet at more than fifteen (15) day intervals to process grievances.

ARTICLE IV

EMPLOYEE OBSERVATION

Employees will be observed by their immediate supervisor and/or the Superintendent at least once a year. Employees will be notified when the observation is to be made.

The observation or evaluation will be on forms developed by the District.

Job descriptions will be developed and reviewed periodically. Salary schedules shall reflect specific responsibilities as outlined in job descriptions.

ARTICLE V

PERSONNEL FILES

The official District personnel file shall be maintained in the central office. Employees shall have the right, upon request, to review the contents of their files. An employee shall be entitled to have a personally selected representative accompany him or her during such review.

Upon receipt of a written request, the employee shall be furnished a reproduction of any material, excluding reference or information obtained in the process of evaluating the employee for initial employment.

ARTICLE VI

LEAVES (SICK, PERSONAL, ETC.)

Section 1.0

Sick Leave

Sick leave shall accumulate to 125 days for 1998-1999; 150 days for 1999-2000; and 180 days for 2000-2001.

Sick Leave	12 month employee	12 days
	11 month employee	11 days
	10 month employee	10 days
	Part-Time	3 days
	(a doctor's certificate may be required)	

Sick Leave Bank

Objective: The sole purpose of the Sick Leave Bank is to provide additional sick leave to bank members who have exhausted their own sick leave and who require additional days as a result of an unplanned, prolonged serious illness. The Bank will be administered by a committee consisting of the specific Association President and Vice-President, an employee member (or 3 employees if there

is no Association), and two administrators, including the Superintendent or his/her designee, according to the following guidelines:

Conditions:

1. This Sick Leave Bank is open to all employees of the District who agree to join the Bank.
2. Prospective members will apply for membership by notifying the Sick Leave Bank Committee in writing.
3. The deadline for application for membership is September 30th of each year.
4. Members with more than 12 annual sick days will donate two (2) days at the time of joining and one day for each year thereafter up to ten (10) years to retain their membership. Members with 12 or fewer annual sick days will contribute two (2) days at joining and one day each year thereafter up to six (6) years to retain their membership. Members with 3 or fewer annual sick days will contribute one (1) day at joining and no other contribution will be assessed.
5. Membership may be terminated by notifying the Committee in writing. If an employee terminates membership, (s)he shall be eligible to rejoin the "Bank" with the express written consent of the Sick Leave Bank Committee as defined above.
6. Membership will be continued each year without application.
7. Days donated are non-refundable.
8. Only members of the Bank are eligible to draw benefits.
9. The Sick Leave Bank shall be available for application to any illness or disability except for a normal childbirth. "Normal childbirth" is defined as a pregnancy during which the employee is well enough to continue working her usual schedule, followed by a childbirth which is free of any complications which would require a convalescence longer than six (6) to eight (8) weeks. An employee who applies to the Bank for a pregnancy and/or childbirth with complications shall submit competent medical evidence to substantiate the same. The Bank Committee may require additional medical evidence to determine whether the employee is eligible to draw days from the Bank for such complications.
10. A member making an appeal for days will meet with the Committee, if necessary, to determine whether days from the Sick Leave Bank will be granted.
11. When a member makes an appeal for sick leave, the Committee will respond in writing within four (4) school days after the request has been made.
12. The Committee reserves the right to require a physician's statement in response to an appeal for sick leave, and before the granting of possible benefits.
13. Days granted to a member do not have to be returned to the Bank; days granted and not used must be returned to the Bank.

14. Maximum benefits granted will be as specified by the following schedule:

	Whichever is Less:		
	<u>Workdays</u>		<u>Percent of Bank:</u>
0-5 Years in the District	20	or	5
6-10 Years in the District	40	or	10
11+ Years in the District	60	or	15

If conditions warrant, the applicant may reapply to the Committee for additional days.

Benefits will be granted only as long as days remain available in the Bank.

15. Benefits will apply only to days on which the member would normally have been paid.
16. After the 1989-90 school year: If the Bank should be reduced to 125 days in any given year, the Committee may draw one additional day from each member to re-supply the Bank. Such action will be taken only once in any school year, and only after notice has been given in writing to all members of the Bank.
17. When the Bank's total accumulation of days reaches 300 days, additional days shall not be drawn from the general membership except from new members who join the Bank.

Personal Days

Personal leave days will be granted each employee from annual sick leave.

Personal days	12 month employee	3 days*
	10 month employee	2 days*

*Noncumulative

Requests for personal leave use must be submitted to the Superintendent on a form provided by the District at least 48 hours in advance. The 48-hour period may be waived at the discretion of the Superintendent.

All requests for personal leave use must state the reason for such leave.

Instances of personal leave include personal business which cannot be conducted outside the normal workday. Examples may include legal transactions involving a legal instrument (deed, mortgage, transferring of title, etc.) Or court order, attendance at weddings or commencement exercises, funeral of a member outside of the immediate family.

Personal days may not be used for recreational purposes or to extend weekend, vacation, or school recess periods. Valid uses of personal leave may be granted at the discretion of the Superintendent. Personal days do not accumulate to the following year.

Vacations

Only 12 month employees are entitled to vacations. Vacation time may be taken when school is not in session, or when school is in session with approval of the Superintendent.

<u>Years of Service</u>	<u>Vacation</u>
1	1 week
2 - 5	2 weeks
6 - 19	3 weeks
20 plus	4 weeks

Five (5) working days is one week.

Employees in the unit are permitted, with approval of the Superintendent, to roll over a maximum of 10 days vacation time. At no time will a number greater than 10 be carried over.

Holidays

Twelve month employees will observe the following paid holidays: July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Lincoln or Washington's Birthday (whichever one the school observes), Good Friday, and Memorial Day. December 24th and the 31st to be observed at the discretion of the Superintendent. If a holiday falls on Saturday or Sunday, the employee may receive the preceding Friday or the following Monday off (when school is not in session) at the discretion of the Superintendent.

Ten month employees and part time employees will observe the following paid holidays: Columbus Day, Veteran's Day (providing school is not in session), Thanksgiving Day, Christmas Day, Martin Luther King Day, and Memorial Day. Part time employees' holiday pay will be pro-rated.

Snow Days

Full time employees of the bargaining unit who report to work on "Snow Days" will be reimbursed at regular rates. Those who elect not to report must use a vacation (unpaid day if none are available) unless excused due to weather by the Superintendent.

Ten month employees who report to work on "Snow Days" will be reimbursed at regular rates. Those who elect not to report must take an unpaid day unless excused due to weather by the Superintendent.

Family Illness

Five of the annual sick leave days provided may be used for serious illness in the immediate family (i.e., husband, wife, siblings, mother or father, children). Up to ten (10) additional days may be made available upon the express written approval of the CSO.

Part time employees may use two (2) of the annual sick leave days provided for serious illness in the immediate family. For part time employees up to five (5) additional days may be made available upon the express written approval of the CSO.

Bereavement Leave

Employees (including part-time employees) will be granted up to five (5) days paid leave for bereavement in the event of a death in the immediate family of his/her spouse, husband, wife, son, daughter, father, mother, grandparent, brother, sister, or a relative or individual living in the immediate household. In an unusual circumstance, the employee may be granted (upon request) up to two more days to be taken from accrued sick leave.

Section 2.0

Unpaid leaves for vacation purposes are discouraged and will ordinarily not be granted.

Annual notices provided with vacation/sick/personal days will be provided.

An employee work day which consists of five (5) or more hours per day will be considered a full time employee for sick leave, benefits, and participation in the health plan and in retirement benefits.

For each four hours worked, a 15-minute break will be provided.

Length of Workday: The workday for cleaners, custodians, and building mechanics shall normally be eight (8) hours excluding meal time. The district reserves the right to establish part-time positions if it chooses. Determination of the workday length for all unit members is at the discretion of the District (as per labor law regulations). The hourly wage rate shall be calculated on actual work hours excluding meal time. Unit members will not be reimbursed for meal time.

The F.T.E. custodial, building mechanic, and cleaner work week will be 38.5 hours in the 2001-2002 year; 39 hours in the 2002-2003 year; 40 hours in the 2003-2004 year.

Summer hours for July and August for the typist/study hall monitor will be 32 hours per week. The salary of the position will be increased at a rate of \$10.00 per hour (2 additional hours per week).

Temporary Assignment: When the assistant cook acts as cook-manager for a consecutive period exceeding two weeks, the individual in the position will receive an additional \$2.00 per hour for any time after the initial two-week substitution period.

Safety Shoe Reimbursement: Unit members required to wear safety shoes shall be reimbursed up to \$50.00 toward the purchase of a new pair of safety shoes each contract year. The employee must present a dated proof of purchase to the District to receive reimbursement.

Section 3.0

Compensatory Time: Each cleaner, custodian, building mechanic will work five (5) Saturdays or Sundays (40 hours) during the school year (September through June) if requested with compensatory time off. A Saturday schedule would be set at least one week in advance with the employee, unless waived by the employee. Employees may request Saturday assignments. Multiple requests will be determined by seniority (years of service). Compensatory time may be used to extend a vacation with permission, but must be used in the year earned and cannot be carried over to another contract year.

ARTICLE VII

HEALTH SERVICES

Section 1.0 - Basic Health Plan Coverage - Modified

Basic hospitalization, surgical-medical, and major-medical coverage are provided through the Jefferson-Lewis et. al. School Employees' Healthcare Plan.

- a. Effective July 1, 1998, to be eligible for health insurance coverage in the Jeff/Lewis Health Care Plan an employee must work 25 hours per week. Employees hired prior to July 1, 1998, and who do not work 25 or more hours per week, but were receiving health insurance coverage may continue to be eligible for health insurance coverage.

The Board shall pay 90% of the premium for individual coverage, or 90% of the premium for family or two person coverage.”

- b. Employees who were hired prior to July 1, 1998:
1. who work for the District at least five (5) years before they retire, will be entitled to receive health insurance coverage from the District after retiring and the District will pay 50% of the premium for individual coverage, 2-person coverage, or family coverage.
 2. who work for the District at least ten (10) years before they retire, will be entitled to receive health insurance coverage from the District after retiring and the District will pay 90% of the premium for individual coverage, 2-person coverage, or family coverage.

Employees who were hired on or after July 1, 1998:

1. who work for the District at least ten (10) years before they retire, will be entitled to receive health coverage from the District after retiring and the District will pay 50% of the premium for individual coverage, 2-person coverage, or family coverage.
2. who work for the District at least fifteen (15) years before they retire, will be entitled to receive health coverage from the District after retiring and the District will pay 90% of the premium for individual coverage, 2-person coverage, or family coverage.

Section 1.1 - Changes in Healthcare Plan

The Union agrees to accept any and all changes to the Jefferson-Lewis et. al. School Employees Healthcare Plan as determined by the Plan's Board of Trustees.

The District shall inform the Union of any change in the carrier. Coverage to be from anniversary date of the plan or contract for the life of this Agreement.

Section 2.0 - Physicals

Arrangements for any required physical examination, TB Test, etc., will be made by the Board. If an employee wishes to be examined by his/her private physician, such examination will be paid by the employee.

Section 3.0 - IRS 125 Plan

An IRS 125 Plan will be available to unit members commencing in the 2001-2002 school year.

ARTICLE VIII

MISCELLANEOUS

This agreement shall constitute the full and complete commitments between both parties and may be added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to the Agreement.

This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provision of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

Any individual arrangement, agreement or contract between the Board and an individual employee, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement/agreement, or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement, or contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.

Copies of the Agreement shall be printed or mimeographed at the expense of the Board and a copy available to all employees now employed by the Board within two weeks after its execution or employment if that occurs later.

ARTICLE IX

SALARY SCHEDULE

2001-2002	4.0% over 2000-2001 salary unless otherwise indicated in Appendix A.
2002-2003	4.0% over 2001-2002 salary unless otherwise indicated in Appendix A.
2003-2004	4.0% over 2002-2003 salary unless otherwise indicated in Appendix A.

The minimum hourly rate for unit members after June 30, 2001 shall be \$6.15/hour; after June 30, 2002 shall be \$6.40/hour; after June 30, 2003 shall be \$6.65/hour.

ARTICLE X

NEGOTIATION PROCEDURES

Section 1.0 - Negotiating Teams

The designated representative(s) of the Chief School Officer will meet with designated representative(s) of the Association for the purpose of discussion and reaching mutually satisfactory agreements. Negotiations shall be conducted in private.

Section 2.0 - Opening Negotiations

The CSO and/or his representative shall meet with the representatives of the Lyme Central School Service and Cafeteria Employees Association at times and places mutually acceptable for the purpose of exchanging proposals and counter-proposals for the purpose of effecting a free exchange of facts and opinion in an effort to reach a mutual understanding and agreement. In no case shall negotiations for a successor agreement commence later than February 15 preceding the contract expiration date except by mutual agreement. At the first session, ground rules shall be decided and a date determined for the exchange of all proposals to be presented by each party.

Section 3.0 - Negotiating Procedures

Both parties agree to conduct negotiations in good faith and to deal openly with each other on all matters. Following the initial meetings as described in paragraph 2.0 above, such additional meetings shall be held as parties may require to reach an understanding on the issue(s). Meetings shall not exceed (3) hours and shall be held at a time other than the regular school day.

Section 4.0 - Exchange of Information

Both parties shall furnish upon reasonable request, all available information pertinent to the issue(s) under consideration.

Section 5.0 - Reaching Agreement

When consensus is reached covering all the area under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association and the Board for approval. Following approval by a majority of the Association Membership and a majority of the Board, the CSO will take such actions upon the recommendations submitted as are necessary to make them official.

ARTICLE XI

RETIREMENT

Section 1.0 - Retiree Health Insurance Benefits

Members who vest their time/benefits shall have the privilege of continuing the retired health insurance benefit providing they reimburse the school system for the full cost until such time as they commence receiving benefits as a retiree. A retired employee means a retired member of a retirement system or plan administered by the state or political subdivision who is receiving a retirement allowance and whose last place of employment under such system was Lyme Central School.

Section 2.0 - Retirement Plan

The District agrees to make the NYS Employees' Retirement Plan, 75i, available to all employees.

Section 3.0 - Unused Sick Leave Reimbursement at Retirement

Any member of the bargaining unit retiring with ten or more years of service in the Lyme Central School District who submits his or her resignation at least five (5) months prior to retirement shall receive payment for his/her accumulated unused sick leave in accordance with the following:

1 - 90 @ \$7.50/day
101 - 150 @ \$10.00/day
150 - 180 @ \$15.00/day

ARTICLE XII


DURATION OF AGREEMENT

This agreement to be in force July 1, 2001 through June 30, 2004.

LYME CENTRAL SCHOOL DISTRICT


LYME CENTRAL SCHOOL SERVICE AND
CAFETERIA EMPLOYEES ASSOCIATION


Bilkey Moore, Superintendent


Carol Curtis, Cafeteria/School Service
Representative

Date June 26, 2001

Date June 26, 2001


John Waterhouse, Principal K-12


Susan Brodeur, Cafeteria/School Service Representative

Date June 26, 2001

Date June 26, 2001

APPENDIX A - 2001 - 2004

LYME CENTRAL SERVICE AND CAFETERIA EMPLOYEES ASSOCIATION

EMPLOYEE	TITLE	YEARS OF EMPLOYMENT	HOURLY RATE* 2001-2002	HOURLY RATE* 2002 - 2003	HOURLY RATE* 2003 - 2004
Carol Curtis	Assistant Cook	3	8.41	8.75	9.10
Sabrina Patterson	Food Service	2	6.40	6.65	6.90
Sue Pawlin	Food Service	2	6.40	6.65	6.90
Sarena Wright	Food Service	1	6.30	6.55	6.80
Paul Klock	Cleaner	20	11.65	12.12	12.61
Susan Brodeur	Cleaner	10	10.59	11.02	11.46
Richard Talbot	Building Mechanic	1	7.90	8.32	8.69
Sharon Chavoustie	Aide (Library)	10	8.08	8.40	8.67
Elaine Gosier	Aide (Classroom)	9	7.71	8.03	8.36
Cindy Johnson	Aide (Bus)	2	6.50	6.75	7.00
Sharon Brown	Typist	19	14.54	15.12	15.75

*Based on unpaid lunch time