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AGREEMENT

between the

SUPERINTENDENT OF SCHOOLS

of the

CATO-MERIDIAN CENTRAL SCHOOL DISTRICT

and the

CATO-MERIDIAN ADMINISTRATORS' ASSOCIATION,

Effective July 1, 2011 through June 30, 2014

ARTICLE 1
RECOGNITION

Section 1.

The Board of Education of the Cato-Meridian Central School District (hereinafter sometimes referred to as the “Board”), has recognized the Cato-Meridian Administrators’ Association, (hereinafter sometimes referred to as the “Association”) as the exclusive bargaining agent for the unit described as follows:

Included: All regularly employed full-time and part-time employees in the following instructional titles: High School Principal, Middle School Principal, Elementary School Principal, Assistant Principal, and Director of Pupil Services.

Excluded: All other titles and employees.

ARTICLE 2
MANAGERIAL RIGHTS

The Association recognizes that all matters pertaining to the policies that affect the management and operation of the school system, including its educational and fiscal affairs, are the basic responsibility of the Board pursuant to the Education Laws of the State of New York except as these policies are specifically modified by the terms of this Agreement.

Section 1.

The Association recognizes that the District retains the sole and exclusive right and authority to manage the business of the District, including, but not limited to the right and authority to plan, direct and control its operations; to determine the location, design, size and number of buildings; to decide the business hours of its operations; to decide the types of educational service it shall provide within lawful limitations; to determine the starting and quitting time for employees, work schedules and number of hours to be worked; to select, implement and modify as needed the method for recording and accounting for time worked and time absent; to have the sole right to discipline, suspend with or without pay, and to discharge employees in accordance with the law; to hire, layoff, assign, transfer, and promote employees in accordance with the law; to select and hire, to promote to a better position, to make assignments subject to impact negotiations; to introduce new or improved methods, techniques, and programs; to evaluate employees; to determine the number of employees; to consolidate programs; and to make reasonable rules and regulations pertaining to employees covered by this Agreement.

Section 2.

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 Association.

Section 3.

In the exercise of such rights above the Management of the District shall comply with the provisions of this Agreement. It is further agreed that the final decision of the District made by the Superintendent of Schools with respect to any of the above matters shall not subject to review under the grievance procedure.

ARTICLE 3
GENERAL ABSENCE PROVISIONS

Section 1. Personal Leave Days

- 1.1 Unit members shall be allocated five (5) personal leave days each work year (July – June) which must be requested at least three days in advance unless an emergency exists which was not known in advance by the unit member. Personal days may be taken in full or half-day increments. Unit members may use personal leave days annually for religious observance days. Personal days may not be used for social or recreational purposes.

Section 2. Personal Illness and Family Illness Days

- 2.1 Unit member shall be granted fifteen (15) personal illness days for each school year on July 1, to a maximum of two hundred (200) personal illness days.
- 2.2 Unit members shall be granted eight (8) family illness days for each school year. Family illness days may be used to care for a spouse, child, parent, including a step-parent. A medical certificate verifying the illness in the family necessitating the unit member's absence may be required at the discretion of the Superintendent. Family illness days shall be deducted from personal illness leave days.

Section 3. Bereavement Days

- 3.1 Unit members are granted up to five (5) bereavement leave days in the event of the death of a spouse, child, sibling, parent of either spouse, including foster or step parents.

Unit members are granted up to three (3) days in the event of the death of a grandparent of either spouse, aunt, uncle, nieces, nephews, or any relative who is a member of the employee's household.

Section 4. Jury Duty

Unit members shall be granted leave with pay for jury duty or proceedings arising out of the employee's employment in which the unit member is a defendant. Proceedings in which the employee is involved against the interests of the District are excluded from this provision.

Section 5. Leave Without Pay

- 5.1 Any unit member may be granted by the Superintendent up to twenty (20) consecutive days of leave without pay within a given work year which shall be defined as short term leave. The Superintendent may, at his or her sole discretion, grant additional leave without pay for unusual and justifiable instances. The Superintendent's decision shall not be subject to the grievance procedure.
- 5.2 The amount deducted for short-term leave shall be the unit member's per diem rate.
- 5.3 Tenured unit members may be granted by the Board of Education up to one-year leave without pay, which shall be defined as long term leave.

Section 6.

Unit members shall be granted the following twelve (12) paid legal holidays. The actual day of observance for a holiday may be changed by action of the Board.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving
Memorial Day	Day After Thanksgiving
Fourth of July	Christmas

Unit members shall not be required to work on any other regularly scheduled day between September and June if the Board of Education or Superintendent does not require teachers to report for duty. This provision shall include additional holidays, but shall not include school breaks.

Unit members shall be expected to work on the first three (3) snow days in any school year. Unit members shall arrive to work on a snow day as soon as is safe and practically possible. In the event of extenuating circumstances that prevent the unit member from coming to work on a snow day, the unit member shall contact the Superintendent of Schools to discuss the situation.

Section 7.

Per diem rates shall be calculated on the basis of 1/200 for a ten (10) month employee, 1/220 for an eleven (11) month employee and 1/240 for a twelve (12) month employee.

Section 8. Sick Bank

All unit members shall contribute two (2) sick days annually to the sick bank until the bank reaches one hundred (100) days. Sick bank days may be granted by the Superintendent to unit members who have a serious illness or injury, cannot work, and have exhausted all of their paid leave time (sick, vacation and personal). The Superintendent may request medical documentation prior to making a decision on a request for sick bank days. The District shall maintain all records regarding the sick bank.

ARTICLE 4
WORK YEAR AND VACATIONS

Section 1. Work Year/Day

- 1.1 Unit members shall work a twelve (12) month work year beginning on July 1st and ending on June 30th of each year.

Section 2. Vacations

- 2.1 Twelve (12) month unit members shall be granted twenty (20) vacation days on July 1st of each work year and vacation time shall be requested by the Unit member and approved in advance by the Superintendent, unless an emergency exists.
- 2.2 Unit members may carry over up to ten (10) unused vacation days annually. Accrued vacation days including the current entitlement shall not exceed thirty (30) days.
- 2.3 Unit members severing employment with the District shall be paid for all unused vacation days at the unit member's per diem rate. Payment for vacation days accrued in the last year of employment shall be pro-rated.
- 2.4 Unit members shall earn 1 extra vacation day per year for every five (5) years of service to the District as an administrator, to a maximum of twenty-five (25) vacation days.

Section 3. Board Meetings

- 3.1 Unit members shall be required to attend the first Board of Education meeting in each month during the school year. Unit members may be required to attend up to one (1) additional Board of education meeting per month during the calendar year as deemed necessary by the Superintendent of Schools on an individual basis for the purpose of addressing topics pertaining to the unit member's professional responsibilities.

ARTICLE 5
HEALTH INSURANCE

The Board agrees to continue the hospital/medical insurance plan in effect as of the signing of this agreement, or a comparable insurance plan, mutually agreed upon by the District and the Cato-Meridian Administrators' Association applicable to all persons covered under this agreement.

Section 1. Health Insurance

Unit Members shall pay ten (10%) of the cost of an Individual Plan and twenty-five percent (25%) of the difference between the cost of Family and Individual Plan.

Section 2. Health Insurance In Retirement

Unit members who retire from the District with an undiminished retirement, and who have ten (10) continuous years of service to the District prior to their retirement, shall receive health insurance in retirement with the District contributing fifty percent (50%) to the family premium and seventy-five percent (75%) to an individual premium.

Section 3. Dental Insurance

The District agrees to pay one-hundred percent (100%) of the cost of either an Individual or Family Dental Plan.

ARTICLE 6
COMPENSATION

Section 1. Salary Increases

Unit Members shall receive the following increases in their base salary:

2011-2012	2.75%
2012-2013	0%
2013-2014	2.75%

Effective July 1, 2012, the elementary principal shall receive \$1,000.00 added to his base salary.

Retroactive salary payments shall be made only to those unit members in the employ of the District at the time the Unit ratifies this Agreement.

Section 2. Longevity

After 10 years of total service to the District, \$500 shall be added to the base salary annually.

After 15 years of total service to the District, \$750 will be added to the base salary annually.

After 25 years of total service to the District, \$1500 will be added to the base salary annually.

Section 3. IRS §125 Plan

The District make available to Unit Members an IRS §125 plan. The District shall pay for any costs in administering this plan.

Section 4. Mileage Reimbursement

The District shall reimburse Unit Members at the IRS rate when a personal vehicle is used for District related travel.

ARTICLE 7
PERSONNEL FILES

Unit Members shall be entitled to inspect the contents of their personnel files upon notice to the Superintendent. Unit Members shall also be entitled to attach a response or rebuttal to any document placed in their personnel file that may be derogatory or critical of the Unit Member's performance or actions.

ARTICLE 8
PROFESSIONAL DEVELOPMENT

Section 1. Conferences/Professional Development

The District shall allocate \$2,500.00 per year to the Unit for the purposes of conferences, in-services and graduate credit reimbursement. Such conferences or courses must be related to the Unit member's job, and must be approved in advance by the Superintendent who has sole authority to approve or disapprove such conferences or courses. The Superintendent's decision in this regard shall not be subject to the grievance procedure. National conferences shall be subject to Board of Education approval. National conferences must be rotated amongst bargaining unit members on an annual basis. Any unused conference funds shall be carried forward into successive school years to a maximum of \$5,000.00.

Section 2. Graduate Credit Reimbursement

Unit members may be reimbursed for three (3) graduate credits per semester for a maximum of six (6) credits per school year, for pre-approved, job related courses. To receive reimbursement the unit member must take a course related to his/her job, the course must receive prior approval of the Superintendent and the Unit Member must present proof of a passing grade in the course.

ARTICLE 9
EVALUATION

Each Unit member shall be evaluated, in writing, at least one time per year. The Unit member shall have the right to attached a written response to the evaluation. Any written response is to be submitted to the Superintendent of Schools within fifteen (15) work days after receiving the evaluation.

ARTICLE 10
GRIEVANCE PROCEDURE

It is the desired objective of the parties to encourage the prompt and informal resolution of complaints in relation to the provisions of this agreement as they arise and to provide recourse for orderly procedure for the satisfaction of such grievances.

Level One- The aggrieved Unit member shall orally present his/her grievance in writing to the Superintendent of Schools within five (5) work days from the date in which the aggrieved learned of the potential problem or grievance.

Level Two- Within ten (10) work days from the receipt of a level one request, the Superintendent of Schools shall orally and informally discuss the grievance with the aggrieved and the Unit President. If the grievance is not satisfactorily resolved, the Superintendent will render in writing, his/her determination of the matter to the aggrieved member within the ten (10) work days after the meeting.

Level Three- The aggrieved Unit member may, within five work days of receipt of the notice of determination by the Superintendent of Schools make a written request to Cornell Upstate Arbitration and Mediation program for the appointment of an arbitrator, to be mutually selected by the parties. Such arbitration shall be non-binding and an ultimate determination shall be made by the Board of Education.

The arbitrator's decision will be in writing and will set forth his/her findings, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions, which require the commission of an act prohibited by law or which violates the terms of this agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of the agreement.

ARTICLE 11
NO STRIKE PLEDGE

Section 1.

The Association does hereby affirm the policy that it does not assert the right to strike against the school system, nor will it assist or participate in any such strike by the employees, nor will it impose any obligation of said employees to conduct, assist or participate in a strike.

ARTICLE 12
COMPLETE AGREEMENT

Section 1.

This agreement constitutes the entire agreement between the District and the Association. During its life, neither party will be obligated to collectively negotiate with respect to any subject or matter referred to or covered in it or with respect to any subject or matter not specifically covered in it. In reaching this agreement, the District and the Association have considered all matters lawfully subject to collective negotiations. This agreement may be amended or supplemented only by further written agreement between the parties. A party desiring amendment or supplement will notify the other party, in writing, stating the substance of the amendment or supplement desired, but the other party will not be obligated to discuss or agree to such proposed amendment or supplement. All terms and conditions of employment not covered by this agreement shall continue to be subject to the District's direction and control and shall not be the subject of negotiations until the commencement of negotiations for a successor to this agreement.

Section 2.

The masculine gender wherever used herein shall be construed to include both masculine and feminine, and the singular shall be construed to include both the singular and plural unless the context clearly indicates otherwise.

ARTICLE 13
DURATION AND APPLICATION OF AGREEMENT

Section 1.

Except as otherwise provided within the provisions contained herein, this agreement shall take effect on the date that it is ratified by both parties and it shall continue in full force and effect until June 30, 2014. This agreement shall apply to employees in the negotiating unit who are in active employment on the date that the agreement is ratified or approved by both parties.

Section 2.

The Agreement shall constitute the full and complete commitments of the District to the Association. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and that each party to this Agreement voluntarily and unqualifiedly, waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any term or condition of employment or other subject or matter or impact to such subject or matter not specifically referred to or covered in this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the District direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to the Agreement.

Section 3.

If any provision of the agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, or would tend to impinge upon or reduce in any way the duties or responsibilities of the Board of Education as defined in Section 1709, 1711, 1804 or other sections of the Education Law pertaining to the duties and responsibilities of the Board of Education of Cato-Meridian Central School District or the Superintendent of Schools, then such provision or application shall not be deemed valid or subsisting, but all other provisions or applications will continue.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of June, 2012.

Cato-Meridian Central School District

Noel Patterson
Superintendent of Schools

Sean Gleason
President, Cato-Meridian Administrators Association