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#### **Contract Database Metadata Elements**

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Union: **Delhi Supervisors Association**

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# **AGREEMENT**

*Between The*

**DELHI SUPERVISORS' ASSOCIATION**

*And The*

**DELHI CENTRAL SCHOOL DISTRICT**

**July 1, 2010 to June 30, 2013**

Employees covered: 4

## **ARTICLE I - RECOGNITION**

The Delhi Central School District Board of Education (the "Board") recognizes the Delhi Supervisors Association (the "Association") as the exclusive bargaining agent and representative for all Supervisors in the Delhi Central School District (the "District") to include the following titles: Food Services Supervisor, Superintendent of Buildings and Grounds, Transportation Supervisor and Network Telecommunications Specialist.

## **ARTICLE II – INCLUSIVE CLAUSE**

This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written amendment to this agreement

## **ARTICLE III – SAVINGS CLAUSE**

If any provision of the 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 will continue in full force and effect.

## **ARTICLE IV – NEW AND MODIFIED POSITIONS**

A.

1. The hiring of all school personnel shall be the responsibility of the Superintendent of Schools in conformance with the law.
2. Recruiting and hiring of supervisors shall continue to be a cooperative effort between the Superintendent and the Association. All supervisor vacancies shall be publicized and posted in the main office of each building at least fifteen (15) work days before the vacancy is filled. Further, the President of the Association shall receive copies of all vacancy notices at least fifteen (15) work days before the vacancy is filled.
3. All qualified candidates within the Association shall be permitted to file a written application within the time limits specified and may be interviewed for the position before the position is filled. The Superintendent shall have the right to fill vacancies on an interim basis pending receipt of all applications during the fifteen (15) day period.

B. The Association President will be notified of any newly created supervisory positions. The Association may advise the district of its desire to represent the new positions. The Association will have the right to assist in the study and to make recommendations to the district for the placement of a position within a category classification. Once the district has accepted the position, positions placed within the unit will be governed by the terms of this agreement. Positions represented by the association modified during the contractual period will remain with the unit and will continue to be represented for the duration of this contract.

## **ARTICLE V – NEGOTIATION PROCEDURES**

- A. Negotiations for a successor agreement will commence upon written request of either party. Such request to be made in the final year of the Agreement, not earlier than six (6) months prior to the expiration of the Agreement, except by mutual consent. The parties will then establish a mutually agreeable meeting date following such request.
- B. At the initial meeting, the parties will exchange proposals in writing in the language desired by the presenting party. Either party will be able to introduce new proposals at the second meeting, but after this meeting, no new proposals will be submitted by either party without mutual consent of both parties. This shall not, however, prohibit or restrain counter proposals from either party on the issues in negotiation.
- C. Neither party in any negotiations shall have any control over the selection of the representatives of the other party. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals, and reach compromise in the course of negotiations, subject, however, to final ratification of the Association and the Board of Education.

## **ARTICLE VI – GRIEVANCE PROCEDURE**

- A. Purpose  
It is the desired objective of the parties to encourage the prompt and informal resolution of complaints in relation to the provisions of this agreement as they arise and to provide recourse for orderly procedure for the satisfaction of such grievances.
- B. Definitions
  1. "Grievance" as used in this Agreement is limited to an alleged violation of the terms and conditions of employment within the provisions of this Agreement.
  2. "Days" shall mean days on which school is in session.
  3. "Association" shall mean the Delaware Academy and Central School Supervisors Association.
- C. Procedure  
**Level One:** The aggrieved association member shall orally present his/her grievance to the Association President who shall orally discuss the grievance with the aggrieved member. The association member and the Association President shall upon initial consultation determine whether the grievance should be presented to the Superintendent of Schools within five business days from the date in which the aggrieved learned of the potential problem or grievance.

**Level Two:** Within ten days from the receipt of a level one request, the superintendent of schools shall orally and informally discuss the grievance with the aggrieved and the association president. If the grievance is not satisfactorily resolved, the superintendent will render in writing, his/her determination of the matter to the aggrieved member within the ten-day period.

**Level Three:** The aggrieved association member may, within five school days of receipt of the notice of determination by the Superintendent of Schools make a written request to the Board of Education for review and determination. All written documents pertaining to the case will be submitted to the BOE president within this time frame. The BOE will offer the grievant and or his/her representative an opportunity to meet with the BOE to discuss the matter in executive session at the next regularly scheduled meeting. The BOE will submit a written decision to the grievant within five days from the date the meeting with the BOE occurred.

**Level Four:** After receiving written notification from the BOE the grievant may submit the grievance to binding arbitration within fifteen school days from the level three decision. Within ten schools days after such written notice of submission to binding arbitration, the BOE and the Association will agree upon a mutually acceptable arbitrator from PERB competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve.

The arbitrators' decision will be in writing and will set forth his/her findings, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions, which require the commission of an act prohibited by law or which violates the terms of this agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to or detract from the provisions of the agreement. The costs for the services of the arbitrator including expenses if any will be borne equally by the BOE and the association.

## **ARTICLE VII – MISCELLANEOUS**

### **A. Travel**

Supervisors will be reimbursed as per district conference and travel policy. School car should be used if available.

### **B. Emergency Closings**

On days when the district is closed to students due to emergency conditions, the Supervisors are expected to report to the district as soon as conditions permit.

### **C. Jury Duty**

If an Association member is required to serve on a jury, or is subpoenaed to appear as witness in a legal proceeding not initiated by the member, his/her immediate family, or the Association, the supervisor will receive his/her regular pay for the period of time actually required by such legal proceeding. In addition, reasonable travel time will be allowed.

Any stipend paid the Supervisor for this purpose, minus travel/mileage expenses paid, will be turned over to and become property of the District.

## **ARTICLE VIII – HOLIDAYS, VACATION DAYS AND DISCRETIONARY DAYS**

### **A. Holidays**

Supervisors will receive 15 paid holidays each year as designated for the district by the Superintendent.

### **B. Vacation Days**

Each Supervisor will be granted twenty (20) days of vacation each year, accumulative to thirty (30) days. Any days in excess of thirty (30) will be converted to discretionary days. Vacation days will be credited on July 1. For a new Supervisor vacation leave will be prorated for the first fiscal year from the date of employment. A maximum of ten (10) days are reimbursable if not used and are payable at the termination of each school year. In the event of resignation from the district prior to September 1 or termination from the district, accrued personal and vacation days shall be prorated at five per month credited to the resigning Supervisor and converted to cash value equivalent based on the rate of compensation of the supervisor at the time of separation from the district and is payable within thirty (30) days after resignation in a lump sum payment not to exceed 20 days.

### **C. Discretionary Days**

Supervisors will receive sixteen (16) discretionary days annually, accumulation not to exceed 260 days. Discretionary days take effect from the date of employment. Discretionary days will be granted in lieu of sick leave days and personal days. Discretionary days can be used for personal illness, serious illness in the immediate family. The term "immediate family" is defined as spouse, children, father, mother, grandparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law or for personal business. There will be no debit against Discretionary days because of absence due to an injury covered under the Workers' Compensation Law, except what is required.

## **ARTICLE IX – LEAVES**

### **A. Child Rearing Leave**

Child Rearing days may be granted to Supervisors without pay for a period up to one year. Permission for such leave must receive board approval. Insurance coverage will continue at full cost to the employee during this time. No experience credit for service, accumulation of sick leave or other compensation will be granted for the period of the parental leave. All benefits to which a Supervisor was entitled at the time the leave of absence commenced, including unused Discretionary leave, will be returned to the Supervisor upon return from the leave. The Supervisor will be assigned to the same or similar position which was held at the time said leave commenced.

### **B. Bereavement Leave**

Each unit member will be allowed up to five (5) days a school year for death in the immediate family. The term "immediate family" is defined as spouse, children, father, mother, grandparents, brother, sister, mother-in-law, father-in-law brother-in-law, sister-in-law. If additional days are needed, the member will be allowed to use his/her Discretionary days. The Superintendent may at his/her discretion expand the definition of the term "immediate family" as use in "discretionary days"

### **C. Unpaid Leave**

A leave of absence without pay of up to six (6) months may be granted to any Supervisor. While absent for such leave, the supervisor will not gain seniority, and upon his or her return to the district service may be granted the salary, accrued leave time, and benefits which he or she had prior to taking the leave. The decision to grant or deny the request for a leave of absence will be at the sole discretion of the Board.

## **ARTICLE X – INSURANCE**

### **A. Health Insurance**

1. The Delaware Academy and Central School District will pay eighty-five percent (85%) of the individual's cost of health insurance and eighty-five percent (85%) of the family coverage cost of health insurance under CASEBP. Effective July 1, 2007, the Plan offered will be CASEBP Plan L.
2. The District may select the Health Insurance Plan so long as no benefit under the present plan is diminished.
3. When and if the current legislation (S-2800, A-4731) expires or is replaced, any changes in Health Insurance Benefits to current employees or retirees must be negotiated.
4. A drug card will be provided. Effective July 1, 2007, drug card co-payments will be ten dollars (\$10) for generic drugs, fifteen dollars (\$15) for legend and no co-payment for mail order.
5. Health insurance options for Supervisors will be a family plan, individual coverage, or the following health insurance buyout: When both spouses are employed by the District, they will have the option of one family plan, or two individual plans.

B. Dental Insurance

Will commence on the first day of the month following employment. Supervisors are guaranteed a Dental Plan comparable to the CASEBP Mid-Level plan. This replaces the current Blue Shield Plan A-Basic and Supplemental Basic plus Periodontics and Prosthetics. Effective July 1, 2010 the district agrees to pay \$175.00 toward an individual plan premium and \$450 toward a family plan premium. Subsequent to that date, the district's annual contribution will increase at a percentage that is equal to that of the CASEBP dental premium's total increase for each year thereafter.

C. Vision Insurance

The district will reimburse for the cost of eye exams, glasses (lenses and frames), contacts and Lasik surgery up to \$200.00 bi-annually. Such costs cannot be reimbursed through any other health vision plan. Reimbursable costs can be for the unit member or a covered dependent. Covered dependent is defined as a dependent eligible for coverage under the District's health insurance plan (the dependent need not be on the health plan, only eligible). Claims must be submitted within 30 days of the end of the July 1 through June 30 plan year (July 30<sup>th</sup>). That is, by July 30<sup>th</sup> of the next plan year. Members will be informed quarterly of all balances.

D. Health Insurance Buy-Out

1. All eligible supervisors shall have the option of dropping the Health Insurance Plan provided by the District and will receive \$2,500 annually. For supervisors who receive coverage through a spouse who is also employed by the District, such payment will be \$1,553.
2. All new supervisors who meet the criteria and who elect not to take the Health Insurance Plan will also be eligible for said payment.
3. Notification for requesting this option must be given in writing and proof of alternate coverage must be provided to the Superintendent/designee.
4. Payment will be issued in the last pay period in June, or upon the supervisor's separation from the District. The payment shall be pro-rated if less than a full year of employment.
5. If a supervisor wishes to change his/her option, written notice must be given to the Superintendent/designee by April 30<sup>th</sup>, regardless of the date of hire, and said change will be effective as of July 1<sup>st</sup> of the succeeding fiscal year.
6. A supervisor who loses coverage under a spouse's insurance will, upon proof of said loss to the Superintendent/designee, be allowed re-entry into the Insurance program. Re-entry will be as soon as possible within the rules of the carrier. The payment will be on a pro-rated basis if re-entry is in the same year the plan was dropped. The supervisor will be assessed the appropriate share of premium for the remainder of the period of coverage.



E. Indemnity Clause

The district shall provide reimbursement for or replacement of personal property damaged and/or destroyed while the Supervisor is acting in the capacity of a School District Supervisor. The Supervisor's coverage would be used first to cover the loss.

F. IRS 125 Flexible Spending Plan

The district will maintain an IRC 125 Cafeteria Plan for health and daycare related expenses with plan administrative fee to be absorbed by the district.

**ARTICLE XI – PROFESSIONAL DEVELOPMENT**

- A. Conferences: Supervisors are encouraged to attend professional workshops and conferences. Supervisors may, with advance approval of the Superintendent, attend workshops, seminars, conferences or other activities designed for improvement. Supervisors are encouraged to be active members or officers of their respective association. All reasonable expenses incurred will be paid by the district.
- B. Professional Dues: The district will pay for Supervisor dues for those who elect to participate in up to one (1) professional organization of their choice, that are relevant to their assigned responsibilities.

**ARTICLE XII – COMPENSATION**

A. Salary

**Effective July 1, 2010 – June 30, 2011**, the salaries for each member of the unit shall be increased by **3.00%**.

**Effective July 1, 2011 – June 30, 2012**, the salaries for each member of the unit shall be increased by **\$1476**.

**Effective July 1, 2012 – June 30, 2013**, the salaries for each member of the unit shall be increased by **3.00%**.

B. Longevity

Each Supervisor meeting the criteria will receive longevity increments as specified. Any Supervisor, who has completed (5) five years of service to the District, will receive a one time retroactive stipend based upon their present service to the District. Supervisors will receive the longevity increment payment as soon as they meet the following requirement:

At the completion of:

5 years to the District	\$750
10 years to the District	\$1500
15 years to the District	\$2000
20 years to the District	\$2500
25 years to the District	\$3000

Longevity payments will be added to the base salary on the anniversary date of the qualifying year and the adjusted salary will be in effect within thirty (30) days.

## **ARTICLE XIII – RETIREMENT**

### **A. Retirement Incentive**

Supervisors with at least twelve (12) years of full time service to the district (in any capacity) are eligible for a retirement incentive as follows: Employee must be eligible to retire under the NYSTRS or NYSERS. Notice of retirement must be given six (6) months prior to the effective date of retirement.

The incentive will be calculated as per diem pay for each accumulated discretionary days at the time of retirement up to but not to exceed \$25,000. Incentive payments will be deposited in the members' non-elective 403(b) within Thirty (30) days of the effective date of retirement.

### **B. Retirement Health Insurance**

Supervisor must have a minimum of twelve (12) years of full time service to the district (in any capacity) to receive health insurance into retirement and shall qualify for the same health and dental insurance program coverage benefits provided while they were employed. The District will contribute sixty five (65) percent of the annual premium for both family and individual coverage until age sixty five (65). Retirement health insurance is for current members only and will not be available for future hires.

### **C. Non-elective Employer 403(b) contribution:**

1. The District agrees to make a non-elective employer contribution for those members of the Association, with an effective retirement date of July 1 or later, and who avail themselves the District's negotiated retirement incentive and/or payment for accumulated leave days.
2. The contribution will be placed into a 403(b) program of the unit members choosing, subject to any restrictions that the 403(b) program provider may place on said non-elective employer contributions. The contribution amounts for the retirement incentive and accumulated leave days are spelled out in the collective bargaining agreement.
3. The District will remit the contribution within thirty (30) days, following the retirement date.
4. The contribution shall be subject to the contribution limits as outlined in the Internal Revenue Code.
5. For purposes of Tier 1 members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the New York State Employees' Retirement System.

In the event that the contribution exceeds acceptable contribution limits, the employer agrees:

- To pay any excess over the limits as compensation to the employee in the year of retirement if such employee has a NYSERS membership date prior to June 17, 1971, or,
- If the employee has a NYSERS membership date subsequent to June 16, 1971, to remit any remainder of the year(s) following retirement, to the 403(b) program in accordance with the maximum amount permissible under the Internal Revenue Code.

## **ARTICLE XIV – EVALUATIONS**

- A. A goal-setting conference between each Unit Member and the Superintendent and/or their designee shall be held annually. The first such conference shall address goals and objectives for the year, to be submitted in writing by each administrator prior to September 1<sup>st</sup>. A second conference will be held prior to February 1<sup>st</sup> to discuss progress and possible adjustments to the goals if necessary. A final conference shall be evaluative in nature, with said evaluation to include, but not be restricted to, the Superintendent's or designee's response to the stated goals and objectives. The evaluative conference shall take place prior to June 30<sup>th</sup> of said year.
- B. Written evaluations shall be signed by the Unit Member and their Evaluator. Both parties recognize that the Unit Member's signature does not necessarily indicate agreement with the report. The Unit Member shall have the right to submit to the Evaluator a signed written response to the annual evaluation report within thirty (30) days of the conference date. This response will be attached to the evaluation report and placed on file in the Unit Member's personnel file.
- C. If any Unit Member receives a less than satisfactory evaluation and/or a "Counseling Memo" regarding the performance of their duties, they will be afforded the opportunity to meet with their immediate supervisor and/or the Superintendent of Schools to discuss the implementation of an improvement plan. A Unit Member will be given (1) one year to fulfill the improvement plan. If the improvement plan is successfully fulfilled, it will be reflected in the next evaluation.

## **ARTICLE XV – PERSONNEL FOLDERS**

Official Supervisor files shall be maintained under the following conditions:

Criticisms or complaints shall be communicated with the Supervisor promptly after they become known to the Superintendent or Board of Education individually or collectively. No material critical of an Supervisor shall be placed in the file unless the Supervisor shall first have an opportunity to read the material. The Supervisor shall acknowledge that he/she has read such material by affixing his/her signature to the file copy within five school days or the item will be included in the file with a note of the failure of the Supervisor to affix his/her signature. The signature shall indicate that the Supervisor has read the material to be filed and shall not necessarily indicate agreement with the Supervisor shall have the right to respond within thirty (30) calendar days to any material filed, and the response shall be attached to the file copy.

Upon request of the Supervisor, he/she shall set up an appointment and be permitted to examine the contents of his/her file. The examination shall be made in the presence of the person responsible for safekeeping the file. Privileged or confidential information relating to an Supervisor's past employment or schooling should not be subject to such examination. Access to Supervisor personnel files will be limited to Superintendent, Board of Education, counsel for the district, and the employee in question.


No anonymous materials will be included in the Supervisors' personnel folder.

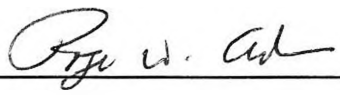
**ARTICLE XVI – DURATION OF AGREEMENT**

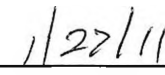
- A. The parties agree that all negotiable items have been presented at the table and have been discussed during the negotiations leading to this Agreement. The parties, therefore, agree negotiations will not be reopened on any item, whether or not contained herein, during the term of this Agreement, unless by mutual consent.
- B. The provisions of this Agreement shall be effective as of July 1, 2010 and shall remain in full force and effect until a successor Agreement is negotiated between the parties and agreed to in writing.

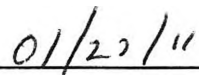
FOR THE ASSOCIATION

FOR THE DISTRICT

  
\_\_\_\_\_  
Bill Bartlett  
President  
Delhi Supervisors Association

  
\_\_\_\_\_  
Roger Adams  
Interim Superintendent of Schools  
Delhi Central School District

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

