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Holley Central School District And
Holley Central School Aides

SD
AID

CONTRACT
BETWEEN
HOLLEY CENTRAL SCHOOL SUPERINTENDENT
AND
THE HOLLEY CENTRAL SCHOOL AIDES
JULY 1, 2002 TO JUNE 30, 2005

RECEIVED

JAN 27 2003

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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I. RECOGNITION

The Aide Staff of the Holley Central School District is recognized as the bargaining agent for the Aide employees of the Holley Central School District by the Board of Education on the 18th day of March 1981.

II. 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.

III. 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.

IV. 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.
- C. Minutes of each negotiation session shall be recorded by the employee team. The management team shall cause them to be transcribed. They shall be corrected or amended if necessary at the next subsequent meeting and approved by both negotiating teams before becoming official.
- D. Items agreed upon shall be put in written order, initialed and dated by the head negotiator for each team as soon as practicable after tentative agreement is reached.
- E. When all items are agreed upon, they shall be taken to each side's reference group (employees of Board) for ratification. Ratification shall consist of a positive majority vote of each reference group.
- F. Upon ratification, the head negotiator for the employee's unit and the Superintendent shall sign the contract and it shall become effective for the dates specified.

V. 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.

VI. 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.

VII. 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. Such additions shall be signed and dated by the employee.

VIII. GREIVANCE PROCEDURE

1. Definition

A. 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

B. 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.

C. 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.

D. 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.

2. Procedure

A. 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.

B. 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.

C. 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.

D. 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) days.

E. 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.

IX. LABOR/MANAGEMENT COMMITTEE

The parties to this Agreement agree to the formation of a labor-management committee. The purpose of this committee would be to informally discuss and attempt to resolve matters of concern to either party in order to avoid the filing of grievances. This committee shall consist of the President of the aide staff bargaining unit, two other members of the unit chosen in a manner determined by the unit, the Superintendent of Schools or his/her designee and two other administrators or supervisory personnel as chosen by the Superintendent

The first meeting of this committee shall be convened on a mutually convenient date as determined by the President of the bargaining unit and the Superintendent. At the first meeting, procedures for convening and conducting subsequent meetings shall be determined by agreement of the parties.

X. RETIREMENT SYSTEM

Employees may join the New York State Employee's 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. Those joining after 1976 will be responsible for a 3% contribution.

XI. JOB OPENINGS

Any aide 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. When all other qualifications are equal, seniority as an aide will prevail.

XII. 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 happening of 3 events: expiration of four years from the date the position was abolished; an aides acceptance of a position within ten (10) days written notice, whichever occurs first. Part-time, temporary and substitute teacher aide positions are not subject to recall.

XIII. LEAVES OF ABSENCE

- A. Sick Leave – Employees working twenty (20) or more hours/week and part-time employees having completed fifteen (15) years of service shall be eligible for ten (10) sick days per year accumulative to one hundred (110) days (2002-2003), 120 days (2003-2004) and 120 days (2004-2005). Part-time employees are eligible for five (5) sick days per year accumulative to fifty (50) days. Sick leave may be used for personal illness or serious illness in the immediate family.
- B. Personal Leave – Employees working twenty (20) or more hours/week and employees having completed fifteen (15) years of service shall be eligible for up to three (3) days per year to conduct personal business which cannot be conducted except during normal working days.

No personal leave will be taken on the day preceding a holiday or vacation period, nor 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.

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- C. **Bereavement Leave** – Employees working twenty (20) or more hours per week 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 day per occurrence for aunt, uncle, niece and nephew. Employees working less than 20 hours a week 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.

- 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.

XIV. 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. Employees who work twenty (20) or more hours/week, 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.

XV. 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.

XVI. 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.

XVII. 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 minimum amount of life insurance that can be purchased will be based on a minimum salary of four thousand (\$4,000) dollars. 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.

[Handwritten signature]

XVIII. HEALTH INSURANCE

- A.** The District shall pay 80% of a single plan of health insurance coverage through Orleans-Niagara BOCES Whole Health Program-Blue Cross/Blue Shield of Western New York, Inc. to each employee desiring to be so covered for the first 5 continuous years of employment. After 5 years of continuous employment as an aide the District shall pay 80% of a single, 2 person or family plan.
- B.** Any aide who opts not to participate in the District's health insurance plan will receive a \$400 lump sum payment, payable in the employee's last pay check of the District's fiscal year for the first 5 years of continuous employment. After 5 years of continuous employment as an aide the amount will be increased to \$1,000. 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. To be eligible for this benefit, the unit member must have worked at least the previous six (6) consecutive months.
- C.** Nothing in its 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.

XIX. DENTAL INSURANCE

Dental insurance coverage shall be made available through the Whole Health Plan from Blue Shield of Western New York, Inc., 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. If more than one dental plan is available under the terms of this contract, the individual employee shall be given the option to choose the coverage desired. It is understood that the District may, at its option, withdraw the option for coverage through the Whole Health Plan at such time as all other employee units have agreed to a procedure which eliminates this plan as a coverage option.

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.

XX. SUBSTITUTE TEACHER PAY

An aide, when called upon to substitute for a teacher in their classroom, shall receive his/her regular per diem rate plus \$15.00 for each full day or the substitute teacher rate, whichever is higher. On any given day, an aide must substitute a minimum of ½ of a teacher day to qualify for ½ substitute teacher pay.

XXI. 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 Board of Education. 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.

XXII. AIDE CATEGORIES

- A.** All aides shall be grouped according to four categories: Supervisory Aide, Instructional Aide, Health Aide and ISS Aide.

XXIII. AIDE COMPENSATION

- A.** Aides are to be provided a thirty (30) minute, duty free, unpaid lunch period.
- B.** Aides working twenty (20) or more hours/week 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.

[Handwritten signatures]

D. Compensation increase are as follows:

2002-2003	-	7.00%
2003-2004	-	7.00%
2004-2005	-	5.00%

E. Employees who have completed 10 years of service will receive a longevity payment of \$250.00 per year. This payment shall increase to \$400.00 per year for employees who have completed 15 years of service. This payment shall be increased to \$500.00 for employees who have completed 20 years of service. These payments are non-accumulative and employees have the option of taking the payment in one lump sum or having it divided evenly among all paychecks in a year. When an employee reaches a given number of years of service during a school year, longevity payments shall be prorated for that year.

F. Starting salaries for new aides are as follows:

	2002-2003	2003-2004	2004-2005
Supervisory Aide	\$6.57	\$6.83	\$6.97
Instructional Aide	\$7.39	\$7.69	\$7.84
Health Aide	\$9.35	\$9.72	\$9.91
ISS Aide	\$9.35	\$9.72	\$9.91

XXIV. WORK YEAR AND WORKDAY

The aide's work year will consist of a minimum of 187.5 days between September 1st and June 30th.

The aides, except for supervisory aides, workday will consist of a minimum of six (6) hours a day, not including the 30 minute duty free, unpaid lunch period in Article XXIII A. The supervisory aide's workday may consist of anywhere from 2 to 4 hours a day.

XXV. 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.

XXVI. HEALTH AND SAFETY COMMITTEE

A unit member building representative who has a health or safety concern shall first notify the principal of his/her concern.

XXVII. 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.

XXVIII. MISCELLANEOUS

A. The District will review the structure and composition of aide positions to determine necessary improvements. The Association will communicate to building principals their concerns and suggestions.

B. 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.

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XXIX. DURATION

This contract is made and entered into this 22nd day of January 2003, by and between the Superintendent of Schools and the aide staff and is effective during the time period of July 1, 2002 to June 30, 2005. 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.

Person Mella
Signature

1/22/03
Date

Maureen H. Christian
Signature

01/22/03
Date

APC