



**Cornell University**  
**ILR School**

### **NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

**Title: Liverpool Central School District and Liverpool Teacher Aides and School Monitors Unit, United Liverpool Faculty Association, New York State United Teachers (NYSUT) (2009)**

**Employer Name: Liverpool Central School District**

**Union: Liverpool Teacher Aides and School Monitors Unit, United Liverpool Faculty Association, New York State United Teachers (NYSUT)**

Local:

**Effective Date: 07/01/2009**

**Expiration Date: 06/30/2012**

**PERB ID Number: 8027**

Unit Size:

**Number of Pages: 22**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AID 18027

**Collective Bargaining Agreement**

by and between the

**Superintendent of Schools**

**Liverpool Central School District**

and the

**United Liverpool Faculty Association**

on behalf of

**Teacher Aides**

**July 1, 2009 - June 30, 2012**

## TABLE OF CONTENTS

### PAGE

ARTICLE I	Agreement	1
ARTICLE II	Recognition	1
ARTICLE III	Compensation	1
ARTICLE IV	Leave of Absence With Pay	2
ARTICLE V	Leave of Absence Without Pay	4
ARTICLE VI	Emergency Closings	5
ARTICLE VII	Duty Free Periods	6
ARTICLE VIII	Paid Legal Holidays	6
ARTICLE IX	Work Year	6
ARTICLE X	Layoff/Recall	6
ARTICLE XI	Professional Liability	7
ARTICLE XII	Retirement: NYS Employee's Retirement System	7
	Local Separation Stipend	7
	District Retirement Incentive	8
ARTICLE XIII	Personnel Files	8
ARTICLE XIV	Payroll Deductions	9
ARTICLE XV	In-Service Education	9
ARTICLE XVI	Compensation When Employed As A Substitute Secretary	9
ARTICLE XVII	Grievance Procedure	10
ARTICLE XVIII	Group Insurance	11
ARTICLE XIX	Supervision and Evaluation	12
ARTICLE XX	Labor Management Committee	13
ARTICLE XXI	Term	14
ARTICLE XXII	Entire Agreement	14
	<u>EXHIBITS</u>	
EXHIBIT A	Grievance Form	15
EXHIBIT B	Attendance Transmittal Form	16
EXHIBIT C	Evaluation Form	17
EXHIBIT D	Notice of Election to Retire	18

**ARTICLE I**  
**AGREEMENT**

Between LIVERPOOL CENTRAL SCHOOL DISTRICT ("District") and UNITED LIVERPOOL FACULTY ASSOCIATION ("Association") to govern the wages and terms and conditions of employment of Teacher Aides / School Monitors and the administration of grievances arising thereunder.

**ARTICLE II**  
**RECOGNITION**

- §2.1 The Association is the exclusive bargaining agent for all persons employed (full and part-time) by the District as Teacher Aides/School Monitors. All references in this contract to Teacher Aides shall include School Monitors unless otherwise indicated.
- §2.2 Itinerant daily substitute Teacher Aides/School Monitors and all other employees of the District are excluded.
- §2.3 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.

**ARTICLE III**  
**COMPENSATION**

- §3.1 **Wages**

	<b>Teacher Aide</b>	<b>School Monitor</b>
3.1.1 Effective July 1, 2009	\$ 15.57 per hour	\$ 16.35 per hour
3.1.2 Effective July 1, 2010	\$ 15.90 per hour	\$ 16.70 per hour
3.1.3 Effective July 1, 2011	\$ 16.25 per hour	\$ 17.07 per hour
- §3.2 **Longevity**
  - 3.2.1 Teacher Aides with five (5) or more years' continuous Teacher Aide service in the District since the latest date of hire shall receive the following addition to their hourly rate:

2009-10	\$.83	2010-11	\$.85	2011-12	\$.87
---------	-------	---------	-------	---------	-------
  - 3.2.2 Teacher Aides with ten (10) years or more continuous Teacher Aide service in the District since the latest date of hire shall receive the following addition to their hourly rate:

2009-10	\$.80	2010-11	\$.82	2011-12	\$.84
---------	-------	---------	-------	---------	-------

3.2.3 Teacher Aides with fifteen (15) years or more continuous Teacher Aide service in the District since the latest date of hire shall receive the following addition to their hourly rate:

2009-2010	\$ .33	2010-11	\$ .34	2011-12	\$ .35
-----------	--------	---------	--------	---------	--------

**§3.3 Service**

For purposes of this Article, a Teacher Aide who commenced employment at or prior to February 1st of the work year shall be credited with a year of service for that year. Approved leaves of absence without pay do not interrupt continuous service but shall not add to service credit. All paid leaves of absence shall be counted as credited service.

**ARTICLE IV**

**LEAVE OF ABSENCE WITH PAY**

**§4.1 Sick Leave**

- 4.1.1 Teacher Aides will earn one and one-half days of paid sick leave credit for each month of employment cumulative to 200 days. Effective July 1, 1993, 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 (10) days of accumulated leave may be used each year for such purposes.
- 4.1.2 On the effective date of employment, each Teacher Aide will be credited with the equivalent of one and one-half days of sick leave for each month of anticipated active employment during the first year in the District. Thereafter, the equivalent of one and one-half days paid sick leave credit per month of anticipated employment will be granted to each Teacher Aide at the beginning of the school year.
- 4.1.3 The District reserves the right to request a physician's certificate to justify use of the sick leave privilege. The certificate will be requested before the sick leave terminates. It will normally be provided by the Teacher Aide's own physician; however, if the District requires an examination by a school designated physician, the expense of such an examination would be born by the District.
- 4.1.4 A Teacher Aide who is unable to perform duties by reason of a disability associated with pregnancy or child-bearing shall, if on active duty at the time said disability occurs, be entitled to the sick leave benefits provided in this Agreement. Sick leave benefits, however, shall terminate upon commencement of an unpaid leave if so entitled.
- 4.1.5 Where less than a 5-day work week is scheduled, sick leave credit shall be prorated on the basis of a 5-day work week, rounded to the closest 1/2 day.

**§4.2 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.

- 4.2.1 **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.
- 4.2.2 **Enrollment:** New Employees 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.
- 4.2.3 **Entitlement:** Employees who are enrolled in the Bank prior to the onset of disability leave and whose personal and sick leave becomes exhausted may petition the Committee through the ULFA 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 and sick leave and the onset of Bank entitlement. Commencing the eleventh day, exclusive of Saturdays and Sundays, following depletion of the Employee's personal and sick leave, 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. Should the disability persist longer than originally anticipated, 20 day renewals of sick leave Bank credit may be awarded by the Committee.
- 4.2.4 **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.
- 4.2.5 **Waiver of 10 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 10 day delay would be waived. For example: an Employee in the tenth year of service has been credited with 150 days sick leave. The 75% threshold represents 112.5 days. If the Employee had 112.5 days or more at the onset of disability and exhausted the entire accumulation, the 10 day delay would be waived. Where there are recurrences of a condition leading to a disability, whether the 10 day delay was originally imposed or waived, the delay would be waived.
- 4.2.6 **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.
- 4.2.7 **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.

**§4.3 Emergency or Personal Business Leave**

- 4.3.1 Teacher Aides who are regularly employed for 22.5 hours per week or more as a Teacher Aide, Teacher Assistant, or a combination thereof, shall be given five (5) working days per school year with pay for emergency or personal reasons as set forth on the Attendance Transmittal Form attached hereto as Exhibit B.
- 4.3.2 Teacher Aides who are regularly employed for less than 22.5 hours per week shall be given three (3) working days per school year with pay for emergency or personal reasons as set forth on the Attendance Transmittal Form attached hereto as Exhibit B.
- 4.3.3 It is the specific intent of the 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. Moreover, it must be the case that such emergency or personal business obligation needs the personal attention of the Teacher Aide and cannot be attended to at other than normal working hours. Abuse of this privilege shall be cause for appropriate disciplinary action.
- 4.3.4 Any unused portion of the leave granted by this section shall accumulate to the Teacher Aide's sick leave credit at the end of any school year.
- 4.3.5 The Attendance Transmittal Form shall be completed wherever possible prior to each of the personal days.
- 4.3.6 Where less than a 5-day work week is scheduled, personal business leave credit shall be prorated on the basis of a 5-day work week rounded to the closest 1/2 day.

**§4.4 Jury Duty Leave**

Teacher Aides who are called to jury duty will seek reassignment to a time period, which does not conflict with their work year. Where this is not possible, leave of absence with pay will be awarded.

**§4.5 Excess Use**

A Teacher Aide who, upon termination of employment, has taken paid leave in excess of the number of paid leave days earned in accordance with this Article, will have the difference (based on current hourly rate and regular daily hours) deducted from final pay.

**§4.6 Differing Interpretations**

Should any differences arise between the Teacher Aides and Immediate Supervisor regarding the correct interpretation of this section, either party may consult the Director of Human Resources.

**ARTICLE V**

**LEAVE OF ABSENCE WITHOUT PAY**

§5.1 Upon reasonable notice, the District will award leave of absence without pay in cases of personal illness, personal business as defined on the District's Attendance Transmittal Form, conference and visitation.

**§5.2 Parental Leave**

5.2.1 A leave of absence without pay shall be granted by the District to a Teacher Aide for the purpose of childbearing and/or child rearing for a period not to exceed two (2) years.

5.2.2 A Teacher Aide shall give thirty (30) days advance notice to the District in writing for such a leave unless emergency conditions warrant otherwise. In cases of adoption, such leave shall commence upon adoption.

5.2.3 The effective date for a Teacher Aide's return from such a leave of absence shall be at the beginning of a semester unless the District, Teacher Aide and the Association mutually agree otherwise. The Association shall not have the power to veto such an agreement.

5.2.4 A Teacher Aide who is pregnant may continue in active employment as late into pregnancy as is desired.

5.2.5 A Teacher Aide who is unable to perform assigned duties by reason of a disability associated with pregnancy or child-bearing shall, if on active duty at the time said disability occurs, be entitled to the sick leave benefits provided in Article IV of this Agreement. Sick leave benefits, however, shall terminate upon commencement of an unpaid leave.

5.2.6 The District's obligation to contribute to group health and prescription insurance premiums for employees on a child rearing/family or personal medical leave of absence without pay is limited to 12 months of premium costs.

**§5.3 Maximum Unpaid Leave Entitlement**

A Teacher Aide shall not be entitled to aggregate more than four School Years of unpaid leave of absence in any period of ten (10) consecutive School Years.

5.3.1 Teacher Aides last employed prior to July 1, 1992 shall begin their ten (10) consecutive year periods on July 1, 1992.

5.3.2 Teacher Aides on unpaid leave of absence prior to September 1, 1992 shall begin the ten (10) consecutive year periods on the date of the return to active service.

5.3.3 Teacher Aides employed subsequent to July 1, 1992 shall begin their ten (10) consecutive year periods on their effective date of employment.

§5.4 Excessive absenteeism will be cause for disciplinary action including discontinuation of employment.

**ARTICLE VI**

**EMERGENCY CLOSINGS**

In the event that schools are closed or opened late or dismissed early due to inclement weather condition or other emergency situations, Teacher Aides shall be compensated at their regular rate for their regular hours. Where excessive snow days or other emergency closings cause a reduction in pupil attendance days below the State required 180, Teacher Aides will work the necessary number of extra days scheduled for pupils during vacation periods without additional compensation if so



requested by the District. The Association shall have the right to consult with the District on the rescheduling of the days.

## **ARTICLE VII**

### **DUTY FREE PERIODS**

Teacher Aides who work six (6) hours or more per day shall be entitled to two (2) fifteen (15) minute daily duty-free periods. Teacher Aides who work less than six (6) hours per day but who work three (3) or more hours per day shall be entitled to one (1) fifteen (15) minute daily duty free period.

## **ARTICLE VIII**

### **PAID LEGAL HOLIDAYS**

§8.1 Teacher Aides shall be entitled to the following paid legal holidays during the work year:

Columbus Day	New Year's Day
Veterans Day	Martin Luther King Day
Thanksgiving Day	Presidents' Birthday
Friday after Thanksgiving	Good Friday
Christmas Day	Memorial Day

§8.2 In addition to the above, twelve month Teacher Aides shall be entitled to observe Independence Day and Labor Day as paid holidays.

## **ARTICLE IX**

### **WORK YEAR**

The work year for Teacher Aides shall be the same as the student year plus the Tuesday and Wednesday following Labor Day.

## **ARTICLE X**

### **LAYOFF/RECALL**

§10.1 The names of Teacher Aides working or who have worked twenty (20) or more hours per week and who have had three (3) years or more of such service, shall be placed on a District-wide seniority list. The names of such Teacher Aides whose hours are or have been involuntarily reduced to fewer than twenty hours per week shall remain on said list. In cases of reduction in the work force involving such Teacher Aides, the Teacher Aide with the least seniority from the above mentioned list shall be the first to be laid off.

§10.2 Recall to twenty (20) or more hour positions shall be on a seniority basis with those laid off Teacher Aides with the most seniority being recalled first. Recall rights shall remain in effect for four (4) years. These provisions are intended only to protect the more senior Teacher Aides from layoff. It is not intended that "bumping rights" to certain positions be created. Assignments and reassignment of positions is left to the discretion of the District.

**§10.3 Restoration of Hours**

As additional Teacher Aide hours are authorized in a particular location, the District will make a good faith effort to restore the hours of Teacher Aides at that location whose regular hours have been reduced involuntarily from those enjoyed earlier in the current year or in either of the two (2) preceding years before other Aides' hours are increased or new personnel are employed. Such good faith effort shall not extend to disrupting the regular hours of employment or assigned duties of other Aides without their consent.

**§10.4 Seniority List**

Copies of the current bargaining unit seniority lists will be provided to the United Liverpool Faculty Association upon reasonable request.

**ARTICLE XI**

**PROFESSIONAL LIABILITY**

§11.1 Teacher Aides shall be provided the liability protections afforded by Law for as long as the Law provides such protections.

§11.2 Teacher Aides shall be reimbursed for any medical costs and for costs of replacing or repairing dentures, eye glasses, hearing aids or any similar bodily appurtenances which are damaged, destroyed or lost while the Teacher Aide is acting in the legal discharge of assigned duties within the scope of employment. Claims shall be filed by the Teacher Aide pursuant to Workers' Compensation Law and for any insurance carried by the District prior to making application for reimbursement from the District. Such reimbursement shall not exceed 100% of the loss sustained.

§11.3 In order to be eligible for such reimbursement, the Teacher Aide must report the incident to the Superintendent of Schools. The report should be filed as soon as practicable and, except in unusual circumstances, should be filed within five (5) school days of the incident.

**ARTICLE XII**

**RETIREMENT**

**§12.1 New York State Employees Retirement System**

Teacher Aides are entitled to become members of the New York State Employees Retirement System as provided by law. Upon initial employment, all Teacher Aides will be presented with information regarding membership in the NYSERS and offered opportunity to join the System as provided by law. Additional information regarding NYSERS membership is available upon request from the District, the Association and the System.

**§12.2 Local Separation Stipend**

Upon separation from employment, including retirement, after ten (10) years of continuous active service in the District since the last date of appointment, Teacher Aides shall be entitled to receive a stipend based upon the Teacher Aide's earned and unused sick leave

days as of the end of the month preceding the effective date of separation from employment not to exceed two hundred (200) such days, multiplied by \$25.

### §12.3 **District Retirement Incentive**

A retirement incentive of \$3,000 shall be awarded to each Teacher Aide who retires within the first fiscal year of achieving full eligibility for retirement without penalty in accordance with the following:

12.3.1 Full eligibility is defined as follows:

Age 55 or older and eligible for benefits without penalty under the New York State Employees' Retirement System (NYSERS),

**O R**

Age 55 or older with ten (10) or more years of employment in the District.

12.3.2 This incentive shall be in addition to the local separation stipend to which a Teacher Aide may be entitled under §12.2 above.

12.3.3 Not later than December 1 of each fiscal year the District will give written notice to each Teacher Aide who will achieve 54 years of age during the current fiscal year that the Teacher Aide might become eligible for the retirement without penalty incentive during the next fiscal year.

12.3.4 Determination of a Teacher Aide's eligibility for the incentive will be based upon the credited service reported on the Teacher Aide's current annual statement from the NYSERS or the last effective date of employment in the District, whichever is applicable.

12.3.5 Teacher Aides 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.

12.3.6 Payment of the incentive will be made within sixty (60) days of the effective date of retirement.

12.3.7 Acceptance by a Teacher Aide of any State retirement incentive which might become available will constitute a waiver of entitlement to the District incentive.

12.3.8 The District's fiscal year is the period July 1 through June 30.

## **A R T I C L E X I I I**

### **P E R S O N N E L F I L E S**

§13.1 The official personnel file for Teacher Aides shall be maintained by the District personnel office. A duplicate of this file may be retained by the immediate supervisor. The personnel file shall contain records, reports, recommendations and correspondence between the Teacher Aide and the District subsequent to employment. Copies of said documents shall be distributed to the Teacher Aide. Teacher Aides may inspect personnel files upon request and make copies of material found therein at a cost not to exceed \$.10 a page. Pre-employment and confidential information shall not be considered part of the personnel file.

§13.2 No complaint shall be placed in a Teacher Aide's file without his/her knowledge and an opportunity to make a written statement of explanation to be attached.

## **ARTICLE XIV**

### **PAYROLL DEDUCTIONS**

- §14.1 For Teacher Aides who properly execute and file an appropriate authorization certificate with the School District Treasurer, the District will deduct from biweekly wages a stipulated amount and transmit said amount to the agency designated on the authorization certificate on not less than a monthly basis. Deductions which require the authorization of a Teacher Aide include: United States Savings Bond purchases, association dues, credit union, NYSUT VOTE-COPE and tax sheltered annuity contributions.
- §14.2 Deductions shall commence with the payroll period first following receipt of an authorization certificate.
- §14.3 Deductions shall conclude at such time as the entire stipulated amount has been deducted or at the end of the current school year or upon receipt of notice to discontinue deductions given by a Teacher Aide to the School District Treasurer.
- §14.4 Deduction authorization certificates acceptable to the School District Treasurer will be provided by the Association.
- §14.5 No deductions will be made if earnings are not sufficient to cover all deductions.
- §14.6 Effective as soon as possible after January 1, 1995, the District will provide direct deposit through payroll deduction to bargaining unit members.

## **ARTICLE XV**

### **IN-SERVICE EDUCATION**

- §15.1 Teacher Aides are eligible to participate in the District's in-service education program. Upon District invitation, Teacher Aides who satisfactorily complete in-service education activities shall be compensated at the rate of \$9.00 per hour.

## **ARTICLE XVI**

### **COMPENSATION WHEN EMPLOYED AS A SUBSTITUTE SECRETARY**

Teacher Aides who work as substitute secretaries for periods of two (2) hours or more shall be paid their hourly rate or the sub-secretarial rate (whichever is higher) for each such "substitute hour" worked. Except in emergency situations, Teacher Aides may refuse such assignments to the extent that the length of the normal workday is extended.

**ARTICLE XVII**  
**GRIEVANCE PROCEDURE**

**§17.1 Definitions**

- 17.1.1 Grievance shall mean any claimed violation [misinterpretation, misapplication, or improper application] of the terms and conditions of this Agreement.
- 17.1.2 Grievant shall mean any individual Liverpool Teacher Aide, group of Teacher Aides and/or the United Liverpool Faculty Association.

**§17.2 Grievance Procedure**

- 17.2.1 A grievant that believes that the terms of this collective bargaining agreement have been breached is encouraged to initiate informal resolution, either directly or through a representative, by discussing the situation with the principal of the building involved or with any other appropriate member of the Administration. Determinations reached at this stage of the grievance procedure shall not be deemed to be precedent setting or binding on either party in future proceedings.
- 17.2.2 Should such discussion fail to resolve the matter, the grievant, within twenty (20) school days of the time that the grievant knew or should have known of the matter shall reduce the matter to writing and submit it to the Assistant Superintendent for Human Resources for resolution. The form for filing a grievance is attached hereto as Exhibit A.
- 17.2.3 The Director of Human Resources shall review the Grievance and render a written decision to the Grievant not later than ten (10) school days from the date of receipt.
- 17.2.4 Where a Grievant is not satisfied with the decision of the Assistant Superintendent for Human Resources, said Grievant may, within fifteen (15) school days of receipt of said decision, initiate an appeal in writing to the Superintendent of Schools who shall review the matter, conduct a hearing if deemed appropriate and render a written decision to the Grievant not later than ten (10) school days from date of receipt.

**§17.3 Arbitration**

- 17.3.1 If the grievance is denied at the above stage, the Association must, within ten (10) school days of receipt of the decision, notify the Superintendent of Schools that it wishes to have arbitration on the issue by an arbitrator agreed to by the parties.
- 17.3.2 Within ten (10) school days after such written notice of submission to arbitration, the District and the Association will attempt to agree upon a mutually acceptable arbitrator competent in the area of the Grievance, and will obtain a commitment from said arbitrator to serve.
- 17.3.3 If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, either party may request appointment of an Arbitrator under the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- 17.3.4 The Arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.

- 17.3.5 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 violative of the terms of this Agreement, nor add to, subtract from or modify any of the provisions of this Agreement.
- 17.3.6 The decision of the Arbitrator shall be final and binding upon all parties.
- 17.3.7 The costs of the services of the Arbitrator, including expenses, if any, will be borne equally by the District and the Association.

## **ARTICLE XVIII**

### **GROUP INSURANCE**

#### **§18.1 Health, Major Medical, Prescription Insurance**

- 18.1.1 Teacher Aides who are regularly employed for twenty-two and one-half (22.5) hours or more per week as a Teacher Aide, Teacher Assistant, or a combination thereof, may participate in the District's health, major medical, life and prescription insurance plans on the same basis as Teachers. In addition, those Teacher Aides who have worked twenty-two and one-half (22.5) hours per week or more as a Teacher Aide, Teacher Assistant, or a combination thereof, for one (1) school year and who are involuntarily reduced to fewer than twenty-two and one-half (22.5) hours per week shall also receive the same insurance benefits as outlined in this paragraph.
- 18.1.2 Teacher Aides who are regularly employed for fewer than twenty-two and one-half (22.5) hours per week as a Teacher Aide, Teacher Assistant or combination thereof, may participate in the District's health, major medical, life and prescription insurance plans by pre-paying in accordance with established District billing practices the entire quarterly premium for the insurance coverage selected.
- 18.1.3 Effective September 1, 2006 prescription drug co-pays are \$5.00 for generic drugs and \$10.00 for brand name drugs. Mail order drugs (90 day supply) are \$10.00 for generic drugs and \$20.00 for brand name drugs. Effective December 1, 2006, the co-payments for mail order drugs (90-day supply) are \$5 for generic drugs and \$10 for brand name drugs.
- 18.1.4 The District shall contribute 95% of the premium for each participating teaching assistants coverage and 90% of the premium for a participating dependent coverage. For teaching assistants appointed on or after July 1, 2007, the District shall contribute 85% of the premium participation in the group health insurance for dependent's coverage.

#### **§18.2 HMO Premiums**

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.

#### **§18.3 Dental Insurance**

All Teacher Aides may participate in the District's dental insurance plan by pre-paying in accordance with established District billing practices the entire quarterly premium for the insurance coverage selected.

#### **§18.4 Retiree Insurance**

18.4.1 Upon retirement after ten (10) years service to the School District, a Bargaining Unit Member, with an effective date of employment prior to July 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.

18.4.2 Upon retirement after fifteen (15) years service to the School District, a Bargaining Unit Member, with an effective date of employment subsequent to July 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.

#### **§18.5 Flexible Benefit Spending Plan**

Effective July 1, 2006, the District will offer a Section 125 Flexible Benefit Spending Plan for Category I, II, III and IV (payroll deduction insurance premium contributions, unreimbursed medical expenses, dependent care and non-payroll deduction insurance premiums). Teacher Aides who elect to enroll in the flexible benefit spending plan will participate in all categories of the plan with no annual fee.

Employees who elect to participate in categories II, III or IV of the Flex Benefit Spending Plan must submit a signed Enrollment application one month prior to the start of the Plan Year. (December 1)

#### **§18.6 Continued Health Insurance for Surviving Spouses:**

18.6.1 Surviving spouses and/or dependents of active or retired employees are eligible for twelve (12) months of continued dependent health insurance coverage equal to that which was in force on the date of the death of the employee or retiree.

18.6.2 During said 12 month period, the surviving spouse and/or dependent(s) shall pay the employee premium contribution rate in accordance with the terms of the appropriate bargaining agreement.

18.6.3 Upon expiration of the 12 month period, the surviving spouse and/or dependent(s) will be eligible for continued health insurance benefits through COBRA.

## **ARTICLE XIX**

### **SUPERVISION AND EVALUATION**

§19.1 The purpose of having Teacher Aide Evaluation is to help them improve their skills and to compile adequate information to validate decisions concerning continuation or termination of employment in the District.

§19.2 Every Teacher Aide, upon employment or upon change of assignment, shall be furnished with a list of duties and responsibilities.

§19.3 Every Teacher Aide shall be evaluated using the attached Evaluation Form (Exhibit C). This evaluation shall be done no later than March 1 of each school year. These evaluations shall be completed by the building principal or another designated administrator.

§19.4 This evaluation shall be reasonably comprehensive in nature and based on first-hand observations as well as the Teacher Aide's general performance in carrying out his/her duties and responsibilities. Statements contained in Section III of this report shall point out strengths and weaknesses, if any, and if necessary, offer suggestions for improvement.

- §19.5 The evaluation shall be discussed with the Teacher Aide within ten (10) school days of the receipt of the evaluation. The Teacher Aide shall then initial the evaluation to indicate that it has been read. The Teacher Aide will then have the right to submit a written personal statement relative to the contents of the evaluation.
- §19.6 Nothing herein shall be construed to preclude such additional supervisory and evaluative activity as is deemed to be necessary or appropriate by the Administration.
- §19.7 Suggestions with reference to changes of the form and content of supervisory and evaluation reports as well as the procedure by which they will be administered shall be solicited from the Association Executive Committee. A copy of the evaluation form is attached hereto as Exhibit C.
- §19.8 All monitoring or observation of the performance of a Teacher Aide shall be conducted openly. No electronic devices will be used for the purpose of evaluation without the express written consent of the Teacher Aide and the Building Representative. The Building Representative shall not have the power to veto a consent given by the Teacher Aide.
- §19.9 Any evaluation which indicates that a Teacher Aide has a need to improve skills will be accompanied by written suggestions intended to assist the Teacher Aide in improvement of performance.
- §19.10 A good faith effort shall be made to notify, by May 1, each Teacher Aide who is not re-employed for the following school year.
- §19.11 **Decision for Continued Employment**
- The decision for continued employment of Teacher Aides will be consistent with the facts.
- §19.12 **Performance of Duties**
- If a Teacher Aide's performance of duties is unsatisfactory but correctable, the District shall, prior to taking disciplinary action, inform the Teacher Aide in writing of the nature of the dissatisfaction and the suggested corrective action.
- §19.13 **Final Interview**
- 19.13.1 Any Teacher Aide whose employment is terminated for any reason may obtain a final exit interview with the building administrator and/or the Superintendent.
- 19.13.2 All forms and information available to the District applicable to termination of employment will be available during said final interview.

## **ARTICLE XX**

### **LABOR MANAGEMENT COMMITTEE**

Representatives of the District and the bargaining unit will meet as necessary to discuss matters of joint concern and attempt to achieve mutually satisfactory solutions.



**ARTICLE XXI**

**TERM**

- §21.1 This Agreement shall become effective and retroactive, except as stipulated to the contrary herein, to July 1, 2009 and shall continue in full force and effect through June 30, 2012.
- §21.2 Negotiations for a subsequent term shall commence on written request by either party to the other given subsequent to January 2, 2012.

**ARTICLE XXII**

**ENTIRE AGREEMENT**

This Agreement contains the entire formal Agreement between the parties on the subject matters set forth herein and may be modified or amended only by written agreement of the parties.

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.

LIVERPOOL CENTRAL SCHOOL DISTRICT

DATE: 2/17/10

BY: Richard N. Johns  
Dr. Richard N. Johns  
Superintendent

UNITED LIVERPOOL FACULTY ASSOCIATION

DATE: February 11, 2010

BY: Sara J. Daggett  
Sara Daggett  
President

**EXHIBIT A**  
**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 3. Grievance Committee  
2. Building representative, if any 4. Employee

## EXHIBIT B

### LIVERPOOL CENTRAL SCHOOL DISTRICT ATTENDANCE TRANSMITTAL FORM

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date of Request: \_\_\_\_\_

Date(s) of Absence	No. of Days Requested	
_____	_____	<b><u>Sick Days</u></b>
_____	_____	<b>S</b> - Sick Day
_____	_____	<b>FS</b> - Family Sick (10 days max. per year may be used by bargaining groups represented by ULFA and LAMM only.)
_____	_____	<b>SP</b> - Sick/Personal (Bargaining groups represented by Unite-HERE (cafeteria) only.)
_____	_____	<b><u>Personal Days</u></b>
_____	_____	<b>P</b> - Personal Day
_____	_____	<b>Check Applicable Box</b>
_____	_____	<input type="checkbox"/> <b>Emergency Obligation</b> (Examples: Birth/adoption in immediate family; death/serious illness in immediate family or close friend.)
_____	_____	<input type="checkbox"/> <b>Legal Business</b> (Examples: Sale/purchase of a residence; litigation.)
_____	_____	<input type="checkbox"/> <b>Parental/Personal Responsibility</b> (Examples: Transportation of child to/from college, graduation, medical/dental appointment for employee or member of family, moving of household.)
_____	_____	<input type="checkbox"/> <b>Religious holiday</b> (As listed on Commissioner of Education list)
_____	_____	<input type="checkbox"/> <b>Household emergency</b>
_____	_____	<input type="checkbox"/> <b>Marriage in immediate family</b> (Max. 1 day to be used for employee's own marriage.)
_____	_____	<input type="checkbox"/> <b>Emergencies</b> (Deemed legitimate/ necessary by the Superintendent.)
_____	_____	<b>NR</b> - No Reason Need Be Given (Max. 1 day per fiscal year – available to groups represented by ULFA and LAA only.)
_____	_____	<b><u>Floating Holiday</u></b> (LAA and SEIU may only use these days when school is not in session)
_____	_____	<b>E</b> - Floating Holiday (if applicable)
_____	_____	<b><u>Vacation</u></b>
_____	_____	<b>V</b> - Vacation Day (If applicable)
_____	_____	<b><u>Professional</u></b>
_____	_____	<b>PR</b> - Professional Attendance (Conference, workshop, in-service, contractual, recruitment, field trip, visitation, etc.) (Max. 10 days/fiscal yr.)
_____	_____	<b><u>Jury Duty</u></b>
_____	_____	<b>JD</b> - Jury Duty
_____	_____	<b><u>Leave Without Pay</u></b>
_____	_____	<b>WO</b> - Leave Without Pay (All employees requesting time off without pay must also fill out a leave of absence without pay form, have it approved by their immediate supervisor, and then have it sent to the Director of Human Resources for approval.)

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

9/1/09

**EXHIBIT C**  
**LIVERPOOL CENTRAL SCHOOL DISTRICT**  
**EVALUATION FORM FOR TEACHER AIDES/ASSISTANTS\***

\* To be completed annually by building principal or designated administrative representative, not later than March 1.

- I. A. Name: \_\_\_\_\_  
 B. School: \_\_\_\_\_  
 C. Job Classification (Circle One) Teacher Aide / Assistant  
 D. Job Description (Duties) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 E. Period Covered: From \_\_\_\_\_ To \_\_\_\_\_  
 F. Number of Hours Per Week: \_\_\_\_\_  
 G. Date of Initial Employment as Aide/Assistant: \_\_\_\_\_

II. Please Check the Following:

	Excellent	Very Good	Good	Fair	Poor
A. Dependability, punctuality	( )	( )	( )	( )	( )
B. Organization of work	( )	( )	( )	( )	( )
C. Creativity	( )	( )	( )	( )	( )
D. Resourcefulness and initiative	( )	( )	( )	( )	( )
E. Interest in learning	( )	( )	( )	( )	( )
F. Ability to relate to other staff	( )	( )	( )	( )	( )
G. Ability to work under supervision	( )	( )	( )	( )	( )
H. Relationship with those served	( )	( )	( )	( )	( )
I. Capacity for further development	( )	( )	( )	( )	( )
J. Overall evaluation	( )	( )	( )	( )	( )

III. Additional Comments, Observations and Suggestions for Improvement:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature of Evaluator: \_\_\_\_\_

Signature of Evaluatee \*\* \_\_\_\_\_ Date: \_\_\_\_\_

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

\*\* Indicates that individual has seen report  
 White Copy - Individual; Canary Copy - Building Principal; Pink - Personnel File

**EXHIBIT D**

**NOTICE OF ELECTION TO RETIRE**

TO: The Board of Education  
Liverpool Central School District

You are hereby notified in accordance with the District Retirement Plan as described in the current Collective Bargaining Agreement between the Liverpool Central School District and the United Liverpool Faculty Association that the undersigned hereby irrevocably elects to terminate employment with the District effective \_\_\_\_\_ ("Effective Date").

The undersigned hereby certifies:

1. That he/she is, as of the Effective Date, eligible for full retirement benefits under the New York State Employees' Retirement System; and
2. That as of said Effective Date his/her age is \_\_\_\_\_.

TEACHER AIDE

DATE: \_\_\_\_\_

ACCEPTED  
BOARD OF EDUCATION

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

## TEACHER AIDE INDEX

<u>Item</u>	<u>Page</u>	<u>Item</u>	<u>Page</u>
Agency Fee	1	Layoff, Recall	6
Agreement, entire	14	Leave of Absence	2
Agreement, term	12	Leave Without Pay	4
Attendance transmittal form	16	Leave Without Pay, Maximum	5
Compensation	1	Leave, excessive use	4
Continued employment decision	13	Leave, parental	5
Dental Insurance	11	Leave, personal business	4
Differing Interpretations	4	Leave, sick	2
Direct Deposit	9	Longevity, increments	1
Disability Leave, see Sick Leave	3	Payroll Deduction	9
Duties and Responsibilities	12	Performance of Duties	13
Duty Free Periods	6	Personnel File	8
Emergency Closings	5	Professional Liability	7
Emergency Leave, see Pers Bus Leave		Recognition	1
Evaluation	12	Reimbursement, personal loss	7
Evaluation, form	17	Rest Periods	6
Exclusivity	1	Restoration of lost hours	6
Exit Interview	13	Retirement, District Incentive	8
Final Interview	13	Retirement, District Stipend	7
Flexible Benefit Spending Plan	12	Retirement, Notice of	18
Grievance Procedure	10	Retirement, State System	7
Grievance Form	15	Seniority Lists	7
Health Insurance	11	Service Credit	2
Health Insurance for Survivor	12	Sick Leave	2
Health Maintenance Organizations	11	Sick Leave Bank	2
Holidays	6	Staff Development	9
In-Service Education	9	Substitute Secretary Compensation	9
Insurance, health, medical, dental	11	Supervision	12
Insurance, Retiree	11	Wage Rates	1
Jury Duty Leave	4	Work year	6
Labor Management Committee	13		

