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Contract Database Metadata Elements

Title: **Rocky Point Union Free School District and Rocky Point Administrators Association (2001) (MOA)**

Employer Name: **Rocky Point School District**

Union: **Rocky Point Administrators Association**

Local:

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

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

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8167

AGREEMENT

BETWEEN

THE ROCKY POINT UNION FREE SCHOOL DISTRICT NO. 9

AND

THE ROCKY POINT ADMINISTRATORS' ASSOCIATION

7/1/01 - 6/30/06

RECEIVED

JAN 05 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

ARTICLE I : Agreement Duration

This Agreement is to be in full force and effect during the school years: **2001-2002; 2002-2003; 2003-2004; 2004-2005 and 2005-2006**. There shall be a reopener on salaries only, for the years **2004-2005 and 2005-2006**.

ARTICLE II : Recognition Clause

The Rocky Point Union Free School District (the "District") and the Rocky Point Administrators' Association (the "Association") agree that the Association shall be granted exclusive recognition as the sole representative of all District Principals, Assistant Principals, the Assistant Superintendent for Instruction, the Director of Pupil Personnel Services and Special Education, the Assistant Director of Special Education, the Coordinators, and the Director of Health and Physical Education and Athletics (collectively, the "Administrators").

ARTICLE III : Salary

The following shall be paid according to the pay scale set forth below:

Title	2001-2002	2002-2003	2003-2004
Asst. Supt. Instruction	108,000	114,000	120,000
H.S. Principal	110,200	113,506	116,911
Middle School Principal	105,560	108,727	111,989
Elementary Principal (1)	105,560	108,727	111,989
Elementary Principal (2)	99,000	105,000	111,000
Dir. PE, Health & Ath.	101,000	107,000	111,989
Dir. of P.P.S. & Sp. Ed.	100,000	106,000	111,300
Asst. Director of Sp. Ed.	80,000	86,000	92,000

H.S. Asst. Principal (1)	101,210 (1)	104,246	107,374
H.S. Asst. Principal (2)	99,981 (2)	104,246	107,374
Elem. Asst. Principal (1)	87,000 (1)	93,000	99,000
Elem. Asst. Principal (2)	83,500 (2)	89,500	95,500
Coordinators *	87,000	89,610	92,298

*Coordinators shall work ten (10) days during the summer recess, such days to be determined in the sole discretion of the building principal, and be paid at the rate of 1/240 of the coordinator's annual salary for each day worked during the summer recess.

ARTICLE IV : Fringe Benefits

Section 1- Health and Dental Insurance

The District shall pay one hundred (100%) percent of the premium of the family/individual health and dental insurance plans currently in effect.

Section 2 - Physical Examination

All Administrators shall be entitled to an annual complete physical examination, at District expense.

Section 3 - Life Insurance

The District shall pay the full cost of term life insurance, double indemnity, insuring the life of each Administrator for two hundred thousand (\$200,000) dollars, payable to the beneficiary or beneficiaries designated by each Administrator.

Section 4 - Tax Sheltered Annuity

The District shall contribute one thousand five hundred (\$1,500.00) dollars each year for each Administrator to be paid into a Tax Sheltered Annuity (TSA) program chosen by each Administrator.

ARTICLE V : Administrative Sick Leave/Temporary Leave of Absence/Vacation

Section 1 - Administrator Personal Sick Leave

a. Administrators shall be entitled to fifteen (15) days of personal/sick leave per year. Any unused days shall accumulate from year to year. Sick days shall be used for any illness suffered by the Administrator or member(s) of his/her family. Any sick days used in a given year shall be subtracted from the fifteen (15) days and the remainder added to any accumulated total. In all cases of absence, a written report on a form supplied by the District must be filed with the Superintendent by the Administrator. If any absence is for more than five (5) consecutive days, the District may request a written statement from the attending physician.

b. (i) Upon written documentation of the District's physician, an Administrator may be granted forty-five (45) days sick leave after he/ she has exhausted his/her accumulated sick leave, at the discretion of the District.

(ii) If an Administrator is still unable to work, he/she may be granted up to forty-five (45) additional days sick pending further verification of the District's physician, at the discretion of the District.

c. Upon returning to duty, the Administrator shall be credited with fifty (50%) percent of previously accumulated sick days up to a maximum of twenty-five (25) days if “b” (i) and (ii) above have been exercised.

d. In September, all Administrators shall receive an accumulated sick leave statement from the District Office.

Section 2 – Death In The Family

a. Five (5) days leave will be granted to each Administrator for each death in the Administrator’s immediate family. The immediate family includes the Administrator’s spouse, mother, father, sister, brother, son, daughter, grandparent, or a spouse’s mother or father.

b. In the case of spouse’s grandparent, brother or sister, two (2) days shall be granted.

c. The Superintendent, in his/her sole discretion, may consider special cases or circumstances.

Section 3 – Emergency Leave

Other emergency leaves may be granted at the discretion of the Superintendent. Advanced notice requesting such emergency leave must be given to the Superintendent whenever possible.

Section 4 – Jury Duty and Subpoenas

a. Each Administrator shall be granted leave with full pay and suffer no loss of benefits in responding to a court subpoena or performing required jury duty.

b. Any remuneration received by an Administrator over and above his/her expenses for transportation, meals and other incidentals in connection with a response to a subpoena or summons to jury duty shall be forwarded to the District.

Section 5 – Professional Obligations

a. An Administrator who is a duly certified delegate of the New York State Retirement System and who has given sufficient notice of his/her delegation to the Retirement Conference may be granted one (1) day leave of absence without loss of pay. The District and the Association will share the cost of conference expenses for up to two (2) days.

b. The District shall pay all dues for professional memberships in organizations directly related to the Administrator's responsibility, subject to the approval of the Superintendent of Schools.

c. Eight (8) full professional days may be granted for Association use to attend conferences and conventions and to conduct Association business. If needed, an additional eight (8) full days may be granted for Association use to attend conferences and conventions and to conduct Association business at the expense of the Association. All such days are at the discretion of the Superintendent of Schools.

Section 6 – Religious Holidays

Up to three (3) days per year may be granted for recognized religious observance. The request should be made at least one (1) week in advance of such request.

Section 7 – Unexcused Absences

All absences other than those set forth herein shall be deemed unexcused and shall be deducted from the Administrator's salary at the rate of 1/240 of the Administrator's annual salary for each unexcused day.

Section 8 – Vacation Days

a. Twelve (12) month Administrators shall be entitled to nineteen (19) vacation days per year, which may not be carried over from year to year. The Administrators shall not be required to work when school is not in session (the "Recess Period"). With the express written approval of the Superintendent of Schools, or his/her designee, an Administrator may work during a Recess Period. If so, the Administrator shall receive one (1) compensatory day for each day worked during a Recess Period. However, an Administrator may not take such compensatory day without the express written approval of the Superintendent of Schools. Each twelve (12) month Administrator, upon the written approval of the Superintendent of Schools, may redeem on an annual basis up to ten (10) unused vacation days at his/her normal per diem rate of 1/240 of his/her annual salary.

b. Ten month Coordinators shall work the same school year as teachers except that they shall also be required to work those days from the last school day in June up to and including June 30th and from September 1st until the opening of school.

ARTICLE VI : Retirement

Section 1- Insurance

When an Administrator retires, his/her then current insurance benefits (health, dental, life) shall be carried into retirement and the District shall continue to pay one hundred (100%) percent of the premiums for the cost of such insurance benefits for Administrators or their dependents. The type of health insurance coverage (family or individual) that exists at the time of the Administrator's retirement, shall continue into retirement. Life insurance policy limits shall be according to the terms of the life insurance policy then in effect in the District.

Section 2- Pay For Unused Days And District Service

a. Upon retirement, all Administrators shall receive as payment for fifty (50%) percent of unused sick and unused vacation days, up to a maximum two hundred (200) days (*i.e.*, 50% x 200 days = 100 days at the rate of 1/240 of the Administrator's annual salary for each unused day).

b. Additionally, upon retirement, all Administrators shall receive three hundred (\$300.00) dollars for each year of consecutive service in the District.

ARTICLE VII : Grievance Procedure

Section 1: Definitions

a. A "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the terms of this Agreement and the policies of the District, except any matter which is prohibited by law from being administered hereunder (*e.g.*,

matters within the exclusive jurisdiction of the Commissioner of Education).

b. An "Aggrieved Person" is the person or persons alleging any violations, misinterpretations, or inequitable applications of the terms of this Agreement and the policies of the District.

Section 2 : Purpose

It is the declared objective of the District and the Association to encourage the prompt and informal resolution of complaints as they arise and to provide recourse to orderly procedures for the satisfactory resolutions of complaints.

Section 3 : General Principles

a. The failure of an Aggrieved Person to proceed to the next step within the time limits set forth herein shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. However, in the event new facts are obtained which were not previously known to him/her which, if they had been known, might have influenced the disposition of the grievance, the presentation of such information to the parties in interest shall constitute grounds to reopen the grievance procedure at the level at which it was terminated. Further, in the event a decision has been rendered but has not been implemented or was violated, the presentation of such new evidence to the parties in interest shall constitute grounds to reopen the grievance at the level at which it was terminated. Such new evidence must be presented within one year from the last determination.

At any level, the failure of the District to communicate, without reasonable cause, its decision to the Administrator within the specified time limits shall

permit the Administrator and/or the Administrator Representative to proceed to the next level.

b. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing including a representative of the Association. When an Administrator is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure providing the grievant consents and so requests.

c. A grievance shall be deemed to have been waived unless presented within thirty (30) days after the event or events on which the grievance is based is known, or should reasonably have been known, by the aggrieved party.

Section 4 : General Procedure

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 should be made to expedite all procedures hereafter described.

a. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared. The School Administration shall then print appropriate supplies of such documents and distribute them so as to facilitate operation of the grievance procedure.

b. Decisions rendered at each step of the grievance procedure shall be in writing, setting forth the decision and the supporting reasons, and be promptly transmitted to the aggrieved person.

c. The processing of a grievance shall take place at the mutual convenience of the parties concerned.

d. The District and the Association agree that proceedings under this Article shall be confidential.

e. Since a grievance, filed on or after June 1, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the District represents that it has adequate staff during the summer recess period to handle all grievances in normal course.

Level 1 – Superintendent And/Or His/Her Designee

An Administrator shall first submit a written grievance to the Superintendent and/or his/her designee, either directly or through his/her representative. If the Administrator submits the grievance through his/her representative, the Administrator must be present during the discussion of the grievance at this and every other step. Within ten (10) school days after the written grievance is submitted to him/her, the Superintendent and/or his/her designee, shall render a decision thereon.

Level 2 – Board of Education

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 1, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance, in writing, within ten (10) days, with the Board of Education.

Level 3 – Advisory Arbitration

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 2, or if no decision has been rendered at Level 2 within twenty-five (25) days after presentation of the grievance, the party initiating the grievance shall, within twenty (20) days, request advisory arbitration. The parties shall agree upon a mutually acceptable advisory arbitrator. Said arbitrator shall utilize the procedural

guidelines promulgated by the American Arbitration Association in disposing of the grievance.

b. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the parties.

ARTICLE VIII : Dues Deduction

The District agrees to deduct from the salaries of Administrators dues for the Association as said Administrators individually and voluntarily authorize the District to deduct and to transmit the monies promptly to an account designated by the Association. Administrator authorization shall be in writing on forms supplied by the Association. These forms shall remain in effect until revoked in writing by an Administrator. These deductions shall be made from each bi-weekly check in the amount determined by the Association.

ARTICLE IX : The Agreement

This Agreement constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted from or modified only through the voluntary and mutual consent of the parties in a written, signed amendment to this Agreement.

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement and agree that negotiations will not be reopened on any item, whether contained in this Agreement or not, during the life of this Agreement.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THE AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENTS OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

By: Michael P. Bowler 12/10/01
Michael P. Bowler, President Date
Rocky Point Administrators' Association

By: Geraldine Thalen 12/17/01
Geraldine Thalen Date
President of the Board of Education

By: James J. Gerardi 12/17/01
James J. Gerardi Date
Superintendent of Schools

Rocky Point UFSD
Teacher Negotiations Calculator - 2004-05 (Year Three of the Extension)

4.50%

Includes New M75 Column

	TA	B	B15	B30	B45	B60	M	M15	M30	M45	M60	M75	Ph.D.
Step 1	34,438	39,181	40,944	42,708	44,473	46,432	46,432	48,391	50,351	52,309	54,269	56,187	58,104
Step 2	35,470	40,944	42,708	44,473	46,236	48,391	48,391	50,351	52,309	54,269	56,228	58,187	60,145
Step 3	36,502	42,708	44,473	46,236	48,000	50,351	50,351	52,309	54,269	56,228	58,187	60,146	62,106
Step 4	37,537	44,473	46,236	48,000	49,763	52,309	52,309	54,269	56,228	58,187	60,146	62,105	64,064
Step 5	38,569	46,236	48,000	49,763	51,527	54,269	54,269	56,228	58,187	60,146	62,105	64,065	66,025
Step 6	38,569	48,000	49,763	51,527	53,290	56,228	56,228	58,187	60,146	62,105	64,065	66,023	67,982
Step 7	38,569	49,763	51,527	53,290	55,055	58,187	58,187	60,146	62,105	64,065	66,023	67,983	69,943
Step 8	38,569	51,527	53,290	55,055	56,818	60,146	60,146	62,105	64,065	66,023	67,983	69,942	71,900
Step 9	38,569	53,290	55,055	56,818	58,582	62,105	62,105	64,065	66,023	67,983	69,942	71,902	73,862
Step 10	38,569	55,055	56,818	58,582	60,345	64,338	64,338	66,571	68,805	71,038	73,271	75,503	77,735
Step 11	38,569	56,818	58,582	60,345	62,109	66,571	66,571	68,805	71,038	73,271	75,503	77,736	79,970
Step 12		58,582	60,345	62,109	63,872	68,805	68,805	71,038	73,271	75,503	77,736	79,970	82,203
Step 13		60,345	62,109	63,872	65,638	71,038	71,038	73,271	75,503	77,736	79,970	82,202	84,434
Step 14		60,345	62,109	65,638	67,402	73,271	73,271	75,503	77,736	79,970	82,202	84,435	86,668
Step 15				67,402	69,165	75,503	75,503	77,736	79,970	82,202	84,435	86,668	88,901
Step 16				69,165	70,929	77,736	77,736	79,970	82,202	84,435	86,668	88,901	91,135
Step 17				70,929	72,692	79,970	79,970	82,202	84,435	86,668	88,901	91,135	93,368
Step 18				72,692	74,456	82,202	82,202	84,435	86,668	88,901	91,135	93,368	95,601
Step 19				74,456	76,221	84,435	84,435	86,668	88,901	91,135	93,368	95,600	97,832
Step 20				76,221	77,984	86,668	86,668	88,901	91,135	93,368	95,600	97,833	100,066
Step 21				77,984	79,748	88,901	88,901	91,135	93,368	95,600	97,833	100,066	102,300
Step 22				79,748	81,511	91,135	91,135	93,368	95,600	97,833	100,066	102,298	104,530
Step 23				79,748	81,511	91,135	91,135	93,368	95,600	97,833	100,066	102,298	104,530
Step 24				79,748	81,511	91,135	91,135	93,368	95,600	97,833	100,066	102,298	104,530
Step 25				79,748	81,511	91,135	91,135	93,368	95,600	97,833	100,066	102,298	104,530
Step 26				79,748	81,511	91,135	91,135	93,368	95,600	97,833	100,066	102,298	104,530
Step 27				79,748	81,511	91,135	91,135	93,368	95,600	97,833	100,066	102,298	104,530
Step 28				83,655	85,504	95,600	95,600	97,944	100,285	102,627	104,969	107,312	109,654

MEMORANDUM OF AGREEMENT

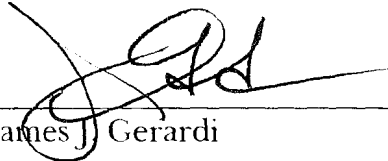
It is hereby agreed by and between the Rocky Point Union Free School District No.: 9 and the Rocky Point Administrator's Association that the current collective bargaining agreement which expires on June 30, 2006 shall remain in full force and effect with the following changes and/or modifications subject to ratification by the Board of Education and the Rocky Point Administrator's Association:

I. Article III of the Collective Bargaining Agreement regarding salaries shall be amended as follows:

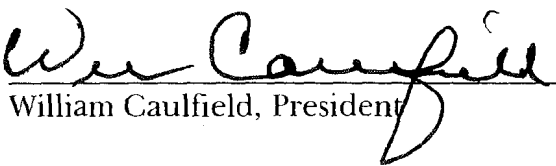
Title	2003-2004	2004-2005	2005-2006
H.S. Principal	116,911	122,756.55	126,439.25
Middle School Principal	111,989	117,588.45	121,116.10
JAE Elementary Principal	111,000	116,550	120,046.50
FJC Elementary Principal	111,000	116,550	120,046.50
Dir. of Health & Athletics	111,989	111,989	115,348.67
Dir. of Special Ed.	111,300	116,865	120,370.95
Asst. Director of Sp. Ed.	92,000	96,600	99,498
Director of Student Services	109,041	114,493.05	117,927.84
H.S. Asst. Principal	107,374	112,742.70	116,124.98
H.S. Asst. Principal	107,374	107,374	110,595.22
M.S. Asst. Principal	99,370	99,370	102,351.10
M.S. Asst. Principal	99,370	99,370	102,351.10
JAE Elem. Asst. Principal	95,500	100,275	103,283.25
FJC Elem. Asst. Principal	95,500	100,275	103,283.25
English Coordinator	92,298	96,912.90	99,820.29
Math Coordinator	92,298	96,912.90	99,820.29
Science Coordinator	92,298	96,912.90	99,820.29
Social Studies Coordinator	92,298	96,912.90	99,820.29

2. The following administrative positions shall be deleted from Article II - Recognition Clause: Assistant Superintendent for Instruction and Director of Human Resources.

ROCKY POINT UNION FREE SCHOOL DISTRICT

By: 
James J. Gerardi

ROCKY POINT ADMINISTRATORS ASSOCIATION

By: 
William Caulfield, President

DATED: 20 Oct 04