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Contract Database Metadata Elements

Title: **Brockton Central School District and Brockton Central School Secretarial Association (2004)**

Employer Name: **Brockton Central School District**

Union: **Brockton Central School Secretarial Association**

Local:

Effective Date: **07/01/2004**

Expiration Date: **06/30/2007**

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SEC 14654

Secretarial Association 04-07

BROCTON CENTRAL SCHOOL DISTRICT
138 WEST MAIN STREET
BROCTON, NY 14716

NEGOTIATED AGREEMENT

for

7/1 6/30
2004-2007

between

SUPERINTENDENT

THE BROCTON CENTRAL SCHOOL BOARD OF EDUCATION

and

BROCTON CENTRAL SCHOOL SECRETARIAL ASSOCIATION

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 28 2005

ADMINISTRATION



Secretarial Association 04-07

This agreement made the by and between the Superintendent and the Brocton Central School Secretarial Association herein after referred to as the Association.

1. Compliance with Taylor Law

The parties hereby agree to comply with Article 14 of the New York State Civil Service Law known as the Public Employees' Fair Employment Act and as it may be amended from time to time.

2. Commencement of Negotiations

The party wishing to initiate negotiations shall present the other party detailed specific proposals for changes desired in the negotiated agreement by April 1st of the year in which this agreement, or any part of this agreement, expires. The other party will respond in writing to such proposed changes and will submit its own proposed changes not later than April 22nd of that same year.

3. Salaries and Wages

Salaries and wages to be paid to members of the Association will be set forth as a dollar amount per secretary. Upgrading to a new position will receive no less than the present wage.

4. Health Insurance

The Association's health care plan is the Chautauqua County School District's Medical Benefits Plan #4000 (or #10001) to include the basic plan and \$5.00/\$10.00 co-pay drug plan and dental plan (save Ruth Karalus who shall remain at a dollar co-pay until retirement) with no rollback. A vision plan, equivalent to COBRA, will also be included. The costs will be shared 90% by the District and 10% by the employee for individual coverage and 85% by the District and 15% by the employee for family coverage. The Association may participate in Plan 125. The district shall also pay premiums for a \$10,000 Group Life Insurance policy for each covered employee.

5. Sick Leave and Personal Days

The school shall allow each member of the Association employed by the school, sick leave and personal leave without loss of salary for 15 working days in any school year, recorded at the rate of 1.25 days/month, three of which may be used for personal leave. Sick days may be used for personal sickness or physical disability of the member or a member of the immediate family, provided further, that if any employee does not use the full amount of sick leave allowed in any school year, the amount not used shall be accumulated from year to year and used, if needed, up to a total of not more than 180 days for personal illness or physical disability. The Chief School Officer may request and the employee shall supply a doctor's excuse for absences in excess of five (5) consecutive days.

A personal leave day is a day on which a secretary must transact necessary and essential business which cannot be transacted at a time when school is not in session and is not to be used as an extension of a holiday unless unusual circumstances arise. Personal leave days will be submitted three (3) days in advance of the days requested. No reason need be given for personal day usage.

Final approval of Personal Days is for the Superintendent to decide.

6. Bereavement Leave

Three (3) days of bereavement leave not deducted from sick leave shall be allowed for death in the immediate family. "Immediate family" includes spouse, parent, and child. Three (3) days of bereavement leave shall be allowed for death of other family. "Other family" includes brother, sister, in-law of the same category, grandparents, people for whom the individual is legally responsible. The second and third day of bereavement leave for each incident of "other family" will be deducted from accumulated sick leave.

7. IRS Cafeteria Plan 125

The District shall provide for the secretaries an IRS Cafeteria 125 Plan to be effective on September 1, 1999. This plan may be utilized for premium payments, dependent care, and unreimbursed medical expenses. The district shall not reduce the salary of the employee in excess of the secretary's share of the appropriate annual premium or pro rata

share thereof and/or the amount designated by the employee for unreimbursed medical expenses, individual health and/or disability premiums, or dependent care. At the end of the plan year, all unexpended funds shall be forfeited to the District.

The District shall decide on a third party administrator for the Cafeteria 125 Plan. The cost of the plan will be handled as follows:

1. Installation and plan document fees: It is anticipated that the savings to the District in FICA payments will exceed any fees required to establish the above level of benefits. Should, however, the cost of the establishment of this program exceed the savings to be realized by the District in establishing this plan, the actual cost difference above and beyond the FICA savings realized will be shared by the District and the secretaries on a 50/50 basis.

2. Administration fee: Any per monthly fee for participants in the "full" plan will be computed annually. Should the cost be equal to or less than the anticipated savings to the District as a result of its savings on FICA, then there will be no charge to the individuals. However, if the cost is in excess of the savings to be realized by the District, then the excess cost will be evenly divided amongst those individuals who are participating in the "full" cafeteria plan. In no case, however, shall the cost exceed three dollars (\$3.00) per month per participant.

3. The amount that any individual participant can have withheld will be determined by the limits set forth by local, state and federal regulations and laws.

4. Any individual wishing to participate in the Cafeteria 125 Plan during the year will sign a promissory note, which shall be held by the District, indicating that should he/she leave the employ of the District and have a negative balance in his/her Cafeteria 125 account he/she will continue to make payments to the District on a bi-weekly schedule until the amount is paid in full.

8. Medical Leave

Subject to Board approval, any employee covered by this contract may request an unpaid leave for personal medical leave or immediate family medical leave for up to one year. The leave may not be extended, nor may the employee return before the time given when requesting the leave. Such employee will provide, in writing, notice of his/her return forty-five (45) days prior to date of return. Failure to provide such notice will be interpreted as a resignation.

9. Retirement Benefits

Any employee (employed on or before 7/1/95) who retires from the Brocton Central School shall receive a day's pay times 1/4 of the total accumulated sick days as of June 30. Total reimbursement is not to exceed forty-five (45) days.

An employee (employed on or before 2/18/05) who has 10 years at Brocton Central School and is eligible to retire under the NYS Employees Retirement System without penalty will receive a stipend of \$5000. Notification must be made prior to May 1st to retire after June 30.

10. Holidays

All members of the Association shall be given the following paid holidays: New Year's Day, Martin Luther King's Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, the day before Thanksgiving Day if school is not in session, Thanksgiving Day, day following Thanksgiving Day, December 24th, Christmas Day, December 26, December 31, and President's Day

In the event a holiday falls on a Saturday, the members shall be granted Friday off with pay or if the holiday falls on a Sunday, the members shall be granted Monday off with pay, except when school is in session the employer shall give a mutually acceptable compensatory day.

Members of the Association who were employed after May 7, 1985 shall be given the Monday following Easter Sunday off with pay if the school is closed at this time.

11. Work Periods and Time

A. The work year is defined as twelve (12) calendar months, beginning on July 1 of each year and ending on June 30 of the following year.

B. Secretaries shall devote the necessary time daily to discharge the duties and responsibilities of their positions.

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C. On unscheduled school closing days, the time worked will be in accordance with the immediate supervisor.

D. All secretaries will be required to record their working time on regular time sheets according to the rules to be established by the Superintendent.

E. Hours worked in excess of forty (40) hours in a week shall be compensated at the rate of one and one-half (1-1/2) times the employee's normal hourly rate of pay.

F. Compensatory time shall be made available in lieu of overtime by mutual agreement between employee and supervisor.

G. No overtime will be granted unless his or her immediate supervisor has given prior approval.

1. District secretary's immediate supervisor is the superintendent

2. High school secretary's immediate supervisor is the secondary principal

3. Elementary secretary's immediate supervisor is the elementary principal

4. Guidance secretary's immediate supervisor is the guidance counselor

5. Account secretary's immediate supervisor is the district treasurer/business manager

6. Purchasing secretary's immediate supervisor is the district treasurer/business manager

7. Data input/maintenance typist's immediate supervisor is the superintendent

H. Compensatory time will be given for hours in excess of thirty-seven and a half (37.5)/week. Compensatory time can be accumulated.

I. Unused Compensatory time will be converted to time and a half at the end of the fiscal year.

12. Vacations

A. Each employee shall receive: six days of vacation with pay if on July 1 (s) he has been employed by the school for more than eleven months but less than twelve continuous months in addition to Paragraph B.

B. Eleven days of vacation with pay if on July 1 (s) he has been employed by the school for more than twelve months but less than 83 continuous months in addition to Paragraph D

C. If hired prior to 7/1/98 the employee shall be granted sixteen days of vacation with pay on July 1 if (s) he has been employed by the school for more than 60 continuous months in addition to paragraph D. After 120 continuous months of service, one week of this vacation time may be at Christmas time.

If hired after 7/1/98 employee shall be granted sixteen days of vacation with pay on July 1 if (s) he has been employed by the school for more than 84 continuous months in addition to paragraph D.

D. Twenty-one days of vacation with pay if on July 1 (s) he has been employed by the school for more than 120 continuous months.

E. Each employee shall receive two weeks with pay of vacation during the Easter recess in addition, if school is closed for the two-week period. However, this benefit will apply only to those employees employed as of May 7, 1985.

F. any accumulated vacation time will be reimbursed at retirement. Option to buy back vacation days up to 10 earned days per year.

13. Jury Duty

The Board of Education will grant leave to those secretaries who have been duly selected and required to perform jury service, if said secretaries have exhausted all avenues to be excused from such service. The days granted would NOT be deducted from accumulated sick leave, personal leave or from salary. The secretaries will receive regular salary during the period of jury service.

Written request for such leave is to be made to the superintendent with as much advance notice as is possible. Total payment, excluding mileage and meal allowance received for services while performing jury duty during the school year is to be surrendered, upon receipt, to the Business Office

14. Job Openings

Notice of openings in office staff positions will be posted one week prior to accepting outside applications.

15. Grievance

Definition of "grievance" is defined as a complaint by either party to this agreement, school official or member of the Negotiating Unit based upon all alleged violations of or variation from the provisions of this agreement or the

interpretation or application thereof.

16. Grievance Procedure

Step 1

Any party having an alleged grievance shall state this grievance in writing and deliver the same to the Chief School Officer of the school. The Chief School Officer shall schedule a conference between the person having the alleged grievance, the superintendent and himself and these parties shall in good faith attempt to resolve the grievance. Said grievance must be filed in writing with the Chief School Officer within twenty (20) days of the date of the occurrence of the alleged grievance.

Step 2

In the event the grievance cannot be resolved by the Chief School Officer and the party having the alleged grievance, the parties shall certify in writing the grievance to the Board of Education. The certification should set forth any reasons that any party may wish to give to sustain his position. The superintendent and the person having the alleged grievance must have their meeting and resolve the grievance or certify to the Board as provided above within twenty (20) days of the date on which the alleged grievance was served in writing upon the Chief School Officer.

Step 3

The Board of Education upon receiving the written reports of the Chief School Officer and the party alleging to have a grievance shall consider them and in the sole discretion of the Board shall (1) conduct a hearing before the entire Board or before such committee of the Board as the Board shall elect at which time the Chief School Officer and the party with the alleged grievance shall present their respective positions and such witnesses and proof as they shall determine or (2) certify that the grievance shall be resolved by final arbitration pursuant to Step 4 of this agreement. The School Board must conduct the hearing or certify for final arbitration as provided above within twenty (20) days of the receipt by it of both written statements from the supervisor and/or superintendent and the person having the alleged grievance. If a hearing is held by the Board of education or a committee appointed by the Board or hear the same a decision will be rendered within fifteen (15) days of the conclusion of the hearing.

Step 4

Final arbitration: In the event the alleged grievance has not been satisfactorily resolved by the prior steps herein set forth the Association shall appoint an arbitrator of its own choosing. The two arbitrators so named will agree on a third disinterested, qualified arbitrator from a list of ten (10) arbitrators agreed upon by the Board and Association. The arbitrators shall promptly hear the grievance and render their decision in writing within fifteen (15) days of their termination of the hearing. Either party to the grievance shall have the right to be represented by counsel or such other person as he or the Board so designate. The Association shall have the right to have its representative present at all stages of the grievance proceedings.

Limit of Decision: The arbitrators shall limit their decision strictly to the application and interpretation of the provisions of this agreement and they shall be without power or authority to make any decision:

- a. Contrary to or inconsistent with, or modifying or varying in any way, the terms of this agreement or of applicable law or rules or regulations having the force and effect of law.
- b. Involving Board discretion or Board policy under the provision of this agreement, under Board bylaws, or under applicable law.
- c. Limiting or interfering in any way the powers, duties and responsibilities of the Board under its bylaws, applicable law, and rules and regulations having the force and effect of law.

Effect of Decision: The decision of the arbitrators if made in accordance with the jurisdiction and the authority under this agreement, shall be accepted as binding by the parties to this dispute.

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Time of Meetings: All meetings involving grievances shall be held during either unassigned time during the workday or after school hours.

Privacy of Proceedings: During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private. Any preliminary disposition will not be made without agreement of all parties.

17. Effective Date

This agreement shall be effective on July 1, 2004 and shall continue in full force and effect until June 30, 2007.

18. Definitions

The term employee as used herein shall be deemed to mean an employee of the said Brocton Central School Secretarial Association.

The masculine gender shall be deemed to include the feminine and singular the plural and vice versa.

19. Compliance with New York State Law

The parties hereto agree to comply with all applicable laws, rules and regulations of the State of New York and agencies thereof.

20. Savings Clause

This agreement and all provisions herein are subject to all applicable laws. In the event any provision of this agreement is held to violate such applicable law, said provision shall not bind either of the parties, but the remainder of this agreement shall remain in full force and effect as if the invalid provision had been a part of this agreement.

21. Entire Agreement

The parties agree that this agreement constitutes the results of their negotiations on all items negotiated and that there are no agreements or understandings either oral or written or otherwise which in any manner alter, abridge or conflict with this instrument.

22. Rules and Regulations

The Association agrees that the District has complete authority over the policies and administration of the school district and its departments which it exercises under the provisions of law and in fulfilling its responsibilities under this agreement including the establishment of work rules and regulations not inconsistent with the terms of this agreement or New York State Civil Service Law.

23. Amendment to 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 FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

24. 2006 - 2007 Re-Opener

The Association and/or the District during the 3rd year of the contract can open any articles within the contract for consideration. New discussions relating to either the re-opener or the salary re-opener will commence by April 1, 2006.

The District will provide each secretary with an increase in salaries of \$1200 for the first year, \$1350 for the second year and third year will be re-opener.

Beginning Salary

Typist
\$20,000

Account Clerk
\$20,500

Stenographer
\$20,750

SALARIES

	<u>Guid Sec</u>	<u>Elem Sec</u>	<u>HS Sec</u>	<u>Dist Sec</u>	<u>Pur Aide</u>	<u>Maint/Data Input</u>	<u>Account.</u>
04-05	28,200	32,375	28,200	32,825	28,200	21,218	32,375
05-06	29,550	33,725	29,550	34,175	29,550	22,568	33,725
06-07	To Be Negotiated						

IN WITNESS WHEREOF, the parties hereto have signed and accepted this agreement on the day and year first above written.

2-24-05
Date

2/24/05
Date

3/3/05
Date

Linda Jones
Linda Jones, Secretarial Association, Chairperson

John J. Skahill, Jr.
John J. Skahill, Jr., Superintendent

Camille Belcher
Camille Belcher, Board of Education, President