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TA/6577

AGREEMENT

Between

EDINBURG EDUCATION ASSOCIATION

and

EDINBURG COMMON SCHOOL DISTRICT

July 1, 2009 – June 30, 2011

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

NOV 24 2009

ADMINISTRATION

11 Employees

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ARTICLE 1

RECOGNITION

The Edinburg Common School District Board of Trustees, having determined that the Edinburg Education Association is supported by a majority of the teachers in a unit composed of all professional certified instructional personnel employed during the school year, except the Superintendent, hereby recognizes the Edinburg Education Association as the exclusive negotiation agent for the teachers of such unit.

ARTICLE 2

AGREEMENT

The Superintendent and Board of Trustees of the Edinburg Common School District (hereinafter "District") and the Edinburg Education Association (hereinafter "Association") hereby enter into this Memorandum of Agreement in complete and final settlement of all issues proposed and negotiated for the **July 1, 2009 – June 30, 2011** collective bargaining agreement. The terms of this Memorandum of Agreement shall supersede all prior collective bargaining agreements and understandings. Any Articles, sections or portions of the 2003-06 Agreement not discussed herein shall continue and be incorporated into the successor collective agreement. The terms of this Memorandum of Agreement shall not be effective unless and until they are approved by the Board of Trustees of the District and ratified by the Association.

ARTICLE 3

NEGOTIATION PROCEDURES

1. Upon expiration of the contract the Agreement will be renegotiated. The parties will meet within 15 school days of a request by either party for a meeting to open contract negotiations. The request for renegotiations shall be made between January 1 and February 5.
2. The first meeting between the parties will be for the purpose of setting ground rules for the forthcoming negotiation and exchanging proposals.
3. The parties agree that their representatives will be clothed with authority to receive proposals, make proposals and counterproposals and to enter into a tentative agreement on all matters brought to the negotiation table.

ARTICLE 4

GRIEVANCE PROCEDURE

The parties to this Agreement declare their joint intent to promptly resolve complaints through the procedure below.

Definition

A *grievance* is a complaint by a unit member based on an alleged violation, misinterpretation or misapplication of the provisions of this Agreement.

Steps

1. The unit member shall present his/her complaint in writing to the Superintendent. The grievance shall state specifically the provision of this Agreement that has been violated.
 - a. If a unit member does not file a grievance in writing within 10 school days after the member knew or should have known of the act or condition on which the grievance is based, then all rights to the grievance and arbitration procedure shall be waived.
 - b. Within 10 school days of receipt of the complaint the Superintendent shall present to the unit member a written decision.
 - c. If the decision at Step One is not acceptable to the aggrieved member, he/she may file a written request for a review by the Superintendent within 10 school days after receiving the written decision.
2. If the aggrieved member is not satisfied with the review of the decision by the Superintendent, the aggrieved member may file a request for review with the District.
 - a. Within 10 school days of receipt of such request the District shall render a written report which shall be forwarded to the aggrieved member and the Association president.
 - b. If, at any step of the grievance procedure, the aggrieved member is satisfied with the District's decision, the aggrieved member can terminate the grievance procedure.
 - c. If the aggrieved member does not appeal the grievance to the District within 10

school days of the date of receipt of the previous decision, then the issue shall be considered resolved.

3. If the aggrieved member is not satisfied with a determination of the District, the Association may, within 10 school days after the decision of the District, request arbitration. All such requests shall be submitted to arbitration under voluntary arbitration rules of the American Arbitration Association.
 - a. The cost of the services of the arbitrator, including expenses, if any, will be shared equally by the District and the Association.
 - b. The arbitration proceedings will not be held during school hours.
 - c. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall have no power or authority to make any ruling which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
4. If a grievance is not processed from one stage to the next stage of the grievance procedure within the time limits specified, all further rights to the grievance or arbitration procedure shall be waived.

ARTICLE 5

ASSOCIATION RIGHTS

1. The Association will have the right to use building space for the Association meetings at the discretion of the Superintendent.
2. When the Superintendent calls a unit member to a meeting to discuss disciplinary matters, the unit member or Superintendent shall have the right, upon request, to have the Association President at the meeting.
3. The Association's delegate(s) shall be granted excused absence for a total of three days a year for Association conferences. The time used will not be charged against sick or personal leave.

ARTICLE 6

TEACHING CONDITIONS

1. The workday shall be **7 hours and 20** minutes long. Unit members may be required to remain beyond the regular instructional day.
2. All unit members will have a duty-free lunch period of 30 minutes. This time is to be included as part of the school day.
3. Each unit member will have a total of 230 minutes of preparation time in a normal 5-day week.
4. Upon prior approval of the Superintendent, unit members using their automobiles for authorized school business will be reimbursed at the maximum rate allowed by the IRS.
5. Each unit member will be given time during each work year for completing parent conference responsibilities. Unit members will be available two evenings per year as assigned by the Superintendent. When such evening assignments are scheduled, afternoon conferences with parents shall end at 4 p.m. The two evening conferences will be scheduled from 6 – 8 p.m. Such conferences shall be without additional compensation.
6. When unit members lose preparation time as result of the unavailability of a special teacher, the District shall not be required to make up the member's lost preparation time as long as the teacher receives at least 230 minutes of such preparation time per week.
7. Unused snow days will not be counted as part of the instructional school calendar and will be scheduled as mutually agreed upon by the District and Association.

ARTICLE 7

DUES DEDUCTION

1. The District will, after receiving authorization cards, collect dues in the amount to be prescribed by the Association over a 10-month period, in nearly equal installments, commencing with the second paycheck of the school year.

2. Monies collected biweekly will be deposited in a bank account at NBT.
3. In the event a unit member is no longer employed by the District, dues deduction will stop with termination of employment.

4. **Payroll Deduction Authorization**

Social Security Number _____
 Last Name _____ First _____ M ____
 District Name _____
 Organization _____

To the District

I hereby authorize you, according to arrangements agreed upon with the above organization, to deduct from my salary and transmit to NBT, dues as certified by said organization. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the District and all its officers from any liability therefor. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1 and September 15 of any given year.

Member signature: _____ Date: _____

ARTICLE 8

UNIT MEMBER EVALUATION/PERSONNEL FILE POLICY

Unit Member Evaluation

1. Each nontenured member of the bargaining unit shall be evaluated in the classroom a minimum of two times annually and all other members at least once annually.
2. Each member shall have the right to read, sign, date, and discuss the evaluation report with the administrator who conducts the evaluation, prior to its submission to the personnel file.
3. A limit of 90 minutes per day may be spent for observation for the purpose of unit member evaluation. The 90-minute time period need not be continuous.

4. Each member shall have the right to meet with the evaluator within 5 school days of the observation to discuss the lesson and to receive the written evaluation.
5. Each member shall have the right to submit a written response to each evaluation and have said response attached to each such evaluation prior to its incorporation into the permanent personnel file.
6. In the event that the District is considering the dismissal of a unit member for poor performance as a result of evaluation, it will provide at least one written warning. A meeting will be scheduled within 3 school days following the written notice between the Superintendent and the member for the purpose of improving his/her performance in order to continue his/her employment.
7. A member will normally be given a reasonable period of time (60 days) in which to show performance improvement. At least two additional evaluations will be done within the 60-day period.
8. If the District still determines that the member should not be reappointed or should be dismissed, it will give said member written notice a minimum of 60 days prior to June 30, with reason for such action.
9. The District shall notify a probationary unit member of nonappointment to tenure by April 30 of each school year. *Notify*, as used herein, refers to the Superintendent's recommendation of nonappointment as required by 3031 of the Education Law.

Personnel File Policy

1. Each unit member's personnel file shall be maintained in the Central Administrative Office. When new material (defined as material dated July 1, 1983, and thereafter) is added to the file, the unit member shall be afforded the opportunity to affix his/her signature to the copy to be filed. Such signature does not indicate agreement with the contents of the material.
2. The personnel file, with the exception of college placement folders, references or materials from a confidential outside source, shall be available to the unit member for examination at the convenience of the member and the Central Administration Office staff. The unit members shall have the right to make a response to any material filed (including material dated prior to July 1, 1983) and such response shall become a permanent part of the personnel file. The member shall also have the right to make copies of any materials contained in such file other than the exceptions listed in the first sentence of this paragraph.

ARTICLE 9

RETIREMENT

1. Any members of the Association who are eligible for retirement in accordance with the rules of the New York State Teachers' Retirement System and the provisions of this Article who notify the District on or before the monthly District meeting in October of their intention to retire at the end of the school year, or in February of their intention to retire mid-year of the following year and do in fact retire, shall receive additional compensation as set forth in Section 4 of this Article.

The Board of Trustees may grant waivers at their discretion to a unit member at any time. Compensation because of special consideration shall be paid no later than the next school year budget.

2. To be eligible for additional compensation, the prospective retiree:
 - a. Must have 10 years of service in the District and a minimum of 50 accumulated sick leave days in order to qualify for retirement incentive under this provision.
 - b. Having been employed by the District for 10-20 years must have a minimum of 5 days of leave for each year of service in the District in order to qualify for the retirement incentive under this provision. (Exceptions to this minimum accumulation of leave days shall be made where a member has suffered a medically certified long-term illness or accident which has prohibited him/her from accumulating the required number of leave days.)
 - c. Must complete his/her final year of service. Exceptions to this requirement shall be granted for health reasons. The Board may require medical certification that such health reasons exist.
3. Additional compensation payment shall be made between July 1 and July 15 of the calendar year of the year of retirement.
4. Additional compensation shall be computed by multiplying the employee's leave accrual at the time of retirement, up to a maximum of 200 days, by the rate of fifty dollars (\$50).
5. Single plan health and dental insurance will be offered to retiring unit members who have completed eighteen (18) years of service within the Edinburg Common School District. Coverage will be provided under the same provisions as if they were current employees (and the rate paid by the retiree will stay at the same as is paid at the time of retirement). Two-person or family coverage may be obtained by the retiree by paying the difference in premium cost between an individual plan and the two-person or family plan.

ARTICLE 10

HEALTH AND DENTAL INSURANCE

1. The District shall make available to the members of the Association a health and dental plan which is comparable to that currently provided. Unit members, as a group, may recommend to change medical insurance carriers, subject to Board approval.
2. The District shall contribute 85 percent of the cost of health and dental insurance with the employee contributing the remaining percent of premium cost by way of a payroll deduction.
3. Effective July 1, 2003, the District shall contribute 80 percent for new unit members with the employee contributing 20 percent of the premium cost of health and dental insurance by way of a payroll deduction.
4. Effective July 1, 2003, the District has implemented Internal Revenue Code Section 125 POP (Premium Only Plan) to cover health and dental insurance. The POP administrator will be identified by the District and the Association will be responsible for their share of the maintenance cost.

ARTICLE 11

WORKERS COMPENSATION

Whenever a unit member is absent from employment because of injuries resulting from an accident or assault, occurring in the course of employment, which is not a result of the member's own negligence, the member will be paid his/her full salary less the amount of any workers' compensation awarded for a period not to exceed the remainder of the school year in which the injury occurred. No part of such absence shall be charged against the member's accumulated sick leave.

ARTICLE 12

LEAVE ALLOWANCE

1. Sick Leave

- a. All unit members will be granted 18 days absence each school year. Leave days, excluding days for health related reasons, may not be granted the day before or the day following a vacation or holiday, without prior Board approval.
- b. A member absent 5 consecutive days due to personal illness or injury may be required to present a physician's certificate. Should a physical examination be requested, the expense shall be borne by the District.
- c. All unused leave days will accumulate to a total of 200 days. Any unit member who accrues more than two hundred (200) days shall be compensated annually for the days in excess of 200 during any school year. Such compensation shall be at the rate of fifty dollars (\$50) for each day and paid prior to October 31st of the school year in which the excess days are accumulated.
- d. Additional leave can be granted at the discretion of the Superintendent.
- e. Leave days may be taken in half-day blocks or multiples thereof.

2. Maternity Leave

The District will adhere to all legal requirements regarding maternity leave.

3. Emergency Leave

In addition, up to 5 days per year will be granted to each unit member in the event of a death of an immediate family member, or an extreme emergency, subject to the approval of the Board of Trustees. Immediate family is defined as husband, wife, children, father, mother, brothers, sisters, grandfather, grandmother, mother-in-law, father-in-law, son-in-law, daughter-in-law, **brother-in-law, sister-in-law**, aunt, uncle, grandchildren or person(s) who reside with the employee in a "family-like" (i.e., a man and woman living together as husband and wife although not married) situation. Additional emergency days may be requested by an employee subject to the approval of the Board of Trustees. Any such additional days granted by the Board shall be deducted from the employee's accumulated leave.

4. Professional Visitation Days

Upon the approval of the Superintendent, each unit member will be allowed two professional visitation days per year with pay to be used for the purpose of professional enrichment.

5. Leave Without Pay

Leaves of absence without pay may be applied for by unit members, in writing, to the Superintendent. The District retains complete discretion whether any such leave shall be granted.

ARTICLE 13

SUMMER WORK

In-service work during the summer will be compensated based on 1/200 of the unit member's salary schedule for each school work day. The District, at its discretion, may grant the in-service work to be performed during the school year.

ARTICLE 14

IN-SERVICE CREDIT

1. In-service workshop credit may be granted by District approval as a graduate credit. The ratio will be one graduate credit for every 15 clock hours of in-service training.
2. The intent of this policy is to encourage unit members to continue their education in order that they may enhance their teaching effectiveness and acquaint themselves with new educational concepts and techniques in the field of education.

ADMINISTRATIVE COVERAGE

A unit member will provide administrative coverage and be responsible for school issues and disciplinary decisions when the Superintendent is unavailable to the District. The Unit member must be available until all buses are back at the garage in the afternoon. The office will be responsible for contacting the unit member when administrative coverage is needed. The stipend will be \$30.00 per day (one half day intervals).

MENTOR

Each mentor will receive \$500.00 per year for mentoring responsibilities as indicated in the "Mentoring Plan".

ARTICLE 15

SCOPE OF AGREEMENT

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the mutual consent of the parties in a written and signed amendment to this Agreement. If an individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

ARTICLE 16

SCHOOL CALENDAR

The school calendar shall reflect 181 days. One (1) calendar day will be used for the purpose of scheduling, room set up, and will be within three (3) work days prior to Labor Day. The District shall consider written Association suggestions for scheduling vacations and holidays in its preparation of the annual school calendar. The District shall not be obliged to consider Association suggestions made after January 1 of each school year.

ARTICLE 17

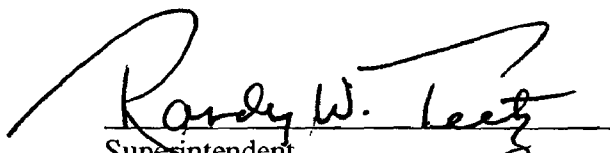
NON-RESIDENT TUITION

Non-resident tuition rates will be waived for unit members.

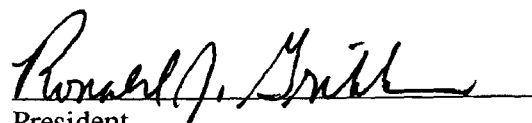
ARTICLE 18

MANDATORY LEGISLATIVE CLAUSE

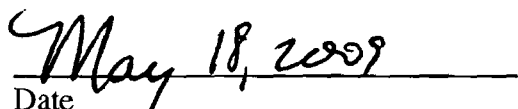
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.



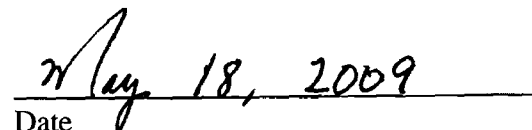
Superintendent
Edinburg Common School District



President
Edinburg Education Association




Date

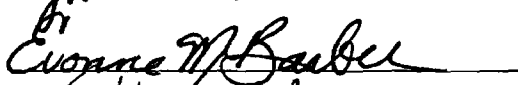


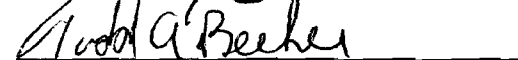
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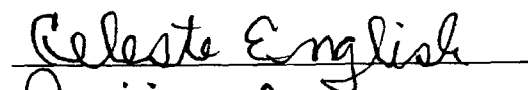
Board of Trustees


Edinburg Education Association

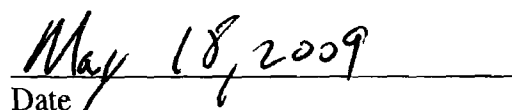




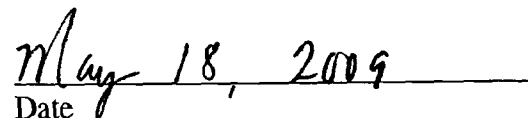








Date



Date

ARTICLE 19

SALARY

July 1, 2009 – June 30, 2011

1. Salary schedule:

<u>Step</u>	<u>Amount</u>
1	33,000
2	33,500
3	34,000
4	34,500
5	35,000
6	36,000
7	37,080
8	38,192
9	39,338
10	40,518
11	41,734
12	42,986
13	44,276
14	45,604
15	46,972
16	48,381
17	49,832
18	51,327
19	52,867
20	54,453
21	56,087
22	57,769
23	59,502
24	61,287
25	63,126
26	65,335
27	67,622
28	69,989

2. Existing Unit members will receive \$38 per credit hour for all approved graduate courses, which lead to an advanced degree or is directly related to the improvement of instruction. The Superintendent must give approval to any course work prior to enrolling in the course.

3. New employees hired after July 1, 2000, will be compensated for credit hours only following master's degree completion.
4. In order for credit hour reimbursement to contribute toward teacher compensation for a given school year, completion slips must be submitted to the Superintendent no later than August 15 of the given school year.
5. Upon completion of a master's degree, an additional \$1,100 will be included in the unit member's salary.