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AGREEMENT

BETWEEN

THE SUPERINTENDENT OF SCHOOLS

EAST ROCHESTER UNION FREE SCHOOL DISTRICT

AND

THE EAST ROCHESTER ADMINISTRATORS ASSOCIATION

July 1, 2007 - June 30, 2012

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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 Superintendent of Schools of the East Rochester Union Free School District in East Rochester, New York (hereinafter called the "School District" or "District") and its supervisory and Administrative employees (hereinafter called "Administrators") represented by the East Rochester Administrators Association (hereinafter called "Association"), the District and Association enter into this Agreement.

ARTICLE II - RECOGNITION

1. The Board hereby recognizes the ERAA as the exclusive bargaining agent and representative for all Administrative and supervisory personnel in the East Rochester Union Free School District, including the Directors and Psychologists, except for the Superintendent of Schools and Assistant Superintendents.
2. Newly created or substantially altered existing supervisory or Administrative positions shall be automatically included in this recognition and shall be represented by the Association for the purpose of determining the terms and conditions of their employment upon the creation or alteration of such positions, with the exception of positions that may be created and attached to the Superintendent's Office.

ARTICLE III - ASSOCIATION RIGHTS

1. With prior approval of the building principal, the Association may have the use of school buildings without cost and at reasonable times for meetings.
2. The Association will be permitted to use school typewriters, copying machines or other duplicating machines, audio visual equipment and other equipment relating to the on-going business of the Association, providing that such equipment is not otherwise in use and that said equipment is utilized at reasonable times and on school property for legal Association activities. It is understood that in all matters relating to this use the Association will provide and indicate so, their own materials.
3. The District shall deduct from the salary of each Administrator who so authorizes in writing, dues for membership in any appropriate professional organization so designated by said member, and shall promptly transmit such deductions to the authorized organization or association.
4. The District shall print copies of this Agreement and distribute a copy to each member of the Association.

Article IV - NEGOTIATION PROCEDURES

1. Negotiations for a successor agreement shall be commenced at any time upon the request of either party. A mutually acceptable meeting date shall be set not

more than fifteen (15) calendar days following such request. In any given year, such request shall be made not earlier than November 1 or not later than December 1 except by mutual consent. A tentative list of items for negotiations shall be submitted in writing by each party to the other at least one week prior to the first meeting.

2. Following the initial meeting, such additional meetings shall be held until the parties reach an Agreement, or until an impasse is reached.
3. If the parties cannot agree on a successor agreement, the parties will be governed by the provisions of applicable laws and regulations.

ARTICLE V - RESPONSIBILITIES OF ADMINISTRATORS

1. Each member covered by this Agreement shall perform the duties outlined for his/her position in the job descriptions which are included as part of the Board Policy Manual and as may be amended and/or revised by the Board.
2. Proposed changes in any job description will be made known to the ERAA prior to Board approval of those changes.

ARTICLE VI - THE WORK YEAR AND THE WORK DAY

A. The Work Year

All administrators shall work a twelve-month year. All administrators shall receive all official school holidays including those in accord with the Independence and Labor Day, and will also be entitled to twenty (20) days of paid vacation per year. Administrators who do not work during school recesses must be on pre-approved vacation. Effective July 2007, administrators with 10 years in an administrative unit position in the district will be entitled to twenty-two (22) days of paid vacation per year; with 15 years, twenty-three (23) days of paid vacation per year; and with 20 years, twenty-five (25) days of paid vacation per year.

Administrators shall be entitled to bank up to forty (40) vacation days. Administrators are encouraged to take at least twenty (20) days of vacation per year. Vacation days may be taken with prior approval of the Superintendent, provided, however, that the Superintendent can define "closed periods" during the school year during which vacation may not be taken. In the event that an Administrator leaves the employ of the district for any reason, he or she is entitled to receive an amount equal to the total number of unused vacation days, up to a maximum of forty (40) days, times his/her current per diem rate of pay (1/240th). This amount will be paid to the employee in a manner approved by the Superintendent of Schools.

1 B. The Work Day

- 2
- 3 1. It is recognized by both parties of this Agreement that, as a matter of principle,
- 4 there can be no rigid time limits set upon an individual's performance when carrying
- 5 out responsibilities assigned to his or her position. The nature of the Administrators
- 6 role requires a commitment in time and energy above and beyond that which is
- 7 required in general of other employees in the District.
- 8
- 9 2. Accordingly, the building Administrators are subject to performing all their duties
- 10 and obligations, including those which are required by the District in order to meet
- 11 responsibilities to the Administration, other staff members, parents and children.
- 12 Consistent with the requirements established above, each individual shall retain his
- 13 flexibility in determining specific hours of work.
- 14

15 **ARTICLE VII – SALARIES**

16
17 Administrative salary increases will be 4% for each year of this agreement.

18
19 **ARTICLE VIII – LEAVES**

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21 A. Sick Leave

22

23 Each member shall be allowed sick leave without loss of salary for 12 days in the

24 work year because of personal sickness or personal physical disability including

25 pregnancy-related illness or disability. If the member does not utilize the full

26 amount of sick leave allowed in any work year, the amount not so utilized shall

27 be accumulated from year to year. These days shall be allowed to accumulate to

28 240 days. On the first day of each work year the member shall be credited with

29 the amount of sick leave allowed for that year, which shall consist of all

30 accumulated sick leave days plus an additional 12 days. The Board shall

31 maintain an account of sick leave days accumulated by and allowed to each

32 member and shall by September 1 of each work year inform the member in

33 writing of the number of sick leave days credited to his account. Members shall

34 be allowed to participate in the District's non-instructional sick leave bank.

35

36 B. Bereavement Leave

- 37
- 38 1. At the discretion of the Superintendent, bereavement leave shall consist
- 39 of up to five (5) days for the death of a relative or other person and shall
- 40 not be considered as part of the sick leave allowance.
- 41 2. The Superintendent may grant additional emergency, death, serious
- 42 illness or funeral leave in circumstances which, in his judgement, are
- 43 justified.
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45 C. Jury Duty

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The member shall be granted leave without loss of pay as may be necessary in order to perform jury duty. Such leave shall not be deducted from any other leave allowance. Any monies received for such duty, less expenses, shall be turned over to the District.

D. Judicial and Administrative Proceeding

When a member is required to appear in court, or before any other judicial or administrative agency, leave without loss of pay for such time as is necessary to appear shall be granted, providing that the appearance is connected with the professional duties and responsibilities of the Administrator. Each member shall be allowed leave without loss of pay for time required to appear in court or for appearance in any other judicial or administrative proceeding where such appearance is in response to a subpoena. Included as part of the leave time allowed under this sub-paragraph shall be the time required to travel to and from the place where the appearance is made. Leave allowed under this sub-paragraph shall not be charged against other leave provided by this Agreement.

E. Graduation and Awards

Each member shall be entitled to leave of one day without loss of pay to attend his own graduation or a ceremony at which he is the recipient of an award or special honor. Such leave day will not be charged against other leave allowed by this article.

F. Personal Leave

Each member shall be allowed three days of personal leave without loss of pay in each work year to attend to those personal matters which cannot be attended to at a time other than a normal work day.

G. Child Rearing Leave

A member shall be granted leave up to one year for each birth of a child without loss of tenure rights or any other position-related right. Such leave shall be without pay. for the purpose of this sub-paragraph, multiple births shall be deemed to be a single birth. The member shall notify the Board in writing within three months after the pregnancy has been determined. An application for child-rearing leave accompanied by a statement from a physician indicating the probable date of delivery shall be made at any time prior to the end of the seventh month of pregnancy. The member may continue employment at all times during pregnancy and immediately after delivery, provided, however, that the Board may require a physician's certification as to fitness for work of each member after delivery.

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H. Family Leave

In instances of severe illness in an Administrator's immediate family requiring his or her presence at home, the Administrator will be granted five days per year family leave which shall be deducted from accumulated sick leave. An additional ten days per year may be allowed at the discretion of the Superintendent and shall be deducted from accumulated sick leave.

I. Paid Leave

Any unit member may request a paid leave of absence to be granted only upon the recommendation of the Superintendent and the approval of the Board of Education.

J. Children of Administrators

In recognition of current practice in the District established through a Memorandum of Agreement, members of the East Rochester Administrators Association who live outside the district who wish to have their children attend the East Rochester School District may do so upon appropriate notification to the District.

ARTICLE IX – BENEFITS

A. Health Insurance

Effective July, 2007, the District will pay 85% of BluePoint Value or an equivalent plan. Administrators may remain in the plan selected during the 2006-07 school year and the District will pay 85% of the plan premium.

For administrators the District will pay 100% (one-hundred percent) of the premium cost for the blue Cross/BlueShield Smile Saver Dental Plan for individual or family coverage.

B. Health Trust

Each year of this contract, the District will contribute \$1,900 to a 105H Health Reimbursement Account effective July 1, 2007 for each Administrative employee covered under this contract.

The Plan Document shall be developed by the District in accordance with Internal Revenue Service regulations.

137 C. Income Protection

138
139 Effective July 1, 2007, the District shall allocate \$750 per administrator per
140 year to a total pool from which Administrators may be reimbursed for
141 expenses for a life insurance or disability plan for all the members of the
142 bargaining unit. The plan shall be selected by individual members. The
143 amount will increase to \$1,000 effective July, 2008 and to \$1,250 effective
144 July 2009.

146 D. Staff Development

147
148 Unit members will be eligible to receive tuition or registration fees or refunds for
149 approved courses of study or training. Such work shall have the prior approval of
150 the Superintendent of Schools. Tuition/registration fee reimbursement will be
151 made upon successful completion of the course work.

152
153 The District shall allocate a minimum of \$1,000 per year for each Administrator
154 for the purpose of attending professional conferences and meetings, or enrolling
155 in graduate courses related to their assigned responsibilities, upon written
156 approval of the Superintendent.

157
158 When a unit member operates his/her own vehicle on District business, he/she
159 may claim reimbursement at the rate allowed by the District.

162 E. Benefits for Retirees

163
164 Eligibility: Any Administrator with ten years of full-time service in the East
165 Rochester School District and who has reached the age of 55 and who retires
166 shall be eligible for the following:

167
168 Recognizing past practice, the Administrator will receive at no cost to the
169 Administrator the current health plans in effect in the School District at the time
170 of his or her retirement. Under the current contract, the Administrator will be
171 entitled to the District's Blue Cross/Blue Shield medical, dental and prescription
172 plans.

173
174 The district will allow Administrator to participate in RASHP at District expense.

176 **ARTICLE X - CAREER AWARD**

177
178 A career award of \$25,000 will be paid to any Administrator with 10 years of
179 service in East Rochester who retires from the district. An Administrator must
180 give one-year advance notice of his or her intention to retire. The decision to
181 retire will be irrevocable.

183 **ARTICLE XI – VACANCIES**

184
185 When vacancies occur, Administrators will be so advised and given an
186 opportunity to express interest in them.
187

188 **ARTICLE XII - GRIEVANCE PROCEDURE**

189
190 A. Definition

- 191
192 1. "Grievance" is a claim by a member or group of members based upon any
193 event or condition affecting their salaries, welfare and/or terms and conditions
194 of employment, including but not limited to any claimed violation,
195 misinterpretation, misapplication or inequitable application of law, rules or
196 regulations, directions, orders, work rules, procedures, practices or customs
197 of the Board and Administration during the term of this Agreement.
198
199 2. "Chief Executive Officer" means the Superintendent of Schools.
200
201 3. "Grievant" means any party names in a grievance who is an aggrieved party.
202
203 4. "Party in Interest" means any party named in grievance who is not the
204 aggrieved party.
205
206 5. "Hearing Officer" means any individual or board charged with the duty of
207 rendering decisions at any stage of the grievance procedure.
208
209

210 B. Procedures

211
212 Stage 1: Chief Executive Officer – Informal
213

214 A member having a grievance will discuss it with the Chief Executive Officer
215 either directly or through an ERAA representative with the objective of resolving
216 the matter informally. The Chief Executive Officer will confer with all the parties in
217 interest, but in arriving at his decision will not consider any material or statement
218 offered by or on behalf of any such party in interest with whom consultation has
219 been had without the aggrieved party or his representative present. If the
220 member submits the grievance through a representative, the member may be
221 present during the discussion of the grievance.
222

223 Stage 2: Chief Executive Officer – Formal
224

225 If the grievance is not resolved informally, it may be reduced in writing and
226 presented to the Chief Executive Officer. Within five (5) school days after the
227 written grievance is

228 presented to him, the Chief Executive Officer shall, without any further
229 consultation with the aggrieved party, or any party in interest, render a decision
230 thereon, in writing, and present it to the grievant.
231

232 Stage 3: Board of Education 233

234 If either the grievant or ERAA is not satisfied with the decision at Stage 2, an
235 appeal may be filed in writing with the Board within fifteen (15) school days after
236 the Chief Executive Officer has given notice of such decision and has presented
237 such decision to the grievant.
238

- 239 1. Within ten (10) school days after the receipt of an appeal, or at the next
240 regularly scheduled Board meeting, whichever is later, the Board shall hold a
241 hearing on the grievance. The hearing shall be conducted in executive
242 session unless the grievant requests an open public hearing.
- 243 2. The Board shall render a decision and notice of such decision and a copy
244 thereof shall be given within five (5) school days after the conclusion of the
245 hearing. Notice of such decision and a copy thereof shall promptly be given to
246 the grievant and the President of ERAA.
247

248 Stage 4: Arbitration 249

- 250 1. After such hearing, if the ERAA is not satisfied with the decision of the Board
251 rendered at Stage 3, the ERAA may submit the grievance to arbitration by
252 written notice to the Board given within fifteen (15) school days after the
253 Board shall have given notice of its decision to the grievant and ERAA.
- 254 2. Within fifteen (15) days after such written notice of submission to arbitration
255 the Board and ERAA will agree upon a mutually acceptable arbitrator
256 competent in the area of the grievance, according to the rules of the
257 American Arbitration Association, and will obtain a commitment from said
258 arbitrator to serve.
- 259 3. The arbitrator will hear the matter promptly and will issue the decision not
260 later than thirty (30) calendar days from the date of the close of the hearing,
261 or, if oral hearings have been waived, then from the date when the final
262 statements and proofs are submitted to him. The arbitrator's decision will be
263 in writing and will set forth his findings of fact, reasoning and conclusions on
264 the issue.
- 265 4. The arbitrator shall limit his decision to the application and interpretation of
266 this Agreement, and to any remedy, if appropriate, which is not inconsistent
267 with this Agreement and is not contrary to law. However, he shall be without
268 power and authority to make any decision or recommendation pertaining to:
269 (a) Contrary to or inconsistent with, or modifying or varying in any way, the
270 terms of this Agreement or of applicable law or rules or regulations having
271 the force and effect of law.
272 (b) Involving Board discretion or Board policy under the provisions of this
273 Agreement, except that he may decide in a particular case, involving

- 274 Board discretion or policy, whether or not the Board applied such
275 discretion or policy discriminatorily, i.e., in a manner unreasonably
276 inconsistent with the general practice followed throughout the school
277 system in similar circumstances.
- 278 (c) Limiting or interfering in any way with the powers, duties and
279 responsibilities of the Board of Education under the applicable law, and
280 rules and regulations having the force and effect of law.
- 281 5. The decision of the arbitrator shall be final and binding upon all parties.
282 6. The costs for the services of the arbitrator, including expenses, if any, will be
283 borne equally by the Board and ERAA.
284

285 C. Rules of Procedure

- 286
- 287 1. All grievances shall include the name and position of the grievant, the identity
288 of the provision of law, this Agreement, policies, etc., involved in said
289 grievance, the time when and the place where the alleged events or
290 conditions constituting the grievance existed, the identity of the party
291 responsible for accusing the said events or conditions, if known to the
292 grievant and a general statement of the nature of the grievance and the
293 redress sought by the grievant.
- 294 2. Except for informal decisions at Stage 1, all decisions shall be rendered in
295 writing at each step of the grievance procedure, setting forth the reasons
296 therefor. Each decision when rendered shall forthwith be transmitted to the
297 grievant, the parties in interest, if any, and the President of ERAA.
- 298 3. If a grievance affects a group of members and appears to be associated with
299 system-wide policies, it may be submitted by ERAA directly at Stage 3,
300 described above.
- 301 4. The preparation and processing of grievance, insofar as practicable, shall be
302 conducted during the hours of employment. All reasonable effort will be made
303 to avoid interruption of administrative duties and to avoid involvement of
304 students in any phase of the grievance procedure.
- 305 5. The Board and ERAA agree to facilitate any investigation which may be
306 required and to make available any and all material and relevant documents,
307 communications and records concerning the grievance.
- 308 6. Except as otherwise provided at Stage 1, the grievant and any party in
309 interest shall have the right at all stages of a grievance to confront and
310 cross-examine all witnesses called against them and to call witnesses on
311 their own behalf, and to be furnished with a copy of any minutes of the
312 proceedings made at each and every stage of this grievance procedure.
- 313 7. No interference, coercion, strain, discrimination or reprisal of any kind will be
314 taken by the Board or by any member of the Board or by any member of the
315 Administration against the grievant, any party in interest, any representative
316 or any other participant in the grievance procedure or any other person by
317 reason of such grievance or participation therein.
- 318 8. Forms for filing grievances, serving notices, taking appeals and making
319 reports and recommendations and other necessary documents may be

320 developed and approved by both parties. The Chief Executive Officer will
321 then have them duplicated and distributed as the parties agree so as to
322 facilitate operation of the grievance procedure.

- 323 9. All documents, communications, and records dealing with the processing of a
324 grievance shall be filed separately from the personnel files of the participants.
- 325 10. Nothing contained herein will be construed as limiting the right of any
326 member having a grievance to discuss the matter informally with any
327 appropriate member of the Administration and to have the grievance
328 informally adjusted without intervention of ERAA, provided the adjustment is
329 not inconsistent with the terms of this Agreement and ERAA has been given
330 an opportunity to be present at such adjustment and to state its views on the
331 grievance, or to be heard with respect thereto before such adjustment
332 becomes final. In the event that any grievance is adjusted without formal
333 determination, pursuant to this procedure, while such adjustment shall be
334 binding upon the aggrieved party and shall, in all respects be final, said
335 adjustment shall not create a precedent or ruling binding upon either of the
336 parties to this Agreement in future proceedings.
- 337 11. The grievant may choose whomever he wishes to represent him at any stage,
338 except that such representative may not be an official of a competing
339 employee organization.
- 340 12. The Chief Executive Officer shall be responsible for accumulating and
341 maintaining an Office Grievance Record of each grievance which shall
342 consist of the written grievance, all exhibits, transcripts, communications,
343 minutes and/or notes of testimony, as the case may be, written arguments and
344 briefs considered at all levels other than Stage I and all written decisions at all
345 stages. Official minutes will be kept by a party agreeable to both sides at both
346 proceedings at Stages 2 and 3. A copy of such minutes will be made
347 available to the grievant and ERAA and within one week after the conclusion
348 of each hearing at Stages 1 and 2. Either party shall advise the appropriate
349 hearing officer in writing of any errors in said minutes. Any such claim of error
350 in the minutes shall become a part of the Official Grievance Record and the
351 hearing officer shall indicate the determination made respecting such claimed
352 error. The Official Grievance Record shall be available for inspection and
353 copying by the grievant, ERAA, and the Board, but shall not be deemed a
354 public record.
- 355 13. The existence of the procedure hereby established shall not be deemed to
356 require any Administrator to pursue the remedies here provided and shall not,
357 in any manner, impair or limit the right of any member to pursue any other
358 legal or appropriate remedies available in any other form.

359
360 D. Time Limits

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362 1. Since it is important to good relationships that grievances be processed as
363 rapidly as possible, every effort will be made by all parties to expedite the
364 process. The time limits specified for either party shall be extended only by
365 mutual agreement.

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2. Every grievance will be deemed waived unless the grievance is presented in writing at the first stage within fifteen (15) school days after the member knew or should have known of the act or condition on which the grievance is based.
3. The time of any party to a grievance who is entitled to appeal from any decision rendered with respect thereto shall run from the date when notice is served on such party, regardless of whether such service is late or whether it has been duly served on any other party entitled to notice thereof.
4. Failure at any stage of the grievance procedure to communicate a decision to the grievant, his representatives and ERAA within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
5. In the event a grievance is filed on or after June 1, in any year, efforts will be made by both parties to resolve the grievance before the end of the school term or as soon thereafter as possible.

ARTICLE XIII - NO STRIKE PLEDGE

- A. The board and ERAA recognize that strikes and other forms of work stoppage are contrary to the law and public policy. The Board and ERAA therefore subscribe to the principle that the differences between them shall be resolved without interruption of the educational program in the District.
- B. ERAA affirms that it does not assert the right to strike, nor to assist or to participate in any strike, or to impose an obligation on its members to conduct, assist or participate in such a strike.

391 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the
392 20th day of June 2007.

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SUPERINTENDENT OF SCHOOLS OF THE
EAST ROCHESTER UNION FREE SCHOOL
DISTRICT
EAST ROCHESTER, NEW YORK
BY *David Maffei*
SUPERINTENDENT

ASSOCIATION OF SCHOOL
ADMINISTRATORS OF THE
EAST ROCHESTER UNION FREE SCHOOL
DISTRICT
EAST ROCHESTER, NEW YORK
BY *Shula King*
PRESIDENT