



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Half Hollow Hills Central School District and Half Hollow Hills Administrators Association (1998)**

Employer Name: **Half Hollow Hills Central School District**

Union: **Half Hollow Hills Administrators Association**

Local:

Effective Date: **07/01/98**

Expiration Date: **06/30/02**

Number of Pages: **22**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

5176

AD 1

245

5176

HALF HOLLOW HILLS
CENTRAL SCHOOL DISTRICT
OF
HUNTINGTON AND BABYLON

AGREEMENT BETWEEN THE BOARD OF EDUCATION
AND
THE HALF HOLLOW HILLS ADMINISTRATORS ASSOCIATION

JULY 1, 1998 - JUNE 30, 2002

RECEIVED

MAR 15 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

PREAMBLE

The BOARD OF EDUCATION OF HALF HOLLOW HILLS CENTRAL SCHOOL DISTRICT and the HALF HOLLOW HILLS ADMINISTRATORS ASSOCIATION recognize that the development of education programs of the highest quality for the benefit of the students and the community, is a common responsibility which can be best attained when each group appropriately utilizes the ability, the experience, creativity and judgment of the other.

It is hoped that the quality established over the years will continue and that continued close communication between the two groups will contribute to the betterment of public education in the Half Hollow Hills Schools.

All Administrators will be responsible for the implementation of policy as developed by the Board of Education and as directed by the Superintendent of Schools.

Each Administrator will be held accountable for his/her area of responsibility and for decisions supporting this responsibility through the chain of command to the Superintendent of Schools.

AGREEMENT

Pursuant to the provisions of Chapter 392 of Laws of 1967, of the State of New York, this agreement is made and entered into as of the 10th day May effective July 1, 1998, by and between the BOARD OF EDUCATION OF THE HALF HOLLOW HILLS SCHOOL DISTRICT and the HALF HOLLOW HILLS ADMINISTRATOR ASSOCIATION.

ARTICLE I - RECOGNITION

A. The Board recognizes the Association for purposes of collective negotiations and agrees to negotiate with said Association as the exclusive representative of all principals, assistant principals, administrative assistants, directors and supervisors whose assignment require them to spend more than fifty percent of their time in supervisory work, with respect to salaries, wages, hours, and other terms and conditions of employment and in the resolution of grievances arising thereunder.

B. TERMS

1. THE WORD "ASSOCIATION" AS USED IN THIS AGREEMENT SHALL MEAN THE HALF HOLLOW HILLS ADMINISTRATORS ASSOCIATION.

2. The word "Board" as used in this Agreement shall mean the BOARD OF EDUCATION OF HALF HOLLOW HILLS CENTRAL SCHOOL DISTRICT.

3. The word "administrators" shall mean all occupants of those positions specified in Article I - Recognition.

ARTICLE II - GUIDELINES OF NEGOTIATIONS SETTLEMENT

Items negotiated with the professional staff which would affect the school program are of primary importance in the administration of the educational program. Therefore, every effort will be made to settle all such items by February 15th of each school year.

ARTICLE III - WORK SCHEDULE, HOLIDAYS, VACATIONS

A. Effective July 1, 1999, all 12-month Administrators shall have 17 holidays. These holidays shall coincide with holidays listed on the school calendar and shall be determined by the superintendent or his designee in consultation with the Union. Independence Day and Labor Day shall be two of those 17 holidays.

B. Effective July 1, 1996 twelve (12) month High School Administrative Assistants, ten (10) month Supervisors, and ten (10) month Middle School Administrative Assistants shall work ten and one half (10½) months. The ten and one half (10½) month work year shall be defined to be September 1st to June 30th plus ten days to be scheduled by the Superintendent of Schools on or before the April 30th preceding each school year.

C. All twelve-month Administrators will be entitled to a vacation of thirty (30) working days drawn from the summer, Christmas, intersessions and spring vacation periods. Vacation time may be accrued to a maximum of ninety (90) working days, as hereinafter set forth.

D. Building principals will submit to the Superintendent a recommended vacation schedule for the Administrators in his/her building by April 15th. Such schedule shall be acted upon, whenever possible, by the Superintendent by May 15th. Such schedule shall be subject to change by agreement of the Superintendent and the Administrator involved. Notice of at least six (6) weeks shall be given by the Superintendent to the affected Administrator of his approved vacation time.

E. Effective July 1, 1996, no administrator may accrue unused vacation days in excess of ninety (90) days. (The parties acknowledge that prior to 7/1/96 Administrators were permitted to accrue only up to sixty (60) days for purposes of

payment at the time the administrator leaves the employ of the District; however, the District maintained records of accruals beyond sixty (60) days for purposes of use of said accrued days by the unit member. As of March 1, 1996, the District shall calculate the number of days credited each unit member, employed on the date of execution of this agreement, that exceed sixty (60). Effective July 1, 1996, for each four (4) days credited above sixty (60) one (1) day shall be added to each such administrators credited accrued account, not to exceed a total of ninety (90) days which maximum shall thereafter remain in effect. All unconverted days shall no longer stand to the credit of any administrator. Unused vacation days that have been credited and/or accumulated within the above described limits shall be paid at termination of employment.)

Notwithstanding the foregoing, any unit member, employed on the date of execution of this agreement, who submits his/her resignation for purposes of retirement on or before April 1, 1996, which resignation is made effective on or before August 31, 1996 shall have his/her number of accrued vacation days, up to a maximum of ninety (90) calculated excluding any days utilized for action between July 1, 1995 to March 1, 1996.

F. Each July, Administrators will receive from the Personnel Administrator an indication of unused vacation days accrued as of June 30th just past.

G. Thirty (30) vacation days for the new July 1st to June 30th employment year shall be credited effective July 1st.

H. New twelve-month administrative employees shall be credited with a proportionate number of vacation days from their date of employment to June 30th. (For example, a twelve-moth administrator beginning employment November 1st shall be credited November 1 with twenty (20) vacation days for the period November 1 - June 30.). Likewise, twelve-month administrative employees who leave the employ of the District prior to June 30th will suffer a proportionate reduction in the number of vacation days from the period of the prior July 1st to the date of termination.

I. Effective July 1, 1995, unit members may "cash-in" up to five unused vacation days per annum from the days accrued that school year. An election to "cash-in" shall be made on or before June 30th of each year.

J. Administrators recognize their obligation to participate in and give general supervision to afternoon ad evening staff, PTA, and other school-related or subject area meetings in which the Administrator has a leadership role or is responsible for the meeting or activity.

ARTICLE IV - INSURANCE AND PROTECTION OF PROPERTY

A. Health, Life and Dental Insurance

1. Administrators will receive medical and term life insurance coverage. The amount of term life insurance shall equal two (2) times the individual's salary. The entire expense of life insurance coverage and 85% (80% effective July 1, 1999) of the cost of medical insurance coverage shall be borne by the Board of Education. The Administrators will receive a dental plan comparable to the teachers and the Board of Education will pay 75% (80% effective July 1, 1996) of the cost. The medical and life insurance plans provided will be mutually acceptable to the Board of Education and the Administrators Association; however in those instances where the Board of Education has a group plan for medical or life insurance coverage on or for other employees of the district, such plan shall be deemed acceptable. The Administrators may purchase additional life insurance from the carrier at his/her own expense. Both Administrators Association and the Board of Education will make every effort to establish a means for Administrators, in retirement, to maintain their term life insurance coverage at group rates.

2. An administrator covered prior to January 1, 1999, under the health insurance plan may submit a waiver of coverage in a form to be designed by the district on or before November 1st of the school year. The unit member shall be paid on a yearly basis in accordance with the following schedule:

\$2,000 for waiver of family coverage

\$1,200 for waiver of individual coverage

\$1,000 to reduce coverage from family to individual provided that the unit member is carrying family coverage, as of January 1, 1999 and provided further that family coverage is not picked up by a spouse employed by the district.

B. Disability Insurance

The Board will provide a disability insurance program to unit members, effective on the date of procurement of such an insurance policy, providing in part, benefits equal to 66 2/3% of salary, with a waiting period of eighteen (18) months. The length of coverage for an affected employee and other provisions of the insurance program shall be the subject of further discussion between the parties, prior to implementation.

C. Cafeteria Plan Study Committee

1. The Employer and the Association hereby establish a Joint Committee on

Employee Benefits consisting of two (2) representatives of the District and two (2) representative of the Association. The Committee shall have the responsibility to review all employee benefits provided by the District pursuant to the Collective Bargaining Agreement with a view to formulation recommendations to be submitted to the Superintendent and the Board concerning:

a. Changes to the design, funding and/or administration of any benefit(s) which appear to the committee to be necessary or desirable;

b. The feasibility to establish a flexible benefits (cafeteria) plan qualifying under Section 125 of the Internal Revenue Code and the IRS regulations thereunder.

c. The design and implementation of any such flexible benefits plan, including

(I) the range of choices to be made available thereunder and,

(II) how the plan is to be administered.

d. Ways in which the district can control the rate of increase in its employee benefits costs without impairing the adequacy of coverage;

e. Implementation of wellness and/or health education programs by the District.

2. Recommendations by the Committee must be affirmatively approved by at least three (3) of its members.

3. The Committee shall submit to the Superintendent on or before October 1st of each year a written report containing its recommendations.

4. The Committee shall have the authority to incur any expense (including, but not limited to, fees for professional or consulting services) on behalf of the District. Any and all expenses incurred in connection with the work of the Committee must be specifically approved in advance by the Superintendent of Schools, subject to approval off the Board.

D. DAMAGE TO PERSONAL PROPERTY

While an administrator is on school property, performing his/her duties, any damage to or loss of Personal property resulting from vandalism, malicious mischief

and/or theft shall be reimbursed by the Board of Education on the basis of replacement cost at the time of loss. If the administrator is entitled to recovery under the terms of this section, including the exclusions and conditions below, and the administrator has been paid by his/her insurance company, but the amount paid has been reduced by a "deductible" under the terms of the policy, the Board will pay to the administrator the amount of the "deductible" reimbursement for any of the foregoing shall be subject to the following conditions and exclusions:

Excluded are:

1. Theft of a car, its contents and/or its accessories.
2. Currency, stocks, bonds, and checks.
3. Items, in one loss, whether by vandalism, malicious mischief, or theft, having a value of less than \$25 (this does not mean there is a \$25 deductible)
4. Loss recoverable by the administrator through insurance of the administrator in force at the time of the loss.

To be eligible the administrator shall exercise reasonable care over his/her personal property and shall have obtained written permission to bring covered Personal property on school campus.

Maximum liability to the School District shall be \$400 for each occurrence.

ARTICLE V - SICK LEAVE

A. Sick leave shall be granted to all 12-month administrators on the basis of 15 days per year and effective July 1, 1999 to all 10½-month administrators on the basis of 14 days per year of which five (5) days in any year may be used for illness of a spouse, child or parent; it shall accrue on the first day of the school year, cumulative to 300 days (350 days beginning in year two of this agreement). All administrators shall receive an annual statement of accumulated sick days on or before the first day of the school year.

B. Additional leave shall be granted for the following reasons:

1. Maximum of five (5) days in the event of death in the immediate family.

2. Religious - up to three (3) days per year, only if the school calendar does not provide for closing on such holiday.

C. Personal Leave

Administrators shall be granted four (4) personal leave days per year without financial loss. Effective July 1, 1999 any personal days not utilized shall be added to accumulated sick leave. Request for such absence shall be submitted in writing in advance to the Superintendent for his approval, except in cases of emergency when advance notice cannot be given. Administrators need not specify the exact nature of the personal business day if the reason is listed below:

1. Legal Matters: house closing, income tax hearings, adoption proceedings, court appearances for traffic violations, probating wills, obtaining licenses and other personal matters,

2. Funerals: attendance at the funeral service of a person the nature of whose prior relationship to the Administrators warrants such attendance.

3. Ceremonies: graduation of Administrator, spouse or child; a day of wedding ceremony; participation in religious ceremonies such as baptism, confirmation, circumcision of child; honors and awards ceremonies involving the Administrator or immediate family; honeymoon,

4. Education: required educational examinations; attending education meetings not covered by professional trip regulations, required parental visits by parents to colleges; professional advancement; taking college students to and from school.

5. The Administrator requesting approval of personal leave may list "Personal Business" as the reason for the absence providing that the Personal business is one of the approved reasons, as listed above, for such absence. If the reason is not so listed, the Administrator is to state the specific reason for review by the principal and the Superintendent.

6. Requests for additional personal leave may be submitted to the Superintendent of Schools who may grant the same in his discretion.

D. Extended sick leave shall be granted in the event of incapacitating illness or accident. This extended leave shall begin only after accumulated sick leave has been expended.

1. Administrators shall be eligible after three (3) calendar months of service for extended sick leave through the balance of that school year only.

2. Administrators with three (3) years or more of service in the school district shall be eligible for extended sick leave, such leave to be the equivalent of a school year. Should disability carry over to the next year, extended coverage would likewise carry over to the next year

3. Since accumulated sick leave will have been expended prior to the extended sick leave, an Administrator returning from extended sick leave shall, in general, have no further sick leave for that school year. Any further days of leave, if allowed, shall be solely at the discretion of the Superintendent for exceptional reason and shall not exceed ten (10) additional days.

4. Further extension of this extended sick leave shall be granted only at the discretion of the Superintendent and with the approval of the Board of Education.

E. Child Care and Maternity Leave

1. Maternity leave shall be granted to an Administrator upon her request, provided that a doctor's certificate indicating the expected delivery date is submitted. Administrators requiring such leave shall promptly notify the Superintendent so that a suitable replacement can be secured, if necessary. The Administrator may continue to work as long as she performs her duties, and has her doctor's approval. She may return to her position as soon after delivery as her doctor certifies she is able to resume her normal duties. Except in special circumstances, maternity leave shall not exceed the balance of the school year within which it commences, and the succeeding school year.

2. An Administrator on maternity leave may utilize accumulated sick leave for pre- and post-partum periods of pregnancy, in the event that she is physically incapacitated from performing her duties due to her pregnancy. The individual Administrator shall submit a certificate from her attending physician, to the effect that during such period she was physically disabled. Nothing herein shall permit the use of accumulated sick leave for periods during which an Administrator is on maternity leave but is physically capable of performing her duties.

3. Child rearing and/or adoption leave shall be granted to an Administrator upon his/her request and shall not exceed one year's duration, except in special circumstances.

ARTICLE VI - RETIREMENT BENEFIT

Effective July 1, 1998, the following retirement benefit program is established:

A. Eligibility:

1. Be 55 years of age or older during the period of July 1, 1998 to and including August 31, 1999 and submit a resignation for purposes of retirement from the New York State Teachers Retirement System on or before January 15, 1999 and retire on June 30, 1999.
2. Be 55 years of age or older during the period of July 1, 1999 to and including August 31, 2000 and submit a resignation for purposes of retirement from the New York State Teachers Retirement System on or before January 15, 2000 and retire on June 30, 2000.
3. Be 55 years of age or older during the period of July 1, 2000 to and including August 31, 2001 and submit a resignation for purposes of retirement from the New York State Teachers Retirement System on or before January 15, 2001 and retire on June 30, 2001.
4. Be 55 years of age or older during the period of July 1, 2001 to and including August 31, 2002 and submit a resignation for purposes of retirement from the New York State Teachers Retirement System on or before January 15, 2002 and retire on June 30, 2002.

B. Effective July 1, 1998, the retirement benefit, at the administrator's option, shall in the case of twelve (12) month administrators be equal to the monetary value of one-third (1/3) of the administrator's accumulated sick leave to be paid to the administrator at his/her then per diem rate of pay not to exceed the monetary value of one-hundred (100) days of his/her accumulated sick leave; or one-half (1/2) of the administrator's accumulated sick leave to be paid to the administrator at his/her then per diem rate of pay not to exceed the monetary value of ninety (90) days of his/her accumulated sick leave. In the case of a ten and one half (10 1/2) month administrators, the retirement benefit shall be equal to the monetary value of one-half (1/2) of the administrator's accumulated sick leave to be paid to the administrator at his/her then per diem rate of pay not to exceed the monetary value of one hundred and ten (110) days of his/her accumulated sick leave. The retirement benefit will be paid on or about the date of retirement of the administrator.

Effective July 1, 1999, the caps on the monetary values noted in the preceding

paragraph, for twelve (12) month employees, shall be increased from 100 days to 117 days and from ninety (90) days to one (100) hundred days.

ARTICLE VII - STAFF PROFESSIONAL

A. Candidates shall be screened by the Central Administration and by Administrators.

B. Teachers may be assigned to a school only after discussion with the building principal involved or his designee.

ARTICLE VIII - ADMINISTRATIVE STAFFING

A. Position Abolition:

1. Except as hereinafter provided in Sections B, any unit member employed prior to June 30, 1996, who is excessed from employment during the term of this contract shall be retained in employment in any administrative position for which the employee possesses appropriate certification. Notwithstanding the foregoing the employee shall not suffer any diminution in wages. To that end, the employee shall remain on the salary column applicable to the position from which he/she was excessed and shall progress according to the steps in said column while employed in the new position.

2. The Board of Education, based upon the determination of the Superintendent of Schools, may consolidate and reorganize administrative positions, including but not limited to the combination and/or reassignment of subject matter areas of responsibility and/or the combination and/or reassignment of grade levels. Supervisors may be assigned up to two (2) teaching periods.

B. Notwithstanding the foregoing, in the event of any school(s) closing during the term of this agreement, the district may eliminate the position of least senior principal(s), assistant principal(s) and administrative assistant(s) pursuant to law.

C. Should an administrative position become vacant, the Board of Education may, upon consultation with the Administrators Association and pursuant to law, leave the position unfilled.

D Any unit member whose position is abolished pursuant to the provisions above set forth shall be given a minimum of six months' notice of such impending action by the Board (or in lieu thereof up to six months of pro rata salary). Further, such persons shall be granted any position on the teaching staff for which a vacancy exists and for which they are certified and qualified. However, both parties

acknowledge that said grant of teaching position shall be subject to the rights provided teachers under Section 2510 of the Education Law of the State of New York and to contractual rights of teachers. Additionally, any such affected person shall be granted health insurance to the extent granted during employment for a period of one year following termination of employment at the full cost and expense of the district.

ARTICLE IX - SCHOOL CALENDAR

The Administrators Association shall be consulted in the formulation of the school calendar.

ARTICLE X - VACANCIES, PROMOTIONS, TRANSFERS, APPOINTMENTS AND TERMINATIONS

A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its Administrators. Requests by an Administrator for transfer to a different position or building where a vacancy exists shall be filed in writing with the Superintendent. The applicant shall set forth the reasons for transfer, the building or position sought and the applicant's qualifications. Such requests shall receive prime consideration by the Board.

B If there are changes proposed in the duties of any existing administrative position, the individual directly and the Association shall have the opportunity to discuss, with the Superintendent and the Board through its Executive Committee, the possible modification of the job description.

C. In the event of involuntary transfer, the Board or its agent shall notify, in writing the affected Administrator, including the reason for such transfer. Administrators being involuntarily transferred shall not receive a reduction in salary. There shall be no loss of tenure status or other benefits. An involuntary transfer will be made only after a meeting between the Administrator involved and the Superintendent.

ARTICLE XI - PAYROLL DEDUCTIONS

Whenever duly authorized by the member(s) of the Administrators Association on a form(s) approved by the Association and the Board of Education, payroll deductions on behalf of such personnel shall be made every payday and paid in accordance with such forms for any or all of the following purposes:

1. U.S. Savings Bonds*
2. Dues to any professional organization

3. Tax-sheltered annuities
4. Credit union savings
5. Payment on loans to New York State Teachers Retirement System
6. Payments under the Districts I.R.C. § 125 Plan

*Savings bonds shall be purchased when sufficient funds have been deducted.

ARTICLE XII - PROFESSIONAL CONFERENCES

During the first and second year of this contract, the sum of \$15,000 (\$17,500 in year three and \$20,000 in year four) shall be appropriated for the purpose of funding attendance at professional conferences, reimbursement for dues paid to professional organizations, staff development, and for professional publications. The parties shall create a committee composed of three members of the Association that shall meet to make recommendations to the Superintendent of Schools regarding these matters.

ARTICLE XIII- SALARIES

A.	First year	4%	effective July 1, 1998
	Second year	CPI (2.5 to 3.25)	effective July 1, 1999
	Third year	CPI (2.5 to 3.25)	effective July 1, 2000
	Fourth year	3%	effective July 1, 2001

Regular increments shall be paid on 7/1/98, 7/1/99, 7/1/00, 7/1/01.

B. Step 13 shall be created adding \$2,500 across the board to Step 12 of the 1998/99 salary schedule. The salary schedule shall hence forward contain 13 longevity steps.

C. No person coming in from an outside district will be placed on the schedule at a step higher than an Administrator currently employed with a comparable number of years experience in a comparable position.

D. An additional three thousand dollars (\$3,000) will be granted for the doctoral degree to any administrator for an earned doctorate degree from a N.Y.S. Education Department approved institution.

E. The parties shall calculate a salary schedule index which shall be attached hereto as an Appendix.

F. Salary schedules are attached hereto as Appendices A-1 and A-2.

G. Effective July 1, 1999, all per diem compensation as provided for in this

contract shall be calculated at the rate of 1/220 of annual salary for 12 month employees and 1/200 of annual salary for 10½ month employees.

ARTICLE XIV - ADMINISTRATORS' PERSONNEL FILES

Personnel files shall be maintained under the following conditions:

A. No material critical of an Administrator shall be placed in the file unless the Administrator shall first have an opportunity to read the material. The Administrator shall acknowledge that he has read such material by affixing his signature to the file copy. The signature shall indicate only that he has read the material to be filed, and shall not indicate agreement with its contents.

B. The administrator shall have the right to respond in writing within thirty (30) days to any material filed, and his response shall be attached to the file copy.

C. Upon request of the Administrator, he shall be permitted to examine the contents of his file. The examination shall be made in the presence of the person responsible for safekeeping the file. Privileged or confidential information relating to an Administrator's past employment or schooling should not be subject to such examination.

D. No persons other than the Administrators supervisor, the Board or its counsel shall examine the Administrator's file.

E. An Administrator's file shall not be removed from school premises except in compliance with legal process, or to the office of Board counsel.

ARTICLE XV - GRIEVANCE PROCEDURE

A. A grievance shall be presented only by or on behalf of an individual member of the bargaining unit or a group of members of the bargaining unit concerned with grievance, and after approval of the Grievance Committee of the Association.

B. Grievances shall be defined as follows:

"Grievance shall mean any claimed violation, misinterpretation or inequitable application of existing laws, Board of Education policies, rules procedure, regulations, administrative orders or rules governing conditions or professional service to the extent provided by law; or of the provisions

of this agreement provided, however, that such term shall not include any matter involving an employee's rate of compensation, retirement benefits, disciplinary proceeding or any matter which is otherwise reviewable pursuant to Education Law or any rule or regulation of Education Department having the force and effect of law."

C. An aggrieved party or parties shall be entitled to be represented by legal counsel at any step of the Grievance Procedure.

D. Failure by the Grievant to appeal a decision at any step is to be construed as having the grievance dropped.

E. Failure to render a decision within the time limit provided herein, at any step, shall automatically thrust the grievance into the next step unless by mutual consent, the time requirements have been waived.

F. Step 1:

1. Any grievance under this agreement between a member of this Association and the District shall be settled in the first instance by the aggrieved person involved and his Association representative, if requested by the aggrieved person, with the immediate supervisor or Administrator. A grievance shall be submitted to the immediate supervisor or Administrator in writing and shall be answered by said supervisor or Administrator in writing, within ten (10) school days from the time the grievance was received.

2. No grievance shall be filed later than thirty (30) school days after the event constituting the alleged violation became knowable to the Grievant.

G. Step 2:

1. In the event that the grievance is to be adjusted under Step 1, the individual Grievant or the Association through its Grievance Committee, at the Grievant's request may within ten (10) days from the written answer take up such grievance with the Superintendent.

2. The Superintendent or the Association, as the case may be, after informal hearing where requested, at which the Grievant and his representative may appear and present oral and written statements or arguments, shall answer in writing within ten (10) days of the hearing.

H. Step 3:

1. If the Administrator or the Association is not satisfied with the decision at Step 2, the Administrator or the Grievance Committee will file an appeal in writing with the Board of Education within fifteen (15) school days after receiving the decision at Step 2.

2. Within ten (10) school days after receipt of an appeal, the Board of Education shall hold a hearing of the grievance. The hearing shall be conducted in executive session and the aggrieved party and/or representative may be in attendance and may orally supplement the written grievance.

3. Within five (5) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, and serve it upon the aggrieved party.

I. Step 4:

1. After such decision at Step 3, if the aggrieved party and the Association or the Association (are) (is) not satisfied with the decision at Step 3, the grievance may be submitted to an arbitrator for hearing and recommendation as provided below, by written notice to the other party within fifteen (15) working days of the decision at Step 3.

2. If the Association does not intend to be party to the arbitration, the aggrieved party and the Board of Education shall be so notified. The aggrieved party shall have five (5) school days after the receipt of said notice in which to submit a written notice upon the Board of Education that the grievance will be submitted without Association representation.

3. Within five (5) school days after such written notice, the Board of Education and the Association or Administrator will agree upon a mutually acceptable arbitrator. If the parties are unable to agree, a request for appointment may be made to the American Arbitration Association (A.A.A.) by either party,

4. The rules of the American Arbitration Association will apply insofar as they relate to procedure and selection of arbitrator.

5. The arbitrator so selected shall hold hearings promptly and shall render his decision no later than ten (10) school days and a written report furnished to all parties.

6. A decision of the arbitrator shall be accepted as final and binding by all parties to the arbitration.

7. The cost of the arbitration and arbitrator shall be borne by the Board of Education and the Association equally or by the Board of Education and the aggrieved party if the person was not represented by the Association.,

ARTICLE XVI - DURATION

This agreement shall take effect on July 1, 1998 and shall terminate on June 30, 2002.

ARTICLE XVII - AGENCY SHOP

A Pursuant to the passage of legislation enabling the implementation of Agency Shop Fee, the Half Hollow Hills Central School District does hereby agree that no later than fifteen (15) days after the effective date of this Agreement or fifteen (15) days after the effective date of employment, whichever is later, each employee will pay the Half Hollow Hills Administrators Association each month a service charge toward the Administration of this Agreement and the representation of such employee; provided however that each employee will have available to his/her membership in the Half Hollow Hills Administrators Association on the same terms and conditions as are available to every other member of the Union. The service charge shall be an amount equal to the collective bargaining agent's monthly dues for each month thereafter. The Half Hollow Hills Central School District shall deduct such fee in the same manner the membership dues are deducted. The Half Hollow Hills Administrators Association shall supply the school district with a list of names of non-members at least fifteen (15) days prior to the deduction of the Agency Fee.

B. The Half Hollow Hills Administrators Association has submitted to the District, pursuant to the law of the State of New York, a procedure for the processing of demands, by members of the bargaining unit, for the return of that portion of the Agency Fee deduction, if any, which represents the employee's pro-rata share of expenditures by the Half Hollow Hills Administrators Association in aid of activities or causes only incidentally related to negotiation of terms and/or conditions of employment. The aforementioned procedure shall not be substantially changed without the prior approval of the Board of Education,

C. The Half Hollow Hills Administrators Association herewith indemnifies and saves the School District, Board of Education and its employees, harmless from any and all lawsuits, actions or proceedings at law before the courts or an administrative agency arising from this Article.

ARTICLE XVIII - GENERAL

A 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 voluntary, mutual consent of the parties in a written and signed amendment to this agreement. Before the Board of Education adopts a change in policy which affects wages, hours, or any other conditions of employment which is not covered by the terms of this agreement and which has not been provided by the Administrators' Association, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Board, provided that it files such a request with the Board within five (5) calendar days after receipt of said notice.

B. If any provisions of this agreement or any application of the agreement to any Administrator or group of Administrators 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 applications shall continue in full force and effect.

C. 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 THEREOR SHALL TO BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVE APPROVAL.

D. As indication of this agreement, the following signatures have duly been authorized this 24th day of May, 1999.

THE HALF HOLLOW HILLS
ADMINISTRATORS ASSOCIATION

By Dr. Joan Della Valle
Dr. Joan Della Valle, President

BOARD OF EDUCATION
HALF HOLLOW HILLS
CENTRAL SCHOOL DISTRICT

By Vin Costello
Vin Costello, President

By Kevin N. McGuire
Dr. Kevin N. McGuire
Superintendent of Schools

HHHCSD Administrator's SALARY SCHEDULE

07/01/98-06/30/99

2-May-99

1.0400

STEP	HS/MS AA	MS	HS	EL. PRIN.	MS	HS
	SUPV.	A PRIN	A PRIN	DIRECTR	PRIN.	PRIN
	A	B	C	D	E	F
1	64151	70920	72861	75453	79015	85816
2	66742	73510	75778	78692	82577	89702
3	69333	76100	78692	81930	86140	93588
4	71923	78692	81606	85168	89702	97474
5	74513	81281	84520	88406	93264	101359
6	77105	83873	87435	91645	96826	105246
7	79694	86464	90350	94883	100388	109131
8	82286	89054	93264	98122	103950	113018
9	84876	91645	96178	101359	107513	116904
10	87467	94235	99093	104598	111074	120789
11	90058	96826	102007	107836	114637	124676
12	92647	99416	104922	111074	118199	128562
13	95147	101916	107422	113574	120699	131062

c d e f g h

SALARY SCHEDULE

07/01/99-06/30/00

A SCHEDULE

1.025

	HS/MS AA SUPV.	MS A PRIN	HS A PRIN	EL. PRIN. DIRECTOR	MS PRIN.	HS PRIN
STEP	A	B	C	D	E	F
1	65755	72693	74683	77339	80990	87961
2	68411	75348	77672	80659	84641	91945
3	71066	78002	80659	83978	88294	95927
4	73721	80659	83646	87297	91945	99911
5	76376	83313	86633	90616	95596	103893
6	79032	85970	89621	93936	99247	107877
7	81687	88625	92609	97255	102898	111860
8	84343	91281	95596	100575	106549	115843
9	86998	93936	98583	103893	110201	119827
10	89654	96591	101571	107213	113851	123808
11	92309	99247	104558	110531	117503	127793
12	94964	101901	107546	113851	121154	131776
13	97526	104464	110108	116413	123717	134338

