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Union: **East Rockaway Administrators Association (ERAA)**

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Marcy Tannenbaum
Director of Operations & Finance

AD/4942

AGREEMENT

Between

EAST ROCKAWAY UNION FREE SCHOOL DISTRICT

- and -

THE EAST ROCKAWAY ADMINISTRATORS ASSOCIATION

July 1, 2011 to June 30, 2014

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ARTICLE I

PREAMBLE

In order to effectuate the provisions of the Public Employees Fair Employment Act of the State of New York (Civil Service Law, Article 14) and to encourage and increase the effective and harmonious working relationships between the Board of Education of the East Rockaway Union Free School District (hereinafter called "Board") and its supervisory and administrative employees (hereinafter called "members") represented by the East Rockaway Administrators Association (hereinafter called "ERAA"):

WITNESSETH:

WHEREAS the Board and ERAA recognize and declare that a unique relationship must exist between the parties in order to provide the finest quality education for the children attending the East Rockaway Public Schools and the fostering of that relationship is their mutual aim and purpose;

NOW, THEREFORE, in furtherance of said aim and purpose, it is mutually agreed by and between the parties as follows:

ARTICLE II

RECOGNITION

1. The Board hereby recognizes ERAA as the exclusive bargaining agent and ~~representative for all administrative and supervisory personnel in the East Rockaway Union Free School District.~~ The professional positions incorporated in such recognitions include, but are not limited to, the following:

- A. Elementary School Principals

- B. Secondary School Principals
- C. Secondary School Assistant Principals
- D. Coordinators
- E. Director of Physical Education, Health & Athletics
- F. Director of Guidance

ARTICLE III

NO STRIKE CLAUSE

The ERAA, through its officers, agrees to comply with the provisions of Section 210, Article 14 of the Civil Service Law and affirms that it does not assert the right to strike against any Government, to assist or participate in any strike, or to impose an obligation to conduct, assist or participate in any strike, or to impose an obligation to conduct, assist or participate in such a strike.

ARTICLE IV

ASSOCIATION RIGHTS

1. The ERAA may have the use of school buildings without cost and at reasonable times for meetings.
2. The Board shall deduct from the salary of each member, who so authorizes in writing, the following: (a) dues for membership in any appropriate professional organization so designated by the member, and shall promptly transmit the deductions to such authorized professional association, (b) payments for the purchase of U.S. Savings Bonds, (c) amounts for tax sheltered annuities, (d) credit union savings or

payments and (e) payments on New York State Teachers' Retirement Loans.

3. Deduction authorizations shall continue in force and effect unless the member notifies both the Board and the ERAA in writing of his/her desire to withdraw his/her authorization.

4. The Board shall print copies of this agreement and distribute a copy to each member.

ARTICLE V

WORK YEAR AND VACATIONS

1.
 - (a) High School Principal - 11 months.
 - (b) High School Assistant Principal - 11 months
 - (c) Elementary Principals - 11 months.
 - (d) Coordinators - 10 months plus 10 days
 - (e) Director of Physical Education, Health and Athletics – 10 months
 - (f) Director of Guidance – 11 months

2. In addition to the provisions of paragraph 1 above, the Superintendent shall have the discretion to direct unit members to report to work during periods when school is in recess up to a maximum of three days per school year at no additional compensation.

3. Additional days beyond those noted in paragraphs 1 and 2 above may be worked upon mutual agreement between the unit member and the Superintendent with such days to be paid at the rate of 1/220 of annual salary for each additional day.

4. Except when directed to report to work pursuant to the provisions of

paragraph 2 above, all members shall enjoy all national and state holidays and vacations days granted to students and other professional personnel in the District in accordance with the school calendar.

ARTICLE VI

RIGHTS AND RESPONSIBILITIES OF MEMBERS

1. No changes shall be made in the job description of any member without prior consultation with the ERAA.

2. Members of this unit shall not be required to perform duties which require him/her to formulate policy or conduct negotiations with other employee units, but members may be required to provide input and assist in the development of policy and negotiating proposals for other employee units without jeopardizing their status in this duly certified bargaining unit.

ARTICLE VII

GRIEVANCE PROCEDURE

A. Declaration of Policy

In order to establish a more harmonious and cooperative relationship between the Board and members, it is hereby declared to be the purpose of this article to provide for settlement of differences promptly and fairly through procedures under which members may present grievances free from coercion, interference, restraint, discrimination or reprisal.

B. Definitions

1. "Grievance" is a claim by any member or members of an alleged violation, misinterpretation, or inequitable application of any provision or term of this agreement.

2. "Grievant" means the party named as the aggrieved; this can be the ERAA.

3. "Party in Interest" means any party named in a grievance who is not the aggrieved party, including ERAA.

4. "Hearing Officer" means any individual or board charged with the duty of rendering decisions at any step of the grievance procedure.

C. Procedure

Step 1: Superintendent - Informal

If a member has a grievance, he/she will discuss it with the Superintendent either directly or through an ERAA representative with the objective of resolving the matter informally. The request for this meeting with the Superintendent must be within 30 calendar days of the date the grievant knows or should have known of the grievance. The Superintendent shall confer with the parties in interest, but in arriving at his/her decision, shall not consider any material or statement offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his/her representative present. If the member submits the grievance through a representative, the member may be present during the discussion of the grievance. An ERAA representative may be present at the request of the grievant.

Step 2: Superintendent - Formal

If the grievance is not resolved informally, it may be reduced to writing and presented to the Superintendent within fifteen (15) school days of the meeting at Step 1. Within two (2) school days after the written grievance is presented to him/her, the Superintendent shall, without any further consultation with the aggrieved party, or any party in interest, give his/her decision and reasoning.

Step 3: Arbitration

1. If the grievant is not satisfied with the decision in Step 2, the grievant may within fifteen (15) school days of the decision in Step 2, request in writing review by one of the following persons:

- a. Howard Edelman
- b. Susan MacKenzie
- c. Theodore Lang

2. Within twenty (20) school days of his or her appointment, the arbitrator shall conduct a hearing at which all parties concerned shall be present. All records relative to the grievance shall be made available to the arbitrator.

3. Within ten (10) school days following the close of the hearing, the arbitrator shall render a report containing a statement of his or her findings, conclusions, and recommendations to the Board. Copies of such reports shall be made available to all parties concerned.

4. If the request for arbitration is submitted by the ERAA and the grievant, the costs for the services of the arbitrator (if any) shall be shared equally by the Board and the ERAA. If the request for an arbitration is submitted by the grievant alone,

the costs (if any) shall be shared equally by the Board and the grievant.

Step 4: Board of Education

The Board, after receiving the report of the arbitrator, shall at no later than its next regular meeting review the entire matter and render a final decision relative thereto. It is understood that discussion of the decision shall be conducted in executive session, and that the ERAA and/or the grievant shall be notified in writing of the Board's decision. Arbitration awards are advisory, except that after three rejections of awards by the Board in the course of the contract term, all other awards issued within such term are binding.

D. Rules of Procedure

1. All written grievances shall include (a) a brief narrative of the circumstances including the names of the grieving and offending parties, and (b) the remedy sought.

2. All decisions shall be given in writing, with reasons, except for informal decisions at Step 1. Each decision shall be transmitted promptly to any grievant, with copies to any party in interest.

3. The preparation and processing of grievances shall, as far as practicable, be done during the hours of employment. All reasonable effort shall be made to avoid involvement of students in any phase of the grievance procedure.

4. The Board and the Association agree to facilitate any investigation which may be required and to make available any and all non-privileged material and relevant documents, communications and records at the request of the other

party.

5. The grievant may call witnesses on his/her own behalf and the Board will make such witnesses who are in the employ of the Board available.

6. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the Board or by any member of the administration against the grievant, any party in interest, any representative or any other participant in the grievance procedure or any other person by reason of the grievance or his/her participation in it.

7. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents may be developed and approved by both parties. The Superintendent shall then have them duplicated and distributed as the parties agree, so as to facilitate operation of the grievance procedure.

8. The Superintendent shall be responsible for accumulating and maintaining on each grievance the grievance file, which shall consist of any written communications relevant to the grievance. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant, nor shall there be any allusion to the grievance in the grievant's personnel file. This file shall be available for copying by the grievant, ERAA or the Board, but it shall not be deemed a public record.

9. Nothing herein shall preclude the grievant from pursuing his/her claim in any other proceeding or forum following the conclusion of proceedings pursuant to this grievance procedure.

E. Time Limits

1. Since it is important to good relations that grievances be processed as rapidly as possible, every effort shall be made by all parties to expedite the process. Time limits specified for either party should be viewed as "outside limits," which may be extended only by mutual agreement.

2. The time limits for the appeal from any decision shall run from the date when the grievant receives notice of the decision.

3. Failure at any step to communicate a decision to the grievant and the ERAA within the time limit shall permit the lodging of any appeal at the next step of the procedure.

4. If a grievance is filed on or about June 1 in any year, priorities will be arranged to reflect a serious effort by both parties to cooperate and shorten the time limits of the first two steps and resolve the grievance before the end of the school term, or by June 30 at the latest, if possible.

ARTICLE VIII

PROTECTION OF PROFESSIONAL REPUTATION

1. Evaluation of assistant principals and the Director of Guidance shall be done by the junior/senior high school principal; the evaluation of principals shall be done by the Superintendent; evaluation of coordinators shall be done by the principals; and the evaluation of the Director of Physical Education, Health and Athletics shall be done by the Superintendent.

2. No complaint regarding a member shall be placed in a member's

personnel file unless the member has had an opportunity to review the complaint. The member shall acknowledge that he/she has had the opportunity to review the complaint by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents of the complaint. The member will also have the right to submit a written answer to the complaint and his/her answer shall be reviewed by the Superintendent, initialed by him/her and attached to the file copy.

3. A member shall have the right, upon request, to review the contents of his/her personnel file and to make copies of any documents in it. A member shall be entitled to have a representative of ERAA accompany him/her during the review. A member's review must take place on a working day and no more than 24 hours notice shall be required.

ARTICLE IX

BENEFITS

A. Basic Health Plan

1. The Board shall pay 75% of the premium cost of the basic state health plan for a full time member and his/her eligible family. The District will continue to share the premium cost of retirees who continue their insurance.

The District shall have the authority to seek an alternate health insurance plan as long as such alternate plan provides a similar benefit level to the then current state plan.

2. The Board of Education will carry excessed members in the group health plan for one year at the member's expense.

B. Group Health Insurance Option

Unit members shall have the option to withdraw from participation in the N.Y.S. Health Insurance Plan. 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 as follows:

- (i) for unit members hired prior to July 1, 2008: 50% of the premium in effect during that 12 month period for individual and family insurance coverage, to a maximum amount of \$7,370;
- (ii) for unit members hired on or after July 1, 2008: \$3,500.

Open period for health plan changes shall be May 1 through June 15 in the absence of qualifying events as defined in the health insurance plan.

C. Dental Insurance

The Board shall forward to the ERAA \$900 per full-time member and a pro-rata amount for part-time members as of July 1 for each member in the employ of the District for the purpose of the ERAA providing each member with a dental plan. The Board's contribution to the dental plan shall be in ten monthly payments on a monthly basis commencing on July 1. Said contribution shall be the full extent of the District's contribution for dental insurance.

D. The District shall continue to make available to unit members a flexible benefit plan in accordance with the provisions of Section 125 of the I.R.S. Code. Such plan shall include payment for health and dental insurance premiums, and Health Care and Dependent Care Expense Reimbursement Account options.

E. The District shall provide members of the bargaining unit with the protections afforded by Public Officers Law section 18 provided that the unit member complies with the requirements set forth in that statute, and provided further that the underlying matter is of the type covered by Public Officers Law section 18.

ARTICLE X

LEAVE POLICIES

Section 1. Sick Leave and Personal Leave

A. Administrators shall be allowed a maximum of 15 sick leave days per year without loss of pay, four of which may be used for personal leave days. Sick leave shall be interpreted to mean absence due to personal illness, illness of spouse or parents or dependent children, and religious beliefs. A maximum of two days annually may be used for religious observance. Personal leave shall include compelling personal business that cannot be transacted at any time except school hours. It is understood that personal leave does not include recreational activities, vacation, marriage, honeymoon, etc. Unused personal leave days shall be added to unused sick days, accumulating to a total of 200 days of sick leave. A job-incurred accident shall not be charged against sick leave during the first 182 days. Each member shall receive a written notification of accumulated sick leave days within the first month of each school year.

B. Each member shall utilize his/her personal leave privilege maturely and professionally, in compliance with the guidelines set forth in this agreement. The Board, recognizing this, agrees that a member will not be required to furnish any explanation when

notifying the principal or Superintendent of his/her intention to take a personal leave day.

C. Notwithstanding Section 1.B of this Article, requests for personal leave immediately prior to or immediately following holidays or vacation periods must receive prior approval of the Superintendent.

Section 2. Absence for Death in the Immediate Family or of a Close Relative

Each member shall be entitled to a maximum of five days for a death in the family for the following: husband, wife, domestic partner/significant other, son, daughter, stepchild, father, mother, mother-in-law, father-in-law, sister, brother, or any dependent living within the immediate household. These days shall be exclusive of sick leave and non-cumulative.

Each member shall be entitled to a maximum of two days for a death in the family for the following member or spouse's: brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild. These days shall be exclusive of sick leave and non-cumulative.

Each member shall be entitled to a maximum of one day for a death in the family for the following member or spouse's: aunt, uncle, niece, nephew. These days shall be exclusive of sick leave and non-cumulative.

Section 3. Extended Illness

In the event a member has used all his/her accumulated sick leave, he/she shall receive a special sick leave compensation based on the difference of his/her daily salary rate and the District's daily rate for substitutes for five (5) days for each year of service to the District. Credit for years of service in computing special sick leave will only

be granted once for each year of service. Any further request for sick leave compensation shall be referred to the Board.

Section 4. Court Attendance

A. Each member who serves as a juror during the school year shall continue to receive his/her school district salary. Jury duty pay, in turn, shall be given to the school district. However, members should give consideration to postponing their jury duty to such times when the school is not in session. In such cases, jury duty pay shall be kept by the member.

B. In cases where court attendance is required, a member shall receive his/her salary to a maximum of five (5) days per school year. However, if such absences shall exceed this limitation, the matter shall be referred by the Superintendent to the Board for special consideration.

Section 5. Absence-by-request

Absence-by-request means absence beyond the leave policy which has been approved in advance by the Superintendent as justifiable because of urgently extenuating circumstances. Absence-by-request shall not exceed a maximum of five (5) days in a given school year and shall not be granted for vacation or recreation purposes. Salary deduction for absence-by-request shall be made at the rate of 1/220 of the member's annual salary.

Section 6. Leave of Absence Without Pay

A. Members may receive a leave of absence of up to one year for personal health reasons.

B. Maternity and Child Rearing Leave

1) In the event that a member becomes pregnant, she may continue to work as long as she is physically capable of performing the normal duties of her title, and she may return to work whenever she is physically capable of performing the normal duties of her title effectively.

2) Paid sick leave accumulated by the member may, at the option of the member, be applied to any disability caused, or contributed to, by pregnancy, miscarriage, abortion, child-birth, and/or recovery therefrom.

3) A member shall be granted childbearing leave upon written request for the purpose of caring for his/her newborn infant or adopted infant. Such leave shall be without pay.

4) In the event that the adoption of a child legally requires a member to remain at home with the child for a specified period of time, a leave of absence without pay will be granted to the member for this purpose.

5) In no case shall the combined total of unpaid and paid leave for maternity or child rearing or adoption exceed two (2) years.

6) Returning from maternity leave notice must be given by April 1.

ARTICLE XI

RETIREMENT

Unit members who meet the eligibility requirements specified below and who provide timely notice of their intent to retire from the District shall receive a lump sum of \$16,000 plus \$100.00 per day for each day of unused sick leave to maximum 100 days.

Eligibility: At the end of the school year in which the unit member becomes 55 years old and is qualified to retire under the rules of the New York State Teacher's Retirement System ("TRS") with or without a TRS penalty, or the first year the unit member is eligible to retire under the rules of the TRS without TRS penalty¹.

Notice: The unit member will provide the District with an irrevocable letter of intent to retire no later than March 1.

Incentive for June 2012 Retirees: Unit members who are eligible to retire in accordance with the provisions of this article and who provide the District with an irrevocable letter of intent to retire by no later than March 1, 2012 with an effective date of retirement no later than June 30, 2012, shall receive a lump sum of \$16,000, plus \$200 per day for each day of unused sick leave to a maximum of 100 days. This provision will sunset June 30, 2012.

ARTICLE XII

BUILDING LEVEL PRACTICES AND PERSONNEL

1. No professional or non-professional staff shall be assigned to a building without consultation with the building principal.
2. There shall be no reduction in building level staff (professional and non-professional) without prior consultation with the building administrator.
3. Unit members, except building principals, shall not be required to attend monthly Board of Education meetings unless specifically requested by the Superintendent.

¹ The "first eligible" requirement shall not apply to unit members with 20 years or more of service in the East Rockaway Administrators' bargaining unit.

ARTICLE XIII

PROFESSIONAL DEVELOPMENT

1. The Board shall provide a fund in the amount of \$500 per member per year for the purpose of professional development activities as approved by the Superintendent. The Superintendent may, in his/her discretion, approve larger amounts for this purpose.

2. Notification of proposed attendance at a professional development activity shall be given to the Board or its designee at least one month prior to the commencement of the event.

3. Time spent in attendance at professional development conferences approved by the Superintendent, including travel time, shall not be counted as vacation time, holiday or personal leave time and will be treated in all respects as part of normal performance duties during the work year.

4. Within one month following attendance at a professional development conference or activity, a member shall submit to the Superintendent a brief written report of the conference or activity.

ARTICLE XIV

SALARIES AND RELATED MATTERS

1. The salaries for members of this unit shall be in accordance with the salary schedule annexed as Appendix A and Appendix A-1.

Effective July 1, 2011: 0% + Increment

Unit members who are not increment-eligible shall receive \$3,000 (not

added to base salary), as a one-time payment, which shall be payable in equal payroll installments throughout the 2011-2012 school year.

Effective July 1, 2012: 0% + Increment

Effective July 1, 2013: 2% + Increment

2. Effective July 1, 2012:

Level 1 (\$1,500) to be paid annually to any member upon completion of 10 years in the unit or 20 years in the district.

Level 2 (\$2,500) to be paid annually to any member upon completion of 15 years in the unit or 25 years in the district.

Level 3 (\$3,500) to be paid annually to any member upon completion of 20 years in the unit.

Longevity payments will not increase with any future salary increases nor will they be cumulative. Such payments shall be made in accordance with the provisions contained in Appendix B.

Effective July 1, 2011, the fine arts stipend will increase to \$6,046 and will not be subject to any future salary increases.

3. Unit members will be evaluated on an annual basis consistent with applicable law in a format determined by the Superintendent. The annual evaluation will include a rating of High Effective, Effective, Developing or Ineffective. In the event that a unit member receives an Ineffective rating, his/her salary for the following year will be reduced by \$1,200.00.

4. APPR. The parties agree that they will continue to negotiate with respect

to APPR in accordance with the requirements of Education Law section 3012-c and applicable regulations and that the final APPR Plan, which shall be subject to adoption by the Board of Education, shall not be made physically a part of the parties' collective bargaining agreement.

ARTICLE XV

NEGOTIATING A SUCCESSOR AGREEMENT

Either party may request the opening of negotiations for a successor agreement. The request shall be made not earlier than January 1 or later than February 1 of the final year of the Agreement except by mutual consent. Within fifteen (15) days following the request, the parties shall agree on a date and time for the first meeting.

ARTICLE XVI

APPROVAL OF THE LEGISLATURE

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 therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XVII

DURATION OF AGREEMENT

The term of this Agreement shall be from July 1, 2011 through June 30, 2014.

For the East Rockaway
Administrators Association
By: Timothy B. Silk
Timothy B. Silk
President

For the East Rockaway
Union Free School District
By: Roseanne C. Melucci
Roseanne C. Melucci, Ed.D.
Superintendent of Schools

APPENDIX A

EAST ROCKAWAY UFSD

2011/2012 SALARY SCHEDULE

STEP	HS PRIN	ELEM PRIN	HS AP	AD	DIR GUID
1	151,456	139,985	132,263	126,844	120,000
2	154,486	142,713	134,837	129,381	122,400
3	156,815	145,495	137,461	131,969	124,848
4	159,952	148,332	140,139	134,608	127,345
5	163,150	151,227	142,868	137,300	129,892
6	166,413	154,180	145,653	140,047	132,490

2012/2013 SALARY SCHEDULE

STEP	HS PRIN	ELEM PRIN	HS AP	AD	DIR GUID
1	151,456	139,985	132,263	126,844	120,000
2	154,486	142,713	134,837	129,381	122,400
3	156,815	145,495	137,461	131,969	124,848
4	159,952	148,332	140,139	134,608	127,345
5	163,150	151,227	142,868	137,300	129,892
6	166,413	154,180	145,653	140,047	132,490

2013/2014 SALARY SCHEDULE

STEP	HS PRIN	ELEM PRIN	HS AP	AD	DIR GUID
1	154,485	142,785	134,908	129,381	122,400
2	157,576	145,567	137,534	131,969	124,848
3	159,951	148,405	140,210	134,608	127,345
4	163,151	151,299	142,942	137,300	129,892
5	166,413	154,252	145,725	140,046	132,490
6	169,741	157,264	148,566	142,848	135,140