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Contract Database Metadata Elements

Title: **Moravia Central School District and Moravia Central School Secretaries Association (2005)**

Employer Name: **Moravia Central School District**

Union: **Moravia Central School Secretaries Association**

Local:

Effective Date: **07/01/05**

Expiration Date: **06/30/10**

PERB ID Number: **5654**

Unit Size: **9**

Number of Pages: **16**

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SEC / 5654

AGREEMENT
BETWEEN
THE
MORAVIA CENTRAL SCHOOL DISTRICT

AND
THE

MORAVIA CENTRAL SCHOOL
SECRETARIES'
ASSOCIATION

FOR
THE
SCHOOL YEARS

7/1

2005-2006

2006-2007

2007-2008

2008-2009

2009-2010

6/30

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

ARTICLE I

The Moravia Central School Board of Education hereby recognizes the Moravia Central School Educational Secretaries Association as the bargaining agent for all school district employees who are included in the Educational Secretaries' negotiating unit.

This recognition shall continue in effect as long as a majority of the secretaries continue to designate the Association as its bargaining agent. No other unit will be recognized until 120 days prior to the annual meeting of that year.

The Superintendent agrees not to negotiate with any secretaries' unit other than the Association for duration of this agreement.

The Association affirms that it does not assert the right to strike against the school board, to assist or participate in any strike or to impose an obligation to conduct, assist or participate in such a strike, subject to the provisions of the Taylor Law.

Section 2 - Joint Code of Ethics

The Superintendent and the Moravia Central School Educational Secretaries' Association jointly subscribe to the following Code of Ethics as set forth in the Code of Ethics of the New York State Association of Educational Secretaries:

"As educational secretaries, we affirm our belief that an education is the birthright of every child, and pledge ourselves to the preservation of that right. We recognize the special province of the professional educator and the significance of the responsibilities they assume. We also recognize the unique role of the educational secretary, and the importance of the contribution they make."

Section 3 - Commitment to the Position

We realize that our individual positions, diverse though they be, exist for the common purpose of service to others. We realize too, the trust implied by that purpose, and accept, with dignity and pride, the obligations it imposes. In fulfilling our commitment to the position, we shall therefore:

- a. Perform our duties with energy and enthusiasm, striving ever to improve and extend our competencies.

- b. Be patient, fair, and helpful, using tact and restraint in dealing with others.
- c. Make a praiseworthy personal impression, being consistently careful about our appearance, manner and speech.
- d. Use utmost discretion and sound judgement, acting only within the limits of our responsibility.
- e. Remain loyal to those under and with whom we work, observing highest ethical standards at all times.

ARTICLE II

Section 1 - Definition

Educational secretaries shall include eleven and twelve-month employees so designated to perform clerical functions. Major duties shall be that of operating the school offices and assisting the administrators in their duties, and shall not include those people hired mainly as aides to teachers.

Section 2 - Working Hours

The working hours shall be 8:00 a.m. to 4:00 p.m. Monday through Thursday, and 8:00 a.m. to 3:30 p.m. on Friday - EXCEPT those days when school is not in session, when the hours shall be 8:00 a.m. to 3:00 p.m. Also, at the discretion of the Superintendent of Schools, secretaries may have their working hours altered if it will be beneficial to the interworkings of the school system.

ARTICLE III

The Superintendent and the Association agree that absence from work with pay will be granted for the following:

Section 1 - Holidays

All twelve month secretaries covered hereunder shall receive full pay for the following holidays:

July 4, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day following, Christmas Day and the day before, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, and a day

agreed upon by the Superintendent and the Association President, which falls on a long weekend.

If one of the above holidays falls on a weekend, Friday or Monday shall be granted in its place depending upon the date officially designated. Total number of days granted shall not decrease as a result of a holiday falling on Saturday or Sunday.

1.2 Holidays for Eleven Month Secretaries

Full pay shall be granted for those holidays listed above which falls within the duration of their employment.

Section 2 - Emergency Closing

At the discretion of their immediate supervisor, secretaries will be notified whether or not to report for work when school has been closed due to inclement weather or in case of other emergency closing. If required to report to work the working hours will be from 9 a.m. to 3 p.m.

Section 3 - Illness

3.1 Each permanently employed member of the secretarial staff of the Moravia Central School District shall be granted, with full compensation, one day per contract month for personal illness which requires absence from work.

3.2 The full amount of sick leave will be available to the secretary at the completion of the first working day of the contract year.

3.3 Unused sick leave time will accumulate to a total of not more than 210 days, except as stated in Section 6.1.

Section 4 - Illness in the Family

Each permanently employed member of the secretarial staff shall be granted seven (7) days per year non-cumulative with full compensation for illness in the immediate family which requires absence from work. Immediate family shall be interpreted as any person who is in direct lineal relation to the secretary or spouse, or a person who regularly lives in the household of the secretary, including brothers or sisters of the secretary or their spouse.

Section 5 - Death in the Family

When a death occurs in the immediate family of a secretary, up to five (5) days leave with pay will be granted. Immediate family shall be defined as spouse, children, mother, father, grandmother, grandfather, brothers, sisters, and grandchildren of either spouse; or relative of either spouse living with the family.

Up to two (2) paid days leave may be taken for death of aunt, uncle, cousin, niece or nephew of either spouse.

Section 6 - Business Days

6.1 Secretaries will be given three (3) business days per year in case of dire personal need. One business day is unrestricted. Any unused business days will accumulate as additional sick leave to a maximum of 20 days.

6.2 The days may be used to conduct business which cannot be conducted at any other time, subject to the rules in 6.3 below.

6.3 Rules for business days are as follows:

- a. Application for a business day must be made to the Superintendent, and his/her approval must be obtained in advance. The Superintendent may require two days' notice of intent of a secretary to take such leave. Insufficient notice is adequate reason for denial of request for a business day.
- b. In general, only one secretary from any one office will be granted business leaves on the same day.
- c. Days just prior to, or immediately following vacations, will generally not be approved as business leave days.

Section 7 - Maternity Leave

Each secretary is entitled to a maternity leave of absence without pay not to exceed two years. The start of such leave shall be by mutual agreement of the secretary and the Board of Education. The secretary must give thirty days written notice of their intent to return within the two-year period.

Section 8 - Vacation

8.1 Vacation for twelve month secretaries shall be granted as follows:

- a. Two weeks vacation shall be granted after the first full year of service.
- b. Three weeks vacation shall be granted after two years of service.
- c. One day shall be added to the three weeks vacation on the following schedule.

after 8th year - 3 weeks + 1 day
after 9th year - 3 weeks + 2 days
after 10th year- 3 weeks + 3 days
after 11th year- 3 weeks + 4 days
after 12th year- 3 weeks + 5 days
after 20th year - 4 weeks + 1 day

8.2 Vacation shall be earned after completion of each year of service. These days are not cumulative, and must be used within a year of the anniversary date of the following year. No more than ten days vacation may be taken at one time unless 30 days prior approval is obtained from the immediate supervisor. Up to one week unused vacation may be held over until the succeeding year, if, in the opinion of the immediate supervisor it was not possible for the secretary to use it in the year in which it was earned, or, if the secretary is planning a trip or unusual occasion and wishes to save vacation for this occasion. Thirty days prior approval must be obtained from the immediate supervisor to hold vacation over until the following year.

8.3 Up to one week vacation may be taken in advance of the year it is earned with 30 days prior approval from the immediate supervisor. This advance vacation must be used for a trip or an unusual occasion, and not just for a "day off."

8.4 Vacation for eleven month secretaries shall be prorated according to Sections 8.1, 8.2, and 8.3 above.

8.5 Upon severing relationships with the school, the secretary will be compensated for any vacation time used.

Section 9 - Definitions and General Statements

- 9.1 The term "secretary" means the same here as in the Recognition Agreement.
- 9.2 In all cases not specifically covered, leave under Sections 3, 4, 5, and 6 of this policy may be obtained only by requesting and receiving approval from the Superintendent in advance. The Superintendent may, in turn, refer unusual cases to the Board of Education.
- 9.3 In all cases of illness, the secretary may be required to furnish a certificate signed by a physician.
- 9.4 Unused sick leave at retirement shall apply on health insurance for retirees.
- 9.5 Line of Authority Each secretary shall be responsible to her immediate supervisor with respect to arranging vacation time, sick, personal, death, or maternity leave, reporting for work on an emergency closing, or any situation involving time off from work. The supervisor, in turn, will make the necessary reports for payroll purposes.

ARTICLE IV - PROFESSIONAL IMPROVEMENT

Section 1 - Goal

The ultimate goal of a good educational secretary is to provide smooth, continuing service as a necessary part of the multi phase educational process. The quality of the secretary's work, directly, but often invisible, influences the final by-product - - education. We realize that it is essential for us to keep pace with changes in and new approaches to our profession.

Section 2 - Conferences and Seminars

Subject to prior approval by the Superintendent of Schools, each secretary shall be allowed a maximum of four (4) school days per contract year without charge to leave credits to attend conferences or seminars of recognized professional organizations. All approved conferences shall be at District expense. Such conferences or seminars shall be directly related to the secretary's profession or professional duties. Requests for such leave shall be approved to the extent that such absence would not interfere with the proper conduct of school functions. Such leave shall not be cumulative, and if not used, shall not be liquidated upon separation from the district.

Section 3 - Cayuga-Onondaga Association of Educational Office Personnel

The secretaries shall be allowed to participate in county workshops or at regular evening meetings of the Cayuga-Onondaga Association of Educational Office Personnel at district expense.

Section 4 - School Vehicles

Use of school vehicles may be permitted for official attendance.

Section 5 - Inservice Courses

Each secretary will receive \$150 for each 30 hours of Inservice work which has received prior approval by the immediate supervisor and the Superintendent of Schools. Work must have been completed since 1973, and each course may be counted only once. College courses will be considered under this program. Thirty hours will be contact hours and several courses or workshops of less than 30 hours may be combined to total the 30 hours. A certificate of completion must be presented for each course or series of courses claimed.

Section 6 - Use of School Facilities

The Superintendent of Schools agrees to allow the Association to use the school facilities for regular meetings to be held after working hours.

As members of the Cayuga-Onondaga Association of Educational Office Personnel, it is necessary for the Moravia association to host the county meetings, usually once a year. The Superintendent of Schools agrees to allow the use of the facilities for this purpose with prior approval.

ARTICLE V - COMPENSATION AND FRINGE BENEFITS

Section 1 - Health Insurance

The Board and the Association agree that the insurance policy for employees covered under this contract shall continue in-force for the duration of the contract. The cost of such insurance will be paid on the following basis:

Individual - The Board shall pay 100% of the premium.

Individual & Dependents - The Board will pay 85% of the cost of the family plan.

Effective July 1, 2001, for all new hires, the cost of such insurance will be paid on the following basis:

Individual – The Board shall pay 90% of the premium.

Individual & Dependents – The Board will pay 80% of the cost of the family plan.

1.1 The district agrees to pay on a parity with other bargaining units during the life of this agreement for each eligible member of the negotiating unit for a dental program providing individual coverage. If additional health, dental, or life insurance coverage of any type is extended to another unit in the Moravia Central School District within the duration of this contract, that same insurance shall be made available to the secretarial unit, and the Board shall bear the same portion of the premiums which it agrees to bear for the other unit or units.

Section 2 - Retirement

The employer agrees to the adoption of the 1/50th non-contributory plan which is Plan 75C.

The employer also agrees to adopt the guaranteed minimum death benefit option (Section 60B) for those members joining prior to July 1, 1973.

The district agrees to provide the benefits of Section 41j of the Retirement and Social Security Law. Secretaries, individually, will have two options upon retirement. (1) Use their unused sick days for paid up health insurance in retirement (Article III – Section 9.4). (2) Use their unused sick days for service credit under Section 41j.

Section 3 - Additional Deductions

If additional privileges involving payroll deductions specified by an employee are granted to another unit in the Moravia Central School Unit, the members of the secretarial unit shall also be extended that privilege.

Section 4 - Payroll Savings

Any secretary may elect to participate in the Payroll Savings Plan by requesting that a specific set amount be withheld from each pay period of the secretary's salary. This amount shall not change during the school year. A check will be drawn by the district with an attached list of employees contributing to the Payroll Savings Plan and submitted to the mutually agreed upon designated bank for deposit. The district or any of its officials shall not be held responsible for said monies after presentation to the bank. Application by the secretary should be made no later than the first Friday of the school year. Deductions will be made from paycheck in equal payments. A standard Payroll Savings Deduction Form will be provided by the district for enrolling in the Payroll Savings Plan.

Section 5 - Salary Agreement

The salary agreement issued to each secretary shall contain, in addition to the stated salary for the coming year:

- (a) schedule
- (b) career increments earned
- (c) number of vacation days earned
- (d) number of sick days accumulated

Section 6 - Salary Schedule

Each member of the Moravia Central School Educational Secretaries' Association continuing service after July 1, 2005, will receive a 4% increase of base salary each year for the school years July 1, 2005 to June 30, 2006; July 1, 2006 to June 30, 2007; July 1, 2007 to June 30, 2008; July 1, 2008 to June 30, 2009; July 1 2009 to June 30, 2010. The following schedules and salaries have been agreed upon.

Position & Schedule	2005-06	2006-07	2007-08	2008-09	2009-10
Accounts Payable/Typist	\$30,991	\$32,231	\$33,520	\$34,861	\$36,255
Treasurer/Account Clerk Typist	\$32,091	\$33,375	\$34,710	\$36,098	\$37,542
Payroll Clerk/Account Typist	\$43,824	\$45,577	\$47,400	\$49,296	\$51,268
Bldg. Secy./Sr. Typist - HS	\$32,091	\$33,375	\$34,710	\$36,098	\$37,542
Bldg. Secy./Sr. Typist ES	\$23,811	\$24,763	\$25,754	\$26,784	\$27,855
Guidance Secy./Sr. Typist MS/HS	\$33,780	\$35,131	\$36,537	\$37,998	\$39,518
Federal Funds-CSE Secy./Sr. Typist	\$39,186	\$40,754	\$42,384	\$44,079	\$45,842
Bldg & Grnds. Secy./Typist	\$21,900	\$22,776	\$23,687	\$24,635	\$25,620
Middle School Secy./Sr. Typist	\$23,116	\$24,041	\$25,003	\$26,003	\$27,043

6.2 - Career Increments

Career increments will be added to the base salary at the following rate:
(non-cumulative):

at the completion of the 5th year through the 9th year - \$300 per year

at the completion of the 10th year through the 14th year - \$600 per year

at the completion of the 15th year and every year thereafter - \$900 per year

6.3 - Professional Standards Certificate

Each secretary who earns a Professional Standards Certificate issued by the National Association of Educational Office Personnel (NAEOP) will have \$200 added to the base salary for each certificate earned.

Section 7 - New Employees

When a new secretary is employed, their salary will not exceed that of a secretary working the same job classification.

**ARTICLE VI - POSTING PROCEDURE FOR TRANSFERS,
PROMOTIONS AND NEW POSITION**

In the case of the creation of a new position, promotion or transfer in the negotiating unit, the opening shall be posted showing the position title, location of the work, the qualifications required, and the starting wage rate. Notices will remain posted for five (5) days. Postings shall be in the designated areas of two (2) schools. Notices shall be posted or mailed to the unit president as provided below within ten (10) days of the decision to fill the position. Unit members will be given the opportunity to transfer positions.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1

To enable secretaries to have a designated channel for the determination of grievances, the following procedures are established by the Superintendent of Schools of the Moravia Central School, and the Moravia Central School Educational Secretaries' Association representing the educational secretaries of Moravia Central School.

Section 2 - General Principles

2.1 "Grievance" shall mean a complaint based upon a violation of the collective bargaining agreement between the Moravia Central School Educational Secretaries' Unit and the Superintendent of Schools. The term, "grievance," however, shall not include any matter involving law, or any rule or regulation have the force and effect of law.

2.2 In any case where the grievance involves a building-wide or system-wide practice or situation, the grievance may be submitted at Step II by the aggrieved secretary or secretaries or by the Association.

2.3 After Step I, the aggrieved may be represented at all times by someone of her own choice.

2.4 All grievances are to be initiated within ten (10) working days from the date of the occurrence of the event over which the grievance is made.

Section 3 - Step I (Informal)

The secretary shall orally present her complaint to her immediate supervisor, who shall orally and informally discuss the complaint with the secretary within five working days after the complaint has been presented to the supervisor. If such complaint is not satisfactorily

resolved at this stage, the secretary may proceed to Step II by informing her supervisor in writing of her intent to do so.

Section 4 - Step II

If personal conferences do not result in agreement on the basis of the first stage, then the secretary may submit the grievance to the Superintendent of Schools. Within three (3) working days after the first step, the aggrieved secretary or secretaries must submit to the Superintendent of Schools in writing a statement of her/their grievance. Within ten (10) working days after receipt of this grievance, the Superintendent shall hold a conference with the aggrieved employee and her representative if one is chosen.

Section 5 - Step III

If such conference does not result in agreement, the matter shall be referred immediately to the Board of Education for final determination. 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 final decision within fifteen (15) working days after receiving the request for review.

ARTICLE VIII - DURATION OF AGREEMENT

This agreement shall be in effect as of July 1, 2005, and shall continue in effect through June 30, 2010. The Superintendent of Schools and the Association agree that all negotiable items have been discussed during negotiations leading to this agreement, and no additional negotiations will be conducted on any item, whether contained herein or not. (Items contained herein can be renegotiated for any succeeding contract).

The contents of this agreement cannot be changed except by mutual consent in writing.

Either party has the right to reopen the negotiations 120 days prior to the annual meeting in 2010 for the total contract.

Moravia Central School Educational Secretaries' Association

Tammy Stone
President

3/24/2005
Date

Moravia Central School District

William Tammo
Superintendent of Schools

3/28/05
Date

