

# A G R E E M E N T

By and Between

THE SUPERINTENDENT OF SCHOOLS

of the

THE WATERTOWN CITY

SCHOOL DISTRICT

and

WATERTOWN NON-INSTRUCTIONAL

12-MONTH CLERICAL

AND SUPPORT ASSOCIATION

**July 1, 2024 - June 30, 2028**

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## **ARTICLE 1 RECOGNITION**

The Board of Education of the Watertown City School District having recognized the Non-Instructional 12-Month Clerical and Support Association (Association) as the exclusive representative of the bargaining unit defined as those employees employed by the Watertown City School District as Account Clerk Typist, Senior Account Clerk Typist, Principal Account Clerk, Attendance Clerk, Clerk, Senior Clerk, Audio-Visual Technician, Hall Monitor, Typist, Senior Typist, Secretary, Bus Driver and shall exclude all other titles including the Secretary to the Superintendent of Schools, the Secretary to the Assistant Superintendent for Instruction, the Secretary to the Assistant Superintendent for Personnel, Secretary to the Coordinator of Special Education, Payroll Senior Account Clerks, Secretary to the School Business Manager, the District Treasurer, and the District Clerk.

In accordance with Section 208 of the Civil Service Law of the State of New York, Board recognition entitles the Association to all rights, benefits and protections accorded by law.

In response to this recognition and in accordance with Section 210 of the Civil Service Law, the Non-Instructional 12-Month Clerical and Support Association affirms that the Association does not assert the right to strike nor will the Association or unit members cause, instigate, encourage, condone, assist or participate in a strike against the District. This affirmation is to continue in effect throughout the period of recognition.

## **ARTICLE 2 DURATION OF AGREEMENT**

This Agreement and all its terms and provisions is effective and shall remain in full force for a period of four (4) years commencing July 1, 2024, and terminating June 30, 2028, and shall control and govern all matters herein set forth throughout said period.

## **ARTICLE 3 WAGES**

### **A. Minimum Rates**

1. Following are the minimum hiring hourly rates as agreed to by the Parties for each year of the collective bargaining agreement.
2. Employees hired on or after March 1st of any year will not be entitled to the agreed upon wage increases, which go into effect the subsequent July 1<sup>st</sup>. However, regardless of hire date the employees will not earn below the minimum hiring rate for their title in any given year.
3. New employees will have a minimum hiring rate based on title as follows:

<b>Minimum Hiring Rate</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>2026-2027</b>	<b>2027-2028</b>
Audio Visual Technician	\$21.00	\$22.00	\$23.00	\$23.50
Clerk	\$16.75	\$17.75	\$18.75	\$19.25
Senior Clerk	\$17.00	\$18.00	\$19.00	\$19.50
Account Clerk	\$17.90	\$18.90	\$19.90	\$20.40
Principal Account Clerk	\$21.00	\$22.00	\$23.00	\$23.50
Secretary	\$19.00	\$20.00	\$21.00	\$21.50
Typist	\$17.10	\$18.10	\$19.10	\$19.60
Senior Typist	\$17.60	\$18.60	\$19.60	\$20.10
Senior Account Clerk Typist	\$18.60	\$19.60	\$20.60	\$21.10
Hall Monitor	\$16.75	\$17.75	\$18.75	\$19.25

#### **B. Yearly Increases**

1. For 2024-25 – employees’ hourly rate shall be increased by \$2.00 per hour or to the minimum hiring rate, plus \$0.10 per hour, whichever is greater.
2. For 2025-26 - employees’ hourly rate shall be increased by 3.75% or to the minimum hiring rate, plus \$0.10 per hour, whichever is greater.
3. For 2026-27 - employees’ hourly rate shall be increased by 3.75% or to the minimum hiring rate plus \$0.10 per hour, whichever is greater.
4. For 2027-28 - employees’ hourly rate shall be increased by 3.50% or to the minimum hiring rate plus \$0.10 per hour, whichever is greater.

#### **C. Starting Hourly Rates**

1. Starting hourly rates for each title covered by the bargaining unit are indicated in paragraph A above. When the District hires a new employee, the District may offer a hourly rate of pay higher than the hiring rate with the understanding that no new employee may start at an hourly rate higher than the hourly rate of a current employee with the same or more experience in the same title. It is understood that the option to credit or not credit for experience shall reside solely with the District.
2. Where a current unit member in the District moves from one title (old position) to a separate new title (new position), then the following applies:
  - a. If the minimum hiring rate in the old position is HIGHER than the minimum hiring rate in the new position, the member’s hourly rate will be reduced by the difference in the hiring rates between the two titles.

**For Example:**

<b>Example 1</b>	<b>Old Position</b>	<b>New Position</b>
Title	Account Clerk	Typist
Minimum Hiring Rates	\$13.55	\$12.80
Difference in Hiring Rates		-\$0.75
Old Hourly Rate	\$20.02	
Employee's Hourly Rate in the New Position		\$19.27

<b>Example 2</b>	<b>Old Position</b>	<b>New Position</b>
Title	Principal Acct Clerk	Account Clerk
Minimum Hiring Rates	\$14.55	\$13.55
Difference in Hiring Rates		-\$1.00
Old Hourly Rate	\$26.05	
Employee's Hourly Rate in the New Position		\$25.05

- b. If the minimum hiring rate in the old position is LOWER than the minimum hiring rate in the new position, the member's hourly rate will be increased by the difference in the hiring rates between the two titles.

**For Example:**

<b>Example 1</b>	<b>Old Position</b>	<b>New Position</b>
Title	Hall Monitor	Typist
Minimum Hiring Rates	\$12.50	\$12.80
Difference in Hiring Rates		+\$0.30
Old Hourly Rate	\$14.56	
Employee's Hourly Rate in the New Position		\$14.86

<b>Example 2</b>	<b>Old Position</b>	<b>New Position</b>
Title	Account Clerk	AV Tech
Minimum Hiring Rates	\$13.55	\$14.46
Difference in Hiring Rates		+\$1.09
Old Hourly Rate	\$15.73	
Employee's Hourly Rate in the New Position		\$16.82

#### D. Longevity

1. On July 1st of each school year, employees who will reach the anniversary years in the chart below between July 1 and December 31 of that respective school year, shall receive one-time hourly rate longevity increase.

Longevity	
Anniversary Year	Hourly Increase
Year 9	\$0.55
Year 14	\$0.55
Year 19	\$0.55
Year 24	\$0.55
Year 29	\$0.55

#### Examples:

- a. An employee who was hired on October 1, 2015, will have completed nine (9) years of service by October 1, 2024, therefore their hourly rate shall be increased by \$0.55 effective July 1, 2024.
  - b. An employee hired January 1, 2016, would not have completed nine (9) years of service by December 31, 2024, therefore their hourly rate will not be increased by \$0.55 until July 1, 2025.
2. The years of service must be based on continuous years of service in the District (excluding substitute service).
  3. Longevity payments during anniversary years will be applied to an employee's hourly rate, after any wage increases for that year, including but not limited to percentage increases, years of service increases, or flat dollar increases.

#### Example:

An employee who is earning \$16.00 per hour during the 23-2024 academic year, who completes fourteen (14) years of service by December 31, 2024, and is receiving a 3.00% wage increase for the 24-2025 would have their hourly rate for the 24-2025 academic year as follows:

23/24 Hourly Rate	24/25 Percentage Increase	24/25 Hourly Rate After Wage Increases	24/25 Longevity	24/25 Hourly Rate
\$16.00	x 3.00%	\$16.48	+ \$0.55	\$17.03

During the 25-2026 academic year the employee's 24-2025 hourly rate of \$17.03 would be used to calculate that year's wage increases.

<b>24/25 Hourly Rate</b>		<b>25/26 Percentage Increase</b>		<b>25/26 Hourly Rate After Wage Increases</b>
\$17.03	x	3.00%	=	\$17.54

4. For purposes of calculating longevity, approved unpaid leaves of absence or layoff shall toll, rather reset, time in service.
- E. The District agrees to annualize projected annual wages for unit members who do not work twelve (12) months.
- F. When an Association employee assumes the duties of an employee represented by a different bargaining unit, or of an employee not represented by a bargaining unit, the Association employee shall be compensated at the rate of time and one-half for all time the Association employee spends performing the duties of the other employee, for the time spent outside of the Association employee's standard workday.

#### **ARTICLE 4 VACATIONS**

- A. Each full-time employee covered by this Agreement whose employment is for 12-months of the year shall be entitled to an annual vacation with pay in accordance with the provisions outlined below:

- 1.

<b>Vacations</b>	
<b>Anniversary Year</b>	<b>Time Off</b>
Less than 1 year	2 Weeks prorated
Years 1-6	2 Weeks'
Years 7-14	3 Weeks'
Years 15-22	4 Weeks'
Years 23+	5 Weeks'

2. In determining years of service, an employee is hired pursuant to a fiscal year calendar which commences on July 1st of any year of an individual's employment, the standard vacation period shall be prorated if they actually worked less than a full 12 months. For "long-range" vacation computation, a full year's employment credit shall be issued if the employee is actually employed on or before December 31st of any fiscal year.



- B. It is in both Parties' interest that vacations be distributed throughout the year in a manner that prevents undue hardship upon those remaining employees not on vacation. The scheduling of vacations shall be discussed by the employee with the Building Principal, or in their absence, the Superintendent or their designee.
- C. Employee has the option to have the District buyout up to seven (7) vacation days. These funds will be directly deposited into a qualifying 403B plan chosen by the District.

## **ARTICLE 5 HOLIDAYS**

All bargaining unit members who are expected to report to work the day before and after the holidays listed below will not have to report to work on the holiday and will not have their pay reduced for not working:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Juneteenth*	Christmas Eve
July Fourth	Christmas Day
Labor Day	

If Good Friday falls on a student vacation day, then the members shall receive Good Friday as a holiday. But if Good Friday falls on a student school day, then members will work on Good Friday and will be granted an alternative vacation day to be determined by the Superintendent of Schools and not be considered a snow day give back or exchanged for another listed paid holiday.

\*Juneteenth (when recognized as a holiday on the District's instructional calendar and if the employee would be otherwise scheduled to work).

## **ARTICLE 6 SNOW DAYS**

Employees covered by this Agreement will report to work on snow days unless otherwise directed by the Superintendent.

## **ARTICLE 7 LEAVES OF ABSENCE**

For any absences covered under this section, the District has the right to take whatever steps necessary to verify the appropriate use of such leave. Furthermore, where a pattern of usage can be documented, a doctor's certificate or other proof acceptable to the Assistant Superintendent for Personnel may be required.

## **A. Family Illness Leave**

All unit members are entitled to six (6) days per year for illness in the immediate family, with the possibility of using eight (8) additional days drawn from the member's personal sick leave after use of the six (6) family illness days, subject to the following:

1. For the first year of regular full-time employment, the number of days allowed will be prorated on the basis of one day for each two months of anticipated actual employment in that year.
2. Immediate family is defined as: mother, father, daughter, son, sister, brother, spouse, grandchild, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, and significant other, or relative or significant other living in the same household.
3. When an employee is absent for three (3) or more consecutive workdays for family illness, the District may request a doctor's statement certifying as to the person who is ill and the nature of the illness.
4. Days allowed for family illness do not accumulate from year to year.
5. After use of the six (6) family illness leave days in a school year, the member may use up to eight (8) personal sick leave days for family illness where such days shall be deducted from unit member's accumulated sick leave. A member must have accumulated sick leave days to draw from in order to take more than the initial six (6) family illness leave days in a year.
6. In cases of relatives other than the above or if the unit member requires more than the fourteen (14) family illness days available for a serious family illness as defined by the Family Medical Leave Act, the unit member shall submit for approval from their immediate supervisor and the Superintendent of Schools or their designee by providing written justification as to the closeness of the relationship or justification for the use of additional personal accumulated sick days for the family illness, as the case may be. In these instances, it is understood that there are no requirements to grant additional family sick leave days and that the District will consider such requests on a case-by-case basis.

## **B. Bereavement Leave**

All employees covered by this agreement are entitled to Bereavement Leave, for death in the immediate family, subject to the following:

1. a. Immediate family is defined as: mother, father, daughter, son, sister, brother, grandmother, grandfather, grandchild, spouse, daughter-in-law, son-in-law or relative living in the same household.  
b. Family is defined as aunt, uncle, mother-in-law, father-in-law, sister-in-law, or brother-in-law. Name and location of the services for the deceased must be disclosed to immediate supervisor at the time of request for such leave to be approved.

2. In cases of relative other than the above, the employee shall submit for approval to the Superintendent, written justification as to the closeness of relationship. In these instances, it is understood that there is no requirement to grant five (5) days of leave and that the District will consider other relations on a case by case basis, furthermore the District reserves the right to limit leave time to the day of the funeral only.
3. Each employee will be entitled to five (5) days absence for each death in the immediate family as defined in #1a above. Each employee will be entitled to three (3) days absence for each death in the family as defined in #1b above.
4. Where bereavement leave is being utilized, as provided in paragraph 3 above, employees must provide a written notification to the Superintendent of Schools.
5. In cases of a relative other than the above, or additional time is needed beyond detailed above, the employee shall submit the request with written justification as to the closeness of the relationship to the Superintendent of Schools for approval. In these instances, it is understood there is no requirement to grant bereavement leave and the district will consider other relations on a case-by-case basis. Furthermore, the District reserves the right to limit leave time to the day of the funeral only.

### **C. Necessary Business Leave**

All unit members are entitled to three (3) necessary business days per year subject to the following:

1. Normally a reason or excuse for a necessary business day absence is not required, but reasonable notice must be given by the employee to their immediate supervisor or the Superintendent. Whenever possible, at least forty-eight (48) hours advance notice for use of a necessary business day will be given.
2. In the absence of special circumstances to be reported by the employee to their immediate supervisor and to the Superintendent, a necessary business day shall not be taken on a day prior to or following a school vacation or holiday.
3. Necessary business days may accumulate to a maximum of five (5) days.
4. If at the beginning of the school year the additional three (3) days granted would exceed the five (5) which is the most that may be accumulated, the excess will be credited annually to the sick leave accumulation.
5. If the employee has accumulated three (3) or more necessary business days, up to three (3) may be used in one school year without a reason or excuse.
6. Requests for use of the fourth (4<sup>th</sup>) or fifth (5<sup>th</sup>) necessary business day(s) in one school year shall be sent to the Superintendent with an explanation of the reason for which it will be used. The Superintendent has the discretion to grant or deny these requests.

#### **D. Sick Leave**

All unit members are entitled to twelve (12) sick leave days per year cumulative to a total of 215 days for the members own illness subject to the terms in this Article and the following:

1. For the first year of regular full-time employment, the number of days allotted to an employee will be prorated on the basis of one day for each month of anticipated actual employment in that year.
2. A doctor's certificate or other proof acceptable to the district may be required for any absence for sickness after three (3) consecutive days of illness. Where a pattern of sick leave usage can be documented, the District shall take such steps as necessary to verify appropriate use of such leave.

#### **E. Sick Leave Incentive**

Beginning July 1, 2016, bargaining unit members will be given the option to sell back to the District sick leave days at the member's existing daily rate of pay at the time of the sellback. The member can sell back a maximum of (5) sick days a year based on the amount accumulated and the schedule below.

<b>Accumulated Sick Days</b>	<b>Number of Days to Sell Back</b>
12-33	2
34-51	3
52-71	4
72+	5

To sell back days, the member must notify the District by July 1<sup>st</sup> in the year following the school year in which the member met the following qualifications to be eligible to sell back days:

- i. Employee must have used no more than (3) sick days in the eligibility year;
- ii. The member must not have missed any workdays for no pay; and
- iii. Proper use under the contract of personal, bereavement, family illness, days which are not deducted from sick leave time, or vacation, as the case may be, will not affect eligibility for sellback days under this section.

The school year will be July 1 to June 30. The District will include payment for the appropriate amount in the last pay period in October.

#### **F. Sick Leave Bank**

The District will maintain a sick leave bank for bargaining unit members. An employee may enroll in the sick leave bank in September. New employees may enroll when they begin employment with the District.

## **ARTICLE 8 EXTENDED ABSENCE**

Any bargaining unit employee who is unable to return to work after exhausting sick leave may apply for a leave of absence without pay for a period not exceeding one year. If said leave is granted, and the employee at the expiration of such leave is unable or for any reason fails to return to work, said employment shall be automatically terminated and the Board of Education may make a new appointment to fill this position.

## **ARTICLE 9 HEALTH INSURANCE**

- A. In order to qualify for health insurance, an employee must work 30 or more hours per week under this agreement.
- B. The District will pay the following percentages of the cost of health insurance for employees hired prior to July 1, 2006. Eligible employees must pay the remainder of such costs.

<u>School Year</u>	<u>District Contribution</u>	<u>Employee Contribution</u>
As of July 1, 2019	86%	14%
2023-2024 and after	85%	15%

- C. For employees hired after June 30, 2006, the District will pay 85% of the employees' premium cost and the employee will pay 15%. The employee's share of the premium cost will be deducted from the employee's paycheck.
- D. Should the carrier for the health insurance plan be changed, the District will provide essentially the same or equivalent coverage. The Association agrees to accept any and all changes to the Jefferson-Lewis et. al. School Employees' Healthcare Plan as determined by the Plan's Board of Trustees.
- E. The District agrees to maintain a Section 125 plan for employee health insurance contributions.
- F. Employees hired prior to July 1, 2006, will be eligible to continue health insurance coverage in retirement at no cost to the retiree, provided they have met the following requirements:
  - a. are employed by the Watertown City School District at the time of retirement and are enrolled in the health plan at the time of retirement;
  - b. provide proof of retirement and otherwise meet the definition of retirement as specified by the NYS Employees' Retirement System; and
  - c. meet the minimum service requirement of five (5) years of service with the Watertown City School District.

G. Employees hired after July 1, 2006, will be eligible to continue health insurance coverage in retirement provided they have met the following requirement:

- a. are employed by the Watertown City School District at the time of retirement and are enrolled in the health plan at the time of retirement;
- b. provide proof of retirement and otherwise meet the definition of retirement as specified by the NYS Employee Retirement System;

Meet the minimum service requirements with the Watertown City School District as listed in the following schedule:

<b>Years of Service in District</b>	<b>Employee Premium Contribution</b>	<b>District Premium Contribution</b>
5 - 9	75%	25%
10 - 19	50%	50%
20 - 24	25%	75%
25+	0%	100%

## **ARTICLE 10 DENTAL INSURANCE**

For any eligible participating employee in the Dental Plan, the District will contribute \$50 towards the individual plan or \$100 towards the family plan. For an employee to be eligible for the dental plan, the employee must work at least 30 hrs/wk. Association and District representatives shall form a committee of labor and management to review the current dental plan for possible changes. It is understood the District and all its bargaining units must agree to a change in Dental Insurance provider or any change to existing benefits or coverage. Any recommendation to change plans shall require the approval of the Board.

## **ARTICLE 11 RETIREMENT PLAN**

The District will make available to each employee covered by this Agreement, participation in the 25-year Retirement Plan at one-half pay as provided in Section 75G "Career Retirement Plan" of the New York State Retirement and Social Security Law. Any full-time employee who retires by meeting the service requirements as defined by the NYS Employees' Retirement System will be afforded Section 41(j) of the New York State Retirement Plan, which provides for the conversion of sick leave to service credit.

The maximum additional service credit allowed under Subdivision (j) is one hundred sixty-five days (165). The additional service credit is applied on a workday basis (260 days = one year).

Members who receive a cash payment based on their accumulated sick leave at retirement are not eligible for the additional service credit. Payments for unused sick leave cannot be considered in the calculation of a member's final average wages.

**ARTICLE 12**  
**RETIREMENT INCREMENT**

- A. Any employee, working more than four (4) hours per day who retires (as defined by Employees' Retirement System) after the completion of ten (10) years of service in the Watertown City School District, shall be compensated for each day of accumulated sick leave up to a maximum of two hundred fifteen (215) days (\$6,900) as follows:

\$15/day for the first 100 days = \$1500

\$30/day for days 101-150 = \$1500

\$60/day for days 151-215 = \$3900

Any employee working four (4) or less hours per day shall have the above amounts prorated to one-half the amount indicated.

**ARTICLE 13**  
**EMPLOYMENT OPENINGS**

The President of the Association shall be notified of any opening for a position in the bargaining unit.

**ARTICLE 14**  
**PERSONNEL FILES**

- A. The official District personnel file for unit members shall be maintained in the Central Office.
- B. Unit members shall have an opportunity to examine materials derogatory to a unit member's conduct, service, character, or personality prior to such material being placed in the member's file.
- C. Whenever reasonably possible, unit member shall be informed in person of unfavorable material to be placed in their file at least twenty-four (24) hours in advance.
- D. Upon review of such materials, the unit member shall acknowledge that they have read the material available in the Office of the Superintendent of Schools by affixing their signature on the actual copy to be filed. Such signature merely signifies that the unit member has read the material to be filed and does not necessarily indicate agreement with its contents.
- E. An incident which has not been reduced to writing within six (6) months of its discovery or occurrence, whichever is later, may not be added to the file, provided that nothing herein shall be used or impair, infringe, or abridge the District's right to file and prosecute disciplinary charges or take disciplinary action pursuant to New York State Civil Service Law for conduct falling within the appropriate statute of limitations.
- F. The unit member shall have the right to answer any material filed and that their answer shall be attached to the file copy. The unit member shall have thirty (30) calendar days from the date of their initial examination of the contested material to provide a written response to such

material which will then be placed in the personnel file along with the original material examined. For 10-month unit members, the thirty (30) calendar days shall not be counted as part of the time limit from July 1 to August 31 of any school year and such extension does not extend any grievance timelines.

- G. Upon request, unit members in the presence of the custodian thereof, shall be permitted to examine their files with such examination be scheduled at a mutually agreeable time between the Parties within five (5) business days of the request. Unit members may receive copies of any material in their files upon request.
- H. No material in a unit member's file will be released to anyone other than District personnel in the course of their duties without the unit member's permission. This shall not limit candidate references requested of the District, the release of public records as required by law, or the release of information which is the subject of litigation or other administrative procedures.

## **ARTICLE 15**

### **ASSOCIATION BUSINESS**

#### **A. Membership**

The District agrees that it will comply with its obligations under Civil Service Law §208 as amended on April 12, 2018. Those obligations include the following:

1. On the first Wednesday of every calendar month, the District will provide to the bargaining unit President and Vice President a list of all the new employees eligible for membership in the bargaining unit who are:
  - i. Newly hired or reemployed; and/or
  - ii. An employee recently promoted or transferred into a position represented by the bargaining unit where such employee was not previously in a position represented by the bargaining unit.
  - iii. The definitions of hired, reemployed, recently promoted, or transferred shall apply to all the terms of this Section.
2. The list provided by the District to the bargaining unit shall contain at minimum the employee's name, address, job title, employing agency, department or other operating unit, work location, and wages.
3. Union Meetings Under Taylor Law: New Employee Orientation Prior to the Start of School Year. As part of New Employee Orientation that takes place outside of a regular workday and/or prior to the start of the school year, the District will provide a one (1) hour block of time for new, reemployed, promoted, or transferred employees as identified above to meet with the representative(s) of the bargaining unit.



#### 4. Union Meetings Under Taylor Law: Monthly New Employee Meetings

- i. Once a month on a schedule agreed to by the Parties, new, reemployed, promoted, or transferred employees will be permitted a reasonable amount of time without charge to such employee's leave credits to meet with a union representative designated by the bargaining unit. The Parties agree that the agreed to meeting is one (1) group meeting per month for all new, reemployed, promoted, or transferred employees identified above as hired in the previous month to meet with a designated union representative.
- ii. The District and bargaining unit agree that such meeting time shall be at least 30 minutes, but on a case by case may be longer as agreed to by the District and the bargaining unit.
- iii. Where the designated union representative must travel to a different building to meet with the new employees, the representative shall be granted additional time as necessary for accommodating roundtrip travel time.
- iv. Arrangements for the monthly meeting must be scheduled in consultation with the Superintendent or their designee. The union representative may use either time under Association Business Days or the representative's own necessary business leave time for such meeting.

#### **B. Association Time**

1. On the first Superintendent's day of the new school year, the Association shall have a forty-five (45) minute block of time as agreed to by the Parties for the Association to meet with its membership. The District will note the Association meeting time on any agenda for the Superintendent's conference days.
2. The Association shall be granted six (6) days for use by the Unit President and/or their designee for Association business.

#### **C. Dues Authorization and Deduction**

1. The District agrees to deduct from the wages of unit members, dues for the Watertown Clerical and Support Related Professionals' Association, as said members individually and voluntarily authorize the District to deduct in accordance with the terms of the signed dues deduction authorization card, and to transmit the monies promptly to the treasurer of the bargaining unit.
2. The Association agrees to provide all executed dues authorization cards signed by newly hired employees to the District or by any other employee eligible to join the union and who authorizes the deduction of dues from the employee's paycheck. The District shall have no obligation whatsoever to deduct dues from any employee unless the District has been provided a copy of a properly signed dues authorization card.

3. The District agrees to abide by the terms and conditions of revocation of a properly signed dues authorization card consistent with the terms and procedure outlined on the dues authorization card pursuant to the requirements of New York State Civil Service Law.
4. The right to such membership dues deduction shall remain in full force and effect until:
  - i. an individual employee revokes membership in the employee organization in writing in accordance with the terms of the signed authorization; or
  - ii. the individual employee is no longer employed by the public employer, provided that if such employee is, within a period of one year, employed by the same public employer in a position represented by the same employee organization, the right to such dues deduction shall be automatically reinstated.

## **ARTICLE 16**

### **GRIEVANCE PROCEDURE**

This article is to provide an orderly system for the prompt hearing and resolution of grievances.

#### **Definitions**

*Grievance* - is any alleged violation of this Agreement.

*Employee* - is any person in the unit covered by this Agreement.

*Aggrieved Party or Grievant* - is any employee or group of employees it is alleged has suffered harm as a result of the alleged violation of the Agreement and who submits a grievance or on whose behalf it is submitted by the Association.

*Days* - Days shall mean calendar days.

#### **Submission of Grievances**

- A. Except at Level 1, all grievances must be in writing and include:
  1. The name of the aggrieved party;
  2. The nature of the grievance including a specific statement of:
    - a. The contract clause allegedly violated;
    - b. The date, time, and place of the event giving rise to the grievance;
    - c. The identity of any person(s) causing the event being grieved;
    - d. The names of any witnesses to the event known to the grievant;
  3. Copies of any material, relevant documents, and records in possession of the grievant concerning the alleged grievance; and
  4. The remedy sought.
- B. All responses shall be provided in writing.

- C. If any one of the time requirements for presentation or appeal of the grievance by the aggrieved party is not completed pursuant to the contract, the grievance will be deemed withdrawn.
- D. All grievance meetings and hearings will be conducted outside the normal workday.

### **Stages of the Grievance Procedure**

#### **Level 1**

An aggrieved party shall present and discuss their grievance orally to their supervisor within five (5) days after the grievance occurred or the occasion from which it arises first becomes known or should have become known to the grievant. The grievant must indicate to the supervisor the purpose of the meeting is to resolve the grievance informally. The supervisor shall provide a response in writing to the grievant within five (5) days after the meeting.

#### **Level 2**

If the grievant is not satisfied with the written response provided at Level 1, they may appeal the response to the Superintendent. The written appeal must contain the elements listed in Submission of Grievances and be received by the Superintendent within five (5) days of receipt of the Level 2 decision. Within ten (10) days after receipt of the grievance, the Superintendent shall meet with the grievant and a representative, if desired by the grievant. The Superintendent shall provide a written response to the grievant within five (5) days of the meeting.

#### **Level 3**

If the grievant is not satisfied with the written response provided at Level 2, they may appeal the response to the Board of Education. The written appeal must contain the elements listed in Submission of Grievances and be received by the Superintendent's office within five (5) days of receipt of the Level 2 decision. Within fifteen (15) days of receipt of the appeal, a hearing will be held by the full Board of Education or a committee of Board members. If held by a committee, the committee shall make a recommendation at the next regularly scheduled Board of Education meeting, at which the Board shall make a decision. The Board of Education shall provide a written response to the grievant within ten (10) days of the Board meeting at which their decision is made. The Board's decision shall be final and binding.

### **ARTICLE 17 SAVINGS CLAUSE**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be contrary to law, then such provision or application shall be deemed not valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

**ARTICLE 18**  
**CHANGE IMPLEMENTATION**

It is the intent of the parties that all rights, powers, prerogatives and authority that the Employer had prior to the signing of this Agreement are retained by the Employer, and that with the exception of specific provisions of this Agreement the employer shall have the unrestricted right to manage its affairs.

**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.**

IN WITNESS WHEREOF this Agreement has been executed this 22 day of November, 2024.

WATERTOWN CITY SCHOOL DISTRICT  
WATERTOWN, NEW YORK

By: \_\_\_\_\_

Dr. Larry Schmiegel  
Superintendent of Schools

WATERTOWN CITY  
NON-INSTRUCTIONAL  
12-MONTH CLERICAL & SUPPORT  
ASSOCIATION

By: \_\_\_\_\_

Patricia Davis  
Association President

**APPENDIX A  
GRIEVANCE FORM**

Aggrieved party \_\_\_\_\_

Please describe the nature of the grievance: \_\_\_\_\_

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Contract provision(s) alleged to have been violated: \_\_\_\_\_

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Date, time, and place of the event giving rise to the grievance: \_\_\_\_\_

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The identity of any person(s) causing the event being grieved: \_\_\_\_\_

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The names of any witnesses to the event known to the grievant: \_\_\_\_\_

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Are copies of any material, relevant documents, or records concerning the alleged grievance attached?

Yes \_\_\_\_\_ No \_\_\_\_\_

What remedy or resolution of the dispute are you seeking? \_\_\_\_\_

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date