

AGREEMENT

BETWEEN

THE SUPERINTENDENT OF SCHOOLS

EAST ROCHESTER UNION FREE SCHOOL DISTRICT

AND

THE EAST ROCHESTER ADMINISTRATORS ASSOCIATION

July 1, 2017 – June 30, 2021

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## **ARTICLE I – PREAMBLE**

In order to effectuate the provisions of the Public Employees Fair Employment Act of the State of New York (Civil Service Law, Article 14) and to encourage and increase the effective and harmonious working relationships between the Superintendent of Schools of the East Rochester Union Free School District in East Rochester, New York (hereinafter called the "School District" or "District") and its supervisory and Administrative employees (hereinafter called "Administrators") represented by the East Rochester Administrators Association (hereinafter called "Association"), the District and Association enter into this Agreement.

## **ARTICLE II - RECOGNITION**

1. The Board hereby recognizes the ERAA as the exclusive bargaining agent and representative for all administrative and supervisory personnel of the East Rochester Union Free School District except for the Superintendent of Schools and Assistant Superintendents, and managerial/confidential titles and their substitutes; and excluding acting, interim, per diem and long term substitutes.

The professional positions incorporated in such recognition include, but are not limited to, the following:

- a. Principals
- b. Assistant Principals
- c. Directors
- d. School Psychologists:

## **ARTICLE III - ASSOCIATION RIGHTS**

1. With prior approval of the building principal, the Association may have the use of school buildings without cost and at reasonable times for meetings.
2. The Association will be permitted to use school computers, copying machines or other duplicating machines, audio visual equipment and other equipment relating to the on-going business of the Association, providing that such equipment is not otherwise in use and that said equipment is utilized at reasonable times and on school property for legal Association activities. It is understood that in all matters relating to this use the Association will provide and indicate so, their own materials.
3. The District shall deduct from the salary of each Administrator who so authorizes in writing, dues for membership in any appropriate professional organization so designated by said member, and shall promptly transmit such deductions to the authorized organization or association.
4. The District shall pay for membership in non-union related professional organizations. Membership must be approved through purchasing process.
5. Electronic copies of this Agreement will be distributed to each member of the Association.

#### **Article IV - NEGOTIATION PROCEDURES**

1. Negotiations for a successor agreement shall be commenced at any time upon the request of either party. A mutually acceptable meeting date shall be set not more than fifteen (15) calendar days following such request, and such meeting will be held prior to December 1 except by mutual consent. A tentative list of items for negotiations shall be submitted in writing by each party during the first meeting.
2. Following the initial meeting, such additional meetings shall be held until the parties reach an Agreement, or until an impasse is reached.
3. If the parties cannot agree on a successor agreement, the parties will be governed by the provisions of applicable laws and regulations.

#### **ARTICLE V - RESPONSIBILITIES OF ADMINISTRATORS**

1. Each member covered by this Agreement shall perform the duties outlined for his/her position in the job descriptions which are included as part of the Board Policy Manual and as may be amended and/or revised by the Board.
2. Proposed changes in any job description will be made known to the ERAA prior to Board approval of those changes.

#### **ARTICLE VI - THE WORK YEAR AND THE WORK DAY**

##### **A. The Work Year**

All administrators shall work a twelve-month year. All administrators shall receive all official school holidays including those in accord with the Independence and Labor Day, and will also be entitled to twenty (20) days of paid vacation per year. Administrators who do not work during school recesses must be on pre-approved vacation. Effective July 2007, administrators with 10 years in an administrative unit position in the district will be entitled to twenty-two (22) days of paid vacation per year; with 15 years, twenty-three (23) days of paid vacation per year; and with 20 years, twenty-five (25) days of paid vacation per year.

Administrators shall be entitled to bank up to forty (40) vacation days. Administrators are encouraged to take at least twenty (20) days of vacation per year. Vacation days may be taken with prior approval of the Superintendent, provided, however, that the Superintendent can define "closed periods" during the school year during which vacation may not be taken. In the event that an Administrator leaves the employ of the district for any reason, he or she is entitled to receive an amount equal to the total number of unused vacation days, up to a maximum of forty (40) days, times his/her current per diem rate of pay (1/240th). This amount will be paid to the employee in a manner approved by the Superintendent of Schools.

**B. The Work Day**

1. It is recognized by both parties of this Agreement that, as a matter of principle, there can be no rigid time limits set upon an individual's performance when carrying out responsibilities assigned to his or her position. The nature of the Administrators role requires a commitment in time and energy above and beyond that which is required in general of other employees in the District.
2. Accordingly, the building Administrators are subject to performing all their duties and obligations, including those which are required by the District in order to meet responsibilities to the Administration, other staff members, parents and children. Consistent with the requirements established above, each individual shall retain his flexibility in determining specific hours of work.

**ARTICLE VII – SALARIES**

1. Effective July 1, 2017 and through June 30, 2021 (retroactively as applicable to actively employed administrators), all unit members will receive a wage increase on their salary as of July 1 of each contract year per the following schedule.

2017-2018	3.2
2018-2019	3.2
2019-2020	3.2
2020-2021	3.2

2. An annual \$1500 contribution to a non-elective tax sheltered annuity (TSA) of the employees choosing. Payment will be made by October 1.

**ARTICLE VIII – LEAVES**

**A. Sick Leave**

Each member shall be allowed sick leave without loss of salary for 12 days in the work year because of personal sickness or personal physical disability including pregnancy-related illness or disability. If the member does not utilize the full amount of sick leave allowed in any work year, the amount not so utilized shall be accumulated from year to year. These days shall be allowed to accumulate to 240 days. On the first day of each work year the member shall be credited with the amount of sick leave allowed for that year, which shall consist of all accumulated sick leave days plus an additional 12 days. The Board shall maintain an account of sick leave days accumulated by and allowed to each member and shall by September 1 of each work year inform the member in writing of the number of sick leave days credited to his account. Members shall be allowed to participate in the District's non-instructional sick leave bank.

B. Bereavement Leave

1. At the discretion of the Superintendent, bereavement leave shall consist of up to five (5) days for the death of a relative or other person and shall not be considered as part of the sick leave allowance.
2. The Superintendent may grant additional emergency, death, serious illness or funeral leave in circumstances which, in his judgment, are justified.

C. Jury Duty

The member shall be granted leave without loss of pay as may be necessary in order to perform jury duty. Such leave shall not be deducted from any other leave allowance. Any monies received for such duty, less expenses, shall be turned over to the District.

D. Judicial and Administrative Proceeding

When a member is required to appear in court, or before any other judicial or administrative agency, leave without loss of pay for such time as is necessary to appear shall be granted, providing that the appearance is connected with the professional duties and responsibilities of the Administrator. Each member shall be allowed leave without loss of pay for time required to appear in court or for appearance in any other judicial or administrative proceeding where such appearance is in response to a subpoena. Included as part of the leave time allowed under this sub-paragraph shall be the time required to travel to and from the place where the appearance is made. Leave allowed under this sub-paragraph shall not be charged against other leave provided by this Agreement.

E. Graduation and Awards

Each member shall be entitled to leave of one day without loss of pay to attend his own graduation or a ceremony at which he is the recipient of an award or special honor. Such leave day will not be charged against other leave allowed by this article.

F. Personal Leave

Each member shall be allowed three days of personal leave without loss of pay in each work year to attend to those personal matters which cannot be attended to at a time other than a normal work day.

G. Child Rearing Leave

Child rearing leave applies to leaves associated with child birth and adoption and must be commenced within two months of a birth or an adoption .A member shall be granted leave up to one year without loss of tenure rights or any other position-related right. Such leave shall be without pay for the purpose of this sub-paragraph, multiple

births/adoptions occurring as a single event shall be deemed to be a single birth/adoption. Child rearing leave for employees shall be considered a medical leave of absence. Accumulated sick leave and annual personal and compensatory time may be used at the option of the employee. Accumulated sick leave may be used in the case of adoption.

An employee requesting a child rearing leave shall submit a notice to the Superintendent stating the probable date the leave shall begin and end. Prior approval by the Superintendent is required.

The member may continue employment at all times during pregnancy provided, however, that the Board may require a physician's certification as to fitness for work. Following delivery a physician's certification as to fitness for work is required prior to returning to work.

H. Family Leave

In instances of severe illness in an Administrator's immediate family requiring his or her presence at home, the Administrator will be granted five days per year family leave which shall be deducted from accumulated sick leave. An additional ten days per year may be allowed at the discretion of the Superintendent and shall be deducted from accumulated sick leave.

I. Paid Leave

Any unit member may request a paid leave of absence to be granted only upon the recommendation of the Superintendent and the approval of the Board of Education.

**ARTICLE IX – BENEFITS**

A. Health Insurance

<b>Health Plan</b>	<b>Dental Plan</b>
District will pay 85% of Blue Point Value (or equivalent) premium cost for individual or family coverage	District will pay 100% of Blue Cross/Blue Shield Smile Saver Dental Plan for individual or family coverage

B. Health Insurance Opt-Out

Each year of this contract, unit members may decide NOT to participate in the District-provided Health Care Plan. In such instances, unit members must provide proof of insurance by July 1. Unit members who opt out of family coverage shall receive a \$3000 contribution to a non-elective tax sheltered annuity (TSA) account of the employee's choosing. Unit members who opt out of individual coverage shall receive a \$1500 contribution to a non-elective tax sheltered annuity (TSA) account of the employee's choosing. Payment will be made by October 1.

C. Health Reimbursement Account

Each year of this contract, the District will contribute \$1,900 to a Health Reimbursement Account for each Administrative employee covered under this contract.

The Plan Document shall be developed by the District in accordance with Internal Revenue Service regulations.

D. Income Protection

The District shall allocate \$1,250 per administrator per year to a total pool from which Administrators may be reimbursed for expenses for a life insurance or disability plan for all the members of the bargaining unit. The plan shall be selected by individual members.

E. Staff Development

Unit members will be eligible to receive tuition or registration fees or refunds for approved courses of study or training. Such work shall have the prior approval of the Superintendent of Schools. Tuition/registration fee reimbursement will be made upon successful completion of the course work. **MOA Written May 16, 2017 regarding Tuition Reimbursement.**

The District shall allocate a minimum of \$1,000 per year for each Administrator for the purpose of attending professional conferences and meetings, or enrolling in graduate courses related to their assigned responsibilities, upon written approval of the Superintendent.

When a unit member operates his/her own vehicle on District business, he/she may claim reimbursement at the Board approved mileage rate.

F. Benefits for Retirees

Eligibility: Any administrator who has reached age 55 and who retires from the ERUFSD

and meets the criteria of the New York State Retirement System shall receive the following benefits based on their years of service:

- a. An administrator with (10) or more years of full-time administrative service shall pay 15% of the total cost of the health and dental plans the administrator had in his/her last year of service prior to retirement.
- b. Regarding retirees, employees who retire with a family plan may continue the family plan into retirement at the levels specified in “a” above. The surviving spouse of a retiree will be allowed to continue in the group health insurance plan the administrator was enrolled in for a single plan or a family plan if they contribute 100% of the annual premium plus an administrative fee in accordance with the current COBRA administrative fee.
- c. An administrator with less than 10 years of full time administrative service may be allowed to continue in the health plan he/she was enrolled in their last year of service by contributing 100% of the annual premium plus an administrative fee in accordance with the current COBRA administrative fee.
- d. Upon the retiree (or the surviving spouse or administrator as outlined in section d above) reaching age 65 or upon becoming Medicare eligible, the health plan the retired administrator (or surviving spouse or administrator as outlined in section d above) is enrolled in will automatically be converted to a Senior or over 65 or Medicare Plan regardless of the name of the plan and at the levels specified in a and b above.

#### **ARTICLE X - CAREER AWARD**

- A. A career award of \$25,000 will be paid to any Administrator with a minimum of 10 years of service in East Rochester and who is eligible to retire with TRS or ERS and who retires from the district. An Administrator must provide written, irrevocable notice to the Superintendent of Schools, no later than January 5 of the school year the administrator intends to retire.
- B. For an administrator hired on or after July 1, 2013, a career award of \$21,500 will be paid to any Administrator with a minimum of 10 years of service in East Rochester and who is eligible to retire with TRS or ERS and who retires from the district. An Administrator must provide written, irrevocable notice to the Superintendent of Schools, no later than January 5 of the school year the administrator intends to retire.

#### **ARTICLE XI – VACANCIES**

When vacancies occur, Administrators will be so advised. Posting and hiring procedures for Administrative vacancies will be jointly determined between the District and ERAA leadership representatives. Final hiring recommendations to the Board of Education will be made by the Superintendent.

## **ARTICLE XII – EVALUATION**

A representative committee consisting of ERAA and District members will create an evaluation system for all members of the ERAA. Final processes and documents will be appendices to the Collective Bargaining agreement. After the first year of implementation, a representative committee will review the evaluation system for possible updates/improvements.

## **ARTICLE XII - GRIEVANCE PROCEDURE**

### **A. Definition**

1. "Grievance" is a claim by a member or group of members based upon any event or condition affecting their salaries, welfare and/or terms and conditions of employment, including but not limited to any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations, directions, orders, work rules, procedures, practices or customs of the Board and Administration during the term of this Agreement.
2. "Chief Executive Officer" means the Superintendent of Schools.
3. "Grievant" means any party names in a grievance who is an aggrieved party.
4. "Party in Interest" means any party named in grievance who is not the aggrieved party.
5. "Hearing Officer" means any individual or board charged with the duty of rendering decisions at any stage of the grievance procedure.

### **B. Procedures**

#### **Stage 1: Chief Executive Officer – Informal**

A member having a grievance will discuss it with the Chief Executive Officer either directly or through an ERAA representative with the objective of resolving the matter informally. The Chief Executive Officer will confer with all the parties in interest, but in arriving at his decision will not consider any material or statement offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present. If the member submits the grievance through a representative, the member may be present during the discussion of the grievance.

## Stage 2: Chief Executive Officer – Formal

If the grievance is not resolved informally, it may be reduced in writing and presented to the Chief Executive Officer. Within five (5) school days after the written grievance is presented to him, the Chief Executive Officer shall, without any further consultation with the aggrieved party, or any party in interest, render a decision thereon, in writing, and present it to the grievant.

## Stage 3: Board of Education

If either the grievant or ERAA is not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board within fifteen (15) school days after the Chief Executive Officer has given notice of such decision and has presented such decision to the grievant.

1. Within ten (10) school days after the receipt of an appeal, or at the next regularly scheduled Board meeting, whichever is later, the Board shall hold a hearing on the grievance. The hearing shall be conducted in executive session unless the grievant requests an open public hearing.
2. The Board shall render a decision and notice of such decision and a copy thereof shall be given within five (5) school days after the conclusion of the hearing. Notice of such decision and a copy thereof shall promptly be given to the grievant and the President of ERAA.

## Stage 4: Arbitration

1. After such hearing, if the ERAA is not satisfied with the decision of the Board rendered at Stage 3, the ERAA may submit the grievance to arbitration by written notice to the Board given within fifteen (15) school days after the Board shall have given notice of its decision to the grievant and ERAA.
2. Within fifteen (15) days after such written notice of submission to arbitration the Board and ERAA will agree upon a mutually acceptable arbitrator competent in the area of the grievance, according to the rules of the American Arbitration Association, and will obtain a commitment from said arbitrator to serve.
3. The arbitrator will hear the matter promptly and will issue the decision not later than thirty (30) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date when the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issue.
4. The arbitrator shall limit his decision to the application and interpretation of this Agreement, and to any remedy, if appropriate, which is not inconsistent with this Agreement and is not contrary to law. However, he shall be without power and authority to make any decision or recommendation pertaining to:
  - (a) Contrary to or inconsistent with, or modifying or varying in any way, the terms of

this Agreement or of applicable law or rules or regulations having the force and effect of law.

- (b) Involving Board discretion or Board policy under the provisions of this Agreement, except that he may decide in a particular case, involving Board discretion or policy, whether or not the Board applied such discretion or policy discriminatorily, i.e., in a manner unreasonably inconsistent with the general practice followed throughout the school system in similar circumstances.
  - (c) Limiting or interfering in any way with the powers, duties and responsibilities of the Board of Education under the applicable law, and rules and regulations having the force and effect of law.
- 5. The decision of the arbitrator shall be final and binding upon all parties.
  - 6. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and ERAA.

### C. Rules of Procedure

- 1. All grievances shall include the name and position of the grievant, the identity of the provision of law, this Agreement, policies, etc., involved in said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for accusing the said events or conditions, if known to the grievant and a general statement of the nature of the grievance and the redress sought by the grievant.
- 2. Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth the reasons therefore. Each decision when rendered shall forthwith be transmitted to the grievant, the parties in interest, if any, and the President of ERAA.
- 3. If a grievance affects a group of members and appears to be associated with system-wide policies, it may be submitted by ERAA directly at Stage 3, described above.
- 4. The preparation and processing of grievance, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of administrative duties and to avoid involvement of students in any phase of the grievance procedure.
- 5. The Board and ERAA agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the grievance.
- 6. Except as otherwise provided at Stage 1, the grievant and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against them and to call witnesses on their own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
- 7. No interference, coercion, strain, discrimination or reprisal of any kind will be taken by the Board or by any member of the Board or by any member of the Administration against the grievant, any party in interest, any representative or any other participant

- in the grievance procedure or any other person by reason of such grievance or participation therein.
8. Forms for filing grievances, serving notices, taking appeals and making reports and recommendations and other necessary documents may be developed and approved by both parties. The Chief Executive Officer will then have them duplicated and distributed as the parties agree so as to facilitate operation of the grievance procedure.
  9. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
  10. Nothing contained herein will be construed as limiting the right of any member having a grievance to discuss the matter informally with any appropriate member of the Administration and to have the grievance informally adjusted without intervention of ERAA, provided the adjustment is not inconsistent with the terms of this Agreement and ERAA has been given an opportunity to be present at such adjustment and to state its views on the grievance, or to be heard with respect thereto before such adjustment becomes final. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
  11. The grievant may choose whomever he wishes to represent him at any stage, except that such representative may not be an official of a competing employee organization.
  12. The Chief Executive Officer shall be responsible for accumulating and maintaining an Office Grievance Record of each grievance which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage I and all written decisions at all stages. Official minutes will be kept by a party agreeable to both sides at both proceedings at Stages 2 and 3. A copy of such minutes will be made available to the grievant and ERAA and within one week after the conclusion of each hearing at Stages 1 and 2. Either party shall advise the appropriate hearing officer in writing of any errors in said minutes. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and copying by the grievant, ERAA, and the Board, but shall not be deemed a public record.
  13. The existence of the procedure hereby established shall not be deemed to require any Administrator to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any member to pursue any other legal or appropriate remedies available in any other form.

#### D. Time Limits

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party shall be extended only by mutual agreement.

2. Every grievance will be deemed waived unless the grievance is presented in writing at the first stage within fifteen (15) school days after the member knew or should have known of the act or condition on which the grievance is based.
3. The time of any party to a grievance who is entitled to appeal from any decision rendered with respect thereto shall run from the date when notice is served on such party, regardless of whether such service is late or whether it has been duly served on any other party entitled to notice thereof.
4. Failure at any stage of the grievance procedure to communicate a decision to the grievant, his representatives and ERAA within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
5. In the event a grievance is filed on or after June 1, in any year, efforts will be made by both parties to resolve the grievance before the end of the school term or as soon thereafter as possible.

### **ARTICLE XIII - NO STRIKE PLEDGE**

- A. The Board and ERAA recognize that strikes and other forms of work stoppage are contrary to the law and public policy. The Board and ERAA therefore subscribe to the principle that the differences between them shall be resolved without interruption of the educational program in the District.
- B. ERAA affirms that it does not assert the right to strike, nor to assist or to participate in any strike, or to impose an obligation on its members to conduct, assist or participate in such a strike.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

SUPERINTENDENT OF SCHOOLS OF THE  
EAST ROCHESTER UNION FREE SCHOOL  
DISTRICT  
EAST ROCHESTER, NEW YORK  
BY \_\_\_\_\_  
SUPERINTENDENT

ASSOCIATION OF SCHOOL  
ADMINISTRATORS OF THE  
EAST ROCHESTER UNION FREE SCHOOL  
DISTRICT  
EAST ROCHESTER, NEW YORK  
BY \_\_\_\_\_  
PRESIDENT