

COLLECTIVE AGREEMENT

between the

**RONDOUT VALLEY CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

**RONDOUT VALLEY FEDERATION
OF TEACHERS AND
SCHOOL RELATED PROFESSIONALS**

(Secretarial Employees)

July 1, 2023 - June 30, 2028

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Agreement made as of the 1st day of July 2023, 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 Professionals ("Federation").

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.

Article I

Recognition

The District recognizes the Federation as the exclusive representative of all clerical employees, Greenhouse Technician and School District Technical Services Specialists with the exception of the secretary to the Superintendent, the Administrative Assistant to the Superintendent, the second Administrative Assistant position in the District Central Office and a clerical position in the Business Office. Such recognition shall extend for the maximum period by law.

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 10 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 their 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, they shall be given a written statement of the reason, or reasons for their non-appointment.

2.6 When a permanent employee is promoted to another position within the District, there shall be an eight week probationary period. At the conclusion of the eight week probationary period, the employee, if they choose, may return to their 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 their original position.

2.7 The qualifications and experience required for appointments or assignments 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 or non-certified members of the District's administrative bargaining unit at the Director level or above 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 their immediate administrator and will be required to sign the office copy to indicate that they have received the same.

3.4 Within five (5) working days following any evaluation, the evaluated employee and their 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 the 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
3. Margaret Liebowitz
4. Ira Lobel

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:

- 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 their position until they have 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 work 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 four classifications as follows:

Classification A: (10 or 12 months)

Typist
Account Clerk
Receptionist

Classification B: (10 or 12 months)

Account Clerk Typist
Senior Typist
Stenographer

Classification C: (12 Months)

Senior Stenographer
Senior Account Clerk
Senior Account Clerk Typist

Classification T: (10 or 12 Months)

School District Technical Service Specialist
Greenhouse Technician

5.3 Salary:

- a. Each employee's annual salary shall be determined by placement in the salary schedules annexed hereto as Appendix A.
- b. Effective July 1, 2024, 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. Freeze all recipients of longevity payments as of June 30, 1994; such recipients to continue to receive the amount earned as of that time and therefore during the course of their employment in the District.
- d. A longevity will be established for employees with 18 years of credited service in the District. Effective July 1, 2018, the longevity shall be \$6,050. In addition, effective July 1, 2023, employees with 25 years of credited service in the District shall receive an additional longevity of \$6,000.
- e. In addition, effective July 1, 2023, the salary schedule shall be amended by deleting current steps 1, 2, and 3, renumbering the remaining steps 1-15, and creating a new step 16 by adding 3% to the old step 18. Unit members, with the exception of those unit members currently on step 18, step placements shall be adjusted by increasing two steps from their June 30, 2023 step placement. Unit members currently on step 18 will be placed on the new step 16 on July 1, 2023. The salary schedules reflected in Appendix "A" shall be increased as follows:

July 1, 2023	0%
July 1, 2024	2.5%
July 1, 2025	2.5%
July 1, 2026	3.0%
July 1, 2027	3.0%

Effective July 1, 2022, in the office of each Building Principal, the offices of the Athletics Department, Technology Department, Curriculum and Instruction, Pupil Personnel Services, 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 the right of first refusal should summer work for which they are qualified become available within the District. Minimum pay for such work shall be at either the employees own currently 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 their 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. Unit members may be required by the District to produce a doctor's note after five (5) consecutive sick leave day absences.

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 a vocation, 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 B, 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 their intention to resign or retire during the six months immediately preceding the effective date of such resignation or retirement except with the permission of their 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 their 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 employees immediate family, up to a maximum of five (5) days for any occurrence. As used in this section, "immediate family" shall be defined as the employee's spouse, child, parent, grandparent, sibling, grandchild, stepchild, stepparent, domestic partner, in law (parents, siblings, and grandparent) or any other member of the employees household for whom the employee is responsible. Relationship for bereavement shall be identified on the District form.

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 their 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 seven (7) accumulated vacation days for a period not to exceed one year.

e. Unit members shall be paid 100% of the value of their vacation accruals upon separation from service.

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) day 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 they are physically fit to resume their full responsibilities. Where applicable all such leaves shall be construed to meet the requirements of the Family Medical Leave Act.

b. Other Leave:

Upon application by an employee to the superintendent and upon their recommendation the Board may grant leaves without pay for a period not to exceed two years. The purpose of such leave may include, but it 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 employees 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 their Civil Service classification.

6.7 Additional Leave:

The superintendent at their discretion 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. Effective July 1, 2023, all bargaining unit members not currently participating in the sick bank shall become members of the sick bank and shall have a minimum of one day of sick leave deducted from their regular sick leave accumulation on October 1, 2023. Unit members shall be allowed to withdraw membership from the sick bank upon written notice to the RVF and the District no later than September 30 of each school year, or within thirty days of hire. Unit members who have opted out will be allowed to re-join the sick bank upon written notice to the RVF and the District and by contributing one sick leave day to the sick bank.

B. The administration of the Sick Leave Bank shall be handled by a joint Federation-District Board. The Sick Leave Board shall consist of six members, three to be appointed by the Federation and three to be appointed by the Superintendent. It shall submit a record of its deliberations and judgments for annual review to both the Federation and the Board. Sick bank days may only be granted when a majority of the Board (at least four (4) 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 or catastrophic injury that causes 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. Employees with more than five years of service in the District must have a minimum of 10 accumulated sick days at the onset of the catastrophic illness, injury or disability which led to the request for days from the sick bank.

3. Individuals must prove need to the Sick Leave Board by either a doctor's statement fully certifying that the illness/injury is catastrophic and requires hospitalization and or long term

recuperation or by presenting any other proof required by the Sick Bank Board. Any expense incurred by a unit member as a result of the Sick Bank Board's decision requesting "additional" proof beyond a doctor's statement, shall be paid by the District with the employee using their 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.

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

5. Once a unit member is granted a sick bank day, the unit member shall be ineligible from withdrawing from the sick bank membership in the future.

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.

E. Family Leave Day Donation:

To be eligible to receive a Family Leave Day Donation, the unit member shall be an active member of the Sick Bank as set forth in Article 6.8. Members of the clerical unit shall be permitted to contribute accumulated sick days to any unit member who has exhausted their sick leave so that members can use donated sick days to care for an immediate family member as defined in Article 6.3. Donated sick days shall not exceed twenty (20) days for the recipient, and ten (10) days for the donor. A unit member shall be eligible for this benefit for no more than two consecutive years. Contributed sick days shall not be carried over from one school year to the next, and may not be returned to the donor. The Sick Bank Board shall review all requests for such days, and shall require supporting medical documentation establishing that:

1. A member of the immediate family has suffered a catastrophic illness, injury or disability such as long term cancer treatment, heart attack, etc., and which normally require hospitalization or long term recuperation, and/or

2. A unit member has experienced the birth or adoption of a child.

The Sick Bank Board shall have the authority to convert such sick days to family sick days. Once a unit member is granted a family leave day, the unit member shall be ineligible for withdrawing from sick bank membership in the future.

Article VII

Attendance and Work Schedule

7.1 A. An employee absent from their duties shall make every reasonable effort to notify the designee of the building principal or other appropriate supervisor by 6:30 a.m. on the date of such absence.

B. The regular work day for the 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 (1/2) 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). Ten (10) month employees shall follow the teachers' work year (including recess periods). If the Calendar Committee chooses to use an emergency closing day as an additional holiday within the school calendar, the clerical unit of the RVF shall not be required to work that day.

Summer Hours:

7.4 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-months' notice to the unit member. Each employee's workday shall be shortened by thirty (30) minutes from their yearly workday time. It is understood and agreed that during such time period, clerical employee's shall continue to receive their one hour duty free lunch period (inclusive of any coffee break times). In exchange for having Monday or Friday 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 Unit members who work more than seven hours in one day or thirty-five hours in any one week shall be paid at time and one half their hourly rate. The seven hour day and thirty five hour

week is exclusive of the unit member's one hour duty free lunch. 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. Overtime shall be submitted bi-weekly for approval by the unit member's supervisor.

7.6 Working Conditions:

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

7.7 Security of Buildings:

Clerical employees of this unit shall not be responsible for securing a building. Clerical employees shall not be required to remain alone in a building. Technology Specialists may 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 Employee Contributions shall be as follows for the individual or family premium under the OU Health Plan or any other District-sponsored health plan. Employee contributions may 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 in the OU Health Plan.

Employee contributions will be as follows:

July 1, 2023-2024	13%
July 1, 2024-2025	13%
July 1, 2025-2026	13%
July 1, 2026-2027	13%
July 1, 2027-2028	13%

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

The District shall offer family health insurance coverage to domestic partners to the extent that such domestic partner meets the eligibility requirements of the plan chosen by the employee. The premium contributions by the District and by the employee shall be as set forth in Article 8.1.

8.2 Should the District select an 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, 2011, the contribution by the District to the Benefit Trust Fund shall be \$1450 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, the employee may be remunerated for their 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 \$15,000 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.

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 their performance of duties in the District may use their 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 their duties within the scope of their 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 their duties within the scope of their 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 or their designee.

12.4 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 them and to testify and call witnesses on their 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 fifteen (15) 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 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.

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 their 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 they have 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 within ten calendar days and such answer shall be reviewed by their supervisor and the Superintendent and attached to the file copy of the material.

Article XVII

Miscellaneous Provisions

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.

17.7 Authenticator Application

a. The District agrees not to use any authenticator application to track an employee's location or to access personal data on their personal device in any way.

b. The RVF agrees to use the authenticator application. Any RVF member that chooses not to use the authenticator application agrees to use an alternate style authenticator provided by the District.

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, 2023 and shall continue in effect through June 30, 2028.

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 16th day of May 2023.

RONDOUT VALLEY FEDERATION OF
TEACHERS & SCHOOL
RELATED PROFESSIONALS



RVF President



Unit Representative

RONDOUT VALLEY CENTRAL
SCHOOL DISTRICT



President, Board of Education



Superintendent of Schools

APPENDIX A

SECRETARIAL

SALARY

SCHEDULE

	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
A1	\$33,910	\$34,758	\$35,627	\$36,695	\$37,796
A2	\$35,729	\$36,622	\$37,538	\$38,664	\$39,824
A3	\$37,545	\$38,484	\$39,446	\$40,629	\$41,848
A4	\$39,365	\$40,349	\$41,358	\$42,599	\$43,877
A5	\$41,180	\$42,210	\$43,265	\$44,563	\$45,900
A6	\$42,997	\$44,072	\$45,174	\$46,529	\$47,925
A7	\$44,815	\$45,935	\$47,084	\$48,496	\$49,951
A8	\$46,632	\$47,798	\$48,993	\$50,463	\$51,976
A9	\$48,447	\$49,658	\$50,900	\$52,427	\$53,999
A10	\$50,265	\$51,522	\$52,810	\$54,394	\$56,026
A11	\$52,082	\$53,384	\$54,719	\$56,360	\$58,051
A12	\$53,827	\$55,173	\$56,552	\$58,249	\$59,996
A13	\$55,574	\$56,963	\$58,387	\$60,139	\$61,943
A14	\$56,119	\$57,522	\$58,960	\$60,729	\$62,551
A15	\$57,803	\$59,248	\$60,729	\$62,551	\$64,428
A16	\$59,537	\$61,026	\$62,551	\$64,428	\$66,361

Longevity at 18 years of credited service \$6,050
Longevity at 25 years of credited service ADD \$6,000

	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
B1	\$35,650	\$36,541	\$37,455	\$38,578	\$39,736
B2	\$37,468	\$38,405	\$39,365	\$40,546	\$41,762
B3	\$39,285	\$40,267	\$41,274	\$42,512	\$43,787
B4	\$41,101	\$42,129	\$43,182	\$44,477	\$45,812
B5	\$42,921	\$43,994	\$45,094	\$46,447	\$47,840
B6	\$44,737	\$45,855	\$47,002	\$48,412	\$49,864
B7	\$46,554	\$47,718	\$48,911	\$50,378	\$51,889
B8	\$48,371	\$49,580	\$50,820	\$52,344	\$53,915
B9	\$50,187	\$51,442	\$52,728	\$54,310	\$55,939
B10	\$52,005	\$53,305	\$54,638	\$56,277	\$57,965
B11	\$53,822	\$55,168	\$56,547	\$58,243	\$59,990
B12	\$55,567	\$56,956	\$58,380	\$60,131	\$61,935
B13	\$57,313	\$58,746	\$60,214	\$62,021	\$63,882
B14	\$57,875	\$59,322	\$60,805	\$62,629	\$64,508
B15	\$59,611	\$61,101	\$62,629	\$64,508	\$66,443
B16	\$61,399	\$62,934	\$64,508	\$66,443	\$68,436

Longevity at 18 years of credited service \$6,050
Longevity at 25 years of credited service ADD \$6,000

	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
C1	\$37,389	\$38,324	\$39,282	\$40,460	\$41,674
C2	\$39,207	\$40,187	\$41,192	\$42,428	\$43,700
C3	\$41,024	\$42,050	\$43,101	\$44,394	\$45,726
C4	\$42,841	\$43,912	\$45,010	\$46,360	\$47,751
C5	\$44,660	\$45,777	\$46,921	\$48,329	\$49,778
C6	\$46,476	\$47,638	\$48,829	\$50,294	\$51,803
C7	\$48,294	\$49,501	\$50,739	\$52,261	\$53,829
C8	\$50,110	\$51,363	\$52,647	\$54,226	\$55,853
C9	\$51,926	\$53,224	\$54,555	\$56,191	\$57,877
C10	\$53,745	\$55,089	\$56,466	\$58,160	\$59,905
C11	\$55,561	\$56,950	\$58,374	\$60,125	\$61,929
C12	\$57,306	\$58,739	\$60,207	\$62,013	\$63,874
C13	\$59,050	\$60,526	\$62,039	\$63,901	\$65,818
C14	\$59,629	\$61,120	\$62,648	\$64,527	\$66,463
C15	\$61,418	\$62,953	\$64,527	\$66,463	\$68,457
C16	\$63,261	\$64,842	\$66,463	\$68,457	\$70,511

Longevity at 18 years of credited service \$6,050

Longevity at 25 years of credited service ADD \$6,000

	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
T1	\$61,261	\$62,793	\$64,362	\$66,293	\$68,282
T2	\$62,171	\$63,725	\$65,318	\$67,278	\$69,296
T3	\$63,079	\$64,656	\$66,272	\$68,261	\$70,308
T4	\$63,988	\$65,588	\$67,227	\$69,244	\$71,322
T5	\$64,897	\$66,519	\$68,182	\$70,228	\$72,335
T6	\$65,805	\$67,450	\$69,136	\$71,210	\$73,347
T7	\$66,714	\$68,382	\$70,091	\$72,194	\$74,360
T8	\$67,622	\$69,313	\$71,045	\$73,177	\$75,372
T9	\$68,531	\$70,244	\$72,000	\$74,160	\$76,385
T10	\$69,439	\$71,175	\$72,954	\$75,143	\$77,397
T11	\$70,347	\$72,106	\$73,908	\$76,126	\$78,409
T12	\$71,221	\$73,002	\$74,827	\$77,071	\$79,384
T13	\$72,092	\$73,894	\$75,742	\$78,014	\$80,354
T14	\$72,799	\$74,619	\$76,484	\$78,779	\$81,142
T15	\$74,983	\$76,858	\$78,779	\$81,142	\$83,577
T16	\$77,232	\$79,163	\$81,142	\$83,577	\$86,084

Longevity at 18 years of credited service \$6,050

Longevity at 25 years of credited service ADD \$6,000

APPENDIX B

RONDOUT VALLEY CENTRAL SCHOOL DISTRICT

REQUEST FOR LEAVE

NAME _____ DATE _____

SCHOOL _____ BARGAINING UNIT _____

LEAVE
CATEGORY _____ DATE(S) REQUESTED _____

If the leave category is "personal", please indicate whether religious, legal, medical, other (specify), or without pay (not charged against any particular leave credits).

REASON(S)
FOR
REQUEST _____

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 - Yellow - Principal's Copy -Pink - Superintendent's Copy