



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

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

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

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

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Holley Central School District and Holley Central School Aides (2013)**

Employer Name: **Holley Central School District**

Union: **Holley Central School Aides**

Local:

Effective Date: **07/01/2013**

Expiration Date: **06/30/2014**

PERB ID Number: **5282**

Unit Size:

Number of Pages: **11**

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

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

CONTRACT
BETWEEN
HOLLEY CENTRAL SCHOOL SUPERINTENDENT
AND
THE HOLLEY CENTRAL SCHOOL AIDES CONTRACT

July 1, 2013 – June 30, 2014

TABLE OF CONTENTS

<u>ARTICLES</u>	<u>TITLE</u>	<u>PAGE</u>
1.	Recognition	3
2.	Management Rights	3
3.	Savings Clause	3
4.	Negotiation Procedures	3
5.	Eligibility Requirements	3
6.	Dues Deduction	3
7.	Performance Evaluation	4
8.	Grievance Procedure	4-5
9.	Job Openings	5
10.	Retirement System	6
11.	Reduction in Staff	6
12.	Leaves of Absence	6-7
13.	School Vacations and Holidays	7
14.	School Closing	8
15.	Jury Duty	8
16.	Life Insurance	8
17.	Health Insurance	8-9
18.	Dental Insurance	9
19.	Substitute Teacher Pay	9
20.	Aides' Workshops	9
21.	Aide Categories	9
22.	Aide Compensation	10
23.	Work Year and Workday	10
24.	Release Time	10
25.	Personnel File	10
26.	Miscellaneous	11
27.	Duration	11
28.	Signature Page	11

ARTICLE 1 - RECOGNITION

The Aide Staff of the Holley Central School District is recognized as the bargaining agent for Classroom Aides, Supervisory Aides and Health Aides of the Holley Central School District by the Board of Education.

ARTICLE 2 - MANAGEMENT RIGHTS

The Holley Board of Education retains all management rights and functions it possessed prior to entering into this Agreement and may formulate rules, regulations, including safety regulations, for the conduct of its employees in the operation of school district business. Written notice of such rules and regulations will be provided to all employees.

ARTICLE 3 - SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement is found contrary to law or rules and regulations of the Commissioner of Education, then such provision or application shall be deemed invalid and stricken from the contract and/or remedied as prescribed by law or appropriate rule or regulation. All other provisions or applications shall continue for the duration of the contract.

ARTICLE 4 - NEGOTIATION PROCEDURES

- A. When it becomes necessary or appropriate to renegotiate the contract, the party wishing to negotiate will inform the other party no later than February 15th of the same calendar year.
- B. At the first negotiation session, the party seeking negotiations shall present their concerns. The other party shall react to and present their concerns at the second meeting.

ARTICLE 5 - ELIGIBILITY REQUIREMENTS

While all employees are subject to the general provisions of this contract, part-time employees are not eligible for all fringe benefits. Part-time employees are determined to be those working less than twenty (20) hours per week.

ARTICLE 6 - DUES DEDUCTION

- A. The District hereby agrees to deduct union dues for the Association from the salaries of the employee's covered by this Agreement who voluntarily execute a dues deduction authorization form.
- B. Deductions shall be made in ten (10) equal installments, beginning with the third pay check after Labor Day, as per a schedule sent to the payroll clerk by the second pay period of the school year.
- C. Executed dues deduction authorization forms shall remain in effect until revoked in writing by the employee.
- D. The Association agrees to hold the District harmless from any and all liability which may arise or be alleged to have occurred as a result of the District's implementation of this article.

ARTICLE 7 - PERFORMANCE EVALUATION

Each employee will receive a written evaluation of his/her job performance before the end of each school year from his/her immediate supervisor. A copy of the evaluation will be kept on file in his/her personnel folder. Employees shall sign and date the evaluations to indicate they have reviewed them with his/her supervisor. If an employee is not satisfied with the contents of the evaluation, he/she may add his/her written comments to the evaluation within five days of the meeting. Such additions shall be signed and dated by the employee.

ARTICLE 8 - GREIVANCE PROCEDURE

A. Definition

1. Grievance

For the purpose of this Agreement, the term "grievance" shall mean any dispute or disagreement between the employees in this unit and the District, which dispute or disagreement alleges that there has been a violation, a misinterpretation, or inequitable application concerning the terms and conditions of employment as specified in any provisions of this Agreement.

2. District Authorized Representative

The term "District's Authorized Representative" shall mean any administrative or supervisory officer responsible for the area in which a grievance is alleged.

3. As a precondition to appeal to a further stage, the grievant/appeal must be filed within the time limit specified, otherwise the grievance will be time-barred and further appeal will be barred, the grievance will be deemed waived and discontinued.

4. The District and the Association will provide any and all relevant document(s), communication(s) and/or record(s) in his/her possession, in whatever form whatsoever, concerning the alleged grievance provided they are not privileged or confidential or the like. Failure to submit these relevant documents to substantiate the alleged grievance at any stage of the grievance procedure will render the document(s), communication(s) and/or record(s) inadmissible at the subsequent stage.

B. Procedure

1. Step 1

Within five (5) working days of the occurrence of an event giving rise to an alleged grievance, such alleged grievance shall be discussed between the employee conceiving himself/herself aggrieved and the District's authorized representative. Such alleged grievance need not be reduced to writing, but a record shall be made of the fact that there was a discussion of the alleged grievance and of the general nature of such alleged grievance. A decision on the alleged grievances shall be given within five (5) working days after such discussion.

2. Step 2
If no satisfactory solution is reached at Step 1, the alleged grievance shall be reduced to writing and signed by the employee concerned and submitted to the District's authorized representative within the next two (2) working days following receipt of the answer at Step 1. A written answer shall be given to the employee within five (5) working days following receipt of the written alleged grievance.
3. Step 3
If the employee concerned is not satisfied with the written answer provided for in Step 2, such employee, within five (5) work days following receipt of such written answer, may file a written appeal with the Superintendent of Schools. Within ten (10) work days after receipt of the written appeal, the Superintendent or his/her duly authorized representative shall hold a fact finding hearing with all parties in interest and findings of fact shall be submitted to the Superintendent or made by the Superintendent within ten (10) work days after the receipt of the finding of fact.
4. Step 4
If the grievance is still not resolved, the employee may request the matter be presented to the Board of Education at their next regularly scheduled meeting. The Board shall hear all sides of the question and may at their discretion call for and take testimony. The Board shall render a decision in written form within twenty (20) work days.
5. Step 5
If the aggrieved party is still not satisfied with the decision at Stage 4, and the Association determines the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Education within 10 (ten) school days of the Stage 4 decision. The parties will be bound by the rules of the American Arbitration Association. The arbitrator will hear the matter promptly. The arbitrator's recommendation will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issue. The arbitrator shall have no power or authority to make any decision that requires the commission of an act prohibited by Law or which is in violation of the terms of this Agreement. The fees and expenses of the arbitrator shall be borne equally by the District and the Association, except that the arbitrator can award his/her fee based on a cost share of 80% by the Association and 20% by the District where the grievance is found by the arbitrator to be baseless and/or an abuse of process. The decision of the arbitrator shall be final and binding on all the parties.

ARTICLE 9 – JOB OPENINGS

Any unit position that becomes vacant or open in the Holley system shall be posted. Qualified employees may apply for the position and shall receive consideration as a candidate.

ARTICLE 10 - RETIREMENT SYSTEM

Employees may join the New York State Employees' Retirement System. Those joining are subject to all provisions, rules and regulations as outlined in the Employer's Guide on file in the District Office.

Retirement shall be defined as any unit member who has worked ten or more years for the Holley Central School District and resigns for the purpose of retirement from Holley Central School and the NYS Employee's Retirement System.

ARTICLE 11 - REDUCTION IN STAFF

In the event of a reduction in staff, layoffs will be made in reverse order of seniority in the aide category to be abolished. Aides will be recalled in order of seniority within the respective category involved. An aide's name will be removed from the recall list on the: expiration of four years from the date the position was abolished; an aide's acceptance of a position within ten (10) days written notice, whichever occurs first. Part-time positions are not subject to recall.

ARTICLE 12 - LEAVES OF ABSENCE

- A. Sick Leave — Full Time Aides shall be eligible for ten (10) sick days per year accumulative to one hundred and fifty (150) days. Part-time employees are eligible for five (5) sick days per year accumulative to fifty (50) days. Any Aide hired after July 1, 2009 will accrue the eligible pro-rated sick days equally among the first year of employment. Sick leave may be used for personal illness or serious illness in the immediate family.

A doctor's certificate may be required for absences in excess of five (5) consecutive days, which is claimed as sick leave.

- B. Personal Leave- Full Time Aides shall be eligible for up to three (3) days per year to conduct personal business which cannot be conducted except during normal working days. Part-time employees are not eligible for personal days.

No personal leave will be taken on the day preceding a holiday or vacation period, or the day following a holiday or vacation period, nor may personal days be used in connection with days without pay in order to lengthen a vacation period. If a day is requested before or after the holiday a reason must be provided and approved by the Superintendent.

All sick and personal days will be awarded on a pro-rated schedule based on hire date.

- C. Bereavement Leave — Full Time Aides shall be granted up to five (5) days per occurrence for death as follows: spouse, mother, father, children, grandparents, brother, sister and up to three (3) days per occurrence shall be granted for mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, and grandchildren and one (1) day per occurrence for aunt, uncle, niece and nephew.
Part time Aides will receive two (2) leaves, equivalent to the hours the unit member works for the following relatives: mother, father, spouse, children, grandparents,

brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchildren and one (1) leave for the following relatives: aunt, uncle, niece, nephew. These days are not cumulative.

The District may require proof of the deceased. These days are not available when the services in whatever form occur during a week the aide is otherwise not scheduled to work and not paid. A maximum of five (5) days or three (3) leaves equivalent are allowed for simultaneous death.

The use of these days expires 5 days after the death. Bereavement days will be allowed for memorial services held at a later date providing the total allotment has not yet been used.

- D. Maternity Leave — The District shall grant a maternity leave of up to six (6) months duration to employees, with one (1) or more years of service, who request such leave. The effective date of such leave shall be subject to each person's ability to safely perform their regular employment duties as determined by the employee's personal physician. Such determination shall be in written form and may be reviewed by the school district physician. Employees granted maternity leave shall not be compensated during their term of their leave, however, according to Federal Law, they may expend sick leave up to their accumulative day's leave for maternity purposes.
- E. Leave without pay – The District may grant to an employee when personal circumstances warrant such leave. The purpose of this leave cannot be for employment elsewhere.
- F. Attendance - Unit members who have exhausted all their accrued leave times and are in need of an unpaid day for extenuating circumstances must submit a written request to the Superintendent five (5) days in advance. Approval of this request is subject to the Superintendent's discretion. The Superintendent's decision is final and binding and not subject to the grievance procedure. Unit member absences without prior approval will be deemed job abandonment.

ARTICLE 13 - SCHOOL VACATIONS AND HOLIDAYS

- A. Employees are not expected to report to work during periods of time when school is closed due to vacation periods. They are expected, however, to return to work when school reopens unless specifically requested not to do so.
- B. Full Time Aides will receive the following paid holidays: Columbus Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, and Memorial Day. Should the occasion arise when it is necessary to hold school on any of the above days, compensation time will be permitted.

ARTICLE 14 - SCHOOL CLOSING

In the event it becomes necessary to close school after the employee normally reports for work, they shall be paid. In the event it becomes necessary to close school prior to the normal opening time due to inclement weather or a physical problem in the building(s), the aides' staff will be compensated at their normal rate of pay.

ARTICLE 15 - JURY DUTY

If any employee is required to serve on jury duty, they shall receive their regular pay from the District but shall return to the District any compensation received for their services as a jury person other than that portion ascribed to meals and travel compensation. If the court adjourns prior to 10:00 am the unit member will return to work.

ARTICLE 16 - LIFE INSURANCE

Employees' classified other than part-time are eligible, after one year's service, to purchase life insurance through the current District program. The employee's share of the premium cost is 100% of the current rate/thousand. The amount of life insurance that can be purchased will be based on a minimum salary of four thousand (\$4,000) dollars up to 1x the salary. Insurance will be purchased in one thousand (\$ 1,000) dollars of salary increments. All persons currently purchasing insurance may continue to do so until their service in the District terminates.

For employees hired after July 1, 2009, life insurance expires at the age of 70.

ARTICLE 17 - HEALTH INSURANCE

- A. For the two (2) employees who currently take health insurance through the district and contribute 10% of Health Care Premiums, the following will apply: The District shall continue to pay 90% of Point of Service health insurance coverage through Orleans-Niagara BOCES.
- B. Any employee who elects to receive health insurance with the district must join Point of Service. They are entitled to a single, two person or family plan. All of these employees will pay 20% of the annual premium and the District will pay 80%.
- C. Any aide who opts not to participate in the District's health insurance plan will receive a buy-out lump sum payment, payable in the last pay check of the District's fiscal year. This payment shall be prorated if the unit member drops coverage during a school year, or a unit member not receiving coverage elects to add coverage during the school year.

The buy-out for full time aides will be \$1600.
The buy-out for part time aides will be \$800.
- D. Health insurance elections may only be made once a year on June 15. No other changes will be allowed unless there is a life altering event: Death of a spouse, loss of employment of a spouse, marriage, etc.

- E. Nothing in this contract shall prevent the District from employing the services of third party administrators to administer health insurance plans or to self-insure for coverage in a manner allowable by law and regulation.
- F. If an aide who has worked ten or more years for the Holley Schools retires from Holley, under the terms of the Employee Retirement System, she or he is entitled to the following benefit: unused sick days may be accumulated to a maximum of 150 days. The dollar value of such unused sick leave may be used to purchase a portion of, or all of, the cost of continuation after retirement for the employee and/or spouse in the current district group health insurance plan until such sum is exhausted. The dollar value of unused sick leave shall be calculated by multiplying 1/200th of the average salary for any consecutive (5) year period, by twenty five hundredths (.25) the number of unused sick days. The five year period shall be selected by the employee. Lump sum payments representing unused sick leave will not be permitted in any form. When unused sick leave is exhausted, the employee and or spouse may remain under the group plan at their own expense.

ARTICLE 18 - DENTAL INSURANCE

Dental insurance coverage shall be made available through Delta Dental or any other source used to cover employees of any other bargaining unit. The cost of this insurance coverage shall be borne by the individual aide employee through payroll deductions.

Nothing in this contract shall prevent the District from employing the services of third party administrators to administer dental insurance plans or to self-insure for coverage in a manner allowable by law and regulation.

ARTICLE 19 - SUBSTITUTE TEACHER PAY

An aide, when called upon to substitute for a teacher in their classroom or the registered nurse, shall receive the substitute teacher/RN rate, or the regular per diem rate plus \$15.00 for each full day. On any given day, the minimum compensation for an aide substituting for a teacher or nurse will be ¼ day of the teacher/nurse substitute pay rate in place of ¼ day of the aide pay rate. Aides will be paid in ¼ day increments rounding to the next ¼ day.

ARTICLE 20 - AIDES' WORKSHOPS

Aide employees who may wish to attend workshops may do so upon the recommendation of the immediate supervisor and with the prior approval by the Superintendent. The District will pay for workshops for members to attend if it will benefit the school district in the performance of the unit member's job. The aide will receive his/her regular day's compensation. If an aide takes an in-service beyond the regular school day, the aide will be paid \$15.00 per hour or their hourly rate whichever is higher.

ARTICLE 21 - AIDE CATEGORIES

All aides shall be grouped according to three categories: Classroom Aide, Supervisory Aide, and Health Aide either Full Time (FT) or Part Time (PT).

ARTICLE 22 - AIDE COMPENSATION

- A. FT Aides that are scheduled for at least 6.5 hours are to be provided a thirty (30) minute, duty free, unpaid lunch period.
- B. FT Aides that are scheduled for at least 6.5 hours shall be provided one (1) duty free break of fifteen minutes duration in the morning and one (1) duty free break of fifteen minutes duration in the afternoon.
- C. Aides advance, for compensation purposes, from one level of compensation to the next in the particular categories, as of July 1 of each school year.
- D. Compensation increases are as follows:

2013/2014 - \$0.75 per hour based on hourly rate of 2012/2013

- E. Full Time Aides who have completed 10 years of service will receive a longevity payment of \$275.00 per year. This payment shall increase to \$425.00 per year for employees who have completed 15 years of service and after 20 years to \$525.00.

Part time aides will be prorated at ½ the awarded amounts. Longevity payments will be paid at the nearest available payroll date following the unit member’s anniversary date.

- G. Starting salaries for new aides are as follows:

FT and PT Aides = \$8.50

Health Aides = \$12.00

Part Time Aides will be paid hourly. Part time aides will have sick days recognized according to their scheduled hours per day.

All other Aides’ hourly rate will be annualized and their pay will be distributed equally over 21 payrolls.

ARTICLE 23 - WORK YEAR AND WORKDAY

The aide’s work year will follow the teacher’s calendar with the exception of parent/teacher evening conferences.

The workday will consist of 1 to 6.5 hours, the classroom library aide works 7.0 hours, not including the 30 minute duty free, unpaid lunch period in Article 22 A.

ARTICLE 24 - RELEASE TIME

The president of the Association or his/her designee, shall have up to two (2) days paid release time per year for representation business upon prior written District approval.

ARTICLE 25 - PERSONNEL FILE

A unit member may inspect and copy his/her personnel file during normal business hours. The unit member may insert a written comment to the materials in his/her personnel file.

ARTICLE 26 – MISCELLANEOUS

Copies of this contract shall be furnished by the District to all unit members as soon as possible. All new unit members will be provided a copy prior to their first day of work.

ARTICLE 27 – DURATION

This contract is made by and between the Superintendent of Schools and the aide staff and is effective during the time period of July 1, 2012 to June 30, 2013 unless otherwise noted in the contract. It shall cover all the aide employees, except substitute aides and shall remain in effect until a successor Agreement is reached.

No articles may be reopened for the duration of this contract without the mutual consent of the parties. This contract may be amended at any time if agreed to in writing by both parties.

Signature for the District

Signature for the Association

Date

Date