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2007 - 2011

# AGREEMENT

between

**THE RENSSELAER SUPERVISORY  
PERSONNEL ASSOCIATION**

and the

**RENSSELAER CITY SCHOOL DISTRICT**



**RECEIVED**

FEB 03 2009

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>ITEM</u>	<u>PAGE</u>
I	Recognition	3
II	Negotiations	3
III	Work Year	4
IV	Responsibilities of Unit Members	5
V	Leaves of Absence	5
VI	Compensation	7
VII	Longevity	8
VIII	Health Insurance	8
IX	Cafeteria Plan	10
X	District Retirement Incentive	10
XI	Payroll Deductions	11
XII	Personal Injury Benefits	11
XIII	Vacancies	12
XIV	Position Abolished or Reduced From Full-Time	12
XV	Performance Evaluation	13
XVI	Grievance Procedure	13
XVII	Duration	16
	Approval and Ratification	17

**AGREEMENT BETWEEN**  
**THE RENSSELAER SUPERVISORY PERSONNEL ASSOCIATION**  
**AND**  
**THE RENSSELAER CITY SCHOOL DISTRICT**

ARTICLE I

RECOGNITION

The Rensselaer City School District recognizes the Rensselaer Supervisory Association as the exclusive negotiating agent for all supervisory personnel, including Principals, Directors, Assistant Principals, Psychologists and Social Workers. Excluded are the Superintendent, Business Executive and any positions recognized as covered under another bargaining unit, and any positions determined by PERB to be managerial and/or confidential, as approved by the Board of Education of this District on November 6, 1967 in its first recognition of this Association.

ARTICLE II

NEGOTIATIONS

Negotiations for a successor Agreement shall commence not earlier than January 1, 2011 nor later than March 1, 2011 except by mutual consent. Negotiations shall commence upon the request of either party, and a mutually acceptable meeting date shall be set not more than 15 school days following such request. A tentative list of items for negotiations shall be exchanged between the parties. Each party agrees to be prepared to discuss and define each item at the first meeting. The parties agree that all items to be negotiated will have been discussed prior to ratification of the Agreement, and negotiations will not be reopened during the life of the Agreement except as they relate to a successor Agreement. Following the initial meeting, additional meetings shall be held until the parties reach agreement. In the event impasse is reached, PERB rules will be followed as they relate to mediation, fact finding, and conciliation. Arbitration will not be utilized to resolve impasse.

### ARTICLE III

#### WORK YEAR

- A. Unit Members hired prior to July 1, 1996 shall work twenty (20) additional days in July and August and two (2) additional days as determined by the Administrator and Superintendent of Schools.
- B. Every person covered by this Agreement has a job description which at a mutually agreeable time the job description is to be reviewed by the District and the affected individual and revised as needed, and is expected to fulfill it in every respect, including additional time that may be necessary to insure that the job is done properly and completely. For this job performance, compensation, covered in another article of this Agreement, has been negotiated. Current job descriptions will be reviewed and revised as necessary during the term of this contract no later than June 2009 by a committee made up of one member of the RSPA, one member of the District and the person holding the position being reviewed.
- C. If the District desires to employ a person for additional days beyond those specified in A, then employment beyond the number of additional days specified above shall be approved by the Board of Education, upon recommendation of the Superintendent, who shall consult with the unit member involved prior to a decision being reached. A per diem rate will be determined by formula as follows:
- Building Principal and Psychologist: Annual Salary divided by 220 days, and that additional employment shall be based on agreement between the Unit Member and Superintendent of Schools as approved by the Board of Education.
- D. On days when school session is canceled because of snow or other emergency, then each unit member will check his or her assigned building and check in with the Office of the Superintendent of Schools. It is understood that adverse weather conditions may delay the arrival of the unit member, but that delay shall be assumed to allow safe travel from home to the school building. Any delay in arriving at school beyond 10:00 a.m. on that day shall require unit member to telephone the Office of the Superintendent and provide an estimate of the time of arrival.
- E. New hires as of July 1, 1996 will be 12-month employees with twenty two (22) vacation days.
1. Up to five (5) vacation days may be carried over from the previous year of employment.
  2. New Unit Members may carry over up to ten (10) vacation days from their first year of employment.

## ARTICLE IV

### RESPONSIBILITIES OF UNIT MEMBERS

- A. A job description adopted by the Board of Education, is on file and available for each position. This job description will remain in effect and subject to annual review by the individual employed in the position and the Superintendent of Schools. Each year, whenever applicable, and at least as part of an annual job review and evaluation, both the employed individual and Superintendent shall indicate, in writing, any recommended changes in the job description for subsequent action by the Board of Education.
  
- B. New position duties statements shall be developed with the participation of the Association and ultimately shall become job description for newly created jobs. The proposed job description, in draft form, shall be jointly reviewed by the incumbent, the Association, and the Superintendent prior to Board of Education action. If initial hiring occurs after the Board of Education adopts the job description, then the review shall be in accordance with "A" above. Job descriptions for new positions will be developed with participation of the RSPA.

## ARTICLE V

### LEAVES OF ABSENCE

#### A. Sick Leave

- 1. Sick leave at the rate of 1 2/3 days per month worked shall be provided without deduction of salary as follows:  

12-month employees:	20 days
11-month employees:	18½ days
  
- 2. Sick days are to be used for illness or injury, or, if time must be taken for personal business such as home purchase closing, or attendance at professional conferences, seminars, or meetings for which the School District is not paying expenses, then notification must be made to the Superintendent as soon as possible, providing the greatest amount of advance notice, and at least five (5) school days prior to the day(s) used as personal. Unless the Superintendent indicates in writing, and within two (2) working days after receiving the notification, that the date(s) selected for personal business are disapproved, and states the reason(s) therefore, the notification would otherwise be sufficient authority to use the day(s) as indicated. If the use of the day(s) is disapproved, the person desiring to use the time shall confer with the Superintendent and attempt to select a mutually acceptable alternative. Under no circumstances will sick leave be approved for hunting, fishing, recreation, vacation, other

employment, or job hunting. A physician's certificate after three (3) consecutive days' absence will automatically be provided to the Superintendent. Pregnancy related disabilities shall be treated as any other disability.

3. Unused sick days shall be cumulative to a total of 300 days. After accumulated sick days have been used up, the employee shall receive no pay for the rest of the absence, except as approved by the Board of Education, with the recommendation of the Superintendent.

B. Special Leave

Bereavement leave not exceeding five (5) school days at any one time will be provided, not charged against sick leave, for the death of a spouse, child, son or daughter-in-law, parent, grandparent, father or mother-in-law, or sibling. Absence in excess of five (5) days, as approved by the Superintendent, shall be deducted from accumulated sick leave.

C. Emergency Leave

Requests for emergency leave shall be submitted to the Superintendent and he shall be guided in his decision by the other provisions of leave as provided above.

D. Judicial Leave

Time necessary will be provided without loss of pay for appearance in any legal proceeding connected with the employee's employment or with the school district or for the performance of jury duty, or because the employee has been subpoenaed in a legal matter in which he is not personally involved. In case of jury duty, it shall be the responsibility of the employee to notify the Superintendent in writing that he/she will be absent from duty.

E. Other Leaves

Any other leaves of absence shall be requested, in writing, via the Superintendent of Schools, to the Board of Education. Such leave may be granted at the discretion of the Board upon the recommendation of the Superintendent.

F. Sick Leave Bank

A member of the unit may transfer to another member of the unit accumulated sick days on a loan basis. It is the responsibility of the unit member to inform the Superintendent, in writing, that (1) they wish to loan sick days to a fellow unit member, (2) the name of the member, and (3) the number of days to be loaned.

Sick days may only be transferred to an employee who has used all vacation, sick, and personal days, and whose health condition requires long-term care, i.e., care which requires the unit member to be absent for more than thirty (30) consecutive workdays.

G. Child Rearing Leave

A leave of absence without pay or additional salary increase of up to two (2) years will be granted upon written request for child-rearing or adoption.

ARTICLE VI

COMPENSATION

A. SALARIES

The percent increase for unit members represented by this agreement are as follows:

2007-2008	4.50% salary increase
2008-2009	4.50% salary increase
2009-2010	4.75% salary increase
2010-2011	4.75% salary increase

B. ADVANCED STUDY PAYMENT

Effective July 1, 2007, the tuition payment for any course will be \$200 per credit hour and approval for payment shall be limited to a combined total of 6 credit hours per semester *and* a combined total of 6 credit hours during the summer recess. With respect to in-service course, 15 clock hours of instruction shall be equivalent to 1 credit hour and this is a one-time payment not to be added thereafter to base salary.

C. In each year of the agreement, each unit member represented by this agreement will receive a sum as indicated in the following table to be applied to professional dues, the cafeteria plan, or split between the two options. This option must be made and given to the Business Office in writing prior to July 1<sup>st</sup> each year. Amounts will be prorated for new hires.

2007-2008	\$600
2008-2009	\$700
2009-2010	\$800
2010-2011	\$900

D. The summer school principal stipend will be:

2007	\$6500
2008	\$7000
2009	\$7500
2010	\$8000

### ARTICLE VII

#### BERTELLE WORNHAM LONGEVITY INCREASE / RETIREMENT INCENTIVE

The Board of Education provides a service increment for service in the District as follows:

<u>Number of Years in System</u>	<u>Amount Added to Base Salary</u>
Beginning 10 years	\$ 1000
Beginning 15 years	\$ 1400
Beginning 20 years	\$ 2000
Beginning 25 years	\$ 2500

### ARTICLE VIII

#### HEALTH INSURANCE

- A. The Rensselaer Supervisory Personnel Association will pick up the cost of the health plan at 10% Individual and 15% Family. New hires as of July 1, 1996 will pay 20% of the cost of Health Insurance.
- B. Unit members who are currently covered by Rensselaer City School District Health Insurance or employees new to the District who have available to them health insurance coverage may elect not to be covered by the Rensselaer City School District Health Insurance or any other plan toward which the District contributes a premium under the following conditions and circumstances:
1. The employee must give written notice to the Business Office by June 1 that he/she is electing to drop District health insurance coverage. Such notice shall remain in effect until coverage is requested again as stated below. Thereafter, employees electing to drop the District health insurance coverage must give written notice to the Business Office by June 1 in each school year.

2. The employee must provide proof of other coverage of health insurance in a manner acceptable to the Business Office.
3. New employees must provide notice of waiver within thirty (30) days of hire. Payment of the bonus option shall be pro-rated where appropriate.
4. Employees eligible for health insurance coverage who opt out of the District plan shall receive the following stipend in a single check in June of each year:

Individual Plan (six hundred dollars)	\$ 600
Two Person Plan (nine hundred fifty dollars)	\$ 950
Family Plan (one thousand two hundred dollars)	\$1200

5. An employee who loses his/her other health coverage during the year and who has opted out of the District plan and wishes to reenter must make immediate written request to the District Business Office, and will be readmitted to the plan in accordance with rules and regulations of the carrier. A unit member who returns to the District plan during the course of any school year will only be entitled to a pro-rata amount of the option stipend for the time the employee was not in the plan.
  6. This option does not apply to any unit member who is currently employed by the District, and who is not currently participating in the District health plan.
  7. Employees who elect this option must be in his/her correct plan of coverage, i.e. an individual in an individual plan, two person plan in two person plan, and dependent coverage in family plans.
- C. The District agrees to the "Benefit Trust Vision offered by NYSUT" as follows: The District will contribute one hundred and ten dollars (\$110) toward the annual premium for each unit member who enrolls for the first two years of the Agreement. The District will increase its contribution to one hundred and twenty dollars (\$120) in the third and fourth year of the Agreement.
- D. The District contribution toward health insurance for those unit member who retire during the life of this Agreement will be at the same percentage rate that is in effect at the time of the unit member's retirement.
- E. A separate Mail Order Drug Program for a ninety (90) day supply will be provided for obtaining prescription drugs with a contribution by the employee of fifteen dollars (\$15) for generic drugs, thirty five dollars (\$35) for preferred brand drugs, and sixty dollars (\$60) for single source drugs.
- F. Health insurance increases for retirees cannot exceed any increases to active employees.

## ARTICLE IX

### CAFETERIA PLAN

The Rensselaer Supervisory Personnel Association will be allowed to participate in the 125 Cafeteria Program the same as the Teachers Association.

## ARTICLE X

### DISTRICT RETIREMENT INCENTIVE

- A. Any unit member represented by this Agreement in the Rensselaer City School District who, during the term of this Agreement, retires from the District when he/she first becomes eligible under the New York State Teachers' Retirement System, and who have ten or more years of continuous service in the District, shall be paid eighty dollars (\$80) per day for each unused day of sick leave to a maximum of three hundred (300) days.
- B. The unit member who retires at the first period of eligibility (30 years of service and at least 55 years of age) will provide the District with six (6) months notice prior to January 30 or June 30 retirement. The member shall provide an irrevocable letter of resignation and retirement at that time.
- C. Any unit member who does not retire at the first period of eligibility, as stated above, will not be entitled to the Retirement Incentive.
- D. The retired member shall receive the payment for unused sick leave within sixty (60) days of retirement or, at the member's option, in the next calendar year thereafter. The retired member may also have the option to apply the payment toward health insurance premiums after retirement.
- E. In the event the District enrolls in any State Retirement Incentive offered, the member may select either the District Retirement Incentive or the State Retirement Incentive, if applicable, but not both.
- F. The District Retirement Incentive will fully terminate at the expiration of the term of this Agreement.
- G. During the period of retirement, increases in cost sharing for retirees shall not exceed that of active members.

## ARTICLE XI

### PAYROLL DEDUCTIONS

- A. Payroll deductions are provided for credit union, tax-deferred annuities, SAANYS and United Fund, and the employee may choose to select any or all of these.
- B. Forms for payroll deductions are available in the School Business Office.
- C. A payroll deduction shall begin with the payroll not less than ten (10) working days, nor more than nineteen (19) working days from the date the completed deduction authorization is received in the District Business Office.

## ARTICLE XII

### PERSONAL INJURY BENEFITS

- A. Whenever a member of the unit is absent from his/her employment and unable to perform his/her duties as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment and received Worker's Compensation payments for such absence, he/she will be paid his/her full salary during his/her absence from his/her employment up to a period of one (1) year, (less said amount of any Worker's Compensation award made for temporary disability due to said injury) and no part of such absence will be charged to his/her annual or accumulated sick leave.
- B. The School District shall reimburse unit members for reasonable costs of replacing or repairing dentures, eyeglasses, hearing aides, or similar bodily appurtenances not covered by Worker's Compensation which are damaged, destroyed, or lost as a result of an injury sustained in the discharge of his/her duties within the scope of his/her employment.
- C. The School District will reimburse unit members for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a unit member while the unit member was acting in the discharge of his/her duties within the scope of his/her employment.
- D. The Board of Education will also review individual cases of loss, not covered by the above on their merits, and in light of all surrounding circumstances, to determine whether such losses should be reimbursed. This does not imply assumption of any liability beyond that which the Board voluntarily assumes in any such specific case.

ARTICLE XIII

VACANCIES

A. Written notice of vacancy shall be mailed to all unit members employed by this school district and posted in the school district offices and in each school building for any vacancy occurring in existing, modified, or newly created administrative or supervisor positions. Such notice shall contain the following:

1. A description of the position to be filled (if one exists);
2. If no job description exists, then a list of duties statement shall be used as a hiring document, and shall be available as an enclosure to the vacancy notice;
3. Qualifications for the position;
4. Starting Salary range:

Principals	\$ 75,000 - \$ 95,000
Directors	\$ 70,000 - \$ 90,000
Assistant Principals	\$ 65,000 - \$ 85,000
Psychologists	\$ 50,000 - \$ 70,000
Social Workers	\$ 50,000 - \$ 70,000

5. Application procedure and deadlines.

B. If school is in session when the vacancy is initially announced, school mail (delivery) will meet the requirements of mailing the notice. If school is not in session, regular first class mail to the home address on file in the district office will suffice. Hand delivery is acceptable in any case.

C. If a unit member currently employed by the Rensselaer City School District applies for an announced administrative or supervisory vacancy, and neither meets the qualifications, nor is to be considered as a finalist for the vacancy, then written notice of that assessment shall be delivered to the applicant in the same manner as described for providing notice of the vacancy in paragraphs A and B of this article.

ARTICLE XIV

POSITION ABOLISHED OR REDUCED FROM FULL-TIME

If an administrative or supervisory position is to be abolished or reduced from full-time, the incumbent shall be notified by the Superintendent with:

- A. At least 30 calendar days notice prior to the effective date of the change.
- B. An opportunity to discuss continued employment with the Rensselaer City School District.
- C. Re-employment rights in accordance with Education Law and Commissioner's Decisions.

## ARTICLE XV

### PERFORMANCE EVALUATION

The primary purpose of the evaluation is the assessment or measurement of performance, and each written evaluation shall consider recommendations for performance improvement. The Performance evaluation shall be conducted annually. On or before September 15 or each year, an initial conference will take place between the evaluator and the administrator to set the priorities and emphasis for evaluation for the new school year.

The annual performance review shall be completed during the month of June. A copy of the completed written evaluation shall be given to the person evaluated, and the original, signed by the evaluator and person evaluated, shall be placed in that individual's personnel file on file in the District Office. The person evaluated shall have the right to file an explanation or response, which shall then be attached to the report.

## ARTICLE XVI

### GRIEVANCE PROCEDURE

#### A. Definitions

1. A "grievance" is a claimed violation, misinterpretation, or inequitable application of this Agreement, or inequitable application of the policies of the Board of Education, which relate to or involve, employee job descriptions, health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees; provided, however, that such term shall not include any matter involving an employees rate of compensation, retirement benefits, disciplinary proceeding or any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.
2. An "aggrieved person" is the person or persons making the claim.

3. A "working day" is a day the aggrieved party and his immediate supervisor are at work.

#### B. Time Limits

1. Since it is important that a grievance be processed as rapidly as possible, the number of days permitted to any party at any step should be considered a maximum, and every effort shall be made by all parties to expedite the process.
2. No written grievance will be entertained at Step 2 or thereafter, and such grievance will be deemed waived, unless such grievance has been submitted at Step 1 within ten (10) working days after the employee knew or should have known of the act or condition on which the grievance is based.
3. If a decision on a grievance is not appealed to the next step of the procedure within the time limits specified, the grievance will be deemed settled on the basis of the disposition at the preceding step, and further appeal shall be barred.
4. Failure by a party at an Step of the grievance procedure to meet or to communicate the decision on a grievance within the specified time limits shall perrnit lodging of an appeal by the other party at the next step of the procedure within the time which would have been allotted, had the decision been given.

#### C. Presentation of Grievance

Every employee shall have the right to present his grievance to his employer in accordance with the provisions of this article, free from interference, coercion, restraint, discrimination or reprisal, and the grievance procedure established under this article shall provide the right to be represented at all stages thereof, and the representative shall be designated by the employee at the time he presents his grievance or at a subsequent date.

#### D. Procedural Requirements and Appeals

1. All grievances shall include the name and position of the aggrieved party, the specific description of the Agreement or policy involved in the said grievance, the time and place where the alleged events or conditions constituting the grievance existed, the identity of the party allegedly responsible for causing the said events or conditions (if known to the aggrieved party), a general statement of the nature of the grievance, and the redress sought by the aggrieved party. Forms for filing Stage Two grievances are available in the District Office.

2. Stage One

At this stage, the employee presents his grievance to his immediate supervisor who shall, to such extent as he may deem appropriate, consult with his superiors. The discussion and resolution of grievances at this first stage shall be on an oral and informal basis. If such grievance is not satisfactorily resolved at the first stage, such employee may proceed to the second stage within ten (10) working days.

3. Stage Two – Formal

If the grievance is not resolved informally, it may be reduced to writing and presented to the Superintendent within fifteen (15) employee workdays of the meeting at Stage 1. Within ten (10) employee work days after the written grievance is presented to him/her, the Superintendent shall, without any further consultation with the aggrieved party, or any party-in-interest (unless both parties have the opportunity to be present), give his/her decision and reasoning.

4. Stage Three – Board of Education

- a. If the grievant is not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board within fifteen (15) employee workdays after the Superintendent has given his decision.
- b. Within ten (10) employee work days after the next regularly scheduled Board meeting after the receipt of an appeal, the Board or sub-committee of the Board shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- c. The Board or sub-committee of the Board shall give its decision, with reasoning within ten (10) employee workdays after the conclusion of the hearing.

5. Stage Four - Arbitration (contract grievances only)

- a. In the event the Association is not satisfied with the disposition of the grievance at Stage 3, the Association may submit the grievance to arbitration by written notice to the Board within fifteen (15) business days, after the decision is received from Stage 3 by application to the American Arbitration Association (AAA) for the appointment of an arbitrator pursuant to the Voluntary Labor Arbitrator Rules.
- b. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the

**issues. The decision of the arbitrator shall be final and binding upon all parties.**

- c. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this agreement.**
- d. The cost and expense of the arbitration shall be borne equally by the Board and the Association.**

## ARTICLE XVII

### DURATION

The term of this agreement shall be from July 1, 2007 through June 30, 2011.

**APPROVAL**

Ratification of this Agreement has taken place as of the dates indicated below.

**FOR THE ASSOCIATION**

Ratified on: May 22, 2007

Signature: Dr. Michael J. Pawlinski Date: May 31, 2007

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**FOR THE DISTRICT**

Ratified on: May<sup>22</sup> 2007

Signature: Lucy A. Reynolds Date: May 22, 2007

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**FOR THE BOARD OF EDUCATION**

Ratified on: May 22, 2007

Signature: John M. Vasquez Date: 6/6/07