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AD/8751

A G R E E M E N T

Between

**BOARD OF EDUCATION
HUNTINGTON UNION FREE SCHOOL DISTRICT**

And

HUNTINGTON CHAIRPERSONS' ASSOCIATION

July 1, 2003

To

June 30 2006

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

FEB 25 2010

ADMINISTRATION

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ARTICLE I

The Board of Education recognizes the Huntington Chairpersons' Association as the exclusive representative for the purpose of collective negotiations and the settlement of grievances for all Department Chairpersons.

ARTICLE II

The Huntington Chairpersons' Association agrees to maintain its eligibility to represent all Department Chairpersons by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all Department Chairpersons without regard to membership or participation in, or association with, the activities of any employee organization.

The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status, physical handicap, or membership or participation in, or association with the activities of any employee organization.

ARTICLE III

SALARY AND OTHER BENEFITS

A. Stipends for Department Chairpersons shall be as follows:

<u>Stipend</u>	<u>Title</u>
A	English, Language Arts 4-12
A	Mathematics 4-12
A	Science 4-12
A	Social Studies 4-12
A	PPS/Special Education 9-12
A	PPS/Special Education 4-8
A	PPS/Special Education K-3

The stipend will be as follows:

<u>Stipend A</u>	<u>Stipend B</u>
2003/04 - \$8,078	2003/04 - \$7,169
2004/05 - \$8,402	2004/05 - \$7,455
2005/06 - \$8,738	2005/06 - \$7,754

B. Longevity

At the beginning of a Chairperson's 5th, 9th and 13th years of service as a Chairperson, each Chairperson shall receive longevity increases as follows:

Year	2003-2004	2004-2005	2005-2006
5 th	\$ 784	\$ 815	\$ 848
9 th	\$1567	\$1630	\$1695
13 th	\$2350	\$2440	\$2538

- C. The term of this agreement shall be four years commencing July 1, 2003 through June 30, 2006. During this period, the Department Chairperson shall be entitled to the same benefits as those provided to teachers within their contractual agreement with the district.
- D. In addition, the Board will make available a group life insurance policy with accidental death and dismemberment benefits in the amount of \$100,000 which will continue into retirement. The Board shall pay 100% of the premium of such insurance.
- E. The Board will also make available an additional \$50,000 policy with the same terms as above and a Dependents group life insurance policy in the amount of \$10,000 for spouse and \$2,000 per child. The employee shall pay 100% of the premium for such insurance.
- F. The Board will also make available excess major medical and vision care programs. The Board shall pay 100% of the premium for such insurance coverage as is included in the First Rehabilitation Excess Medical Policy No. 1103, Plan 1, level of benefits.
- G. The Huntington Chairpersons' Association will be consulted before an action is taken in the event a position with the title of Chairperson is created or deleted. Furthermore, the Huntington Chairpersons will be consulted before any action is taken in the event of changes in working conditions and/or supervisory assignment for members of this unit.

ARTICLE IV

MISCELLANEOUS MATTERS

A. Work Year

The Department Chairpersons will be required to work five (5) days after and five (5) days before the teachers work year. This distribution of additional work days will be maintained unless an alternate division is agreed upon by both parties. For each of these days, Department Chairpersons will be compensated at the rate of 1/200 of base salary plus stipend.

This payment shall be determined in the following manner:

Days at the beginning and end of the 2003-04 school year shall be calculated upon the 2003-04 school year salary plus stipend. This same method of calculation shall be applied in the school years 2004-05 and 2005-06. Chairpersons may be required to work an additional two days as needed and mutually agreed upon. Chairpersons shall be compensated for these days and any additional days at the rate of 1/200th of base salary plus stipend.

B. In the event grade level supervision reverts back to those listed below, teaching assignments for chairpersons shall be:

<u>Chairperson for:</u>	<u>Max. Teaching Assignments</u>
English Language Arts (7-12)	2
Social Studies (7-12)	2
Science (7-12)	2
Mathematics (7-12)	2
PPS/Special Education (9-12)	2*
PPS/Special Education (7-8)	2*
PPS/Special Education (K-3)	2*

* Assignment determined by Building Principal and Chairperson

Only those chairpersons who hold the New York State S.A.S. certificate will be permitted to teach fewer than four classes. Any reduction in teaching assignments will be for the express purpose of increasing supervisory activities.

C. All Chairpersons without full-time clerical assistance assigned to their offices will be provided with part-time clerical assistance.

D. Members of the Huntington Chairpersons Association will be entitled to compensation at the rate of 100% for graduate course fees for up to twelve credits maximum when directed by the Board to attend such courses. Such directed course credits shall not be applicable for advancement on the salary schedule.

E. Sick Leave Bank

1. The parties agree to establish a Sick Leave Bank in order to assist members of the unit who suffer prolonged illnesses (due to illness and/or accident) beyond their personal accumulations of full and half sick days. This Sick Leave Bank shall consist of any unused days from the previous year and an additional fifteen (15) days contributed by the Board of Education. The sick bank shall contain a maximum of 200 days.
2. To become eligible for Sick Leave Bank Days, a department chairperson must deplete his/her total of full sick days and/or half sick days. In no event shall the Board of Education be obligated to pay for any additional sick leave days in excess of the number of days contained in the Sick Leave Bank.
3. The Board shall have the option of having the illness certified in writing by a physician certified by the Board.
4. Subject to the provisions of Paragraph 3, control over approving and disapproving requests for use of the Sick Leave Bank will rest solely with the Huntington Chairpersons Association which agrees to administer the bank without prejudice or discrimination against any members of the unit.
5. Requests for use of the Sick Leave Bank shall be submitted in writing to the President of the Huntington Chairpersons' Association. All decisions in regard to these requests will be communicated to the Assistant Superintendent for General Administration and Personnel.

F. Smoking by chairpersons is prohibited at all times in all buildings and on all grounds of the Huntington Union Free School District.

G. Staff Development

Effective July 1, 2001 and thereafter, chairpersons shall be required to provide up to 20 hours of staff development time without additional compensation pursuant to the approval of the Assistant to the Superintendent for Curriculum and Instruction.

H. Retirement Incentive

The retirement incentive provision set forth in the ATH contract shall be extended to the members of this unit beyond the age of 55 for retirement effective June 30, 2005 or June 30, 2006, only, the provision to sunset thereafter.

- I. Effective for contributions during calendar 2005 and thereafter, the District shall make available to chairs authorized plans pursuant to the IRS §§ 403(b) and 457 to the same extent as are available to the District's administrators' bargaining unit.

ARTICLE V

GRIEVANCE PROCEDURE

A. **Definition of a Grievance**

A grievance shall mean a complaint by an employee or group of employees in the bargaining unit or by the Association, (1) that there has been as to him or to them a violation, misinterpretation, or inequitable application of any of the provisions of the Agreement between the Board of Education of Huntington U.F.S.D. and the Huntington Chairpersons' Association hereinafter referred to as the Chairpersons' Association, or (2) that he or they have been treated unfairly or inequitably by reason of any act or condition which is contrary to written policies of the Board of Education, or (3) that he or they have been inequitably treated contrary to established practice affecting working conditions. However, the term "grievance" shall not apply to any matter as to which (1) method of review is prescribed by law, or by any rule or regulation of the State Commissioner having the force and effect of law, or by any by-law of the Board of Education, or (2) the Board of Education is without authority to act.

B. **Initiation of Grievance**

Every effort should be made to prevent and resolve differences on an informal basis before formal procedures are invoked. Formal grievances must originate in a written complaint stating the facts constituting the grievance and the nature of the grievance by an individual, or group of individuals or the Chairpersons' Association claiming that there is for him or them a specific grievance as defined above.

C. **Procedures in Handling a Grievance**

An individual or group of individuals claiming a grievance may pursue this grievance through as many of the following steps as they wish.

1. **Level 1**

A hearing before and determination by the responsible supervisor and/or his/her representative.

- a) The supervisor or his/her representative will arrange a hearing upon receipt of written grievance.

- b) The supervisor or his/her representative will render a written decision after the hearing is concluded.
- c) The aggrieved may, within five (5) school days, appeal in writing the decision by the supervisor or his/her representative.

2. **Level 2**

A hearing of and determination by the Superintendent of Schools and/or his/her designated agent.

- a) The Superintendent or his/her designated agent shall arrange for a hearing after receipt of an appeal from Level 1.
- b) The Superintendent or his/her designated agent will render a written decision after the hearing is concluded.
- c) The aggrieved may, within fifteen (15) school days after receipt of the Superintendent's decision, submit an appeal to the Board of Education.

3. **Level 3**

Action by the Board of Education

The Board of Education will arrange for a timely hearing after receipt of the appeal, and shall issue a written opinion after the hearing is concluded, not later than twenty (20) days after the hearing.

In these hearings, the aggrieved party or parties may appear alone, may be accompanied by a representative they select to assist, or may call upon a representative of the Chairpersons' Association to attend with them and assist. The Chairpersons' Association shall be advised at each level of the nature of the grievance, time and place of the hearing, and may, if it wishes, be represented at each hearing and submit a statement on its interest in the proceedings.

4. **Intent to Adhere to Guidelines Developed in Hearings**

Both the Board of Education and the Chairpersons' Association agree to respect and advise all interested parties to follow the guidelines established in the hearings, and not to continue to create or bring further cases on matters clearly established.

5. **Implementation**

No claim shall be heard under this procedure unless a written notice of claim setting forth the facts constituting the grievance is served upon the principal of the school in which the grievant is employed no later than thirty (30) days after the occurrence of the event or events constituting the grievance.

ARTICLE VI

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2003 and shall continue in force and effect through June 30, 2006.

ARTICLE VII

CONFORMITY TO LAW – SAVING CLAUSE

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and no substitute provision shall be established except upon consultation between the parties.

In the event that any provision of the Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE VIII

204-A TAYLOR LAW

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 therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE IX

NO STRIKE PLEDGE

The Huntington Chairpersons' Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Chairpersons' Association, therefore, agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by the employees covered by this Agreement nor any instigation thereof.

**DEPARTMENT CHAIRPERSONS'
ASSOCIATION**

HUNTINGTON U.F.S.D.

Debra Haskins, President

John J. Finello
Superintendent of Schools

Date

Date