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COLLECTIVE NEGOTIATIONS

AGREEMENT

BETWEEN THE

SUPERINTENDENT OF SCHOOLS OF THE LEWISTON-PORTER CENTRAL SCHOOL DISTRICT

AND THE

LEWISTON-PORTER UNITED EDUCATIONAL EMPLOYEES

NYSUT/AFT, AFL-CIO

2006-2010

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.
PREAMBLE

Whereas the New York State Public Employment Relations Board in its Case No. C-3335 has certified the Lewiston-Porter United Educational Employees, NYSUT/AFT, AFL-CIO, NEA/NY, as the exclusive representative for the purpose of collective negotiations and the administration of grievances of the employees of the Lewiston-Porter Central School District in the following negotiating unit:

Included:

All clerical employees, nurses, teacher aides, monitors, health aides, media associates and PDI aides regularly employed by the District.

Excluded:

Teaching assistants (including in-house suspension supervisors), substitutes and temporary employees, confidential employees, managerial employees, administrative employees, supervisory employees and all other employees.

The parties now agree to the following:

ARTICLE 1 -- CONCERNING THIS AGREEMENT

Section 1.1 Definitions

1.1.1 Whenever a term set forth in this Section 1.1 is used in this Agreement, it has the meaning set forth in the paragraph of this Section 1.1 which begins with that term.

1.1.2 "District" means the Lewiston-Porter Central School District and is intended to refer to it as the employing entity. It applies to all persons (e.g., the Superintendent of Schools, administrators, supervisors) and bodies (e.g. the Board of Education) properly authorized to act on behalf of the District.

1.1.3 "Union" means the Lewiston-Porter United Educational Employees, NYSUT/AFT, AFL-CIO, NEA/NY and applies to all persons and bodies properly authorized by the Union to act on its behalf.

1.1.4 "Board" means the Board of Education of the District and applies only when it is intended that the Board itself shall act or refrain from action.
1.1.5 "Superintendent" means the person appointed by the Board to serve on a regular or acting basis as the District's Superintendent of Schools. Anything which this Agreement requires or permits the Superintendent to do may be done by a person designated by the Superintendent to do it.

1.1.6 "Employee" means a person in a position included in the unit described in the Preamble to this Agreement. For all purposes in this Agreement, "audiovisual associate" refers to the same position as that described in the PERB certification set forth in the Preamble of this Agreement as "media associate".

1.1.7 "Party" means the District or the Union.

1.1.8 "Parties" means the District and the Union.

1.1.9 "Amendment" means a change in the provisions of this Agreement which is: (1) made during the term of the Agreement by mutual consent of the parties, (2) in writing, (3) designated therein as an Amendment and (4) signed and dated by authorized representatives of the parties.

1.1.10 "Agreement" means this Agreement, all appendices referred to in this Agreement and all amendments to this Agreement.

1.1.11 "Grievant" means the Union which, or an employee who, has submitted a grievance.

1.1.12 "Execution Date" the date identified as such under the heading "SUBSCRIPTION" of this Agreement which shall be the date on which representatives of both parties sign this Agreement or, if the parties sign on different dates, then the latest date on which a party signs.

1.1.13 "Unit" means the negotiating unit set forth in the Preamble to this Agreement.

1.1.14 "Working day" means every day except a Saturday, a Sunday and a holiday listed in paragraph 6.6.2 or 6.6.3 of this Agreement.

1.1.15 "Notice" and "notify" mean that:

(1) if notice is to be given to the District, it must be done in writing delivered to the Superintendent in person (in which case the Superintendent shall sign a receipt therefor) or by sending it to the Superintendent by registered or certified mail or by telegram at the central office of the District.

(2) if notice is to be given to the Union, it must be done in writing delivered to the President of the Union in person (in which case the President shall sign a receipt therefor) or by sending it to the President by registered or
certified mail or by telegram at the President’s home address as shown on the books of the District.

1.1.16 “Fiscal year” means the period from July 1st to the next succeeding June 30th (both dates inclusive).

1.1.17 “Supervisor” means the person designated by the Superintendent as such with respect to the employee’s particular position. The District will give notice to the Union and will inform employees when changes in supervisors are made.

1.1.18 “Active payroll” means only the time when the employee is being paid for working, or is on paid leave, holiday or vacation time pursuant to this Agreement as opposed to the time when the employee is on unpaid status such as absent without pay, on unpaid leave and on layoff.

Section 1.2 Term of this Agreement

1.2.1 This Agreement shall become effective as of July 1, 2006 and continue in full force and effect until June 30, 2010, at midnight.

1.2.2 Each provision of this Agreement has the same beginning and ending dates as the term of this Agreement unless the provision in question expressly states a different beginning or ending date in which case such different date shall apply.

1.2.3 Within 30 working days after the Execution Date, the District will furnish one copy of this Agreement to each employee and 20 copies to the Union. Thereafter, the District will furnish one copy of this Agreement to each employee new to the Unit within five working days after the employee begins work in the Unit.

Section 1.3 Changes During Term

1.3.1 No provision of this Agreement may be deleted, waived or changed, and no provision may be added to this Agreement, by implication or by any means other than an Amendment to this Agreement.

1.3.2 This agreement may be amended during the term of the Agreement by the mutual consent of both parties.

Section 1.4 Interpretation and Legal Effect

1.4.1 Except when this Agreement expressly says otherwise, the following rules apply in interpreting this Agreement:

(1) A word of one gender applies also to the other gender, except for the use of “she,” “her” or “hers” in reference to pregnancy.
(2) A word used in the singular number applies also in the plural.

(3) Each lettered Appendix referred to in this Agreement (for example, "Appendix A") is a part of this Agreement and is incorporated in this Agreement by reference.

(4) Each provision of this Agreement is severable from every other provision of this Agreement.

(5) If it is reasonable to give two or more interpretations to a provision of this Agreement, an interpretation which is consistent with law shall be preferred over one which is not.

(6) If this Agreement requires a party or a person to do anything which is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid.

(7) No provision of this Agreement shall be interpreted to require the District to guarantee to any specific employee any type, amount or period of work.

(8) Any provision of this Agreement which cites a law, rule or regulation is intended to be and shall be interpreted as being only a descriptive summary of such law, rule or regulation. With respect to the subject matter of any such provision of this Agreement, it is the intention of the parties that the provisions of the cited law, rule or regulation shall control.

1.4.2 All the agreements which the parties have reached during negotiations are recorded in this Agreement or in Memoranda of Understanding which bear the same date as the Execution Date. This Agreement constitutes the entire and complete record of the binding commitments between the parties. From and after the Execution Date, no other document shall constitute a binding commitment between the parties unless it is (a) dated on or after such Execution Date and (b) signed by a duly authorized representative of each party.

1.4.3 If a court or agency of competent jurisdiction determines that a provision of this Agreement or an application of such provision is invalid, such determination shall not affect the validity of any other provision of this Agreement or any other application of such provision. If such a determination has been made and no appeal lies therefrom or if the time to appeal has passed and no appeal has been taken, the parties shall not be obliged to observe the provision declared to be invalid or the application of such provision declared to be invalid (as the case be).
ARTICLE 2 -- DISTRICT - UNION RELATIONS

Section 2.1 Negotiation of a Successor Agreement

2.1.1 Negotiations for a successor to this Agreement shall begin on a mutually agreeable date of the last fiscal year of this Agreement with an exchange of proposals. Such proposals shall fairly and completely cover all the matters which the party submitting them desires to negotiate and neither party shall be allowed to introduce new matters later in the negotiations without the consent of the other party. The proposals shall be in the form of specific deletions from or changes to or additions to this Agreement.

2.1.2 At or near the start of the first and each subsequent negotiations meeting, the parties shall set the date for the next negotiations meeting, if any.

2.1.3 Each party shall give notice to the other of the name, address and telephone numbers of its chief spokesperson and the name of each member of its negotiating team.

2.1.4 All written correspondence with respect to the negotiations shall be conducted between the chief spokespersons.

2.1.5 Each provision of a successor to this Agreement which has been tentatively agreed to by the negotiation teams of both parties shall, as evidence of such tentative agreement, be reduced to writing, dated with the date on which such tentative agreement was reached, and initiated by the chief spokesperson of each party. No such tentative agreement shall become binding on the parties until it has been ratified by the membership of the Union, approved to the extent required by law by the membership of the Board and executed by the parties’ appropriate representatives.

2.1.6 By mutual consent, the parties may extend any time limit or waive any rule set forth in this Section 2.1, provided that any such extension or waiver must be evidenced by a written memorandum signed by both parties.

Section 2.2 District Rights

2.2.1 The District reserves and retains solely and exclusively all of its inherent rights to manage the District as such rights existed prior to the execution of this Agreement (except as limited by this Agreement) and as such rights may be conferred on the District by future enactment of law or rules and regulations having the force and effect of law (except rules and regulations created by the Board.)

2.2.2 The sole and exclusive rights of the District include but are not limited to: to establish, change, continue or abolish any or all of the District’s policies,
practices, rules, regulations and procedures; to determine the number, location, hours and types of its operations; to determine to what extent the required work shall be performed by employees covered by this Agreement; to determine the number, classifications and duties of employees; to determine the necessity for filling a vacancy; to determine the methods, processes, equipment and materials to be used in the District’s operations; to judge the efficiency and competency of employees; to establish and maintain a job evaluation program; to establish and change work schedules and work assignments; to select, hire, direct, transfer and promote employees; to lay off, terminate and otherwise relieve employees from duty for lack of work or other reasons; to establish, change and enforce rules for the conduct of employees; to discipline and discharge employees for cause; and to take such other measures as may be determined by the District to be desirable for the successful operation of its schools and programs.

2.2.3 The District rights referred to in this Section 2.2 shall not be exercised in a way that infringes on the rights of employees or the Union which are set forth in this Agreement or in the law.

Section 2.3 Dues and Agency Fee Deductions

2.3.1 The District shall deduct membership dues from the paychecks of each employee who has voluntarily authorized such deductions in writing delivered to the District’s Administrative Services Office. If an employee has not authorized membership dues deductions, the District will deduct an equivalent amount as an agency fee.

2.3.2 Monies deducted pursuant to this Section 2.3 shall be sent to the Union no later than the first payday following the payday on which they were deducted.

2.3.3 Dues deductions for a particular employee shall begin in the first payroll period after the one in which the voluntary authorization is delivered to the District’s central office and shall continue until the first payroll period following the one in which a written cancellation of the authorization signed by the employee is delivered to the District’s central office.

2.3.4 The Union shall notify the District of the amount of dues to be deducted in each payroll period. If the amount changes, the new amount shall be put into effect not later than the first payroll period following the one in which the District is notified of the change.

2.3.5 The Union shall hold the District harmless against any and all suits, claims, demands and liabilities arising out of an action of the District in connection with this Section 2.3.
Section 2.4 Other Accommodations

2.4.1 In each building in which Unit employees regularly work, there shall be one mailbox and one bulletin board reserved for the exclusive use of the Union.

2.4.2 The Union shall be entitled to the use of a school building for meetings with employees subject to the requirements of the laws of New York State and the bylaws and policies of the Board. Such meetings shall be scheduled before or after the regular school day for students and workday for Unit employees. Requests for such meetings shall be submitted in accordance with District policy and shall be denied only if the requested space will be in use at the time in question.

2.4.3 The District will provide to the Union President three copies of each of the following:

(1) in advance of the Board meeting: the Board agenda and personnel schedules relating to employees and positions in the Unit.

(2) as soon as practicable after approval: the minutes of each Board meeting.

2.4.4 Once every two months, a mutually agreeable number of representatives of the parties may meet at a mutually agreeable time for an exchange of views on matters of common interest. After a matter has been discussed at such a meeting, either party may bring outside (i.e., persons not employed by the District) representatives to a further meeting after giving at least five days’ notice to the other party.

2.4.5 If the District calls for a meeting during an employee’s straight-time work hours or if the District requires that a meeting called for by the Union be held during an employee’s straight-time work hours, such an employee in attendance at the meeting shall suffer no loss in straight-time pay while at the meeting.

2.4.6 The District and the Union shall make available to each other upon reasonable request any and all relevant documents, communications and records concerning matters under negotiation or necessary for the enforcement of this Agreement.

2.4.7 If the District creates a new classification in the Unit, it will notify the Union of the title, pay rate, benefits and other conditions for that classification. On request from the Union, the District will negotiate regarding those matters, but this shall not prevent the new classification from going into effect with the title, pay rate, benefits and other conditions being in effect pending the outcome of the negotiations.
Section 2.5 Miscellaneous Deductions

2.5.1 The District shall deduct payments to VOTE/COPE and to the NYSUT Benefit Trust from the paychecks of each employee who has voluntarily authorized such deductions in writing delivered to the District’s Administrative Services Office. The rules governing such deductions shall be those set forth in Section 2.3 of this Agreement concerning membership dues deductions.

2.5.2 The District shall provide payroll deductions for the purchase of United States Savings Bonds.

ARTICLE 3 -- GRIEVANCE PROCEDURE

Section 3.1 General Rules

3.1.1 A grievance can be submitted with respect to any act or failure to act of the District which violates a provision of this Agreement.

3.1.2 A grievant may be an employee, a group of employees or the Union who or which submits a grievance under the following conditions:

(1) If a single employee submits the grievance, it shall be submitted to the employee’s immediate supervisor at Step One.

(2) If a group of employees all have the same supervisor and are affected by the same act or failure to act of the District, the Union shall submit a single grievance, using the form in Appendix A, and the matter shall be processed, beginning at Step Two, as though it was a grievance submitted by a single employee.

(3) If a group of employees are affected by the same act or failure to act of the District but not all the employees in the group have the same supervisor, the Union shall submit a single grievance, using the form in Appendix A, on behalf of all the employees so affected directly at Step Three.

(4) If the act or failure to act of the District concerns a right of the Union as such which is set forth in this Agreement (e.g., use of buildings, dues deductions, mailboxes) the Union shall submit the grievance, using the Form in Appendix A, on its own behalf directly at Step Three.

3.1.3 Grievance meetings at Step One shall be attended by the grievant and the immediate supervisor. Step One meetings may also be attended by the Union’s designated employee representative for grievances and, if it is, the immediate supervisor may invite another District representative to be present. Grievance
meetings at Step Three shall be attended by the grievant, the Superintendent and the Union’s designated employee representative for grievances. Step Three meetings may also be attended by non-employee representatives of either party on not less than five days’ advance notice to the other party. Step One and Step Three meetings may be attended by any other person who has been invited by either party and who is a witness to the matter which is the subject of the grievance. If the Union desires an employee to attend an arbitration hearing (whether as grievant, representative or witness), it shall notify the District not less than five days in advance of the hearing and the employee shall be released. Where three or more employees are to be so released, the Union will cooperate with the District in scheduling employee witnesses so that all of them do not have to be released at the same time. An employee may not be compelled to discuss a grievance if a Union representative is not present.

3.1.4 A grievance record shall be maintained by the Superintendent. It shall include, to the extent that these documents exist, copies of the grievance, all answers to the grievance, the arbitration demand, the arbitrator’s award and opinion, briefs to the arbitrator, exhibits given to the arbitrator and the transcript of arbitration hearings. The grievance record shall be available only to the grievant and the parties, but not to the public unless required by law. All documents, communications and records pertaining to the grievance shall be maintained in the grievance record and not in the personnel files pertaining to any employee, but this shall not preclude the District from including in a personnel file a document which reflects action necessary to implement a grievance settlement or arbitration award.

3.1.5 An employee shall perform all work as instructed even though the employee may feel aggrieved by the instruction, unless the employee reasonably perceives that to carry out the instruction would be injurious to the employee’s health or safety.

3.1.6 The purpose of this grievance procedure is to provide an exclusive method for resolving violations and misapplications of this Agreement. The same act or failure to act of the District which may be a violation or misapplication of this Agreement may also be a violation or misapplication of a law, rule or regulation. In such situations, the potential grievant and the Union must decide between submitting a grievance to arbitration or starting a proceeding before a judicial, administrative or legislative body or person because it is agreed that:

(1) submitting a grievance to arbitration bars the employee and the Union from then or later pursuing the same act or failure to act of the District before any judicial, administrative or legislative body or person.

(2) starting a proceeding of any kind before any judicial, administrative or legislative body or person bars the employee and the Union from then or later pursuing to arbitration the same act or failure to act of the District.
The purpose of this paragraph 3.1.6 is to avoid, to the greatest possible extent, having the same act or failure to act of the District tried in more than one forum even though such act or failure to act otherwise could be the subject of multiple proceedings before different forums which may have different remedies available.

3.1.7 The purpose of grievance meetings is twofold. First, it is to bring out all the facts relevant to the grievance. The Union, the District, the grievant and all persons present who have knowledge of such facts are obligated to bring them forth at such meetings. Second, it is to explore possible settlements of the grievance.

Section 3.2 Time Limits

3.2.1 A grievance must be filed with the employee’s immediate supervisor within ten working (10) days after the alleged violation has occurred, or within ten (10) working days after the employee knew or should have known of the occurrence. This limit is designed to have matters dealt with while the facts are reasonably fresh in the minds of those who know them, and to avoid a prolonged state of uncertainty and dissatisfaction which may accompany a failure to rapidly resolve the matters at issue.

3.2.2 Any time limit set forth in this Article 3 may be waived by mutual agreement of the parties. Any such waiver must be reduced to writing at the request of either party.

3.2.3 If a grievant fails to submit a grievance within the applicable time limit, the grievance shall be considered waived and no further action need be taken. If a grievant fails to appeal a grievance to the next level, the grievance shall be considered settled by the answer at the last level where one was given and no further action need be taken.

3.2.4 If an answer is not given on or before the last day of a time limit, the grievance may be appealed as though the answer had been given on the last day of the limit.

Section 3.3 Steps

3.3.1 Step One. A grievance must be submitted orally to the grievant’s supervisor. The supervisor has three working days after the submission to answer the grievance orally.

3.3.2 Step Two. If the grievance is not resolved at Step One, the grievant may appeal it to Step Two. The appeal shall be accomplished by submitting to the grievant’s supervisor the Grievance Form shown in Appendix A, with all questions thereon answered to the best of the grievant’s knowledge, not later than the tenth working day after the day of the occurrence out of which the grievance arises. If the matter grieved is of a continuing nature, the grievant shall not be entitled to back
pay for any period prior to the tenth working day preceding the filing of the written grievance. The supervisor has five working days within which to answer the grievance in writing. The supervisor shall provide one copy of the answer to each grievant, the Superintendent and the Union.

3.3.3 Step Three. If the grievant and/or the Union are not satisfied with the supervisor’s answer, the Union may appeal the grievance to the Superintendent by giving notice within five working days after the Union received the Step Two answer. Not later than the fifth working day after receipt of the notice (or the grievance, if the grievance is one which may be submitted directly at Step Three), the Superintendent and the Union shall agree on a date for a Step Three meeting. The Superintendent has five working days after the day of the Step Three meeting within which to answer the grievance in writing. The Superintendent shall provide one copy of the answer to each grievant, the supervisor concerned and the Union.

Section 3.4 Arbitration

3.4.1 If the Union is not satisfied with the Step Three answer, the Union may appeal the grievance to arbitration by mailing to the American Arbitration Association (“AAA”) or the Cornell University Arbitration and Medication Services (“CUAMS”) a demand for arbitration which specifically identifies the grievance being appealed by the name of the grievant and the date of the grievance and by simultaneously mailing to the Superintendent a copy thereof not later than the thirtieth working day after the day on which the Union received the Step Three answer. The Union shall request the AAA (or CUAMS) to send to each party a list of twenty qualified and available arbitrators.

3.4.2 Within ten working days of the receipt of the list of arbitrators, each party shall return its copy of the list to the AAA (or CUAMS) with the names unacceptable to it crossed off and the remaining names, if any, numbered in order of the party’s preference. The AAA (or CUAMS) shall name as arbitrator the person most preferred by the parties as indicated on the lists, but if there is no mutual choice, then the AAA (or CUAMS) shall send each party a second list and the foregoing procedure will be repeated. If there is no mutual choice from the second list, the AAA (or CUAMS) shall name another qualified and available person to serve as arbitrator.

3.4.3 The decision of the arbitrator shall be final and binding on the parties and the employees.

3.4.4 The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the AAA (or CUAMS) to the extent that they do not conflict with the provisions of this Agreement.
3.4.5 The arbitrator shall hear the grievance presented and, if it is arbitrable, determine whether this Agreement has been violated or misapplied as alleged in the grievance. The arbitrator may award any appropriate remedy or remedies for any such violation or misapplication, but in doing so, must consider the remedy or remedies sought by the grievant. The arbitrator may not consider any substantive issue raised for the first time in arbitration, but an issue of arbitrability may be considered by the arbitrator unless that issue has been previously presented to a court. In making a decision, the arbitrator shall interpret and apply the provisions of this Agreement, but he shall not add thereto or subtract therefrom.

3.4.6 Except as hereinafter provided, the fees and expenses of the arbitrator shall be shared equally by the parties. If the arbitrator charges a fee for an adjourned hearing, the party which sought the adjournment shall pay the fee. If either party desires a verbatim transcript of the proceedings, it shall cause the same to be made, shall furnish a copy thereof to the arbitrator and to the other party, and shall pay for the same. If both parties desire such a transcript, they shall share the cost of the arbitrator’s copy and shall each pay for its own copy. All other costs occasioned by the arbitration shall be borne by the party which incurs them.

ARTICLE 4 -- PERSONNEL MATTERS

Section 4.1 Disciplinary Proceedings

4.1.1 The procedure set forth in this Section 4.1 constitutes the sole and exclusive method by which questions concerning the discipline or dismissal of an employee shall be determined. The parties intend that this procedure shall replace proceedings pursuant to Sections 75 and 76 of the New York State Civil Service Law. Accordingly, an employee who has been disciplined or dismissed does not have the right to hearings, appeals or other procedures pursuant to Sections 75 and 76 of the New York State Civil Service Law.

4.1.2 An employee serving pursuant to a permanent appointment and who has completed probation shall not be placed on disciplinary suspension, reprimanded, demoted (except as a result of layoff or recall actions), dismissed or otherwise disciplined without just cause. An employee may be suspended from the performance of duties pending investigation of a matter which may lead to discipline, but any such suspension shall be without loss of straight-time pay.

4.1.3 The District has the sole and exclusive right to discipline and dismiss probationary and provisional employees and such employees may not contest dismissal and disciplinary matters by resort to the grievance procedure.

4.1.4 The District recognizes and will follow these principles of progressive discipline.
(1) Except for misconduct which warrants immediate dismissal (e.g., theft, assault, sexual abuse), the District will resort to lesser forms of penalty (warnings and reprimand) before more serious forms of penalty (demotion, disciplinary suspension, dismissal).

(2) Progressive disciplinary penalties are ranked in this order from lesser to more serious: verbal warning, written warning, reprimand, disciplinary suspension, demotion, dismissal.

(3) The employee’s work record and length of service, together with the seriousness of the offense, should be taken into account in determining the level of discipline to be imposed.

4.1.5 A warning may be given by an employee’s supervisor or by the Superintendent. It may be verbal and documented as such, or written. It cannot be grieved; however, if the warning is written, a copy of it shall be placed in the employee’s personnel file and shall have attached to it any written rebuttal thereto which the employee submits within ten working days of receiving the written warning. A written warning shall become null and void and shall be removed from the personnel file (together with the rebuttal thereto, if any) at the end of two years after the date of the offense which is the subject of the warning; provided, however, that if the employee has been again warned or has been otherwise disciplined concerning the same kind of offense within that two year period, the original warning and all subsequent warnings shall remain in the file until a two year period has elapsed in which the employee has not been warned for such an offense.

4.1.6 A reprimand can only be issued by the Superintendent. It must be in writing. A copy of the reprimand will be placed in the employee’s personnel file. If the employee believes that the reprimand is without just cause, the employee may either submit a grievance alleging a violation of paragraph 4.1.2 of this Agreement or the employee may, within the time limit applicable for submitting a grievance, submit a written rebuttal to be attached to the copy of the reprimand in the personnel file.

4.1.7 The union and the District acknowledge that smoking is a health hazard to those who smoke and to those who work in proximity to second-hand smoke, and further recognize the responsibility of school employees to be an example to the District’s students. Therefore, on December 26, 1995, Unit members shall refrain from the use of tobacco products on school property and in school district vehicles, and shall be subject to progressive discipline in accordance with the collective bargaining agreement for infractions.
Section 4.2 Seniority and Service

4.2.1 An employee’s seniority dates from the employee’s last date of hire in the Unit, except that:

(1) the seniority of a teacher aide whose last date of hire by the District was prior to July 1, 1977 shall date from such last date of hire by the District.

(2) the seniority of a clerical employee or school nurse whose last date of hire by the District was prior to March 1, 1976 shall date from such last date of hire by the District.

4.2.2 Seniority will accumulate during an employee’s continuous service in the Unit except that seniority will not accumulate after July 1, 1995 when an employee is on an unpaid leave of absence which exceeds ten (10) working days cumulative.

4.2.3 When a Unit employee takes a position outside the Unit and within the District, the employee shall be considered to be on leave of absence from the Unit for up to one year. When the employee returns to active service in the Unit, the employee’s seniority shall be measured by the rules set forth in paragraphs 4.2.1 and 4.2.2 of this Agreement.

4.2.4 An employee’s District service dates from the employee’s last date of hire by the District and accumulates until his or her employment by the District is terminated except during those periods:

(1) effective July 1, 1995, when an employee is on a leave of absence which exceeds ten (10) working days.

(2) when an employee is on layoff, effective upon ratification of this agreement.

4.2.5 In July of each year, the District shall prepare and distribute to each employee a master seniority and District service list which shall show the name, last date of hire in the Unit, last date of hire by the District, and the amount of time taken on leaves of absence during which seniority/District service did not accumulate. The list shall include all employees on the active payroll; all employees who have been on layoff for 48 consecutive months or less, and employees on leave of absence. Any employee may request correction of any inaccuracy in that employee’s listing, but such listing shall be deemed conclusive in the case of any employee who does not request correction of any claimed inaccuracy by September 30th of the same year.

4.2.6 All seniority and District service shall be forfeited and employment terminated if an employee:
(1) is dismissed for just cause.

(2) resigns in writing.

(3) is absent or refuses to return to work for 15 consecutive days without notifying the employee’s immediate supervisor. (This does not preclude the District from disciplining an employee who fails to call in concerning an absence.)

(4) fails to report for work at the time specified in a notice of recall unless the employee notifies the District’s central office within three days of the date of the delivery of the notice of a valid reason for the failure or inability to report for work.

(5) is absent from the payroll because of layoff for more than 48 consecutive months.

4.2.7 Twenty-six (26) weeks will be the probationary period for: (a) all newly hired employees and (b) all employees transferred or promoted from one classification to another.

Section 4.3 Layoffs and Recalls

4.3.1 This Section 4.3 applies to all positions in the Unit except those in the competitive class which currently are: account clerk, typist, clerk, senior typist and stenographer. Employees in competitive class positions will be laid off and recalled in accordance with sections 80 and 81 of the New York State Civil Service Law (or successor provisions thereto) and the applicable provisions of the Niagara County Civil Service Rules and Regulations. At such time as legislation or a decision of the New York State Court of Appeals makes it legal to negotiate alternatives to sections 80 and 81 of the New York State Civil Service Law (or successor provisions thereto), the provisions of this paragraph 4.3.1 relating to competitive class positions shall become inoperative and such employees shall be laid off and recalled in accordance with the following paragraphs of this Section 4.3.

4.3.2 Each of the following classifications will be a Layoff-Recall Unit (“LRU”): account clerk, aide, audio-visual associate, nurse, PDI aide, clerk, senior typist, stenographer, typist, school monitor.

4.3.3 Whenever the number of employees in an LRU is to be reduced, the employees in that LRU will be laid off in inverse order of their seniority. If the reduction is in the stenographer LRU or the senior typist LRU, the employee laid off therefrom may bump the least senior employee in the typist LRU provided that the
employee has less seniority than the employee laid off from the stenographer LRU or the senior typist LRU as the case may be.

4.3.4 Whenever there is to be an increase in the staff of an LRU or a vacancy (unencumbered by an employee on leave of absence) and there are employees from the LRU who have been on layoff for less than 48 consecutive months, such employees will be recalled to the open positions in order of their seniority. The District has no obligation to recall an employee who has been on layoff for 48 consecutive months or more and such an employee shall be removed from the recall list and the seniority/District service lists.

4.3.5 If the District plans to reduce staff, the Union and the employees to be laid off or bumped shall each receive notice thereof not less than two weeks prior to the public announcement thereof or the effective date thereof, whichever occurs first, whenever possible.

4.3.6 Notice of recall to employees on layoff for less than 48 consecutive months shall be sent by certified or registered mail, return receipt requested, to the employee being recalled at the address on file with the District’s Personnel Office, but this shall not preclude the District from contacting the employee by telephone. The notice shall specify the time, place, position and supervisor to whom the employee shall report for duty and shall direct the employee to call the District’s Personnel Office to notify it of the employee’s decision concerning acceptance or refusal of the recall. An employee on layoff shall notify the District’s Personnel Office of any change of address. The District shall be entitled to rely on the last address submitted by the employee. The District is not obligated to recall an employee who is unfit for duty because of an illness or injury which occurred during layoff.

4.3.7 An employee shall have first choice to fill a position the employee formerly held if:

a. the employee had to move from the position formerly held to another position in the District because of a reduction in staff, and
b. the position formerly occupied by the employee becomes permanently available (i.e., is not encumbered by an employee on leave, is not one which a senior employee with recall rights is entitled to fill, and is one which the District decides to fill) within four years of the date the employee left that position.

Section 4.4 Miscellaneous Personnel Matters

4.4.1 Whenever the District determines to fill a vacancy in a Unit position, the District shall post a notice of the vacancy for a period of at least five working days before
filling the position unless the position is to be filled by recalling an employee from layoff. A copy of the posting shall be sent to the Union President. All employees who apply to fill the vacancy shall be interviewed and shall be notified of the District’s decision as to who shall fill the vacancy. If an employee leaves a written notice with the District’s Personnel office requesting consideration for vacancies in specified positions which occur during the summer recess and also supplies three stamped, self-addressed envelopes, the District will notify the employee of such vacancies in such positions.

4.4.2 An annual written evaluation of the employee’s job performance shall be given to each employee by June 1st of each year. The annual written evaluation shall list the areas of strength and weakness and shall outline an action program designed to improve each area of performance weakness. It shall be prepared by the employee’s supervisors, but additional evaluations may be prepared by others. The District may give the employee additional evaluations from time to time. A copy of each evaluation shall be placed in the personnel file maintained on the employee in the District’s Personnel Office. An employee has the right to submit a letter explaining any disagreement which the employee has with the evaluation.

If such a letter is submitted to the District’s Personnel Office not later than the tenth working day after the day on which the employee received the evaluation, it shall be attached to the District’s personnel file copy of the evaluation.

4.4.3 No employee will be required to transport students in the employee’s personal vehicle except in emergency situations and, in such cases, the District will assume all liability.

4.4.4 Claims for approved travel expenses shall be paid at such times as scheduled by the Board.

4.4.5 No employee hired after July 1, 2007 shall be involuntarily transferred to a position which carries more than one hour less of work per day in any work year than the employee’s current position, but this shall not be interpreted to limit the District’s right to reduce the number of hours of work per year for any position.

4.4.6 The District will make every effort to notify all aides and school monitors of their tentative job assignment no later than August 15 of each year.

4.4.7 The District will provide nurses with two additional start up days in the beginning of the school year, when deemed necessary by both the District and the LPUEE, for nurses to get prepared. This is in addition to the one day of preparatory time, now provided annually by the District, that is required to complete health care plans which are required by District mandate of state law.

4.4.8 Employees will be reimbursed up to $150 for the actual and documented replacement cost of hearing aids, prescription eye-glasses, prescription eye-glass
frames, and items of clothing which are damaged in the course of, and as a result of, the employee’s performance of employment duties. In order to be eligible for such reimbursement, the employee must file a written report of the incident with the building principal or supervisor within twenty-four hours of the incident; said report shall detail the nature of the incident and describe the damage to the personal property.

4.4.9 Loss of Personal Property: Unit members who lose through theft or damage articles or items of personal property, excluding cash, will be compensated for actual replacement cost by the District minus any insurance coverage possessed by unit member. Proof of loss will rest on the unit member and the unit member must show that such loss was not due to his or her carelessness or negligence.

4.4.10 The District will provide appropriate training for monitors and teacher aides who are regularly assigned to work directly with special education students. The District may require such training for Unit members, and if such training is required during the summer or other time during which the employee is not scheduled to work, the District shall pay the employee’s per diem rate. The District shall provide employees with at least fourteen days notice of summer training. The Superintendent of Schools may, at his or her discretion, for special circumstances, and upon advance application to the Superintendent of Schools, excuse an employee from such mandated training.

Section 4.5 Hours of Work

4.5.1 The normal work year for ten (10) month employees is September 1st through June 30th (both dates inclusive). The normal work year for eleven (11) month employees is either August 1st through June 30th (both dates inclusive) or September 1st through July 31st (both dates inclusive). The normal work year for twelve month employees is July 1st through June 30th (both dates inclusive). The eleven month employees will be informed prior to the July 1 of the preceding fiscal year of their individual work year.

4.5.2 The normal workday, exclusive of one-half hour unpaid lunch, is:

a. 6.5 hours for nurses.

b. 7 hours for clerks.

c. 7.5 hours for building typists and building stenographers.

d. 8 hours for all other employees except Teacher Aides and School Monitors whose hours per day vary and are determined by the District on a position-by-position basis as needed from semester to semester.
All employees who are scheduled to work five and one-half hours or more on any day shall have a duty-free, unpaid lunch period of thirty minutes scheduled as nearly as possible to the middle of the day.

4.5.3 For eleven and twelve month employees, summer hours will go into effect on the Monday following the last day of student examinations in June and will continue through the last working day before Labor Day. As used in this paragraph 4.5.3, “summer hours” means the employees begin work at 7:30 a.m. and end work at either 3:00 p.m. (for employees otherwise scheduled for a 37.5 hour week) or 3:30 p.m. (for employees otherwise scheduled for a 40 hour week).

4.5.4 On an ongoing basis, the District will review specific student cases regarding increasing hours for assigned 5.5 hour aides. When deemed necessary by the Superintendent, additional hours will be granted for the aide.

ARTICLE 5 -- TIME OFF FROM WORK

Section 5.1 Absence

5.1.1 The following definitions apply to this Article 5:

(1) An employee is absent when the employee does not work any of the hours which the employee is expected to work on a given day.

(2) An employee is absent without leave when the employee does not report a need to be absent in advance or call in concerning the reason for the absence, whichever is required in the situation, unless conditions beyond the employee’s control prevented the employee from reporting or calling in.

(3) An excused absence is one which the employee’s supervisor has excused if such excuse is required, but if it is to be an unpaid absence, it must be approved by the Superintendent.

(4) An unexcused absence is one which the employee’s supervisor has not excused if such excuse is required.

(5) An employee is tardy when the employee reports for work after the assigned reporting time but works the balance of the hours which the employee was expected to work for that day. Tardiness may be either excused or unexcused by the employee’s supervisor.

(6) An early departure is when an employee at work leaves work before the employee completes the hours the employee is expected to work on that
day. Early departures may be either excused or unexcused by the employee’s supervisor.

5.1.2 If an employee knows in advance of a need to be absent on a certain day, the employee must tell the employee’s supervisor on the earliest possible work day in order to allow as much time for planning as possible. An employee must also comply with time limits for notice of absence or leave of absence specified elsewhere in this Agreement.

5.1.3 If an employee who had no advance knowledge of the need to be absent finds on a given day that he/she is unable to report for work or will be tardy for one hour or more, the employee must telephone the employee’s supervisor and state the reason for her/his absence or tardiness. This must be done not less than one hour before the employee’s reporting time, except when conditions beyond the employee’s control prevent the employee from calling in that early.

5.1.4 When an employee calls in to report absence or tardiness of one hour or more, the employee must state the reason for the absence or tardiness. If absence, the employee must state when he/she expects to return to work. If tardiness, the employee must state at what hour she/he expects to report to work. At the beginning of each work year, the District will provide the names of the person or service to be called in case of absence or tardiness.

5.1.5 An employee shall not leave work before his/her scheduled departure time (“early departure”) without being excused by the employee’s supervisor, except when early departure has been generally excused (as in the case of a weather or other emergency closing) or when there is an emergency for the employee which causes him/her to depart without being excused by the supervisor.

5.1.6 Absences without leave, unexcused absences, unexcused tardinesses and unexcused early departure are all unpaid and are also matters for which an employee can be disciplined.

5.1.7 An absence without leave not exceeding one work day will not be subject to discipline if an employee can demonstrate that she/he was unable to call in because of circumstances entirely beyond the employee’s control and that the absence would have been excused if he/she had been able to call in.

5.1.8 Whenever an employee is tardy, she/he must report to his/her supervisor when she/he reports to work. If the employee had not called in earlier to report the expected tardiness, the employee must inform the supervisor of the reason for the tardiness when the employee does report for work.

5.1.9 If an employee’s absence has been excused for a definite period of time, the employee must confirm with the employee’s supervisor her/his intent to return to work not later than 3:30 p.m. of the working day immediately preceding the day
of the employee’s expected return. If the employee finds that he/she can return to work earlier than the previously expected day of return, the employee must notify his/her supervisor of her/his intent to return to work not later than 3:30 p.m. of the working day immediately preceding the new date of return. Failure to report for work on the expected date of return is an absence without leave unless the employee calls in as required.

5.1.10 If an employee is on an excused absence on a day-to-day basis (i.e., for an indefinite period), the employee must notify the employee’s supervisor before 3:30 p.m. daily of the status of the employee’s absence and of the expected date of return when that becomes known. Failure to call in may result in deduction of wages for each day on which such failure occurs.

5.1.11 Within two days after return to work, an employee must fill out and sign an Absence Report Form and submit it to the employee’s supervisor. If an Absence Report Form is not submitted within that two days, it will be assumed that the employee does not wish to claim pay for the days of absence.

5.1.12 If an employee:

a. leaves the job without explanation, or
b. indicates that he/she is quitting and leaves the job or does not return to it at the next regular reporting time, or
c. fails to report for work without notifying the District of the reason for his/her absence for a period of five consecutive days or more, the employee shall be deemed to have abandoned his/her job, provided that the District shall have sent a written notice to the employee stating that his/her job will be declared abandoned at the next regular meeting of the Board unless he/she returns to work immediately and presents a reasonable explanation for his/her absence from work. The notice shall also state that if the employee’s job is declared to be abandoned, the employee will be automatically terminated and all of the employee’s seniority and benefits shall be forfeited if the absence has continued for fifteen consecutive days without notifying the employee’s immediate supervisor. The notice must be directed to the employee at his/her address as shown on the District’s records and must be sent by registered or certified mail, return receipt requested, or by telegram or be delivered to the employee in person.

5.1.13 When an employee is unable to work because of illness or injury, the employee shall state the name of her/his attending physician, if any, when the employee calls in to report the absence. An absence because of illness or injury of five consecutive working days or more must be supported by delivering to the District before the employee returns to work a certificate from a physician setting forth
the nature of the illness, the date or dates on which the physician treated the employee and the expected date of return to work. On written notice to an employee, a physician's certificate may also be required for any absence in which the District suspects abuse of the paid sick leave privilege or for any absence (whether paid or unpaid, excused or unexcused).

5.1.14 The District may require an employee to undergo a physical or mental examination by a physician of the District’s choosing paid by the District. This will be required of all newly hired employees before undertaking the assigned duties. In all such cases, the physician’s report shall be made in writing to the District, and the employee. The employee will execute a release authorizing the physician to release the report to the District. Refusal or failure to undergo the examination shall be cause for discipline. No employee shall suffer a loss in pay by virtue of being absent from regularly scheduled (i.e., non-overtime) hours in order to undergo an examination required by this paragraph.

5.1.15 Information about the Family and Medical Leave act and the Americans with Disabilities Act may be obtained from the Lewiston-Porter United Educational Employees.

Section 5.2 Sick and Emergency Leave for School Nurses Clerks & Employees Who Work Twelve Months Per Year

5.2.1 The provisions of this Section 5.2 apply only to school nurses and clerks and to employees who work twelve months per year, including part-time clerical positions, who are serving pursuant to a permanent appointment date that is before July 1, 2006 and who have been continuously so employed for a period of at least seven (7) years. Such employees are referred to in this Section 5.2 as “eligible employees.” Said “eligible employees” shall be credited with two hundred (200) days of sick time. However, any employee who currently has more than two hundred (200) days of sick leave credit, but less than two hundred fifty (250), shall be credited with that amount of days.

5.2.2 Effective 7/1/2007 and every year thereafter, all eligible employees shall be credited with sick leave accrual in the amount of three (3) days during July and one (1) day per month thereafter to a maximum annual accumulation of fourteen (14) days. The total number of sick leave days accrued year to year by an employee will not exceed two hundred fifty (250).

5.2.3 The sick leave account of any employee who is serving pursuant to a permanent appointment date that is before July 1, 2006 and has less than seven (7) years of continuous District Service will be credited with the total number of days resulting from the multiplication of 24 times the number of years of said continuous service to a maximum total of one hundred forty-four (144) days.
The sick leave account of any employee hired after July 1, 2006 will be credited with three (3) days during the first month of employment and one (1) day for each subsequent month thereafter to a maximum annual accumulation of fourteen (14) days per year.

5.2.4 An eligible employee who began work in the District prior to November 17, 1986 shall have no salary deduction for absence due to illness or injury of a member of the employee’s immediate family during any single fiscal year up to the amount of credited sick days that such employee has in their sick leave account. As used in this paragraph 5.2.3, “immediate family” includes only the employee’s spouse, child, parent, corresponding step-relatives and in-laws, and full-time residents of the employee’s household.

5.2.5 An eligible employee who began work in the District on or after November 17, 1986 shall be credited, at the end of each month after becoming eligible, with one emergency leave day which the employee may accumulate to a maximum of 36 days. Emergency leave days may be used for absence due to:

1. Illness or injury in the immediate family. As used in this subparagraph (1), “immediate family” includes only the employee’s spouse, child, parent, corresponding step-relatives and in-laws, and full-time residents of the employee’s household.

2. Illness of a grandparent, whether living in the employee’s household or not, limited to a maximum of three such days in a fiscal year.

3. Non-family funerals, limited to a maximum of three such days in a fiscal year.

4. Quarantine, limited to the number of days that have been accumulated.

5. With respect to a veteran, taking a physical examination for compensation when so required by a United States government agency.

6. Attending a compensation court hearing on his own behalf or taking a medical examination ordered by such a court, in both cases where the injury which is before the court resulted from the employee’s employment by the District.

7. Personal business, limited to a maximum of two such days in a fiscal year, provided that the Superintendent may grant prior approval for a third day in a fiscal year if there are extenuating circumstances. Emergency leave for personal business shall be used only for business transactions of a personal nature which cannot normally be transacted outside the employee’s normal work hours. Emergency leave for personal business shall not be used for entertainment-related activities. Under no
circumstances shall an emergency leave day be used on the work day immediately preceding or immediately following a holiday or vacation period unless approved 24 hours in advance by the Superintendent, or with less notice than 24 hours, at the sole discretion of the Superintendent. Emergency leave allowance shall terminate at the severance of employment. In cases of extenuating circumstances, the Superintendent may grant further leave based on an employee’s need with the understanding that any extended leave will be deducted from such employee’s earned leave until it is paid back if the Superintendent should so state that it is to be paid back.

(8) Employees shall be entitled to one (1) additional personal business day per year, which shall not be deducted from accumulated sick leave, and which shall not be added to any accumulation.

(9) The Superintendent has the right to grant extended leave for any extenuating circumstance.

(10) Employees who transfer into the negotiating unit from other employment in the District shall receive credit for all accumulated, unused leave days earned during their employment by the District.

5.2.6 When an employee is paid benefits under the Workers’ Compensation Act, wage payments to the employee shall not exceed the difference between the employee’s regular wages and the benefits paid for lost wages under the Workers’ Compensation Act.

Section 5.3 Sick and Personal Business Leave for Teacher Aides and Monitors

5.3.1 The provisions of this Section 5.3 apply only to ten and eleven month Teacher Aides and Monitors, who are serving pursuant to a permanent appointment and who work five or more hours per day, regardless of their number of years of service.

5.3.2 Teacher Aides and Monitors shall be credited, at the end of each month, with one day of paid leave for each month worked. Such paid leave days for Teacher Aides may be allowed to accumulate to a maximum of one hundred fifty (150) days. School monitors shall be allowed to accumulate up to a maximum twenty (20) days. Such paid leave days may be used for absences due to:

(1) The employee’s own illness or injury.

(2) Illness or injury in the immediate family, limited for teacher aides to a maximum of four such days in a fiscal year. As used in this subparagraph (2), “immediate family” includes only the employee’s spouse, child,
parent, corresponding step-relatives and in-laws, and full-time residents of the employee’s household.

(3) Non-family funerals, limited to a maximum of three such days in a fiscal year.

(4) Quarantine, limited to the number of days that have been accumulated.

(5) With respect to a veteran, taking a physical examination for compensation when so required by United States government agency.

(6) Attending a compensation court hearing on his own behalf or taking a medical examination ordered by such a court, in both cases where the injury which is before the court resulted from the employee’s employment by the District.

(7) Personal business, for Teacher Aides, limited to a maximum of two such days in a fiscal year, provided that the Superintendent may grant prior approval for a third day in a fiscal year if there are extenuating circumstances. Personal business leave shall be used only for business transactions of a personal nature which cannot normally be transacted outside the employee’s normal work hours. Personal business leave shall not be used for entertainment-related activities. Under no circumstances shall a personal business leave day be used on the work day immediately preceding or immediately following a holiday or vacation period unless approved 24 hours in advance by the Superintendent, or with less notice than 24 hours, at the sole discretion of the Superintendent. Personal business leave allowance shall terminate at the severance of employment.

(8) Teacher Aides shall be entitled to one additional personal business day per year, which shall not be deducted from accumulated sick leave, and which shall not be added to any accumulation.

(9) School monitors shall be entitled to one (1) personal business day per year.

5.3.3 The Superintendent has the right to grant extended leave for any extenuating circumstance.

5.3.4 When an employee is paid benefits under the Workers’ Compensation Act, wage payments to the employee shall not exceed the difference between the employee’s regular wages and the benefits paid for lost wages under the Workers’ Compensation Act.
5.3.5 Employees who transfer into the negotiating unit from other employment in the District shall be credited all accumulated, unused leave days earned during their employment by the District.

Section 5.4 Other Short Term Leaves

5.4.1 Employees may be absent without loss of regular pay for up to five consecutive working days at the time of a funeral of a member of the employee’s immediate family. As used in this paragraph 5.4.1, “immediate family” includes only: spouse, sibling, child, parent, grandparent, grandchild and all corresponding in-laws and a person living full-time in the employee’s household. An employee may have such leave for the funeral of a step-relative corresponding to any relative listed in the preceding sentence, but the employee may not have such leave for both the relative and a corresponding step-relative. The Superintendent has the right to grant extended leave for both the relative and the corresponding step-relative. The Superintendent has the right to grant extended leave for any extenuating circumstance.

5.4.2 Employees may be absent without loss of regular pay to serve on jury duty or to attend court pursuant to a subpoena provided that the notice to appear or subpoena, as the case may be, is filed with District’s Personnel Office. Notwithstanding the foregoing, if the employee has a personal interest in the matter before the court, the employee will not be paid, although leave will be granted.

5.4.3 The Superintendent may grant paid or unpaid Educational Leave for any cause the Superintendent deems beneficial to the District.

5.4.4 The Superintendent may grant Conference Leave with pay upon written request from the employee which has been approved by the employee’s immediate administrative superior, if the Superintendent determines that such absence would benefit the District or advance the competence of the employee.

5.4.5 Up to a total of fifteen working days of leave for the entire unit may be used for attendance at Union meetings and workshops. An employee on such leave shall suffer no loss of straight time pay nor of any other leave benefits. The Union will give the District written notice of the need to use such leave at least fifteen days in advance of the first day of leave. The notice will include the names of the employees who will be using the leave and the days they will be on such leave. The District reserves the right to disallow such leave for a particular person on particular days if it can show that the person’s absence on the days in question would unduly impede the District’s operations.
Section 5.5 Leaves Relating to Employees' Children

5.5.1 An employee is eligible for an unpaid child-bearing leave of absence at any time during the period from the time the employee notifies the District that she is pregnant until the date when the employee is no longer able to work. The employee shall notify the District of the planned leave as soon as practical, and not less than thirty (30) days in advance of the projected date of the commencement of the leave, or, in the case of adoption leave, later than the week during which the employee is informed by the adoption agency of the date of the child’s arrival. An employee is eligible for an unpaid infant care leave of absence at any time during the two-year period which begins on the date when the employee or the employee’s spouse is physically able to return to work or, in the case of adoption, the date when the child comes to the employee’s home.

5.5.2 Requests for child-bearing and infant care leaves must be submitted in writing by the employee to the District’s Personnel Office as far in advance of the requested beginning date of the leave as is practicable, but not less than 30 days in advance unless the Superintendent waives the 30 day requirement.

5.5.3 An employee will normally return from an infant care leave at the beginning of a semester. However, an employee’s request for an earlier return will not be denied provided that the employee gives at least four full weeks written notice of intent to return to the District’s Personnel Office.

5.5.4 An employee will return from a child-bearing or infant care leave to the employee’s former position or an equivalent one. Benefits do not accrue during child-bearing or infant care leaves.

Section 5.6 Other Long Term Leaves

5.6.1 Unpaid leaves for five consecutive working days or less may be granted by the Superintendent. Longer unpaid leaves may be granted by the Board. Except as stated in Section 5.5 of this Agreement, the Board does not grant unpaid leaves for more than one year. An employee who desires an unpaid leave must apply in writing to the Superintendent and state the purpose for which the leave is requested and the requested beginning and ending dates of the leave. If the leave is granted, the time on leave over ten accumulated days, will not count for seniority, wage increment, vacation or leave benefits which are accumulated on a time basis. Leaves for the purpose of accepting another job or for residing out-of-town will not be granted.
ARTICLE 6 -- COMPENSATION

6.1.1 Salary Schedule 2006-2007: increments only

Salary Schedule 2007-2008: 2.00%, including increments

Salary Schedule 2008-09: 2.5%, including increments

Salary Schedule 2009-2010: 2.95%, including increments

6.1.2 The rate per hour for Stenographers, Account Clerks and Senior Typists shall be as follows. Account Clerks shall be entitled to an additional 25 cents per hour.

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6.1.3 The rate per hour for Typists will be:

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<td>16.92</td>
<td>17.23</td>
</tr>
</tbody>
</table>
6.1.4 The rate per hour for Nurses will be:

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>16.66</td>
<td>16.66</td>
<td>16.66</td>
<td>16.88</td>
</tr>
<tr>
<td>2</td>
<td>18.63</td>
<td>18.63</td>
<td>18.63</td>
<td>18.88</td>
</tr>
<tr>
<td>3</td>
<td>20.60</td>
<td>20.60</td>
<td>20.60</td>
<td>20.87</td>
</tr>
<tr>
<td>4</td>
<td>22.62</td>
<td>22.62</td>
<td>22.62</td>
<td>22.92</td>
</tr>
<tr>
<td>5</td>
<td>24.23</td>
<td>24.23</td>
<td>24.23</td>
<td>24.55</td>
</tr>
<tr>
<td>6</td>
<td>25.27</td>
<td>25.50</td>
<td>25.85</td>
<td>26.45</td>
</tr>
</tbody>
</table>

6.1.5 The rate per hour for aides will be:

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>9.70</td>
<td>9.70</td>
<td>9.70</td>
<td>9.83</td>
</tr>
<tr>
<td>2</td>
<td>10.06</td>
<td>10.06</td>
<td>10.06</td>
<td>10.13</td>
</tr>
<tr>
<td>3</td>
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<tr>
<td>4</td>
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<td>11.35</td>
<td>11.35</td>
<td>11.50</td>
</tr>
<tr>
<td>5</td>
<td>12.03</td>
<td>12.03</td>
<td>12.03</td>
<td>12.19</td>
</tr>
<tr>
<td>6</td>
<td>13.17</td>
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<td>13.94</td>
<td>14.23</td>
</tr>
<tr>
<td>7</td>
<td>13.70</td>
<td>13.77</td>
<td>13.94</td>
<td>14.23</td>
</tr>
</tbody>
</table>

* Any School Health Care Aide (HCA) hired before July 1, 2006 will be paid 50 cents ($.50) per hour more than a teacher aide on the same step.

* Any School Health Care Aide (HCA) hired after July 1, 2006 will be paid 25 cents ($.25) per hour more than a teacher aide on the same step. School Health Care Aides are hired based on specific health needs of specific students, and will not be entitled to placement on a seniority list.

6.1.6 The rate per hour for Audio-Visual Associates will be:

<table>
<thead>
<tr>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>14.77</td>
<td>14.77</td>
<td>14.77</td>
<td>14.97</td>
</tr>
<tr>
<td>2</td>
<td>15.93</td>
<td>15.93</td>
<td>15.93</td>
<td>16.15</td>
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<td>3</td>
<td>17.10</td>
<td>17.10</td>
<td>17.10</td>
<td>17.33</td>
</tr>
<tr>
<td>4</td>
<td>18.27</td>
<td>18.27</td>
<td>18.27</td>
<td>18.52</td>
</tr>
<tr>
<td>5</td>
<td>19.56</td>
<td>19.60</td>
<td>20.00</td>
<td>20.40</td>
</tr>
</tbody>
</table>
6.1.7 The rate per hour for Clerks will be:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10.85</td>
<td>10.85</td>
<td>10.85</td>
<td>10.99</td>
</tr>
<tr>
<td>2</td>
<td>11.05</td>
<td>11.05</td>
<td>11.05</td>
<td>11.20</td>
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<tr>
<td>3</td>
<td>11.33</td>
<td>11.33</td>
<td>11.33</td>
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<tr>
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<td>12.06</td>
<td>12.06</td>
<td>12.06</td>
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<td>5</td>
<td>13.13</td>
<td>13.13</td>
<td>13.13</td>
<td>13.30</td>
</tr>
</tbody>
</table>

6.1.8 The rate per hour for School Monitors will be:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$9.53</td>
<td>$9.53</td>
<td>$9.53</td>
<td>$9.65</td>
</tr>
<tr>
<td>2</td>
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<td>$9.70</td>
<td>$9.70</td>
<td>$9.83</td>
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<tr>
<td>3</td>
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<td>4</td>
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<td>$10.53</td>
<td>$10.53</td>
<td>$10.67</td>
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<tr>
<td>5</td>
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<td>$10.98</td>
<td>$10.98</td>
<td>$11.12</td>
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<td>6</td>
<td>$11.40</td>
<td>$11.45</td>
<td>$11.55</td>
<td>$11.87</td>
</tr>
</tbody>
</table>

Section 6.2 Other Wage Rates

6.2.1 For all hours worked in excess of 40 hours per week, an employee shall be paid one and one-half times his/her regular hourly rate.

6.2.2 For all hours worked on a Saturday, Sunday, or when school is closed, an employee shall be paid one and one-half times his/her regular hourly rate.

6.2.3 If a Unit member is temporarily assigned one-half day or more to perform the work in another classification, either because that employee is absent or because the position is vacant, the unit member shall be paid forty (40) cents per hour in addition to his or her own hourly rate for the period of the temporary assignment. As used in this paragraph, “one-half day or more” refers to the normal workday of the employee being replaced.

6.2.4 Holiday and vacation time shall be counted as hours worked for purposes of entitlement to premium pay.

6.2.5 There shall be no pyramiding of overtime premiums provided by this Agreement: only one premium can be applied to any given period worked.

6.2.6 With respect to employees who are regularly scheduled to work a minimum of 27 hours per week, in addition to the employee’s individual hourly wage rate:
1. An employee who has completed at least ten (10) years of continuous service as an employee of the District shall be paid an additional twenty-seven cents ($.27) per hour.

2. An employee who has completed at least fifteen (15) years of continuous service as an employee of the District shall be paid an additional thirty-two cents ($.32) per hour.

3. An employee who has completed at least twenty (20) years of continuous service as an employee of the District shall be paid an additional thirty-seven cents ($.37) per hour.

Effective September 1, 1989, any unpaid leave which exceeds thirty (30) days and is taken for reasons other than personal or immediate family illness will not be considered as continuous service.

The longevity differentials set forth in “1”, “2” and “3” are not cumulative. An employee can receive only one such differential at a time.

6.2.7 Effective July 1, 1995, the District shall provide an attendance incentive annually as follows;

<table>
<thead>
<tr>
<th>Attendance Incentive</th>
<th>12 month employees</th>
<th>$500</th>
<th>Perfect attendance*</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 month employees</td>
<td></td>
<td>$350</td>
<td>Perfect attendance*</td>
</tr>
</tbody>
</table>

* Approved absences for: jury duty, approved conference days, death in the family, quarantine, military leave and mandatory compensation days, will not count against eligibility for this incentive.

6.2.8 Performance Stipend Pool:

A stipend of $25,000, to be distributed to qualifying LPUEE members, shall be available annually and paid in the last paycheck of the year. Performance objectives, determined by both the District and the LPUEE, will be based on the “Five C” principle criteria. A total of three (3) of the Five C’s must be completed in order to be eligible for the performance stipend. The Five C’s include:

- Commitment; educational enrichment and attendance (promptness).
- Challenge; accepting new responsibilities and working with new technology.
- Control; working independently as well as in a team environment.
- Creativity; idea generation.
- Caring; maintaining a positive attitude, willingness to cooperate, being trustworthy and loyal.

Payment shall be as determined through the completion of objectives determined by the LPUEE President, Assistant Superintendent for Administrative Services and the Unit Representative of that job area.

Money left in the Performance Stipend Pool at the end of the school year will be rolled over into the next year of the contract for distribution. Money left in the pool at the end of the four-year contract will be added to the health insurance base for the next contract beginning 2006-2007.

6.2.9 Unit staff members will get paid their regular hourly wage when requested by the District to attend related professional development training in the District.

6.2.10 The district will pay a salary credit at the rate of ten dollars ($10.00) per credit hour for pre-approved work related college level courses. Payment for completed credit hours will commence at the beginning of each semester and continue for the duration of district employment. Staff requesting payment will provide a written notice to that effect no later than the first working day of the first semester and February 1 for the second semester.

Section 6.3 Pay Rules

6.3.1 Employees shall be paid on the regular bi-weekly pay schedule adopted annually by the Board. Unit members may elect to have direct deposit at M&T Bank; HSBC; Key Bank; Citizens Bank; First Niagara; Charter One; Bank of America; and Lewiston-Porter Federal Credit Union.

6.3.2 Between May 1st and June 15th each year, or pending the completion of negotiations, or as soon thereafter as practicable, written notice shall be given to each employee of the annual hourly rate for the coming fiscal year and the total annual wage the employee would be paid during that year if the employee worked all the regular hours anticipated to be scheduled for that year for his/her position.

6.3.3 When the District determines to close school to students or to dismiss all of its students because of inclement weather or other causes, but requires the attendance of particular employees in this unit, those employees required to report or remain will be paid at the rate of one and one-half (1-1/2) times their straight time rates for as many hours as they so remain. On days when buildings are closed to employees as well as students, and on days when both students and employees are sent home early, employees so sent or remaining home will be paid at straight time rates for all hours they would have worked but for the closing or early dismissal.
6.3.4 A new employee may be hired at a step above Step 1 based on prior experience which is relevant to the duties of the job for which the employee is being hired.

Section 6.4 Retirement

6.4.1 All employees in competitive class and non-competitive class positions must and employees in exempt and labor class positions may -- become members of the New York State Employees Retirement System.

The District and the employees, where required shall make the contributions required by the said law and the District will furnish, and the employees will complete, the necessary paperwork.

6.4.2 a. All employees who are regularly scheduled to work a minimum of twenty-seven (27) hours per week, have rendered at least ten (10) years of service to the District, and are eligible to retire on other than a disability basis, pursuant to the New York State Employees' Retirement System, will be eligible for the Plan. The amount of the retirement bonus for those eligible employees shall be the difference between the retiring employee's salary (at the time of retirement) and the starting salary for his/her position, regardless of the employee's replacement's actual starting salary. Instead of a cash bonus, the employee may elect to receive the bonus in the form of medical insurance premium payments by the District up to the amount of cash bonus the employee would be eligible for. An eligible employee who retires under the Plan will receive the bonus in July immediately following the school year in which the employee retires. Should a former employee, retired under this Plan, die prior to receiving all the bonus due, the remainder will be paid to the retiree’s spouse or, in the case the spouse is deceased, to the retiree’s estate. (See Retirement Incentive Utilization Form - APPENDIX B.)

b. A surviving spouse of an employee with at least ten years of service in the District may continue in the plan at his or her own expense, and in accordance with a payment schedule established by the District. The District shall designate the insurance group to which the surviving spouse shall be assigned. The right of a surviving spouse to continue in the plan shall terminate upon remarriage.

6.4.3 All employees eligible to retire under paragraph 6.4.2.a of this Agreement will be eligible for an additional retirement bonus, provided they notify the District in writing 18 months in advance of the effective dates of their retirements. This bonus equates to 6.5% of an employee’s “base salary” as converted from the salary schedule as of the employee’s retirement date.
Example:
Base salary converted from salary schedule = $35,000
6.5% = 2,275 BONUS
Total Salary Base = $37,275

An employee who notified the District in writing on January 5, 2007 that the employee will retire on July 5, 2008 would be eligible to receive this bonus.

Section 6.5 Health Insurance

6.5.1 a. The District will contribute the sums following the years indicated to the unit’s benefit trust medical insurance fund established by the LPUEE for the payment of health insurance premiums:

<table>
<thead>
<tr>
<th>Year</th>
<th>Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>2006-07</td>
<td>$383,000</td>
</tr>
<tr>
<td>2007-08</td>
<td>$475,825</td>
</tr>
<tr>
<td>2008-09</td>
<td>$553,103</td>
</tr>
<tr>
<td>2009-10</td>
<td>$635,225</td>
</tr>
<tr>
<td>2010-11</td>
<td>$714,249</td>
</tr>
</tbody>
</table>

Monies in the pool which are not expended in a given fiscal year shall be permitted to be carried over into the subsequent fiscal year for use in the subsequent fiscal year.

b. By February 1st of each year of this agreement, the LPUEE will certify respectively to the District the MOA “allowance” for confidential employees to be paid for the 2006-07, 2007-08, 2008-09, 2009-2010, and 2010-2011 school years. The dates therein also will be coextensive with those of the new Agreement.

Section 6.6 Paid Holidays

6.6.1 As used in this section 6.6, “paid holiday” means a day on which an employee is not required to work but for which the employee is paid at his/her regular hourly rate for the same number of regular straight time hours as the employee would have been paid if the day in question had been a work day.

6.6.2 Twelve month employees who are regularly scheduled to work a minimum of 30 hours per week and the 27.5 hour per week Media Aide position shall have the following thirteen paid holidays:
1. New Year’s Day  
2. Patriots’ Day  
3. Martin Luther King, Jr. Day  
4. Good Friday  
5. Memorial Day  
6. Independence Day  
7. Labor Day  
8. Columbus Day  
9. Veterans’ Day  
10. Thanksgiving Day  
11. Friday after Thanksgiving Day  
12. Last work day preceding Christmas Day  
13. Christmas Day

Nurses and clerks shall have the same paid holidays as twelve month employees, with the exception of Independence Day.

6.6.3 Ten and eleven month employees and 12 month employees who are regularly scheduled to work a minimum of 20 hours per week shall have the following seven paid holidays:

1. Patriots’ Day  
2. Martin Luther King, Jr. Day  
3. Memorial Day  
4. Columbus Day  
5. Veterans’ Day  
6. Christmas Day  
7. Thanksgiving Day

6.6.4 The PDI aides whose dates of employment are before September 1, 2006 will be granted one (1) floating holiday to be used with the approval of their building administrator(s).

6.6.5 When a paid holiday falls on a Saturday, the immediately preceding day which would otherwise have been a work day shall be observed as the paid holiday. If that day in turn would have been a paid holiday (e.g., as in item #12 of paragraph 6.6.2 of this Agreement), then the workday immediately preceding the latter day shall be observed as the paid holiday. When a paid holiday falls on a Sunday, the immediately succeeding day which would otherwise have been a work day shall be observed as the paid holiday.

**Section 6.7 Paid Vacations**

6.7.1 As used in this section 6.7, “paid vacation” means one or more days on which an employee is not required to work but for which the employee is paid at his/her
regular hourly rate for the same number of regular straight time hours as the employee would have been paid if the day in question had been a work day.

6.7.2 Twelve-month employees who are regularly scheduled to work a minimum of 20 hours per week shall have the following number of paid vacation days per year:

a. 10 days after completing 12 full months of service as an employee regularly scheduled to work a minimum of 20 hours per week.

b. 15 days after completing 96 full months of service as an employee regularly scheduled to work a minimum of 20 hours per week.

c. 20 days after completing 180 full months of service as an employee regularly scheduled to work a minimum of 20 hours per week.

d. In computing an eligible employee’s full months of service, the number of full months of service rendered to the District by such an employee at a time when the employee was not eligible for vacation (e.g., when serving as a ten month employee) shall be counted (i.e., a ten month employee would have ten months counted).

6.7.3 Up to a maximum of fifteen unused paid vacation days may be carried over from year-to-year. These carried-over days (i.e. vacation days not accrued during the current year) may be utilized only once in an eight year period and then only with the approval of the employee’s immediate supervisor. No more than 35 vacation days may be used in one fiscal year.

6.7.4 Vacation days shall accrue annually on July 1. If an employee is terminated, all earned vacations will be pro-rated. New employees who have not completed one full year of service will be credited as of July 1 with one day vacation for each month worked, up to a maximum of ten vacation days. Thereafter, new employees will receive vacation credit on July 1 in accord with the terms of this section.

6.7.5 If an employee, who has completed one full year of service and who is eligible for vacation, is laid off or terminated, he/she will be paid for: (i) the vacation days earned in the previous anniversary year but which remain unused, (ii) unused days carried over from previous anniversary years which remain unused and (iii) a portion of vacation days which would have been earned during the employee’s anniversary year of layoff or termination equal to the proportion of days worked by the employee that year as compared to the total number of scheduled work days for that year. If an employee dies, the same payment as for termination will be made to the employee’s designated beneficiary, if any, or to the employee’s estate if there is no designated beneficiary. When an employee returns from layoff he/she shall have no claim for vacation days or pay already paid.
6.7.6 Employees who transfer into this Unit from another negotiating unit in the District without a breach in service shall be credited with earned unused vacation time from the former assignment.

Section 6.8 Other Benefits

6.8.1 Employees shall be admitted free-of-charge to any school-sponsored activity held within the District. Employees shall be issued non-transferable passes which shall admit only the employee.

6.8.2 NYSUT Benefit Trust

(1) The District will deduct NYSUT Benefit Trust Payments, in the amount designated by the employee, from the salaries of employees who voluntarily execute a NYSUT Benefit Trust deduction form.

(2) The monies deducted under Section 1 above shall be transmitted by the District to the NYSUT Benefit Trust on the pay date that the deduction is made.

(3) The District shall transmit to the NYSUT Benefit Trust and to the LPUEE a list of the employees for whom deductions were made and the amount of each employee's deduction.

(4) The Association shall inform the District of the address of the NYSUT Benefit Trust.

(5) Deductions shall be made from twenty (20) consecutive paychecks beginning with the second paycheck after school opens in September.

(6) Deductions based on newly submitted deduction forms will begin in the first paycheck after the deduction form is filed with the payroll clerk.

(7) The District assumes no financial responsibility under this program, except to remit the required amount.

6.8.3 The District will pay for up to one-half of the cost of special corrective lenses required by employees due to close computer work, upon prescription by an optometrist or ophthalmologist and prior approval by the Superintendent.
SUBSCRIPTION

In witness of all the foregoing the duly authorized representatives of their parties have signed their names below on the Execution Date shown below:

Execution Date: 2/20, 2009

For the District:

By: Christopher Ross
Superintendent of Schools

For the Union:

By: Dorothy Lehman
President, LPUEE
APPENDIX A
GRIEVANCE FORM

1. Grievant’s Name:
2. The Step One meeting was held on __________ with ________________________.
   date Supervisor
3. This written grievance is being submitted on ____________.
   date
4. The event out of which the grievance arose occurred on ____________.
   date
5. The nature and circumstance out of which the grievance arose are:
   _________________________________________________________________
   _________________________________________________________________
   _________________________________________________________________
6. The paragraphs of the Agreement violated or misapplied are:
   _________________________________________________________________
7. The remedy or correction requested is:
   _________________________________________________________________

Grievant’s Signature

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APPENDIX B

RETIREMENT INCENTIVE UTILIZATION FORM

Date: __________________________

To: Office of Administrative Services

Reference: Retirement Incentive Utilization

From: __________________________

As per LPUEE working agreement, Section 6.4.2, I elect the monies to be distributed in the following manner:

( ) I elect to purchase Health Insurance Coverage.

( ) I elect to receive a lump sum payment.

My designee is: __________________________

_____________________________
(Address)

_____________________________
(City, State)

_____________________________
Signature

_____________________________
Date

- 41 -
MEMORANDUM OF AGREEMENT
BETWEEN
LEWISTON-PORTER UNITED EDUCATIONAL EMPLOYEES
AND
LEWISTON-PORTER CENTRAL SCHOOL DISTRICT

This memorandum of agreement between the Superintendent of the Lewiston Porter Central School District and the Lewiston-Porter United Educational Employees shall be effective upon signature by authorized representatives of both parties.

For members of the Lewiston-Porter United Educational Employees who chose the “Opt-Out” option of the Health Insurance Plan (as per section 6.5 of the contract), the District will pay the opt-out value of said option on a semi-annual basis. Fifty (50%) percent of said value shall be paid in the last check in January, and fifty (50%) percent in the last check in June of each year that said option is chosen.

The District will withhold all applicable taxes, as well as the cost of retirement, from each check.

It is understood that the District will not assume any additional costs (taxes or retirement) because a unit member chooses said option.

This memorandum of agreement will remain in effect as long as this option is offered.

Dorothy Lehman, President

Christopher Roser
Superintendent of Schools

Lewiston-Porter United Educational Employees (LPUEE)

Lewiston-Porter Central School District

Date 2/20/09

Date 2/20/09