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Contract Database Metadata Elements

Title: **Cato-Meridian Central School District and Cato-Meridian Clerical Personnel Association (2013)**

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

Union: **Cato-Meridian Clerical Personnel Association**

Local:

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ARTICLE I

Conditions and Scope of Agreement

The articles here-in-after describe the terms and conditions of employment agreed upon through informal negotiations between the Chief School Officer, acting in behalf of the Cato-Meridian Central School District, and the Cato-Meridian Clerical Personnel Association.

ARTICLE II

Declaration and Pledge of No-Strike Policy

In consideration of the agreement, and in conformance with Section 210 of the Taylor Law, 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 III

Grievance Procedures

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 a simple, straight-forward and uncomplicated manner as possible. It will ensure that the employee, using the procedure, will not be subject to coercion, interference, restraint, discrimination or reprisal of any kind.

2. Definitions:

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

3. Basic Principles:

- a. An employee shall have the right to be represented at any stage of the procedure by a person of her 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not presented within the time limits provided at each respective step of the grievance procedure shall be deemed withdrawn.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 during their working time, to discuss or process grievances unless they have requested and received permission to do so from the administrator in charge. Such permission shall not be unreasonably withheld or denied.
- f. Each administrator shall have the responsibility to consider promptly each grievance presented to him or her and make a determination within the authority delegated and 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 stage.
- 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.

4. Procedures:

Step 1- (Informal)

The grievance shall be presented orally by the aggrieved employee to 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 resolution of the grievance, then:

Step 2 – (Formal)

The aggrieved employee shall submit 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 or her, 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 the supervisor's written decision, submit her 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 with the aggrieved employee for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting, then:

Step 4

The aggrieved employee may, within five (5) working days from the date of receipt of the Superintendent's decision, request in writing a hearing before the Board of Education. All written statements and records of the case shall be submitted to the President of the Board of Education by the Superintendent of Schools. The Board shall hold a hearing to obtain further information regarding the case. The Board shall render a decision within fifteen (15) working days after the hearing. The decision of the Board of Education shall be final and binding.

**Cato Meridian Central School
Cato, New York**

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: _____, 20_____

ARTICLE IV

SICK LEAVE, PERSONAL LEAVE AND FUNERAL LEAVE

1. SICK LEAVE:

- a. All employees covered under this agreement shall be granted sick leave of one (1) day for each month of employment, cumulative.
- b. 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 \$500.00 will be provided annually to all employees, covered under this agreement, who do not utilize sick leave. A \$250.00 stipend will be provided to employees who use no more than three sick days annually.

Employees covered under this agreement shall be permitted to use sick leave for illness in the immediate family.

The immediate family shall be defined as parents, including mother-in-law and father-in-law, brother-in-law, and sister-in-law, foster or step parents, spouse, children, brother or sister, grandparents and grandparents of spouse, grandchildren, or other person who is a member of the employee's household or for whom the employee serves as guardian.

2. SICK DAY BANK:

A Sick Day Bank will be established for the benefit of clerical employees under the following conditions:

- a. All contributions will be voluntary.
- b. Any employee covered under this agreement shall be eligible to participate.
- c. The sick day bank may only be used for involuntary disabilities or illnesses not covered under Workers' Compensation. Involuntary illness or disability shall be further defined as a period during which a person is recuperating for an injury resulting from an accident or a prolonged serious and catastrophic illness.
- d. Each clerical unit employee enrolling in the bank will donate two days of sick leave to the bank each year until there is a maximum total of 60 days. No more days will be added, except by new membership, until the bank is depleted to 30 days. "New Membership" shall be defined to mean employees who are newly-employed in the clerical unit.
- e. Newly employed clerical personnel have the option of enrolling in the Sick Day Bank at any time through their first anniversary date of clerical employment with the District.
- f. A person withdrawing from the unit will not be able to withdraw the contributed days.
- g. 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 leave without pay.
- h. A person will not be able to withdraw days from the bank unless that individual is a member of the bank and until personal sick leave is depleted.
- i. A maximum of 15 days may be drawn by each individual member from the bank each year during the life of the agreement.
- j. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.

- k. The Clerical Personnel Association, in cooperation with the Superintendent of Schools, will administer this bank and supervise its operation.
- l. By October 15th of each year, the names of contributing members to the Sick Day Bank will be submitted to the District Office.
- m. Members of the Clerical Personnel Association shall receive an annual accounting of total days contributed to the Sick Leave Bank.

3. PERSONAL LEAVE:

- a. Employees covered under this contract shall be granted six (6) days personal leave per annum.
- b. Personal leave is to be used for matters which cannot be scheduled outside of regular school hours.
- c. Personal leave should 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). This would cover the funeral of a neighbor or other non-relative who is very close to the employee.
 - ❖ Emergencies or other personal reasons at the discretion of the employee's immediate supervisor.
- d. Unused personal days not to exceed a total of 30 days will be added to the accumulated annual sick leave.

4. BEREAVEMENT:

In the event of a death of one of the following members of an employee's family: parents, (including mother-in-law, father-in-law, foster or step-parents) spouse, children, brother or sister, brother or sister-in-law, grandparents, grandparents of spouse, grandchildren or other persons who reside in the household, the employee shall be paid at their regular rate for up to four days.

In the event of a death of one of the following members of an employee's family: aunts, uncles, nieces or nephews, the employee shall be paid at their regular rate for up to three days.

ARTICLE V

Members of the Cato-Meridian Clerical Personnel Association shall have expenses paid for five (5) evening meetings of the Cayuga County Educational Secretaries Association per year provided prior approval for attendance is obtained from the Superintendent of Schools.

The Cato-Meridian Central School District shall provide expenses for the attendance of four (4) members of the Cato-Meridian Clerical Personnel Association at the New York State Educational Secretaries Association Conference provided prior approval for attendance is obtained from the Superintendent of Schools.

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 the prior approval of the Superintendent of Schools 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.

ARTICLE VI

Vacation

1. Clerical personnel will be entitled to two weeks vacation with pay after completion of their first year of clerical employment, based upon the school's fiscal year: July 1 – June 30. First year employees who have not yet completed one full year of employment shall be entitled to a proration of vacation days (5/6 per month) for days accrued during the fiscal year. These days must be utilized during the second fiscal year of employment.

Employees must begin work on or before the 15th of the month to be eligible to count that month for vacation accumulation purposes. Fractional day accumulations shall be equated to one full day. Clerical personnel, who were formerly employed by the District as an educational aide or assistant, should be given vacation service credit based upon the criteria established in Article VI of the 1985-87 agreement between the District and the Educational Aides.

One additional day of vacation will be granted for each succeeding year of employment through the next five (5) years as an employee of the school district. One additional day will also be granted for each succeeding year of employment between year ten and fourteen, thereby entitling an employee to 20 days of vacation at the completion of her 14th year.

2. A maximum of two weeks, or 10 working days, of this vacation time may be taken during the summer months, unless arrangements are made with the administrator in charge.
3. Up to five days of annual vacation leave may be "rolled over" into the following year with the prior permission of the Superintendent of Schools.
4. At the termination of employment, any accrued, unused vacation time for the current year shall be paid to the employee by the school district unless a special arrangement is made by the Superintendent of Schools or his designated representative.

Holidays

Section I:

All employees covered hereunder shall be entitled to the following paid holidays:

New Year's Eve	Labor Day
New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Fourth of July	Christmas Day

Section II:

If a holiday falls on a Saturday, the preceding Friday shall be celebrated as the paid holiday, and if a holiday falls on a Sunday, the following Monday shall be celebrated as the paid holiday. If a holiday falls on a day when school is not in session, the employer, and the Association, shall decide upon a compensatory day off with pay.

Section III:

In addition to the above-listed fourteen paid holidays, employees covered under this agreement shall also be entitled to one paid floating holiday which is subject to the prior approval of the administrator in charge.

Section IV:

If school is in session for a full day before the Thanksgiving holiday, the clerical unit will work their regular hours. If school is dismissed early, the clerical unit will be dismissed one hour after the last bus run. If school is not in session, the clerical unit will not need to report to work.

ARTICLE VII

Health/ Dental / Vision Insurance

It is agreed that the Board of Education shall contribute on behalf of each employee participating in the school health insurance program, 90% of the individual's premium for the 2010-2011 contract year, 87.5% of the individual's premium for the 2011-2012 contract year and 85% of the individual's premium for the 2012-2013 school year and 75% of the employee's dependent's premium.

The District shall contribute up to \$250.00 or the cost of the plan whichever is less for dental insurance providing individual coverage to employees included under this agreement.

In the event family dental coverage is made available the District and the Clerical Personnel Association will negotiate terms of agreement.

All members of this bargaining unit are entitled to participate in the school districts Flexible Spending Plan.

Effective with the approval with this Agreement, the District agrees to permit employees to participate in a Vision Care program selected by this unit. The employee shall be responsible for the payment of any and all premiums for one specified plan selected by the local unit and shall provide payroll deductions for such premium payments. The employee may elect to pay the premiums through the District's Flexible Spending Plan in accordance with the requirements of section 125 of the Internal Revenue Code and its implementing regulations.

Beginning on July 1, 1985, the district will contribute seventy-five (75%) percent of the premium for the health insurance plan to the employee's individual coverage and fifty (50%) percent of the premium for the employee's dependent coverage for members of the negotiating unit who retire on or after July 1, 1985.

It is understood and agreed that because of the informal nature utilized in bargaining with the Cato-Meridian Clerical Personnel Association, the District will strive to maintain benefit levels commensurate with those provided to other employee groups in the school district.

ARTICLE VIII

Section I- Appointments

Vacancies occurring in clerical positions within the bargaining unit or in extra duty assignments traditionally filled by clerical personnel, will be posted in the District Office and the three building offices. Selection for appointment will be based on relevant qualifications including training experience and demonstrable quality of work performance, as determined by the District.

Clerical employees who apply for a vacant position will be afforded a personal interview to discuss the viability of their candidacy.

Section II- Layoff

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.

Seniority shall begin from the effective date of service with the clerical unit and shall be based on continuous employment with the clerical unit, with the exception of unpaid leaves of absence. If a conflict should arise between parties regarding the similarity in date of effective service within the clerical unit, the date of appointment shall be the determining factor.

Section III- Separation From Employment

When an employee is separated from service for other than disciplinary reasons, 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 or her decision. The applicant has the opportunity to respond in writing.

ARTICLE IX

Employment Work Schedule

All employees of the Cato-Meridian Clerical Personnel Association shall be employed on an annual twelve month basis. Work days shall consist of 8 hours per day, 5 days per week, including ½ hour for lunch. On student vacation days within the adopted student calendar, the day shall be 7 hours, including ½ hour for lunch.

All employees of the Cato-Meridian Clerical Personnel Association will be expected to work on the first three (3) snow days and arrive to work as soon as it is safe and practically possible. After the clerical members get to work and if the weather conditions are projected to be hazardous, the clerical members will then be dismissed. If the clerical member is unable to report to work due to weather conditions, they must notify their supervisor and will not be charged a personal, vacation or a sick day. If school is delayed the clerical members will follow the announced time. If school is dismissed early, the clerical members will be dismissed one hour after the last bus run.

ARTICLE X

Employees covered under this agreement shall be granted retirement benefits in the New York State Employee Retirement System. The noncontributory provision of the retirement system shall be available for eligible employees.

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

Extra Curricular Pay

Any clerical unit personnel 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 as stipulated under Article XVII in the current agreement with the Cato-Meridian Teachers' Association.

Enhancements

Clerical Unit Personnel responsible for the following areas shall receive:

Preschool/Elementary Data Coordinator:	\$1,500
Middle School Data Coordinator:	\$1,500
High School Data Coordinator:	\$2,500
Special Education Data Coordinator:	\$2,500
Central Treasurer:	\$1,500

Longevity Enhancement

Clerical Unit Personnel with five (5) years or more service within the clerical unit will be eligible for longevity pay enhancements for the term of this contract.

A. Five years of continuous service:

2013/2014= \$ 1025

2014/2015= \$ 1100

2015/2016= \$ 1175

B. Ten years of continuous service:

2013/2014= \$ 1375

2014/2015= \$ 1450

2015/2016= \$ 1525

C. Fifteen years of continuous service:

2013/2014= \$ 1675

2014/2015= \$ 1750

2015/2016= \$ 1825

D. Twenty years of continuous service:

2013/2014= \$ 1975

2014/2015= \$ 2050

2015/2016= \$ 2125

E. Twenty- Five years of continuous service:

2013/2014= \$ 2275

2014/2015= \$ 2350

2015/2016= \$ 2425

NEW

All clerical unit personnel covered under this agreement shall receive salaries as follows:

New Clerical Personnel or newly created Clerical position hired within this contract shall be paid according to the following Step system:

STEP	2013-2014	2014-2015	2015-2016
1	25,263	25,769	26,284
2		25,895	26,413
3			26,542

Clerical Personnel in the Association *not* on Steps-

July 1, 2013 – June 30, 2014: 2.5%

July 1, 2014 – June 30, 2015: 2.5%

July 1, 2015 – June 30, 2016: 2.5%

ARTICLE XII

This agreement, except as otherwise indicated, shall continue in effect from July 1, 2013 to June 30, 2016.

The parties agree that all items contained in this agreement have been discussed during negotiations leading to this agreement, and that negotiations will not be re-opened at any time on any article contained herein before the re-opening date for negotiations as set forth in the Guidelines.

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

Parties have set their hand and seal this _____ day of _____, 20__ at the Cato-Meridian Central School, Cato, New York.

CMCS Clerical Personnel Association

Chief School Officer

CMCS Clerical Personnel Association

ARTICLE XII

This agreement, except as otherwise indicated, shall continue in effect from July 1, 2013 to June 30, 2016.

The parties agree that all items contained in this agreement have been discussed during negotiations leading to this agreement, and that negotiations will not be re-opened at any time on any article contained herein before the re-opening date for negotiations as set forth in the Guidelines.

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

Parties have set their hand and seal this 17 day of December, 2013 at the Cato-Meridian Central School, Cato, New York.



CMCS Clerical Personnel Association



Chief School Officer



CMCS Clerical Personnel Association