

**AGREEMENT**

**BETWEEN THE**

**ARLINGTON CENTRAL SCHOOL DISTRICT**

**AND THE**

**ARLINGTON DIRECTORS/SUPERVISORS ASSOCIATION**

**July 1, 2022 - June 30, 2025**

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**ARTICLE I**  
**PREAMBLE**

In order to effectuate the provisions of Chapter 392 of the laws of 1967 (The Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Arlington Central School District Board of Education (hereinafter referred to as the "Board") and its professional personnel represented by the Arlington Directors/Supervisors Association (hereinafter referred to as the "Association"), and to enable the professional personnel to participate more fully in, and contribute to, the development of policies for the school district so the cause of public education may best be served in the Arlington Central School District, this agreement is made effective on the first day of July, 2022 by and between the Board and the Association.

**ARTICLE II**  
**RECOGNITION**

- A. The Board of the Arlington Central School District has recognized the Arlington Directors/Supervisors Association as the exclusive representative of the following Civil Service titles as listed in Article III.
- B. Such recognition shall extend for the period allowed by the Civil Service law.

**ARTICLE III**  
**UNIT**

This agreement governs the wages, salaries, hours, terms and conditions of employment of all employees in the negotiating unit defined as:

**Title and Grouping**

Adult Education Coordinator - Other	Infrastructure Manager – Technology
Assistant Director of Food Service - Director	Infrastructure Systems Specialist - Technology
Assistant Director of School Facilities and Operations - Director	Instructional Technology Specialist - Technology
Assistant Director of Transportation - Director	Microcomputer Network Support Specialist – Technology
Audio-Visual Aide Clerk – Other	Purchasing Agent – Director
Coordinator of Computer Technology and Training – Director	School Facilities and Operations Records Specialist - Other
Director of Fiscal Operations – Director	School Transportation Safety Coordinator- Other
Director of School Lunch - Director	Senior Cook Manager - Other
Director of Facilities - Director	Supervising School Monitor- Other
Director of Transportation - Director	Supervisor of Plumbing and Heating - Other
Head Building Maintenance Mechanic - Other	Tax Collector* – Other
Head Bus Driver - Other	Transportation Head Mechanic – Other
Head Groundskeeper - Other	Treasurer* – Director
Head Maintenance Worker - Other	

*\* Salaries are annually approved by the Board of Education*

**ARTICLE IV**  
**LEAVES**

**A. PERSONAL BUSINESS LEAVE**

Two (2) Personal business leave days shall be available to each unit member each year upon application to the Superintendent or the Superintendent's designee. Except for emergencies, application for personal business leave shall be made as far in advance as reasonably possible and ordinarily no later than five (5) business days prior to the commencement of the leave. Personal business leave shall be used for purposes that cannot reasonably be accomplished during non-working days. Additional days, if needed, may be granted upon approval by the Superintendent or the Superintendent's designee. Unused personal business days shall be carried over to the next year as part of the member's sick day accumulation.

**B. SICK LEAVE**

Members of the Association employed on a twelve (12) month basis shall be granted eighteen (18) days of sick leave effective July 1 of each year, with unlimited accumulation. Members employed on a ten (10) month basis will be granted fifteen (15) days of sick leave effective July 1 of each year, with unlimited accumulation. Members whose employment is effective at a time other than July 1 will be granted a prorated number of days of sick leave effective on the first date of employment.

Sick Leave Liquidation upon Retirement: Unit members who retire from the district will be paid for their accumulated sick days beyond sixty-five (65) days, times the 1/240 per diem rate for 12 month employees and 1/200 per diem rate for 10 month employees, of the final salary up to, and according to the following schedule:

Category	2022/23	2023/24	2024/25
Directors & Assistant Directors	\$32,500	\$32,500	\$32,500
Others & Technology	\$20,000	\$20,000	\$20,000

The payment for accumulated sick days will be paid in the form of an employer non-elective contribution into a Section 403(b) tax sheltered annuity administered directly by a vendor on the approved district list.

Notice of Retirement: Members electing to retire shall provide a letter of intent to the Office of Human Resources six (6) months prior to the intended retirement date.

**C. SICK LEAVE BANK**

Members of the Association will participate in the Arlington Non-Unit Sick Leave Bank as described in the Non-Unit Sick Leave Bank guidelines dated December 7, 1992. Effective July 1, 2010 all members of the Association who have completed one year of service as of October 1, and who have 15 days of accumulated sick leave shall be deemed members of the Non-Unit Sick Leave Bank.

**D. EXTENDED LEAVE**

Leave beyond accumulated sick leave at full pay for up to two (2) years in duration may be granted for restoration of health at the discretion of the Superintendent and Board.

**E. PROFESSIONAL LEAVE**

Any member of the Association who serves as a delegate or an officer in one of his/her professional associations shall be granted leave with pay as is necessary in order to discharge the obligations as the delegate or officer.

**F. JURY DUTY**

Members of the Association who are required to serve on jury duty shall be granted additional personal business days, as needed, at full pay to fulfill their civic duty.

**G. BEREAVEMENT LEAVE**

Five (5) bereavement leave days will be granted to an employee who suffers a death in the immediate family. Immediate family shall be spouse, child, parent, parent-in-law, sibling, sibling-in-law, grandparent, and grandchild. Bereavement leave for others will be granted only for the time necessary to attend the funeral. This leave shall not exceed more than one (1) day of travel if time is required.

**H. CHILD REARING LEAVE**

Child-rearing leave shall apply equally for the birth of an infant or for the adoption of a child. Upon written application a child-rearing leave without pay shall be granted for a period not to exceed one (1) year. Such leave may be extended by the District upon request. Members requesting such leave shall give reasonable notice, ninety (90) days, to the district prior to the commencement of such leave. This notice shall include tentative commencement and termination of leave dates.

Upon return from leave, the unit member shall advance on the salary schedule if the unit member has received pay for at least one-half (1/2) of the year in which the leave was taken. (The school year is comprised of 240 days for twelve month members and 200 days for 10 month members.)

**ARTICLE V**  
**PROFESSIONAL DEVELOPMENT**

It is the intent of the District and the Association to encourage members of the Association to develop a personal professional development plan for the purpose of enhancing one's knowledge and skills in the members chosen profession. The District and the Association also encourage members of the Association to assume leadership roles in local, regional, state and national professional associations. The District will provide financial support to members of the Association in the implementation of their professional development plan.

- A. Directors and Others will receive \$250.00 for professional dues towards membership to SAANYs. All unit members will receive \$300.00 for professional dues to other organizations approved by the Superintendent and reimbursement for conferences as approved by the Superintendent.

Any professional licensure required to maintain one's position will be paid by the District not to exceed a cost of \$1,000 per year. Additional licensure requests will be reviewed, and if appropriate, attendance for training will be approved by the Superintendent at no additional cost to the employee.

- B. Upon prior approval by the Superintendent after consultation with the Assistant Superintendent for Business, non-credit workshops and courses shall be reimbursed up to a maximum of \$100. No courses will be approved that are not directly related to the improvement or efficiency of the person in the job the employee holds.
- C. Directors or supervisors who supervise more than eight (8) employees will participate in three (3) hours of mandated training on a yearly basis. Topics for the professional learning will be determined by the District. The annual training will be organized by the District at the District's expense.

#### **ARTICLE VI**

#### **TRAVEL AND OTHER EXPENSES**

Reasonable expenses incurred in connection with school or job related activities or meetings shall be reimbursable when attendance at such activities or meetings has been approved by the Superintendent or his/her designee. Mileage expenses shall be paid at the rate permitted by IRS regulations, and shall be submitted at least quarterly during the year for payment.

#### **ARTICLE VII**

#### **HEALTH INSURANCE**

- A. As of July 1, 2022, the District shall provide members with health insurance via the Dutchess Educational Health Insurance Consortium, (DEHIC). Unit members may opt to elect health insurance coverage provided per District Plan (Healthy Advantage) or HMO (EPO 20). The District is encouraging each ADSA member to elect to enroll in the EPO 20 plan.

Members will contribute the following amount to health insurance premiums:

	2022/23	2023/24	2024/25
EPO 20	11%	11%	11%
Healthy Advantage	11% plus	11% plus	11% plus

The rate "11% plus" listed above is calculated as follows: Take the full Healthy Advantage premium and subtract the full EPO 20 premium and then add to that 11% of the EPO 20 premium to arrive at the ADSA member contribution amount.

Exception: ADSA members that are enrolled in Healthy Advantage as of June 30, 2022 and wish to remain in that coverage will be grandfathered. Their premium contribution will be 13.5% of the Healthy Advantage premium. Any member electing to enroll in Healthy Advantage after July 1, 2022 will be required to contribute at the "11% plus" rate described above.

- B. On or before May 1 of each school year, members who are eligible for health insurance benefits shall inform the Assistant Superintendent for Business of their decision to opt out of the District's health insurance plan effective July 1. The employee shall receive a total payment of \$2,500 payable in two installments (December and June). This value will be prorated if the employee leaves prior to June 30 of the same school year.
- C. Upon retirement from the District to receive benefits from the New York State Retirement System, with a minimum of ten (10) years of continuous service to the District, the employee shall be provided with health and dental coverage at no cost to the employee. For family coverage in retirement, the District pays 35% of the premium cost, and the member pays 65% of the premium from his/her unused accumulated sick leave. Effective July 1, 2018, new hires who retire from the District to receive benefits from the New York State Retirement System, with a minimum of fifteen (15) years of continuous service to the District, the employee shall be provided with health and dental coverage. For family coverage in retirement, the District pays 35% of the premium cost, and the member pays 65% of the premium from his/her unused accumulated sick leave.
- D. The District shall continue to reimburse for retirees the Medicare, Part B deduction on a quarterly basis.

#### **ARTICLE VIII** **LIFE INSURANCE**

The District shall provide a \$50,000 Life Insurance and a \$50,000 Accidental Death and Dismemberment insurance policy fully funded by the District. Individual members who desire to purchase more insurance at the group rate (beyond the total of \$50,000 specified above) may do so at their own expense.

The District reserves the right to change the insurance carrier and it is understood that the premium cost for supplemental insurance is subject to change by the insurance carrier.

**ARTICLE IX**  
**WELFARE TRUST**

Effective July 1, 2022 the District shall contribute to the District Welfare Trust the amount according to the following schedule:

	2022/23	2023/24	2024/25
District Welfare Trust Limit per Employee per Year	\$2,100	\$2,100	\$2,100

Up to \$1,000 of the current total rate may be used towards payment of the health care contribution for individuals who are accessing the District health insurance. This request must be received by December 1 of the current school year to be eligible for this benefit. The attached list (Appendix A) contains the approved items for reimbursement.

**ARTICLE X**  
**DENTAL TRUST**

The District shall maintain the self-funded non-unit Dental fund for each unit member as provided by Ameritas Life Insurance Corp of NY/Dental Policy #301518. The District reserves the right to change providers so long as the level of benefit meets or exceeds the above Policy limits.

**ARTICLE XI**  
**HOLIDAYS**

Effective July 1, 2010 all unit members shall receive sixteen (16) holidays per year in each year of the agreement pursuant to the annual school calendar.

**ARTICLE XII**  
**VACATION**

A. Members employed on a twelve-month basis shall be granted vacation days useable as of July 1 or date of hire of each contract year according to the following schedule.

<b><u>Directors, Coordinators &amp; Assistant Directors</u></b>	<b><u>All Others &amp; Technology</u></b>
Year(s) 1 - 3 .....15 days Years 4 - 10.....20 days Years 11+.....25 days	<b>12 Month Employees</b> Year(s) 1 - 3 ..... 10 days Years 4 - 8 ..... 15 days Years 9 - 13 ..... 18 days Years 14 - 18 ..... 20 days Years 19+ ..... 25 days
<b>10 Month Employees</b> Year(s) 1 - 4 ..... 8 days Years 5+.....12 days Non-Directors on a ten-month basis shall receive vacation days useable as of September 1 of each contract year.	



- B. Vacation may be accumulated by all members of the Association to a maximum of ninety (90) days.
- C. At the time of retirement from the District, unused accumulated vacation time up to ninety (90) days will be paid in the form of an employer non-elective contribution into a Section 403(b) tax sheltered annuity administered directly by a vendor on the district's approved list.
- D. At the time of separation for reasons other than retirement, unused accumulated vacation time up to sixty (60) days shall be converted to cash. At the time of death any unused accumulated vacation time up to sixty (60) days shall be paid to the estate of the employee.
- E. Upon notice to the District by November 1<sup>st</sup> of each year, unit members may liquidate up to seven (7) vacation days (the days are not subject to carryover).

### ARTICLE XIII SALARY

- A. In each year of the contract, each member's salary shall be increased as follows:

	2022/23	2023/24	2024/25
Percentage Salary Increase	4.50%	4.25%	4.0%

- B. Longevity: The unit member will be eligible to receive a \$1,000 cumulative longevity after the completion of 5, 10, 15, 20, 25 and 30 years of continuous service to the District. Such longevity shall become part of the unit member's base salary starting on July 1 following the longevity year of service. This longevity will not be part of the base salary when calculating yearly salary increases.
- C. Out of Title Compensation: Assistant Directors or Supervisors who perform interim work in a promotional-type position shall receive 40% salary increase to their base salary for time worked as approved by the Superintendent. This provision shall not apply in the case of vacation or leaves of short-term duration (i.e., less than twenty work days).
- D. Pay Period: The District has the right to pay unit members on the 15th and 30th of each month regardless of the day of the week. If the 15<sup>th</sup> or 30<sup>th</sup> lands on a holiday, the payment shall be made the day before.
- E. Direct Deposit: Employees will be paid by direct deposit into the employee's designated bank(s).
- F. Electronic Notification: Paystubs will be sent electronically to each unit member's district email address or an email address provided by the employee. The District shall mail the

unit member's W-2 federal tax forms and any other notifications regarding salary to their email and mailed to their last known address on file in the District Office. An employee may request a copy of his or her paystub and this shall be mailed to the employee's last known address on file in the District Office.

#### **ARTICLE XIV** **UNIT MEMBER PROTECTION**

The district shall provide legal counsel to defend any member of the Association in any act or proceeding, whether judicial, quasi-judicial, or administrative arising out of any action taken against a subordinate, or other District personnel resulting from any member's discharge and/or performance of his or her duties within the course and scope of his or her employment; provided, however, that the Board shall not be required to comply with the requirement hereof unless such Director, Assistant Director, Supervisor or other member of the Association shall within ten (10) days of the time he/she is served with any summons, complaint, process, notice, citation, demand or pleading, delivers the original copy of same to the District.

#### **ARTICLE XV** **GRIEVANCE PROCEDURE**

- A. A grievance is a claimed violation, misinterpretation, or inequitable application of the terms and conditions of this agreement.
- B. Grievances shall be initiated in writing within twenty (20) (working) days of the date on which the act grieved occurred. Summer grievances within thirty (30) calendar days. A copy of all grievances shall be sent to the Superintendent.
- C. All grievances shall be processed through the Association, which shall have the exclusive right to process a grievance. All grievances shall contain the names of the individual(s) affected.
- D. The Association and the District shall attempt to resolve all grievances within thirty (30) calendar days of the original written submission. This may be done either on an informal or formal basis.
- E. The Assistant Superintendent for Business or his/her designee shall respond in writing to the grievance within ten (10) working days and if denied, state the reasons for the denial of the grievance.
- F. Should the matter not be resolved in "E" above, the Association shall have twenty (20) working days from the date of the receipt of the Assistant Superintendent's or his/her designee's response, to submit the grievance to the Superintendent of Schools.
- G. The Superintendent of Schools or his/her designee shall respond in writing to the grievance within ten (10) working days and if denied, state the reasons for the denial of the grievance.
- H. Should the matter not be resolved in "E" above, the Association shall have twenty (20) working days from the date of the receipt of the Assistant Superintendent's or his/her designee's response, to submit the grievance to binding arbitration.
  - 1. The parties shall then attempt to select a mutually agreed upon arbitrator. If they fail, the matter shall be referred to arbitration under the voluntary Labor Arbitration Rules of the American Arbitration Association.

2. The Arbitrator's decision will be accepted by both parties as final and binding.
3. The costs of the arbitration shall be divided equally between the District and the Association.

**ARTICLE XVI**  
**CONFORMITY WITH LAW AND PRACTICE**

**Section 1 – Management Rights**

Without limitation upon the exercise of any of its statutory powers or responsibilities, the Board of Education shall have the right to exercise all normally accepted management prerogatives, including the right to fix operating and personnel schedules, impose layoffs, determine workloads, arrange transfers, order new work assignments, and issue any other directive intended to carry out its managerial responsibility to conduct the business of the Board of Education safely, efficiently and economically.

**Section 2 – Severability**

If any provision 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 and applications shall continue in full force or effect.

**Section 3 – SECTION 204-a AMENDMENT TO THE TAYLOR LAW**

**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.**

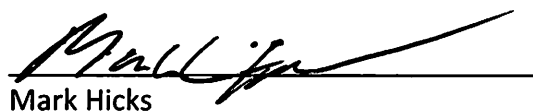
This agreement shall be effective as of July 1, 2022 and shall continue in effect through June 30, 2025.

In witness whereof, this agreement has been signed by the duly authorized officers of the respective parties.

Dated: 8/17/2022

FOR THE UNION

FOR THE DISTRICT



Mark Hicks  
President, A.D.S.A.



Dr. David Moyer  
Superintendent of Schools

**ARLINGTON DIRECTORS' AND SUPERVISORS' ASSOCIATION  
WELFARE TRUST BENEFIT FUND**

**APPENDIX A**

The following is a sample list of eligible medical or vision expenses that may be used for  
reimbursements from your Welfare Trust Account:

*(see IRS Publication 502 for complete list of eligible Medical and Dental Expenses)*

Abortion	Lactation Expenses
Acupuncture	Lead-Based Paint Removal
Alcoholism	Learning Disability
Ambulance	Legal Fees
Annual Physical Examination	Lifetime Care - Advance Payments
Artificial Limb	Lodging
Artificial Teeth	Long-term Care
Bandages	Meals
Birth Control Pills	Medical Conferences
Body Scan	Medical Information Plan
Braille Books and Magazines	Medicines
Breast Pumps and Supplies	Nursing Home
Breast Reconstruction Surgery	Nursing Services
Capital Expenses	Operations
Car	Optometrist
Chiropractor	Organ Donors
Christian Science Practitioner	Osteopath
Contact Lenses and supplies	Oxygen
Co-pays and co-insurance	Physical Examination
Crutches	Pregnancy Test Kit
Dental Treatment	Prosthesis
Diagnostic Devices	Psychiatric Care
Disabled Dependent Care Expenses	Psychoanalysis
Drug Addiction	Psychologist
Drugs	Special Education
Eye Exam	Sterilization
Eyeglasses	Stop Smoking Programs
Eye Surgery	Surgery
Fertility Enhancement	Telephone
Founder's Fee	Television
Guide Dog or other service animal	Therapy
Health Institute	Transplants
Health Maintenance Organization (HMO)	Transportation
Hearing Aids	Trips
Home Care	Tuition
Home Improvements	Vasectomy
Hospital Services	Vision Correction Surgery
Insurance Premiums	Weight-Loss Program
Intellectually and Developmentally Disabled,	Wheelchair
Special Home for	Wig
Laboratory Fees	X-ray