



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Middletown City School District and Middletown Educational Clerical Association (2003)**

Employer Name: **Middletown City School District**

Union: **Middletown Educational Clerical Association**

Local:

Effective Date: **07/01/03**

Expiration Date: **06/30/07**

PERB ID Number: **7947**

Unit Size: **63**

Number of Pages: **34**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

SD
SEC

7947_06302007
Middletown Enlarged City School
District And Middletown Educationl
Clerical Assn

6/30/03

COLLECTIVE NEGOTIATIONS AGREEMENT
BETWEEN
THE ENLARGED CITY SCHOOL DISTRICT
OF THE CITY OF MIDDLETOWN, NEW YORK
AND
THE MIDDLETOWN EDUCATIONAL
CLERICAL ASSOCIATION

July 1, 2003
to
June 30, 2007

RECEIVED

OCT 28 2003

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

TABLE OF CONTENTS

	<u>ARTICLE</u>	<u>PAGE</u>
ABOLISHING POSITIONS.....	XVIII	22
ASSOCIATION RIGHTS.....	II	1
CHANGE IN DUTIES.....	XIX	22
CIVIL SERVICE STATUS- PROVISIONAL EMPLOYEES.....	XVI	22
COLLECTIVE NEGOTIATIONS AGREEMENT.....	XXIII	27
CREDIT HOURS.....	IX	10
DENTAL INSURANCE.....	XI	12
DURATION OF CONTRACT.....	XXV	28
GRIEVANCE PROCEDURE.....	XXI	23
HEALTH INSURANCE.....	X	11
LEAVES OF ABSENCE.....	XIII	13
LONGEVITY INCREMENTS.....	VI	7
MEDICAL EXAMINATION.....	XX	22
PAID HOLIDAYS.....	VII	9
PAID VACATIONS.....	VIII	9

RECOGNITION	I	1
SALARY.....	V	6
SENIORITY PREFERENCE.....	XV	21
SICK LEAVE REIMBURSEMENT.....	XII	12
STATUTORY NOTICE.....	XXVI	28
SUPERVISION AND EVALUATION.....	XIV	20
TEMPORARY HELP IN CLERICAL POSITIONS.....	XXII	26
TEN MONTH EMPLOYEE WORK YEAR.....	III	4
VACANCY NOTIFICATION.....	XVII	22
WELFARE FUND.....	XXIV	27
WORKWEEK.....	IV	4
APPENDIX "A"	SALARY SCHEDULE	29
APPENDIX "B".....	LONGEVITY SCHEDULE	31

6/30/03

AGREEMENT between the MIDDLETOWN EDUCATIONAL CLERICAL ASSOCIATION (hereinafter the "ASSOCIATION") and the ENLARGED CITY SCHOOL DISTRICT OF MIDDLETOWN (hereinafter the "DISTRICT").

ARTICLE I. RECOGNITION

The Association shall be the sole and exclusive representative for all 10 month and 12 month annually salaried clerical employees in the District, including clerical workers at the Middletown Teacher Center and excluding those designated Managerial/Confidential and hourly waged part-time clerical employees.

ARTICLE II. ASSOCIATION RIGHTS

A. Dues Deductions.

The District agrees, under the terms set forth below, to deduct dues for the Middletown Educational Clerical Association, and its 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 Association 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 Association 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.
 - 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 Association.
5. To the extent required by State Law, employees who are not members of the Association shall be required to pay an agency fee to the Association in an amount equivalent to Association dues. The District shall deduct the agency fee from the salaries of all non-Association members and shall transmit the sum so deducted to the Association at the same time and in the same manner as dues deducted from the salaries of Association members. Upon request of any member or the District, the Association 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 Association 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 incidentally related to terms and conditions of employment. The Association 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 Association 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.

B. Union Representation Rights.

Unit Members shall have the right to Union representation in disciplinary meetings, providing there is no unreasonable delay in obtaining such representation. The Union President, or in the event (s)he is unavailable, another member of the Union's Executive Board, will be granted release time to meet with the Administration during working hours when such meetings cannot be scheduled outside of the President's or Executive Board member's normal working hours and the President's or Executive

Board member's ability to perform his/her job duties will not be impaired. This release time shall not exceed two hours per month.

C. Labor/Management Committee.

There shall be a labor/management committee consisting of not more than two representatives appointed by the Superintendent of Schools and not more than two representatives appointed by the Association President. The Committee shall meet on an as-needed basis, upon the prior written request of either party. Any agreements reached by the Committee shall be made in writing and subject to approval of the Superintendent of Schools and/or Board of Education. The Committee's jurisdiction shall extend only to those items which are terms and conditions of employment as defined by PERB.

D. Personnel Memorandum.

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

E. Union Conventions and Conferences.

A maximum of ten (10) work days per contract year shall be granted to the Union for its delegates to attend Union Conventions and Conferences without loss of pay during the summer. Five of these days shall be available for use during the summer and five of the days shall be available for use during the school year. Prior approval of the delegate's building principal is required, and approval is subject to District staffing needs. Delegates must be identified by their unit official capacity so that some means of identification of those taking part will be readily available.

ARTICLE III. TEN MONTH EMPLOYEE WORK YEAR

The ten (10) month employee contract year runs from September 1 through June 30, and employees are paid on an annual salary which includes any holidays and school vacation days which fall within the school year. A comparable number of work days not entirely between September 1 and June 30 may be scheduled according to the needs of the building principal.

ARTICLE IV. WORKWEEK

- A. The workweek shall be thirty-five (35) hours per week, exclusive of lunch hour.
- B. Twelve (12) month employees must perform service on one-half (1/2) of the working days during Winter, Spring and any other extended vacation period during the school year. Effective July 1, 2003, employees shall not be required to work on any days during Winter and Spring vacation periods when school is not in session. Employees will be given at least fifteen school days notice prior to the winter and spring vacations of the days on which they will be required to work during these vacations.

C. Summer Work Week/Hours.

Effective July 1, 2003, the summer workday shall be six (6) hours per day beginning the day after the closing of school and prior to the start of the summer schedule. If the Superintendent of Schools designates a summer schedule, the work week shall be 30 hours per week, excluding lunch, for all work weeks designated as such by the Superintendent. Summer hours shall end the day before the date on which the teaching staff officially returns to work if they return prior to Labor Day.

D. Snow Days.

Clerical employees will be required to work on days on which school is closed due to an emergency with the provision that an administrator will be present in the building, unless the employee is excused from attendance by the Superintendent of Schools or designee, or unless an unreasonable risk to the employee's safety and health would be presented by requiring the employee to report to work.

E. Emergency Closing After the Start of the Work Day.

If employees report to work, and weather conditions deteriorate, the Superintendent will make a decision by noon about whether employees should be permitted to go home. This time is non-chargeable.

1. If an employee cannot make it in at all, they will only make up the hours actually worked by the working employees.
2. If an employee is unable to work on a work day when school closes due to an emergency after the start of the normal work day, such time will be reimbursed to the District by one of the following:
 - a. Twelve (12) Month Employees. The employee shall have her/his vacation time reduced by the appropriate hours for each unworked snow day.
 - b. Ten (10) Month Employees. The employee shall work the appropriate hours in her/his building during a holiday period or during the last week in June or in the last week of August providing this time is over and above the number of work days stipulated under Article III and Article IV(B), as appropriate.
 - c. Ten (10) Month and Twelve (12) Month Employees. The employee shall work the appropriate hours in her/his building at the mutual convenience of the employee and her/his immediate building line administrator.

F. Delayed Opening.

If school opening is delayed, all personnel shall report for duty one-half (1/2) hour prior to the announced opening of school. Central Office staff shall report to work at a time measured by their regular starting time, plus the length of the delay in opening school, minus one-half hour.

ARTICLE V. SALARY

A. Wages.

The base salary schedules for the 2003-2004, 2004-2005, 2005-2006, and 2006-2007 school years shall be as per Appendix "A". Effective July 1, 2003, the 2002-2003 salary schedule shall be increased by 4% as per the attached Appendix A. Effective July 1, 2004, the 2003-2004 salary schedule shall be increased by 4%, as per the attached Appendix A. Effective July 1, 2005, the 2004-2005 salary schedule shall be increased by 3.5%, as per the attached Appendix A. Effective July 1, 2006, the 2005-2006 salary schedule shall be increased by 3.0%, as per the attached Appendix A.

B. Annual Step Increment.

All employees must be employed at least one-half (1/2) of their normal work year prior to July to be eligible for the next annual step increment.

C. Credit for Prior Experience.

New employees with prior recent clerical experience may be placed on the salary schedule not higher than the fourth step. For purposes of this section, 'new employee' shall be defined as an employee joining this bargaining unit for the first time.

D. Middle of the Year Promotions.

An employee who is promoted to a higher position during the year is placed on that step of the new salary schedule which provides for an increase of not less than the increment immediately preceding the step of the employee's former position.

E. Paycheck Options.

Ten-month annually salaried employees shall have the option to select either of the following methods of payment:

1. Twenty-one (21) equal biweekly checks totaling the annual salary; or

2. Twenty (20) equal biweekly checks each representing 1/26 of the annual salary, plus a twenty-first (21st) check for the remainder.

Employees on the payroll who do not elect Option 2 above in writing to the Personnel Office by June 30 preceding the year of service shall be deemed to have elected Option 1.

3. Employees who are hired after June 30 and on or before August 31 may select either option when they are hired. Employees hired after August 31 will be paid in accordance with Option 1 above.

ARTICLE VI. LONGEVITY INCREMENTS

- A. A maximum of ten longevity increments will be awarded at the times and in the amounts set forth in Appendix B for each school year.

- B. Longevity increments have no relationship to step placement, and shall be paid in the following manner:

1. 12-Month Employees

- a. If a twelve (12) month employee completes the fifth, ninth, twelfth, fourteenth, seventeenth, nineteenth, twenty-second, twenty-fourth, twenty-seventh, or twenty-ninth year during the period of July 1 through December 31, the employee shall receive a longevity increment as of the July 1 preceding the employee's anniversary date.

- b. If an employee completes the fifth, ninth, twelfth, fourteenth, seventeenth, nineteenth, twenty-second, twenty-fourth, twenty-seventh, or twenty-ninth year during the period of January 1 through June 30, the employee shall receive her/his longevity increment as of the July 1 immediately following the employee's anniversary date.

2. Ten-month Employees

a. Ten (10) month personnel shall receive five-sixths ($5/6$) of the longevity increment.

b. A ten-month employee who becomes eligible for a longevity increment during the period of September 1 through January 31 shall receive his/her longevity increment as of the September 1 preceding his/her anniversary date.

A ten-month employee who becomes eligible for a longevity increment during the period of February 1 through June 30 shall receive his/her longevity increment as of the September 1 immediately following his/her anniversary date.

c. During the transition from former longevity increment positions, no employee shall receive a lesser amount in longevity increments than the employee was previously receiving.

C. Special Longevity Salary Increment.

A full-time, ten (10) month or twelve (12) month employee may elect, for one year only, a special increase of \$1000 beyond the regular contract salary under the exact circumstances stated below. Effective July 1, 2003, this amount shall be increased to \$3000.

1. The employee shall make the irrevocable request in writing no fewer than fourteen (14) months prior to his/her anticipated date of retirement. Effective July 1, 2003, the employee shall make the irrevocable request in writing no fewer than six (6) months prior to his/her anticipated date of retirement. If, due to extenuating circumstances, the employee postpones the date of retirement, the request may be withdrawn upon mutual consent of the District and the Unit.
2. This election shall be made available to such employees who will be eligible for retirement and who have a minimum of 15 years of service to the District.
3. This payment shall be made no later than 30 days after the date of retirement.

ARTICLE VII. PAID HOLIDAYS

- A. Paid holidays shall be as follows: New Year's Day; Martin Luther King Day; Lincoln's and Washington's Birthdays, provided that school is not in session; Good Friday; the Friday preceding Memorial Day, provided that school is not in session; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day and Friday after; Christmas Day.
- B. These days are only honored when they fall on a work day.
- C. Employees shall receive Rosh Hashanah and Yom Kippur as paid holidays off in the event that school is closed on these days in accordance with the District's calendar.

ARTICLE VIII. PAID VACATIONS

- A. 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

- B. All employees who under the 1980-1981 Agreement were entitled to more than twenty (20) days vacation continue to have the same number of vacation days they received in the 1980-1981 contract year.
- C. 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.
- D. A newly appointed employee earns no vacation time if the employee has served less than six (6) months prior to July 1.
- E.
 - 1. Vacations should be scheduled by the individual employee, subject to the employee's supervisor's approval. Ordinarily, vacations should be taken during July and August.
 - 2. 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.

ARTICLE IX. CREDIT HOURS

- A. Employees shall be given a \$30 salary adjustment for each in-service credit and for each college credit earned after July 1, 1985, and a \$25 salary adjustment for each in-service credit and for each college credit earned on or before July 1, 1985, and a \$35 salary adjustment for each in-service credit and a \$40 salary adjustment for each college credit earned on or after July 1, 2003, provided that application to and prior approval of, is given by the immediate supervisor and the Superintendent of Schools.
- B. The criteria for approval shall be:
 - 1. Development of new skills.
 - 2. Refinement of skills.
 - 3. The needs of the District.
- C. The annual accumulation of such approved credits shall be no more than six (6) per semester.

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

ARTICLE X. HEALTH INSURANCE

- A. Health insurance benefits are provided solely for annual salaried employees who are regularly employed to work more than 30 hours per week throughout the school year.
- B. A fully paid health insurance plan equal to or better than the July 1, 1982 Statewide Major Medical/GHI plan shall be provided during the 2003-2004 and 2004-2005 school years. Effective July 1, 2005, employees who receive family coverage shall contribute 5% of the difference in premium cost between individual and family coverage, up to a maximum of \$300 for the 2005-2006 school year and \$350 for the 2006-2007 school year. The District shall continue to pay the full cost of individual coverage. Employees shall be responsible for the payment of all other benefit-related costs associated with the health insurance plan, including co-payments, deductibles and penalties. Employees who are eligible for family coverage through a spouse or other individual under the Orange-Ulster BOCES health insurance plan, whether through the District or another employer, shall not also be eligible for health insurance coverage through the District. In the event that the other individual's health insurance plan also prohibits dual participation in the Orange-Ulster Plan, the determination as to which school district is required to provide coverage will be made in accordance with the rules, regulations and by-laws of the Orange-Ulster Plan. Where this restriction causes a discontinuation of coverage, the unit member should review paragraph C to determine whether the member may be eligible for an insurance buyout. It is the intention of the parties in administering this provision to relieve the District of unnecessary insurance costs, not to preclude an individual or his/her dependents from health insurance coverage. Therefore, nothing contained in this provision shall preclude a member of the unit from re-entering the Plan at any time when (s)he is no longer eligible for coverage under another person's Orange-Ulster BOCES health insurance plan (e.g., upon death of a spouse, divorce). Nor shall this provision be applied if its effect would be to leave the employee's children uninsured by reason of how custody and support issues have been determined by a court of law. Members may opt to reenter the plan thirty (30) days prior to retirement. In the event the member re-enters the Plan within a 12-month period, no payments shall be made pursuant to paragraph C below. All employees who are eligible for Orange-Ulster BOCES health insurance plan through another source must provide the District with information about that other coverage when employment in the District is commenced, so that the District can determine the employee's eligibility for health insurance coverage. Employees must immediately notify the

District of any changes in their eligibility for health insurance coverage which may affect their eligibility under the District's plan.

- C. An employee who has a spouse who is both employed and is an enrollee under a statewide major medical/GHI plan, or its equivalent, may choose to waive the benefits stipulated in this Article and receive an additional sum equal to 25% of the premium savings to the District for declining coverage, provided that the employee may re-enter the health insurance program when permitted by the carrier, but in no event shall the employee be eligible for the said additional sum unless the declination has been in effect for at least one year.

ARTICLE XI. DENTAL INSURANCE

- A. Dental insurance is provided for those employees regularly employed to work more than 30 hours per week throughout the school year and who are paid based upon an annual salary.
- B. A dental plan for employees and their dependents is available. The District will provide this plan to all employees.

ARTICLE XII. SICK LEAVE REIMBURSEMENT

- A. Upon termination of service to the District, employees leaving in good standing after one or more years of continuous employment will be reimbursed for all accumulated unused sick leave days up to a maximum of 175 days. Effective September 14, 2000, this amount shall be increased to 200 days for 12-month employees. Effective July 1, 2003, these amounts shall be increased to 210 days for 10-month employees and 250 days for 12-month employees.
- B. The same provision shall apply in the event of death while employed by the District, the sum computed in like manner, to be paid to the employee's estate.
- C. Accumulated unused sick leave days will be reimbursed as follows:

	<u>AVERAGE ACCUMULATED DAYS</u>			
	10+	7-9	5-6	1-4
1-3 years of service	\$35	\$30	\$25	\$20
4-10 years of service	\$45	\$40	\$30	\$25
11-20 years of service	\$50	\$45	\$35	\$30
21+ years of service	\$55	\$50	\$40	\$35

- D. An individual may exercise the option of receiving the present reimbursement of \$25 per day for all days accumulated prior to July 1, 1982. All days accumulated after July 1, 1982 will be applicable to the above reimbursement scale.
- E. Upon retirement from the District, days accumulated in excess of the maximums may be applied toward the purchase of health insurance benefits at the rate per day described above. The employee may also opt to apply all or any portion of sick leave reimbursement funds toward the purchase of health insurance benefits. Such option shall be exercised once at the time of retirement. After this fund has been exhausted, the retiree shall continue to have health insurance coverage by contributing her/his share as a former employee.
- F. Employees who at the time of retirement are not enrolled in our District Health Insurance Program, but are enrolled in a health insurance program providing equal benefits of their own choosing, shall receive the same monthly benefits allowed retirees on the basis of the employee's accumulated sick leave days, provided, however, that such retirees shall arrange with their insurance carrier and the Business office for a method of payment to the account of the retiree with such insurance carrier.

ARTICLE XIII. LEAVES OF ABSENCE

A. Sick Leave.

1. Twelve (12) Month Employees.

- a. All twelve (12) month employees are entitled to fifteen (15) working days on account of personal illness or physical disability. One of these days shall be contributed to the Sick Leave Bank as per Article XIII A. 5.
- b. If an employee does not use the full amount of sick leave allowed in any school year, the amount not used shall be accumulated from year to year and used, if needed, up to the number of accumulated days. Any accumulation of sick leave theretofore granted by the District shall be counted toward the accumulated leave.
- c. In cases of absence for illness or physical disability, the employee shall give her/his immediate supervisor as much prior notice as possible both of the absence and of her/his return to duty.

- d. A medical doctor's statement may be required for all absences in excess of three (3) consecutive work days at the discretion of the employee's supervisor and/or the Superintendent of Schools. The District may, in consultation with the MECA President, also require a medical doctor's statement if it has reason to believe that an employee is abusing his/her sick leave privileges by, for example, exhibiting a pattern of absences on Mondays, Fridays and/or the days immediately before or after holiday, vacation or recess periods, or due to use of sick leave in excess of the unit average for the past three school years.

2. Ten (10) Month Employees.

The same policy for twelve (12) month employees set forth in Section A 1 above shall be in effect, provided, however, that there shall be only fourteen (14) working days sick leave granted each year. One of these days shall be contributed to the Sick Leave Bank as per XIII A. 5.

3. Extended Sick Leave.

- a. Sick leave at half-pay for personal illness shall be granted to a permanent employee eligible for such leave and subject to the following conditions:
 - (i) the employee shall not have less than one year of continuous service;
 - (ii) the employee's sick leave, vacation time, overtime time, compensatory time, sick leave bank entitlement and other accrued time shall have been exhausted;
 - (iii) the cumulative total of all sick leave at half-pay granted to any employee during her/his service shall not exceed a one (1) week period for each completed six (6) months of her/his service;
 - (iv) satisfactory medical documentation shall be furnished and continue to be periodically furnished at the request of the District; and
 - (v) such leave shall not extend a period of appointment or employment beyond such dates it would otherwise have terminated pursuant to law or have expired upon completion of a specified period of service.
- b. Sick leave at half-pay will not be granted or shall be terminated where the employee is determined to be permanently disabled and unable to perform the duties of her/his position.

4. Illness During the Day.

In the event of illness during the work day, if an employee has completed at least three and one-half (3 1/2) hours of duty and becomes ill, the employee may, with the permission of the supervisor, be allowed to go home for the remainder of the day without charge to sick leave.

5. Sick Leave Bank.

Effective July 1, 1997, a sick leave bank ("bank") shall be established as follows:

- a. Effective July 1, 1998, one day shall be credited to the bank for each employee for each school year.
- b. Bank days may be drawn where all of the following conditions are met:
 - 1) The employee or, in the event of incapacitation, the employee's representation, makes written application, setting forth the nature of the illness, its expected duration, and written permission for the Superintendent or other representative of the bank to secure the desired information and verification from the applicant's physician.
 - 2) The Sick Leave Bank Governing Committee ("Committee"), consisting of delegate(s) appointed by the Superintendent and the President of the Association, respectively, concur in writing to the award of a block of days (not to exceed 60). Each delegation shall have one vote, for a total Committee vote of two (2).
 - 3) The Committee affirms in writing that the applicant's illness is catastrophic/acute.
- c. The Committee shall have the authority to make subsequent grants to the same applicant; provided, however, that the applicant and Committee comply with all of the provisions of this Section and, provided further, that a delegation's decision on the initial application shall in no way bind it on any renewal application.

- d. The Committee's decision on a request for a grant shall be final and shall not be subject to any direct or collateral review by any court or administrative agency.
- e. The bank shall be replenished when needed as determined by the Committee.
- f. The parties agree that bank days may only be debited through the granting of applications and that, if this Section is not continued in a subsequent contract, the bank will continue in operation until all days are exhausted.

B. Personal Leave Days.

1. Twelve (12) Month Employees.

- a. There shall be granted three (3) personal leave days, accumulated to five (5) days, not to be charged against sick leave credit. No personal leave may be used immediately before or after a vacation period unless approved by the employee's immediate supervisor or administrator.
- b. Personal days are to be used for purposes of an urgent and important nature which cannot normally be met at times other than the employee's regularly scheduled hours of the work day. Personal leave may include, but not be limited to, matters of a legal nature, ceremonies of a family or religious nature, moving, medical consultation, religious holiday, family emergency and funerals not qualified under provision Death in the Immediate Family.
- c. It is expected that prior approval will be received from the immediate supervisor at least a day before personal leave is requested. This prior approval may be waived in unusual circumstances in which the need for personal leave could not have been anticipated.
- d. 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.
- e. Employees are not required to state the specific reason why a personal leave day is required. However, upon return from personal leave, employees will be required to report the nature of the personal leave on a form which contains the following:

NAME DAY(S) AND DATE(S) OF LEAVE

Please place a check next to the phrase that best describes the nature of the above leave.

- Legal Matter
- Ceremonies of a Family or Religious Nature
- Moving
- Medical Consultation
- Religious Holiday
- Family Emergency
- Funerals
- Other (Specify)

- f. Poor driving conditions, impassable roads, and inclement weather are not considered for personal leave days. It is the responsibility of the employee to be present on regular working days. Problems of transportation shall be the employee's responsibility and should be taken into consideration when the appointment is accepted.

2. Ten (10) Month Employees.

The same policy as that set forth in Section (B)(1) above shall apply, provided, however, that there shall be only two and one-half (2-1/2) personal days allowed annually.

C. Religious Holidays.

Leave will not be granted for the observance of the religious holiday or holidays. However, when an employee so elects to take leave for a religious holiday or holidays, the day will be charged against the accumulated number of sick days and/or personal leave of the employee.

D. Death in the Immediate Family.

1. Leave for each death in the immediate family is three (3) days with full pay not charged to sick leave. Two (2) additional days, when taken, will be charged against two (2) sick leave and/or personal days.
2. "Immediate family" is defined as wife, husband, father, mother, child, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, or grandchild of the employee or spouse. Effective September 14, 2000, 'immediate family' is defined as spouse, father, mother, child, brother, sister, brother-in-law, sister-in-law,

mother-in-law, father-in-law, grandfather, grandmother or grandchild of the employee or spouse, or a relative living in the employee's household.

E. Serious Illness in the Immediate Family.

1. Leave will not be granted on account of immediate family illness. However, when an employee so elects to take leave (not to exceed-four (4) days per year) because of serious illness in the immediate family, the day or days will be charged against the accumulated number of sick days and/or personal leave of the employee.
2. For purposes of this subsection, "immediate family" is defined as spouse, parent, child, and brother or sister of the employee or spouse, or a relative living in the employee's household.

F. Child Care Leave.

A permanent employee may request a child care leave of absence not to exceed two (2) years provided that three (3) months advance written request is submitted specifying the first day upon which the leave is to commence and the first day of the school year upon which it is to terminate.

G. Jury Duty.

Employees will be paid their daily rate of pay. No additional compensation will be retained by the employee. Should such additional payment occur, this District is entitled to such overpayment of such witness fees and/or jury duty fees. If the employee is required to attend jury duty, she/he shall determine whether an "on-call" system exists, and, if so, shall request that she/he be placed on it.

H. Disability Leave.

1. All employees who receive a personal injury while serving in our School District shall receive the first five (5) days off duty with full pay. These days are not deductible from accumulated sick leave.

2. a. (i). When a full-time employee, employed continuously for a period of one year, receives compensation under the Workers' Compensation Law on account of disability and as a result of an injury received in the course of his/her employment by the District, the employee shall be placed on "workers' comp. ('WC')" paid leave status without charge to the employee's accrued unused leave time, not exceeding the period of one year. All monies received from Workers' Compensation for advanced wages shall be retained by the District.

(ii). In the event of personal assault, both the one year employment requirement and the one year limitation on receipt of the 'WC' leave benefit shall be waived, and the employee shall remain on 'WC' status without charge to the employee's accrued unused leave time provided the incapacitation continues as ascertained under Workers' Compensation procedures, and until final adjudication has been made.

(iii). In the event the disability continues for a period exceeding one year and the employee continues to receive compensation under the Workers' Compensation Law on account of the disability, he/she shall elect in writing within ten days after the anniversary date of his/her injury whether he/she desires to receive sick leave with pay during the period of disability for which he/she receives compensation. The writing must be filed with the Clerk of the Board and the Director for Personnel Services.

(a). In the event the employee elects to receive sick leave with pay during the disability, he/she shall, for the period of his/her disability, not exceeding his/her accrued unused sick leave time, be placed on paid sick leave. When the District is notified of an award made by Workers' Compensation, the employee shall be prospectively recredited with used sick leave days, not to exceed the amount of his/her accrued unused sick leave at the time his/her disability began, equal to the amount of monies received by the District from Workers' Compensation divided by the employee's per diem salary at the time his/her disability began.

(b). In the event the employee does not elect to receive sick leave with pay during the disability, he/she shall be placed on an unpaid 'WC' leave of absence for the period of his/her disability.

b. The salary and leave status of employees who have not been continuously employed for one year shall be determined pursuant to the procedures set forth in paragraph "iii" above.

c. The District retains the right to take action pursuant to Civil Service Law §§ 71 or 73 and nothing in this Article limits or precludes the District's right to take such action.

I. Leave of Absence

A permanent employee who has been granted a leave of absence by the District of six (6) months or less shall have no interruption in continuous service to determine step on salary schedule, service increments and vacation time. If an official leave is granted for more than six (6) months, the employee shall return to the same step and credited year of service as when beginning the leave. An employee returning from an official leave of less than one (1) year shall have vacation time for that year pro-rated on the basis of one-twelfth (1/12) for each month of actual service during that year.

J. Effective July 1, 1994, each unit member shall receive written notification of accumulated sick and personal leave and vacation time during the month of September in each school year.

ARTICLE XIV. SUPERVISION AND EVALUATION

A. The supervision and evaluation of employees shall be the responsibility of the immediate supervisor.

B. All employees shall be evaluated at least annually based on the present form.

1. After the evaluation is completed, a copy will be given to the employee for her/his review.
 2. A meeting between the evaluator and employee will take place within one week of the evaluation, when possible, to discuss the evaluation and any concerns or problems which may be identified therein.
 3. The employee will sign the evaluation at the end of the meeting. The employee's signature will only serve as evidence of the fact that she/he has read and reviewed the evaluation with the evaluator.
 4. The employee may, within three (3) working days after the meeting, submit written comments about the evaluation to the evaluator. These comments, if any, shall be included in the employee's personnel file.
- C. The Labor-Management Committee shall have the authority to review evaluation procedures every two years. It is understood by the District and the Association that criteria and other matters which are not terms and conditions of employment as defined by PERB shall not be subject to the jurisdiction of this committee. The committee's results are subject to agreement by the Association and the Superintendent of Schools.

ARTICLE XV. SENIORITY PREFERENCE

- A. Service seniority and District needs shall be prime considerations in the determination of such things as: job opening, placement, shift assignment, vacation preferences, and selection of holiday time off. Seniority shall be the primary consideration should reduction of staff become necessary. Overtime work shall be assigned in accordance with seniority, except when overtime work requires the assignment of a duty-classified employee.
- B. For promotion for job vacancies from within the system, applicants should be handled so that they will be treated as any new outside applicant coming from civil service appointment testing. This should include proper notice to all applicants of the disposition of the application for the position.

ARTICLE XVI. CIVIL SERVICE STATUS-PROVISIONAL EMPLOYEES

Employees in competitive categories are required to take the first scheduled civil service examination after accepting the position. A probationary period of twenty-six (26) weeks must be served prior to permanent appointment. Prior to probationary appointment, employees will be classified as provisional status employees.

ARTICLE XVII. VACANCY NOTIFICATION

Employees shall be notified in writing of all clerical vacancies.

ARTICLE XVIII. ABOLISHING POSITIONS

- A. An employee whose office is temporarily closed for less than a twelve (12) month period may be reassigned at the discretion of the Superintendent of Schools for the balance of the school year or for a period not to exceed six (6) months, whichever is applicable. Closing an office for a school year or longer shall be construed as abolishing the position of such employee.
- B. All employees are protected by the rules and regulations of the New York State Civil Service Law.

ARTICLE XIX. CHANGE IN DUTIES

Whenever an employee works temporarily at a duty that is outside of the scope of her/his civil service employment classification for thirty (30) days or more, and is working in a higher classified position, she/he shall be paid at the base rate of the position or on that step of the new salary schedule which provides for an increase of not less than the increment immediately preceding the step of the employee's former position. Effective July 1, 2003, "thirty (30) days" shall be changed to "twenty (20) consecutive work days."

ARTICLE XX. MEDICAL EXAMINATION

- A. Physical examinations will be conducted for all new employees as often as deemed necessary by the school physician. New school employees shall be examined before starting employment. Tuberculosis testing is part of the medical examination at no cost to the employee.

- B. The District may require an employee to have an examination when it deems one necessary.

ARTICLE XXI. GRIEVANCE PROCEDURE

A. 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 twenty (20) 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 Association agree to make available all non-confidential 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 her/his 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. An employee having a grievance will informally confer directly with her/his immediate supervisor with the object of resolving the matter informally. The employee has the right to have a representative present.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the immediate supervisor within five (5) working days. Within five (5) working days after the written grievance is presented to the immediate supervisor, she/he shall render a decision thereon, in writing, and present it to the grievant and her/his representative.

4. Step 2

- a. If the grievance has not been resolved to the satisfaction of the employee at the first step, the grievant may file a written appeal with the Superintendent of Schools within fourteen (14) working days from the receipt of the written decision at Step 1. Copies of the written decision at Step 1 shall be submitted with the appeal.

- b. Within five (5) working days after receipt of the appeal, the Superintendent of Schools or designee shall hold a hearing with the grievant and her/his 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 her/his representative, if any, within five (5) working days after conclusion of the hearing.

5. Step 3

- a. If the grievant and/or her/his representative, if any, is not satisfied with the decision at Step 2, the grievant or Association shall file an appeal in writing with the Board of Education within ten (10) working days after receiving the decision of Step 2.
- 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.

6. Step 4

- a. After such hearing, if the employee and/or Association are not satisfied with the decision at Step 3, and the Association determines that the grievance is meritorious and that appealing it is in the best interest of the school system, it may submit the grievance to arbitration giving written notice to the District within ten (10) business days of the decision at Step 3. If Step 3 has been waived by the Board, the Association shall submit the grievance to arbitration, giving written notice to the District within ten (10) business days of the Board's written decision to waive Step 3.
- b. Within five (5) business days after such written notice of submission to arbitration, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association in the selection of an arbitrator.

- c. The selected arbitrator will hear the matter promptly and will issue her/his decision not later than thirty (30) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to her/him. The arbitrator's decision will be in writing and will set forth her/his findings of fact, reasoning, and conclusions on the issues.
- d. The arbitrator shall have no authority to modify, alter, add to or subtract from any of the terms of this Agreement, nor power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding on grievances dealing with interpretations and application of the contract and advisory on all other grievances.
- e. The cost of the arbitrator shall be equally borne by the Association and the District.

ARTICLE XXII. TEMPORARY HELP IN CLERICAL POSITIONS

- A. The parties recognize that at various times during the course of the year, the District requires temporary help in clerical positions. The need may be created by a variety of circumstances, including a temporary increase in work, absenteeism or vacations of key personnel. In addition, seasonal activities such as end of the year mandated reports also create a need for additional help.
- B. Clerical work that has been historically and exclusively performed by members of the MECA unit is "unit work." This definition shall not include District-assigned projects, defined as a specific task(s) assigned to a specific person(s) to be performed within a finite period of time. It shall also not include situations where unit members are unwilling or unable to perform tasks requested of them by the District.
- C. The hiring of temporary staff to perform unit work shall not result in the reduction or abolition of unit positions.
- D. The District may hire temporary staff, including, but not limited to, students or persons from a temporary agency, to perform unit work, if and only if the following stipulations are met:
 - 1. Temporary staff will be hired for a specified period of time, not to exceed thirty (30) working days, unless the consent of the MECA president is received.

2. Temporary clerical positions of a routine nature, requiring no special skills and available during the summer months, shall first be offered to 10-month MECA unit members on a seniority basis. Temporary clerical positions requiring a knowledge of work to be performed or special skills shall first be offered to 10 month MECA unit members according to any previous experience or training and/or their ability to meet the position requirements. Ten-month clerical employees at the school or building shall have the first right of refusal, followed by other 10-month employees by District seniority.
3. Ten-month MECA unit members hired pursuant to ¶ 4(b) shall be paid their regular contracted hourly rate.

ARTICLE XXIII. COLLECTIVE NEGOTIATIONS AGREEMENT

The District will provide a printed copy of this collective negotiations agreement to the Union no later than 90 days after it is fully executed.

ARTICLE XXIV. WELFARE FUND

- A. Effective July 1, 2003 the District shall make an annual payment of \$5,250 to the MECA Welfare Fund. Effective July 1, 2004, July 1, 2005, and July 1, 2006, this payment shall be increased as follows: \$5512, \$5788, and \$6078, respectively.
- B. The District shall have the right to an accounting of the Fund.
- C. The MECA shall indemnify and save and hold the District and any 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 this Agreement.
- D. Should the Fund Trustees and/or the MECA desire to expand the category of employees eligible to participate in the Welfare Fund beyond then current members of the MECA bargaining unit, the prior mutual approval of the Superintendent of Schools and the MECA President will be required.
- E. Should the Fund Trustees and/or the MECA desire to expand the benefits provided by the Welfare Fund beyond such benefits as an eyeglass plan, dental plan (new or enhanced), reimbursement for medical/dental deductibles, co-pays or premiums, insurance (life, disability) and/or wills, the prior mutual approval of the Superintendent of Schools and the MECA President will be required.

6/30/03

ARTICLE XXV. DURATION OF CONTRACT

This contract shall commence on July 1, 2003 and shall terminate on June 30, 2007, inclusive.

ARTICLE XXVI. 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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

THE ENLARGED CITY SCHOOL
DISTRICT OF MIDDLETOWN

MIDDLETOWN EDUCATIONAL
CLERICAL ASSOCIATION

By: *[Signature]*
President, Board of Education

By: *[Signature]*
President, M.E.C.A.

9/25/03

9/25/03

APPENDIX B

LONGEVITY SCHEDULE

JULY 1, 2003 - JUNE 30, 2007

STEP	12 MONTH EMPLOYEES	10 MONTH EMPLOYEES
Year 6	\$600	\$500
Year 10	\$1,400	\$1,167
Year 13	\$1,700	\$1,417
Year 15	\$2,000	\$1,667
Year 18	\$2,300	\$1,917
Year 20	\$2,600	\$2,167
Year 23	\$2,900	\$2,417
Year 25	\$3,200	\$2,667
Year 28	\$3,500	\$2,917
Year 30	\$3,800	\$3,167

10 MONTH EMPLOYEES

	2003-2004	2004-2005	2005-2006	2006-2007
Senior Clerk, Stenographer, Assistant Office Manager				
Step 1	\$19,495	\$20,275	\$20,984	\$21,614
Step 2	\$20,807	\$21,640	\$22,397	\$23,069
Step 3	\$21,556	\$22,418	\$23,203	\$23,899
Step 4	\$22,313	\$23,206	\$24,018	\$24,738
Step 5	\$23,133	\$24,058	\$24,900	\$25,647
Step 6	\$23,947	\$24,905	\$25,777	\$26,550
Step 7	\$25,811	\$26,843	\$27,783	\$28,616
Step 8	\$27,550	\$28,652	\$29,654	\$30,544
Library Clerk				
Step 1	\$18,536	\$19,277	\$19,952	\$20,551
Step 2	\$19,834	\$20,627	\$21,349	\$21,990
Step 3	\$20,570	\$21,393	\$22,142	\$22,806
Step 4	\$21,336	\$22,189	\$22,966	\$23,655
Step 5	\$22,154	\$23,040	\$23,847	\$24,562
Step 6	\$22,978	\$23,897	\$24,733	\$25,475
Step 7	\$24,795	\$25,786	\$26,689	\$27,490
Step 8	\$26,486	\$27,545	\$28,509	\$29,364
Clerk, Keyboard Specialist, Attendance Clerk				
Step 1	\$17,634	\$18,340	\$18,981	\$19,551
Step 2	\$18,869	\$19,623	\$20,310	\$20,920
Step 3	\$19,608	\$20,392	\$21,106	\$21,739
Step 4	\$20,374	\$21,189	\$21,930	\$22,588
Step 5	\$21,192	\$22,040	\$22,811	\$23,495
Step 6	\$22,013	\$22,893	\$23,694	\$24,405
Step 7	\$23,791	\$24,743	\$25,609	\$26,377
Step 8	\$25,445	\$26,462	\$27,389	\$28,210

APPENDIX A

12 MONTH EMPLOYEES

	2003-2004	2004-2005	2005-2006	2006-2007
Senior School Office Manager				
Step 1	\$28,989	\$30,149	\$31,204	\$32,140
Step 2	\$30,813	\$32,046	\$33,167	\$34,162
Step 3	\$31,698	\$32,966	\$34,120	\$35,143
Step 4	\$32,621	\$33,925	\$35,113	\$36,166
Step 5	\$33,596	\$34,940	\$36,163	\$37,248
Step 6	\$34,580	\$35,963	\$37,222	\$38,339
Step 7	\$36,927	\$38,404	\$39,749	\$40,941
Step 8	\$39,150	\$40,716	\$42,141	\$43,405
Sr. Steno, Sr. Acct. Clerk, Principal Acct. Clerk, School Office Manager				
Step 1	\$26,053	\$27,095	\$28,043	\$28,885
Step 2	\$27,877	\$28,992	\$30,007	\$30,907
Step 3	\$28,762	\$29,913	\$30,960	\$31,888
Step 4	\$29,685	\$30,872	\$31,953	\$32,911
Step 5	\$30,660	\$31,887	\$33,003	\$33,993
Step 6	\$31,644	\$32,910	\$34,062	\$35,084
Step 7	\$33,991	\$35,351	\$36,588	\$37,686
Step 8	\$36,214	\$37,662	\$38,981	\$40,150
Stenographer, Account Clerk, Senior Clerk, Asst. School Office Manager				
Step 1	\$23,337	\$24,270	\$25,119	\$25,873
Step 2	\$24,965	\$25,964	\$26,873	\$27,679
Step 3	\$25,864	\$26,898	\$27,840	\$28,675
Step 4	\$26,779	\$27,850	\$28,825	\$29,690
Step 5	\$27,760	\$28,870	\$29,881	\$30,777
Step 6	\$28,737	\$29,887	\$30,933	\$31,861
Step 7	\$30,972	\$32,211	\$33,339	\$34,339
Step 8	\$33,081	\$34,405	\$35,609	\$36,677
Clerk, KBS, Receptionist, Biling KBS, Data Entry Clerk, Record Management				
Step 1	\$21,160	\$22,006	\$22,776	\$23,460
Step 2	\$22,643	\$23,549	\$24,373	\$25,104
Step 3	\$23,527	\$24,468	\$25,324	\$26,084
Step 4	\$24,446	\$25,424	\$26,314	\$27,103
Step 5	\$25,428	\$26,445	\$27,371	\$28,192
Step 6	\$26,410	\$27,466	\$28,427	\$29,280
Step 7	\$28,550	\$29,692	\$30,731	\$31,653
Step 8	\$30,564	\$31,786	\$32,899	\$33,886