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#### **Contract Database Metadata Elements**

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

Union: **East Aurora Administrators Association**

Local:

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AD1 | 9023

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

JULY 1, 2006 - JUNE 30, 2008



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

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD  
RECEIVED

NOV 24 2006

COUNSEL

East Aurora Union Free School District  
430 Main Street  
East Aurora, NY 14052  
Telephone: (716) 687-2300  
Website: <http://www.eaur.wnyric.org>



**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 Union Free 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, 2006 until June 30, 2008.

**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 Principals (12 months)  
High School Assistant Principal (12 months)  
Director of Pupil Services (12 months)  
Director of Information, Instructional Technology/Special Projects (12 months)  
Director of Health, Physical Education and Athletics (10 months)

**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. & 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 thirty (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 twelve month administrators commences July 1 of each year and ends on the subsequent June 30.

2.1.1 Vacation Benefits - Twelve month administrators will be entitled to vacation benefits under this Section. Eleven and ten month administrators do not receive vacation benefits, and therefore, for the purpose of this Section 2.1.1, the term “administrator” includes only twelve month administrators (except as specifically referenced in 2.1.1.5).

- 2.1.1.1 Administrators will be credited with twenty-five (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 twenty-five (25) new vacation days shall be credited prospectively and added to the total number of accumulated days to a maximum of one hundred (100) days.
  - 2.1.1.2 A maximum of 25 vacation 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 Twelve 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 x 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 sixty (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 but unused vacation days to a maximum of seventy-five (75) days at the rate of 1/240 of his annual salary for each day.
  - 2.1.1.5 Twelve month administrators whose positions are changed to eleven or ten months may choose to retain unused vacation days until termination from the District or may utilize them during the work year in accordance with 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 Administrators may "cash in" up to three accumulated vacation days calculated at the per diem rate.

## **2.2 ELEVEN MONTH ADMINISTRATORS**

The work year for eleven 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, eleven month administrators will work one-half of the total work days occurring between June 30 and September 1 of each year.

**2.3 TEN MONTH ADMINISTRATORS**

The work year for ten 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**

Twelve month administrators will be granted fourteen (14) paid holiday days of absence each year.

**2.5 PERSONAL LEAVE**

The District shall provide for up to three 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 three 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 the 2006-2007 School Year: Each unit member's salary will be increased by 2.3% for those continuing to work into the 2006-2007 school year.
- For the 2007-2008 School Year: Each unit member's salary will be increased by 2.3% for those continuing to work into the 2007-2008 school year.
- There shall be additional salary increases based upon job performance as determined by a procedure established by the Superintendent and a team of administrators. The amount will be equal to 1.15% annually of the total salaries of members of the unit continuing to work beyond June 30 of each year. The Superintendent reserves the right to pay individual unit members beyond the total of this amount, based upon job performance, at his/her discretion and upon legislative approval by the Board of Education of the amount in excess of the 1.15%. Annual salaries will be determined by no later than August 30 of each year, retroactive to July 1.

**3.2 POSITION REDUCTION**

- 3.2.1 An administrator reduced from twelve to eleven 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 eleven to ten months.
- 3.2.3 An administrator reduced from twelve to ten 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-tenure basis, and that in order to be entitled to such employment, the incumbent administrator must execute a document stating his agreement that he/she serves in 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., twelve months, eleven months or ten months).

**ARTICLE 4 - FRINGE BENEFITS**

**4.1 MEDICAL INSURANCE**

- 4.1.1 The District will offer employees a choice of health insurance carriers and coverage as the selected plans provide. Only reputable vendors will be selected by the District. Prescription and dependent care to age 19/23 coverages will be included so long as the carriers provide such coverage. Other options will be included as offered by the carriers, specific to the selected plan(s).

The District agrees to offer, in addition to the traditional Blue Cross/Blue Shield plan, one or more HMO options provided by Community Blue, Independent Health or Univera.



The District agrees to offer the traditional Blue Cross/Blue Shield single plan (Traditional Plan 901, with riders 9, 21, 22, 45, 47 and 48, contingent upon rider availability); the family plan (Traditional Plan 901, with riders 8, 9, 21, 22, 45, 47 and 48, contingent upon rider availability); the \$10/\$25/\$35 prescription drug plan as offered; and the \$1,000,000 Major Medical Rider with the \$250 (individual) \$500 (family) deductible. Plan benefits and riders listed herein and benefits of plans listed herein will be provided contingent upon their availability from the carrier. Hospitalization co-pay assistance will not be provided by the District for employees participating in the traditional Blue Cross/Blue Shield plan.

In addition to the traditional Blue Cross/Blue Shield plan listed in 3.3.1.1, the District agrees to offer Community Blue III (203) with a \$10/\$25/\$35 prescription plan co-pay; Independent Health Encompass C with a \$10/\$25/\$35 prescription plan co-pay; and, Univera Preferred with a \$10/\$25/\$35 prescription plan co-pay. Plan benefits and riders listed herein and benefits of plans listed herein will be provided contingent upon their availability from the carrier.

The District may offer at its discretion, other plans than those listed.

- 4.1.2 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 1<sup>st</sup> 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 full-time unit member 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.
- 4.1.3 If two unit members are married to each other and have 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 two 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.
- 4.1.4 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, and who is not, or is no longer eligible for the benefits under Section 4.1, 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.

- 4.1.5 Effective July 1, 2004, and thereafter, the District will contribute 95% of the annual premium of the lowest cost health insurance plan offered by the District pursuant to the terms of Section 4.1 of this article for employees eligible for single person coverage and for employees eligible for family coverage. For eligible employees selecting other than the lowest cost health insurance plan offered by the District pursuant to the terms of Section 4.1 of this article, each eligible employee will pay the difference between the amount paid by the District as described in this section and the cost of the plan selected. The lowest cost health insurance plan will be determined annually for the school year (July 1 through June 30) during the open enrollment period.

The lowest cost plan offered will include comparable benefits (not comparable co-pays and/or deductibles) to those provided by the carriers during the 2003-2004 school year, provided that those comparable benefits are available from the carriers. Effective July 1, 2004, the District will establish a hospitalization co-pay fund. Should the lowest cost 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.

- 4.1.6 The District will continue to administer a Section 125 Plan which includes un-reimbursed 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. The final plan document will reference the in-lieu of insurance payment.
- 4.1.7 The District and the Association agree to form a joint committee to study and recommend cost savings options which consider the maintenance of existing benefits. The parties will each select three (3) members to serve on such committee and its recommendations will be due to the Superintendent of Schools and the Association President within one year of the ratification of this Agreement.

## **4.2 SICK LEAVE**

- 4.2.1 Twelve 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 Eleven month administrators will be credited with 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 Ten month administrators will be credited with 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, three days of sick leave plus unused sick leave accumulated by an administrator in excess of three hundred (300), two hundred and eighty (280), or two hundred and sixty (260) days, depending upon number of months employed, will be deposited in a sick leave bank for administrators, up to a maximum of three hundred (300)days. Application for use of days from the administrators' 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 one semester or three-quarter salary for two semesters) under the following conditions:

- 4.5.1 The leave will be utilized for purposes of graduate study or study directly related to 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 three (3) years.

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

### **4.6 DISCRETIONARY BENEFITS FUND**

- 4.6.1 Each unit member will be allotted \$1,500 on July 1, 2006 and \$1,750 on July 1, 2007, respectively, to apply towards the cost of the following additional benefits:

1. Supplemental life insurance;
2. Dental/Vision insurance;
3. Disability insurance;
4. Upgraded health insurance;
5. Cost of medical deductibles and co-payments and unreimbursed medical, dental and vision expenses; and/or the
6. Administrator's portion of health insurance premium costs.

- 4.6.2 It is understood that Discretionary Benefits Fund moneys are noncumulative and dollars not expended by the conclusion of the plan year will revert to the District.

**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 Public Schools for a minimum of ten (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 sixty (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 A cash payment determined by accumulated unused sick days at a rate of 1/240 per diem for twelve (12) month employees; 1/220 per diem for eleven (11) month employees and 1/200 per diem for ten (10) month employees, based on a unit member's salary at retirement, will be provided to eligible administrators upon retirement only. The payment will be limited to a maximum of 18% of the accumulated days up to 300 days for 12 month administrators, 280 days for 11 month administrators and 260 days for 10 month administrators.

**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 this 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 this 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 one 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 day" means 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 thirty (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 - Informal 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 ten work days of the Stage 1 meeting, make a formal written presentation to the Superintendent using the attached Grievance Form. Within ten (10) workdays 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 ten (10) work days of the Stage 2 meeting, the Superintendent shall render a written decision to the aggrieved party.

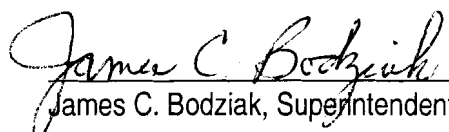
### **5.2.3 Stage 3 - Arbitration**

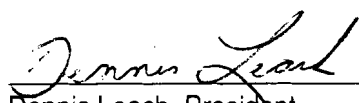
- a. If the grievance remains unresolved, the grievance may be submitted to arbitration by written notice to the Superintendent within ten (10) work days following receipt of the Stage 2 decision.

- b. Within fifteen (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, 2006 and shall extend until June 30, 2008.

  
James C. Bodziak, Superintendent of Schools      2/9/06  
Date

  
Dennis Leach, President      2/9/06  
East Aurora Administrators Association      Date

