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Marcus Whitman Central School
District And Marcus Whitman Clerical
Assn

SD/WC

AGREEMENT

BETWEEN THE

**SUPERINTENDENT
OF THE
MARCUS WHITMAN CENTRAL SCHOOL
DISTRICT**

AND THE

**MARCUS WHITMAN CLERICAL
ASSOCIATION**

2002-2005

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

ARTICLE I RECOGNITION

The Marcus Whitman Central School District Board of Education, having determined that the Marcus Whitman Clerical Association is supported by a majority of the typists and clerks, hereby recognizes the Marcus Whitman Clerical Association as the exclusive negotiating agent for the typists and clerks in such unit.

ARTICLE II NEGOTIATION PROCEDURES

- A.** At a mutually agreed time, the parties will enter into good-faith negotiations over a successor agreement covering the following school year. If such an agreement is not concluded 120 days prior to the last day of the school year, either party may request the State Public Employment Relations Board to assist the parties to reach an agreement.

- B.** Neither party in any negotiations shall have any control over the selection of the representative of the other party and each may select its representative from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Superintendent, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

ARTICLE III BENEFITS FOR CLERICAL EMPLOYEES

A. Health-Related Leave

Twelve-month employees shall be granted fifteen (15) days and eleven-month employees shall be granted fourteen (14) days at full pay for health-related absences with no limit to accumulation. In case of serious illness exceeding ten (10) days, a doctor's certificate will be furnished if requested by the chief school administrator.

A health-related day would be for sickness, doctor's appointment, family sickness or family doctor's appointments.

Upon retirement, the District will pay \$50 per each accumulated day not used to enhance retirement through E.R.S.

Employees hired after the beginning of a school year will be granted health-related leave pro rata with the portion of the school year worked.

B. Personal Days

Three (3) personal days will be granted for personal business and will not be deducted from health-related leave days. Personal days may be accumulated up to five (5) days in a year.

Unused personal days will be applied to the accumulated health-related leave days at the beginning of the succeeding year.

Employees hired after the beginning of a school year will be granted personal leave days pro rata with the portion of the school year worked.

Employees may make a request for a short-term leave of absence to the Superintendent. All applicable health insurance coverage will remain in effect for leaves of one month or less.

C. Jury Duty

An employee called for jury duty shall receive his/her full day's pay from the school and any remuneration received will be given to the school district.

D. Emergency Leave

In the event of absence due to family emergencies, the Superintendent may consider such absence as part of the health-related leave program.

E. Leave of Absence

Leave of absence may be granted at the discretion of the Board of Education. If approved, the seniority of the employee will be *frozen* during the period of absence.

F. Medical Insurance

Each unit member who enrolls or who is enrolled in the District's health insurance plan is required to contribute five percent (5%) of the cost of the plan. The District will pay the remainder of the cost for eligible unit members.

Unit members are entitled to participate in the Flexible Benefit Plan.

G. Medical Insurance Buy-Out

An employee may elect to opt out of the plan and that employee shall receive fifteen hundred dollars (\$1500.00) in lieu of a family plan or seven hundred fifty dollars (\$750.00) in lieu of the individual plan. This election of opt-out will operate unless there occurs a qualifying event under which the employee is eligible to rejoin the plan.

Buy-out payments will be paid bi-weekly, or one-half at the end of each semester, or as a lump sum at the end of *June* for the current year.

H. Dental Plan

The District will provide dental coverage for each employee in accordance with the *Dental Plan provided by the District* at a rate established by the Dental Plan Committee.

I. Tuition Reimbursement

The District will reimburse the cost of tuition for undergraduate courses at the SUNY rate. To be eligible for reimbursement, written approval of the course(s) to be taken must be obtained from the Superintendent. Reimbursement will be limited to nine (9) undergraduate hours per school year.

J. Continuing Education

Unit members will be eligible to participate in the District's Continuing Education Plan.

**ARTICLE IV
SALARY**

A. Salaries

2002-03: Each returning unit member shall receive an increase of 4% over the basic wage rate paid in the *2001-02* school year.

2003-04: Each returning unit member shall receive an increase of 4% over the basic wage rate paid in the *2002-03* school year.

2004-05: Each returning unit member shall receive an increase of 4% over the basic wage rate paid in the *2003-04* school year.

B. Longevity

Unit members will receive longevity increments according to the following schedule:

Upon Completion Of:	Increment	Total
Five Years	\$450.00	\$450.00
Ten Years	\$600.00	\$1050.00
Fifteen Years	\$700.00	\$1750.00
Twenty Years	\$800.00	\$2550.00

Twenty-five Years	\$950.00	\$3500.00
Thirty Years	\$1300.00	\$4800.00

These payments are additive, with no phase-in. Unit members will go to the step upon completion of the required number of years. This payment **will not** be added to the hourly rate of pay when figuring pay increases.

C. Starting Salary

The starting salary for newly-hired employees or that of a school district employee transferring from another position within the school district will be determined by the Superintendent of Schools, but will be no lower than the rate established by contract. Determination of the starting salary will consider the following: experience of employee in a similar position; the salary of current unit members with similar years of experience with the school district.

The President of the Clerical Association will be consulted when the salary for a newly hired employee is determined. The new salary will not exceed that of a ten (10) year employee in the clerical unit.

A minimum entry rate for newly hired unit members will be nine dollars (\$9.00) per hour.

If unit members are asked to work in the library as a substitute for the librarian, or as a substitute for a teacher, they will receive fifteen dollars (\$15.00) per day in addition to their regular pay.

D. Vacancies

Vacancies in the unit will be posted for a minimum of five (5) business days in each building. Vacancies that occur during the months of July and August will be brought to the attention of the Association President.

E. In your final fiscal year of work, compensation will be based on actual days worked.

**ARTICLE V
WORKING SCHEDULE AND EXTRA WORK**

A. Work Year

All unit members shall be employed either eleven (11) months or twelve (12) months.

B. 11 Month Employees

Eleven-month clerical employees shall work 220 days per year (eleven of which are paid holidays), including all days when school is in session. Of the required number of workdays, twenty (20) are to be worked during the summer period. Dates to be worked shall be agreed upon by the employee and his/her immediate supervisor.

C. 12 month Employees

Twelve-month employees shall work the same schedule as the District Office staff with the same *twelve* paid holidays per year.

D. Superintendent's Conference Days

Unit members are required to report for work on a Superintendent's Conference Day if requested by their supervisor and will be compensated at their normal hourly rate.

E. Extra Work

If an eleven-month employee is requested by his/her immediate supervisor to work on days not required by the above work schedule, he/she will be reimbursed for the hours worked at a rate based on his/her salary converted to an hourly rate.

A unit member who is requested by his/her immediate supervisor to work beyond the normal 40-hour workweek (normally referred to as overtime) is entitled to receive compensation for the additional time worked at a pay rate of time-and-a-half of his/her normal hourly rate. This time may not be used as compensation time without permission of the Superintendent or his designee.

F. Paid Holidays

1. Holidays are paid at the same number of hours per day as regular workdays.

2. Paid Holidays for 12 month employees are:

<i>New Year's Day</i>	<i>Independence Day</i>	<i>Friday after Thanksgiving</i>
<i>Martin Luther King Day</i>	<i>Labor Day</i>	<i>Christmas Day</i>
<i>Presidents' Day</i>	<i>Columbus Day</i>	
<i>Good Friday</i>	<i>Veteran's Day</i>	
<i>Memorial Day</i>	<i>Thanksgiving Day</i>	

Holidays that fall on Saturday or Sunday will be taken on Friday or Monday whichever day school is not in session.

3. In addition, each year, 11 month employees may choose *one (1) mental health day*. This time off will be scheduled with the employee's immediate supervisor and will not be charged as personal or health-related time. *This day must be used within the fiscal year and cannot be carried over for future use.*

G. Vacation Schedule for 12 Month Employees

Twelve-month employees shall receive vacation time as follows:

After one year	7 work days
After two – seven years	12 work days
After eight to thirteen years	18 work days
After fourteen years and beyond	20 work days

**ARTICLE VI
GRIEVANCE PROCEDURE**

Section I - Declaration of Purpose

IT IS THE PURPOSE of this procedure to secure, at the lowest possible administration level, equitable solutions to alleged grievances of employees through procedures under which they may present grievance free from coercion, interference, restraint, discrimination or reprisal.

Section II - Definitions

- 2.1. A **Grievance** is a complaint by an employee that there has been a violation, misinterpretation or misapplication of any provision of this agreement.
- 2.2. The term **Supervisor** shall mean the administrator or supervisor responsible for the area in which an alleged grievance arises except for the chief executive officer.
- 2.3. The **Chief Executive Officer** is the Superintendent of the district.
- 2.4. **Association** shall mean any non-teaching association.
- 2.5. **Aggrieved Party** shall mean any person or group of persons in the negotiating unit filing a grievance.
- 2.6. **Party in Interest** shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
- 2.7. **Grievance Committee** is the committee created and constituted by any non-teaching employees' association.

- 2.8. **Hearing Officer** shall mean any individual or board charged with the duty of rendering decisions at any stage on grievance here under.

Section III - Procedures

- 3.1. All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this agreement, policies, etc., involved in the said grievance, and 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.
- 3.2. Except for informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the employee and the association.
- 3.3. If a grievance affects a group of employees and appears to be associated with system-wide policies, it may be submitted by the association directly at State 2 described below.
- 3.4. The preparation and processing of grievances shall be done with reasonable effort to avoid interruption of work.
- 3.5. The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.
- 3.6. Except as otherwise provided in Articles 5.1A and 5.1B, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
- 3.7. No interference, coercion, restraint, discrimination or reprisal or any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- 3.8. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be

jointly developed by the Board and the Association. The Chief Executive Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.

- 3.9. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 3.10. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, which such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.
- 3.11. If any provision of this grievance procedure or any application thereof to any employee or group of employees in the negotiating unit shall be finally determined by any court to be contrary to law then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 3.12. The existence of the procedure hereby established shall not be deemed to require any employee to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any employee to pursue any other remedies available in any other form.

Section IV - Time Limits

- 4.1. Since it is important to good relationships that a grievance be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 4.2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within sixty (60) work days after the employee knew or should have known of the act or condition on which the grievance is based.
- 4.3. If a 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.

- 4.4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- 4.5. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is possible.

5.1. Stage 1: Supervisor/Building Principal

- a. An employee having a grievance will discuss it with his supervisor/ building principal, either directly or through a representative, with the objective of resolving the matter informally. The supervisor/ building principal, will confer with all parties in interest but, in arriving at his decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present. If the employee submits the grievance through a representative, the employee may be present during the discussion of the grievance.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor/building principal. Within five (5) work days after the written grievance is presented to him, the supervisor/building principal, shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the employee, his representative and the Association.

5.2 Stage 2: Superintendent

- a. If the employee initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wished to proceed further under this grievance procedure, the employee shall, within five (5) work days, present the grievance to the Association's Grievance Committee for its consideration.
- b. If the Grievance Committee determines that the employee has meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Superintendent within twenty (20) work days after the employee has received such written decision. Copies of the

written decision at Stage 1 shall be submitted with the appeal.

- c. Within five (5) work days after receipt of the appeal, the Superintendent, or his duly authorized representative, shall hold a hearing with the employee and the Grievance Committee or its representative and all other parties in interest.
- d. The Superintendent shall render a decision in writing to the employee, the Grievance Committee and its representative within five (5) work days after the conclusion of the hearing.

5.3 Stage 3: Board of Education

- a. If the employee and the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Education within fifteen (15) work days after receiving the decision at Stage 2.
- b. Within ten (10) days after receipt of an appeal the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- c. Within fifteen (15) work days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

5.4 Stage 4: Arbitration

- a. After such hearing, if the employee and/or Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Board of Education and the American Arbitration Association within fifteen (15) work days of the decision at Stage 3.
- b. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.
- c. By mutual agreement of the District and the Association, more than one grievance may be submitted to the same arbitrator.
- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or in violation of the terms of this agreement.

- e. The arbitrator's award shall set forth findings of fact, reasons and conclusions of law on only that issue submitted for determination.
- f. The arbitrator shall have no power to alter, modify, add to, or subtract from the specific provisions of this agreement.
- g. The decision of the arbitrator shall be binding.
- h. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

NOTE: If any non-teaching employee is not a member of an association he may have the same rights as an employee who is a member of an association. He may proceed through the same stages with or without the assistance of an association.

DURATION OF AGREEMENT

The agreement shall be in effect commencing July 1, 2002 and will terminate June 30, 2005.

MARCUS WHITMAN CLERICAL ASSOCIATION

BY Karen Webster DATE 11/14/02

MARCUS WHITMAN CENTRAL SCHOOL SUPERINTENDENT

BY Keith R Eddinger DATE November 14, 2002
SUPERINTENDENT