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AD/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, 2014 – JUNE 30, 2018

PREAMBLE

The BOARD OF EDUCATION OF THE 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 Unit members 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 28th day of January 2014, effective July 1, 2014, by and between the BOARD OF EDUCATION OF THE HALF HOLLOW HILLS SCHOOL DISTRICT and the HALF HOLLOW HILLS ADMINISTRATORS ASSOCIATION.

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ARTICLE 1 – 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, coordinators, supervisors and directors whose assignment require them to spend more than fifty percent of their time in supervisory work, with respect to salaries, wages, hour, and other terms and conditions of employment and in the resolution of grievances arise there under.
- B. The word "Association" as used in this agreement shall mean the Half Hollow Hills Unit members Association.
- C. The word "Board" as used in this agreement shall mean the Board of Education of the Half Hollow Hills Central School District.
- D. The word "Unit members" shall mean all occupants of those positions specified in Article 1A.

ARTICLE 2 – 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 3 – WORK SCHEDULE, HOLIDAYS, VACATIONS

- A. All 12 month unit members 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. The 10 ½ month work year shall be defined to be September 1st to June 30th plus 10 days to be scheduled by the Superintendent on or before April 30th preceding each school year. This schedule shall apply to: 10 ½ month High School Assistant Principals, 10 ½ month Middle School Assistant Principals, 10 ½ month Elementary Assistant Principals.

- C. All 12 month unit members will be entitled to 28 vacation days drawn from summer, winter and other recesses. All unit members must take a minimum of five vacation days during the months of July and August. Vacation time may be accrued to a maximum of 120 working days for unit members hired prior to July 1, 2014, and 90 working days for unit members starting on or after July 1, 2014, payable at the conclusion of employment with the Half Hollow Hills CSD, at per diem rate of pay. Per diem rate of pay shall be calculated at 1/215 of most current annual salary. If a unit member separates from the Half Hollow Hills CSD prior to June 30th of the work year, yearly allotment and payment of vacation days shall be prorated. For the length of the agreement, any unit member informing the District of their retirement on or before January 15th of the year of separation may accrue vacation time to a maximum of 125 days for the purpose of retirement only. Said days shall be payable at per diem rate of pay. Per diem rate of pay shall be calculated at 1/215 of most current annual salary.
- D. Building principals will submit to the Superintendent a recommended vacation schedule for the Unit members 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. The Superintendent shall give notice of at least 6 weeks to the affected Administrator of his approved vacation time.
- E. Each July, unit members will receive from the Assistant Superintendent for District-wide Administration an indication of unused vacation days accrued as of the preceding June 30th.
- F. Vacation days for the new July 1st to June 30th employment year shall be credited effective July 1st.
- G. New 12 month administrative unit members shall be credited with a proportionate number of vacation days from their date of employment to June 30th. (For example, a 12 month Administrator beginning employment November 1st shall be credited November 1st with 20 vacation days for the period of November 1st – June 30th). Likewise, 12 month administrative unit members who leave 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.

- H. Unit members may "cash in" up to 7 unused vacation days per annum from the days accrued that school year. Unit members who have 50 or more accrued vacation days may "cash in" up to 10 unused vacation days per year. An election to "cash in" shall be made on or before June 30th of each year. Per diem rate of pay shall be calculated at 1/215 of most current annual salary.
- I. Unit members recognize their obligation to participate in and give general supervision to afternoon and 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 4 – INSURANCE AND PROTECTION OF PROPERTY

A. Dental, Life and Health Insurance

1. The unit members will receive a dental plan comparable to the Teachers and the Board of Education will pay 80% of the cost.
2. The District shall provide unit members with fully paid term life insurance coverage in the amount of two times the individual Administrator's salary. Such term life insurance shall be provided at no cost to the Administrator. The unit members may purchase additional life insurance from the carrier at his/her own expense. Both the Administrators Association and the Board of Education will make every effort to establish a means for unit members, in retirement, to maintain their term life insurance coverage at group rates.
3. Unit members' health insurance contributions shall be 25%.

Unit members must retire from the Half Hollow Hills CSD to receive retiree health insurance and will take the same contribution rate that they had in their final year of active employment.

Administrators who are hired into the unit after July 1, 2014, will have the following contribution rate for retiree health insurance based on their years of overall district service:

- Less than 10 years: New York State Minimum
- More than 10 years: 40%
- More than 15 years: 35%
- More than 20 years: 30%

4. A unit member may submit a waiver of coverage and shall be eligible to 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 and provided further that family coverage is not picked up by a spouse employed by the District.

In the event 4 unit members with family coverage opt to submit a waiver of coverage the following schedule will be used:

- \$4,000 for waiver of family coverage
- \$2,000 to reduce coverage from family to individual, provided that the unit member is carrying family coverage, and provided further that family coverage is not picked up by a spouse employed by the district.

Unit members with individual coverage opt to submit a waiver of coverage shall receive:

- \$2,400 for waiver of individual coverage

The New York State Civil Service Department promulgated Policy Memorandum 122r3 on May 15, 2012, which effectively prohibits the district from negotiating buyouts with collective bargaining agents when both spouses are NYSHIP eligible. Effective January 1, 2015, the District shall comply with this policy rule change for as long as it remains valid. In the event the policy memorandum is revoked or determined to be illegal or invalid, in any way, this paragraph shall be deemed null and void and removed from the collective bargaining agreement, with members who had not received the buy-out due to the policy memo once again eligible for the buy-out as provided in Article 4A, no retroactive payments will be made to those members beyond the year in which the policy memo was rescinded or declared nullified. Article 4A shall remain unchanged for all members who opt out and receive coverage other than from NYSHIP. In such instance, the parties shall meet in order to implement any rule change or modification.

5. 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 unit members of the district, such plan shall be deemed acceptable.

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. Benefits are to equal 66 2/3% of salary with a waiting period of 18 months. The length of coverage for an affected unit member 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 Unit member Benefits consisting of 2 representatives of the District and 2 representatives of the Association. The Committee shall have responsibility to review all unit member 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 there under.
- c. The design and implementation of any such flexible benefits plan, including:
 1. The range of choices to be made available there under and,
 2. How the plan is to be administered.
- d. Ways in which the District can control the rate of increase in its unit member 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 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, subject to approval of the Board.

D. Damage to Personal Property

While a unit member 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 unit member is entitled to recovery under the terms of this section, including the exclusions and conditions below, and the unit member 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 unit member the amount of the "deduction" reimbursement for any of the foregoing, subject to the following conditions and exclusions:

1. Excluded are:
 - Theft of a car, its contents and/or its accessories.
 - Currency, stocks, bonds and checks.
 - 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).
 - Loss recoverable by the unit member through insurance of the unit member in force at the time of the loss.
2. To be eligible the unit member shall exercise reasonable care over his/her personal property and shall have obtained written permission to bring covered personal property on school campus.

3. Maximum liability to the District shall be \$500 for each occurrence.

ARTICLE 5 – SICK LEAVE

A. Unit members shall be granted 14 sick days per year of which 5 days in any year may be used for illness of a spouse, child or parent. Sick leave shall accrue on July 1st, cumulative to 405 days. All unit members shall receive an annual statement of accumulated sick days on or before the first day of the school year. If a unit member separates from the Half Hollow Hills CSD prior to June 30th of the work year, yearly allotment and payment of sick and personal days shall be prorated. To the extent permissible by law, such payments shall be made as a non-elective employer contribution pursuant to the unit member's section 403b account and is continued for the duration of this contract.

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

- Maximum of 5 days in the event of death in the immediate family.

C. Personal Leave

Unit members shall be granted 3 personal leave days per year without financial loss. Unused personal days 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. Unit members 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, probing 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 unit member warrants such attendance.
3. Ceremonies: graduation of the unit member, spouse or child; a day of wedding ceremony; participation in

religious ceremonies involving the unit member or immediate family; honeymoon.

4. Education: required educational examinations; attending education meeting not covered by professional trip regulations; required parental visits by parents to colleges; professional advancement; taking college students to and from school.
5. The unit member 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 unit member 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 who may grant the same in his discretion.

D. Extended Sick Leave

1. 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.
2. Unit members shall be eligible after three calendar months of service for extended sick leave through the balance of that school year only.
3. Unit members with three years or more of service shall be eligible for extended sick leave to be equivalent to a school year. Should disability carry over to the next year, extended coverage would likewise carry over to the next year.
4. Since accumulated sick leave will have been expended prior to the extended sick leave, a unit member 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 additional days.

5. 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 a unit member upon her request, provided that a doctor's certificate indicating the expected delivery date is submitted. Unit members requiring such leave shall promptly notify the Superintendent so that a suitable replacement can be secured, if necessary. The unit member may continue to work as long as she performs her duties, and has 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. A unit member on maternity leave may utilize accumulated sick leave for pre-partum and post-partum periods of pregnancy, in the event that she is physically incapacitated from performing her duties due to her pregnancy. The individual unit member 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 a unit member is on maternity leave but is physically capable of performing her duties.
3. Child rearing and/or adoption leave shall be granted to a unit member upon his/her request and shall not exceed one year's duration, except in special circumstances.

ARTICLE 6 – RETIREMENT BENEFIT

A. The following retirement benefit program has been established:

1. Eligibility:
 - a. Be 55 years of age or older during the period of July 1, 2014, to and including August 31, 2015, and submit a resignation for purposes of retirement from the New York State Teachers Retirement System on or before January 15, 2015, and retire on June 30, 2015.

- b. Be 55 years of age or older during the period of July 1, 2015, to and including August 31, 2016, and submit a resignation for purposes of retirement from the New York State Teachers Retirement System on or before January 15, 2016, and retire on June 30, 2016.
 - c. Be 55 years of age or older during the period of July 1, 2016, to and including August 31, 2017 and submit a resignation for purposes of retirement from the New York State Teachers Retirement System on or before January 15, 2017, and retire on June 30, 2017.
 - d. Be 55 years of age or older during the period of July 1, 2018, to and including August 31, 2018, and submit a resignation for purposes of retirement from the New York State Teachers Retirement System on or before January 15, 2018, and retire on June 30, 2018
- B. The retirement benefit, at the unit member's option, shall in the case of 12 month Unit members be equal to the monetary value of 1/3 of the unit member's accumulated sick leave to be paid to the unit member at his/her then per diem rate of pay not to exceed the monetary value of 135 days of his/her accumulated sick leave; or 1/2 of the unit member's accumulated sick leave to be paid to the unit member at his/her then per diem rate of pay not to exceed the monetary value of 110 days of his/her accumulated sick leave. In the case of 10 1/2 month Unit members, the retirement benefit shall be equal to the monetary value of 1/2 of the unit member's accumulated sick leave to be paid to the unit member at his/her then per diem rate of pay not to exceed the monetary value of 110 days of his/her accumulated sick leave. Per diem rate of pay shall be calculated at 1/215 of most current annual salary. Unit members hired on or after July 1, 2014, benefit not to exceed 100 days of his/her accumulated sick leave. The retirement benefit will be paid on or about the date of retirement of the unit member. To the extent permissible by law, such payments shall be made as a non-elective employer contribution pursuant to the unit member's section 403b account and is continued for the duration of this contract.
- C. In the event that the total amount of the non-elective employer contribution exceeds the maximum amount permitted by law, the District shall defer payment of said excess amount for each year up to five years as permitted by law and regulations. The District shall defer payment of said excess amount until the following January, at which

time the District shall make an additional contribution to the unit member's section 403b account in the amount representing the excess amount of the retirement benefit, to the extent permitted by applicable law and regulations and in accordance with the section 403b account. In the event that the total amount of the retirement benefit exceeds the total amount of permissible non-elective employer contributions, the District shall pay the balance of the retirement benefit in cash in January of said year. In the event of the death of a unit member during the deferred period, July 1 through December 31, the estate of said unit member is not entitled to the deferred payment.

ARTICLE 7 – PROFESSIONAL STAFFING

- A. Central Administration and Unit members shall screen the candidates.
- B. Teachers may be assigned to a school only after discussion with the building principal involved or his designee.

ARTICLE 8 – ADMINISTRATIVE STAFFING

Position Abolition:

1. Except as hereinafter provided in Section c, 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 unit member possesses appropriate certification. Notwithstanding the foregoing, the unit member shall not suffer any diminution in wages. To that end, the unit member 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, 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.
3. 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) pursuant of law.

4. 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.
5. Any unit member whose position is abolished pursuant to the provisions above set forth shall be given a minimum of 6 months notice of such impending action by the Board (or in lieu thereof up to 6 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. The District will contribute 75% of the cost of premium.

ARTICLE 9 – SCHOOL CALENDAR

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

ARTICLE 10 – 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 unit members. Requests by a unit member 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 unit member, including the reason for such transfer. Unit members 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 unit member involved and the Superintendent.

ARTICLE 11 – PAYROLL DEDUCTIONS

Whenever duly authorized by a member of the Administrators Association on a form 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:

- U.S. Savings Bonds - Saving Bonds shall be purchased when sufficient funds have been deducted.
- Dues to any professional organization
- Tax sheltered annuities
- Credit union savings
- Payment on loans to New York State Teachers Retirement System
- Payments under the Districts I.R.C. 125 Plan

ARTICLE 12 – PROFESSIONAL CONFERENCES

Effective July 1, 2014, the sum of \$40,000 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. A maximum of \$2,000 per conference per unit member shall be in place.

ARTICLE 13 – SALARIES

- A. The salaries to be paid to the unit members shall be determined in accordance with the attached salary schedules.
- Effective July 1, 2014, salary schedule A shall be increased by 0.25%.
 - Effective July 1, 2015, salary schedule A shall be increased by 0.25%.
 - Effective July 1, 2016, salary schedule A shall be increased by 0.25%.
 - Effective July 1, 2017, salary schedule A shall be increased by 0.25%.
- B. All unit members will be required to enroll in direct deposit by no later than November 1, 2008.
- C. Unit members starting on or after July 1, 2014, will be placed on Salary Schedule B. No new hire will be placed on the schedule at a step higher than a unit member currently employed with a comparable number of years' experience in a comparable position within the applicable salary schedule.
- D. Unit members employed on or before July 1, 2014, who are appointed to another unit position shall remain on Salary Schedule A and placed within the applicable salary column.
- E. An additional \$3,000 will be granted for the doctoral degree to any unit member for an earned doctorate degree from a N.Y.S. Education Department approved institution.
- F. All per diem compensation as provided for in this contract shall be calculated at the rate of 1/215 of annual salary for 12 month unit members and 1/200 of annual salary for 10 ½ month unit members.
- G. All unit members will receive an annual \$500 mileage allowance. If a Director of Coordinator supervises in three or more buildings requiring travel to said buildings, mileage allowance will be \$1000 annually.

H. Longevity Stipends:

- Effective July 1, 2014, unit members who are beginning their third or more consecutive year in the same column on Step 15, shall receive a \$4,000 longevity payment in the 2014-2015 school year. These unit members shall receive an additional \$3,000 longevity stipend commencing in the 2015-2016 school year.
- Effective July 1, 2014, unit members who reached Step 15 in the 2013-2014 school year shall receive a \$3,000 longevity payment in the 2014-2015 school year.
- Effective July 1, 2015, unit members who reached Step 15 in the 2014-2015 school year shall receive a \$3,000 longevity payment in the 2015-2016 school year.
- Effective July 1, 2016, unit members who reached Step 15 in the 2015-2016 school year shall receive a \$3,000 longevity payment in the 2016-2017 school year.
- Effective July 1, 2017, unit members who reached Step 15 in the 2016-2017 school year shall receive a \$3,000 longevity payment in the 2017-2018 school year.

It is agreed by the parties that the above longevity stipends are available only to those unit members who attain the specified benchmark in the years identified.

- I. Probationary or tenured 10½ month Assistant Principals currently on Step 1A will advance to Step 3A of Salary Schedule A in the 2014-2015 school year. No retroactive payments will be made.

ARTICLE 14 – PERSONNEL FILES

Personnel files shall be maintained under the following conditions:

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

2. The unit member shall have the right to respond in writing within 30 days to any material filed, and his response shall be attached to the file copy.
3. Upon request of the unit member, 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 a unit member's past employment or schooling should not be subject to such examination.
4. No person other than the unit member's supervisor, the Board or its counsel shall examine the unit member's file.
5. A unit member's file shall not be removed from school premises except in compliance with legal process, or to the office of the Board counsel.

ARTICLE 15 – 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 the grievance, and after approval of the Grievance Committee of the Association.
- B. Grievances shall be defined as follows:
 1. "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 unit member's rate of compensation, retirement benefits, disciplinary proceeding or any matter which is otherwise review able pursuant to Education Law or any rule or regulation of the Education Department having the force and effect of law.
 2. An aggrieved party or parties shall be entitled to be represented by legal counsel at any step of the Grievance Procedure.
 3. Failure by the Grievant to appeal a decision at any step is to be construed as having the grievance dropped.

4. 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.
5. Step 1:
 - a. 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 unit member. A grievance shall be submitted to the immediate supervisor or unit member in writing and shall be answered by said supervisor or unit member in writing, within 10 school days from the time the grievance was received.
 - b. No grievance shall be filed later than 30 school days after the event constituting the alleged violation became knowable to the Grievant.
6. Step 2:
 - a. In the event the grievance is to be adjusted under Step 1, the individual Grievant or the Association through its Grievance Committee, at the Grievant request may within 10 days from the written answer take up such grievance with the Superintendent.
 - b. 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 10 days of the hearing.
7. Step 3:
 - a. If the unit member 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 15 school days after receiving the decision at Step 2.

- b. Within 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.
- c. Within 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.

8. Step 4:

- a. After such decision at Step 3, if the aggrieved party and the Association are 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 15 working days of the decision at Step 3.
- b. 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 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.
- c. Within 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, either party may make a request for appointment to the American Arbitration Association (A.A.A.).
- d. The rules of the American Arbitration Association will apply insofar as they relate to procedure and selection of arbitrator.
- e. The arbitrator so selected shall hold hearings promptly and shall render his/her decision no later than 10 school days and a written report furnished to all parties.
- f. All parties to the arbitrator shall accept a decision of the arbitrator as final and binding.
- g. 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 Association did not represent the person.

ARTICLE 16 – DURATION

This agreement shall take effect on July 1, 2014 and shall terminate on June 30, 2018.


ARTICLE 17 – 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 days after the effective date of this Agreement or fifteen days after the effective date of employment, whichever is later, each unit member will pay the Half Hollow Hills Administrators Association each month a service charge toward the Administration of this Agreement and the representation of such unit member, provided however that each unit member will have available to his/her membership in the Half Hollow Hills Unit members 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 District with a list of names of non-members at least fifteen days prior to the deduction of the Agency Fee.
- B. The Half Hollow Hills Unit 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 unit member'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 District, Board of Education and its unit members, harmless from any and all lawsuits, actions or proceedings at law before the courts or an administrative agency arising from this Article.

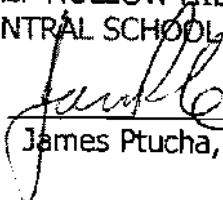
ARTICLE 18 – GENERAL

- 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 calendar days after receipt of said notice.
- B. If any provisions of this agreement or any application of the agreement to any unit member or group of unit members 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 SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- D. As indication of this agreement, the following signatures have duly been authorized:

THE HALF HOLLOW HILLS
UNIT MEMBERS ASSOCIATION

By 
Andrew Greene, President

BOARD OF EDUCATION
HALF HOLLOW HILLS
CENTRAL SCHOOL DISTRICT

By 
James Ptucha, President

ADMINISTRATORS' ASSOCIATION SALARY SCHEDULE A
7/1/14 - 6/30/15

STEP + 0.25%

Step	SUPERVISOR 10-1/2 MO. EL/MS/HS ASSISTANT PRINCIPAL	MIDDLE SCHOOL ASSISTANT PRINCIPAL	COORDINATOR HIGH SCHOOL ASSISTANT PRINCIPAL	DIRECTOR ELEMENTARY PRINCIPAL	EXECUTIVE DIRECTOR MIDDLE SCHOOL PRINCIPAL	HIGH SCHOOL PRINCIPAL
	A	B	C	D	E	F
1	\$100,571	\$106,498	\$109,252	\$112,930	\$117,983	\$127,631
2	\$104,246	\$110,173	\$113,389	\$117,525	\$123,037	\$133,145
3	\$107,922	\$113,847	\$117,525	\$122,119	\$128,092	\$138,659
4	\$111,595	\$117,525	\$121,659	\$126,712	\$133,145	\$144,174
5	\$115,272	\$121,198	\$125,794	\$131,307	\$138,200	\$149,685
6	\$118,947	\$124,875	\$129,929	\$135,902	\$143,254	\$155,199
7	\$122,625	\$128,552	\$134,065	\$140,496	\$148,307	\$160,712
8	\$126,299	\$132,227	\$138,200	\$145,092	\$153,361	\$166,226
9	\$129,975	\$135,902	\$142,333	\$149,685	\$158,416	\$171,740
10	\$133,650	\$139,577	\$146,469	\$154,280	\$163,469	\$177,251
11	\$137,324	\$143,254	\$150,605	\$158,873	\$168,523	\$182,767
12	\$140,871	\$146,927	\$154,741	\$163,469	\$173,578	\$188,280
13	\$143,793	\$150,474	\$158,288	\$167,015	\$177,124	\$191,825
14	\$146,544	\$153,397	\$161,209	\$169,936	\$180,045	\$194,748
15	\$149,216	\$156,147	\$163,960	\$172,687	\$182,798	\$197,499

ADMINISTRATORS' ASSOCIATION SALARY SCHEDULE A

7/1/15 - 6/30/16

**STEP +
0.25%**

Step	10-1/2 MO.		COORDINATOR	DIRECTOR	EXECUTIVE DIRECTOR	
	ELEM/MS/HS ASSISTANT PRINCIPAL A	MIDDLE SCHOOL ASSISTANT PRINCIPAL B	HIGH SCHOOL ASSISTANT PRINCIPAL C	ELEMENTARY PRINCIPAL D	MIDDLE SCHOOL PRINCIPAL E	HIGH SCHOOL PRINCIPAL F
1	\$100,822	\$106,764	\$109,525	\$113,212	\$118,278	\$127,950
2	\$104,507	\$110,448	\$113,672	\$117,819	\$123,345	\$133,478
3	\$108,192	\$114,132	\$117,819	\$122,424	\$128,412	\$139,006
4	\$111,874	\$117,819	\$121,963	\$127,029	\$133,478	\$144,534
5	\$115,560	\$121,501	\$126,108	\$131,635	\$138,546	\$150,059
6	\$119,244	\$125,187	\$130,254	\$136,242	\$143,612	\$155,587
7	\$122,932	\$128,873	\$134,400	\$140,847	\$148,678	\$161,114
8	\$126,615	\$132,558	\$138,546	\$145,455	\$153,744	\$166,642
9	\$130,300	\$136,242	\$142,689	\$150,059	\$158,812	\$172,169
10	\$133,984	\$139,926	\$146,835	\$154,666	\$163,878	\$177,694
11	\$137,667	\$143,612	\$150,982	\$159,270	\$168,944	\$183,224
12	\$141,223	\$147,294	\$155,128	\$163,878	\$174,012	\$188,751
13	\$144,152	\$150,850	\$158,684	\$167,433	\$177,567	\$192,305
14	\$146,910	\$153,780	\$161,612	\$170,361	\$180,495	\$195,235
15	\$149,589	\$156,537	\$164,370	\$173,119	\$183,255	\$197,993

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ADMINISTRATORS' ASSOCIATION SALARY SCHEDULE A
7/1/16 - 6/30/17

STEP + 0.25%

Step	10-1/2 MO.	MIDDLE	COORDINATOR	DIRECTOR	EXECUTIVE	
	ELEM/MS/HS ASSISTANT PRINCIPAL A	SCHOOL ASSISTANT PRINCIPAL B	HIGH SCHOOL ASSISTANT PRINCIPAL C	ELEMENTARY PRINCIPAL D	DIRECTOR MIDDLE SCHOOL PRINCIPAL E	HIGH SCHOOL PRINCIPAL F
1	\$101,074	\$107,031	\$109,799	\$113,495	\$118,574	\$128,270
2	\$104,768	\$110,724	\$113,956	\$118,114	\$123,653	\$133,812
3	\$108,462	\$114,417	\$118,114	\$122,730	\$128,733	\$139,354
4	\$112,154	\$118,114	\$122,268	\$127,347	\$133,812	\$144,895
5	\$115,849	\$121,805	\$126,423	\$131,964	\$138,892	\$150,434
6	\$119,542	\$125,500	\$130,580	\$136,583	\$143,971	\$155,976
7	\$123,239	\$129,195	\$134,736	\$141,199	\$149,050	\$161,517
8	\$126,932	\$132,889	\$138,892	\$145,819	\$154,128	\$167,059
9	\$130,626	\$136,583	\$143,046	\$150,434	\$159,209	\$172,599
10	\$134,319	\$140,276	\$147,202	\$155,053	\$164,288	\$178,138
11	\$138,011	\$143,971	\$151,359	\$159,668	\$169,366	\$183,682
12	\$141,576	\$147,662	\$155,516	\$164,288	\$174,447	\$189,223
13	\$144,512	\$151,227	\$159,081	\$167,852	\$178,011	\$192,786
14	\$147,277	\$154,164	\$162,016	\$170,787	\$180,946	\$195,723
15	\$149,963	\$156,928	\$164,781	\$173,552	\$183,713	\$198,488

ADMINISTRATORS' ASSOCIATION SALARY SCHEDULE A

STEP + 0.25%

7/1/17 - 6/30/18

Step	10-1/2 MO.	MIDDLE SCHOOL ASSISTANT PRINCIPAL	COORDINATOR	DIRECTOR	EXECUTIVE DIRECTOR	HIGH SCHOOL
	ELEM/MS/HS ASSISTANT PRINCIPAL				MIDDLE SCHOOL	
	A	B	C	D	E	F
1	\$101,327	\$107,299	\$110,073	\$113,779	\$118,870	\$128,591
2	\$105,030	\$111,001	\$114,241	\$118,409	\$123,962	\$134,147
3	\$108,733	\$114,703	\$118,409	\$123,037	\$129,055	\$139,702
4	\$112,434	\$118,409	\$122,574	\$127,665	\$134,147	\$145,257
5	\$116,139	\$122,110	\$126,739	\$132,294	\$139,239	\$150,810
6	\$119,841	\$125,814	\$130,906	\$136,924	\$144,331	\$156,366
7	\$123,547	\$129,518	\$135,073	\$141,552	\$149,423	\$161,921
8	\$127,249	\$133,221	\$139,239	\$146,184	\$154,513	\$167,477
9	\$130,953	\$136,924	\$143,404	\$150,810	\$159,607	\$173,030
10	\$134,655	\$140,627	\$147,570	\$155,441	\$164,699	\$178,583
11	\$138,356	\$144,331	\$151,737	\$160,067	\$169,789	\$184,141
12	\$141,930	\$148,031	\$155,905	\$164,699	\$174,883	\$189,696
13	\$144,873	\$151,605	\$159,479	\$168,272	\$178,456	\$193,268
14	\$147,645	\$154,549	\$162,421	\$171,214	\$181,398	\$196,212
15	\$150,338	\$157,320	\$165,193	\$173,986	\$184,172	\$198,984

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ADMINISTRATORS SALARY SCHEDULE B

2014-2018

Start after 7/1/2014

Step	EL/MS/HS	MS ASST.	HS ASST.	ELEM.	EXEC. DIR.	
	10-1/2 MO. ASST. PRINC.	PRINCIPAL	PRINCIPAL COORDINATOR	PRINCIPAL DIRECTOR	MS PRINCIPAL	HS PRINCIPAL
	A	B	C	D	E	F
1	\$104,000	\$109,000	\$113,000	\$120,000	\$124,000	\$128,000
2	\$106,400	\$111,600	\$115,800	\$122,800	\$127,100	\$131,500
3	\$108,800	\$114,200	\$118,600	\$125,600	\$130,200	\$135,000
4	\$111,200	\$116,800	\$121,400	\$128,400	\$133,300	\$138,500
5	\$113,600	\$119,400	\$124,200	\$131,200	\$136,400	\$142,000
6	\$116,000	\$122,000	\$127,000	\$134,000	\$139,500	\$145,500
7	\$118,400	\$124,600	\$129,800	\$136,800	\$142,600	\$149,000
8	\$120,800	\$127,200	\$132,600	\$139,600	\$145,700	\$152,500
9	\$123,200	\$129,800	\$135,400	\$142,400	\$148,800	\$156,000
10	\$125,600	\$132,400	\$138,200	\$145,200	\$151,900	\$159,500
11	\$128,000	\$135,000	\$141,000	\$148,000	\$155,000	\$163,000
12	\$130,400	\$137,600	\$143,800	\$150,800	\$158,100	\$166,500
13	\$132,800	\$140,200	\$146,600	\$153,600	\$161,200	\$170,000
14	\$135,200	\$142,800	\$149,400	\$156,400	\$164,300	\$173,500
15	\$137,600	\$145,400	\$152,200	\$159,200	\$167,400	\$177,000
16	\$140,000	\$148,000	\$155,000	\$162,000	\$170,500	\$180,500
17	\$142,400	\$150,600	\$157,800	\$164,800	\$173,600	\$184,000
18	\$144,800	\$153,200	\$160,600	\$167,600	\$176,700	\$187,500
19	\$147,200	\$155,800	\$163,400	\$170,400	\$179,800	\$191,000
20	\$150,000	\$157,000	\$165,000	\$174,000	\$184,000	\$194,500

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