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Contract Database Metadata Elements

Title: **East Rockway Union Free School District and East Rockway Teachers Association (2008) (MOA)**

Employer Name: **East Rockway Union Free School District**

Union: **East Rockway Teachers Association**

Effective Date: **07/01/08**

Expiration Date: **06/30/11**

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MEMORANDUM OF AGREEMENT

The negotiating teams representing the Board of Education of the East Rockaway Union Free School District ("District") and the East Rockaway Teachers Association ("Association") have negotiated in good faith with respect to the terms and conditions of employment of the members of the teachers' bargaining unit. Except as outlined below, the terms and conditions contained in the parties' 2004 - 2008 collective bargaining agreement shall remain in effect. The terms of this Memorandum of Agreement are subject to ratification by the members of the unit and approval by the Board of Education. The members of the bargaining teams hereby acknowledge their obligation under the Taylor Law to affirmatively recommend the terms of this Memorandum of Agreement to their respective constituencies.

Duration: July 1, 2008 - June 30, 2011.

Salary Schedule: The salary schedules and all other appendices (except for Summer Work, which is listed separately below) shall be increased as follows:

- Effective 7/1/08: 3.5%
- Effective 7/1/09: 3.25%
- Effective 7/1/10: 3.25%.

Increments shall be paid in each year.

Salary Columns: Salary columns BA+10, BA+20, BA+30, BA+45 and BA+60 shall be available only to those individuals who were members of the bargaining unit during the 2007-2008 school year.

Summer Work: Modify Appendix B, Section A "Home and Summer Instructional Programs (per hour)" as follows: 2008-09: \$53; 2009-10: \$58; 2010-2011: \$65.

Paycheck Schedule: Article IV, section 3 "Payment of Salaries": Amend first sentence from "first Thursday" to "second Thursday."

Salary Step Advancement Following a Leave: Article IV section 1, add a new paragraph E to read as follows:

"E. Teachers must have worked at least 50% of the school year in order to advance a step on the salary schedule upon return from a leave of absence."

Retirement Incentive:

Article VIII. A. Modify payment from \$70 to \$100 for each day of unused sick leave, to a maximum of 100 days.

- B. (1) [No change to current language.]
- (2) [No change to current language.]

Delete the unnumbered paragraphs, and add the following paragraph C:

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“C. (1) Unit members who intend to retire at the end of the school year shall provide the District with an irrevocable letter of intent to retire no later than March 1; unit members who intend to retire at a time other than the end of a school year shall submit an irrevocable letter of intent to retire no later than 90 days prior to the effective date of retirement.”

“(a) Notwithstanding the provisions of paragraphs B.(1) and (2) above, in the first year of this agreement, unit members who did not retire when first eligible as defined therein who intend to retire during or at the end of the 2008-09 school year, who provide the District with an irrevocable letter of resignation for purposes of retirement in accordance with the notice requirements set forth above shall also be eligible to receive the retirement incentive (i.e., \$16,000 plus \$100/day for unused sick leave to a maximum of 100 days).

“(b) Notwithstanding the provisions of paragraphs B.(1) and (2) above, in the second year of this agreement, unit members who did not retire when first eligible who intend to retire during or at the end of the 2009-10 school year, who provide the District with an irrevocable letter of resignation for purposes of retirement in accordance with the notice requirements set forth above shall be eligible to receive a retirement incentive of \$16,000 plus \$70 per day for unused sick leave to a maximum of 100 days.

“(c) Thereafter, only those first eligible as defined in paragraphs B.(1) and (2) above shall be eligible for a retirement incentive of \$16,000 plus \$100 per day for unused sick leave to a maximum of 100 days.”

Add a new paragraph D to read as follows:

“D. The District shall make payment for any retirement incentive and/or monetary benefit as a non-elective employer contribution to a 403(b) program that confirms that it can accept the contribution in accordance with applicable Internal Revenue Code rules and regulations. Such payment shall be made to the 403(b) program no later than the first business day in the month of July immediately following the member’s effective date of separation from the District. This will be administered per the terms set forth in the parties’ Memorandum of Agreement dated June 25, 2008.

Child Rearing Leave

Article VII. Section 7.B. Maternity and Child Rearing Leave.

Modify paragraph 1 to read as follows:

“1) In the event that a teacher becomes pregnant, she may continue to work as long as she is physically capable of performing the normal duties of a teacher, and she may return to work whenever she is physically capable of performing the normal duties of a teacher effectively, subject to the provisions of paragraph 3) below.”

Modify paragraph 3) to read as follows:

“3) A teacher shall be granted child rearing leave upon written request for the purpose

of caring for his or her newborn infant or adopted infant. Such leave shall be without pay. Such teacher may return from leave either at the end of an FMLA leave (or earlier in accordance with FMLA requirements) or at the beginning of a semester. In extenuating circumstances, the Superintendent will give consideration to a request for an earlier return. The unit member must provide written notice of intention to return by April 1 (fall semester return) or November 1 (spring semester return). The District shall provide written notice of these requirements to the teacher at the time leave is requested.”

Modify paragraph 5) to read as follows:

“5) In no case shall the combined total of unpaid and paid leaves for maternity or childrearing or adoption exceed two (2) years, except in the case of a teacher whose two year leave ends during a semester. In such cases, at the teacher’s option, the leave will be extended to the end of the semester.”

Evening Conferences

Article VI Section 1. School Calendar and Length of School Day.

Add the following: “Teachers shall be required to attend a total of three 2-hour evening conferences, including one “Back to School” night in the fall semester, one parent-teacher conference in the fall semester and one parent-teacher conference in the spring semester. The Superintendent shall consult with the ERTA President regarding the scheduling of evening conferences.”

Health Insurance

Article V Section 1.A

Tenured unit members shall contribute toward the cost of the health insurance premium as follows:

Effective 7/1/08: 17%
Effective 7/1/09: 18%
Effective 7/1/10: 19%.

Non-tenured unit members’ contribution rates shall be 1% higher than the rates for tenured unit members.

Health Insurance Opt-out

Article V Section 1.B. Amend second sentence of this paragraph to read as follows:

“Unit members who exercise this option must notify the District in writing by June 15 and shall receive in the last paycheck in the following June a lump sum payment equal to \$7,370, but in no event shall such opt-out payment exceed 50% of the cost of the health insurance premium.

Employee Benefit Fund

Article V Section 5.

The District’s contribution to the Benefit Fund shall be as follows:

Effective July 1, 2008: \$800 per year per full time teacher
Effective July 1, 2009: \$850 per year per full time teacher
Effective July 1, 2010: \$900 per year per full time teacher

Overnight Field Trips

Amend Appendix C to provide as follows:

“The District agrees to budget annually the amount of \$4,500 to compensate teachers who accompany students on pre-approved, domestic overnight field trips which occur during periods when school is in session (i.e., non-recess periods). The ERTA President shall submit a summary of all trips to be considered for compensation (including name of trip, names of teacher-chaperons, number of overnights for each teacher) to the Superintendent by June 1. Compensation shall be distributed among chaperons in equal amounts, to a maximum of \$100 per night per chaperon.”

Coaching Stipends

Effective in the first year of the agreement, the stipends for varsity head coaches and junior varsity head coaches in baseball, softball and lacrosse coaches shall be increased by \$500.

Job-incurred Injury

Amend the next to last sentence of Article VII.1.A to read as follows:

“The first 182 work days of absence (cumulative) due to a job-incurred injury shall not be charged against sick leave.”

Cafeteria Duty (Junior-Senior High School):

Amend Article VI. Section 3.B.1. d) to add the following:

“Beginning with the 2009-10 school year, teachers may not be assigned to cafeteria duty at the Junior-Senior High School for more than one semester in a school year unless the teacher requests such duty for both semesters.”

Dated: September 25, 2008
East Rockaway, New York

For the District:



Fred Smith
Interim Assistant Business Manager

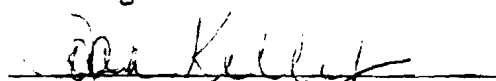


Florence T. Frazer
District Labor Counsel

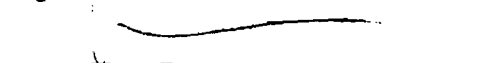
For the Association:



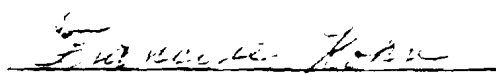
Nicholas Cimorelli
Chief Negotiator



Joan Kelly
President

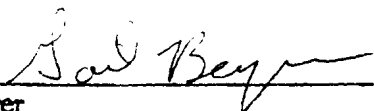


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SIGNATURES CONTINUE ON FOLLOWING PAGE



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