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Middletown Enlarged City School  
District And Middletown Part-Time  
Clerical Staff

387      SD  
36160      WC

**COLLECTIVE NEGOTIATIONS AGREEMENT**

**BETWEEN**

**THE ENLARGED CITY SCHOOL DISTRICT**

**MIDDLETOWN, NEW YORK**

**AND THE**

**MIDDLETOWN PART-TIME CLERICAL STAFF**

**Effective July 1, 2001  
through June 30, 2005**

**NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD  
100 WEST 41ST STREET  
NEW YORK, N.Y. 10018**

**APR 24 2002**

**CONCILIATION**

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AGREEMENT this 11<sup>th</sup> day of April, 2002, between the MIDDLETOWN ENLARGED CITY SCHOOL DISTRICT (hereinafter the "DISTRICT") and the MIDDLETOWN PART-TIME CLERICAL STAFF (hereinafter the "UNION").

**I. RECOGNITION**

The Union shall be the sole and exclusive representative for all regularly employed hourly waged part-time clerical employees in the District.

**II. DUES DEDUCTION**

The District agrees, under the terms set forth below, to deduct dues for the Middletown Part-Time Clericals Unit, the Middletown Educational Clerical Association, and the Union's affiliates, from the salaries of employees who individually and voluntarily authorize such deductions on forms previously sanctioned by the District.

1. Such deductions shall be made in twenty-one (21) equal and consecutive installments. Each of the installments is to be transmitted to the Union within one (1) week of the date of deduction. The first transmittal shall be accompanied by a listing of members for whom deductions have been made and the amount deducted for each.

2. No later than two (2) weeks prior to the first October payroll date, the Union shall certify to the District the following:

- a. The current rates of membership dues.
- b. The payroll periods for which dues are to be deducted.

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- c. A list, and the original signed dues authorization cards, of those employees who have voluntarily authorized the deductions.

3. Additional authorizations submitted at least two (2) weeks prior to any regularly scheduled pay date shall be honored and deductions made in equal installments so that no unpaid balance remains after the last paycheck in June.

4. An employee may withdraw his/her authorization any time by written notice received by the District at least two (2) weeks prior to the effective pay period with full remittance of the unpaid balance to the Union.

5. To the extent required by State Law, employees who are not members of the Union shall be required to pay an agency fee to the Union in an amount equivalent to Union dues. The District shall deduct the agency fee from the salaries of all non-Union members and shall transmit the sum so deducted to the Union at the same time and in the same manner as dues deducted from the salaries of Union members. Upon request of any member or the District, the Union shall provide a detailed accounting of its expenditures and/or detailed description of its agency fee refund procedure to said member and/or the District. The Union represents that it has established and will maintain a procedure which provides for the refund, to any employee who so demands, of any part of an agency fee deduction which represents that member's pro rata share of expenditures in aid of activities or causes of a political or ideological nature only

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incidentally related to terms and conditions of employment. The Union will provide the District with a copy of the refund procedure prior to the deduction of any agency fees pursuant to this provision.

6. The Union shall indemnify and save and hold the District and any and all of its employees, representatives, officers and/or members of the Board of Education (collectively "employees") harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the District or any of its employees for the purpose of complying with the agency fee and dues deduction provisions of this Agreement and/or State Law.

### **III. WORKWEEK**

A. Hours. Employees are employed for such hours as meet the District's need. No employee's workweek may exceed 30 hours per week.

B. Break. If an employee's working day extends to as many as three (3) consecutive hours, provisions should be made for a ten (10) minute break. Such break time shall be over and above the total weekly hours contracted as per the memorandum of employment.

C. Lunch. No employee's schedule should be arranged in a manner which prevents having lunch at a reasonable time of day.

D. Emergency School Closings. In the event that school is closed on a scheduled school day, employees will be paid for the number of hours they would have normally worked on that day, and employees will not be required to report for work.

E. Twelve-Month Employees. Twelve-month employees are those employees regularly employed by the District on a twelve-month basis. Any other employee who, on a voluntary basis, agrees to work twelve months in any school year shall be considered a twelve-month employee for that school year.

#### IV. SALARY

A. Wages. The salary schedules for the 2001-2002, 2002-2003, 2003-2004, and 2004-2005 school years shall be as per Appendix "A."

B. Step Placement. All new employees may be placed on the salary schedule not higher than their number of years of prior clerical experience.

C. Longevity.

1. Employees who have completed five (5) years of service in the District shall receive an additional thirty-five (\$.35) cents an hour.

2. Employees who have completed ten (10) years of service in the District shall receive an additional thirty-five (\$.35) cents an hour, for a total of seventy (\$.70) cents an hour.

3. Employees who have completed fifteen (15) years of service in the District shall receive an additional twenty-five (\$.25) cents an hour, for a total of ninety-five (\$.95) cents an hour.

D. Employees shall be paid on an annualized ten or twelve month basis, depending upon the number of months they work.

## **V. HOLIDAYS**

A. Ten-Month Employees. Employees shall be paid for their normally scheduled daily hours on the following holidays:

1. Thanksgiving Day
2. Lincoln's Birthday
3. One day during spring vacation
4. Memorial Day
5. Martin Luther King Day
6. One day during Winter Vacation.

B. Twelve-Month Employees.

1. Paid holidays shall be as follows: New Year's Day; Martin Luther King, Jr. Day; Lincoln's or Washington's Birthday; Good Friday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day and Friday after; Christmas Day.

2. These days are only honored when they otherwise fall on a work day.



**VI. LEAVES OF ABSENCE**

**A. Sick Leave**

1. During the school year, an employee may be absent because of personal illness for an amount of time equal to five (5) days of the employee's regular workweek without loss of pay.

2. Twelve (12) month employees may be absent without loss of pay for an amount of time equal to 15 days of the employee's regular workweek because of personal illness.

3. Cumulative Sick Time. If an employee does not use the full amount of sick time allowed in any school year, the amount not used shall be accumulated from year to year not to exceed twenty-five (25) workdays. All sick leave time that was accumulated prior to the 1986-1989 contract remains in effect.

**B. Personal Days**

1. During the school year, an employee may be absent because of personal business of an urgent or important nature for amount of time equal to two (2) days of the employee's regular workweek without loss of pay and not to be charged against sick leave. Twelve (12) month employees may be absent without loss of pay for an amount of time equal to 15 days of the employee's regular work week without loss of pay because of personal illness. Prior approval from the employee's immediate supervisor is required. It is not necessary to reveal the nature of the personal business.

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However, employees will be required to report the nature of the personal leave on a form which contains the employee's name, day(s) and date(s) of the leave, signature of the administrator(s) granting approval, and a check list with the following:

- Legal Matters
- Ceremonies of a Family or Religious Nature
- Moving
- Medical Consultation
- Religious Holiday
- Funerals
- Family Emergency
- Educational/Professional Matters
- Other (specify)

This form must be submitted to the appropriate administrator prior to the use of the requested leave day.

2. Personal days are to be used for purposes which cannot be met at times other than those regularly scheduled during the school day.

3. All unused personal leave days will be added to the total of previously accumulated unused sick leave days. This will be performed annually as of July 1 of each year.

C. Vacation Leave.

1. Twelve Month Employees.

- a. Twelve (12) month employees must perform service on one-half (1/2) of the working days during Christmas, Easter and any other extended vacation period during the school year.

- b. Paid Vacations. (1) Twelve (12) month employees are entitled to an annual paid vacation according to the length of service involved as per the following chart:

<u>LENGTH OF SERVICE</u>	<u>NUMBER OF VACATION DAYS</u>
After Fewer than Five (5) Years of Completed Service	10 work days
After Five (5) Years of Completed Service	15 work days
After Six (6) Years of Completed Service	16 work days
After Seven (7) Years of Completed Service	17 work days
After Eight (8) Years of Completed Service	18 work days
After Nine (9) Years of Completed Service	19 work days
After Ten (10) Years or more to 20 Years of Completed Service	20 work days

2. If the annual service is less than twelve (12) months, but six (6) months or more prior to the beginning of the new fiscal year, vacation allowance shall be pro-rated. Example: Six (6) months of service =  $6/12$  of 10 = 5 days. At separation, vacation allowance shall be pro-rated in the same manner.

3. A newly appointed employee earns no vacation time if the employee has served less than six (6) months prior to July 1.

4. a. Vacations should be scheduled by the individual employee, subject to the employee's supervisor's approval. Ordinarily, vacations should be taken during during July and August.
- b. An employee who has unused earned vacation time on September 1 should confer with Personnel Services to verify the number of days still due. Such time must then be used up by June 30th of the same school year. If this is not possible, the employee may request an extension from the Superintendent.

#### **VII. SUPERVISION/EVALUATION**

The supervision and evaluation of the employee shall be the responsibility of the administrator directly in charge. The administrator shall complete a written annual evaluation for each employee prior to June 15 of each school year. A copy of the evaluation shall be given to the employee. At the time the evaluation is given to the employee, (s)he shall sign the original evaluation to acknowledge receipt. Upon request, the employee shall have the opportunity to discuss the evaluation with the administrator. The original evaluation shall be sent to the Personnel Office to be included in the employee's personnel file. The employee may respond in writing to any evaluation. Such response must be submitted to the administrator within 10 school days of the

employee's receipt of the evaluation, and will be attached to the evaluation and placed in the employee's personnel file.

### **VIII. CREDIT HOURS**

#### **A. Twelve Month Employees.**

1. Twelve month employees shall be given a \$30 salary adjustment for each in-service credit and for each college credit earned after July 1, 1998, provided that application to and prior approval of, is given by the immediate supervisor and the Superintendent of Schools.

2. The criteria for approval shall be:

- a. Development of new skills.
- b. Refinement of skills.
- c. The needs of the District.

3. The annual accumulation of such approved credits shall be no more than six (6) per semester.

4. Salary adjustment shall be made after evidence of satisfactory completion of the course has been filed with the Personnel Office.

5. Salary adjustment for summer credits will be reflected at full rate on the annual salary for the year. Credits completed in the fall semester will be reflected at a half rate on the salary year. Spring semester credits will be reflected on the salary of the following year.

B. Ten Month Employees. Effective July 1, 2001, section A shall apply to ten-month employees for all credits earned after July 1, 2001.

**IX. EMPLOYMENT**

A. Notice of Employment. Employees will be notified as to their employment status for the next school year as of June 30, where possible. Whenever possible, building principals will notify employees of their specific assignment for the new school year by September 1.

B. Memorandum of Employment. Each employee shall receive a copy of the Memorandum of Employment prior to November 15 of each school year.

C. Re-employment. The re-employment of an employee shall be annually based on a satisfactory evaluation, and is contingent upon the needs and financial status of the District

D. Personnel Memorandum. No later than two school days after the day of a Board of Education Meeting, during which unit positions are referenced in the Personnel Memorandum Section of the Board Agenda, the District will send the Union a copy of the Personnel Memorandum.

**X. SENIORITY**

If the number of unit positions is reduced, layoffs shall be in accordance with total seniority within the District.

**XI. TRANSFER**

Employees may request a transfer to a different building by submitting a written application to the Personnel Office. Such requests will be given consideration as vacancies occur.

**XII. GRIEVANCE PROCEDURE**

1. Definitions

- a. "Grievance" shall mean a claim by a unit member alleging a violation of a specific provision of this Agreement.
- b. "Aggrieved party" shall mean any person or group of persons in the unit filing a grievance.

2. Procedures

- a. All grievances shall include the name and position of the aggrieved party, the identity of the provisions of the Agreement, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

- b. No grievance will be entertained as described below, and such grievance shall be deemed waived, unless the grievance is forwarded at the first available stage within ten (10) working days after the employee knew or should have known of the act or conditions on which the grievance is based.
- c. If the decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
- d. The District and the Union agree to make available all nonconfidential material and relevant documents, communications, and records concerning the alleged grievance.
- e. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- f. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and his/her representative, if any, within the specified time limit shall permit the lodging of an appeal at the next step of the



procedure within the time which would have been allotted had the decision been communicated by the final day.

- g. If any provision of this grievance procedure or any application thereof to any employee in the unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent required by law, but all other provisions or applications will continue in full force and effect.

3. Step 1

- a. The grievant shall file a written grievance with the Superintendent of Schools within ten (10) working days after the employee knew or should have known of the act or conditions on which the grievance is based.
- b. Within five (5) working days after receipt of the grievance, the Superintendent of Schools or designee shall hold a hearing with the grievant and his/her representative, if any, and all other parties involved.
- c. The Superintendent of Schools or designee shall render a decision in writing to the employee and his/her representative,

if any, within five (5) working days after conclusion of the hearing.

4. Step 2

- a. If the grievant and/or his/her representative, if any, is not satisfied with the decision at Step 1, the grievant or Union shall file an appeal in writing with the Board of Education within ten (10) working days after receiving the decision of Step 1.
- b. Within ten (10) working days after the receipt of an appeal or the next regular Board of Education meeting, whichever is later, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- c. Within five (5) working days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance. This decision shall be final and binding upon all parties.

**XIII. IMPLEMENTATION**

This Agreement shall become effective upon its approval by the Union and the District.

**XIV. COMPLETE AGREEMENT**

This Agreement shall constitute the full and complete agreement between the parties hereto and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

**XV. DURATION**

This Agreement shall commence effective July 1, 2001 and terminate on June 30, 2005, inclusive.

**XVI. STATUTORY NOTICE**

IT IS AGREED BY AND BETWEEN THE PARTIES, THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW, OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties the day and year first above written.

Part-Time Clerical Staff

Enlarged City School  
District of Middletown

By: Mary Ann Golder  
President

By: Paul K. Johnson  
President, Board of Education

By: Karen B. Hirschfeld  
Negotiating Committee

Robert H. S...  
Superintendent of Schools

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**APPENDIX A****SALARY SCHEDULE (HOURLY)****RECEPTIONIST/TYPIST/CLERK**

	2001-2002 SCHOOL YR. EFF. 7/1/01	2002-2003 SCHOOL YR. EFF. 7/1/02	2003-2004 SCHOOL YR. EFF. 7/01/03	2004-2005 SCHOOL YR. EFF. 7/1/04
STEP 1	\$ 11.01	\$ 11.45	\$11.91	\$12.39
STEP 2	11.78	12.25	12.74	13.25
STEP 3	12.26	12.75	13.26	13.79
STEP 4	12.72	13.23	13.76	14.31
STEP 5	13.26	13.79	14.34	14.92
STEP 6	13.74	14.29	14.86	15.45
STEP 7	14.87	15.47	16.09	16.73
LONGEVITY				
AFTER 5 YRS.	0.35	0.35	0.35	0.35
AFTER 10 YRS.	0.70	0.70	0.70	0.70
AFTER 15 YRS.	0.95	0.95	0.95	0.95