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2005-2008

**AGREEMENT BETWEEN THE
SUPERINTENDENT OF THE
JORDAN-ELBRIDGE CENTRAL SCHOOL DISTRICT
AND THE
JORDAN-ELBRIDGE ADMINISTRATIVE GROUP**

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**ARTICLE I: AGREEMENT BETWEEN THE JORDAN-ELDRIDGE CENTRAL
SCHOOL DISTRICT AND THE JORDAN-ELDRIDGE
ADMINISTRATIVE GROUP**

The Jordan-Elbridge Board of Education recognizes the Jordan-Elbridge Administrative Group as the exclusive bargaining agent for Administrative Negotiating Unit. The Group shall include all Building Principals and Vice-Principals.

The Jordan-Elbridge Board of Education and the Jordan-Elbridge Administrative Group agree that the salaries of Administrators shall be addressed in Appendix A, which is attached hereto and made part of this Agreement.

ARTICLE II: PAYROLL

A. Payroll Deductions

The District shall provide payroll deductions for the following purposes:

1. Credit Union
2. United Way
3. Association and Union Dues
4. Tax Shelters (agreed upon mutually)

An administrator must submit to the District Office on approved forms a request for payroll deductions for any of the above items during the month of July in order to be included in the first payroll or during the month of January in order to be included in the first payroll in February of any school year. The District shall deduct beginning with the first payroll period after submission of the proper form, the amount as indicated on the form. The above dates will not apply to administrators hired after said dates. Those administrators will be allowed thirty (30) days from the *commencement of their employment* to authorize such deductions.

B. Other Deductions

1. **United Way**

An annual contribution to the United Way and Council of Onondaga County may be made through individual payroll deduction authorization in equal installments beginning the first paycheck in January and extending through the last paycheck in June.

The total annual contribution through payroll deduction shall be a minimum of \$10.00 and each payroll deduction shall be in multiples of \$1.00.

2. Contribution may be made through payroll deductions to a Credit Union in the same pattern as other deductions. Deductions for repayment of loans to the Credit Union may begin at any time.

ARTICLE III: ADMINISTRATIONS' PROTECTIONS

A. Administrations' Rights

The rights of Administrators to legal protection in legal actions brought against them as a result of discharge of their duties within the scope of their employment are covered under Section 3023, 3028 and 3811 of New York State Education Law.

ARTICLE IV: TEACHERS EVALUATION

The following Annual Professional Performance Review plan was prepared for members of the Jordan-Elbridge School Community by teachers administrators and parent representation.

The process for evaluation follows:

- All teachers will submit the Instructional Teacher Evaluation form at the beginning of each school year. On this form, tenured teachers will indicate preferred method of evaluation and areas to be evaluated.
- Based upon the options that are chosen, teachers will then be provided with an Explanation/Intention worksheet for Option 1 or Option 2, or a suggested time frame for Observation for Option 3. These forms shall be completed and returned to the building administrator by October 1 of school year.
- The pre-observation form will be submitted for all observations and a follow-up post-observation conference will occur.
- All projects for Option 1 or Option 2 shall be submitted prior to June 1st for review. A timely meeting with building administrator shall be scheduled to conference about results.
- All non-tenured teachers will be evaluated through observation and portfolio.
- Documentation of evaluations will be recorded on forms (one form for each of the areas is provided) using rubric.

- In each teacher folder (paper or electronic) the administrator will document cumulatively on the Three-Year Evaluation Summary Form, which areas have been observed and when, and any comments related to evaluation. Space for written feedback from both administrator and teacher is provided.
- Administrators will conference with teachers who are in need of improvement or recommendations. Specific professional development plans will be recommended as needed for individual teachers.

ARTICLE V: VACANCIES, PROMOTIONS AND TRANSFERS

When administratively possible, the Superintendent shall inform the members of the staff of promotional openings, vacancies and possible transfer positions which occur during the school year.

ARTICLE VI: SICK LEAVE

A. Individual Sick Leave

Administrators will be allowed one day sick leave per month of service on account of personal illness without loss of pay. Their annual allotment will be credited to their sick leave record on the first day of the school year on which they begin work. If not used, these days may accumulate to 230 days of sick leave.

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from are, for all job-related purposes, temporary disabilities and will be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment practices involving matters such as duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges. Reinstatement and payment under any health or temporary disability insurance or sick leave plan formal or informal shall be applied to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.

B. Leave on Account of Sickness in Family

Administrators will be allowed up to five days of absence per year without loss of pay on account of serious illness in the immediate family (immediate family being defined as: son or daughter, husband or wife, mother, father, sister, brother or person occupying the position of parent.) Days of absence for sickness in the immediate family shall be deductible from the administrators accumulated days of sick leave.

C. Payment for Unused Sick Leave

Upon retirement from the District, Unit Members will be paid for their total accumulated sick leave minus fifty (50) days, at the rate of twenty-five dollars (\$25.00) per day. Unit Members who elect to take the separation incentive described in Article XIV are not eligible to receive payment for accumulated sick leave.

ARTICLE VII: TEMPORARY LEAVES OF ABSENCE

A. Leave on Account of Death in Family

Administrators will be allowed five days of absence per year without loss of pay on account of death in the immediate family. Immediate family in this case being defined as husband, wife, mother, father, guardian, son, daughter, sister, brother, grandparent, grandchild, and in-laws in each of the above categories.

Administrators will be allowed one day to attend the funeral for any of the members of the extended family. The extended family in this case being aunt, uncle, niece, nephew, cousin and in-laws in each of the above categories.

Days of absence for death in the family shall not be deductible from administrators accumulated days of sick leave.

When more than one death occurs in the immediate family within a one-year period, the Board of Education may allow leave without loss of pay, upon request.

Additional leaves without loss of pay for extenuating circumstances relating to the death in the immediate family may also be granted by the Board of Education upon request.

B. Leave Allowable for Court Attendance

If an administrator's presence is required in Court on a regular school day, the administrator shall be excused for the period demanded by the Court without loss of pay. These days of absence are not to be deducted from the administrator's accumulated days of sick leave. Any compensation received for such Court service shall be paid to the School District. Expense allowances received in connection with Court service shall not be construed as compensation.

Proof of the necessity of Court attendance shall be furnished the Board of Education through the Superintendent.

C. Leave Allowable for Quarantine

There shall be no loss of pay for absence of an employee for reasons of quarantine not due to the administrator's personal illness. The number of days allowed for quarantine absence shall be the extent of said quarantine and these days are not to be deducted from the employee's sick leave.

D. Vacations and Holidays

Administrators (12 months)

1. **Vacation:** Each unit member shall be granted 20 vacation days per year, effective July 1 of each year. With the approval of the Superintendent, up to one week (a total of five days) of vacation may be taken during the school year. Vacation requests must be filed with the Superintendent at least two weeks prior to the date(s) requested.
2. **Carry Over:** Administrators may carry over a maximum of ten (10) unused vacation days; the total not to exceed thirty (30) vacation days in any given year. In addition, reimbursement of up to five (5) unused vacation days will be given at the individual administrator's per diem salary rate provided that administrators will not take a vacation in June, when children are in attendance, without the permission of the Superintendent.
3. **Holidays:** If school is not in session, administrators shall be entitled to the following holidays:

Labor Day	1	Christmas	4	Midwinter	2
Columbus Day	1	New Years	1	Memorial Day	1
Veteran's Day	1	Martin Luther	1	*July 4 th	1
Thanksgiving	2-3	Easter	4		

* In addition, when Memorial Day and July 4th fall on Tuesday or Thursday, administrators shall be entitled to the preceding Monday or the following Friday, as the case may be providing school is not in session.

- A. Administrators will be allowed up to two days absence for personal leave in addition to the regularly allotted sick leave without financial loss.

Requests for personal leave shall be made on special absence forms and are to be submitted to the immediate supervisor. Whenever possible, requests should be made a week in advance. Administrators are to use their discretion in the use of these personal days; no reason for their use need be given. It is understood that these days will not be used for extending a vacation or holiday period.

Any request for leave of absence in excess of the two herein provided shall be evaluated by the Superintendent with action by the Board of Education at the next regular meeting of the Board.

At the end of each school year, any unused personal days shall be added to the administrator's cumulative sick leave total.

A. Leave Allowable for Military Service**Civil Service Employees**

Under Section 242-243 of the Military Law, Civil Service employees ordered into active military service, without their consent, or volunteering, are entitled to military leaves of absence for the duration of such military duty. An administrator on such a leave is entitled to reinstatement to the position provided application for such reinstatement is made within ninety (90) days after the termination of military duty. Reinstatement will be at the discretion of the Board following a request for such reinstatement within one year after the termination of military duty.

Administrators

Under Military Law, Section 243, administrators (whether serving on probation or tenure or under a contract) are entitled to leaves of absence while engaged in the performance of military duty and must be reinstated after the termination of such military duty, provided application is made for reinstatement within ninety (90) days after termination of such military duty or any time during terminal leave. Administrators may also be reinstated within one year at the discretion of the Board of Education.

Section 243 of the Military Law now defines the term "military duty" to exclude voluntary service in excess of four years performed after July 1, 1965; or the total of any voluntary service, additional or otherwise, in excess of four years performed after that day, except where such voluntary service is performed during a period of war or national emergency declared by the President.

Administrators absent on military duty are also entitled to participate in the retirement system by personally paying the amount which they would have contributed to the retirement system had their employment been continuous. Such payments may be made any time while in military service or within five years after the administrator has returned to his/her position.

A. Leave Allowable for Military Service cont.

Upon termination of the military service and reinstatement in the position as above stated, an administrator is entitled to the same rate of salary and rights and privileges with reference to promotion, transfer, reinstatement or continuance in office, as would have been enjoyed had continuous employment been in effect. An administrator who enters military service while on probation is entitled to credit for the period of military service as satisfactory probationary service. If the end of the probationary service occurs while the administrator is in military service, however, this does not have the effect of placing the administrator on tenure.

If the position occupied by an administrator is abolished prior to the termination of military duty, the administrator's name will be placed on a preferred eligible list and be appointed to the first vacancy in the same or a similar position in the school district.

As above indicated, the law does not provide for the mandatory payment of any salary during the period of absence for persons inducted into the armed forces under the selective service law. Such persons are entitled, however, to all the other benefits enumerated above. (Law Pamphlet II - State Education Department).

Members of Organized Militia or Reserve Force

Any administrator who is a member of an organized militia or reserve force is entitled to a leave for the duration of ordered military duty. The administrator is also entitled to receive salary for a period of up to (30) days. (Military Law, Section 242).

Service Before End of Probationary Period

In any case where an administrator, as defined in Section 3101 of the Education Law enters military duty before the expiration of the probationary period to which the employee may have heretofore been appointed, the time absent on military duty shall be credited as satisfactory service during such probationary period.

If the end of such probationary service occurs while the administrator is on military duty or within one year following the termination of such military duty, the period of such probationary service may be extended by the local Board of Education for a period of not to exceed one year from the date of termination of such military duty, but in no event for a period of probationary service in the actual performance of services, exclusive of such military service, beyond that required by the school district at the time of entry into military service. (Section 243, Military Law)

B. Parental Leave

An administrator requesting parental leave shall notify the Superintendent in writing as soon as the decision to make this request has been made. The letter shall include the length of leave being sought as well as the probable date of its commencement.

The parental leave will be granted for not more than the balance of the school year in which the administrator starts this leave, plus any part of an additional school year. Reasonable notice will be given by the administrator of the date of intended return.

It is understood that administrators shall not be excluded from employment because of pregnancy; the District will not establish an arbitrary date for termination of parental leave; and the District will permit a pregnant administrator to continue working as long as physically able to perform the duties of the position.

ARTICLE X: PROFESSIONAL IMPROVEMENT

A. Sabbatical Leave

Administrators may request a leave of absence for professional improvement from the Board of Education. The request will specify a particular program of study or travel and must be submitted to the Board of Education no later than March 15 of the year preceding the requested leave. The Board of Education will then act on all requests and notify the administrator of their decision before April 15.

Such leave will be granted for one year at not less than one-half pay or may be for one-half year at full pay. The administrator must be fully certified and have at least seven years of service in the school system. The administrator must agree to return to the School District for a minimum of three years or reimburse the District during the leave of absence.

There will be no loss of accumulated sick leave, step on the salary schedule, or other fringe benefits in effect at the time leave is granted. No more than one member of the administrative staff shall be granted sabbatical leave in any one school year.

ARTICLE X: PROFESSIONAL IMPROVEMENT cont.

B. Leave Allowable for Attendance by Administrators at Conferences, Professional Meetings, etc.

On the approval of the Superintendent, administrators may be allowed leave to attend one-day conferences, professional meetings and "visiting days" without loss of pay. Such day of absence is not deductible from the administrator's accumulated days of sick leave. For conferences in excess of one school day, written request must be made to the Board of Education. Requests should be made at least one month in advance of the requested absence.

A. Health Insurance

The Board of Education agrees to assume the total cost (100%), less a \$300 annual contribution by Unit Members, for individuals. The Board of Education agrees to assume 85% of dependent costs. The terms, conditions and benefits of the health insurance program shall be the same as the plan provided to the teaching employees of the District, pursuant to the JETA contract. In addition, in accordance with State regulations, and the requirements hereof, the Board of Education will continue to pay the full costs of this plan for former administrators legally retired from the District.

Beginning July 1, 1984, the district will no longer provide the prescription drug card as a benefit.

In order to be eligible for health insurance upon retirement, the administrator must have been employed in the negotiating unit on a continuous basis for eight (8) years or more immediately preceding the effective date of retirement and have participated in the health insurance program as a member of the negotiating unit on a continuous basis for one (1) year or more immediately preceding the effective date of retirement.

If an active unit member chooses to decline health insurance coverage, the District will pay that unit member a stipend of \$500.00 annually. The active unit member may re-enroll in the health insurance plan at any time, with a refund to the District if necessary, of any over-payment. The active unit member must submit proof annually of health insurance coverage from another source other than the District to receive this stipend.

A. Leave Allowable on Account of Injury in the Performance of Duty

Absence due to injury incurred in the performance of duty shall be allowed as follows:

1. During the first year of service, absence shall be allowed up to one month. If workmen's compensation applies, School District will receive benefits while continuing to pay salary of employee for one month. Thereafter, administrators will receive only workmen's compensation benefits.
2. After more than one year of service, absence shall be allowed up to six months. If workmen's compensation applies, School District will receive benefits while continuing to pay salary of the administrator for six months. Thereafter, the administrator will receive only workmen's compensation benefits.
3. The Board of Education may at its discretion increase the amount of absence on this account.
4. These days of absence are not to be deducted from the administrator's accumulated days of sick leave.

ARTICLE XIII: RETIREMENT INCENTIVE**A. Eligibility for Incentive**

1. Must be a current full-time employee and Active Unit Member.
2. At least eight (8) years continuous service in the district immediately preceding retirement with undiminished benefits under the New York Teachers' Retirement System.
3. Must be eligible to retire with undiminished benefits under the New York Teachers' Retirement System.
4. Irrevocable letter of resignation no less than six (6) months prior to effective date.
5. Separation must take place no later than twelve (12) months after the Unit Member first becomes eligible to retire with undiminished benefits under the New York Teachers' Retirement System. In the event the unit member becomes eligible to retire with undiminished benefits under the NYSTRS, but does not have eight (8) years of continuous service in the District, this benefit will become available upon completion of eight (8) years of service as an administrator in the District.
6. Any Unit Member may waive the benefit.

B. Payment

1. The Unit Member will receive 50% of final year's salary if separation takes place prior to July 1 of the year he/she first becomes eligible for retirement without reduced benefit under the NYS Teachers Retirement System (or by Article XIII No. 5 – Eligibility for Incentive) and 40% of final year's salary if separation takes place after July 1, but before February 1 of the following school year. No stipend will be paid if separation occurs after February 1st of the following year.
2. A Unit Member who currently meets the eligibility requirements on the date this Agreement is ratified will receive 50% of final year's salary if separation occurs not later than January 31, 2006.
3. The Unit Member may elect to have this stipend paid immediately after the effective date of separation or, alternatively, to have fifty percent (50%) of the stipend paid at that time and the remaining fifty percent (50%) paid immediately after January 1, of the following calendar year. As used in this paragraph, "immediately" means within thirty (30) days.

ARTICLE XIV: BENEFITS MENU

- A. Effective July 1, 2005, each Unit Member will receive one thousand nine hundred and eighty dollars (1,980.00) annually to be applied, by the Unit Member's choice, under the following guidelines:
 1. At least eight hundred dollars (\$800.00) per Unit Member must be allocated to one or more professional development activities such as graduate study, conference attendance, professional memberships (including SAANYS membership), or other activities approved by the Superintendent.
 2. Each Unit Member can annually apply the balance, to one or more of the following benefits, at the Unit Member's choice:
 - a. District health/ dental insurance premiums;
 - b. Disability insurance premiums;
 - c. Vision care insurance premiums;
 - d. Whole or term life insurance policy premiums;
 - e. Long term care insurance premiums.

3. Benefits Menu items can be expanded at anytime by mutual agreement between the District and the Association.
- B. Effective July 1, 2006, the dollar amount of each Unit Member's Benefits Menu will be increased by 4%.
- C. Effective July 1, 2007, the dollar amount of each Unit Member's Benefits Menu will be increased by 4%.

ARTICLE XV: NEGOTIATIONS PROCEDURE

Section 1: The employer shall enter into negotiations with each representative organization which has been recognized by the employer in accordance with procedures under Article 14 of the Civil Service Law, within 30 days subsequent to the date of such recognition, or at such later date as may be mutually agreed upon between the employer and the representative organization, for the purpose of negotiating a written agreement in respect of the terms and conditions of employment of the employees of the unit represented by such organization and the settlement of their grievances.

Section 2: Every negotiated agreement resulting from negotiations held pursuant to Section 1 of these procedures shall be dated and signed by the employer, in the same manner as other contracts on behalf of the administrators are executed and shall be signed for the representative organization by the authorized officers of such organization. The negotiated agreement shall specify the date on which such agreement shall take effect and the date when the same shall expire, provided, however, that the agreement may provide that the provisions thereof relating to the terms and conditions of employment for administrators covered thereunder shall remain in full force and effect after the expiration date established in the agreement and until a new or different negotiated agreement has been entered into between the employer and the recognized administrators organization representing the administrators of the negotiating unit, but not for more than six months subsequent to the expiration date established in the negotiated agreement.

Section 3: Each negotiated agreement shall apply equally to all employees included within the negotiating unit and all benefits and obligations thereof shall extend to and bind each administrator without regard to whether or not he/she is a member in good standing of any administrative organization, provided, however, that nothing herein shall be construed to mean that the representative organization negotiating the agreement is required to furnish counselor assistance to any individual administrator who has filed a personal grievance, in the administration or prosecution of such grievance, nor shall any negotiated agreement require that any such administrator be represented by counsel, or that he/she accept assistance from the representative organization.

Section 4: Each negotiated agreement may include any or all terms and conditions of employment with respect to the administrators of the negotiating unit; and it may also include any procedures for the administration of grievances, provided that such procedures shall comply in all respects with the requirements of Article 16 of the General Municipal Law.

Section 5: Each negotiated agreement shall remain in full force and effect for the entire term specified in such agreement, not to exceed two years subsequent to the budget submission date next succeeding the effective date of such agreement, and no modification, alteration, or change in the provisions thereof shall be effective until or unless both the employer and the recognized administrative organization representing the administrators of the unit shall agree thereto in a written agreement made and executed in the same manner and to the same extent as the agreement to be so modified or changed was made and executed; provided, however, that nothing contained in these bylaws shall be construed to authorize the public officers or public employees of the School District to avoid, surrender, or delegate any duties or responsibilities imposed upon them by law nor to require any employee or employee organization to surrender any rights or privileges guaranteed to them by law.

Section 6: If the employer and the representative organization shall not have concluded an agreement at least 120 days prior to the end of the School District fiscal year, then either party shall request the Public Employees Relations Board to render such assistance as possible.

Section 7: Each negotiated agreement may provide for arbitration of any or all disputes arising between the employers and the representative organization in respect of the meaning or application of the terms and conditions of the agreement and to provide that such arbitration procedures must be pursued as a condition precedent to the commencing of any action by proceeding before the Public Employees Relations Board or in a court of competent jurisdiction for the construction of the negotiated agreement; provided, however, that nothing contained therein shall be construed to authorize such arbitrators to supply or delete provisions in such agreement.

B. Procedural Matters

1. In the event either party wishes to amend this agreement, notice must be given by December 1st of each year during the life of this agreement. Negotiations concerning such proposed amendments shall proceed in accordance with the procedures listed under Article XV A., "Negotiations of Written Agreements," which is a part of this agreement.
2. It is agreed that all items to be negotiated shall be submitted as a package at the first formal meeting of the negotiating teams by the authorized representatives of the Administrative Association.
3. It is further agreed that no single item to be negotiated will receive final agreement until the total package has been negotiated and is ready for final ratification by both parent bodies.
4. It is agreed that both parties shall exchange information and furnish each other, upon written request within a reasonable amount of time, fundamental information pertinent to the issue under consideration.
5. It is further agreed that the proceedings of negotiations prior to reaching agreement or impasse shall not be released for publication to the communication field unless such release has prior approval of both negotiating teams.
6. It is agreed that the final document as ratified by the Board and the group shall be reproduced at the expense of the School District and a copy made available to each administrator by the School District.

C. Conformity to Law

1. Saving Clause

The terms of this contract shall not apply in any case where it is inconsistent with constitutional, statutory, or other legal provisions. If any provision of this agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be modified forthwith by the parties hereto to the extent necessary to confirm thereto. In such case, all other provisions of this agreement shall remain in effect.

Under an amendment to the Taylor Law, passed in April 1969 by the Legislature, copies of Section 204-a must be furnished by June 1 (within 60 days after the effective date) to every public employee by the chief fiscal officer of each public employer.

A copy of the section also must be supplied to every new employee when he/she is hired. In addition, notice of this provision must be given by employee organizations to every member when written agreements come up for ratification, both in writing and verbally at the ratification meeting.

C. Conformity to Law cont.

2. Taylor Law Clause: Section 204-a

- (a) Any written agreement between a public employer and employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement:

“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.”

- (b) Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.
- (c) Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

Section 1 – Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its employees is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the Board) and its employees are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

Section 2 - Definitions

- 2.1 A Grievance shall mean any claimed violation, misinterpretation, misapplication, or inequitable application of the terms of this agreement.
- 2.2 The term Supervisor shall mean Superintendent of Schools or designee.
- 2.3 The Chief School Officer - Superintendent of Schools.
- 2.4 Association shall mean Jordan-Elbridge Administrative Association.
- 2.5 Aggrieved Party shall mean the administrator or group of administrators in the negotiating unit filing a grievance.
- 2.6 Employee shall mean a member of the negotiating unit.
- 2.7 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

Section 3 - Procedures

- 3.1 Except at the informal stage all grievances shall include the name and position of the aggrieved party, the identity of the provision of this agreement involved in the 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 causing the said events or conditions, if known to the aggrieved party, and a detailed statement of the nature of the grievance and the redress sought by the aggrieved party.

- 3.2 Except for the informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the employee and the Association.
- 3.3 If a grievance affects a group of employees or appears to the association to be associated with system-wide policies, it may be submitted by the Association directly at Stage 1B described below.
- 3.4 The preparation and processing of grievances shall be conducted during non-working hours of the employee(s) involved. All reasonable effort will be made to avoid interruption of work activity and to avoid involvement of students in any phase of the grievance procedure.
- 3.5 The Board of Education and the Association 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 alleged grievance.
- 3.6 Except as otherwise provided in Sections 5.1A and 5.1B, an aggrieved party shall have the right at all stages of a grievance to confront and cross examine all witnesses called against the aggrieved to testify and to call supporting witnesses and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
- 3.7 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any representative, any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- 3.8 Forms for filing grievances, serving notices, making appeals and making reports and recommendations, and other necessary documents, will be developed jointly by the Association and the Chief Executive Officer. The Chief Executive Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
- 3.9 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Section 3 – Procedures cont.

- 3.10 Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustments 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.
- 3.11 The grievant may select any representative at Stages 1, 2 and 3 of this procedure, except that such representative may not be a representative of a competing employee organization.
- 3.12 If any provisions of this grievance procedure or any application thereof to any employee or group of employees in the negotiating unit shall be finally determined by any court to be 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.
- 3.13 All parties involved in the grievance shall be responsible for accumulating and maintaining a Grievance Record 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 1A and all written decisions at all stages.
- 3.14 The existence of the procedure hereby established shall not be deemed to require any employee to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any employee to pursue any other remedies available in any other form.
- 3.15 A detailed outline delineating the line and staff chain of command affecting those who would use this grievance procedure will be attached to and made a part of this grievance procedure.
- 3.16 Any employee to whom Level 1 does not apply shall have immediate recourse to Level 2 of the grievance procedure.

Section 4 – Time Limits

- 4.1 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 may be extended only by mutual agreement.
- 4.2 No written grievance will be entertained as described below, and such grievance will be deemed waived, unless written grievance is forwarded at the first available stage within fifteen (15) school days after the employee knew or should have known of the act or condition on which the grievance is based.
- 4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
- 4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, the party's representatives and the Association 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.
- 4.5 In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits may be exhausted prior to the end of the school term or as soon thereafter as is possible.

Section 5 – Stages of Grievance

5.1 Stage 1: Chief Executive Officer

- a. An employee having a grievance will discuss it with the Superintendent of Schools or designee, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties. If the administrator submits the grievance through a representative, the administrator may be present during the discussion of the grievance.

ARTICLE XVI: GRIEVANCE PROCEDURE cont.

Section 5 – Stages of Grievance cont.

5.1 Stage 1: Chief Executive Officer cont.

- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Superintendent of Schools. No written grievance will be entertained as described herein, and such grievance will be deemed waived unless written grievance is forwarded at this first available stage within fifteen (15) school days after the administrator knew or should have known of the act or condition on which the grievance is based.
- c. Within five (5) school days after receipt of the appeal, the Chief Executive Officer, or a duly authorized representative, shall hold a hearing with the administrator, the administrator's representative and all other parties in interest.
- d. The Chief Executive Officer shall render a decision in writing to the administrator, the administrator's representative and the Association within five (5) school days after the conclusion of the hearing.

5.2 Stage 2: Arbitration

If the grievance is not adjusted satisfactorily at Stage 1, the aggrieved administrator and the Association may submit the grievance to arbitration by submitting a written notice to the Superintendent of Schools within seven (7) school days of the Stage 3 determination.

Submission of a grievance at this stage shall constitute the sole means for resolving the grievance. All other courses of action or remedies shall be barred. Election of an alternative course of action or remedy prior to the submission of a grievance at this stage shall be considered to be a waiver of the right of any administrator to thereafter seek recourse by means of the grievance procedure.

If the parties are unable to agree upon an arbitrator within ten (10) days after written notice of submission to arbitration, a request for a list of arbitrators may be made to the American Arbitration Association or the Public Employment Relations Board, (PERB). The parties will then be bound by the rules and procedures of the American Arbitration Association or PERB in the selection of an advisory arbitrator.

ARTICLE XVI: GRIEVANCE PROCEDURE cont.

Section 5 – Stages of Grievance cont.

5.2 Stage 2: Arbitration cont.

1. The Arbitrator's Award shall set forth his findings of fact, reasons and conclusions of law on only that issue submitted for determination.
2. The Arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement.
3. The Arbitrator shall not usurp the functions of the Board of Education under the law.
4. The Arbitrator's Award shall not be contrary to or extend any provision of law, or any other rule or regulation having the force and effect of law.
5. No Arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties. The Arbitrator's recommended remedy shall extend only to the grievant.
6. The Arbitrator's Award shall be binding. The parties further agree to accept the arbitrator's decision as final and binding upon them so long as the decision does not imply any obligation which is not specifically set forth in this agreement or requires the commission of an act prohibited by law, regulation, directive or other obligation binding upon the Board.
7. The fees and expenses of the Arbitrator, and the costs of the hearing room, shall be shared equally by the Employer and the Association. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor of the expenses of witnesses or participants called by the other.

ARTICLE XVII: ATTENDANCE WHEN SCHOOL IS CLOSED

In the event of a school closing due to inclement weather, administrators may be asked by the Superintendent to be present.

ARTICLE XVIII: ADMINISTRATIVE APPOINTMENTS

Effective July 24, 1975, Sections 2509, 2573, 3012 and 3013 of the Education Law now requires probationary appointments of three years for all members of the administrative staff of School Districts.

ARTICLE XX: DURATION OF AGREEMENT

1. This Agreement shall become effective upon its approval by a majority of the Jordan-Elbridge Administrative Association and a majority of the Jordan-Elbridge Board Members and shall be binding and in full force and effect from July 1, 2005 to June 30, 2008.

It witness whereof the parties have hereunto set their hands and seals this 1st day of November, 2005.

Jordan-Elbridge Central School District J-E Administrators' Association

BY Marilyn J. Domeneck Ronald C. Berry
Superintendent President

APPENDIX A: J-E ADMINISTRATORS SALARIES

1. **2005-06, 2006-07 and 2007-08 Salaries**

Each returning Unit Member's (those employed by the district during the 2004-2005 school year) 2005-06 salary shall be the previous year's salary multiplied by 1.04, effective July 1, 2005.

Each returning Unit Member's (those employed by the district during the 2005-2006 school year) 2006-07 salary shall be the previous year's salary multiplied by 1.04.

Each returning Unit Member's (those employed by the district during the 2006-07 school year) 2007-08 salary shall be the previous year's salary multiplied by 1.04.

GRIEVANCE FORM

1. PARTY FILING GRIEVANCE

Date _____

Name _____

Phone _____

Address _____

Represented by _____

Address _____

Title _____

2. GRIEVANCE FILED AGAINST

The _____

Address _____

Phone _____

3. CONTRACT ARTICLES ALLEGEDLY VIOLATED

4. NATURE OF GRIEVANCE

5. REMEDY SOUGHT

GRIEVANT(S)

ASSOCIATION REPRESENTATIVE

6. SUPERINTENDENT'S REPLY

DATE

SUPERINTENDENT