

Memorandum of Understanding in Settlement of CU 2010-26 and CO 2011-4

The Livingston Board of Education and Livingston Education Association agree to the following:

The titles of Individual Student Assistants, Teacher Assistants and Early Arrival Aides will be removed from the Preamble.

The titles of Special Education Support Personnel, Instructional Aide – hourly, Kindergarten Aide – hourly and Clerical/Playground Aide- hourly will be added to the Preamble.

Retroactive to and pro-rated from January 1, 2011, the part-time hourly Instructional Aides and part-time hourly Kindergarten Aides working up to 19.5 hours will be paid on a base salary of \$15,000 per year, or \$21.00 per hour. This salary is based upon a 183 day school year and is inclusive of school holidays, snow days, and agreed upon average payment for advanced degrees.

Retroactive to and pro-rated from January 1, 2011, the part-time hourly Clerical/Playground Aides working up to 19.5 hours will be paid on a base salary of \$12,750 per year, or \$17.85 per hour. This salary is based upon a 183 day school year and is inclusive of school holidays and snow days.

Sick leave will be pro-rated based upon a 12 day base. Contingency days will be pro-rated based upon a 5 day base. The 2010-11 retroactive sick day base will be 7 and the contingency base will be 3. Tuition reimbursement will be pro-rated based on the employee's pro-rated time.

For example:

- 1. An employee who works 3 hours per day, 5 days per week would receive twelve (12) 3 hour sick days and five (5) 3 hour contingency days;*
- 2. An employee who works 3 full days per week is a 60% employee and would receive seven (7) sick days and three (3) contingency days.*
- 3. An employee who works two full days and one half day per week will receive twelve (12) half (1/2) sick days and five (5) half (1/2) contingency days. If an employee takes a full day's absence, s/he will be charged two half (1/2) sick days. If an employee takes one half day absence, s/he will be charge with a half (1/2) sick day.*
- 4. Any employees who do not work on a district shortened day shall be charged with a full day's absence.*

Prior accumulated sick leave shall be valued for separation purposes only as of June 30, 2010 at the support staff rate in the 2008-2011 contract.

Hourly employees who utilize current sick leave allotments may utilize days from their prior accumulation. Days that are utilized from the prior accumulation will be used on a one-for-one basis.

At separation, hourly employees who have accumulated new sick days shall have those days paid out at the full amount of the then contractual daily rate without pro-ration.

Clerical/Playground Aides will receive 85% of the contractual rate for prior accumulated days and newly accumulated days.

The LIFO provision of the contract will be removed from the parties' contract as it pertains to the part-time employees who are the subject of the above captioned matters, and the Association will withdraw all pending and future claims concerning the LIFO clause.

The status quo concerning longevity payments will be maintained pending the parties' negotiations.

By this agreement, the Board does not admit any violation of the Public Employer-Employee Relations Act, nor does the Association concede that the Act was not violated.

In exchange for the above representations, the Association hereby withdraws the unfair labor practice charge and clarification of unit petitions.

For: Livingston Board of Education

By:

Dated: February 16, 2011

For: Livingston Education Association

By:

Dated: February 16, 2011