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Title: **Liverpool Central School District and United Liverpool Faculty Association (ULFA), Office Personnel Association of Liverpool Schools (2003)**

Employer Name: **Liverpool Central School District**

Union: **United Liverpool Faculty Association (ULFA), Office Personnel Association of Liverpool Schools**

Local:

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Collective Bargaining Agreement

by and between the

Superintendent of Schools

Liverpool Central School District

and the

United Liverpool Faculty Association

Office Personnel Association of Liverpool Schools

July 1, 2003 - June 30, 2006

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

58

TABLE OF CONTENTS

		PAGE
ARTICLE I	Agreement	1
ARTICLE II	Recognition	1
ARTICLE III	No Strike Pledge	1
ARTICLE IV	Association Security	2
ARTICLE V	Grievance Procedure	3
ARTICLE VI	Separation & Discharge	3
ARTICLE VII	Job Duties & Supervision	4
ARTICLE VIII	Work Day/Work Year	5
ARTICLE IX	Compensation	6
ARTICLE X	Retirement	6
ARTICLE XI	Group Insurance	7
ARTICLE XII	Staff Development	9
ARTICLE XIII	Holidays	9
ARTICLE XIV	Vacations	10
ARTICLE XV	Leaves of Absence	11
ARTICLE XVI	Duration	15
EXHIBIT I	Salary Schedules	16
EXHIBIT II	Position Classification	19
EXHIBIT III	Vacation Credit	20
EXHIBIT IV	Grievance Procedure	21
	Grievance Form	25
	Attendance Transmittal Form	26

A R T I C L E I
A G R E E M E N T

§1.1 Purpose

This Agreement by and between the Liverpool Central School District ("District") and the Office Personnel Association of Liverpool Schools, ULFA ("Association") to govern the terms and conditions of employment and the administration of grievances arising thereunder.

§1.2 Amendment

The District and the Association may, by mutual agreement, add to or alter terms and conditions of this Agreement.

A R T I C L E II
R E C O G N I T I O N

§2.1 Existing Positions

The District recognizes the Association as the sole and exclusive bargaining agent for all Employees as outlined in the position classification list attached hereto as Exhibit 11 Employment for the maximum period provided by law.

§2.2 New Positions

The District and the Association agree to discuss the inclusion of any new position(s) which may be created and which may appear to have the community of interest with positions now represented by the Association. The inclusion of such position(s) shall be by mutual agreement. In the event no agreement is reached, either party may submit the issue to the PERB for reconciliation.

A R T I C L E III
N O S T R I K E P L E D G E

The Association hereby affirms a policy that it does not assert the right to strike against the District, nor will it assist in or participate in any such strike by the Employees, nor will it impose any obligation on said Employees to conduct, assist or participate in a strike.

A R T I C L E I V
A S S O C I A T I O N S E C U R I T Y

§4.1 Association Dues/Insurance Deductions

The District shall deduct from the wages of each Employee who has signed proper payroll deduction authorization cards, regular membership dues and/or insurance premiums and remit them to the Association Treasurer.

§4.2 Bulletin Boards

The Association shall have reasonable access to District designated bulletin boards maintained on the premises and facilities of the District for the purpose of posting notices and other communications provided their content is not derogatory nor controversial.

§4.3 Association Visitation

A duly authorized representative of the Association and/or a representative of any Association program may visit the Employee on the District premises providing there is no inordinate interruption of the work of the Employee and providing prior notice is given to the Employee's supervisor.

§4.4 Job Posting and Award

4.4.1 When new Employees are to be hired, the Association as well as other sources will be afforded the opportunity to send applicants. Said applicants shall be given the same consideration as applicants from other sources provided they qualify for the position and meet the applicable Civil Service regulations. The final judgment in passing upon the qualifications of applicants shall rest with the District.

4.4.2 All vacancies and newly created openings which are applicable to this unit shall be posted for a period of five (5) working days. Such postings will appear in all appropriate District locations and shall include the job title, location and salary range. Interested Employees shall contact the Human Resources Office indicating their interest.

4.4.3 When qualifications are relatively equal, seniority shall prevail in awarding the job.

4.4.4 Experience in the District and existing salary level shall be considered by the District when establishing a salary rate for an Employee who may transfer or be transferred from one class of employment to another within the school district.

§4.5 Seniority

Seniority shall be defined as the length of continuous employment in the bargaining unit and shall be measured from the last date of commencing employment in the bargaining unit. Time spent on leave of absence without pay for more than 30 days shall not be credited to seniority.

§4.6 Civil Service Affiliation

All employment covered by this Agreement will be subject to Civil Service regulations.

§4.7 Membership

All Employees covered by this Agreement have the right to join the Association. New Employees will be informed of the existence of the Association.

§4.8 Bargaining Unit Roster

Upon reasonable request, the Director of Human Resources will provide for the Association President a current bargaining unit roster reflecting name, position and location, appointment date, and annual salary rate.

§4.9 Agency Fee

The District shall deduct from the salary of each bargaining unit member who is not a member of the Association a bi-weekly service fee as a contribution toward the negotiation and administration of the Agreement and the representation for such Employee. The service charge which shall be payable and forwarded to the Association will be deducted in accordance with the current dues deduction procedures and shall be an amount equal to the Association's regular bi-weekly dues. However, agency fee paying members are entitled (upon written request) to refunds for expenses for activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

A R T I C L E V

GRIEVANCE PROCEDURE

The procedure for the resolution of grievances is as described in the Grievance Procedure which is attached to and made part of this Agreement as Exhibit IV.

A R T I C L E VI

SEPARATION AND DISCHARGE

§6.1 Civil Service Protection

All Employees who come under Section 75 of the New York State Civil Service Law shall be afforded the full protection of that law as it pertains and relates to removal or other disciplinary action.

§6.2 Notice of Termination

An Employee must give notice of resignation at least one full pay period before termination date; likewise, the District must give written notice of dismissal at least one full pay period before termination date. Probationary personnel may be dismissed on shorter notice.

§6.3 Use of Accrued Sick Leave

Except as provided in §15.3, Sick Leave Buy Back, Employees will not be compensated for any sick days occurring between date of submission of resignation and termination date, unless there are extenuating circumstances involved.

§6.4 Payment of Wages

Upon quitting, discharge or other separation from employment, the District shall pay all money due the Employee, including any accrued benefits, by the end of the pay period next following the terminal date of services.

§6.5 District Property

Prior to receiving final pay upon separation from employment, an Employee shall return to the immediate supervisor any school property in her/his possession, or assigned to her/him, in substantially the same condition as when received, reasonable wear and tear excepted. Failure to do so shall render the Employee liable for the payment of the fair and reasonable value thereof.

§6.6 Training of Successor

The Employee agrees to train the respective replacement for a period of at least one week during the last two weeks of employment if requested to do so by the District.

A R T I C L E VII

JOB DUTIES AND SUPERVISION

§7.1 Duties and Responsibilities

7.1.1 A statement of duties and responsibilities for the various positions covered by this Agreement shall be available from the immediate supervisor of each Employee.

7.1.2 Each new Employee or each Employee assigned to a new position shall be given a copy of the applicable duties and responsibilities statement. Each such Employee shall agree to observe the duties and responsibilities as identified prior to accepting appointment to such position.

§7.2 Supervision

7.2.1 Each position will be evaluated at least once a year, and each Employee shall have the opportunity to discuss the duties and responsibilities of the position with the immediate supervisor and make suggestions concerning proposed changes.

7.2.2 Each Employee shall receive a written performance appraisal at least once a year. Each new Employee shall receive a written performance appraisal for each formal evaluation conducted during the probationary period.

§7.3 Personnel File

Employees wishing to review their personnel file may do so by scheduling an appointment with the personnel office. Such appointments which interrupt the Employee's normal work schedule require the approval of the Employee's supervisor.

A R T I C L E VIII

WORK YEAR WORK DAY

§8.1 12-Month Employees

8.1.1 The work year shall commence on July 1 and extend through June 30.

8.1.2 The regular work day shall be 7-1/2 hours in length, 37-1/2 hours per week, Monday through Friday, exclusive of a 1/2 hour period for lunch each day, and inclusive of two 15-minute rest periods each day.

§8.2 11-Month Employees

8.2.1 The work year shall commence on September 1 and extend through June 30.

8.2.2 In addition to the above, 11-month Employees shall work for 20 days during the period July 1 through August 31. Such work time to be mutually agreed upon by the Employee and the supervisor.

8.2.3 See 8.1.2 (above).

§8.3 10-Month Employees

8.3.1 See 8.2.1 (above).

8.3.2 See 8.1.2 (above).

§8.4 Emergency Closings

8.4.1 In the event a school is closed for instructional purposes due to an emergency, Employees will make a reasonable effort to report to work. Employees who do not report to work will have the day charged against accumulated paid leave (other than sick leave). Employees who are present for the entire work day shall be awarded a premium of one day's pay in addition to their regular pay for the day.

8.4.2 Where it is determined that situation B as described in Administrative Memorandum #26 dated November 1986, exists or a state of emergency is declared, Employees need not report to work and no deductions will be made from wages or paid leave credit.

8.4.3 In the event a school is closed for employment purposes prior to the end of the normal work day, all Employees will be paid for the normal work day. Those Employees who do not report to work prior to closing of the school will have that portion of a day charged against accumulated paid leave (other than sick leave).

8.4.4 An Employee who is on paid leave of absence during such an emergency school closing will be credited with leave time used during the period of the closing.

ARTICLE IX

COMPENSATION

§9.1 Salary Schedule

Compensation of Employees covered by this Agreement shall be in accordance with the salary schedule attached hereto as Exhibit I.

All wages and other compensation normally increased shall be increased in each year of the agreement by three and one quarter (3.25) percent. Off step unit members shall have their compensation increased by two point three five (2.35) percent.

§9.2 Overtime

9.2.1 All hours worked in excess of eight in any day by an Employee shall be compensated for at the rate of time and one-half the regular hourly rate for the Employee's regular position.

9.2.2 Any Employee working on a legal holiday shall receive the regular pay plus "holiday pay" at the rate of time and one-half the regular pay. Paid holidays shall be considered time worked.

9.2.3 All Sunday work shall be compensated for at the rate of time and one-half the regular hourly rate.

§9.3 Pay Period

9.3.1 All Employees shall be paid in accordance with the schedule of pay dates as adopted annually by the Board of Education.

9.3.2 Each Employee shall be provided with a statement of gross earnings and a statement of deductions taken. Hourly Employees will also receive a statement of hours worked in each pay period. Overtime payments shall be shown separately and shall be paid on the pay day following the period during which the overtime services were performed.

ARTICLE X

RETIREMENT

§10.1 New York State Employees' Retirement System

Retirement benefits shall be provided in accordance with the Improved 1/60th Non-Contributory Retirement Plan (Section 75i) of the New York State Employees Retirement System.

§10.2 District Retirement Incentive

A retirement incentive of \$3,000 shall be awarded to each bargaining unit member who retires within the first fiscal year of achieving full eligibility for retirement under the New York State Employees' Retirement System (NYSERS) in accordance with the following:

- 10.2.1 Full eligibility is defined as follows:
Tier I - age 55 with 20 or more years credited service in the NYSERS.
Tiers II, III, IV - age 62 with 20 or more years credited services in the NYSERS.
- 10.2.2 This incentive shall be in addition to any sick leave cash-in benefit to which an Employee may be entitled under §15.1.7.
- 10.2.3 Not later than December 1 of each fiscal year, the District will give written notice to each Tier I Employee who will achieve 54 years of age and each Tier II, III and IV Employee who will achieve 61 years of age during the current fiscal year that the Employee might become eligible for the retirement incentive during the next fiscal year. Determination of an Employee's eligibility for the incentive will be based upon the credited service reported on the Employee's current annual statement from the NYSERS.
- 10.2.4 Employees will submit an irrevocable letter of intent to retire from the District to the personnel office not less than ninety (90) days prior to the effective date of retirement.
- 10.2.5 Payment of the incentive will be made prior to July 31 of the fiscal year following retirement.
- 10.2.6 Acceptance of any State retirement incentive which might become available will constitute a waiver of entitlement to the District incentive.

ARTICLE XI

GROUP INSURANCE

§11.1 Health and Medical Insurance

- 11.1.1 The District shall continue in effect its presently carried health, major medical and life insurance plans. The Prescription Drug Plan co-pays are: \$1.00 for generic drugs and \$2.00 for brand name drugs.
- 11.1.2 The District shall contribute 95% of the premium for each participating Employee's coverage and 90% of the premium for a participating Employee's dependents coverage. The health plan carries a \$100/\$300 deductible.
- 11.1.3 The District's contribution to Health Maintenance Organization (HMO) premiums shall not exceed the dollar contributions which the District contributes to the basic health and major medical plans.

§11.2 Dental Insurance

- 11.2.1 For each participating Employee, the District shall contribute 90% of the premium for a participant's coverage in a dental insurance program substantially equal in benefits to Upstate Administrative Services (100% Class I, 80% Class II, 50% Class III) with a maximum payment per calendar year per individual of \$1,500.

- 11.2.2 For each participating Employee, the District shall contribute 80% of the premium for a participant's dependents' coverage in a dental insurance program substantially equal in benefits to Upstate Administrative Services (100% Class I, 80% Class II, 50% Class III) with a maximum payment per calendar year per individual of \$1,500.
- 11.2.3 Orthodontia benefits substantially equal in benefits to the Class IV Upstate Administrative Services orthodontia program, shall be added to the dental insurance program for both the employees and dependents at a 60% reimbursement rate, a \$2,000 lifetime maximum per individual, and a \$50 deductible. This maximum shall be over and above the \$1,500 annual maximum for other dental expenses.

§11.3 Dividends

If a dividend is received from the insurance company carrying this coverage at the end of the premium year, it shall be used to reduce the premium for the following year and contributions for the following year shall be computed on the net premium.

§11.4 Parity

The District will make available to the Employees any additional group insurance plan or any improved contribution rate which may be offered to other Employees of the District with payroll deductions for such a benefit in accordance with the approved insurance plan.

§11.5 Retiree Insurances

- 11.5.1 Upon retirement after ten (10) years service to the School District, a Bargaining Unit Member with an effective date of employment prior to January 1, 1993, may elect to continue participation in any aspect of the District's group insurance plans. Such Bargaining Unit Members shall be permitted to participate at the same benefit level(s) and contribution rate(s) as those currently employed.
- 11.5.2 Upon retirement after fifteen (15) years service to the school district, a Bargaining Unit Member with an effective date of employment subsequent to January 1, 1993, may elect to continue participation in any aspect of the District's group insurance plans. Such Bargaining Unit Members shall be permitted to participate at the same benefit level(s) and contribution rate(s) as those currently employed.

§11.6 Flexible Benefit Spending Plan

Effective September 1, 2000, the District will offer a Section 125 Flexible Benefit Spending Plan for Categories I, II, III and IV (payroll deduction insurance premiums contributions, unreimbursed medical expenses, dependent care and non-payroll deduction insurance premiums). OPALS members who elect to enroll in the flexible benefit spending plan will contribute \$40.00 annually (\$2.00 per payroll period) for participation in the program.

OPALS members who elect to participate in the Flex Benefit Spending Plan must submit a signed Enrollment application one month prior to the start of the Plan Year. (August 1, 2000 and December 1, of all subsequent years.)

A R T I C L E X I I

STAFF DEVELOPMENT

§12. Conference Attendance, In-Service Training, Tuition Reimbursement

The sum of \$4,000 will be budgeted annually for the purpose of providing for Employee participation in educational conferences and workshops, in-service training and tuition reimbursement as described below:

- 12.1 Employees with more than one year of regular full-time employment are eligible to participate in a tuition reimbursement program.
- 12.2 To be eligible for tuition reimbursement courses must be taken at a recognized agency or institution competent to offer appropriate instruction.
- 12.3 Courses must be functionally related to a necessary aspect of the Employee's duties.
- 12.4 Approval of courses for reimbursement shall rest with the Director of Human Resources. Such approval shall be sought before a commitment to participate is made.
- 12.5 Upon satisfactory completion, a tuition reimbursement request shall be completed by the Employee and forwarded to the Director of Human Resources with evidence of satisfactory completion.
- 12.6 Tuition reimbursement shall be permitted in an amount not to exceed the current tuition rate at Onondaga Community College, per course.
- 12.7 Employees who participate in approved Liverpool Central School District in-service training programs will be compensated at the rate of \$11 per hour.

A R T I C L E XIII

HOLIDAYS

§13.1 Holidays

The following shall be the schedule of paid holidays for all Employees covered by this Agreement.

Independence Day *	Christmas
Labor Day	New Year's Day
Columbus Day	Dr. King Birthday
Veterans Day	Presidents' Day
Thanksgiving Day	Good Friday
Friday After Thanksgiving	Memorial Day

* Eleven and twelve month Employees only.

Holidays identified above which fall on Saturday shall be observed on the preceding Friday. Holidays which fall on Sunday shall be observed on the following Monday.

§13.2 Floating Holiday

At the conclusion of eight weeks of employment, 12-month Employees shall be entitled to a floating holiday each year, said floating holiday to be scheduled in advance with the approval of the immediate supervisor. Incumbent guidance secretaries, as of June 30, 1975, are also entitled to a floating holiday.

§13.3 Rescheduling the Good Friday Holiday

In the event it is necessary to schedule student attendance on Good Friday, the day will be considered a normal work day not subject to overtime compensation (9.2.2). In this event, Employees are entitled to a one day compensatory holiday to be scheduled with advance approval of the immediate supervisor.

A R T I C L E X I V

VACATIONS

Employees shall be entitled to vacation with pay following six months of continuous service in accordance with the schedule listed as Exhibit III subject to the following:

- §14.1 Vacations will normally be taken when school is not in session. Vacations may be taken at other times, only with administrative approval. In the event a legal holiday, (13.1), falls during the vacation of an Employee, that day will not be charged against vacation time. Compensating additional vacation time will be granted.
- §14.2 Vacation shall be granted at the rate of five days for each six months of service during the first year.
- §14.3 Vacation will continue to be earned at the rate of one day for each five weeks of continuous employment until the close of the next fiscal year, June 30th subject to the maximum limit for the first year.
- §14.4 For purposes of crediting an Employee with 6-20 fiscal years of continuous employment an Employee who commenced full-time employment with the District on or before January 1, will be credited with one fiscal year of service on June 30.
- §14.5 In the event of interrupted employment, an Employee will be given credit on the basis of one year for every two years of previous employment. If the lapse is less than two years, full credit will be given.
- §14.6 Employees whose service is terminated during the first six months of such service will not receive compensation for vacation privileges. Employees whose services terminate after the first six months of such service will receive compensation for any unused vacation time.
- §14.7 For 10 and 11 month employees, vacation shall be taken during the Employee's Work Year. No payment will be made for unused vacation time.
- §14.8 Employees may defer to the next following year up to one year's allocation of unused earned vacation with the approval of the Superintendent.

ARTICLE XV

LEAVES OF ABSENCE

§15.1 Sick Leave

Sick leave shall be considered leave due to illness and/or quarantine of the Employee, or illness of a person in the Employee's immediate family requiring the presence of the Employee; or death in the Employee's immediate family or household. Ten days of accumulated leave may be used each year for such family illness.

Regular Employees shall be entitled to sick leave privileges in accordance with the following provisions:

- 15.1.1 Benefits for a new Employee will commence upon employment and will be credited on the basis of one and one-half days per month until the end of the current fiscal year. At the beginning of the next fiscal year of employment, each Employee will be credited with one and one-half days of sick leave for each month of anticipated employment during the forthcoming fiscal year.
- 15.1.2 Unused sick leave days shall be accumulated at the close of each year to a maximum of 200 days for regular ten-month Employees and 240 days for regular eleven and twelve-month Employees.
- 15.1.3 In the event there is a question regarding the propriety of an Employee's reported illness, the District may require verification of the absence by a physician. The District may also require a physician's statement before permitting an Employee to return to work following an illness in the event there is a question regarding the physical fitness of the Employee to so return.
- 15.1.4 For each day's absence over and above the sick leave benefits hereto provided, 1/10th of the Employee's biweekly salary shall be deducted.
- 15.1.5 Sick leave time shall not be considered time worked when computing overtime.
- 15.1.6 An accounting of accumulated sick leave will be given to each Employee at the beginning of each fiscal year. Employees will not be compensated for any sick leave accrued in excess of the credited amount.
- 15.1.7 Employees with ten years service credit since the last effective date of appointment will receive, upon separation from employment, a stipend of \$40 per accumulated and unused sick leave day not to exceed 240 days. This stipend is not applicable to Employees who are laid-off, unless they subsequently resign from the District, or are dismissed.

§15.2 Sick Leave Bank

A sick leave bank (the "Bank") is established to provide additional sick leave pay to Employees whose personal sick leave accumulation becomes exhausted.

- 15.2.1 Committee: A committee to consist of two persons appointed by the Association and one person appointed by the Superintendent of Schools (the "Committee") will oversee the Bank including approval of requests for use of sick leave bank credits. The vote of a majority of the entire Committee is required to conduct Committee business. Where a

conflict of interest is perceived, the Association President or Superintendent of Schools will, on an ad hoc basis, replace a challenged Committee member at the request of the other.

- 15.2.2 Enrollment: New Employees who have successfully completed their six (6) month probationary period will be offered an opportunity to enroll in the Bank by executing an enrollment application and authorizing the contribution of a day of their sick leave accumulation to the Bank. Thereafter, membership in the Bank shall be continuous until affirmatively rescinded in writing. Contributions to the Bank will be automatic at the determination of the Committee when the Bank balance falls to 30 days. Members will receive notification of the automatic deduction. Employees who choose to discontinue their participation in the Bank will not be eligible for restoration of the contributions they have made to the Bank.
- 15.2.3 Entitlement: Employees who are enrolled in the Bank prior to the onset of disability leave and whose personal sick, and vacation leave accumulation becomes exhausted may petition the Committee through the OPALS President for Bank credits. The Committee will review the request and, at the discretion of the Committee, will review a statement from the applicant's physician verifying disability. Further verification of disability may be required by the District at District expense. There may be a 10-day delay between exhaustion of personal sick, and vacation leave and the onset of Bank entitlement. Commencing the eleventh day, exclusive of Saturdays and Sundays, following depletion of the Employee's personal, sick, and vacation leave accumulation, the Committee shall award sufficient Bank credits to maintain the Employee's regular salary rate for the period of anticipated disability not to exceed the conclusion of the current school year or the maximums stipulated below.
- 15.2.4 Maximum Entitlement: The maximum Bank credit to which an Employee shall be entitled is 30 days in any school year, not to exceed a career maximum of 90.
- 15.2.5 Waiver of Ten Day Delay: Where an Employee's actual sick leave accumulation at the onset of disability is 75% or more of the Employee's maximum possible accumulation, the ten day delay would be waived. For example: an Employee in the tenth year of service has been credited with 180 days sick leave. The 75% threshold represents 135 days. If the Employee had 135 days or more at the onset of disability and exhausted the entire accumulation, the ten day delay would be waived. Where there are recurrences of a condition leading to a disability, whether the ten day delay was originally imposed or waived, the delay would be waived.
- 15.2.6 Unused Credits: Upon return to service, unused Bank credits are returned to the Bank. Employees with no sick leave accumulation will be awarded paid sick leave of one and one-half days per month for the duration of the current year from the Bank. This award is non-cumulative. Where the Employee's annual maximum of 30 days or career maximum of 90 days Bank credit has been exhausted, the District will advance sick leave credit in accordance with policy GCBDA Sick Leave Extension.
- 15.2.7 Appeals: In the event an applicant for sick leave bank credit challenges the decision of the Committee, an appeal will be heard by a tri-partite panel consisting of one person selected by the applicant, one person selected by the Association and one person selected by the District. The decision of a majority of the panel shall be binding.

§15.3 Sick Leave Buy Back

On June 30 of each year, twelve-month Employees who have 235 or more accumulated sick leave days, eleven-month Employees who have 215 or more accumulated sick leave days, and ten-month Employees who have 196 or more accumulated sick leave days shall be permitted to sell back to the District up to 50 of said days at the current separation rate of \$40 per day.

§15.4 Personal Leave

Regular Employees shall be entitled to personal leave privileges in accordance with the following provisions:

15.4.1 Personal leave benefits for a new Employee will commence upon employment and will be credited on the basis of one day for each ten weeks of employment remaining to the end of the current fiscal year. At the beginning of the next fiscal year of employment, each Employee will be entitled to five personal leave days, for the forthcoming fiscal year.

15.4.2 Upon approval of the administration, an Employee's request for personal leave shall be granted without loss of pay where the reason for absence is beyond the control of the individual and cannot readily be scheduled after regular working hours. It is the specific intent of both parties that the leaves provided in this section are not granted for the purpose of a "day off" or a holiday or to supplement a legal holiday or vacation. Abuse of this privilege shall be cause for appropriate disciplinary action. As a basis of uniformity of the various administrators within the school system, the following reasons may serve as a guide for granting personal days:

Emergency Obligation (immediate family or close friend)

1. Birth or adoption in immediate family
2. Attendance at the funeral of a relative or close friend

Legal Business

1. Sale or purchase of residence
2. Litigation

Parental or Personal Responsibilities

1. Transportation of a child to or from college
2. Graduation
3. Medical or dental appointments for Employee or members of family
4. Moving of household
5. Marriage of Employee or in his/her immediate family. Maximum of one (1) day to be used by the Employee for his/her own marriage.

Religious Holidays

As defined by State Education Commissioner's List

Household Emergencies

Emergencies, such as auto accident, serious malfunction of home equipment requiring personal attention, fire, plumbing, heating or electrical emergency, breakdown of a major appliance, etc.

Emergencies deemed legitimate and necessary by the Superintendent

- 15.4.3 Personal leave time shall not be considered time worked when computing overtime.
- 15.4.4 Unused personal leave will be added to the Employee's accumulated sick leave at the end of the fiscal year.

§15.5 Jury Duty

An Employee required to serve on jury duty on a work day shall receive for each day thereof his/her regular salary less any compensation received for such jury service. Expense allowances received in connection with jury service shall not be construed as compensation.

§15.6 Leave Without Pay

- 15.6.1 A leave of absence without pay not to exceed one year may be granted to an Employee by the Board of Education upon the recommendation of the Superintendent.
- 15.6.2 An Employee shall give reasonable notice to the District in writing that such a leave is requested.
- 15.6.3 In the event the length of leave of absence needs to be altered, the date of return will be mutually agreed upon between the Superintendent and the Employee.
- 15.6.4 Leaves of absence without pay for 30 days or less may be granted upon approval of the immediate administrator or supervisor and Superintendent. Longer leaves must be approved by the Board of Education.
- 15.6.5 Fringe benefits will not be available during any leaves of absence without pay. Upon return from such leave of absence, salary and fringe benefits shall be restored and a position within the Employee's classification guaranteed.
- 15.6.6 Employees will continue to gain service credit for salary, vacation and seniority, sick leave and personal leave purposes for any one leave of absence which is approved for 30 days or less.
- 15.6.7 Service credit for salary, vacation and seniority, sick leave and personal leave purposes will not accrue for Employees on leave of absence which exceed 30 days. The length of leave will be measured from its effective date of commencement.

ARTICLE XVI

DURATION

This Agreement shall become effective July 1, 2003 and shall terminate June 30, 2006.

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.

DATE: 9/24/03

BY: Janice H. Matousek
Janice H. Matousek
Superintendent

DATE: 9/24/03

BY: Sara Daggett
Sara Daggett
President, ULFA-OPALS

EXHIBIT I

SALARY SCHEDULES

Step	2003-04	2004-05	2005-06
A10	\$19,291	\$19,358	\$19,427
A11	\$19,851	\$19,918	\$19,987
A12	\$20,466	\$20,496	\$20,565
A13	\$21,101	\$21,131	\$21,162
A14	\$21,754	\$21,786	\$21,818
A15	\$22,426	\$22,461	\$22,494
A16	\$23,120	\$23,155	\$23,191
A17	\$23,836	\$23,872	\$23,907
A18	\$24,574	\$24,611	\$24,647
B10	\$20,260	\$20,294	\$20,328
B11	\$20,885	\$20,919	\$20,953
B12	\$21,534	\$21,564	\$21,599
B13	\$22,202	\$22,234	\$22,265
B14	\$22,891	\$22,923	\$22,956
B15	\$23,598	\$23,635	\$23,668
B16	\$24,327	\$24,365	\$24,403
B17	\$25,081	\$25,118	\$25,157
B18	\$25,856	\$25,896	\$25,934
C10	\$21,867	\$22,220	\$22,842
C11	\$21,967	\$22,570	\$23,192
C12	\$22,641	\$22,931	\$23,554
C13	\$23,336	\$23,627	\$23,926
C14	\$24,052	\$24,344	\$24,645
C15	\$24,786	\$25,084	\$25,385
C16	\$25,545	\$25,584	\$26,149
C17	\$26,327	\$26,624	\$26,932
C18	\$27,133	\$27,434	\$27,739

Ranges

D	\$32,878-\$43,370	\$33,946-\$44,780	\$35,050-\$46,235
E	\$37,139-\$49,324	\$38,346-\$50,927	\$39,592-\$52,582

Supplemental Data

§ 1 Off Schedule Employees

§1.1 In any given year, Employees who were on step 18 of schedule A, B or C, or off-schedule in the preceding year shall be awarded an increase in their base salary amount as follows:

effective July 1, 2003	-	+2.35%
effective July 1, 2004	-	+2.35%
effective July 1, 2005	-	+2.35%

Exhibit I, Supplemental data continued

§ 2 Ranges D and E

Base salaries in ranges D & E are increased, not to exceed range ceilings, as follows:

2003-04 - 3.25% 2004-05 - 3.25% 2005-06 - 3.25%

§ 3 Service Credit

A 12-month Employee whose service began prior to January 1, shall be entitled to one full year of service credit on the following July 1. A 10 or 11-month Employee whose service began prior to February 1, shall be entitled to one full year of service credit on the following July 1. Additional service credit shall be earned upon the completion of each subsequent fiscal year (July 1 - June 30).

§ 4 Partial Work Year

§ 4.1 An Employee whose work year is ten (10) months shall be paid .833 of the amount of the applicable pay rate in schedules A, B, and C and ranges D and E.

§ 4.2 An Employee whose work year is eleven (11) months shall be paid .917 of the amount of the applicable pay rate in schedules A, B, and C and ranges D and E.

§ 5 Increment

To be eligible for incremental movement through schedules A, B and C, an Employee must have worked 50% or more of the Employee's work year in the preceding fiscal year. Time spent on unpaid leave does not count toward time worked.

§ 6 Longevity Stipends

Annual longevity stipends will be paid to Employees with five (5), ten (10), fifteen (15) and twenty (20) or more years of continuous service since the last date of appointment to a position represented by this bargaining unit as follows:

	5 Year	10 Year	15 Year	20 Year
2003 -04	\$533	\$1,453	\$500	\$390
2004 -05	\$550	\$1,500	\$516	\$403
2005 -06	\$568	\$1,549	\$533	\$416

The 15 year longevity shall be increased to \$500 for 2003-04. Thereafter, the longevity shall be increased by the agreed to percentage.

§ 7 Initial Schedule Placement

New employees on schedule A, B, C, D and E positions shall normally be placed on the first step of the appropriate schedule. Where a candidate has exceptional academic preparation or work experience in a related field, initial salary placement shall be established by the Director of Human Resources at a point not in excess of the schedule/range mid-point.

E X H I B I T II

POSITION CLASSIFICATION SCHEDULE

SCHEDULE A

Clerk I
Data Entry Equipment Operator
Information Aide
Library Clerk I
Office Machine Operator
Photo Copy Machine Operator I
Typist I
Word Processing Machine Operator

SCHEDULE B

Employee Insurance Representative
Library Clerk II
Typist II
Word Processing Machine Operator/Center Coordinator

SCHEDULE C

Account Clerk I
Account Clerk - Typist I
Audio Visual Specialist
Clerk I - Accounts Payable
Clerk II
School Secretary I

SCHEDULE D

Account Clerk II
Account Clerk/Typist II
Personnel Aide
School Secretary II

SCHEDULE E

Account Clerk III
Attendance Assistant

E X H I B I T III

VACATION CREDIT (DAYS PER YEAR)

<u>COMPLETE FISCAL YEARS OF SERVICE</u>	<u>10 MONTH EMPLOYEES</u>	<u>11 MONTH EMPLOYEES</u>	<u>12 MONTH EMPLOYEES</u>
1-5	8	9	10
6	9	10	11
7	10	11	12
8	11	12	13
9	11	13	14
10	12	14	15
11	13	15	16
12	14	16	17
13	15	17	18
14	15	17	19
15	16	18	20
20	21	23	25

E X H I B I T I V

GRIEVANCE PROCEDURE

SECTION 1 - Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its employees is essential to the operation of the schools, it is the purpose of this procedure to secure equitable solutions to alleged grievances of the employees through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which the District and its employees are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administration agencies and/or in the courts.

SECTION 2 - Definitions

- a. "Grievance" shall mean any claimed violation, misinterpretation of the contract or inequitable application of the existing laws, rules, procedures, regulations, administrative orders, or work rules of the District, which relates to or involves employees' health or safety, physical facilities, materials or equipment furnished to employees, or supervision of employees; provided, however, that such term shall not include any matter involving an employee's rate of compensation, retirement benefits, disciplinary proceedings, or any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.
- b. "Supervisor" shall mean any immediate superior or other administrator or supervisory office responsible for the area in which an alleged Grievance arises, except for the Chief Executive Officer.
- c. "Superintendent" shall mean the Superintendent of Schools or other person appointed to act on his behalf.
- d. "Aggrieved Party" shall mean any person or group of persons in the negotiating unit filing a Grievance.
- e. "Party in Interest" shall mean the Grievance Committee of the Association and any party named in a Grievance who is not the Aggrieved Party.
- f. "Grievance Committee" is the committee created and constituted by the Liverpool segment of this Bargaining Unit.
- g. "Hearing Officer" shall mean any individual or board charged with the duty of rendering decisions at any stage on Grievance hereunder.

SECTION 3 - Procedures

- a. All Grievances shall include the name and position of the Aggrieved Party, the identity of the provision of law, this agreement, policies, etc., involved in the said Grievance, the time when and the place where the alleged events or conditions constituting the Grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the Aggrieved Party, and a general statement of the nature of the Grievance and the redress sought by the Aggrieved Party.

- b. Except for informal decisions at Stage 1 (a), all decisions shall be rendered in writing at each step of the Grievance Procedure, setting forth findings of fact, conclusions, and supporting reasons therefor. Each decision shall be promptly transmitted to the Employee and the Union.
- c. If a Grievance affects a group of employees and appears to be associated with system-wide policies, it may be submitted by the Union directly at Stage 2 described below.
- d. The preparation and processing of Grievances, insofar as practicable, shall be conducted during the hours of employment, avoiding interruption of employment activity and avoiding involvement of students in any phase of the Grievance Procedure.
- e. The District and the Union agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records concerning alleged Grievance.
- f. Except as otherwise provided in Section 5.1(a) and 5.1(b) an Aggrieved Party and any Party in Interest shall have the right in all stages of a Grievance to confront and cross-examine all witnesses on his own behalf.
- g. No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by either party or any other participant in the Grievance Procedure or any other person by reason of such Grievance or participation herein.
- h. The form for filing Grievances is annexed to this article. Forms for serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Board and the Union. The Superintendent shall then have them printed and distributed so as to facilitate operation of the Grievance Procedure.
- i. All documents, communications, and records dealing with the processing of a Grievance shall be filed separately from the personnel files of the participants.
- j. Nothing contained herein will be construed as limiting the right of any employee having a Grievance to discuss the matter informally with any appropriate supervisory personnel and having the Grievance informally adjusted without intervention of the Union. In the event that any Grievance is adjusted without formal determination pursuant to this Procedure, while such adjustment shall be binding upon the Aggrieved Party and shall in all respects be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
- k. If any provision of this Grievance Procedure or any application thereof to any employee or group of employees in the Negotiating Unit shall be finally determined by any court to be 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 will continue in full force and effect.
- l. The Superintendent shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written Grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1(a) and all written decisions at all stages. Official minutes, if requested by either party, shall be kept on all proceedings at Stage 4 with expenses thereof shared by Board and Union. A copy of such minutes shall be made available to the parties promptly after the conclusion of hearing at Stage 4(d). The Official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party and the Board, but shall not be deemed a public record.

- m. The existence of the Procedure hereby established shall not be deemed to require any employee to pursue the remedies here provided and shall not in any manner impair or limit the right of any employee to pursue any other remedies available in any form.

SECTION 4 - Time Limits

- a. Since it is important to good relationships that Grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- b. No written Grievance will be entertained as described below 5.1(b), and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within thirty (30) school days after the employee knows of the act or condition on which the grievance is based.
- c. If a decision at one stage is not appealed to the next stage of the Procedure within the time limit specified, the Grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
- d. Failure, at any stage of the Grievance Procedure, to communicate a decision to the Aggrieved Party, his/her representatives, and the Union within the specified time limit shall permit the lodging of an appeal at the next stage of the Procedure within the time which would have been allotted had the decision been communicated by the final day.
- e. In the event a Grievance is filed on or after June 1, every effort shall be made to settle the Grievance by June 30.

SECTION 5 - Stages

1. Stage 1: Supervisor

- a. An employee having a Grievance will discuss it with his/her supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all Parties in Interest but, in arriving at his/her decision, will not consider any material or statements offered by or on behalf of any such Party in Interest with whom consultation has been had without the Aggrieved Party or his/her representative present.
- b. If the Grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within two (2) school days after the written Grievance is presented to him/her, the supervisor shall, without any further consultation with the Aggrieved Party or any Party in Interest, render a decision therein, in writing, and present it to the employee, his/her representative, and the Union.

2. Stage 2: Superintendent

- a. If the employee initiating the Grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this Grievance Procedure, the employee shall, within five (5) school days, present the grievance to the Union's Grievance Committee for its consideration, and the Union shall notify the District.
- b. If the Grievance Committee determines that the employee has a meritorious Grievance, then it will file a written appeal of the decision at Stage 1 with the Superintendent within ten (10) school days after the employee has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

- c. Within five (5) school days after receipt of the appeal, the Superintendent shall hold a hearing with the employee and the Grievance Committee or its representative and all other Parties in Interest.
- d. The Superintendent shall render a decision in writing to the employee, the Grievance Committee and its representatives, within five (5) school days after the conclusion of the hearing.

3. Stage 3: Board of Education

- a. If the employee and the Union are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Education within ten (10) school days after receiving the decision at Stage 2. The Official Grievance Record maintained by the Superintendent shall be available for the use of the Board of Education.
- b. Within ten (10) school days after receipt of an appeal, the Board of Education shall hold a hearing on the Grievance. The hearing shall be conducted in executive session.
- c. Within ten (10) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the Grievance.

4. Stage 4: Arbitration

- a. After such hearing, if the employee and/or Union are not satisfied with the decision at Stage 3, and the Union determines that the Grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the Grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage 3.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board of Education and the Union will agree upon a mutually acceptable arbitrator competent in the area of the Grievance, and will obtain a commitment from said arbitrator to serve.
- c. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- d. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues.
- e. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement, nor add to, subtract from, or modify any of the provisions of this Agreement.
- f. The decision of the arbitrator shall be final and binding upon all parties.
- g. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Union.

LIVERPOOL CENTRAL SCHOOL DISTRICT
GRIEVANCE FORM

Employee's Name: _____ Date: _____

Building: _____ Position: _____

Nature of Grievance: _____

Settlement Desired: _____

Signed: _____ Signed: _____
Employee For the Association

District Reply: _____

Date: _____ Signed: _____

Fill out in quadruplicate, distribute to:

1. Immediate Supervisor
2. Building representative, if any
3. Grievance Committee
4. Employee

LIVERPOOL CENTRAL SCHOOL DISTRICT ATTENDANCE TRANSMITTAL FORM

Name: _____ Date of Request: _____
 Social Security #: _____ Building Assigned: _____
 Position: _____

Dates	No. of Days	Type of Absence								
601. _____	_____	Sick Days: (as provided in the Collective Bargaining Agreement) Personal illness, family illness or death in immediate family or household.								
602. _____	_____	Personal Days: (as provided in the Collective Bargaining Agreement) Emergency Obligation Examples: 1. Birth or adoption in immediate family 2. Death or serious illness in immediate family 3. Death or serious illness of a close friend								
603. _____	_____	Legal Business Examples: 1. Sale or purchase of residence, 2. Litigation								
604. _____	_____	Parental or Personal Responsibilities Examples: 1. Transportation of a child to or from college, 2. Graduation, 3. Medical or dental appointments for employee or members of family, 4. Moving of household								
605. _____	_____	Religious Holiday (Commissioner of Education list)								
606. _____	_____	Household Emergencies								
607. _____	_____	Marriage in the Immediate Family (Maximum 1 day to be used for employee's own marriage)								
608. _____	_____	Emergencies (deemed legitimate and necessary by the Superintendent)								
609. _____	_____	Personal Reasons (no reason need be given: 1 day per fiscal year: ULFA, LAA, OPALS)								
610. _____	_____	Floating (if applicable)								
611. _____	_____	Vacation (if applicable)								
612. _____	_____	Professional <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Recruitment</td> <td style="width: 50%;">Field Trip</td> </tr> <tr> <td>Conference Attendance</td> <td>In-service</td> </tr> <tr> <td>Visitation</td> <td>Contractual</td> </tr> <tr> <td>Workshop</td> <td>Temporary Reassignment</td> </tr> </table>	Recruitment	Field Trip	Conference Attendance	In-service	Visitation	Contractual	Workshop	Temporary Reassignment
Recruitment	Field Trip									
Conference Attendance	In-service									
Visitation	Contractual									
Workshop	Temporary Reassignment									
613. _____	_____	Jury Duty								
614. _____	_____	Military Leave								
615. _____	_____	Excused Without Pay								
616. _____	_____	Unexcused								
617. _____	_____	Other: Explain _____								

Signature of Employee: _____ Date: _____
 Supervisor: _____ Date: _____

White Copy - Office; Yellow Copy - Employee

Office Personnel Index

<u>Item</u>	<u>Page</u>	<u>Item</u>	<u>Page</u>
Agency Fee	3	New Positions	1
Amendment	1	No-strike Pledge	1
Association Membership	3	Notice of Termination	3
Association Visits	2	Overtime Pay	6
Bargaining Exclusivity	1	Parental Leave	13
Bargaining unit Roster	3	Pay Period	6
Bulletin Boards	2	Payroll Deductions	2
Civil Service Affiliation	2	Performance Appraisal	4
Civil Service Protection	3	Personal Leave	13
Conference Attendance	9	Personnel File	5
Disability Leave	11	Position classification schedule	19
District Property	4	Purpose	1
Dues Deduction	2	Recognition	1
Duration of Agreement	15	Representation	1
Duties & Responsibilities	4	Retirement	6
Emergency Closings	5	Retirement, District Incentive	6
Existing Positions	1	Retirement, State System	6
Flexible Benefit Spending Plan	8	Salary Schedules, Exhibit I	16
Floating Holiday	10	Salary, Annual Increment	17
Good Friday Holiday	10	Salary, Initial Placement	18
Grievance Form, Exhibit IV	25	Salary, longevity Stipends	17
Grievance Procedure, see Exhibit IV	21	Salary, Off Schedule Employees	17
Holidays	9	Salary, partial work year	17
In-Service Training	9	Salary, service credit	17
Insurance Deductions	2	Seniority, defined	2
Insurance, Dental	7	Sick Leave	11
Insurance, Dividends	8	Sick Leave Bank	11
Insurance, Flexible Benefit Plan	8	Sick Leave Buy Back	13
Insurance, Health	7	Staff Development	9
Insurance, Parity	8	Supervision	4
Insurance, Retiree	8	Term of Agreement	15
Internal Applicants	2	Termination Notice	3
Job Award	2	Termination, Payment of Wages	4
Job Duties & Responsibilities	4	Termination, use of Sick Leave	4
Job Posting	2	Training of Successor	4
Jury Duty Leave	14	Tuition Reimbursement	9
Leave of Absence	11	ULFA Bargaining Representative	1
Leave without Pay	14	Unit Roster	3
Leave, Disability	11	Vacation	10
Leave, Parental, Personal	13	Vacation Accumulation Schedule	20
Leave, Sick Bank	11	Visits, Association	2
Longevity Stipends	17	Work Year, Work Day	5
Maternity Leave	13		

