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Contract Database Metadata Elements

Title: **Chappaqua Central School District and Chappaqua Congress of Teachers (2007)**

Employer Name: **Chappaqua Central School District**

Union: **Chappaqua Congress of Teachers**

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

Expiration Date: **06/30/08**

PERB ID Number: **4742**

Unit Size: **490**

Number of Pages: **5**

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TA \ 4742 / RN / 9175
/ TAS \ 8535

7/1/07 - 6/30/08

**Chappaqua Congress of Teachers
and
Chappaqua Central School District**

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

AUG 08 2008

ADMINISTRATION

- 2007-037 (Teachers Unit) TA \ 4742
- 2007-038 (Nurses Unit) RN \ 9175
- 2007-039 (Teaching Assistants Unit) TAS \ 8535

[Note: the three designations above were for arbitration filing purposes only. The CCT represents all the above groups as one unit, Unit II. The teachers' contract has two addendums: one for the TAs and one for the nurses.]

WHEREAS, the union [CCT] and the District [Chappaqua Central School District] seek to resolve the impasse in negotiations; and

WHEREAS, certain complex issues have arisen in the negotiations which require the careful study of both parties; and

WHEREAS, the parties agree that these complex issues are best discussed in a bi-lateral ad hoc labor management committee;

Now therefore the parties agree to execute a Memorandum of Agreement, which incorporates the following essential terms:

1. The collective negotiations agreement, which expired on June 30, 2007, shall be continued until June 30, 2008 except as modified by the terms of this Interim Tentative Agreement. The parties shall need to draft the language implementing these terms on an expedited basis.
2. Effective July 1, 2007, there shall be an across-the-board salary increase of 3.25%.
3. The list of tentatively agreed upon items from the parties negotiations shall be incorporated into the Interim Tentative Agreement.
4. The Joint Benefit Trust [JBF: Joint Benefit Fund] shall be converted to a unitary CCT Trust providing participation rights for District administrators and non-represented personnel.
5. Add Section 41 (j) benefits for registered nurses.
6. Incorporate language to reflect the health insurance buy-out benefits modification as agreed upon by the parties and attached hereto as appendix A.

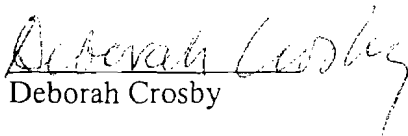
Teachers-397
T. Ass'ts.-84
RN/OT - 9

7. The parties agree to hold confidential the specific terms of this Interim Tentative Agreement until the union [CCT] is able to present this matter for ratification by the membership. It shall not be a violation of this clause for either side to state that the parties reached an Interim Tentative Agreement without disclosing the terms of said Agreement.


8. The parties agree to expedited bargaining with limited lists of issues when negotiations resume for a contract to succeed this Interim Tentative Agreement.

June 25, 2007

For the Union [CCT]:


Deborah Crosby

For the District:


David Shaw

Appendix A

Modify Article 25 (C) to provide that effective July 1, 2007 the health insurance buy-out shall be available at the individual or family buy-out rates of \$1,750 and \$3,250 respectively, for those unit members who had such coverage immediately before July 1, 2004 and to those hires, starting on or after July 1, 2004, who participate(d) in individual or family health insurance coverage for at least one (1) year after hire, who would be then eligible for the individual or family buy-out amount, respectively.

**CHAPPAQUA CONGRESS OF TEACHERS
AND
CHAPPAQUA CENTRAL SCHOOL DISTRICT
NEGOTIATIONS**

**PREVIOUS TENTATIVE AGREEMENTS REFERENCED IN
PARAGRAPH 3 OF JUNE 25, 2007 INTERIM TENTATIVE AGREEMENT AND
OTHER TENTATIVE AGREEMENTS**

1. Article 5(B)(1) - change the reference from February 15th to March 1st. (at pg. 4)
2. Article 6(C), Stages III, IV & V - have Superintendent's level proceedings based upon paper submission at his/her option and delete the Board level proceedings. (at pg. 7)
3. Article 11(L) - change the reference from "June 10th" to "June 10th or up to 3 days after a second budget vote if the budget is defeated when first proposed." (at pg. 12)
4. Article 17(J)(1) - add "(s)" after administrator in the first line. Also, change from "a third party" to "a CCT representative." (at pg. 21)
5. Article 28(D) – SICK LEAVE BANK – the parties shall refer proposed language changes to the sick leave bank to the labor management committee for its review and recommendations to the parties' negotiating teams.
6. Article 35 - Labor Management Committee - Delete the last sentence. (at pg. 46)
7. Article 15(A) - Department Chairs - Specify that Department Chairs at the High School shall not be assigned to supervisory duties except for proctoring. Also, move the positions of Library/Media Specialist to the Social Studies Department at the Middle and High School levels.
8. Notwithstanding the provisions in paragraph 4 of the June 25, 2007 Interim Tentative Agreement, the joint benefit trust shall be converted to a unitary CCT trust at some time during the course of the 2007-2008 school year and the District's per capita per eligible unit member funding obligation shall be increased by \$50.00 for the 2007-2008 school year.
9. Notwithstanding the provisions in paragraph 5 of the June 25, 2007 Interim Tentative Agreement, Section 41(j) benefits shall be available to all members in Unit II who are covered under the New York State Employees Retirement System

and those unit members who avail themselves of this benefit shall not be entitled to have sick leave days credited towards retirement benefits paid out under the sick leave liquidation provisions in the Unit II agreement.