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**Contract Database Metadata Elements**

Title: **Rondout Valley Central School District and Rondout Valley Federation of Teachers & School Related Personnel (Secretarial Employees) (2002)**

Employer Name: **Rondout Valley Central School District**

Union: **Rondout Valley Federation of Teachers & School Related Personnel (Secretarial Employees)**

Local:

Effective Date: **07/01/02**

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

PERB ID Number: **6067**

Unit Size: **29**

Number of Pages: **28**

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Rondout Valley Csd And Rondout  
Valley Federation Of Teachers  
(Secretarial)

SD/SEC

**DRAFT**

COLLECTIVE AGREEMENT

between the

RONDOUT VALLEY CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION

and the

RONDOUT VALLEY FEDERATION OF TEACHERS  
AND SCHOOL RELATED PERSONNEL

(Secretarial Employees)

July 1, 2002 - June 30, 2007

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JAN 22 2004

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

29

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7/1/02 - 6/30/07

**AGREEMENT** made as of the 1st day of July, 2002, by and between the Rondout Valley Central School District Board of Education (Board) and the Secretarial Unit of the Rondout Valley Federation of Teachers and School Related Personnel (Federation). **only change would be in the dates**

### Preamble

In order to effectuate the provisions of the Public Employees' Fair Employment Act, L. 1967, Ch. 392 (Taylor Law) , the Board and the Federation have negotiated and by this Agreement seek to confirm the terms and conditions of employment of the clerical employees (Employees) of the Rondout Valley Central School District (District) for the term hereof. **no changes**

### Article 1

#### Recognition

The District recognizes the Federation as the exclusive representative of all clerical employees with the exception of the secretary to the superintendent, and the administrative assistant to the superintendent **and a clerical position in the Business Office**. Such recognition shall extend for the maximum period by law.

*caps*

*\* (effective 7/1/2003)*

#### Article II

#### Vacancies and Promotions

2.1 All vacancies in promotional and competitive classifications shall be posted in every school building, clearly setting forth a description of and the qualifications for the position, salary, building and classification as listed in Section 5.2 of this Agreement.

2.2 When school is in session, such notice shall be posted as far in advance as practicable, and at least 15 school days before the final date when applications must be submitted and in no event less than ten school days before such date.

2.3 An employee who wishes to be considered for appointment to any such vacancy shall submit his or her application in writing to the superintendent or the designated administrator with a copy to the appropriate building administrator, within the time limit specified in the announcement. The employee must, if not properly certified, submit an examination request to the Ulster County Civil Service Commission.

2.4 All appointments to the aforesaid vacant positions shall be based on qualifications and experience and upon satisfactory performance on the Civil Service Examination for said position. When a vacant position is to be filled from among two or more applicants therefore, and as among those applications all other factors are equal, length of service in the District shall determine the applicant selected to fill such vacancy. Appointments shall be made without regard to age, race, creed, color, religion, nationality, marital status, sex, or ancestry, unless based upon a bonafide occupational qualification.

2.5 If an applicant for such a vacant position who is not selected for appointment thereto so requests, he or she shall be given a written statement of the reason, or reasons for his or her non-appointment.

2.6 When a permanent employee is promoted to another position within the District, there shall be a **eight** week probationary period. At the conclusion of the **eight** week probationary period, the employee, if he or she so chooses, may return to his or her original position. The building administrator also has the right, at the conclusion of the **eight** week probationary period, to require that the employee be returned to his or her original position.

2.7 The qualifications and experience required for appointments or assignment to a position within the negotiating unit shall be determined by the District. When qualifications and experience of applicants for a position are judged by the District to be relatively equal, the selection shall be based upon the relative seniority in the District.

### **Article III**

#### **Evaluation**

3.1 All observations of the work performance of employees shall be conducted openly and shall not be conducted secretly.

3.2 All observations and/or evaluations shall be conducted by the employee's immediate administrator. It is understood that only certified administrative personnel shall be eligible to conduct evaluations or observations of the work performance of employees in this unit.

3.3 Employees will be given a copy of any evaluation report of any observation by his or her immediate administrator and will be required to sign the office copy to indicate that he or she has received same.

3.4 Within five (5) working days following any evaluation, the evaluated employee and his or her administrator will meet to discuss the observation. All such conferences will be held in private. Such conferences can be waived by mutual agreement if the work performance of the evaluated employee is rated as satisfactory or above.

3.5 The employee has the right to respond to the evaluation which shall be included with the office copy. The administrator, in order to indicate that he has received same, will affix his signature to such written response.

### **Article IV**

#### **Discipline and Discharge**

4.1 Once having completed their probationary period, in lieu of Section 75 of the Civil Service Law, employees shall have the right to a just cause disciplinary arbitration in cases of discipline, including discharge. The process of appeal will be according to the grievance procedure in this Agreement.

The following panel of arbitrators shall serve as just cause grievance arbitrators:

1. Jeffrey Selchick
2. David Stein

The panel members shall serve upon the basis of availability and to the extent practicable on a rotating basis.

### **Article V**

#### **Employee Salary Schedule**

5.1 General Provisions:

SEC  
N.S.  
JMJ

MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE RONDOUT VALLEY CENTRAL SCHOOL DISTRICT, hereinafter "the District" and THE RONDOUT VALLEY FEDERATION OF TEACHERS AND SCHOOL RELATED PERSONNEL (SECRETARIAL EMPLOYEES), hereinafter "the Union";

WHEREBY, the parties agree to revive and incorporate the provisions of the July 1, 1996 through June 30, 2002 Collectively Negotiated Agreement between them into a new five year Collectively Negotiated Agreement, effective July 1, 2002 and terminating on June 30, 2007, except as modified by the following provisions:

1. Article I - Modify the provision by excluding a vacant clerical position in the Business Office from the bargaining unit, effective July 1, 2003.

2. Article VI(6.8)(B) - Replace the provision with the following:  
"Sick bank days may only be granted when a majority of the Board (at least four members) agrees to grant the request for sick days."

should be spelled out

3. Article VI(6.8)(C)(2) - Change to read:  
"The Sick Bank Board shall grant up to 90 days to qualified applicants who have exhausted all accrued sick leave and who apply for days as a result of extended absences resulting from catastrophic illness, injury or disability such as long-term cancer treatment, heart attack, etc. and which normally require hospitalization or long-term recuperation. First year employees are limited to 20 sick bank days; second and third year employees are limited to 30 sick bank days; fourth year employees are limited to 40 sick bank days; fifth year employees are limited to 50 sick bank days."

4. Article VI(6.8)(C)(3) - Add the following sentence:  
"Any expense incurred by a unit member as a result of the Sick Leave Board's decision requesting 'additional' proof beyond a doctor's statement, shall be paid by the District with the employee using his or her primary insurance. If the Sick Bank Board directs the employee to see another physician, the physician will be mutually agreed upon or the parties will use the District physician if they cannot mutually agree upon a physician."

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*H.S.*  
*JMJ*

Also, add the following sentence:

✓ "Decisions of the Sick Leave Board shall be subject to the grievance and arbitration procedures set forth in this contract."

✓ 5. Article VII(7.4) - Replace the first sentence with the following:

"Beginning with the first Monday after graduation, and concluding a full week prior to the Labor Day weekend, the secretarial unit shall operate on a four-day week. The week prior to Labor Day weekend will be a regular work week. The District may assign unit members to either a Monday through Thursday schedule or a Tuesday through Friday schedule with a minimum of one-month's notice to the unit member."

✓ 6. Article VII(7.8) [New] - Add the following:

*SEE ALSO*  
*#18*

"The District reserves the right to assign clerical personnel within their job titles to different work sites during Summer or recess periods."

✓ 7. Article VIII(8.1) - Replace with the following:

"Effective July 1, 2003, the District shall pay 96.5% of the individual or family health insurance premium under the Dutchess Educational Health Insurance Consortium Alternate PPO Plan or any District-sponsored HMO. The MVP HMO will be changed to the MVP Co-Plan 15, effective July 1, 2003. Effective July 1, 2004, the District shall pay 95% of the individual or family health insurance premium under the Dutchess Educational Health Insurance Consortium Alternate PPO Plan or any District-sponsored HMO. Employee contributions will be automatically deducted by the District through the Section 125 Internal Revenue Code Plan. Additionally, the District's contribution to HMO premiums for individual and family coverage shall not exceed the cost of the individual or family premiums as provided for in the DEHC Alternate PPO Plan."

✓ 8. Article VIII(8.2) - Modify the provision by deleting the reference to the Statowide Plan as well as subparagraphs c and d.

✓ 9. Article VIII(8.6) - Delete the provision.

*J.E.*  
*J.M.P.*

- ✓ 10. Article IX(9.2) - Change the title to "Separation Pay" and replace the provision with the following:

"Employees upon separation from the District after ten years of service, shall receive payment for all unused sick days based upon the following:

25% of the daily value for the first 25 days; then  
 50% of the daily value for the next 25 days; then  
 75% of the daily value for the next 25 days; then  
 100% of the daily value for the next 25 days.

Employees who are terminated from their position will not be eligible to receive this benefit."

- 11. Article IX(9.3)(c) - Replace the provision with the following:

*See language*

"The District shall pay a retirement incentive of \$20,000 to all full-time unit members who submit an irrevocable letter of resignation at least five months prior to the time the unit member is eligible to retire under the New York State Employees Retirement System without penalty. Employees must submit appropriate documentation from ERS showing they are eligible to retire under ERS without penalty documentation. To be eligible for this retirement incentive, a unit member must be employed in the District under the terms outlined in Article VIII, Section 8.3 or 8.4. The retirement incentive will be reduced to \$15,000, effective June 30, 2007."

- ✓ 12. Article IV(4.1) - Replace the provision with the following:

"Once having completed their probationary period, in lieu of Section 75 of the Civil Service Law, employees shall have the right to a just cause disciplinary arbitration in cases of discipline, including discharge. The process of appeal will be according to the grievance procedure in this Agreement.

The following panel of arbitrators shall serve as just cause grievance arbitrators:

1. Jeffrey Selchick
2. David Stein

The panel members shall serve upon the basis of availability and to the extent practicable on a rotating basis."



*NS*  
*JMD*

✓ 13. Article II(2.6) - Modify the provision by eliminating all references to "two week" and replacing them with "eight week".

✓ 14. Article V(5.1)(c) - Replace the provision with the following:

"An employee shall not have permanent status in his or her position until he or she has satisfactorily completed the probationary period following appointment from an eligible list."

✓ 15. Article VI(6.3) - Modify the provision by changing the reference from "calendar year" to "school year".

✓ 16. Article XI(11.1) - Replace the provision with the following:

"An employee who is absent due to a workers' compensable injury, as defined in the Workers' Compensation Law and who is disabled from his or her performance of duties in the District may use his or her accumulated leave during the period of the workers' compensable injury. Any workers' compensable award will be received by the District with the employee receiving credit for loss of sick leave. This credit will be compiled to the nearest day by dividing the reimbursement received from the Workers' Compensation carrier by the employee's daily rate of compensation."

✓ 17. Article VI(6.5)(d) [New] - Add the following:

"Unit members with unused vacation days may carry forward five (5) accumulated vacation days for a period not to exceed one year."

✓ 18. Article VIII(8.7) - Modify by increasing the District's contribution to \$680.00 in 2004-05; \$830.00 in 2005-06; and \$980.00 in 2006-07.

19. Article VII(7.8) [New] - Add the following: **7.9**

"Employees will receive a 30 calendar day notice from the District prior to being excessed."

✓ 20. Article V(5.3) - Add the following:

"Salary schedules will be increased by 3.1% in 2002-03; 3.5% in 2003-04; 3.5% in 2004-05; 3.5% in 2005-06; and 3.5% in 2006-07."

*04 NS*  
*JMD*

*L.S.  
JMS*

21

Article V(5.3) - Add the following: *V(5.3)(e)*

"Effective July 1, 2003, in the office of each Building Principal and in the office of each Central Office Administrator, including the Buildings and Grounds Department and the Food Service Department, where there is no employee placed on Schedule 'C' due to job title, the District will have the option of placing one clerical employee on Schedule 'C'."

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A \$500 longevity will be established in 2002-03 for employees with 18 years of service in the District. It will be increased by \$500 in 2003-04; \$500 in 2004-05; \$500 in 2005-06; and \$500 in 2006-07.

*Schedules must be corrected to show longevity*

SO AGREED, this 21st day of May, 2003, subject to ratification by the parties' respective constituencies, as recommended by their negotiating teams.

THE DISTRICT

THE UNION

BY: *Walter D. Public, Ed.D.*

BY: *John M. Haeseler*

BY: *Jay M. Siegel*

BY: *James M. Bianco*

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TO: WALTER FUZTS <sup>9/5</sup> J.H.

FROM: JAY SEEBEL JMS

RE: RVF CLERICAL MOA

DATE: MAY 21, 2003

I am writing to confirm that paragraph "11" of the M.O.A. is not intended to require employees to retire in the first year they are eligible without penalty. It is intended to allow employees to receive the incentive as long as they comply with the stated provision and retire at any time after they are first eligible to retire without penalty.

a. All employees hold positions in the competitive class of the classified Civil Service of the District.

b. To be eligible for appointment, a prospective employee must take and pass the appropriate Civil Service examination. Unless otherwise provided by law or this Agreement, appointments will be made from among the top three candidates on the appropriate eligible list promulgated by the Ulster County Civil Service Commission and who are willing to accept this appointment.

c. **An employee shall not have permanent status in his or her position until he or she has satisfactorily completed the probationary period following appointment from an eligible list.**

d. A new employee may receive service credit for previous work experience providing the previous experience was recent and directly related to the work required in the position to which the appointment was made.

5.2 Salary Classification:

There shall be three classifications as follows:

Classification A: (10 or 12 Months)

Typist  
Account Clerk  
Receptionist

Classification B: (12 Months)

Account Clerk Typist  
Senior Typist  
Stenographer

Classification C: (12 Months)

Senior Stenographer  
Senior Account Clerk

5.3 Salary:

a. Each employee's annual salary shall be determined by placement in the salary schedules annexed hereto as Appendix A.

b. Advancement to the next succeeding step on the salary schedule shall occur on July 1 annually for employees who have been in the District six months or more.

c. Longevity shall be paid in accordance with the attached salary schedules.

d. **Salary schedules will be increased by 3.1% in 2002-03; 3.5% in 2003-04; 3.5% in 2004-05; 3.5% in 2005-06; and 3.5% in 2006-07.**

e. **Effective July 1, 2003, in the office of each Building Principal and in the office of each Central Office Administrator, including the Buildings and Grounds Department and the Food Service Department, where there is no employee placed on Schedule □C□ due to job title, the District will have the option of placing one clerical employee on Schedule □C□.**

5.4 Summer Employment:

Ten month employees shall have right of first refusal should summer work for which they are qualified become available within the District. Minimum pay for any such work shall be at either the employee's own current hourly rate (adjusted for any contractual increases) or should the employee assume a job in a higher category or classification, the employee shall be paid the higher rate of his or her same step level.

**Article VI**

**Leave**

6.1 Sick Leave:

Each twelve (12) month employee shall be granted nineteen (19) days per year for sick leave effective July 1 annually. Ten (10) month employees shall receive sixteen (16) sick leave days per year for sick leave effective September 1 annually. Sick leave credits may be accumulated without limitation from year to year.

As of July 1, 1994, new twelve (12) month employees shall receive eighteen (18) sick days per year for such leave; new ten (10) month employees shall receive fifteen (15) days per year for such leave.

As of July 1, 1995, new twelve (12) month employees shall receive seventeen (17) sick days per year for such leave, new ten (10) month employees shall receive fourteen (14) days per year for such leave.

6.2 Personal Leave:

a. Employees may charge up to four days against accumulated sick leave credits annually for the transaction of personal business that cannot be accomplished at times other than during work hours. Each employee may charge up to three (3) days for religious observance. The first one (1) day shall be charged to accumulated sick leave credits and the second and third days to personal leave. Personal leave shall not be used as vacation time, for the pursuit of a hobby or avocation, or an additional vacation. Applications for use of such leave shall be made not fewer than three days in advance of each anticipated absence for personal reasons on a form annexed hereto as Appendix F, except in an emergency, to the designee of the superintendent. The granting of such leave is subject to the reasonable operating needs of the District, but the approval of such leave shall not be unreasonably withheld.

b. Personal leave shall not be available except in an emergency for days immediately preceding or following a vacation, holiday, or the beginning or end of the school year.

c. Personal leave shall not be available to any employee who has announced his or her intention to resign or retire during the six months immediately preceding the effective date of such resignation or retirement except with the permission of his or her supervisor, which permission shall not be unreasonably withheld.

6.3 Family Illness:

It is the responsibility of each employee to make arrangements for the care of members of his or her immediate family who become ill and require care. Recognizing, however, that there will be situations where it may be impossible to effect such arrangements on an emergency basis, an employee shall be allowed to charge absences from work, when required to provide bedside care, arising out of an illness in the employee's immediate family, against accrued sick leave credit, up to a maximum of five days in any one school year. As used in this section, "immediate family" shall be defined as the employee's spouse or child, parent or other dependent with which the employee resides. All such leaves shall be construed to be meeting the requirements of the Family Medical Leave Act.

6.4 Family Bereavement:

An employee shall be granted leave without charge to other leave credits in the event of death in the employee's immediate family, up to a maximum of five days per occurrence. As used in this section, "immediate family" shall be defined as the employee's spouse, child, stepchild, parent, stepparent, grandparent, parent-in-law, sibling or sibling-in-law.

6.5 Vacation Leave:

a. Twelve (12) month employees shall earn and accrue vacation leave, effective June 30, annually, as per the following schedule:

<u>Years of Completed Service</u>	<u>Vacation Days</u>
Under one year	1 day per month up to 10 days
1 to and including 5	15 working days
6	16 working days
7	17 working days
8	18 working days
9	19 working days
10 and beyond	20 working days

b. When a ten (10) month employee moves to a twelve (12) month position, that employee's total time as a ten month person will be divided by 12 months and rounded upward to the next even year to determine his or her vacation entitlement, effective immediately upon appointment.

c. Every effort shall be made to accommodate the employee's request for vacation leave. Vacation leave shall be approved by the immediate supervisor subject to the operating needs of the building, department, or district, the parties recognize that it may not be possible to honor employee vacation requests during certain times during the year (e.g., week before school starts, audit).

d. Unit members with unused vacation days may carry forward five (5) accumulated vacation days for a period not to exceed one year.

6.6 Leave Without Pay:

a. Child Rearing Leave

Child rearing leave will be granted to employees upon the following conditions:

1. The employee requesting the leave shall give the superintendent at least thirty (30) days advance, written notice, of such intent. Such written notice shall include the approximate dates of termination of leave. Employees adopting a child may request the thirty (30) requirement be waived. All such leaves shall be construed to be meeting the requirements of the Family Medical Leave Act.

2. An employee on leave must return to the District no later than the beginning of the next semester (for 12 month employees) or school year (for 10 month employees) following twenty-four (24) full months of leave. This clause is not to be interpreted so as to preclude requests for leaves fewer than twenty-four (24) months or sooner termination of a leave upon request of the employee and approval of the District based upon availability of a position.

3. The employee involved shall give the District prior written notice of at least sixty (60) days of their intent to return to duty.

4. Such leave shall be granted, at the employee's option, prior to the commencement of disability or at the beginning of a semester upon reasonable notice by the employee of the intention to take such leave.

5. Upon written application to the Board, at least sixty (60) days prior to the termination of the original request, an extension of one or two semesters may be granted.

6. Should pregnancy be terminated prior to the birth, the employee may, upon a sixty (60) day written notice, request termination of the leave and return to duty to commence within four weeks of receipt of the aforementioned notice from the employee. The District may

require the employee to present a doctor's certificate stating that she is physically fit to resume her full responsibilities. Where applicable all such leaves shall be construed to be meeting the requirements of the Family Medical Leave Act.

b. Other Leave:

Upon application by an employee to the superintendent and upon his/her recommendation, the Board may grant leaves without pay for a period not to exceed two years. The purpose of such leave may include, but is not limited to, the extended illness of the employee requesting said leave, additional education or election to public office. A request for leave pursuant to this section must be submitted to the superintendent not less than sixty (60) days prior to the date such leave is requested to commence, except in cases of an emergency where such time limits shall be waived.

In its determination to grant or deny the employee's request, the District shall decide each request on its own merits and the operating needs of the District.

Every effort shall be made to return an employee to the same position held before the leave of absence. However, if this is not possible, the employee shall be returned to a comparable position within his/her Civil Service classification.

6.7 Additional Leave:

At his/her discretion, the superintendent may permit the use of sick leave pursuant to Section 6.3 or may grant additional leave pursuant to Section 6.4 of this provision for the purpose of caring for or attending the funeral of a person other than those within the definition of immediate family in those sections.

6.8 Sick Leave Bank:

The Sick Leave Bank shall be continued according to the following provisions:

A. Membership and eligibility for benefits shall be established by a contribution by an employee of one day of sick leave from his or her regular sick leave accumulation. Forms will be made available at the opening of school and deductions will be reported in the October 30th sick leave balance report. The deadline for applications to join the Sick Leave Bank by new staff members shall be submitted no later than October 30 annually.

B. **Sick bank days may only be granted when a majority of the Board (at least four members) agrees to grant the request for sick days.**

C. General Rules:

1. Payment for sick leave days drawn from the Sick Leave Bank will be at the regular salary of the recipient.

2. **The Sick Bank Board shall grant up to 90 days to qualified applicants who have exhausted all accrued sick leave and who apply for days as a result of extended absences resulting from catastrophic illness, injury or disability such as long-term cancer treatment, heart attack, etc. and which normally require hospitalization or long-term recuperation. First year employees are limited to 20 sick bank days; second and third year employees are limited to 30 sick bank days; fourth year employees are limited to 40 sick bank days; fifth year employees are limited to 50 sick bank days.**

3. Individuals must prove need to the Sick Leave Board by either a doctor's statement or by presenting any other proof required by the Sick Leave Board. **Any expense incurred by a unit member as a result of the Sick Leave Board's decision requesting additional proof beyond a doctor's statement, shall be paid by the District with the employee using his or her primary insurance. If the Sick Bank Board directs the employee to see another physician, the physician will be mutually agreed upon or the parties will use the District physician if they cannot mutually agree upon a**

physician. Decisions of the Sick Leave Board shall be subject to the grievance and arbitration procedures set forth in this contract.

D. Carry-over Procedure:

1. All days that remain in the Bank at the end of the year shall be carried over into the following school year.
2. The Sick Leave Bank shall remain at its current level except for the addition of new employees. Once the Sick Leave Bank has been exhausted it shall be renewed subject to the same terms upon which it was created.

## Article VII

### Attendance and Work Schedule

7.1 The regular work day for all clerical employees shall consist of eight (8) hours inclusive of one (1) hour duty-free lunch. The day shall be scheduled between the hours of 6:30 a.m. and 5:00 p.m., plus or minus up to one-half (½) hour. Lunch by unit employees shall be taken between the hours of 11:00 a.m. to 1:30 p.m.

7.2 In lieu of the one (1) hour duty-free lunch period enumerated above, an employee may use up to thirty (30) minutes of such time for a maximum of up to two (2) fifteen (15) minute coffee breaks daily.

7.3 School Closing:

When school is closed for any reason other than conference days (i.e., snow days, emergency closings, holidays, recess periods, etc.) employees need not report to work. Notwithstanding the above effective July 1, 1999, bargaining unit members will be required to work during the December and Spring recess periods, except for the day before Christmas and December 31. Should any employee be requested to work any additional day(s), the employee will be compensated in accordance with Article VII (7.5).

7.4 Summer Hours

Beginning with the first Monday after graduation, and concluding a full week prior to the Labor Day weekend, the secretarial unit shall operate on a four-day week. The week prior to Labor Day weekend will be a regular work week. The District may assign unit members to either a Monday through Thursday schedule or a Tuesday through Friday schedule with a minimum of one-month's notice to the unit member. Each employee's workday shall be shortened by thirty (30) minutes from his/her yearly workday time. It is understood and agreed that during such time period, clerical employees shall continue to receive their one-hour duty-free lunch period (inclusive of any coffee break times). In exchange for having Fridays off during this period of time, the work day schedule for the remaining weekdays shall be extended as follows: Each unit employee shall work a total of 9 hours and 15 minutes. At the discretion of each employee, the one-hour duty free lunch could be reduced to one half-hour bringing the total work hours for the day to 8 hours and 45 minutes.

7.5 Employees shall receive their hourly rate for the first five (5) hours for work performed beyond 7 seven (7) hours in any one day or forty (40) hours in any one week (37-1/2 hours for summer work) or during recess periods. Work performed beyond the five hours extra in any one day or forty hours in any one week shall be paid at time and one half their hourly rate. In lieu of overtime compensation, employees may choose an equivalent amount of compensatory time off. However, such compensatory time shall not accumulate beyond September 1 of the school year following the year in which it was accrued.

7.6 Working Conditions:

M - TR  
TU - FR  
A 4 DAY  
WORK WEEK



Employees shall have safe and healthful conditions under which to carry out their duties.

7.7 Security of Buildings:

Employees of this unit shall not be responsible for securing a building. Employees shall not be required to remain alone in a building.

7.8 **The District reserves the right to assign clerical personnel within their job titles to different work sites during Summer or recess periods.**

7.9 **Employees will receive a 30 calendar day notice from the District prior to being excessed.**

### Article VIII

#### Group Health and Accident Insurance

8.1 **Effective July 1, 2003, the District shall pay 96.5% of the individual or family health insurance premium under the Dutchess Educational Health Insurance Consortium Alternate PPO Plan or any District-sponsored HMO. The MVP HMO will be changed to the MVP Co-Plan 15, effective July 1, 2003. Effective July 1, 2004, the District shall pay 95% of the individual or family health insurance premium under the Dutchess Educational Health Insurance Consortium Alternate PPO Plan or any District-sponsored HMO. Employee contributions will be automatically deducted by the District through the Section 125 Internal Revenue Code Plan. Additionally, the District's contribution to HMO premiums for individual and family coverage shall not exceed the cost of the individual or family premiums as provided for in the DEHIC Alternate PPO Plan.**

A health insurance buyout will be established under the same conditions provided by the teacher bargaining unit.

8.2 Should the District select alternative health insurance coverage, the District agrees to the following guarantee:

- a. The plan shall be incorporated into and considered part of this agreement.
- b. The District shall save harmless the clerical chapter and the Federation for any damages incurred as a result of lawsuits involving the plan.
- c. Such plans shall include provisions whereby members leaving the District will be guaranteed the right to purchase health insurance.

8.3 Upon retirement from District service, the District shall continue to pay 100% for health insurance for the employee provided that the employee has been in the District's service for at least 10 years and was hired before December 31, 1993.

8.4 Upon retirement from District services, the District shall continue to pay 100% for health insurance for the employee provided that the employee has been in the District's service for at least 15 years and was hired after January 1, 1994.

8.5 This Article shall survive the expiration of this Agreement.

8.6 **Effective July 1, 2003, the contribution by the District to the Benefit Trust Fund shall be \$580 per participating employees. Effective July 1, 2004 the contribution by the**

District to the Benefit Trust Fund shall be \$680 per participating employee. Effective July 1, 2005 this contribution by the district will be \$830 per participating employee. Effective July 1, 2006, this contribution by the district will be \$980 per participating employee.

**Article IX**

**Retirement**

9.1 TO THE EXTENT REQUIRED BY LAW, THE DISTRICT SHALL MAKE ALL PENSION CONTRIBUTIONS TO THE NEW YORK STATE EMPLOYEES RETIREMENT SYSTEM ON BEHALF OF EACH EMPLOYEE.

9.2 **Separation Pay:**

Employees, upon separation from the District after ten (10) years of service, shall receive payment for all unused sick days based upon the following:

25% of the daily value for the first 25 days; then  
50% of the daily value for the next 25 days; then  
75% of the daily value for the next 25 days; then  
100% of the daily value for the next 25 days.

Employees who are terminated from their position will not be eligible to receive this benefit.

9.3 **Retirement Pay:**

Employees, upon retirement from the District, shall receive payment for all unused sick leave days based upon the following formula:

a. Employees may apply the maximum number of days as allotted by law for service credit for retirement purposes.

b. If the employee chooses option a as described above, he/she may be remunerated for his/her remaining number of sick leave days on a graduated scale as follows:

1 to 30 days.....	50% of the daily value
31 to 75 days.....	75% of the daily value
76 to 110 days.....	100% of the daily value

c. The District shall pay a retirement incentive of \$20,000 to all full-time unit members who submit an irrevocable letter of resignation at least five months prior to the time the unit member is eligible to retire under the New York State Employees Retirement System without penalty. Employees must submit appropriate documentation from ERS showing they are eligible to retire under ERS without penalty documentation. To be eligible for this retirement incentive, a unit member must be employed in the District under the terms outlined in Article VIII, Section 8.3 or 8.4. The retirement incentive will be reduced to \$15,000, effective June 30, 2007.

*DAK LANG.*

**Article X**

**Social Security**

10.1 All employees are covered under Social Security.

## Article XI

### Personal Injury Benefits

11.1 An employee who is absent due to a workers' compensable injury, as defined in the Workers' Compensation Law and who is disabled from his or her performance of duties in the District may use his or her accumulated leave during the period of the workers' compensable injury. Any workers' compensable award will be received by the District with the employee receiving credit for loss of sick leave. This credit will be compiled to the nearest day by dividing the reimbursement received from the Workers' Compensation carrier by the employee's daily rate of compensation.

11.2 The District shall reimburse employees for the reasonable cost of replacing or repairing dentures, eyeglasses, hearing aids, or similar bodily appurtenances not covered by Workers' Compensation which are damaged, destroyed or lost as a result of any injury sustained while the employee was acting in the discharge of his or her duties within the scope of his or her employment by the District.

11.3 The District shall reimburse employees for the reasonable cost of clothing or other personal property damaged or destroyed while the employee was acting in the discharge of his or her duties within the scope of his or her employment by the District.

## Article XII

### Professional Development Program

12.1 The District shall provide necessary funds, not to exceed \$600 annually to finance employee attendance at professional meetings. No such funds may be used for the purpose of financing employee attendance at negotiating seminars or similar conferences.

12.2 Pursuant to the provisions of this Article, the District agrees to post and otherwise bring to the attention of employees, workshops, conferences, etc., which may become available during the school year and which will add to the professional development of the employee. In addition, the employees of the bargaining unit may bring to the attention of the District such workshops, conferences, etc. that they feel will add to their professional development.

12.3 Permission to attend professional meetings shall be with the approval of the Superintendent of Schools.

12.4 The District will provide \$600 to employees who take college courses and/or continuing education courses related to their work and approved by the Superintendent.

The following shall be considered guidelines in the distribution of the monies:

- a. A maximum of four unit members (two per semester) attend District approved courses in any one year.
- b. Each semester the maximum amount allocated shall be one half the annual allocation.
- c. The individual stipend each semester shall not exceed the maximum of one fourth of the annual allocation. Said stipend shall cover the cost of tuition and course related expenses.

No employee shall receive approval for a second grant if there is a qualifying applicant who has not yet been awarded a grant. Applications will be submitted by September 1 for the first semester and December 1 for the second semester. Monies will be forwarded to the employee after the submission of registration receipt.

*each or TOTAL*

*completion  
of course  
work*

12.5 The District recognizes the need to hold training sessions for unit members. The purpose of the training shall be the professional development of unit employees. The subject(s) of this training shall be established by the District after consultation with representatives of the Federation and the training shall be conducted during normal District hours or on a Superintendent's Conference Day.

### **Article XIII**

#### **Joint Committee Procedure**

13.1 It is contemplated that the terms and conditions of employment of employees, set forth in this Agreement, shall remain in effect unless altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern to the parties which have not been resolved in this Agreement. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties to this document commit themselves to such mutual discussion and agree to develop and expand existing forums for such discussion.

### **Article XIV**

#### **Grievance Procedure**

##### **14.1 General Provisions:**

a. A grievance is a claim by any employee or group of employees based upon any event or condition affecting their welfare or terms and conditions of their employment as covered under the terms of this Agreement. It shall include grievances brought by the Federation on behalf of any employee or group of employees or by the Board against the Federation. An aggrieved party is any employee or group of employees who file a grievance under this procedure.

b. All grievances shall include the name and position of the aggrieved party, the time and place of the grievance, the identity of the person claimed to be responsible for the grievance, the contract provision allegedly violated and a general statement of the nature of the grievance and the redress sought.

c. A grievance shall be deemed waived unless it is submitted within thirty (30) working days after the aggrieved party knew or should have known of the events or conditions on which it is based, and in no event, no later than five days after the end of the school year. Grievances occurring during the summer may be filed within five (5) working days after the opening of school. Continuing alleged violations of this Agreement may be grieved at any time, provided, however, that any redress sought may not be retroactive prior to the date of the grievance filed.

d. The District and the Federation will facilitate any investigation which may be required and make available any and all material and relevant documents, communications and records concerning the grievant.

e. The grievant shall have the right of representation at all stages of the grievance procedure and to confront and cross-examine all witnesses called against him or her and to testify and call witnesses on his or her own behalf.

f. No interference, coercion, restraint, discrimination or reprisal of any kind at any time will be taken by the District or by any member of the administration against the Federation or any other participant in the grievance procedure.

g. Failure by the District to hold a hearing or submit decisions within the time limits set forth herein, shall be construed as a denial of the grievance and the grievance may be appealed to the next stage.

14.2 Grievance Procedure:

a. Stage I. The Grievance shall be presented in writing to the appropriate building administrator who shall hold a hearing within five working days of the submission of the grievance and render a written decision within five working days thereafter.

b. Stage II. Within five working days of the disposition of the grievance at Stage I, the grievant may appeal in writing to the superintendent. The superintendent shall hold a hearing within five working days of the submission of the appeal and render a written decision within five working days thereafter.

c. Stage III. Within ten working days of the disposition of the grievance at Stage II, the Federation may request the Board to schedule a further hearing with respect to the grievance or may file with the superintendent and the American Arbitration Association a demand for arbitration. If the Board agrees to hold a further hearing, the hearing before the Board or a committee thereof, shall be held within ten working days of the submission of the request therein. The written decision of the Board shall be rendered within five working days of the hearing. In the event that the decision of the Board does not resolve the grievance or if the Board declines to schedule the hearing the Federation may demand arbitration of the grievance by filing a demand for arbitration with the superintendent and the American Arbitration Association within ten working days of the date of the Board's decision or the date when the Board declined to schedule a further hearing.

14.3 Arbitration:

a. Following the submission of the demand for arbitration to the superintendent, the parties shall select an arbitrator from the panel of arbitrators of the American Arbitration Association.

b. All demands for arbitration and all arbitrations shall be processed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

c. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this agreement.

d. The cost of the service of the arbitrator will be divided equally between the Board and the Federation.

**Article XV**

**Federation Rights**

15.1 The Federation shall be granted the right to use school buildings and equipment for meetings both of the general membership and of various groups or committees. Such use of buildings and equipment shall be during times when they are not in use for normal educational purposes and shall not conflict with consent previously granted for the use of the requested facilities. Any extra expense incurred by such use shall be paid by the Federation.

15.2 The Federation may use the school inter-building mailing system for distribution of its official communications to employees.

15.3 The Federation shall be entitled to six (6) days during the year on which a Federation representative from the unit will be relieved of all regular assignments to administer this Agreement and attend NYSUT workshops or conferences. The designee shall be released from assignments without loss of salary. Nothing herein contained shall be construed as limiting

CAPS

in any way the use of personal leave days by Federation representatives for the professional business of the Federation.

15.4 The elected delegate to the New York State United Teachers shall be granted leave without charge to other leave credits to attend the regularly scheduled annual conventions of said organization. It is understood and agreed that this provision shall not be interpreted to extend the total number of eligible delegates of the Federation beyond the NYSUT constitutional limitation.

15.5 Dues Deduction:

a. The District shall deduct dues from the salaries of employees for the Federation and its affiliates as said employees individually and voluntarily authorize in writing. Dues shall be transmitted promptly to the Federation.

b. The Federation shall certify to the Board, in writing, the current rate of membership dues of the Federation and its affiliates on or before the first day of school.

c. Service Fee:

1. The Federation warrants that it has established and maintains and will maintain a refund procedure as required by Section 208(3)(b) of the Civil Service Law and that such procedure complies in all respects with the provisions of that section and Federal and State Law.

2. The District shall deduct from the salary of each employee who is not a member of the Federation a service fee equivalent to the per capita dues the Federation levies upon its members. Such fee shall be deducted in the same manner as payroll deduction dues and shall be remitted promptly to the Federation unless the Federation has certified in writing, to the District by  
→ September 15 of each year that the non-member has paid the fee directly to the Federation.

3. In the event an action or proceeding is commenced in a court of competent jurisdiction or before an administrative agency regarding such fee, the Federation agrees to provide counsel and to indemnify and save harmless the District from and against the cost of any such action or proceeding and other expenses in connection with such litigation or proceeding and to pay any judgment entered against the District in any such action or proceeding and to defray the costs of complying with any interim order or final judgment that may be entered therein. Such costs of compliance shall include the cost of recomputation of the salaries of employees and any interest ordered on any such judgment.

## Article XVI

### Personnel Files

16.1 The official personnel files of each employee shall be maintained in the District office. The employee shall have the right upon request to review the contents of his or her file upon reasonable notice to the Superintendent's office and to have a Federation representative present during the review.

16.2 No material, other than that of a routine financial nature, shall be placed in an employee's personnel file unless a copy is provided to the employee. The employee shall acknowledge that he or she has read such material by signing the copy to be filed. The employee shall have the right to submit a written answer to any material in the file and such answer shall be reviewed by his or her supervisor and the Superintendent and attached to the file copy of the material.

## Article XVII

### Miscellaneous Provisions

CAP 5

17.1 The Board and the Federation agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, also agree that negotiations shall not be reopened on any item during the life of this Agreement, except as provided by law or by mutual agreement.

17.2 This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

17.3 Any individual arrangement or contract between the Board and an individual employee now in existence or reached during the duration of this Agreement shall be subject to and consistent with the terms of this Agreement.

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

17.5 Copies of this Agreement shall be printed at the expense of the Board and given to all employees now employed or hereafter employed by the Board, as soon as possible, but no later than three weeks after the conclusion of this Agreement.

17.6 Employees shall be reimbursed at the rate recognized by this I.R.S. for mileage for the use of their vehicles as requested by the District for school business purposes.

#### **Article XVIII**

##### **Approval of the Legislature**

18.1 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.

#### **Article XIX**

##### **Duration of Agreement**

19.1 This Agreement shall be effective as of July 1, 2002 and shall continue in effect through June 30, 2007.

19.2 No later than January 1 of the expiration year, the parties will enter into good faith negotiations over a successor Agreement covering the following year.

IN WITNESS THEREOF, the parties hereto have affixed their names on the \_\_\_\_\_ day of \_\_\_\_\_ 2003.

RONDOUT VALLEY FEDERATION OF TEACHERS      RONDOUT

**APPENDIX B**  
**RONDOUT VALLEY CENTRAL SCHOOL DISTRICT**

**REQUEST FOR LEAVE**

NAM <del>E</del>	DATE
	BARGAINING
SCHOOL	UNIT
LEAVE	DATE(S)
CATEGORY	REQUESTED
REASON(S)	If the leave category is "personal", please indicate whether religious, legal, medical, other
FOR REQUEST (specify), or without pay (not charged against any particular leave credits.)	

SIGNATURE

APPROVED/DISAPPROVED BY:

DATE

COMMENTS

**NOTE:** This application for leave is to be submitted as per your unit's contractual provisions.

White - Employee's Copy o Yellow - Principal's Copy \* Pink - Superintendent's Copy

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RONDOUT VALLEY CENTRAL SCHOOL DISTRICT  
2002-03 Salary Schedule

STEP -----	A-10 -----	A-12 -----	B-12 -----	C-12 -----
1	12,609	15,129	16,258	17,387
2	13,592	16,308	17,437	18,566
3	14,575	17,487	18,616	19,745
4	15,556	18,667	19,796	20,924
5	16,538	19,846	20,975	22,103
6	17,522	21,025	22,154	23,283
7	18,504	22,205	23,334	24,463
8	19,488	23,384	24,513	25,642
9	20,469	24,565	25,691	26,820
10	21,452	25,743	26,872	28,001
11	22,436	26,923	28,051	29,180
12	23,418	28,102	29,231	30,360
13	24,402	29,281	30,410	31,538
14	25,383	30,460	31,589	32,718
15	26,366	31,639	32,768	33,897
16	27,349	32,819	33,948	35,077
17	29,418	35,084	36,213	37,342

RONDOUT VALLEY CENTRAL SCHOOL DISTRICT  
2003-04 Salary Schedule

STEP -----	A-10 -----	A-12 -----	B-12 -----	C-12 -----
1	13,050	15,658	16,827	17,995
2	14,067	16,879	18,048	19,216
3	15,085	18,099	19,267	20,436
4	16,100	19,321	20,489	21,656
5	17,117	20,540	21,709	22,876
6	18,135	21,761	22,930	24,098
7	19,152	22,982	24,150	25,319
8	20,170	24,203	25,371	26,539
9	21,186	25,424	26,591	27,759
10	22,203	26,644	27,813	28,981
11	23,221	27,865	29,033	30,202
12	24,238	29,086	30,254	31,422
13	25,256	30,306	31,475	32,642
14	26,272	31,526	32,694	33,863
15	27,289	32,747	33,915	35,084
16	28,307	33,967	35,136	36,304
17	30,447	36,312	37,480	38,649

RONDOUT VALLEY CENTRAL SCHOOL DISTRICT  
2004-05 Salary Schedule

STEP -----	A-10 -----	A-12 -----	B-12 -----	C-12 -----
1	13,507	16,206	17,416	18,625
2	14,560	17,470	18,679	19,889
3	15,613	18,732	19,942	21,151
4	16,664	19,997	21,206	22,414
5	17,716	21,259	22,469	23,677
6	18,770	22,523	23,732	24,941
7	19,822	23,786	24,996	26,205
8	20,876	25,050	26,259	27,468
9	21,927	26,314	27,521	28,731
10	22,980	27,577	28,786	29,995
11	24,034	28,840	30,049	31,259
12	25,086	30,104	31,313	32,522
13	26,140	31,367	32,576	33,785
14	27,191	32,629	33,839	35,048
15	28,244	33,893	35,102	36,312
16	29,297	35,156	36,366	37,575
17	31,513	37,583	38,792	40,001

RONDOUT VALLEY CENTRAL SCHOOL DISTRICT  
2005-06 Salary Schedule

STEP -----	A-10 -----	A-12 -----	B-12 -----	C-12 -----
1	13,980	16,774	18,025	19,277
2	15,069	18,081	19,333	20,585
3	16,160	19,388	20,640	21,891
4	17,247	20,697	21,948	23,199
5	18,336	22,003	23,255	24,506
6	19,427	23,311	24,563	25,814
7	20,516	24,619	25,870	27,122
8	21,607	25,926	27,178	28,430
9	22,695	27,235	28,485	29,736
10	23,784	28,542	29,793	31,045
11	24,875	29,849	31,101	32,353
12	25,964	31,157	32,409	33,661
13	27,055	32,465	33,717	34,967
14	28,143	33,771	35,023	36,275
15	29,232	35,079	36,331	37,582
16	30,323	36,387	37,638	38,890
17	32,616	38,898	40,150	41,402

RONDOUT VALLEY CENTRAL SCHOOL DISTRICT  
 2006-07 Salary Schedule

STEP -----	A-10 -----	A-12 -----	B-12 -----	C-12 -----
1	14,469	17,361	18,656	19,952
2	15,597	18,714	20,010	21,305
3	16,725	20,066	21,362	22,657
4	17,851	21,421	22,717	24,011
5	18,978	22,773	24,069	25,363
6	20,107	24,127	25,422	26,718
7	21,234	25,480	26,776	28,071
8	22,363	26,834	28,129	29,425
9	23,489	28,188	29,482	30,777
10	24,617	29,541	30,836	32,132
11	25,745	30,894	32,190	33,485
12	26,873	32,248	33,543	34,839
13	28,002	33,601	34,897	36,191
14	29,128	34,953	36,249	37,544
15	30,255	36,307	37,602	38,898
16	31,384	37,660	38,956	40,251
17	33,757	40,260	41,555	42,851

*Approved*