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# *Agreement*

between the

AUBURN ENLARGED CITY SCHOOL DISTRICT

and the

AUBURN EDUCATIONAL SECRETARIES AND PARAPROFESSIONALS  
ASSOCIATION



2005 - 2009

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Appendix I - Clerical Employees' Salary Schedule

ARTICLE I  
Recognition

- Section 1. In accordance with the certification dated March 5, 1973, pertaining to non-instructional employees, the Public Employment Relations Board certified the Auburn Educational Secretaries and Aides Association, hereinafter referred to as the "Association," as the bargaining agent.
- Section 2. In accordance with the Public Employee's Fair Employment Law, Taylor Law, Article XIV of the Civil Service Law, certification is for the purpose of collective bargaining with respect to negotiating and determining the wages, terms, hours, and conditions of employment and the administration of grievances arising thereunder.
- Section 3. The period of unchallenged representation status of the Association shall run until seven (7) months prior to the expiration date of this written agreement.
- Section 4. EXCLUSIONS: The personal secretaries to the Superintendent, the Deputy Superintendent or successor position, Assistant Personnel Administrator, are excluded from the agreement. (Section 214, Civil Service Law).

ARTICLE II  
No Strike Pledge

- Section 1 Pursuant to Section 210 of the Public Employees Fair Employment Law, the Association hereby affirms that it does not assert the right to strike against the Auburn Enlarged City School District, to cause, instigate, encourage or condone any strike, or to impose an obligation upon its membership to do the same.

ARTICLE III  
Seniority, Bidding, Layoff, and Probationary Period

- Section 1. The provisions of this article shall be applicable only to noncompetitive and labor class civil service employees. Competitive civil service employees shall be covered by the applicable provisions of the New York State Civil Service Law and the Rules or Regulations of the Auburn Municipal Civil Service Commission. Further, disputes with respect to the application of the Civil Service Law or Rules or Regulations of the Auburn Civil Service Commission to employees classified as competitive shall not be subject to the grievance procedure.

Section 2. Seniority

- 2.1 Seniority is that length of uninterrupted continuous half time service or more in a job title in the bargaining unit, which will be considered in the case of promotion, transfer, reduction in force, layoff and recall.
- 2.2 The District shall define full time service for each job title.
- 2.3 The District will provide a job title seniority list to the Unit president each year.

Section 3. Bidding Procedures

- 3.1 Where openings occur in jobs filled by employees in the bargaining unit, the openings shall be posted showing the job title and description, the location of the work and the starting wage rate. Notices will remain posted for five (5) working days before permanently filling the vacancy.
- 3.2 All applications for such positions shall be in writing and submitted to the Superintendent or his designee.
- 3.3 Any qualified bargaining unit member, as determined by the job description and application, who applies for a vacancy in the District shall be afforded an interview for such position.

Section 4. Where job vacancies are filled because of promotion, transfer, reduction in force, layoff or recall, the following factors shall govern:

- 4.1 Seniority and qualifications must be the prime considerations in the reassignment and dismissal of permanent employees. In the event of a layoff, affected employees shall have the option by order of job title seniority to either bump those with less job title seniority or accept the layoff.
- 4.2 Ability to perform the work required on the job involved.
- 4.3 The worker has the capacity to meet the physical requirements of the job.

Section 5. Recall Rights

- 5.1 Employees who have been laid off shall be placed on an Eligibility List for a period of three (3) years.
- 5.2 Employees on such list shall be recalled in order of seniority.
- 5.3 Employees on such list shall be recalled to any vacancy for which one can qualify.
- 5.4 Employees recalled or reassigned to a position which is considered a full time position, but is less than a full day assignment, shall have the option

of remaining in their assignment or may take an assignment in the next vacancy in the job title which is for a full day assignment.

Section 6. Any employee within the bargaining unit who is promoted shall be given a six (6) month qualifying period for the purpose of acquainting oneself with and training oneself in the job and to establish his/her ability to meet the job requirement. If at the end of such six (6) month period, the Superintendent or designee decides that such employee is not competent to meet the job requirements, then the employee shall be transferred back to his/her former job classification.

Section 7. Probationary Period

All employees covered by this agreement shall be placed on probation consistent with Civil Service Law.

Section 8. In the event an employee voluntarily leaves the employ of the Auburn Enlarged City School District and later returns to a similar position, the District will, after the employee has had two (2) years of continuous service, count all years of prior service accrued and unused benefits in the bargaining unit toward sick leave and longevity benefits.

This section shall not apply in the event that the employee has resigned in lieu of disciplinary action or disciplinary charges being initiated.

Section 9. Personnel Files

Upon making an advance appointment, a unit member may review his/her personnel file. The District may have a representative present when the employee reviews his/her file. The employee may have a representative present to review his/her personnel file.

Confidential materials are not subject to employee review. Confidential materials would include such items as pre-employment references.

Other non-confidential materials may be copied by requesting copies from the District.

Should a unit employee disagree with any material contained in the personnel file, she/he may attach a signed and dated written response.

## ARTICLE IV Grievance Procedure

Section 1. Definitions

1.1 A grievance is an alleged violation of this agreement or any dispute with respect to its meaning or application.

1.2 An employee is any individual within the collective bargaining unit covered by this agreement.

- 1.3 An aggrieved party or grievant is an employee or a group of employees.
- 1.4 Immediate Supervisor shall be:  
  
The appropriate supervisor for all members of the bargaining unit.
- 1.5 The grievance form shall contain the following:
  - A. Identify the grievant.
  - B. The provision of this agreement involved in the grievance.
  - C. Time and place.
  - D. A detailed statement of the nature of the grievance.
  - E. If known - identity of person responsible for causing such events or conditions.
  - F. Redress sought by the aggrieved.
  - G. Space for reply by supervisor.

Section 2. Submission of Grievances

- 2.1 A grievance shall not be initiated later than fifteen (15) working days after the occurrence of the event constituting the alleged grievance.

- 2.2 STEP 1

The aggrieved employee must first attempt to resolve the grievance informally with the immediate supervisor. Thereafter, if the grievance is not settled within ten (10) working days --

STEP 2

The aggrieved employee shall present the grievance in writing on the form furnished by the District to the immediate supervisor within five (5) working days. The grievance will not be processed unless all terms and conditions of the grievance form are complied with.

Election of an alternative course of action or remedy prior to the submission of a grievance at this stage shall be considered to be a waiver of the right of an employee to thereafter seek recourse by means of the grievance procedure.

STEP 3

The Superintendent or designee, the Unit President and the aggrieved employee shall meet within ten (10) working days to try to resolve the grievance. The Superintendent or designee shall provide a written answer within ten (10) working days after the meeting.

STEP 4

If the grievance is not resolved by Steps 1, 2, or 3, the Association on behalf of the grievant may appeal to arbitration. After written notice of submission to arbitration has been made to the District, within ten (10) working days of the decision at Step 3 a request for a list of arbitrators will be made to the Public Employment Relations Board (PERB) by either party. The parties will then be bound by the rules and procedures of the Public Employment Relations Board (PERB) in the selection of the arbitrator.

An employee or group of employees may submit a grievance which affects each individually or wholly in accordance with this procedure.

### 2.3 Arbitration

- A. The arbitrator's award shall also set forth findings of fact, reasons and conclusions of law on only that issue submitted for determination.
- B. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement.
- C. The arbitrator shall not usurp the function of the Board of Education or the proper exercise of its judgment and discretion under the law and this agreement.
- D. The selected arbitrator will hear the matter promptly and will issue the decision not later than thirty (30) calendar days from the date of the close of the proceeding. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issue(s).
- E. The arbitrator's award shall not be contrary to or extend any provision of law, or any other rule or regulation having the force and effect of law.
- F. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Auburn Educational Secretaries and Paraprofessionals Association and the Auburn Enlarged City School District.
- G. The arbitrator's award, if within the scope of his/her authority as set forth above, shall be final and binding.



## GRIEVANCE FORM

Name of Complainant \_\_\_\_\_

Location Where Grievance Occurred \_\_\_\_\_

Date Grievance Occurred \_\_\_\_\_

Time of Grievance \_\_\_\_\_

Person alleged to have caused grievance \_\_\_\_\_

Describe the grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Describe the redress sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please state the article, section and/or paragraph of the Agreement which is being grieved:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee's Signature \_\_\_\_\_

Date of Filing \_\_\_\_\_

Reply by Supervisor \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

ARTICLE V  
Leaves

Section 1. Pro Rata Personal Leave

- 1.1 Each employee shall be entitled to two (2) personal leave days, non-cumulative, each year which shall not be deducted from sick leave accumulation. Any additional personal leave days that are negotiated with other negotiating units in the school district during the term of this agreement shall be applicable to the members of this negotiating unit.
- 1.2 Personal business leave is to be used for matters which cannot be scheduled outside of school hours.
- 1.3 Requests for personal business leave shall be made on forms provided for the purpose and which shall be available in each school office. Except in an emergency situation, requests for personal business leave shall be made at least forty-eight (48) hours in advance of the leave.
- 1.4 Personal business leave is leave which shall be available to staff for the conduct of personal business which cannot be conducted outside of normal school hours. Such leave shall not be used for social or recreational purposes, or to extend a vacation or holiday period, or for litigation against the school district, its employees or the board of education, or for conducting activities on behalf of the association, its affiliates or any other similar organization. In consideration of the above stipulations no specific reasons need be given for the personal business leave days when requesting personal business leave. However, an employee must have a reason which conforms to the above provisions.

Section 2. Pro Rata Sick Leave

Each employee shall be entitled to one (1) sick leave day with full pay (for personal illness) each working month with provision for 185 days of sick leave accumulation.

Section 3. Funeral Leave

Absence occasioned by attendance at a funeral in the immediate family shall not be construed as sick leave. Absences for funerals in the immediate family shall be allowed at full pay. Three (3) days shall be allowed if the funeral leave is for a member of the immediate family. Immediate family includes: spouse, children, parents, brothers, sisters, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, or any other dependent living in the household of the employee. In extenuating circumstances funeral leave may be extended to five (5) days at the discretion of the Superintendent or his designee. In the case of death of a close friend or other relative not included above, the Superintendent may at his/her discretion grant a one (1) day leave of absence with pay.

Section 4. Emergency Illness

Absence occasioned by an emergency illness in the employee's immediate family shall be allowed. This will not be deducted from sick leave and is limited to five (5) days per year. Immediate family is designated in funeral leave above. Reasonable notice shall be given to the Superintendent or his designee.

Section 5. Jury Duty and Court Appearance Leave

Jury Duty – Non-instructional employees who are not able to obtain a deferment or will not be released from jury duty shall notify the Superintendent or his designee as soon as notice is received. Such employees shall receive the difference between their regular daily salary and pay received for jury duty. A written signed explanation statement shall be submitted to the Superintendent or his designee.

Court Appearance – Any bargaining unit member shall receive paid time off upon receipt of a subpoena or court order requiring the employee to be a witness in a civil or criminal proceeding.

The employee will receive a total of two (2) paid days for custody or child support hearings or appearances after having exhausted personal leave.

Upon request, the District shall be provided with proof that the presence of the employee was required (copy of subpoena, order or summons).

The employee may not receive paid time off for civil or criminal proceedings if the employee is a party to the proceedings.

This leave shall not be used for litigation against the district (inclusive of unemployment or worker's compensation hearings).

Section 6. Military Service Leave

Military service leave shall be in accordance with Section 242-243 of the Military Law.

Section 7. Maternity Leave (without pay)

Any employee who is pregnant must, as soon as possible, present a doctor's certificate stating the probable date of delivery. No employee shall be compelled to take a leave until either she or her doctor states she can no longer work; provided, however, that the employee may request a leave at any time after pregnancy has been confirmed. The employee may be obligated, upon the Board's direction, to obtain verification of her ability to work from the Board's physician. In cases where opinions differ, a third medical opinion paid for by the Board, shall be sought and shall have precedence.

Leave may then continue for two (2) months after delivery. Leave may be extended, upon the advice of the attending physician, or, by application to the Superintendent, for a total of one (1) year from the time pre-delivery leave was taken.

The approval of applications for extension of unpaid leave shall be at the discretion of the Superintendent of Schools.

Section 8. In the event a school day is terminated early because of an emergency, employees covered by this agreement shall receive a full day's pay if they have reported for work. Subject to the completion of necessary duties the administration will permit employees to leave prior to the end of their work day if other school employees are permitted to leave.

Section 9. Sick Leave Bank

1. Employees in the Association who wish to belong to the sick leave bank shall contribute one (1) sick leave day upon joining the bank and a minimum of one (1) day as needed as explained in paragraph 7 below. Employees must have completed their probationary period in order to belong to the sick leave bank. Upon completion of the probationary period, bargaining members will be given the opportunity to join the sick leave bank. Bargaining unit members who do not contribute to the sick leave bank cannot use the sick leave bank. Donated days will not be returned to the donor if there are unused sick leave bank days at the end of the school year. Such days will remain in the sick leave bank.
2. Sick leave bank days shall be donated and taken out in whole day units, based on the employee's typical number of hours worked.
3. Sick leave bank days may only be used for serious illnesses and serious injuries, and shall not be used for voluntary disabilities (for example, but not limited to, cosmetic surgery).
4. A unit member may use sick leave bank days only after he/she has exhausted all of his/her accrued paid leave time (i.e., sick, vacation and personal).
5. The first fifteen (15) days of illness or disability will not be covered by the bank and must be covered by that person's own accumulated sick leave or absence without pay. For purposes of meeting the fifteen (15) day threshold, such days are not cumulative and must have been exhausted for the illness or disability for which sick leave bank days are sought.
6. The maximum number of sick leave bank days that an individual unit member may use in the school year is twenty (20) days. The maximum number of sick leave bank days that an individual unit member may use in a lifetime is one hundred twenty (120) days.

7. The maximum number of sick leave bank days allowed in the bank in any school year shall be one hundred (100) [750 hours]. This maximum may only be exceeded in the event that donated days by all members of the bank raise the total number of days in the bank above one hundred (100) [750 hours]. Unused days at the end of the school year shall be carried forward into the next school year. If the sick leave bank becomes depleted, or falls below twenty (20) days [150 hours], additional donations can be made to the bank, subject to the rules set forth herein.
8. A request to use the sick leave bank must be made in writing. The decision to grant a request to use sick leave bank days shall be made jointly by the Association President and Superintendent. The Association President and/or Superintendent may request information, including medical documentation, from the applicant to make a decision. In the event there is a disagreement between the Association President and Superintendent regarding the granting of a sick leave bank request, the decision will be subject to the grievance procedure only if the Superintendent is the one who has decided against the request.

## ARTICLE VI Pension and Insurance

### Section 1. Pensions

All non-instructional employees of the Auburn Enlarged City School System, who are full-time employees, may be members of the New York State Employees Retirement System, and the provisions of Plan 75I (1/50th noncontributory plan) shall apply.

### Section 2. Health Insurance

- 2.1 The Board of Education shall provide coverage for members of the unit under a health insurance plan which the Board shall select.

Until June 30, 1998 the premiums for such policy or plan will be paid for in full by the Board for each eligible member of the negotiating unit and his or her dependents. Eligible members of the negotiating unit will be defined as those full-time employees working at least twenty (20) hours a week.

Effective January 1, 2007, eligible bargaining unit members will be required to pay 7.5% of the cost of either the individual or the dependent health insurance premium.

Effective July 1, 2007, eligible bargaining unit members will be required to pay 9.0% of the cost of either the individual or the dependent health insurance premium.

Effective July 1, 2008, eligible bargaining unit members will be required

to pay 10.0% of the cost of either the individual or the dependent health insurance premium.

Eligible members of the negotiating unit who select individual coverage will pay an annual deductible of \$150.00 and eligible members of the negotiating unit who select dependent coverage will pay an annual deductible of \$300.00 for expenses incurred and covered under the "basic" portion of the health care plan. The parties further understand and agree that the \$150/\$300 basic deductible is in addition to any other deductibles which may be or are required under the major medical portion of the District's health care plan. Receipts for qualifying medical expenses for the deductible must be submitted to the designated plan administrator for verification and approval prior to an employee being eligible for benefits provided by the health insurance policy or plan.

The annual basic deductible shall become effective on July 1, 1984.

- 2.2 Effective July 1, 1986, the District agrees to provide a maximum benefit for major medical and a major medical limitation not to exceed \$1,000,000.
- 2.3 The District agrees that the administration of claims under any program of self funding shall be substantially equivalent to the administration of claims under the existing health insurance program.
- 2.4 The District agrees to provide a right of conversion to an equivalent insurance plan for employees who cease employment with the school district for reasons other than retirement or discharge prior to the age of 65. Such conversion rights shall be available only in the event the employee is not eligible for group health insurance benefits provided by another employer.
- 2.5 If an individual is unable to convert, then the individual shall, at his or her written request shall be continued under the self funded program for a period not to exceed one (1) year from the date his or her employment with the school district ceases.
- 2.6 If an individual in the negotiating unit is laid off that individual will be eligible to continue coverage for a period of two (2) years from the effective date of the layoff providing that the individual pays the full cost of the premium and further providing that the member of the negotiating unit is unemployed and not eligible for coverage under another employer's group health care plan.
- 2.7 The full cost of the premium under either conversion or continuation shall be assumed by the employee.
- 2.8 If the District establishes a committee to study insurance carriers or self funding, the Association may select a representative as an ex officio member of the committee.

- 2.9 The District agrees to give serious consideration to the size of the group for self insurance in order to insure financial security of any self insurance plan. The Association will be fully informed of the actual basis upon which the decision is made.
- 2.10 The District agrees to reimburse members of the negotiating unit up to \$50.00 for the costs of his or her triennial physical examination that is not otherwise covered by the health care plan. The employee must submit receipts for the claimed expenses with his or her application.
- 2.11 Effective July 1, 1994 any newly hired unit employee who works 20 hours or more per week on a regular basis, but who is part time and less than full time shall receive health insurance premium contributions on a pro rata basis. This provision shall not apply to any full time employee, currently eligible for health insurance who is reduced to part time.

Section 3. Dental Insurance

- 3.1 The District agrees to pay up to \$175 for each individual in the negotiating unit who elects to be covered by the schedule of benefits for the 2006-07, 2007-08 and 2008-2009 school years. The District agrees to provide a schedule of benefits equivalent to the Blue Cross/Blue Shield High Option Basic Dental Program. The District will also make available the benefits of Supplemental Basic Schedule A, or its equivalent.

While two (2) plans are available to choose from, the unit members must decide on which one (1) will be utilized by the unit for the following year. The Unit President will notify the Superintendent of its choice for the following year by June 1st.

If no written notice is received by June 1st, the current plan will continue.

- 3.2 Effective July 1, 1994, the District would agree to the establishment of a committee to review the existing dental insurance schedule of benefits and to have this committee make recommendations concerning the particular program that should be made available. Specific dates for meetings and recommendations are to be worked out between the parties.
- 3.3. Effective July 1, 2000, the District and the Association agree to participate in a District wide committee to discuss alternative dental insurance plans.

Section 4. Flexible Spending Plan

The District agrees to provide bargaining unit members with a flexible spending plan, the implementation of which is to be agreed upon by the parties.

Section 5. Health Insurance In Retirement

Effective July 1, 2005, bargaining unit members who are eligible for health insurance coverage as active members and who have been employed with the

District for at least ten (10) years shall continue with the same benefit in retirement as they had as an active employee, for the lifetime of the retired employee. For example, if an employee retires June 30, 2007, he/she will pay 7.5% of the health insurance premium in retirement. An employee retiring prior to January 1, 2007, will continue to pay the dollar amount towards the premium in effect at the time of retirement.

**ARTICLE VII**  
**Secretarial Salaries & Benefits**

**Section 1. Salary Increases**

Upon legislative approval of a successor collective bargaining agreement, returning bargaining unit members shall have their annual base salary or hourly rate increased as follows:

2005-06	3.50%
2006-07	3.75%
2007-08	4.00%
2008-09	4.00%

The salary schedule for clerical employees is attached to this agreement as Appendix 1.

**Section 2. Step Placement**

Any new employee hired on or before December 31 shall receive an annual increase specified in his wage classification as of July 1, the commencement of the next fiscal year. An employee hired after December 31 shall not receive an annual increase until the commencement of the fiscal year following the completion of one (1) full year of employment. For persons employed as of July 1, 1986 salary and step placement shall be as specified in sections 1, 2 and 3 of Article VII.

**Section 3. Longevity - Secretarial Employees**

After an employee has completed five (5) years service in the District he/she shall receive a total of \$600 in addition to his/her salary, as specified on the salary schedule.

After an employee has completed ten (10) years service in the District, he/she shall receive a total of \$725 in addition to his/her salary, as specified on the salary schedule.

After an employee has completed fifteen (15) years service in the District, he/she shall receive a total of \$850 in addition to his/her salary, as specified on the salary schedule.



After an employee has completed twenty (20) years service in the District, he/she shall receive a total of \$1,000 in addition to his/her salary, as specified on the salary schedule.

Section 4. Workday, Workweek, and Overtime - Secretarial Employees

- 4.1 Office Staff - High School 37.5 hours
- Office Staff - Elem. School 37.5 hours
- Office Staff - Administrative 37.5 hours

4.2 Overtime

- \*37.5 hours to 40 hours -- regular time
- \* Over 40 hours -- time and one half (1.5 X)

The lunch period may be shifted for all personnel to provide for school or office supervision during the noon hours.

Section 5. Holidays - Secretarial Employees

Thirteen and one-half (13 1/2) holidays will be granted to the secretarial employees during the school years as specified in the District calendar.

- |                                  |                        |
|----------------------------------|------------------------|
| July 4                           | Christmas Day          |
| Labor Day                        | New Year's Eve         |
| Columbus Day                     | New Year's Day         |
| Veteran's Day                    | Martin Luther King Day |
| One half day before Thanksgiving | Good Friday            |
| Thanksgiving Day                 | Memorial Day           |
| Day after Thanksgiving           |                        |
| Christmas Eve                    |                        |

Section 6. Vacations - Secretarial Employees

- 6.1 For those employees who begin employment subsequent to the beginning of the fiscal year the following provision shall apply. During the first year of employment, and prior to the beginning of the next fiscal year, vacation days will be earned at the rate of one (1) day for each two (2) months of full-time employment. Employees may begin to take their earned vacations after the beginning of the fiscal year immediately subsequent to the date of employment.
- 6.2 A. This provision applies to secretarial employees who are in twelve (12) months employment. After one (1) full fiscal year of employment, these employees shall have earned twenty-one (21) working days of paid vacation, which may be taken beginning with

the fiscal year subsequent to the completion of the employee's first fiscal year of employment.

- B. For each full fiscal year of employment completed thereafter, a twelve month employee shall earn twenty-one (21) working days of paid vacation. This vacation may be taken beginning with the fiscal year after it was earned.
- C. A twelve month employee who has completed a full fiscal year of employment and who terminates his/her services shall be entitled to payment for those unused vacation days that were earned during the preceding fiscal year.
- D. A twelve month employee shall also be entitled to receive payment for those vacation days earned during the fiscal year in which the employee terminates his/her services with the District.
- E. Payment for unused earned vacation time shall be based upon the salary or wage rate of the employee in effect at the time the vacation time was earned.
- F. Vacation time shall be considered to be earned at the pro rata equivalent of full time employment. That is, a twelve month employee shall earn vacation time at the rate of one and three quarters days (1.75) for each month of employment completed subsequent to the beginning of the fiscal year he/she was employed.

- 6.3
- A. Elementary typists are eleven month positions. After one (1) full fiscal year of employment, these employees shall have earned two (2) weeks of paid vacation, which may be taken beginning with the fiscal year subsequent to the completion of the employee's first full fiscal year of employment.
  - B. An eleven month employee who has completed a full fiscal year of employment and who terminates his/her services shall be entitled to payment for those unused vacation days that were earned during the preceding fiscal year.
  - C. An eleven month employee shall also be entitled to receive payment for those vacation days earned during the fiscal year in which the employee terminates his/her services with the District.
  - D. Payment for unused earned vacation time shall be based upon the salary or wage rate of the employee in effect at the time the vacation time was earned.
  - E. Vacation time shall be considered to be earned at the pro rata equivalent of full time employment. That is, an eleven month employee shall earn vacation time at the rate of nine-tenths (0.9) of

one (1) day for each month of employment completed subsequent to the beginning of the fiscal year he/she was employed.

F. The work year for all eleven month elementary typists shall include a total of 211 working days.

6.4 For 12 month secretarial employees hired after July 1, 1994: Each such employee with one (1) full fiscal year of service shall be entitled to two (2) weeks of vacation with pay. This vacation may be taken beginning with the fiscal year after it was earned.

Each such employee with five (5) fiscal years of service shall be entitled to three (3) weeks of vacation with pay. This vacation may be taken beginning with the fiscal year after it was earned.

Each such employee with ten (10) fiscal years of service shall be entitled to four (4) weeks and one (1) day vacation with pay. This vacation may be taken beginning with the fiscal year after it was earned.

6.5 All vacation time earned must be taken during the fiscal year following the year in which it was earned. Exceptions to this will be permitted only if there is prior written approval of the Superintendent or his designee.

6.6 Vacation shall be taken at a time which is agreeable to the administration so that normal operations will not suffer.

6.7 Hourly employees are not entitled to any paid vacation time.

6.8 Teacher Aides are not entitled to any paid vacation time.

Section 7. Starting Salaries/Rates

Keyboard Specialist	\$28,109.00
School Secretary	\$31,109.00

## ARTICLE VIII

### Para-Professional Employees Salaries & Benefits

Section 1. Compensation

Upon legislative approval of a successor collective bargaining agreement, returning bargaining unit members shall have their annual base salary or hourly rate increased as follows:

2005-06	3.50%
2006-07	3.75%
2007-08	4.00%
2008-09	4.00%

Section 2. Job Rates (Aides)

<u>Date of Hire</u>	<u>05-06</u>	<u>06-07</u>	<u>07-08</u>	<u>08-09</u>
Prior to 11/16/94	\$14.74	\$15.29	\$15.90	\$16.54
11/16/94 – 6/30/01	\$13.74	\$14.29	\$14.90	\$15.54
7/1/01 – 6/30/05	\$13.02	\$13.51	\$14.05	\$14.61
7/1/05 – 6/30/06	\$12.58	\$13.05	\$13.57	\$14.12
7/1/06 – 6/30/07		\$12.58	\$13.08	\$13.61

Employees hired between November 16, 1994 and June 30, 2001 shall be paid \$1.00 less per hour than the job rate (the rate paid to employees hired prior to July 1, 1994). Employees hired on or after July 1, 2001 shall be paid in accordance with the above schedule.

The starting rate for teacher aides effective July 1, 2007 shall be \$11.00/hour.

The above employees shall work the regular school year. Assignment to various levels is the sole responsibility of the Board.

For summer school, teacher aides shall be paid \$11.75/hour.

Section 3. Job Rates (Clerks)

The starting rate for clerks effective shall be \$12.00/hour.

Summer school clerks shall be paid \$10.50/hour.

Section 4. Job Rates (Monitors)

<u>Date of Hire</u>	<u>05-06</u>	<u>06-07</u>	<u>07-08</u>	<u>08-09</u>
Prior to 11/16/94	\$11.57	\$12.00	\$12.48	\$12.98
11/16/94 – 6/30/01	\$10.57	\$11.00	\$11.48	\$11.98
7/1/01 – 6/30/05	\$9.84	\$10.21	\$10.62	\$11.04
7/1/05 – 6/30/06	\$9.51	\$9.87	\$10.26	\$10.67
7/1/06 – 6/30/07		\$9.51	\$9.89	\$10.29

Employees hired between November 16, 1994 and June 30, 2001 shall be paid \$1.00 less per hour than the job rate (the rate paid to employees hired prior to July 1, 1994). Employees hired on or after July 1, 2001 shall be paid in accordance with the above schedule.

The starting rate for monitors effective July 1, 2007 shall be \$8.75 per hour.

The above employees shall work the regular school year. Assignment to various levels is the sole responsibility of the Board.

Section 5. Longevity for Teacher Aides and Clerks

After an employee has completed five (5) years service in the District he/she shall receive a total of \$150 in addition to his/her salary, as specified on the salary schedule.

After an employee has completed ten (10) years service in the District, he/she shall receive a total of \$275 in addition to his/her salary, as specified on the salary schedule.

After an employee has completed fifteen (15) years service in the District, he/she shall receive a total of \$400 in addition to his/her salary, as specified on the salary schedule.

After an employee has completed twenty (20) years service in the District, he/she shall receive a total of \$525 in addition to his/her salary, as specified on the salary schedule.

Section 6. Call-In Time

On other than snow days as provided in section 8, when school is not in session for students due to a closing, employees subject to the provisions of this article who are called in to work by the building principal will receive the regular hourly compensation specified in section 1 above for period during which work is performed.

Section 7. Benefits

6.1 For Teacher Aides, Clerks and Monitors

Article III	Seniority, Bidding, Layoff, Step Placement, and Probationary Period
Article IV	Grievance Procedure
Article V	Leaves - all sections
Article VI	Pension and Insurance
Article IX	Association Activities
Article X	Dues Withholding
Article XI	Miscellaneous

6.2 For purposes of supplemental benefits eligibility as set forth in this agreement, full time service shall be defined as twenty (20) hours or more per week.

Section 8. Teacher Aides and Monitors shall receive their wages in equal paychecks throughout the work year in a manner to be determined by the school district, but subject to agreement with the Educational Secretaries and Paraprofessionals Association, such equal paychecks shall not, however, be made in any form or manner contrary to law or rules or regulations having the force and effect of law.

Section 9. The Board of Education shall withhold, upon request of any employee covered by this contract, any monies with regard to a credit union.

- Section 10. The Board of Education agrees to provide for the early release of pay checks on those occasions when a pay day occurs during a vacation week for aides and monitors. Usually pay checks will be released on the last day school is in session before the vacation week.
- Section 11. Teacher aides, monitors and clerks will be entitled to up two (2) snow days during each school year. On the first two (2) snow days that during any school year teacher aides, monitors and clerks will not report to work. Such absence will be without loss of pay. Teacher aides, monitors and clerks may use personal days for additional snow days.

## ARTICLE IX Association Activities

- Section 1. The Association shall be granted a total of six (6) employee days per year to send delegates to their conferences. The Association shall notify the school one (1) week prior to the absence of an employee to attend said conference.
- Section 2. The Association shall have the privilege to use school facilities for their meetings as long as they receive approval in advance.
- Section 3. The Association shall have the privilege to use the school bulletin boards for the posting of information as long as said information is not controversial.
- Section 4. The school district shall pay the expenses, without loss of pay for two (2) secretarial employees to attend the annual NYSSA conference.
- Section 5. The Association may use staff mailboxes and interschool mail for the distribution of Association material.

## ARTICLE X Dues Withholding

- Section 1. The school shall withhold from all employees authorizing membership dues and insurance premiums to be withheld for the Auburn Educational Secretaries and Paraprofessionals Association.
- Section 2. Dues shall be withheld in twenty (20) equal pay periods and will be forwarded to the Treasurer of the Association.
- Section 3. It is the understanding of the Association and the District:
- 3.1 That the Association will assume the responsibility of obtaining dues authorization withholding.
  - 3.2 That one uniform method of payment will apply to all employees.

- 3.3 That the local Association Unit President will be responsible for dues reconciliation with the District.
- 3.4 That if the Member-Employee leaves the employment of the District during the withholding period, the collection of all unpaid dues will not be the responsibility of the District.
- 3.5 The dues deduction authorization shall include the right of the employee to cancel said authorization by giving two (2) weeks notice.

Section 4. The District agrees to make payroll deductions for bargaining unit members for the NYSUT Benefit Trust.

## ARTICLE XI Miscellaneous

Section 1. Bonds and annuity deductions shall be withheld from the individual payroll for those employees requesting it.

Section 2. The District shall assume the responsibility of printing this agreement. The secretaries will type the contract with supplies provided by the District.

Copies shall be provided to all employees within the association with ten (10) copies to be supplied to the President.

Section 3. If any provision of this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 4. Each employee covered by this Agreement shall receive an annual statement stating step employee is on and days of accrued sick time.

Section 5. The Board will pay tuition for job related courses at Cayuga County Community College and other accredited schools. Tuition shall also be paid for non job related courses (not to exceed three (3) credit hours per semester). Employees must present verification from instructor or college that the coursework was completed. Tuition will be paid upon satisfactory completion of the course by meeting the minimum passing requirements of the course at the institution at which it was earned. All courses are subject to prior approval of the Superintendent or his designee.

Section 6. If in the course of employment transportation is required between district buildings, the unit employee will be provided an amount comparable with other employees in the district for travel expenses. Effective July 1, 1994, the rate will be equal to the IRS rate in effect on July 1 of each fiscal year.

**ARTICLE XII**  
**Management's Rights**

- Section 1. The Association recognizes the exclusive right and authority of the school district to manage its operations including, but not limited to, the following rights: to supervise all employees and determine reasonable standards of performance; to assign work and transfer employees; to determine the hours of work, shift schedules and amounts of overtime.
- Section 2. It is understood and agreed that all the rights, power, or authority the school district had prior to the signing of this Agreement are retained by the school district, except those specifically modified by this Agreement.

**ARTICLE XIII**  
**Public Employees Fair Employment Law**

- Section 204-A. Agreements between Public Employees and Employee Organizations.

"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."

**Duration and Signatory**

- Section 1. This agreement shall constitute the full and complete commitments of the District to the Auburn Educational Secretaries and Aides Association. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subjects or matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the District and the Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.



Section 2. The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement, and therefore, agree that negotiations will not be reopened on any item whether contained herein or not during the lifetime of this agreement except as otherwise provided. This agreement shall continue in full force and effect from July 1, 2005 to June 30, 2009. Increases in salaries shall apply only to those persons employed as of the date of ratification and shall be retroactive to July 1, 2005.

Auburn Educational Secretaries  
and Paraprofessionals Association

Auburn Enlarged City School District

By: \_\_\_\_\_  
Meg Yurco  
Union President

By: \_\_\_\_\_  
J. D. Pabis  
Superintendent of Schools

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_