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Contract Database Metadata Elements

Title: **Liverpool Central School District and United Liverpool Faculty Association, Per Diem Substitute Teachers and School Nurses (2003)**

Employer Name: **Liverpool Central School District**

Union: **United Liverpool Faculty Association, Per Diem Substitute Teachers and School Nurses**

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F.A. 9
5/2/04

Collective Bargaining Agreement

by and between the

S-4/23/04

Superintendent of Schools

Liverpool Central School District

and the

United Liverpool Faculty Association
Per Diem Substitute
Teachers and School Nurses

July 1, 2003 - June 30, 2006

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE I

REPRESENTATION

- §1.1 The bargaining unit shall include each Per Diem Substitute Teacher and each Per Diem Substitute School Nurse who receives from the Liverpool Central School District an assurance of continuing employment in conformance with Civil Service Law §201.7(d) for the duration of the period covered by such assurance.
- §1.2 The bargaining unit shall also include all others who are employed by the District as Per Diem Substitute Teachers or Per Diem Substitute School Nurses commencing with the first day of service actually rendered and continuing from the duration of the current fiscal year.
- §1.3 Bargaining unit members who commence employment as a Teacher, Regular Substitute Teacher, School Nurse or Regular Substitute School Nurse as such terms are defined herein, shall be excluded from representation as a bargaining unit member for the entire duration of their service as a Teacher/School Nurse or Regular Substitute Teacher/School Nurse.
- §1.4 All other employees of the District are excluded.

ARTICLE II

DEFINITIONS

- §2.1 **Per Diem Substitute Teacher** shall refer to members of the bargaining unit.
- §2.2 **District** shall refer to the Liverpool Central School District.
- §2.3 **Administration** shall refer to supervisory employees of the District including, but not limited to curriculum coordinators, district-wide directors, building principals and central office administrators when acting within their normal area of responsibility.
- §2.4 **Superintendent** shall refer to the Superintendent of Schools or any person designated by the District to act on behalf of the Superintendent of Schools.
- §2.5 **Teacher** shall refer to New York State certified teachers who hold probationary or tenure appointment in the District and are actively serving as classroom teachers (classroom to include regular classrooms, laboratories, gymnasiums, auditoriums, studios, libraries, special classrooms, etc.) speech teachers, school psychologists and guidance counselors.
- §2.6 **School Nurse** shall be a School Nurse who is regularly employed on not less than forty (40) hour per week basis.
- §2.7 **Regular Substitute Teacher/School Nurse** shall refer to a Substitute Teacher or School Nurse employed for twenty-one (21) or more consecutive work days in one authorized position.
- §2.8 **School Day** shall refer to a day of scheduled pupil attendance.
- §2.9 **Work Day** shall refer to a day of per diem substitute teaching service actually rendered. The normal work day shall be the basic 7-1/4 hour teacher work day. The work day may be extended under emergency conditions by the building principal.
- §2.10 **School Year** shall refer to the period September 1 through June 30.

ARTICLE III

COMPENSATION

- §3.1 Bargaining unit members who work as Per Diem Substitute Teachers in the District shall earn the rate reflected below commencing with the first day of service in that school year.
- §3.2 Bargaining unit members who work as Per Diem Substitute Teachers in the District for in excess of 20 days in a school year shall earn the rate reflected below retroactive to the first day of service rendered in that school year.
- §3.3 Bargaining unit members who work as Per Diem Substitute Teachers in the District for in excess of 50 days in a school year shall earn the rate reflected below retroactive to the first day of service rendered in that school year.

		<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
days	0-20	\$ 90.00	\$ 90.00	\$ 90.00
days	20.1-50	\$ 100.00	\$ 101.00	\$ 103.00
days	50.1 +	\$ 107.00	\$ 108.00	\$ 110.00

- §3.4 Assignments of less than one-half day shall be paid as one-half day except where a bargaining unit member refuses to accept appropriate work which may be assigned by the District to complete a half-day assignment. Assignments of more than one-half day shall be paid as actually worked.
- §3.5 Service toward the twenty and fifty day thresholds shall be credited as paid.
- §3.6 Bargaining unit members who have achieved the 20.1 or 50.1 days service threshold in any given school year shall be entitled to commence service in the next school year at the wage rate applicable to highest service level attained in the previous year.
- §3.7 **Summer School**

3.7.1 Wage rates for summer school for a full three ninety-minute period day are established as follows:

2003	-	\$81
2004	-	\$81
2005	-	\$81

- 3.7.2 Wage rates for lesser or greater summer school Per Diem Substitute Teacher assignments shall be a prorated portion of the daily rates cited above.
- 3.7.3 Wage rates for half-day special education summer school Per Diem Substitute Teacher assignments, 210 minutes, shall constitute 78% of the daily rates cited above (§3.7.1).
- 3.7.4 Wage rates for full-day special education summer school Per Diem Substitute Teacher assignments, 435 minutes, shall constitute 160% of the daily rates cited above (§3.7.1).
- 3.7.5 Wage rates for elementary summer school Per Diem Substitute Teacher assignments, 210 minutes, shall constitute 78% of the daily rates cited above (§3.7.1).

§3.8 **Call In Pay**

- 3.8.1 Should a bargaining unit member be called to work by the District erroneously, such bargaining unit member shall be paid for a minimum of one-half of a day and may be given appropriate work by the Administration for one-half of a day.
- 3.8.2 No District obligation for call in pay will be incurred where schools are closed due to emergency conditions and timely notice is given to Syracuse area radio stations.

- 3.8.3 The District shall exercise reasonable effort to call Per Diem Substitute Teachers to work, not later than 6:45 a.m. on the day of the assignment.
- §3.9 Bargaining unit members who serve less than a full day shall be remunerated at an hourly rate to be determined by dividing their respective daily rate of pay by 7.25.
- §3.10 Payment shall be made on essentially a biweekly basis for services rendered during the preceding payroll period.

ARTICLE IV

AGENCY FEE

The District shall deduct from the salary of each bargaining unit member who is not a member of the United Liverpool Faculty Association a 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 current dues deduction procedures and shall be an amount equal to the Association's regular dues for Per Diem Substitute Teachers. 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 V

GROUP INSURANCE

§5.1 Employees

Bargaining unit members with 20 days credited service as a Regular Substitute Teacher or School Nurse or a Per Diem Substitute Teacher or School Nurse or any combination thereof, in the current or previous year may enroll, during an open enrollment period, in the school district's group health and dental insurance programs by pre-paying in accordance with established District billing practices the entire quarterly premium for the insurance coverage selected.

Per Diem Substitute Teachers who are enrolled in any aspect of the District's group insurance program as of September 30, 1993, shall be permitted to continue their participation as provided in a memorandum of agreement executed by the parties on September 20, 1993. Once initially enrolled, such bargaining unit members may continue to participate in such insurance programs as long as they provide 20 or more days of active service in each subsequent year.

§5.2 Dependents

Eligible bargaining unit members are permitted to enroll dependents under the same terms as employee participation is permitted (5.1).

§5.3 Retirement

All rights, privileges and benefits of membership within the District's insurance group cease upon retirement.

ARTICLE VI
PAYROLL DEDUCTIONS

- §6.1 For bargaining unit members who properly execute and file an appropriate annual authorization certificate with the School District Treasurer, the District will deduct from the daily wages for each day worked a stipulated amount and transmit said amount to the agency designated on the authorization certificate on not less than a monthly basis. Examples of deductions which require the authorization of a bargaining unit member include: United States Savings Bond purchases, association dues, credit union and tax sheltered annuities.
- §6.2 Deductions shall commence with the payroll period first following receipt of the authorization certificate.
- §6.3 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 bargaining unit member to the School District Treasurer.
- §6.4 Deduction authorization certificates acceptable to the School District Treasurer will be provided by the Association.
- §6.5 No deductions will be made if earnings are not sufficient to cover all deductions.

ARTICLE VII
UNIT ROSTER

Upon reasonable request, the District will provide for the Association a current list of the names of bargaining unit members. On substantially a biweekly basis, the District will provide for the Association a summary of the names of bargaining unit members who were employed during payroll period and the gross wages each earned.

ARTICLE VIII
CONFERENCE ATTENDANCE

- §8.1 The District will compensate bargaining unit members for attendance at Superintendent's Conference Day programs in accordance with Article III - Compensation where attendance at such programs is at the written direction of the Director of Human Resources and a clear offer of payment is made.
- §8.2 Per Diem Substitute Teachers may attend Superintendent's Conference Day programs without compensation.

ARTICLE IX
NOTICES OF VACANCY

- §9.1 A notice of vacant teaching, regular substitute teaching, administrative and supervisory positions shall be posted in conspicuous locations in each school, the administrative office and the ECC for ten (10) days prior to the filling by the Board of Education of such opening(s).
- §9.2 Where less than 30 days notice of vacancy is received by the District, the requirement to post the notice of vacancy is waived.

§9.3 Bargaining unit members with three (3) consecutive years or more of per diem substitute teaching service and/or regular substitute teacher service consisting of at least fifty (50) days of such service who hold an appropriate certificate and who make proper and timely application shall, upon written request, be granted the courtesy of an interview with a central interview committee for teaching and/or regular substitute teaching positions. Once interviewed by the committee, a per diem or regular substitute teacher will again be eligible for an interview with the committee after three (3) additional years of at least fifty (50) days of per diem and/or regular substitute teaching service.

ARTICLE X

IN-SERVICE EDUCATION

Bargaining unit members are eligible to participate, on a space-available basis, in programs, courses, activities, etc. which are sponsored by the District's In-service Education Committee. Such participation shall be without compensation unless expressly authorized by the Superintendent of Schools.

ARTICLE XI

GRIEVANCE PROCEDURE

§11.1 Definitions

11.1.1 Grievance shall mean any claimed violation, misinterpretation, misapplication, or improper application of the terms and conditions of this Agreement.

11.1.2 Grievant shall mean any individual bargaining unit member, group of bargaining unit members and/or the United Liverpool Faculty Association.

§11.2 Grievance Procedures

11.2.1 A grievant who 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 this grievance procedure shall not be deemed to be precedent setting or binding on either party in future proceedings.

11.2.2 Should such discussion fail to resolve the matter, the grievant, within thirty (30) 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 Director of Human Resources for resolution.

11.2.3 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.

11.2.4 Where a Grievant is not satisfied with the decision of the Director of 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.

§11.3 Arbitration

- 11.3.1 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.
- 11.3.2 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.
- 11.3.3 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.
- 11.3.4 The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.
- 11.3.5 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.
- 11.3.6 The decision of the arbitrator shall be final and binding upon all parties.
- 11.3.7 The costs of the services of the arbitrator, including expenses, if any, will be borne equally by the District and the Association.

ARTICLE XII

PER DIEM SUBSTITUTE TEACHER HANDBOOK

- §12.1 Suggestions for additions and/or improvements to the substitute teacher handbook may be submitted to the Director of Human Resources.
- §12.2 The United Liverpool Faculty Association may prepare an addendum of not more than two pages to be inserted into and distributed as part of the handbook.
- §12.3 Copies of the handbook will be distributed to building principals to be displayed in faculty rooms for inspection by all interested parties.
- §12.4 Copies will be forwarded to Per Diem Substitute Teachers via campus mail upon request.

ARTICLE XIII

ENTIRE AGREEMENT

- §13.1 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.
- §13.2 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 PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XIV

TERM

§14.1 This Agreement shall become effective on and retroactive to, except as stipulated to the contrary herein, the 1st day of July, 2003 and shall continue in full force and effect through June 30, 2006.

§14.2 Negotiations for a subsequent term shall commence upon written request by either party given subsequent to March 15, 2006.

LIVERPOOL CENTRAL SCHOOL DISTRICT

DATE: 9/22/03

BY: Janice H. Matousek
Janice H. Matousek
Superintendent

UNITED LIVERPOOL FACULTY ASSOCIATION

DATE: 9/23/03

BY: Sara Daggett
Sara Daggett
President

