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Collective Bargaining Agreement
between the
East Aurora Free Union School District Superintendent
and the
East Aurora Administrators Association

JULY 1, 2013 – JUNE 30, 2015
EXTENDED FROM JULY 1, 2015 – JUNE 30, 2017



*..Educated in East Aurora today,
to better serve the community tomorrow...*

East Aurora Free Union School District
430 Main Street
East Aurora, NY 14052
Telephone: (716) 687-2300

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ARTICLE 1 – GENERAL PROVISIONS

1.1 PREAMBLE

This collective bargaining agreement between the East Aurora Union Free School District Superintendent (Superintendent) and the East Aurora Administrators Association (Association) has been developed to set forth certain terms and conditions of employment of administrative staff members.

This agreement shall neither prevent nor prohibit the Board of Education of the East Aurora Free Union School District from abolishing or eliminating administrative positions or changing job descriptions of an administrative position as necessary.

1.2 EFFECTIVE DATES

This agreement will be in effect from July 1, 2013 until June 30, 2017.

1.3 UNIT TITLES

The administrative staff positions covered by this agreement shall include:

High School Principal (12 months)
Middle School Principal (12 months)
Elementary School Principal (12 months)
High School Assistant Principal (12 months)
Assistant Kindergarten through Grade 8 Principal (12 months)
Director of Pupil Services (12 months)
Director of Health, Physical Education and Athletics (10 months plus 12 days)

1.4 TAYLOR LAW NOTICE

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.

1.5 CONFLICT WITH LAW

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 or applications will continue in full force and effect. In that event, the parties shall meet promptly to negotiate a replacement for the provision in question.

1.6 MEMBERSHIP IN THE ASSOCIATION

It is recognized that membership in the Association shall not be a prerequisite for employment, that membership or non-membership shall not affect the professional duties or activities of any administrator and that individual administrators may or may not avail themselves of the services or activities of the Association without discrimination based thereon.

1.7 PAYROLL DEDUCTIONS FOR THE ASSOCIATION

Payroll deductions for the Association unitized dues (E.A.A.A. and affiliates) as well as "agency fee deduction" shall be provided by the District in accordance with applicable law. In order to facilitate the foregoing, the District shall provide prompt and timely notice to the Association of personnel changes.

It is agreed that the Superintendent and the District will be held harmless from all claims in connection with the operation of the dues deductions and agency fee provisions and will not be held responsible for errors made by the Association or members of the professional personnel in submitting payroll deduction information to the District.

1.8 LENGTH OF RECOGNITION

The Board of Education and the Association do hereby agree to extend the period of unchallenged representation status for the maximum periods authorized by law.

1.9 CURRENT AND FUTURE COMMITMENTS

This Agreement is the complete record of all commitments made by the parties as a result of the negotiations which preceded this Agreement. During the life of this Agreement, the District may make unilateral changes in the terms and conditions of employment of the administrators covered by this Agreement, except changes which would violate an express provision of this Agreement; provided, however, that the Association shall not be prohibited from negotiating with the District on the impact of any such change if it makes a request to do so within 30 calendar days of being informed of the change. In order for a commitment outside of this Agreement to be binding upon the parties, it must be in writing and signed by both the Superintendent and the President of the Association on the same date as, or on a date after, the execution of this Agreement.

ARTICLE 2 – WORK YEAR

2.1 TWELVE MONTH ADMINISTRATORS

The work year for 12 month administrators commences July 1 of each year and ends of the subsequent June 30.

2.1.1 Vacation Benefits

12 month administrators will be entitled to vacation benefits under this Section. 11 and 10 month administrators do not receive vacation benefits, and therefore, for the purpose of this Section 2.1.1, the term “administrator” includes only 12 month administrators (except as specifically referenced in 2.1.1.5).

2.1.1.1 Administrators will be credited with 25 vacation days in each school year, subject to the provisions of this Section 2.1.1. Such days may be used for the purpose of being absent from work with pay on days scheduled by the administrator with the approval of the Superintendent. On July 1 of each school year, the 25 new vacation days shall be credited prospectively and added to the total number of accumulated days to a maximum of 100 days.

2.1.1.2 A maximum of 25 vacations days may be used per school year, with the approval of the Superintendent. Additional days may also be approved by the Superintendent.

2.1.1.3 12 month administrators not completing the contractual year, who have taken vacation days or received credit for vacation days for that year in excess of 2.08 days times the number of months worked in that year, shall have the excess taken from their accumulated days. If no accumulated days are available, the District shall be compensated at the daily rate of pay by that administrator.

2.1.1.4 An administrator leaving District employ due to resignation, retirement, termination, or any other reason, with at least 60 days’ notice to the Superintendent in writing, shall be entitled to the benefits of this provision. Upon the effective date of the retirement or resignation, such an administrator shall be compensated for any accumulated vacation days and any credited by unused vacation days to a maximum of 75 days at the rate of 1/240 of his annual salary for each day.

2.1.1.5 12 month administrators whose positions are changed to 11 or 10 months may choose to retain unused vacation days until termination from the District or may utilize them during the work year in accordance to the approved provisions in Section 2.1.1.1.

2.1.1.6 An accounting of vacation days will be rendered to each administrator annually by July 14 of each school year.

2.1.2 For the 2013-2014 school year, administrators may “cash in” up to 5 accumulated vacation days calculated at the per diem rate of $1/240^{\text{th}}$ of each administrator’s annual salary for each day.

For the 2014-2015 school year, administrators may “cash in” up to 5 accumulated vacation days calculated at the per diem rate of $1/240^{\text{th}}$ of each administrator’s annual salary for each day.

For the 2015-2016 school year, administrators may “cash in” up to 5 accumulated vacation days calculated at the per diem rate of $1/240^{\text{th}}$ of each administrator’s annual salary for each day.

For the 2016-2017 school year, administrators may “cash in” up to 5 accumulated vacation days calculated at the per diem rate of $1/240^{\text{th}}$ of each administrator’s annual salary for each day.

2.2 11 MONTH ADMINISTRATORS

The work year for 11 month administrators will be the same, with respect to the school calendar, as for classroom teachers, with the exception that it begins on September 1 of each year and ends on the subsequent June 30. In addition, 11 month administrators will work one-half of the total work days occurring between June 30 and September 1 of each year.

2.3 10 MONTH ADMINISTRATORS

The work year for 10 month administrators will be the same, with respect to the school calendar, as for classroom teachers, with the exception that it begins on September 1 and continues through the subsequent June 30th.

2.4 HOLIDAYS

12 month administrators will be granted 14 paid holiday days of absence each year.

2.5 PERSONAL LEAVE

The District shall provide for up to 3 days of leave with pay for bereavement purposes or to conduct necessary business which can only be completed during the regular work day. The unit member need not disclose the specific reason for the leave, but must indicate that the purpose is consistent with this provision. Leave days are subject to the approval of the Superintendent, and in unique circumstances, the Superintendent may approve days beyond the annual 3 day maximum. These days are noncumulative.

2.6 EMERGENCY DAYS

Administrators are expected, if at all possible, to report to school on emergency days when schools have been closed.

ARTICLE 3 – COMPENSATION

3.1 PRESENT PERSONNEL

For the duration of the agreement, salaries will be adjusted as follows:

For each of the 2013-2014, 2014-2015, 2015-2016 and 2016-2017 school years, each unit member's salary increase will be based on 1.0% of his/her base salary and a merit compensation of \$2250. The merit compensation will be based upon each unit member's Professional Performance Plan (PPR) and observed job performance as determined by the Superintendent of Schools. It is understood that a unit member's goals are part of the PPR and are mutually established by the unit member and the Superintendent of Schools.

Should a unit member not achieve the maximum merit compensation, the unit member has the option of discussing his/her merit award with the Superintendent of Schools and the President of the East Aurora Administrator's Association.

3.2 POSITION REDUCTION

3.2.1 An administrator reduced from 12 to 11 months shall have his/her base salary reduced by 1/12 prior to computation of his/her salary increase. Any annual percentage increase shall be applied to this newly reduced base salary. If this new salary exceeds the previous year's salary, he/she shall receive this new salary amount. In any event, he/she will not receive less than the salary received the previous year.

3.2.2 The same principle shall apply if a position is reduced from 11 to 10 months.

- 3.2.3 An administrator reduced from 12 to 10 months employment shall have his/her base salary reduced by 1/6 prior to the computation of his/her salary increase. Any annual percentage increase shall be applied to this newly reduced base salary. The new salary shall not result in more than a reduction of 1/12 from the previous year's salary.
- 3.2.4 In the event that an administrative position under this Agreement is abolished by the Board of Education, and the incumbent of that position is not transferred or appointed to another administrative position in the District, the incumbent shall be offered the opportunity for a continued period of employment pursuant to the terms of this paragraph. The Superintendent and Association agree that such employment shall be on a non-probationary/non-tenured position with no rights to employment in any capacity beyond those conferred by this paragraph. The rate of compensation for the administrator during the term of such employment shall be at the annual salary for the abolished position as of the last day in which the incumbent administrator served in that position. The term of additional employment provided pursuant to this paragraph shall begin on the day following the effective date of the abolition of the prior position, and shall extend for a period equal to the annual duration of the administrator's prior position (i.e. 12 months, 11 months, or 10 months). The parties agree that this section, Section 3.2.4 shall sunset on June 30, 2017 and under no circumstances shall this provision continue through or under the Triborough doctrine/amendments.

ARTICLE 4 – FRINGE BENEFITS

4.1 MEDICAL INSURANCE

- 4.1.1 The District will offer employees health insurance coverage as the selected plan(s) provide. Only reputable vendors will be considered by the District. Prescription and dependent care coverages to the day before the dependent turns age 26 will be included so long as the carrier(s) provide such coverage. Other options will be included as offered by the carrier(s), specific to the selected plan(s).
- 4.1.2 The District agrees to offer Blue Cross/Blue Shield POS Plans 204 and 205 with a prescription drug plan through effective July 1, 2008. These plans will include a \$1,000,000 Major Medical Rider with an in-patient hospital deductible. Plan benefits and riders listed herein and benefits of plans listed herein will be provided contingent upon their availability from the carrier.
- 4.1.3 The District may offer at its discretion, other plans than those listed in 4.1.2.

- 4.1.4 Any unit member who has comparable health insurance coverage paid for at least to the same extent as above will not be eligible for coverage under the District plan. A unit member shall be entitled to coverage only upon annual submission to the District of a written affidavit stating that he does not, in fact, have comparable coverage so paid for by September 1st of each school year. The unit member must immediately notify the District should the unit member become eligible for such non-District coverage during the school year and must forthwith withdraw from the District's plan. The District shall provide the unit employees a form to be utilized for notification under this paragraph at the beginning of each school year and at the time of initial hire or return to employment, as applicable. Any unit member who has health insurance coverage from another source may elect in writing to waive coverage under the District plan. Any unit member .6 F. T. E. or more who has been rendered ineligible for or has waived District coverage, pursuant to this provision, shall be paid \$1,000 in the last pay period in June.
- 4.1.5 If 2 unit members are married to each other and have eligible children, the District shall be required to provide family coverage under the foregoing plans to only one of them (i.e. the one designated in a statement signed by both of them). However, if 2 unit members are married to each other and do not have children, neither shall be entitled to a family plan, but each shall be entitled to a single plan.
- 4.1.6 Any unit member who chooses upon retirement to continue as a participant in any or all of the plans offered pursuant to paragraph 4.1.1, and who is not, or is no longer, eligible for the benefits under Section ~~4.8.3.4~~, may continue in the group plans at their own expense, provided that if the premiums for same are not paid in advance of the date they are due, the District may discontinue coverage hereunder.
- 4.1.7 Effective July 1, 2013, the District will contribute 92.5% of the annual premium of the health insurance plan offered by the District. Effective July 1, 2014, the District will contribute 90% of the annual premium of the health insurance plan offered by the District. The District will establish a hospitalization co-pay fund. Should the plan include a hospitalization co-pay, the District will reimburse the employee 50% of the cost of that co-pay should it be up to \$500, and 75% of that co-pay should it be in excess of \$500, upon receipt of paid charges for hospital service.

- 4.1.8 The District will continue to administer a Section 125 Plan which includes unreimbursed medical expenses and dependent care costs, and such other uses as may be mutually agreed by the District and the Association prior to implementation of the plan. Funding of plan benefits shall be solely through employee salary reduction contributions. The plan shall be administered by an outside entity selected by mutual agreement of the District and the Association. The District will pay for the initial implementation of the plan. Annual costs of administration shall be born equally by the District and the unit members, with the unit member contribution being withheld by a payroll deduction for each employee participating in the plan.
- 4.1.9 The District and the Association agree to the establishment of a health insurance advisory committee. This committee will consist of 3 representatives from the District and 3 representatives from the Association and the insurance broker. The purpose of this committee will be to actively investigate ways that health insurance costs can be contained. The committee will meet on a regularly scheduled basis and will forward recommendations (if any) to the Superintendent and Association President by May 1 of each year.

4.2 SICK LEAVE

- 4.2.1 12 month administrators will be credited with 15 days of sick leave annually. Sick days are accumulated at a rate of 1.25 days per month. Unused days may be accumulated to 300.
- 4.2.2 11 month administrators will be credited to 13 days of sick leave annually. Sick days are accumulated at a rate of 1.18 days per month. Unused days may be accumulated to 280.
- 4.2.3 10 month administrators will be credited to 12 days of sick leave annually. Sick days are accumulated at a rate of 1.2 days per month. Unused days may be accumulated to 260.
- 4.2.4 Administrators will be provided statements of accumulated sick leave by July 14 of each year.

4.3 SICK LEAVE BANK

Annually, 3 days of sick leave plus unused sick leave accumulated by an administrator in excess of 300, 280, or 260 days, depending upon number of months employed, will be deposited in a sick leave bank for administrators, up to a maximum of 300 days. Application for use of days from the administrator's Sick Leave Bank will be made to the Superintendent.

4.4 LIFE INSURANCE

The District will provide a group term life insurance policy which will cover each unit member in the amount of \$50,000.

4.5 SABBATICAL LEAVE

Sabbatical leave may be granted (at full salary for 1 semester or $\frac{3}{4}$ salary for 2 semesters) under the following conditions:

4.5.1 The leave will be utilized for purposes of graduate study or study directly related to the improvement of administrative performance and/or effectiveness.

4.5.2 Upon return from leave, the unit member will remain with the District for at least 3 years.

The decision to grant a sabbatical leave will be made by the Board of Education upon recommendation of the Superintendent.

4.6 105(h) HEALTH BENEFIT PLAN

The District shall agree to continue to provide a 105(h) Health Benefit Fund for each unit member with compensable status. Unit members who qualify for full District health care coverage will receive \$2,250 per year during school years 2013-2014, 2014-2015, 2015-2016, and 2016-2017.

4.7 RETIREMENT PROGRAM

4.7.1 To be eligible, a unit member must:

4.7.1.1 Be eligible for, and take, a normal service retirement from the New York State Teachers' Retirement System immediately upon leaving the employment of the District.

4.7.1.2 Have worked in the East Aurora Free Union School District for a minimum of 10 years immediately prior to the date of retirement as a school administrator.

4.7.1.3 Provide proper written notification.

4.7.1.4 Submit to the Superintendent, a letter of resignation for the purpose of retirement, at least 60 calendar days prior to the effective date of retirement. Payment may be made in its entirety on the date of retirement or on a schedule mutually agreed upon by the unit member and the Superintendent.

4.7.1.5 The payment will be limited to a maximum of 22 percent of the accumulated days up to a maximum of 300 days for a 12 month administrator, 280 days for an 11 month administrator, and 260 days for a 10 month administrator. Coinciding with the date of the administrator's final paycheck and as directed in writing by the retiree, the retirement benefit will be distributed as follows:

Option 1: The value of the payment will be held by the District and applied toward the retiree's health insurance premium costs until the allotment is used up.

Option 2: The value of the payment will be deposited into a 403(b) account designated by the district.

Option 3: The value of the payment will be deposited into a 105(h) plan as allowed by the plan document.

Option 4: A combination of 1, 2 and 3.

No Cash Option No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

1. **Contribution Limitations** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971¹, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution; and
- B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.
2. **403(b) Accounts** Employer contributions shall be deposited into a 403(b) Account to receive Employer contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.

~~X~~ **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971, hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

¹ **Explanation for TRS Categories:** Under *Education Law* § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415.

The final average salary of all other members of the TRS (i.e. all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those member.

4. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
5. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. The 403(b) provider agrees to provide the Employer with the standard hold harmless agreement where the Employer has selected the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
6. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.
7. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.

4.7.3 Retiree Health Insurance vs. NEEC 403(b) Contribution

- 4.7.3.1 Employees that terminate employment with the District for purposes of retirement and who qualify for normal retirement under the Teachers Retirement System shall receive the same health insurance coverage (or comparable coverage if the District changes providers) as was provided prior to such retirement for a period of time as the calculated value of accumulated, but unused sick leave/retirement incentive, as calculated in the Collective Bargaining Agreement Sections 2.1.1.4, 3 and ~~4.8.3.4~~ which sum is to be expended by the District in the payment of health insurance premiums, is exhausted. Such health coverage shall be made available to retirees at the same cost as comparably ranked active employees.

Notwithstanding the provisions of ~~Section 8.1~~ above, any qualifying retiree who notifies the District, in writing, before January 1 of the year of retirement that he or she has post-employment health coverage provided through another health plan shall not receive the benefit described in ~~Section 8.1~~ but shall instead receive a non-elective employer contribution into the retiree's 403(b) account in an amount as calculated in the Collective Bargaining Agreement Sections 3.1.4 and 3.4.2 for each year of service in the District, subject to the IRC 415(c) maximum contribution.

A qualifying retiree shall not have an option to receive cash for the benefits provided under ~~Sections 8.1 and 8.2~~. Non-elective employer ~~403(b)~~ contributions, if any are payable, shall be contributed into the ~~403(b)~~ account.

4.7.3.2 Employer Non-Elective Contribution Equal to Termination Pay

The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who is eligible to apply for and who commences their retirement from the state sponsored retirement system. The amount of Employer's contribution for each eligible employee shall equal the value of each such employee's accumulated leave days, determined in accordance with the Collective Bargaining Agreement. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment. The employer shall deposit the contribution no later than 45 days following the employee's severance date.

4.7.3.3 Retirement Incentive

The employee agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee who notifies the Employer of his or her intent to retire no later than January 1st of the last year of employment. The total amount of the Employer's Non-Elective Contribution for each eligible employee shall equal the calculation from the collective bargaining agreement. Employer shall make the maximum contribution as required by the Collective Bargaining Agreement and the Memorandum of Understanding permitted until Section 415(c)(1) of the Internal Revenue Code of 1986, as amended.

4.7.3.1.1 All payments due and owing to any unit member who retires and is eligible for a retirement incentive payment shall be distributed to their 403(b) account or deposited into their 105(h) account as allowed by law and paid to that unit member on the 1st regular pay day following October 15 of the year in which that unit member's retirement becomes effective.

4.8 GRADUTE CREDIT REIMBURSEMENT

Effective July 1, 2009, the District shall reimburse an administrator for his/her annual expenses upon presentation of satisfactory evidence of completion of 3 hours of graduate course work. Effective July 1, 2010, the District shall reimburse an administrator for his/her annual expense upon presentation of satisfactory evidence of up to 6 hours of graduate credit. Such reimbursement is limited to tuition and textbooks upon submission to the District of satisfactory proof of such expenses.

4.9 PROFESSIONAL GROWTH

Each administrator shall be entitled to the amount of \$500 annually to pay for professional growth opportunities or for professional association fees. The District will reimburse each administrator up to the amount of \$500 for professional growth upon presentation of satisfactory proof of such expenses.

4.10 403(b) PLAN EXPENSES

The School District and the Association shall share in the costs associated with the new IRS regulations regarding 403(b) administration and plan implementation. Association members shall pay the annual maintenance fee of up to \$45 annually. Any unit member who participates shall pay the annual maintenance fee which will be collected in full on the 1st payroll period in October.

ARTICLE 5- GRIEVANCE PROCEDURE

5.1 GENERAL UNDERSTANDINGS

5.1.1 The Superintendent and the Association recognize the importance of an orderly, definitive procedure for processing alleged grievances for employees included in the unit covered by the Agreement. The primary intention of this procedure is to resolve any alleged grievance at the lowest possible level.

- 5.1.2 For the purpose of the Agreement, a grievance is defined as any claimed violation of an express provision of this Agreement. In the event of any such dispute, the matter shall be settled in accordance with the following procedure.
- 5.1.3 Any grievance, as defined herein, shall be processed only pursuant to this procedure.
- 5.1.4 If a decision at step 1 is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed to be resolved on the basis of the previous answer and further appeal under this Agreement shall be barred.
- 5.1.5 Failure at any step of the grievance procedure to communicate a grievance answer to the aggrieved party within the specified time limits shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated on the last day of the specified time period.
- 5.1.6 The time within which an appeal may be filed at a higher step in this procedure shall be measured from the date of receipt of the grievance answer.
- 5.1.7 It is the intent of the parties that grievances be processed as rapidly as possible. The number of days indicated at each step of the procedure should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed in writing, the time limits may be extended. For the purpose of this article, "work days" mean a day when the central office of the District is open.
- 5.1.8 No written grievance will be entertained, and such grievance will be deemed waived, unless a written grievance is presented at the first available step within 30 calendar days after the employee knew or should have known of the act or condition on which the grievance is based.

5.2 PROCEDURE

5.2.1 Stage 1 – Information Presentation to the Superintendent

Indicate to the Superintendent that an informal grievance meeting is required, and the aggrieved party shall meet and discuss the grievance with the Superintendent with the objective of resolving the matter informally.

5.2.2 Stage 2 – Formal Presentation to the Superintendent

If no satisfactory settlement is reached, the aggrieved party shall, within 10 work days of the Stage 1 meeting, make a formal written presentation to the Superintendent using the attached Grievance Form. Within 10 working days of receipt of the Grievance Form, the Superintendent shall conduct a meeting to formally review and consider the grievance. This meeting may also be attended by representatives selected by either party. Within 10 work days of the Stage 2 meeting, the Superintendent shall render a written decision to the aggrieved party.

5.2.3 Stage 3 – Arbitration

- a. If the grievance remains unresolved, the grievance may be submitted to arbitration by written notice to the Superintendent within 10 work days following receipt of the Stage 2 decision.
- b. Within 15 calendar days, the District and the Association shall attempt to agree upon a mutually acceptable arbitrator. Otherwise, the parties shall select an arbitrator in accordance with the rules of the American Arbitration Association.
- c. The Arbitrator shall render his/her decision in writing to the Superintendent and the Association, which decision shall be binding upon both parties and employees covered by this Agreement.
- d. The arbitrator shall have no power or authority to add to, detract from or modify, explicitly or implied, any express term of this Agreement, and his/her authority shall be limited to deciding only whether a specific provision of this Agreement has been violated.
- e. Costs for the arbitrator services and his/her expenses, if any, will be shared equally by the District and the Association.

ARTICLE 6 – DURATION

This agreement shall be effective as of July 1, 2013 and shall extend until June 30, 2017.

Brian D. Russ, Superintendent of Schools

Date

James Hoagland, President

Date

East Aurora Administrators Association

APPENDIX A
EAST AURORA ADMINISTRATORS ASSOCIATION

GRIEVANCE FORM

TO: _____
Superintendent

FROM: _____
Grievant's Name

_____ Grievance Stage

(1) Act of the District that Grievant objects to (describe briefly):

(2) Page and paragraph reference in contract: _____

(3) The act took place on (date): _____

(4) Paragraph(s) of the Agreement that Grievant believes District's act violated:

(5) Action the Grievance believes District should take to correct the situation:

Grievant's Signature: _____

Date Submitted: _____

Copies to: Superintendent, Association President, Grievant