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**COLLECTIVE NEGOTIATIONS AGREEMENT**

**BETWEEN**

**THE CITY SCHOOL DISTRICT  
OF THE CITY OF KINGSTON, NEW YORK**

**AND**

**THE ADMINISTRATIVE AND SUPERVISORY  
PERSONNEL ASSOCIATION**

**JULY 1, 2009 - JUNE 30, 2011**

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This Agreement is made and entered into and between the City School District of the City of Kingston, New York and the Administrative and Supervisory Personnel Association. This agreement shall be in force from July 1, 2009 through June 30, 2011.

## **SECTION 100 - RECOGNITION**

### **101 - Recognition**

On the 6th day of March, 1969, the Kingston City School District recognized the Administrative and Supervisory Personnel Association as the exclusive bargaining agent for the negotiating unit defined as all building principals, building vice-principals, building assistant principals, directors and coordinators. This recognition shall remain in effect until challenged.

### **102 - Agency Shop**

The Association shall notify the District of its Agency Shop fee yearly, before July 1. The District shall deduct such fee in a manner mutually agreed upon between the Association and the District and forward such fees to a person designated by the President of the Association. The Association has selected payroll deduction as the method of collection for the Agency Shop fee. The District shall deduct such fee (in 21 equal amounts) from the paychecks of all members of the Association. It is agreed that the District may require a hold harmless and indemnification agreement for payroll deductions that have been requested for disbursement by the unit member.

## **SECTION 200 - CLASSIFICATION OF POSITIONS**

### 201 - Classifications of Positions within Levels

Levels	Positions
I	Coordinator of Special Education
II	Vice Principal - Elementary Assistant Director of Special Education
III	Principals with 20 or fewer members on professional staff Assistant Principals - Kingston High School
IV	Principals with (21 - 30) on Professional Staff Director of Physical Education, Athletics & Health Director of Social Studies and Library Services Director of Special Education Director of Instructional Support Director of Student Information, Testing and Assessment Director of Social Studies, Foreign Language and ELA Vice Principals JWB and MCM
V	Principals with (31 - 40) on Professional Staff Vice Principal - Kingston High School
VI	Principals with (41 - 60) on Professional Staff
VII	Principals with (61 - 90) on Professional Staff
VIII	Principals with 91 or more on Professional Staff

## **SECTION 300 - FRINGE BENEFITS**

### 301 - Sick Leave

- a. Sick leave shall be credited at the rate of 18 days per school year for unit members, with unlimited accumulation. Unit members shall be permitted to contribute sick leave in any amount to any other Unit member who has exhausted his/her sick leave and is still absent due to his/her personal illness.

Each unit member shall be credited in September of each year with the total amount of sick leave accrued. The provisions of Section 300 shall not diminish the benefits provided pursuant to the Family and Medical Leave Act (FMLA) and the FMLA shall not diminish the benefits set forth in Section 300.

- b. The estate of a Unit member shall receive, upon the Unit member's death, \$60.00 for each unused sick day the Unit member had at the time of his/her death. The Unit member will receive \$60.00 for each unused sick day - with a cap established at 215 days - at the time of retirement from the District.
- c. If Unit members exhaust their sick leave days, they may request permission from the Superintendent to borrow against vacation days which will be earned but unused during any period subsequent to the request, but prior to the end of the following school year.

302 - Unit members shall be granted four (4) personal business days per year. Unused personal business days shall be added to accumulated sick leave. For the 2005-2006 school year only, unit members may opt to have three of their sick leave days placed into accumulated personal leave. Each year, commencing with the 2006-2007 school year, up to three (3) days may be accumulated as personal leave from prior years. Personal leave roll-over days shall be in lieu of adding such days to accumulated sick leave. In any given year, a maximum of seven (7) personal days may be provided.

303 - Leaves for serious illness in the Unit member's immediate family shall be granted providing the member makes a formal request to the Superintendent of Schools that the absence be deducted from the member's accumulated sick leave.

304 - Absences due to death of members of the Unit member's immediate family shall be granted to a maximum of five (5) days for funeral. The term "immediate family" shall include father, mother, sister, brother, husband, wife, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents and grandchildren, additional considerations with the Superintendent's approval.

305 - Leaves of absence shall be granted without pay subject to the recommendation of the Superintendent of Schools and the approval of the Board of Education for:

- a. Professional growth, up to and including the Doctor's degree, providing it is in the area in which the member is working or will work in District.
- b. Acceptance of a grant, scholarship, fellowship, or other such professional or educational award.
- c. Convalescence from a serious illness or accident.
- d. Any other reason approved by the Superintendent of Schools.

306 - Child Rearing Leave

- a. Absences due to physical disability caused by pregnancy shall be treated in the same manner as absence caused by any other disability.

- b. Requests for child rearing leaves must be submitted to the Superintendent no later than three (3) months prior to the requested leave period.
1. The leave shall be without pay.
  2. The leave shall be granted for no longer than three semesters not including the one in which the leave commences.
  3. A unit member granted such leave must notify the Superintendent in writing of her intention to either return to a position in the District or resign. The latest date for requesting a return to duty at the beginning of the fall semester shall be May 1, and the latest date for requesting a return to duty the beginning of the spring semester shall be November 1.
  4. Any unit member who suffers an interrupted pregnancy, stillbirth or the death of any child for whom she has commenced a leave shall upon application to the Superintendent and upon providing appropriate medical certification, be returned to a position in the District at the beginning of the next semester.
  5. In cases of emergency caused by pregnancy and/or childbirth, a unit member using sick leave for the period of physical disability and needing a child rearing leave shall notify the Superintendent at the earliest possible time.



307 - Insurance

- a. The contribution level of employees in the bargaining unit shall be increased to 10% individual/family effective July 1, 2006. Each Unit member shall make prescription drug co-payments as required by the District's Blue Cross Blue Shield PPO. The District's health plan, Blue Cross Blue Shield PPO, (discontinuing the wrap-around plan) will become effective as soon as practicable after mutual ratification. Unit members who retire on or after July 1, 2006, shall contribute during their retirement towards individual/family health insurance premium costs at the same percentage rate of contribution that they contributed when last actively employed in the District. The District may offer unit members the right to participate in alternative health insurance plans such as MVP, HMO's and/or EPO's, etc.
- b. The District shall maintain a primary insurance coverage (\$10.00) deductible to protect members of the Unit against personal property losses, excluding cash and automobiles.
- c. At such time as the Ulster County Health Department declares that the danger exists of any disease reaching epidemic proportions, the District shall, in the case of those diseases for which there is immunization, provide such immunization free of charge for those members of the ASPA Unit who request it.
- d. A dental insurance plan shall be established for each unit member.
- e. Section 125 IRC Flexible Benefits Plan - The District shall implement a comprehensive Section 125 Internal Revenue Code Plan within a reasonable period of time after ratification of the agreement between the parties. The District

will have the right to pick the administrator of the plan with input from the Association.

f. Health Insurance Buyout - Employees shall be eligible for a health insurance buy-out as follows:

1. Unit members who are otherwise health insured may opt out of the District's health insurance program and receive a payment of \$2,500.00 subject to all applicable deductions. Such payment shall be made by the District in two installments, the first to be made on or before October 1<sup>st</sup> and the second to be made on or before April 15<sup>th</sup> of each year.
2. The application and proof of alternative health care coverage shall be provided to the health benefits clerk in writing by June 1<sup>st</sup> in order to opt out as of July 1<sup>st</sup>.
3. New employees may choose this option and receive this benefit on a prorated basis, provided that an application and proof of other health insurance is furnished to the health benefits clerk within ninety (90) calendar days of beginning work.
4. Reentry into the District's health insurance program shall be allowed at any time subject only to the waiting period, if any, of the District's health insurance program rules and regulations.
5. Reentry into the District's health insurance program shall be conditioned upon the unit member's repaying 1/12th of the annual

buyout amount for each month remaining in the school year. In the event that the employee's services are terminated for whatever reason or the employee is granted an unpaid leave, the employee shall be required to repay the portion of the amount applicable for the remaining months in the school year. To the extent that the payment is not made on a voluntary basis, the District is authorized to recoup repayment from any unpaid salary or compensation otherwise due the employee.

#### 308 - Final Year Salary

Individual unit members shall receive a salary of \$1,000 for notifying the District, in writing for board action, at least nine (9) months in advance of his/her actual date of retirement or resignation. This notification shall be in the form of an irrevocable letter of retirement or resignation. Payment shall be received by the unit member during the payroll period immediately following board action.

### **SECTION 400 - RIGHTS AND PRIVILEGES RESTRICTIONS AND LIMITATIONS**

401 - No work connected with the operation of the Administration and Supervisory Personnel Association shall be done during the regular working day of the Unit member.

402 - The Association shall be authorized the use of District facilities for its meetings and to utilize District e-mail facilities for Association business purposes.

403 - Expenses for authorized travel shall be reimbursable at current Internal Revenue Service standard mileage allowance.

404 - Within budgetary allocations and subject to the approval of the Superintendent, no restriction shall be placed on conferences because of distance or cost for conference. Unit members are permitted to transfer conference funds by mutual consent.

405 - Members of the Unit designated by its President shall receive time to attend conferences and conventions of the organization, state and national affiliate to a total of four Unit member workdays per year. Such absences shall be excused as professional conference days.

406 - In the event of an administrative or supervisory vacancy, or a newly created administrative or supervisory position, the Superintendent shall promptly inform the Association President of the vacancy. Qualified members of the Unit requesting transfer or reassignment to the vacant position shall receive consideration for the opening.

407 - The Association shall be entitled to agency fee check-off privileges to be worked out cooperatively between the business office and the Association.

408 - Unit member's personnel files shall be maintained under the following procedures:

- a. File Material - No material derogatory to a Unit member's conduct, service, character, or personality shall be placed in the file unless the Unit member has had an opportunity to read the material. The Unit member shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed. Such signature merely signifies that the Unit member has read the material and does not necessarily indicate agreement with its content.
- b. Right to Respond - The Unit member shall have the right to respond to any material filed and the Unit member's response shall be attached to the file copy.
- c. Access to File - Upon the appropriate request by the Unit member, he/she shall be permitted to examine his/her personnel file.
- d. Restricted Material - The Unit member's personnel file, open for inspection, shall not include materials relative to the Unit member's appointment or promotion nor any materials preceding July 1, 1969.

#### **SECTION 500 - DUTIES, RESPONSIBILITIES AND OBLIGATIONS**

501 - This agreement shall supersede any rules, regulations, or practices of the District, which are contrary to or inconsistent with its terms.

- a. It shall be the responsibility of the Unit members to enforce the contracts between the Board of Education and ESP, KTF and CSEA. A method will be established to resolve conflicts between the ASPA contract and other contracts.

- b. Further, it shall be the responsibility of all Unit members to implement and enforce all (other) school district policies and administrative regulations as interpreted by the Superintendent of Schools and the Assistant Superintendents in their respective areas as outlined in the Table of Organization.

502 - The building principal shall submit to the Superintendent a written record of all employee discipline interviews and/or all grievance decisions rendered at the building level within five (5) workdays of the interview.

503 - The building principal shall have authority, supervision and responsibility for all personnel, both professional and non-professional, assigned to the principal's building on either a full-time or part-time basis, subject to all employee contracts with the Board of Education, Board of Education policy, and other administrative regulations and directives of the Superintendent of Schools.

504 - After consultation with all affected supervisory personnel, the principal shall have authority and responsibility, subject to legal restrictions, Board of Education policies, and the approval of the Superintendent of Schools, to assign duties and classes to teachers.

505 - The authority of the building principal to grant leaves of absence shall be limited solely to those absences for authorized personal business days. Further, the building

principal shall report recognizable patterns of absences of members of any other negotiation unit to the Superintendent of Schools. Authorized personal business days for cafeteria and custodial personnel shall be granted only by the Assistant Superintendent for Business and Operations and he/she shall notify the appropriate principal of the substitution in personnel.

506 - Under the direction of the Superintendent of Schools, or as it may be delegated to the appropriate Assistant Superintendent, Unit members shall have the responsibility for supervision of instruction within their respective buildings or subject areas.

507 - Under the direction of the Superintendent of Schools, or as it may be delegated, it shall be the responsibility of those Unit members who are assigned the evaluation of members of the teachers unit to evaluate and submit the evaluation reports and recommendations in compliance with the Board of Education policy as described in the provision of the Teacher Evaluation Policy.

508 - Under the direction of the Superintendent of Schools, Unit members shall implement to the best of their ability and in good faith, all approved District programs.

509 - The Superintendent shall have the authority to direct unit member(s) of his/her choice to attend workshops or seminars which the Superintendent believes are necessary for the conduct of the District's business.

- a. Under those circumstances, the District will pay all reasonable expenses.
- b. If a unit member elects to take an in-service course outside the workday, he/she shall receive in-service credit if the course has pre-approval from the Superintendent.
- c. Each in-service credit shall consist of at least fifteen clock hours of instruction. Each block of six credits after July 1, 1995 shall be compensated at \$75.00/credit.
- d. This requirement to attend the aforementioned conferences and workshops may be waived by the Superintendent of Schools in individual cases and in individual instances.

510 - It shall be the responsibility of the unit member to submit all duly requested forms and reports in proper order and on time.

511 - Staff evaluation shall be the responsibility of the building principal, as defined in the Table of Organization, with the assistance of the supervisory staff.

## **SECTION 600 - TERMS AND CONDITIONS OF EMPLOYMENT**

601 - Unit members shall be hired to work a twelve (12) month work year. Unit members shall be entitled to 22 vacation days, no work requirement during mid-year recess weeks when children are not in attendance and shall be entitled to have paid time off on all holidays in the District's schedule of holidays.



602 - Vacation schedules shall be submitted to the Superintendent of Schools or his/her designee by June 30. ASPA members must take their vacations during the summer months, absent extenuating circumstances and approved by the Superintendent.

603 - The basic workday will be eight (8) hours including lunch. Unit members agree to work other hours as required by their positions. When a school is not in session, the workday will be from 8:00 a.m. to 3:30 p.m. or 7:30 a.m. to 3:00 p.m. for early dismissal schools.

604 - A unit member who is the subject of a grievance presented to the Superintendent of Schools or the Board of Education shall receive a complete photocopy of said grievance not less than 48 hours before any formal conference is held pertaining to said grievance.

605 - All part-time administrative and supervisory positions shall be advertised to and filled from the full-time regularly employed members of the ASPA unit, provided at least one unit member applies.

606 - Unit members shall be consulted regarding the selection, appointment, assignment, transfer, promotion, termination from employment, attendance patterns, and the duties of personnel assigned to their buildings.

607 - Every effort will be made to ensure that each operating elementary school be staffed by one full-time secretary.

608 - No change shall be made in the salary status or fringe benefits of any member of the ASPA unit without prior negotiations with the unit.

609 - Whenever realignment or reallocation of duties and responsibilities of unit members is planned by the District (as for example through a combining of jobs or splitting of jobs or major shift of responsibilities), consulting with the Association is required.

In the event of a reduction in force and if there are vacant positions to be filled, consultation with the unit shall occur relative to the placement of excessed unit members into the vacant positions. Provided this item is adhered to, the District shall not otherwise be prohibited from eliminating positions or changing duties and assignments. The Superintendent shall inform affected individual members and notify the ASPA President prior to making a transfer.

610 - Conference Allocations

- a. The conference allocations for administrators and supervisors shall be transferable upon the approval of the Superintendent of Schools.

- b. Upon receipt of the approval of the Superintendent of Schools for conference expenses reimbursement, a unit member shall submit his/her voucher for reimbursement to the Business Office, whereupon payment will be made within 30 calendar days.
- c. Travel, lodging and registration expenses shall be provided for via purchase orders issued by the Business Office, to the extent practicable.

## **SECTION 700 - GRIEVANCE PROCEDURE**

701 - Any bargaining unit member or members of the ASPA unit (the "grievant") claiming a violation, misinterpretation, or inequitable application of this Agreement shall discuss it with his/her immediate supervisor. A grievance filed by the ASPA, and not on behalf of a particular member or members may be raised with the Superintendent or his/her designee. The grievant is entitled to be represented by an ASPA member. This discussion shall be held within ten (10) working days of the claimed violation, misrepresentation or inequitable application of this Agreement.

702 - If the grievant is not satisfied that the problem has been resolved, then the grievant, ASPA president, or a designee shall meet with the Superintendent or his/her designee. The Superintendent shall render a written decision within thirty (30) working days of this meeting. Any grievance not presented to the Superintendent in writing within forty (40) working days of the date when the grievance arose or when the

grievant should have known that the grievance arose shall be deemed waived and shall not be further processed pursuant to the provisions of this grievance procedure.

703 - Not later than twenty (20) working days after such written decision has been received by the grievant, the ASPA may submit the grievance to a contractual panel comprised of the of following three (3) arbitrators, who shall serve on a rotating basis, to the extent practicable:

1. Jeffrey Selchick;
2. Carol Wittenberg; and
3. Louis Patack.

The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding. All arbitration fees and costs shall be borne equally by the District and the ASPA.

704 - 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.

705 - The failure of the Superintendent or his/her designee or anyone against whom a grievance has been filed to comply with the time limits or requirements of this grievance procedure shall permit the grievant to proceed to the next step.

## **SECTION 800 - EVALUATION PROCESS**

801 - Members of the bargaining unit shall be evaluated on a narrative form annually based upon criteria and goals as determined by the Superintendent of Schools. There shall be periodic consultations between the Superintendent of Schools or his/her designee and the evaluatee regarding job performance.

802 - A copy of the written annual evaluation form shall be placed within the evaluatee's personnel file. The evaluatee shall be required to sign the form to indicate receipt. The signature will not mean that the evaluatee agrees with the contents of the evaluation. The administrator shall have fifteen (15) school days of receipt of his/her evaluation to file a written response which will be attached to the evaluation.

803 - Probationary Employee Evaluation/Procedure for Improvement Plan - If an unsatisfactory evaluation is given, a probationary administrator shall be entitled to meet with the Superintendent or his/her designee to prepare an Improvement Plan for implementation prior to recommending termination of employment or tenure denial. This provision shall not apply to cases involving misconduct or acts of moral turpitude. An Improvement Plan shall be of six month's duration following the issuance of the unsatisfactory evaluation.

804 - Written complaints of significance or oral complaints of significance that are reduced to writing shall be promptly made known to the affected administrator, who shall be afforded the opportunity to respond to the complaint in writing to the Superintendent.

## **SECTION 900 - SALARY & LONGEVITY**

### **901 - Salary Increases:**

2.9%, effective July 1, 2009;  
2.2%, effective July 1, 2010.

Unit members hired on or after July 1, 2009 shall not receive the July 1, 2009 percentage increase.

902 -Salary ranges shall increase by the same percentages each year. Annual movement within the salary range, for unit members whose salaries are within the ranges, shall be based upon the following: The minimum range movement will be \$500.00, effective July 1, 2005, and the maximum range movement shall be \$1,000.00 in Levels I - III and \$700.00 in Levels IV - VIII, effective July 1, 2005. Range movement is calculated each year by dividing the difference between the unit member's salary and the top of the range by five as of July 1st.

Notwithstanding the above, for the 2009-2010 school year only, range movement shall be frozen except for those unit members whose 2008-2009 salaries were less than \$100,000.00. For those unit members, range movement of \$1,000.00 shall be applied for the 2009-2010 school year, effective July 1, 2009.

903 – Longevity

	<u>Amount:</u> <u>Effective July 1, 2009</u>	<u>Amount:</u> <u>Effective July 1, 2010</u>
Longevity shall be paid annually and cumulatively, based upon years of service in the bar		
After 5 years	\$750.00	\$1050.00
After 10 years	\$1,250.00	\$1,450.00
After 15 years	\$2,000.00	\$2,200.00
After 20 years	\$3,000.00	\$3,200.00

**SECTION 1000 - LEGISLATIVE APPROVAL & DURATION**

1001 - "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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

1002 - This agreement shall be in force from July 1, 2009 to June 30, 2011. Package submission date for negotiations for the next contract period shall be no later than March 20, 2011. Negotiations on the package shall begin as soon as possible after exchange.

SO AGREED this 30<sup>th</sup> day of October, 2009.

**THE DISTRICT**

BY: Gerard M. Gretzinger 9/29/10  
**GERARD GRÉTZINGER**  
**SUPERINTENDENT OF SCHOOLS**

**THE ASPA**

BY: John J. Young 9/29/10  
**PRESIDENT**