



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](mailto:ilrref@cornell.edu)

#### Contract Database Metadata Elements

Title: **Watertown City School District and Watertown Educational Clerical Association (1995)**

Employer Name: **Watertown City School District**

Union: **Watertown Educational Clerical Association**

Local:

Effective Date: **07/01/95**

Expiration Date: **06/30/98**

PERB ID Number: **6443**

Unit Size: **7**

Number of Pages: **10**

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/>

**6443\_06301998**

Watertown City School District And  
Watertown Educational Clerical Assn

A G R E E M E N T

BY AND BETWEEN

THE WATERTOWN CITY SCHOOL DISTRICT  
SUPERINTENDENT OF SCHOOLS

AND

THE WATERTOWN EDUCATIONAL CLERICAL ASSOCIATION

July 1, 1995 - June 30, 1998

## Table of Contents

		<i>Page No.</i>
Article I	Duration of Agreement	1
Article II	Salary	1-2
Article III	Retirement Increment	2
Article IV	Length of Service Increment	2
Article V	Vacations	3
Article VI	Leave of Absence	3-4
Article VI-A	Sick Leave Bank	4
Article VII	Extended Absence	5
Article VIII	Health Insurance	5
Article IX	Retirement Plan	5
Article X	Dental Insurance	5
Article XI	Snow Days	6
Article XII	Employment Openings	6
Article XIII	Grievance Procedure	6-7
Article XIV	Civil Service Law	7
Article XV	Equality of Opportunity	7
Article XVI	Savings Clause	8
Article XVII	Change Implementation	8
Article XVIII	Statutory Notice	8

**City School District  
Watertown, New York**

**WATERTOWN EDUCATIONAL CLERICAL ASSOCIATION**

**AGREEMENT**

**July 1, 1995 - June 30, 1998**

The City School District of the City of Watertown, New York having recognized the Watertown Educational Clerical Association as the exclusive representative of all ten month employees of the school district engaged in the performance of clerical, secretarial, and stenographic duties, except for the Internal Auditor, hereby enters into the following agreement.

In accordance with Section 208 of the Civil Service Law of the State of New York, Board recognition entitles the Association to all rights, benefits, and protection accorded by law.

In response to this recognition, and in accordance with Section 210 of the Civil Service Law, the Watertown Educational Clerical Association reaffirms that the Association does not assert the right to strike against any government to assist or participate in any strike or to impose an obligation to conduct, assist, or participate in such strike. This affirmation continues in effect throughout the period of recognition.

**ARTICLE I**

**DURATION OF AGREEMENT**

This agreement and all of its terms and provisions is effective and shall remain in full force for a period of three school years commencing July 1, 1995 and terminating June 30, 1998 and shall control and govern all matters herein set forth throughout said three year period.

**ARTICLE II**

**SALARY**

- 1) For the 1995-96 school year those employees on the job for the 1994-95 school year and returning to work for the 1995-96 school year shall receive a 3.0 percent increase over their 1994-95 rate of pay.
- 2) For the 1996-97 school year those employees on the job for the 1995-96 school year and returning to work for the 1996-97 school year shall receive a 3.0 percent increase over their 1995-96 rate of pay.
- 3) For the 1997-98 school year those employees on the job for the 1996-97 school year and returning to work for the 1997-98 school year shall receive a 3.0 percent increase over their 1996-97 rate of pay.

- 4) An employee is hired pursuant to a fiscal year calendar which commences July 1st of any year, and ends on June 30th of the subsequent year. If an employee is hired on or before December 31st of the fiscal year, said employee is eligible for a full year credit for salary purposes. New employees hired after December 31st of a fiscal year will receive a pro-rated salary increase for the subsequent year.
- 5) Part-time salaries will be calculated by prorating full-time salaries in the same classification.
- 6) If an individual has been employed on a regular part-time basis, at least 20 hours per week, and is appointed to a full-time position, the years of part-time service shall be considered equivalent to the same number of years of full-time service for placement on the salary schedule.
- 7) As a general practice, new employees will be hired on Entry Level of the appropriate salary scale except in the case of promotions. If an exception to this practice is being considered, the President of the Association will be advised before an appointment is made. An employee who was previously employed by the District may be granted up to a maximum of five years credit for this previous service.

### ARTICLE III

#### RETIREMENT INCREMENT

Any employee, covered by this Agreement, who retires after the completion of ten (10) years of service in the Watertown School District, shall be compensated for each day of accumulated sick leave up to a maximum of 170 days (\$2950) as follows:

- \$ 6/day for the first 100 days
- \$25/day for day 101 through day 150
- \$55/day for day 151 through day 170

### ARTICLE IV

#### LENGTH OF SERVICE INCREMENT

Employees who, at the beginning of and for the duration of this agreement, are commencing their tenth (10), fifteenth (15), twentieth (20), or twenty fifth (25) year of District service respectively in the District shall be entitled to an increment for each said year as follows:

- a. Ten month full-time employee \$400
- b. Ten month part-time employee Prorated

Such increment shall be in addition to the employee's base salary.

## ARTICLE V

### VACATIONS

In the event a full-time ten month employee transfers to a twelve-month position in the District, the vacation to which one is entitled shall be determined by multiplying years of actual, not credited, service in the District by ten (months). If the resulting total is in excess of one hundred eight (108) months, the employee is entitled to three weeks vacation. If the total is in excess of two hundred four (204) months, the employee is entitled to four weeks vacation, and if the total is in excess of two hundred seventy-six (276) months, the employee is entitled to five weeks vacation.

Employees whose employment is for less than twelve (12) months of the year shall not receive vacations.

## ARTICLE VI

### LEAVE OF ABSENCE

#### PERSONAL BUSINESS:

All regular employees covered by this Agreement are entitled to two (2) necessary business days per year subject to the following:

- (1) Normally a reason or excuse for a necessary business absence will not be required, but reasonable notice must be given by the employee to her/his immediate supervisor or the Superintendent of Schools or his/her designee. Whenever possible, at least forty-eight (48) hours advance notice for the use of a personal business day will be given.
- (2) In the absence of special circumstances to be reported by the employee to her/his immediate supervisor and to the Superintendent of Schools or his/her designee, a necessary personal business day shall not be taken on a day prior to or following a school vacation or holiday.
- (3) Personal business days will not be taken for vacation or recreation.
- (4) Unused personal business days shall accumulate to a maximum of five (5) days. If at the beginning of the school year, the additional two days granted would exceed the five maximum accumulated personal business days, the excess will be credited to accumulated sick leave.

#### SICK LEAVE:

All regular employees covered by this agreement are entitled to ten (10) sick leave days per year cumulative to a total of 170 days subject to the following:

- (1) For the first year of regular full-time employment, the number of days allotted to an employee will be prorated on the basis of one day for each month of anticipated actual employment in that year.
- (2) A doctor's certificate or other proof acceptable to the School Medical Inspector must be furnished for any absence for sickness extending more than five (5) consecutive work days. The District may request such proof after an absence of three (3) consecutive work days.

FAMILY ILLNESS:

All regular employees covered by this agreement are entitled to five (5) days per year for illness in the immediate family subject to the following:

- (1) For the first year of regular full-time employment, the number of days allowed will be prorated on the basis of one day for each two and one-half months of anticipated actual employment in that year.
- (2) Immediate family is defined as: Mother, Father, Daughter, Son, Sister, Brother, Spouse, or relative living in the same household.
- (3) When an employee is absent for three (3) or more consecutive work days for family illness, the District may request a doctor's statement certifying as to the person who is ill and the nature of the illness.
- (4) Days allowed for family illness do not accumulate from year to year.

BEREAVEMENT LEAVE :

All regular employees covered by this agreement are entitled to Bereavement Leave, for death in the immediate family, subject to the following:

- (1) Immediate family is defined as; Mother, Father, Daughter, Son, Sister, Brother, Grandmother, Grandfather, spouse, Mother-in-Law, Father-in-Law, Sister-in-Law, Brother-in-Law, grandchildren, or relative living in the same household.
- (2) In cases of relative other than the above, the employee shall submit for approval to her/his immediate supervisor and the Superintendent of Schools or his/her designee, written justification as to the closeness of relationship.
- (3) Each employee will be entitled to three (3) days absence for each death in the family unless out-of-state travel is required, then five (5) days absence will be allowed.

INCENTIVE:

If an employee uses a total of two or fewer sick leave and family illness days in any year, s/he shall receive a bonus at his/her regular rate of pay, as follows:

- Use zero days - bonus of three days' pay
- Use one day - bonus of two days' pay
- Use two days - bonus of one day's pay

The above provision shall expire on June 30, 1998, unless specifically and explicitly renewed by the parties.

**ARTICLE VI-A  
SICK LEAVE BANK**

Both parties agree that the District will establish a sick leave bank for all non-instructional employees of the Watertown School District.

## ARTICLE VII

### EXTENDED ABSENCE

Any employee who is unable to return to work after exhausting her/his sick leave may apply for leave of absence without pay for a period not exceeding one year. If said leave is granted and the employee at the expiration of said leave is unable or for any reason fails to return to work, said employment shall be automatically terminated and the Board of Education may make a new appointment to her/his position.

## ARTICLE VIII

### HEALTH INSURANCE

The District will pay, if requested, Health Insurance premium costs for each employee covered by this agreement as follows:

- (1) For employees who work 30 hours or more per week - the District will pay 90% of the employee's premium cost and the employee will pay 10%. The employee's share of the premium cost will be deducted from the employee's pay check.
- (2) Effective July 1, 1979 - half the cost for both employee and dependents for any current employee who works at least 20 hours and less than 30 hours per week.
- (3) Effective July 1, 1979 - Any employee hired must qualify under No. (1) above in order to be eligible for Health Insurance.
- (4) The District will implement an IRS 125 Plan for employee healthcare premium deductions commencing July 1, 1994.

Should the carrier for this plan be changed, the District will provide essentially the same or equivalent coverage.

## ARTICLE IX

### RETIREMENT PLAN

The District will make available to each employee covered by this Agreement, participation in the 25-year Retirement Plan at one-half pay as provided in Section 75G "Career Retirement Plan" of the New York State Retirement and Social Security Law.

## ARTICLE X

### DENTAL INSURANCE

Effective July 1, 1982, the District will pay, if requested, a maximum of \$50.00 per year for individual employees, or \$100.00 per year for employees electing the family plan and provided such employees work at least thirty (30) or more hours per week.



# WATER TOWN

## ARTICLE XI

### SNOW DAYS

All employees covered by this Agreement will be expected to report when schools are unexpectedly closed because of weather or other conditions, unless specifically excused by the Superintendent of Schools or his/her designee.

## ARTICLE XII

### EMPLOYMENT OPENINGS

When a clerical or secretarial employment opening occurs and prospective employees for such opening are to be interviewed, the Superintendent for Schools or his/her designee shall notify the President of the Watertown Educational Clerical Association of such opening and members of the Association, with others, shall be afforded the opportunity to apply, and upon applying shall be given the same interview consideration as other applicants. Seniority in continuous employment in the School District will be respected consistent with qualifications of the applicants. Final decision in passing upon qualifications of applicants and making appointments shall rest with the Board of Education.

If a ten-month employee wishes to be considered for an employment opening occurring when school is not in session during the summer months, such employee must furnish to the School District business office an address and telephone number at which she/he can be reached in the event of such opening.

## ARTICLE XIII

### GRIEVANCE PROCEDURE

This article is to provide an orderly system for the prompt hearing and resolution of grievances.

#### Definitions:

"Grievance" shall mean any alleged violation, misinterpretation or inequitable application of this agreement.

"Grievant" shall mean any employee, group of employees or the Association.

#### General Provisions:

Any bargaining unit member believing he/she has a grievance shall have the right to present that grievance free from interference, coercion, restraint, discrimination or reprisal. Any interference, coercion, restraint, discrimination or reprisal or threat of it shall be cause for disciplinary action against the employee who causes the interference.

Each grievant shall be entitled to representation at every stage of the grievance procedure, at all conferences between himself/herself and any supervisor regarding the grievance and at all hearings in connection with it.

Each administrator or supervisor to whom a grievance is presented in accordance with this procedure shall hear it promptly and shall endeavor to reach a fair determination within the scope of his/her authority. The administrator or supervisor shall promptly prepare written responses required by this procedure.

## PROCEDURE:

Stage 1: The grievant shall present his/her grievance orally to his/her immediate supervisor within five (5) working days after the grievance or the occasion from which it arises first becomes known to the grievant. The grievant and the supervisor shall use their best efforts to resolve the grievance informally within three (3) working days after it is first presented by the grievant. The supervisor shall notify the grievant not later than the third day if resolution of the grievance cannot be accomplished at this stage.

Stage 2: If the grievance is not resolved at stage 1, the grievant may prepare a written statement of the grievance, and within five (5) working days may refer the grievance to the Director of Personnel.

Within five (5) working days after receiving the grievance, the Director of Personnel shall meet with the grievant to discuss the grievance. Within five (5) working days after such meeting the Director of Personnel shall make a determination in writing and send a copy to the grievant and to the President of the W.E.C.A.

Stage 3: If the grievance is not resolved at Stage 2, the grievant may, within five (5) working days, refer the grievance to the Superintendent of Schools.

Within five (5) working days after receiving the grievance, the Superintendent shall meet with the grievant to discuss the grievance. Within five (5) working days after such meeting the Superintendent shall make a determination in writing and send a copy to the grievant and to the President of the W.E.C.A.

Appeal: If the grievance is not resolved at Stage 3, the grievant may within three (3) working days send a written appeal, and a statement of his/her reasons for making the appeal, to the President of the Board of Education. The request shall be placed on the agenda for the next regular meeting of the Board of Education, at which time the Board shall fix a date for a hearing before the full Board or committee of the Board to be attended by the grievant and a representative of the Association. The grievant shall be notified of the date of the Board hearing within two (2) working days after the hearing date is set. The Board of Education shall issue its determination in writing within ten (10) working days after the hearing is held. A copy of the Board's decision shall be sent to the grievant and the President of the Association.

## ARTICLE XIV

### CIVIL SERVICE LAW

Employees covered by this Agreement, upon the satisfactory completion of their probationary period, shall be entitled to the rights and privileges covered by Section 75 of the Civil Service Law.

## ARTICLE XV

### EQUALITY OF OPPORTUNITY

The parties to this contract warrant that there shall be no discrimination in selection, promotion, assignment, recognition, compensation, terms and conditions of employment, lay-off, instruction or training opportunities for members, or potential members, of the bargaining unit on account of an individual's sex, race, or religious orientation.

ARTICLE XVI

SAVINGS CLAUSE

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

ARTICLE XVII

CHANGE IMPLEMENTATION

It is the intent of the parties that all rights, powers, prerogatives and authority that the Employer had prior to the signing of this agreement are retained by the Employer, and that with the exception of specific provisions of this agreement the Employer shall have the unrestricted right to manage its affairs.

ARTICLE XVIII

STATUTORY NOTICE

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF this Agreement has been executed this 5<sup>th</sup> day of July, 1995.

CITY SCHOOL DISTRICT OF  
WATERTOWN, NEW YORK

WATERTOWN CITY EDUCATIONAL  
CLERICAL ASSOCIATION

by

*Joseph E. Jargo*

Superintendent of Schools

by

*Miriam E. Gurney*

President, W.E.C.A.