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Contract Database Metadata Elements

Title: **Cato-Meridian Central School District and Cato-Meridian Central School Teacher Aides, Teaching Assistants and Library Assistants, Service Employees International Union (SEIU), AFL-CIO, Local 200United (2008)**

Employer Name: **Cato-Meridian Central School District**

Union: **Cato-Meridian Central School Teacher Aides, Teaching Assistants and Library Assistants, Service Employees International Union (SEIU), AFL-CIO**

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**AGREEMENT BETWEEN THE
CATO-MERIDIAN CENTRAL SCHOOL DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 200 UNITED, AFL-CIO**

JULY 1, 2008 – JUNE 30, 2012

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ARTICLE I
Conditions and Scope of Agreement

Section 1. Certification Order

The Board of Education of the Cato-Meridian Central School District acknowledges the Order of the Public Employment Relations Board in Case Number C-3476 which certified the Service Employees International Union, Local 200 United, as the exclusive representative of the employees in the identified negotiating unit.

Section 2. Negotiating Unit

Included: All regularly employed full-time and part-time teacher aides, teaching assistants and library assistants.

Excluded: Per diem substitutes, casual and temporary employees and all others.

Section 3. Conditions of Agreement

The articles hereinafter described contain the rates of pay, wages, hours of work and other terms and conditions of employment agreed upon through negotiations between the Chief School Officer or his agent, acting on behalf of the Cato-Meridian Central School District and Service Employees International Union Local 200 United.

ARTICLE II
Management Rights

Section 1.

The Union recognizes that the District has the obligation of serving the public with high quality, efficient and economical educational services. Accordingly, the Union recognizes and agrees that the management of the District, the direction of its working force, and the exercise of the ordinary and customary functions of management, whether or not exercised by the District prior to the execution of this Agreement, shall be in the sole discretion and responsibility of the District, subject to the terms of this Agreement.

Section 2.

Without limiting the generality of the preceding sentences, the District subject to the terms of this agreement retains the sole and exclusive right to manage its educational services and to direct the working force, including, but not limited to, the right to decide the number and location of its educational service operations, the educational service operations to be conducted and rendered, and the methods, processes and means used in operating its educational services, and the control of the buildings, real estate, materials, its educational services; to determine the

numbers and duties of employees; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend with or without pay and discharge employees, to hire, supervise, evaluate, layoff, assign, transfer, promote and determine the qualifications of employees; determine whether or not to subcontract, and to make the rules and regulations pertaining to employees covered by this agreement; to determine the starting and quitting time and the number of hours to be worked, subject only to such regulations governing the exercise of these rights as are expressly provided by law. The District reserves the right to reduce the work force at any time as conditions demand.

Section 3.

It is the intention of the parties that all of the rights, powers, and authority that the District had prior to the signing of this agreement are retained by the District and that with the exception of specific provisions of this agreement the District shall have unrestricted right to manage its affairs. This Agreement constitutes the full and complete commitments of the District to the Union.

ARTICLE III
No Strike

In extending recognition to the Cato-Meridian Central School Educational Aides Association that Association must affirm that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.

ARTICLE IV
Grievance Procedure

Section 1. **Introduction**

The purpose of the grievance procedure is to make it possible for the employee who has a grievance to have such grievance heard in as simple, straightforward and uncomplicated manner as possible. It will insure that the employee, using the procedure, will not be subject to coercion, interference, restraint, discrimination or reprisal of any kind.

Section 2. **Definitions**

- a. A grievance is a complaint by an employee of an alleged violation of any of the terms and conditions of this agreement.
- b. An employee is any individual within the collective bargaining unit covered by this agreement.

Section 3. Basic Principles

- a. An employee shall have the right to be represented at any stage of the procedure by a person of his own choice. The aggrieved employee shall be present at all stages of the grievance procedure.
- b. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
- c. All hearings shall be confidential.
- d. The number of days provided for the presentation and processing of grievances at each step of the grievance procedure establishes the maximum time limits and any grievance not presented within the time limits provided at each respective step of the grievance procedure shall be deemed withdrawn.
- e. Employees shall not leave their duty stations to discuss or process grievances unless they have requested and received permission to do so from the administrator in charge.
- f. Each administrator shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him within the time specified in these procedures. Failure of an administrator to respond within the appropriate time limits shall move the grievance to the next step
- g. This procedure is not to be used to change existing laws, rules or regulations nor is it to be used to amend the existing negotiated agreement.

Section 4. Procedures

Step 1 - (Informal) - The grievance shall be presented orally by the aggrieved employee to his/her immediate supervisor within five (5) working days from the date of knowledge of the cause of occurrence giving rise to the grievance. If discussion of the grievance with the immediate supervisor does not result in resolutions of the grievance, then:

Step 2 - (Formal) - The aggrieved employee shall submit his/her signed written grievance, using the attached grievance form, to the immediate supervisor within ten (10) working days from the date of the initial discussion of the grievance. If the level of supervision described above is the Superintendent of Schools, Step 2 and Step 3 shall be combined. After receipt of a written grievance at this step the supervisor shall, within ten (10) working days from the date the written grievance was received by him, reply in writing to the grievant. During this time the supervisor or the employee may request another

meeting for the purpose of resolving the issue. If the grievance is not resolved at this stage, then:

Step 3 - The aggrieved employee may, within five (5) working days from date of receipt of supervisor's written decision, submit his grievance using the prescribed grievance form to the Superintendent of Schools who, within ten (10) working days after he receives the written grievance will convene a meeting between the aggrieved employee and the Superintendent for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting, then:

Step 4 - If the grievance is not settled by the written answer of the Superintendent of Schools or his representative, the grievance may be submitted to advisory arbitration. The parties shall then with reasonable promptness agree to the selection of an advisory arbitrator from the list of arbitrators submitted by the Public Employment Relations Board.

The advisory arbitrator shall have no power or authority to add to, subtract from, modify, change, or alter only any of the provisions of this agreement.

Fees and expenses of the advisory arbitrator shall be borne equally by the parties.

No. _____

**CATO-MERIDIAN CENTRAL SCHOOL
GRIEVANCE STATEMENT**

Name of
Complainant _____

Building _____ Department _____

Date of Grievance _____, 20__

DESCRIBE GRIEVANCE:

REMEDY SOUGHT:

**Please state the Article, Section and/or Paragraph of the Agreement
which is being grieved:** _____

Employee's Signature _____

Date of Filing _____, 19 _____

ARTICLE V
Absence from Duty

Section 1. Sick Leave

- 1.1 All employees covered under this agreement shall be granted sick leave of one (1) day for each month of employment, cumulative to 190 days.
- 1.2 Effective July 1, 1997, part-time employees shall receive one (1) sick day for the 1997-1998 school year. One (1) additional day will be given for the 1998-1999 school year, for a total of two (2) sick days.

Such payment shall be based in accordance with the number of hours the employee(s) is scheduled.

- 1.3 In an effort to recognize regular attendance and, thereby, reward those employees who are able to maximize their contribution to the school district, a stipend of \$175.00 will be provided annually to all employees, covered under this agreement, who do not utilize sick leave and family illness leave. As an alternative, employees who use no more than three sick days and no family illness leave days annually will be provided a \$100.00 stipend.

Section 2. Personal Leave

- 2.1 Unit members shall be granted three (3) personal days, non-cumulative (based on daily wages) per year. Any unused personal days will accumulate as additional sick leave to a maximum of twenty (20) days.

- 2.2 Personal leave shall be allowed without salary deduction for the following reasons:

- Family, blood relatives of employee and spouse (e.g. sickness, graduation, confirmation, ordination, other special school, college or church observances).
- Business (e.g. internal revenue, state income tax bureau, real estate, banking, legal).
- Funerals (outside of present allowable).
- Emergencies

- 2.3 Personal 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 and recreational purposes, or to extend a vacation or holiday period, or for litigation against the school district, its employees or the Board of Education. In consideration of the above stipulations, no specific reasons need be given when requesting personal leave for one (1) of the three

personal days. However, an employee must have a reason which conforms to the above provisions.

- 2.4 Employees may use a personal leave day when school is canceled or closed for weather related reasons. Employees who wish to use a personal leave day under such a circumstance shall notify the business office of their desire on the first work day after the school closing. The employee shall be paid from his/her personal leave only for hours not worked.

The District may, at its discretion, require employees to work on a day when school is cancelled. In such a situation, the employee will be paid his/her regular wage.

Section 3. Illness in Family

- 3.1 Full time employees will be allowed up to five (5) days of absence, without loss of pay, per school year in the event of illness in the immediate family. These absences will be deductible from accumulated personal sick leave. Illness in the family leave is not accumulative.
- 3.2 For purposes of illness in the immediate family, immediate family shall be defined as parent, including foster or step-parent, spouse, children, brother, sister, or other relative who is a member of the employee's household.

Section 4. Funeral Leave

In the event of death of one of the following members of an employee's family; parents, including mother-in-law and father-in-law, foster or step parents, spouse, children, brother or sister, a relative who is a member of the employee's household or for whom the employee has a legal responsibility, the employee shall be excused from work at her request to attend the funeral and shall be paid at her regular rate for the day of the funeral, plus two (2) additional days if needed, provided that all of these days were regularly scheduled work days of the employee.

In the event of the death of an employee's brother-in-law or sister-in-law, niece or nephew, grandparents and aunt and uncle, the employee shall be excused from work at her request to attend the funeral and shall be paid at her regular rate for the day of the funeral provided the employee was regularly scheduled to work the day of the funeral.

The funeral leave provision of this article as written above shall apply to educational aide personnel upon appointment.

Section 5. Maternity Leave

Pregnant employees shall be entitled to a leave of absence for a maximum of (1) year. Request for such leave shall be made in writing to the Superintendent at least four months prior

to the commencement of the leave. Request for leave shall indicate the probable beginning date and duration of the leave. The duration of such leave shall be mutually agreed upon by both parties at the time such leave is granted and the return shall be set so that, insofar as possible, the continuity of the educational program shall not be disrupted.

All rights and privileges accumulated prior to the effective date of such leave shall be reinstated.

Section 6. Jury Duty

In the event an employee is called for jury service she shall notify the administrator in charge as soon as possible after being notified. The employee shall be paid the difference between her base jury pay and the daily wage she would ordinarily receive as an employee of the school district. This would apply only to actual work time missed as a result of jury duty.

Section 7. Sick Leave Bank

A Sick Day Bank will be established in this school district under the following conditions:

- 7.1 All contributions will be voluntary.
- 7.2 Any employee in the negotiating unit is eligible to participate.
- 7.3 The sick day bank may only be used for involuntary disabilities or illnesses. Involuntary illness or disability shall be further defined as a period during which a person is recuperating from an injury or a prolonged serious illness. An employee who has a disability covered by the provisions of the Workers' Compensation Law shall not be entitled to use the sick day bank.
- 7.4 Each employee enrolling in the bank will donate one day of his sick leave to the bank each year until there is a maximum of 130 days. No more days will be added, except by new membership, until the bank is depleted to 60 days. "New Membership" shall mean employees newly employed in the District, as well as experienced employees in the District who have not chosen to contribute to the Sick Day Bank, but later choose to do so.
- 7.5 A person withdrawing from the bank will not be able to withdraw the contributed days.
- 7.6 The first 20 days of illness or disability will not be covered by the bank but must be covered by that person's own accumulated sick leave or absence without pay.

- 7.7 A person will not be able to withdraw days from the bank unless he or she is a member of the bank and until his or her own sick leave is depleted. Days withdrawn from the sick day bank shall be withdrawn on a day contributed for a day withdrawn basis and an employee will be entitled to one day's pay for each day withdrawn.
- 7.8 A maximum of 40 days may be drawn by each individual member from the bank each year during the life of the agreement.
- 7.9 A maximum of 100 days each school year may be drawn by all individuals.
- 7.10 Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.
- 7.11 The Service Employees International Union, Local 200 United, AFL-CIO will administer this bank and supervise its operation under the procedures to be worked out between the Service Employees International Union and the Board of Education.
- 7.12 By October 15 of each year, the names of contributing members to the Sick Day Bank will be given to the District Office.
- 7.13 The provisions of this section shall become effective on July 1, 1993.

Section 8. Emergency Closing Days

Beginning September 1, 2008, the District will pay unit members their regular daily wage for the first three (3) emergency closings in a school year. Emergency closings shall not include give back days, unpaid Superintendent Conference days or other District granted unpaid days off.

ARTICLE VI
Conference Days

Section 1.

Approval for time off for two (2) educational aide representatives to attend a local workshop or conference pertaining to area of work shall be granted without loss of day if prior approval has been given by the immediate supervisor and the Board of Education.

Section 2. Professional Growth

The Board of Education will reimburse tuition costs for work-related courses taken at Cayuga Community College, BOCES or other accredited schools, subject to prior approval of the Superintendent of School or his designee.

Employees must present written verification in the form of a receipt concerning the tuition cost and a statement from the school, or instructor, indicating that the course work was successfully concluded to be eligible for reimbursement.

Employees will be limited to reimbursement for one course per semester based upon a three semester academic schedule.

This benefit is available only to full-time employees in the bargaining unit as that term is defined in Article XI, Hours of Work.

Section 3. Superintendent Conference Days

Effective July 1, 2009, the District will provide training/staff development to bargaining unit members on two (2) Superintendent Conference Days during the school year. Bargaining unit members shall be paid their regular hourly wage for their attendance.

ARTICLE VII
Vacation

Section 1.

Educational aides who have been regularly assigned duties for more than 10 months in the year and subsequently are placed in a secretarial position, shall be credited with one (1) year's service when computing additional vacation days.

Section 2.

Educational aides, who have been regularly assigned duties as a 10-month employee, on being placed in an 11-month secretarial position shall be allowed a half credit per year of service when computing the additional vacation days.

ARTICLE VIII
Dental and Health Insurance

Section 1. Health Insurance

The opportunity to participate in the health insurance program is available only to full-time employees in the bargaining unit as that term is defined in Article XI, Hours of Work. All such full-time employees covered under this Agreement shall be afforded the opportunity to

participate in the health insurance program currently in effect at the Cato-Meridian Central School District.

Section 2.

The District will contribute seventy-five (75%) percent of the premium for dependent coverage for members of the negotiating unit.

Beginning on July 1, 2007 through June 30, 2010, the District will contribute ninety percent (90%) of the premium for the health insurance plan for individual coverage.

Beginning on July 1, 2010, the District will contribute eighty-seven and one-half percent (87.5) of the premium for the health insurance plan for individual coverage.

Beginning on July 1, 2011, the District will contribute eighty-five percent (85%) of the premium for the health insurance plan for individual coverage.

Section 3.

Beginning on July 1, 1985, the District will contribute seventy-five (75%) percent of the premium for the health insurance plan for retirees individual coverage and fifty (50%) percent of the premium for individual and dependent coverage for members of the negotiating unit, who retire on or after July 1, 1985. Retirees must have a minimum of fifteen (15) years of service with the District to be eligible for this benefit.

Section 4.

- 4.1 Effective January 1, 1993, the major medical deductible shall be increased to \$100.00 for each individual and \$300.00 for each family.
- 4.2 Unit members are required to pre-notify the health insurance carrier or the healthcare administrator when they are to be admitted as an in-patient for non-emergency hospital treatment. Notification shall be made to be extent possible, at least one (1) week prior to admission.
- 4.3 In any case where a unit member seeks emergency treatment, the unit member is required to notify (by phone, by phonegram, by telegram or by any other reasonable means) the health care administrator or health program carrier of the treatment and admission to a health care facility within forty-eight (48) hours after admission (unless the unit member is incapacitated to the extent that neither the unit member nor his immediate family can notify the health care administrator or health program carrier. The forty-eight (48) hour notification requirement does

not include holiday and weekend periods when the health care administrator is not open to take such notification.

- 4.4 To the extent practicable, the pre-notification requirement and the forty-eight (48) hour emergency notification will be printed on the unit member's health insurance program card and distribution to unit members. The agency to be called and a phone number will also be provided on the care to the extent practicable. Unit employees will also receive a letter from the District detailing the new procedures. The pre-notification requirement and the forty-eight (48) hour emergency notification will be effective on January 1, 1993, or otherwise as mutually agreed upon by the parties.
- 4.5 It is agreed by both parties that the use of hospital emergency room facilities for ordinary or routine medical care that is not in the nature of emergency treatment is to be discouraged. The union will cooperate with the employer in advising members of the negotiating unit that they should avoid use of hospital emergency services for ordinary or routine medical care.

Section 5. Dental Insurance

The District shall contribute \$160.00 or the cost of the plan; whichever is less, for dental insurance providing individual coverage to employees entitled to benefits under this agreement for the 2005-2006 school year. Beginning on July 1, 2006, the District shall contribute \$175.00 or the cost of the plan, whichever is less.

Subject to the provisions of Section 1 of this article members of the negotiating unit may participate in any family dental program that is offered by the school district. The full cost of the premium for family coverage shall be the responsibility of the member of the negotiating unit.

Section 6. Flexible Benefits

Effective July 1, 1997, full-time employees shall be allowed to participate in the Flexible Benefit Program.

Section 7. Workers Compensation

Employees in the negotiating unit are covered by the workers compensation law to the extent required by the State of New York.

ARTICLE IX
Paid Lunch for Hourly Employees

All employees covered under this contract who are hourly employees shall be entitled to a paid thirty (30) minute lunch period each day. It is understood that as emergencies arise this provision may, from time to time, be suspended.

ARTICLE X
Appointments

Section 1. Vacancies

- 1.1 Except for employees hired under the CETA or JTPA programs, persons covered under this contract shall receive notification of temporary or permanent vacancies occurring in educational aide positions.
- 1.2 Educational aides who wish to apply for the vacancy must apply to the Superintendent within ten (10) working days of the notification. The aide must notify the Superintendent in writing (within the time limit) of his/her intention to apply for the vacancy.
- 1.3 Educational aides at any time who wish to change positions within the Cato-Meridian School District should make the same known in writing to the Superintendent. If a vacancy occurs which approximates the change that an aide desires, the Superintendent shall make the aide aware of that vacancy.

Section 2. Assignments

- 2.1 Tentative work schedules for teacher aides and assistants shall normally be prepared and made available to employees by August 15. It is understood, however, that these schedules are tentative and are subject to changes for new enrollments and other scheduling student needs which may be identified later. Schedule changes during the year may occur which may reduce or increase the number of hours according to the needs of the school district. These changes and adjustments do not create a full time position or a part time position in the unit which must be posted.
- 2.2 The District agrees to meet and discuss with the unit chairperson the scheduling and assignment of bargaining unit members for the upcoming school year. This meeting shall be held prior to August 15 and prior to the adoption of a final schedule.

Section 3. Posting

- 3.1 When a vacancy occurs for a full time position in the unit, or a part time position of four hours or more a day, or part time position of four hours per day is created in either the secretarial, teacher aides and teacher assistant capacities, notice of such vacancies shall be posted in three places being the offices of the high school, middle school, and the elementary school. Any teacher aide or teacher assistant who feels qualified shall have the opportunity to apply for the position in writing. Informal notice to the union president will be given for all other openings for which unit members are qualified.

- 3.2 For purposes of this Article, an opening is defined as either a newly created position or a position which has been vacated and will be filled at the discretion of the employer.
- 3.3 Openings which are posted shall show the job title, a description of the work, the location of the work, the qualifications required, and the starting wage rate. Notices will remain posted for at least three (3) working days before permanently filling the vacancy.
- 3.4 After making application, the employee will be granted a personal interview to discuss the viability of his/her credentials.

Section 4. Appointment

Selection for appointment will be based on the relative qualifications, based on training, experience and demonstrable quality of work performed as determined by the employer.

Section 5. Layoff

- 5.1 If circumstances necessitate a reduction of employees, seniority among the employees shall be the determining factor providing said employee possesses the qualifications or training necessary for said position.
- 5.2 Seniority shall begin from the effective date of service with the District and shall be based on continuous employment with the District within a job title, with the exception of unpaid leaves of absence. If conflict should arise between two (2) parties regarding the similarity in date of effective service, the date of appointment shall be the determining factor.

Section 6. Separation from Employment

When an employee is separated from service for other than disciplinary reasons he/she shall be granted the first opportunity to apply and be interviewed for the vacant position. If appointed, the employee shall be entitled to restoration of previously earned leave credits which are accumulated and unused. If not appointed, the administrator in charge shall give reasons for his decision. The applicant has the opportunity to respond in writing.

Section 7. Promotion

A teacher aide who is appointed as a teaching assistant shall receive either the teaching assistant starting salary or an increase of \$.50 per hour, whichever is greater.

ARTICLE XI
Hours of Work

Section 1.

Aides and assistants employed as full time shall work a minimum of 7.0 hours per day, 5 days per week.

- a. provided there is work to be done
- b. provided school is in session
- c. only upon request of the immediate employer will aides work when school is not in session
- d. Aides and assistants may submit to their building principal a written request to work on a Superintendent's conference day. The written request should include a statement describing the work that needs to be performed and the amount of time that the employee will work. The request shall be submitted to the building principal at least five (5) school days prior to the conference day.

Section 2.

If circumstances necessitate a part-time aide, the part-time aide shall be hired only for hours and work that presently employed aides could not perform due to conflicting duties.

Section 3.

Educational aides may be asked to be a substitute teacher for up to two hours of any school day at their regular hourly rate.

Section 4.

Educational aides who are requested to serve as a substitute teacher for more than two hours of any school day will receive the substitute teacher pay rate for the total number of hours worked in this capacity.

Section 5.

When school is called into session and then is closed for emergency purposes, educational aides will be guaranteed an equivalent to a full day's pay, according to a normal working day agreed upon for each aide.

Section 6.

If the opening of school is delayed, employees covered by this agreement shall receive payment for all hours worked.

ARTICLE XII
Entitlement to Benefits

Only full time aides as defined will be entitled to fringe benefits under this contract unless the specific benefit otherwise provides for coverage for part time aides by specifically referring to an entitlement for part time aides.

Teacher aides or teaching assistants employed on a part time basis on or before July 1, 1992, will continue to be entitled to sick leave, illness in family leave, holidays and floating holidays as long as they are employed on a continuous basis without a break in service.

Teacher aides or teaching assistants employed on a regular basis five (5) hours per day, five (5) days per week or more since July 1, 1992, and before the ratification and approval of this agreement will continue to be entitled to sick leave, illness in family leave, holidays and floating holidays as long as they are employed on a continuous basis without a break in service.

The following teacher aides and assistants are eligible for sick leave. Illness in family leave, holidays and floating holidays if employed less than seven (7) hours per day. Five (5) days per week based on their continuous employment with the District on or prior to July 1, 1992. Entitlement to these benefits will be calculated in accordance to provisions contained in the bargaining agreement ending June 30, 1992:

Katherine Doty	Cynthia Soine
Janice Hastings	Roberta Southard
Kathy Hunter	Jeanne VanDusen
Deborah Landers	Sandy VanHorn
Sheila Mack	Monica Waite
Judy Meagher	Julie Woods

ARTICLE XIII
Retirement Benefits

Employees covered under this contract shall be granted retirement benefits in the New York State Employees Retirement System. The non-contributory provisions of the retirement system shall be available for eligible employees.

The retirement plan in effect shall be 1/50 retirement plan (75-i) with the sick leave option (41J) and guaranteed minimum death benefit (60b).

ARTICLE XIV
Wages

Section 1. Salary Increases

Individual salary increases shall be in accordance with the schedule agreed upon by the parties during negotiations. In general, employees will receiving the following salary increases, except as set forth in the schedule agreed upon by the parties:

Effective July 1, 2008, all returning employees covered under this Agreement shall receive a 4.75% increase over that employee's 2007-2008 hourly rate of pay.

Effective July 1, 2009, all returning employees covered under this Agreement shall receive a 4.75% increase over that employee's 2008-2009 hourly rate of pay.

Effective July 1, 2010, all returning employees covered under this Agreement shall receive a 4.75% increase over that employee's 2009-2010 hourly rate of pay.

Effective July 1, 2011, all returning employees covered under this Agreement shall receive a 4.75% increase over that employee's 2010-2011 hourly rate of pay.

Section 2. Longevity/Educational Enhancement

In recognition of the enhanced contribution to the teacher aides and assistants offer by providing continuous service to the Cato-Meridian Central School District over a number of years and/or those who pursue education course work to further their job skills, employees will be eligible for a special annual stipend. Effective July 1, 2008, longevity rates will be as follows (not cumulative and not retroactive):

Longevity Enhancement

Five years of continuous service:	\$400
Ten years of continuous service:	\$600
Fifteen years of continuous service:	\$800
Twenty years of continuous service:	\$1000

Employees who complete degree requirements will be eligible for the following annual stipend.

Degree Enhancement

Associate's Degree:	\$150 Stipend
Baccalaureate Degree:	\$300 Stipend

Longevity and/or educational enhancement stipends will be paid as a lump sum through a separate paycheck in July of each year.

Section 3.

Teacher aides assigned to the lunchroom will receive a fifty-cent (\$.50) per hour stipend for this duty.

Section 4. Starting Rates

Increase the starting hourly rate for educational aides as follows:

2008-2009	\$7.71
2009-2010	\$7.92
2010-2011	\$8.14
2011-2012	\$8.36

Increase the starting rates for teacher assistants as follows:

2008-2009	\$8.58
2009-2010	\$8.90
2010-2011	\$9.23
2011-2012	\$9.58

Educational Aides, who are employed for at least 5 months during the school year, shall be compensated at a rate equal to one half of the approved increase until such time as their anniversary date is reached.

ARTICLE XV
Holidays

Employees covered under this contract who regularly work 5.0 or more hours per day shall be compensated at their respective daily rates of pay for the following holidays:

Columbus Day	Martin Luther King's Birthday
Veterans Day	Presidents Day
Thanksgiving	Good Friday
Christmas Day	Memorial Day
New Years Day	

Floating holiday at employee's request subject to the prior approval of the Superintendent of Schools or designee.

If the District grants paid holidays to other District employees, bargaining unit members shall receive the same paid holidays if they are not covered by the holiday schedule in the collective bargaining agreement.

ARTICLE XVI
Extra-Curricular Pay

Section 1.

Any aide or assistant who is appointed to an extra-curricular duty for which compensation is normally paid shall receive the rate of pay offered this duty by the school district.

Section 2.

District will amend rates to reflect the rates negotiated in the teacher’s agreement if such rates are increased in the future.

Sports Events

	<u>Upon Execution of Contract</u>
Basketball (Home Games)	\$51.00
(Away Games)	\$62.00
Wrestling	\$38.00
Football	\$51.00
Thirty Second Clock Operator	\$47.00

Other Events

Full day activities	\$69.00
Half day activities	\$38.00
Evening activities	\$38.00

2.1 This schedule applies for the following types of activities: (It is understood that these activities would be compensated for only if supervision was deemed necessary by the administration).

- a. Admission charged sports events
- b. Concerts
- c. Play days
- d. Tournaments
- e. Student Conference Days

2.2 This schedule does not apply to normal voluntary teacher chaperoning activities such as:

- a. Student dances

- b. Sports nights
 - c. Individual Teacher Originated Activities
 - d. Other activities sponsored by student groups
- 2.3. People on this schedule should be volunteer individuals selected by the administration. It is recognized that when this is accomplished, better control will be established and confusion over assignments will be eliminated.
- 2.4. If enough qualified volunteer individuals are not available, vacancies may be filled by assigning qualified teachers who have not previously chaperoned. Such assignment will not exceed two home or one away event. Teachers will be paid at the established rate.

ARTICLE XVII
Union Rights and Dues Deduction

Section 1. Dues Deduction

- 1.1 The Superintendent of the Cato-Meridian School District agrees to deduct from the salaries of its employees membership dues for the union.
- 1.2 The union will certify to the Superintendent, in writing, the current rate of its membership dues or representation compensation fee. If the union changes the rate of its membership dues, it will give the Superintendent thirty (30) days notice prior to the effective date of such change.
- 1.3 Deductions will be made in the following manner. Membership dues, as certified above, will be deducted after ratification of this Agreement. An employee must submit to the District Office, on the approved form, a request for payroll deductions for union dues during the month of September in order to be included in the first payroll of October or during the month of January in order to be included in the first payroll of February of any school year. The District shall deduct beginning with the first payroll period after submission of the proper form, the amount as indicated on the form.

The above date will not apply to employees hired after said dates. Those employees will be allowed thirty (30) days from the commencement of their employment to authorize such deduction.

The union agrees to hold the employer harmless in terms of indemnification against damages and the payment of reasonable attorney's fees from any claims which may arise from Article XVII, Section 1.1 or any claims by an employee arising from deductions made by the employer. Once the funds are remitted to the Union their disposition is the exclusive obligation and responsibility of the union.

Section 2. Information

- 2.1 Effective October 1st of each calendar year, the District will supply to the union a complete list of bargaining unit employees including their date of hire and classification.

Section 3. Visitation

- 3.1 Employee unit representatives shall have the right to visit the District and discuss business with District employees during an employee's non-assigned time as long as they confine their discussion to business and it does not interfere with the job responsibilities of the employees.

Section 4. Bulletin Board and Meetings

- 4.1 The District will designate a bulletin board in each building at a convenient location for union announcements, job postings and meeting notices.
- 4.2 The School District agrees that the facilities of the school shall be available for union meetings when such does not interfere with any scheduled event or involve any cost to the school district. Application for use of the facility shall be made in accordance with already established procedures.

Section 5. Distribution of Negotiated Agreement

- 5.1 The District agrees to have this Agreement prepared and duplicated and will supply the divisional president of the bargaining unit with a copy for each employee covered under this Agreement.

Section 6. Labor Management Committee

- 6.1 A labor-management committee shall be established whereby employees covered by this Agreement, (not to exceed 3), a Union Staff Representative, and representatives of the District shall normally meet quarterly at mutually agreed upon times, to discuss the administration of the collective bargaining agreement, work related problems, and health and safety concerns.

Section 7 VOTE/COPE

- 7.1 The District agrees to deduct from the salaries of bargaining unit members an amount of money that said members individually and voluntarily authorize the District to deduct and transmit such monies promptly to SEIU VOTE/COPE. The bargaining unit member's authorization shall be in writing by a uniform card furnished by the Association.

The Association assumes responsibility for the proper withholding of funds from bargaining unit members for VOTE/COPE, and shall save harmless the District for liability arising out of the withholding of such funds.

ARTICLE XVIII
Duration Clause

Section 1.

This agreement, except as otherwise indicated, shall continue in full force and effect from July 1, 2008 to June 30, 2012.

Section 2.

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 terms and conditions of employment and other subjects or matters not removed by law from the areas of collective bargaining, 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 Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any term and condition of employment or any other subject or matter not specifically referred to or covered in this agreement, even though such term and condition of employment or other subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they bargained or signed this agreement.

Section 3.

If any provision of this Agreement shall be found contrary to law, that provision shall be considered void, but all other provisions shall continue in full force and effect.

CMCS Educational Aides

Dated: _____

Local 200 United, SEIU

Dated: _____

Superintendent of Schools

Dated: _____