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AGREEMENT

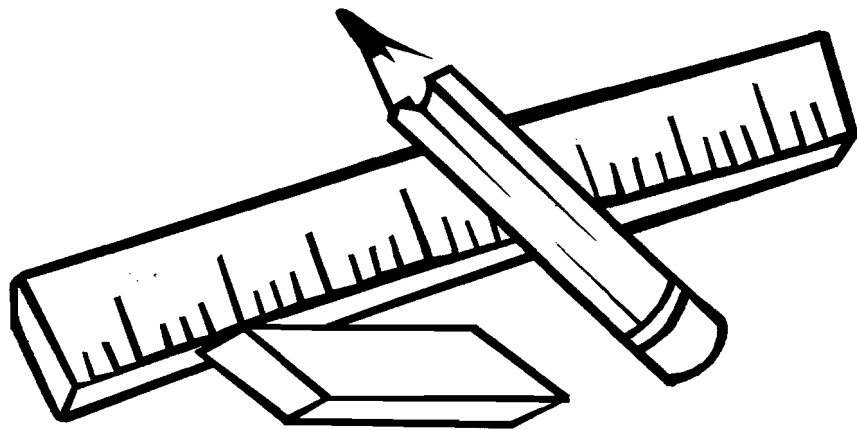
Between

BOARD OF EDUCATION  
OF THE ELDRED CENTRAL SCHOOL DISTRICT

And

SCHOOL AIDES ASSOCIATION  
OF THE ELDRED CENTRAL SCHOOL DISTRICT

July 1, 2005 – June 30, 2009



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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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## **AGREEMENT**

This agreement is made by and between the Board of Education of the Eldred Central School District, herein referred to as the Board or Employer, and the School Aides Association of the Eldred Central School District, herein referred to as the "Association" or "Employees".

### **ARTICLE I**

#### **APPLICABLE LAW**

This agreement shall be construed in accordance with the provisions of the Public Employees Fair Employment Act, the provisions of the Civil Service Law, the provisions of the New York State Education Law, the Rules and Regulations of the Commissioner of Education and generally in accordance with the Laws of the State of New York.

### **ARTICLE II**

#### **RECOGNITION**

**Section 1.** The Board recognizes the Association as the sole and exclusive negotiating agent and representative for all employees in the bargaining unit, that is, for school aides (who are full-time, 10 month employees and who are not covered by any other contract within the District) in the employ of the Board.

**Section 2.** The Board agrees that the Association shall be the sole and exclusive negotiating agent and representative for the bargaining unit described in Article II, Section I, for the purposes of collective bargaining and the settlement of grievances.

### **ARTICLE III**

#### **MANAGEMENT RIGHTS**

**Section 1.** The Association recognizes and acknowledges that the Board has exclusive rights with regard to the appointment, assignment, duties, transfer and termination of employee services. Ultimate authority over appointment and the assignment shall rest with the Chief School Administrator and his/her decision shall not be grievable.

**Section 2.** An evaluation system will be utilized in order to determine the quality of work being performed. Although these evaluations will not be a final deciding factor in regard to employment, they will carry weight in regard to this decision. There will be one (1) administrative evaluation each school year, which may include input from teachers and other staff members who work with the aide.

**Section 3.** New positions will be posted on appropriate notification boards and a representative of the Association will also be notified.

**Section 4.** It is recognized that notice of dismissal/elimination of a position, etc. should have at least two weeks notification. The Superintendent will try to foresee such circumstances. When, and if possible, a two-week notice shall be given. For those situations which are covered by law, that immediate dismissal is required, the two-week notice will be waived.

## ARTICLE IV

### COMPENSATION

**Section 1.** The starting salary for aides will be \$8.00/hr.

**Section 2.** See Appendix A for 2005-2009 salary schedules. The annualized wages set forth in Appendix A are based upon a 1302 hour work year for the year ending June 30, 2006, 1309 hour work year for the year ending June 30, 2007, and a 1316 hour work year for the years ending June 30, 2008 and June 30, 2009. Any employee, who works greater than or less than the above enumerated hours, shall have his/her salary adjusted accordingly. The employee's hourly rate which is also set forth in Appendix A shall be used to make all salary adjustments.

**Section 3.** Call in time will be a minimum of three hours.

**Section 4.** If an individual works as a substitute aide in the same position for more than 20 days, they would be entitled to the same benefits as a regular employee under this contract. Benefits would, however, be prorated according to time worked.

**Section 5.** In each year of the Agreement, aides will receive the following upon completion of the school year:

No Sick Leave Used	\$100.00
One (1) Sick Leave Day Used	\$ 50.00
Two (2) Sick Leave Days Used	\$ 25.00

**Section 6.** Annualized compensation shall result in equal bi-weekly paychecks throughout the school year with the exception of the first and last paychecks being based on the actual days worked.

**Section 7.** Retroactive pay will be paid at the discretion of the Superintendent of Schools.

## ARTICLE V

### FRINGE BENEFITS

**Section 1.** Personal leave for full time aides may be approved by the Superintendent up to a maximum of five (5) personal days per school year. When requesting personal days during the school year, one of the days' requests must be specific as to why the request is being made. Only one personal day may be taken at a time. In extenuating circumstances, and with approval of the Superintendent, consecutive days may be allowed.

It is understood that personal days are to be used to conduct business that is of such a nature that it cannot be done at any other time outside of school days.

**Section 2.** Effective July 1, 2005, full-time school aides shall be granted eleven (11) sick days per school year.

After a full-time school aide has taken two consecutive sick days, a doctor's certificate may be required by the Principal or Chief School Administrator. It is understood that sick days may be used for family illness.

Unused personal days shall be converted to sick days at the end of each year of the contract. Unused sick days may be accumulated to a maximum of 75 days. Individuals will be reimbursed \$25 for each day over 75. Upon retirement, individuals with 25 or more days accumulated will be reimbursed at half their daily rate.

**Section 3.** BEREAVEMENT: Up to a maximum of five (5) bereavement leave days may be approved by the Superintendent for a death in the immediate family. Bereavement leave is non-cumulative. Immediate family shall be defined as spouse, children, parents and grandparents. Consideration shall be given to an employee in special cases which do not involve the persons named in this section. Upon occasion of multiple events in a single year, the Superintendent may grant additional bereavement days.

**Section 4.** All benefits referred to in Section 1 – 3 shall be prorated.

**Section 5.** Hospitalization – Buy-in to the District program by individuals in this unit will be allowed at no cost to the District. Employees who opt for such coverage shall make payment to the District by the 15<sup>th</sup> day of the month preceding the month of coverage. This buy-in will remain in effect unless a) the employee is no longer employed or b) the employee elects to discontinue this coverage. A month's notice is required; otherwise the employee will pay the extra month.

**Section 6.** Jury Duty: All full-time school aides covered under this contract shall be paid their regular salary if they serve jury duty during a regularly scheduled school day or days. Any monies received by the aides for jury duty service, either county or federal, shall be turned over to the district in order to be compensated.

**Section 7.** Reimbursement for Approved Educational Courses: All full-time school aides will be reimbursed for approved educational courses that are related to their position. Reimbursement requires prior approval by the Superintendent without exception. **Aides taking such courses shall be paid at their hourly rate for classes pending prior approval by the Superintendent of Schools.**

## ARTICLE VI

### **WORK DAY/WORK HOURS**

**Section 1.** The work year for each aide covered by this unit shall be 180 days at 7 hours per day. Each aide covered by this contract will receive a half-hour of paid lunch period. Therefore, the yearly hours will be 186 days x 7 hours per day for a total of 1302 hours for the year ended June 30, 2006, 187 days x 7 hours for a total 1309 hours for the year ended June 30, 2007, and 188 days x 7 hours per day for a total of 1316 hours for the year ended June 30, 2008.

**Section 2.** CONFERENCE DAYS/SNOW DAYS/EMERGENCY DAYS

**Conference Days:** When conference days are covered under the 180 days, it is understood that all employees under this contract will be required to perform those duties requested by Administration.

**Emergency Closing Days:** Employees shall be compensated for the time lost as a result of either delayed opening or early dismissals (which are approved by the Superintendent). However, such time shall not count as time worked for the purpose of computing overtime.

**Section 3.** Overtime: All overtime must receive prior approval from the Superintendent or his/her designee.

**Section 4.** The following holidays shall be granted to employees in this unit with pay:

**For 2005-06 School Year:**

**Thanksgiving, Christmas Day, New Year's Day, President's Day, Good Friday & Columbus Day**

**For 2006-07 School Year:**

**Thanksgiving, Christmas Day, New Year's Day, President's Day, Good Friday, Columbus Day & Veterans Day**

**For 2007-08 School Year:**

**Thanksgiving, Christmas Day, New Year's Day, President's Day, Good Friday, Columbus Day, Veterans Day & Memorial Day**

**ARTICLE VII**

**GRIEVANCES**

**Section 1.** Any grievance arising as to the manner of interpretation or application of any of the provisions of this agreement, or rights claimed to exist thereunder, shall be processed as follows:

a) The facts concerning the grievance shall be reduced to writing by the employee or person urging same and submitted to the representative of the E.C.S.D. School Aides Association within ten (10) days of the alleged event.

b) The representative of the Association will, within 24 hours thereafter, present the facts concerning the grievance, in writing to the Chief School Administrator.

c) In the event the grievance is not resolved within ten (10) days of submission of same to the Chief School Administrator, the representative may submit it to the Board.

**Section 2.** The Board of Education shall resolve the grievance considering the best interests of the district and the employee; however, such settlement shall not cause any terms to be added to or subtracted from this agreement nor any provisions thereof amended, modified or changed.



**ARTICLE VIII**

**NON-ABROGATION OF RIGHTS**

Nothing in this agreement shall be construed that the Board has abrogated its rights, duties or obligations under the New York State Education Law or the Rules and Regulations of the Commissioner of Education of the State of New York.

**ARTICLE IX**

**SEPARABILITY AND COMPLETE AGREEMENT**

**Section 1.** If any part of this agreement is declared invalid by a court of competent jurisdiction or any decision of any authorized government agency, such invalidation shall not invalidate the remaining portions of this agreement.

**Section 2.** This agreement constitutes the complete understanding of the parties and it may not be amended or modified prior to its termination except by written agreement of the parties concerned hereto.

**ARTICLE X**

**AMENDMENT TO THE TAYLOR LAW**

In accordance with Section 204-a of the Taylor Law, 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 finds therefore, shall not become effective until the appropriate legislative body has given approval.

**ARTICLE XI**

**TERM OF AGREEMENT**

This agreement shall become effective as of July 1, 2005 and shall remain in full force and effect until June 30, 2009.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized agents this 20<sup>th</sup> day of December, 2005.

ELDRED CENTRAL SCHOOL DISTRICT  
SCHOOL AIDES ASSOCIATION

ELDRED CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION

  
President, Theresa Burckard

  
President, Vin Zike

## APPENDIX A

### HOURLY RATES

		2005 2006	2006 2007	2007 2008	2008 2009
Arnott	Dolores	15.03	15.63	16.26	16.91
Bosch	Sandra	8.65	9.00	9.36	9.73
Brown	Susan	9.17	9.54	9.92	10.32
Burckard	Theresa	15.06	15.66	16.29	16.94
Haas	Berniece	10.57	10.99	11.43	11.89
Jerome	Patricia	8.65	9.00	9.36	9.73
Lee	Linda	8.99	9.35	9.72	10.11
Lepes	Diana	8.32	8.65	9.00	9.36
Novoa	Debra	8.49	8.83	9.18	9.55
Pflanz	Shelia	9.39	9.77	10.16	10.57
Prunka	Darnell	8.99	9.35	9.72	10.11
Pugni	Gail	8.65	9.00	9.36	9.73
Wyss	Annette	8.32	8.65	9.00	9.36
Russell	Jeannie	8.00	8.32	8.65	9.00

### ANNUALIZED COMPENSATION

		2005 2006	2006 2007	2007 2008	2008 2009
Arnott	Dolores	19,569.00	20,460.00	21,398.00	22,254.00
Bosch	Sandra	11,262.00	11,781.00	12,318.00	12,805.00
Brown	Susan	11,939.00	12,488.00	13,055.00	13,581.00
Burckard	Theresa	19,608.00	20,499.00	21,438.00	22,293.00
Haas	Berniece	13,762.00	14,386.00	15,042.00	15,647.00
Jerome	Patricia	11,262.00	11,781.00	12,318.00	12,805.00
Lee	Linda	11,705.00	12,239.00	12,792.00	13,305.00
Lepes	Diana	10,833.00	11,323.00	11,844.00	12,318.00
Novoa	Debra	11,054.00	11,558.00	12,081.00	12,568.00
Pflanz	Shelia	12,226.00	12,789.00	13,371.00	13,910.00
Prunka	Darnell	11,705.00	12,239.00	12,792.00	13,305.00
Pugni	Gail	11,262.00	11,781.00	12,318.00	12,805.00
Wyss	Annette	10,833.00	11,323.00	11,844.00	12,318.00
Russell	Jeannie	10,416.00	10,891.00	11,383.00	11,844.00
		<u>177,436.00</u>	<u>185,538.00</u>	<u>193,994.00</u>	<u>201,758.00</u>

