



**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](mailto:ilrref@cornell.edu)

**Contract Database Metadata Elements**

Title: **Chatham Central School District and Chatham Principals Association (2008)**

Employer Name: **Chatham Central School District**

Union: **Chatham Principals Association**

Effective Date: **07/01/08**

Expiration Date: **06/30/12**

PERB ID Number: **8736**

Unit Size:

Number of Pages: **21**

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/>

AD 1 | 8736

# **AGREEMENT**

**BETWEEN THE CHATHAM CENTRAL SCHOOL DISTRICT**

**And**

**THE CHATHAM SCHOOL DISTRICT PRINCIPALS' ASSOCIATION**

**July 1, 2008 until June 30, 2012**

**RECEIVED  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**MAY 11 2009**

**ADMINISTRATION**

# TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE .....	2
ARTICLE I – RIGHTS OF THE SUPERINTENDENT AND BOARD .....	2
ARTICLE II—DUES DEDUCTION .....	2
ARTICLE III—PROFESSIONAL DEVELOPMENT .....	3
ARTICLE IV—ADMINISTRATIVE COMMUNICATIONS .....	3
ARTICLE V—WORK YEAR.....	4
ARTICLE VI—LEAVES .....	4
ARTICLE VII—INSURANCE .....	7
ARTICLE VIII—GRIEVANCE PROCEDURE.....	10
ARTICLE IX—COMPENSATION .....	12
ARTICLE X—SALARY SUPPLEMENT .....	13
ARTICLE XI—MISCELLANEOUS PROVISIONS.....	14
ARTICLE XII—SAVINGS CLAUSE .....	14
ARTICLE XIII—REQUIREMENT PER TAYLOR LAW .....	15
ARTICLE XIV—DURATION.....	15
APPENDIX A – SALARY SCHEDULE .....	16
APPENDIX B - SICK LEAVE POOL GUIDELINES .....	17

## **PREAMBLE**

In order to implement the provisions of the Taylor Law and to encourage the continuation of the effective and harmonious working relationship between the Board of Education and the Chatham Central School District (hereinafter called "Board") and its Principals and Assistant Principals, represented by the Chatham Principals' Association (hereinafter called "Association"), the Chief Executive Officer of the Board (hereinafter called "Superintendent") and the Association enter this Agreement.

## **ARTICLE I**

### **RIGHTS OF THE SUPERINTENDENT AND BOARD**

The Superintendent and Board retain all of the rights, powers and authority exercised or had by them prior to the time of this Agreement except as specifically limited by the express provisions of this Agreement.

## **ARTICLE II**

### **DUES DEDUCTION**

1. The Board shall deduct from the salary of each unit member, who so authorizes in writing on an agreed upon form, dues for membership in any appropriate professional organization so designated by the Administrator.
2. Deduction authorizations shall continue in full force and effect until the Administrator notifies both the Board and the Association in writing of his/her desire to withdraw his/her authorization. This will take effect the second paycheck after being received by the business office.

### ARTICLE III

#### PROFESSIONAL DEVELOPMENT

In order to encourage professional growth and development, the District will bear the expense associated with travel and tuition provided that the course/workshop/conference is directly related to the unit member's job and has the prior approval of the Superintendent.

### ARTICLE IV

#### ADMINISTRATIVE COMMUNICATIONS

1. Copies of all materials to be placed in a unit member's personnel file will be forwarded to the affected unit member. The Unit member will also have the right to submit a written answer to the material and his/her answer shall be reviewed by the Superintendent, initialed by him/her, and attached to the file copy.

2. A unit member shall have the right, upon request, to review the contents of his/her personnel file and to *receive* copies of any documents in it. A unit member shall be entitled to have a representative of the Association accompany him/her during the review.

3. Evaluations shall be conducted by the Superintendent *or* his/her designee.

**ARTICLE V**

**WORK YEAR**

1. Unit members shall work a 12-month work year.
  
2. All unit members are expected to work on snow days, unless otherwise notified by the Superintendent.

**ARTICLE VI**

**LEAVES**

1. Vacations – Record of absence forms shall be submitted to the Superintendent. Unit members hired prior to July 1, 2004 shall receive 25 days of vacation each year. Unit members hired July 1, 2004 or thereafter shall earn vacation time as follows each school year:

Years 1-2.....	15 days
Years 3-4.....	20 days
Years 5+.....	25 days

Vacation time shall be available at the beginning of each school year; however, if a unit member does not complete the full work year, the vacation time will be prorated. For vacation time to be used between September 1 and July 1, the unit member must submit a tentative vacation schedule prior to September 30. For vacation time to be used during the summer months, a member or members of the Association and the Superintendent will meet prior to April 1 and establish a vacation schedule. *As of the effective date of this Agreement, unit members will cease to accumulate unused vacation but can carry over up to five days of unused vacation for use in*

*the following year only. Any days accumulated up to the effective date of this Agreement may be used or carried over during the four-year term of this Agreement. Any unit member hired prior to July 1, 2008, having as of June 30, 2012 unused accumulated vacation time, will be paid for up to 30 such unused accumulated days, multiplied by the rate of his or her July 1, 2008 per diem salary. The remainder of any unused accumulated vacation time, except for up to five days of carryover, shall be forfeited, effective June 30, 2012.*

2. Holidays – Unit members shall receive the following 12 District recognized and observed holidays annually. If class is in session on a holiday, another day shall be offered in the same school year.

Independence Day	Labor Day	Columbus Day
Veterans Day	Thanksgiving Day	Day after Thanksgiving
Christmas Day	New Years Day	Martin Luther King
Presidents Day	Good Friday	Memorial Day

3. Personal Business Leave – Unit members shall annually receive six business leave days. *Personal leave is intended to be used for personal business that cannot be accomplished other than during school hours.* Reasonable prior notice will be provided to the Superintendent where possible. Unused personal leave shall *convert to sick leave.*

4. Sick Leave/Family Illness – Unit members shall annually receive 18 days of sick leave, cumulative to a total of 300 days to be used for a personal illness or to provide care for a member of the immediate family suffering from an illness. *As used in this section, the term “immediate family” shall mean the employee’s spouse, child, parent, grandparent, sibling, parent-in-law, sibling-in-law, or any dependent with whom the employee resides.*

*Unit members shall not be eligible for sick leave until they have been employed for 90 days. See Sick Leave Policy.*

**Guidelines Appendix B** *The decisions of the committee with respect to the administration of the Pool shall be final and binding upon the unit member, the District and the Association.*

5. Bereavement Leave – Unit members may be granted leave without charge to other leave credits in the event of death in the employee’s immediate family, up to a maximum of five (5) days as each situation presents itself. As used in this section, the term “immediate family” shall mean the employee’s spouse, child, parent, grandparent, sibling, parent-in-law, sibling-in-law or any dependent with whom the employee resides.

6. Parental Leave – A Parental Leave of Absence shall be granted to a unit member for the purpose of child rearing or adopting and will be limited to those two family activities.

(a) A unit member shall be entitled, upon request, to a leave for the birth, adoption or placement of a child in foster care. The unit member shall notify the Superintendent, in writing, of a desire to take such leave and, except in case of emergency, shall give such notice at least ninety (90) days prior to the date on which the leave is to begin.

(b) A parental leave shall be limited in length to no more than two (2) years following the beginning of the leave. The date of return must be specified by the unit member upon application for parental leave. If there is a change in the original intent to return to work, the request shall be submitted to the Superintendent for *consideration and determination*.

7. Jury Duty -- Upon receipt of proof of the requirement to serve for jury duty, a unit member shall be granted leave for that purpose, without charge to other leave credits, provided that he or she delivers to the District Treasurer, for deposit in the general funds of the District, all fees (other than amounts received for meals and or travel allowance) paid to such employee for such jury service.



**ARTICLE VII**

**INSURANCE**

1. *The District will provide to eligible unit members, their dependents, and retirees, health insurance coverage, the premium of which shall be fully paid by the District with contribution amounts as indicated below. Current eligible unit members, their dependents, and retirees who have retired on July 1, 2008 and thereafter shall be covered under the health/major medical insurance plan in effect at the time of retirement or a comparable or better plan subject to the following provisions:*

*A. Effective July 1, 2008, the District shall pay 89% percent of the premium cost of the health insurance plan for individual, two-person and family coverage.*

*B. Effective July 1, 2009, the District shall pay 89% percent of the premium cost of the health insurance plan for individual, two-person and family coverage.*

*C. Effective July, 2010, the District shall pay 87% percent of the premium cost of the health insurance plan for individual, two-person and family coverage.*

*D. Effective July 2011, the District shall pay 86% percent of the premium cost of the health insurance plan for individual, two-person and family coverage.*

*E. Premium amounts not covered by the District shall be employee's responsibility and deducted from employee payroll through equal payroll installments and billed to retirees on a monthly basis.*

*F. For unit members hired after July 1, 2004, the District will no longer provide dual health insurance coverage for spouses both employed by CCSD.*

*G. Unit members retiring for the duration of this Agreement will pay 11% of the premium cost of their retiree health insurance plan. Unit members retiring thereafter will continue to pay the contribution rate in effect on the date of their retirement. Unit members retiring effective July 1, 2008 and thereafter must have a minimum of ten (10) years continuous service with the District to be eligible for health insurance benefits pursuant to this article in retirement.*

*H. When choosing the Blue Cross/Blue Shield of Northeastern New York P.P.O. provided by the District, the carved out prescription drug plan shall be a 10% cost per prescriptive order on mail order pharmacy prescriptions with a cap of \$250 per policy per plan year, after which the cost of mail order prescriptions will be without co-pay for the remainder of the plan year. There will be a 20% co-pay on all retail pharmacy prescriptions with no cap.*

*I. Any unit member otherwise eligible may voluntarily enroll in a Health Maintenance Organization ("HMO") with which the Board of Education has entered into an agreement to offer health services to District personnel, in lieu of the group insurance plan for hospital, medical, surgical and related services provided by Section 1 of this Article. If a unit member elects such option, the District will contribute monthly in his or her behalf all or a portion of premium or subscription charge for such comprehensive coverage up to the amount the District would have paid or contributed had the unit member not elected such HMO. If the premium or subscription charge required for a unit member's participation in the HMO is greater than the amount the District is liable to contribute under this Section, the District agrees to check off from the unit member's pay, upon receipt of a written authorization for such purpose from the unit member, the additional amount required for full payment of the premium or subscription charge.*

*2. At the time of retirement, for unit members eligible for Medicare Part B coverage, the District will pay 90 percent of Medicare Part B contribution for unit members hired prior to July 1, 2004, and the District shall not contribute towards the Medicare Part B contribution for unit members hired after July 1, 2004.*

3. *For unit members hired prior to July 1, 2004 the District shall pay to any unit member who decides not to be covered by health insurance, upon proof of insurance coverage other than by the district, 50 percent of the District's premium payment for the coverage being withdrawn from, said amount to be paid in two equal installments, the first being no later than January 31, and the second being no later than June 30. Such payments are to be pro-rated in the case of an employee leaving the District's employment, commencing personal or child-rearing leave or having enrolled in the plan during the school year of withdrawal therefrom. Active unit members who are spouses employed by the District shall be eligible for a health insurance buy-out pursuant to this section upon proof of insurance coverage provided other than by the District. For unit members hired July 1, 2004 or thereafter, no buyout payment shall be made.*

4. *In the event of the unit member's death, the district shall make available to the surviving spouse participation in the district's health insurance program, with one hundred percent (100%) of the premium cost of the health insurance plan funded by the surviving spouse.*

5. *The District will make available to eligible unit members and their dependents (but not to retirees, whether or not employed by the District during the term of this Agreement) an 80/20 co-payment dental insurance plan provided by, or comparable with that provided by, Empire Blue Cross and Blue Shield. The District will pay 50 percent of the premium for such insurance for any unit member who elects to participate in such plan.*

## ARTICLE VIII

### GRIEVANCE PROCEDURE

#### A. General Provisions

1. A grievance shall be any claim by a unit member or group of unit members or the Association on its own behalf (“grievant”) that there has been a violation, misinterpretation or inequitable application of this Agreement.

2. All grievances shall include the name and position of the grievant, the time and place of the grievance, the identity of the person claimed to be responsible for the grievance, the specific contract provision that is allegedly violated and a general statement of the nature of the grievance and the redress sought.

3. A grievant may elect to have a representative of the Association act on his/her behalf at each level of the grievance procedure.

4. Failure by the District to hold a hearing or render a decision within the time limits set forth herein shall be construed as a denial of the grievance and permit appeal to the next level of the grievance procedure.

#### B. Procedure

##### Step 1: Superintendent – Informal

The grievant shall orally present the grievance to the Superintendent with the objective of resolving the matter informally. The request for this meeting with the Superintendent must be

within twenty (20) working days of when the grievant knows or should have known of the grievance.

If the Superintendent has not met with the grievant within ten (10) working days of the grievant's request, grievant may take the grievance to Step 2: Superintendent – Formal.

Step 2: Superintendent – Formal

*If the grievant has requested informal resolution and the grievance is not resolved informally, it may be reduced to writing and presented to the Superintendent within thirty-one working days of when the grievant knew or should have known of the grievance. Within ten working days after the written grievance is presented to the Superintendent, he or she shall render a decision on the grievance in writing.*

Step 3: Board

(a) If the grievant is not satisfied with the decision of Step 2, an appeal may be filed in writing with the Board within fifteen (15) working days after the Superintendent has issued his decision.

(b) Within fifteen (15) working days after the receipt of an appeal, the Board or subcommittee of the Board shall hold a hearing on the grievance. The hearing shall be in executive session.

(c) The Board shall give its written decision within ten (10) working days after the conclusion of the hearing.

Step 4: Binding Arbitration

(a) If the Association is dissatisfied with the decision at Step 3, in its sole discretion it may submit the grievance to arbitration by written notice to the Board of Education and the American Arbitration Association (“AAA”) within 15 school days after receipt of the Board of Education’s decision at Stage 3. An arbitrator from AAA will be selected and mutually agreed upon by both parties. The parties will be bound by the voluntary labor arbitration rules of the AAA. The arbitrator will be without power or authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or applicable law. The decision of the arbitrator shall be final and binding upon all parties. The cost of the services of the arbitrator shall be borne equally by the District and the Association.

**ARTICLE IX**

**COMPENSATION**

Each unit member shall be compensated in accordance to the salary schedule in Appendix A. The District retains the right to set the hiring rate for any unit position in the event of a vacancy therein.

*Each unit member hired prior to July 1, 2008 shall receive an annual Tax Sheltered Annuity in each year of the contract as follows:*

*6-10 years of administrative service .....\$2,250*

*more than 10 years of administrative service .....\$3,500*

*The Tax Sheltered Annuity benefit shall sunset as of June 30, 2012.*

**ARTICLE X**

**SEVERAGE PACKAGE**

*For unit members having completed a minimum of ten years of administrative service to the District, a severance payment shall be offered to those resigning in years one through three of the contract as follows:*

*Year 1, 65% of accumulated sick days remaining as of the date of separation multiplied by the unit member's July 1, 2008 per diem salary ; plus 100% of unused vacation days as of the date of separation multiplied by the unit member's July 1, 2008 per diem salary*

*Year 2, 50% of accumulated sick days remaining as of the date of separation multiplied by the unit member's July 1, 2008 per diem salary; plus 100% of unused vacation days as of the date of separation multiplied by the unit member's July 1, 2008 per diem salary*

*Year 3, 40% of accumulated sick days remaining as of the date of separation multiplied by the unit member's July 1, 2008 per diem salary; plus 100% of unused vacation days as of the date of separation multiplied by the unit member's July 1, 2008 per diem salary*

*The unit member's severance may have any portion of their salary supplement, health insurance, or other benefits that are not covered by the annual allowable maximum established in the District's Retirement Plan. The District shall not be responsible for the cost of any such benefits.*

*This severance benefit shall sunset after year 3.*

*The entire severance package is conditioned upon at least one eligible unit member resigning with an effective resignation date on or before June 30, 2009.*

## **ARTICLE XI**

### **MISCELLANEOUS PROVISIONS**

Employees are entitled to a workplace that is free of harassment, intimidation, and fear. Consistent with the Collective Bargaining Agreement and State Law, administrative decisions will be made based upon what is best for the educational program. Administrative actions with regard to issues such as transfers, work assignments, leave approvals, employee evaluations, discipline, etc., will not be used by the Superintendent as a way to harass or intimidate employees whom they do not favor.

Problems or difficulties related to the performance of an administrator, (excluding disciplinary actions), will be conducted in private by the Superintendent. In turn, an administrator will demonstrate similar professional courtesy to the Superintendent.

In the event that an employee or the Association has reason to believe that a unit member has been subjected to retaliation, the District agrees to convene a meeting with the union to address such issue upon written request of the union. If this section has been violated, a meeting among the Association, the employee, and the Superintendent shall be scheduled immediately to discuss the problem.

## **ARTICLE XII**

### **SAVINGS CLAUSE**

If any provision of this Agreement is or shall at any time be judged contrary to law in a court of competent jurisdiction, then such provision shall not be applicable or performed or



enforced or subject to the grievance procedure, except to the extent permitted by law. However, all other provisions of this Article will continue in effect.

**ARTICLE XIII**

The Board of Education shall maintain all practices, policies and terms and conditions of employment not set forth in this agreement. However, it is agreed by and between the parties that any provision of this agreement requiring legislative action its implementation by amendment of law or by providing the additional fund therefor, shall not become effective until the appropriate legislative body has given approval.

**ARTICLE XIV**

**DURATION**

This Agreement shall take effect July 1, 2008 and shall continue in effect through June 30, 2012.

WITNESS:

Date: \_\_\_\_\_

\_\_\_\_\_  
Superintendent of Schools, Chatham CSD

\_\_\_\_\_  
Principals' Association, Chatham CSD

## APPENDIX A

### SALARY SCHEDULE

	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Gordon Fitting	\$119,489	\$124,567	\$129,861	\$135,380
Ron Davis	\$111,953	\$116,711	\$121,671	\$126,842
Charlotte Frye	\$111,245	\$115,973	\$120,902	\$126,040
Larry Burud	\$107,165	\$111,720	\$116,468	\$121,418
John Thorsen	\$ 89,788	\$ 93,604	\$ 97,582	\$101,729

# APPENDIX B

## ***SICK LEAVE POOL GUIDELINES***

**CHATHAM CENTRAL SCHOOL PRINCIPALS' ASSOCIATION,  
CSEA ADMINISTRATIVE SUPPORT PERSONNEL,  
MANAGEMENT CONFIDENTIAL EMPLOYEES & DISTRICT SUPERVISORS  
(Supervisors of Transportation, Buildings & Grounds, Food Service)**

### **1. SICK LEAVE POOL REPRESENTATION**

Unit members may participate in a sick leave pool to be agreed upon by the parties. As authorized by the Superintendent, a committee shall be established for members of the Chatham Central School District Principals' Association, CSEA Administrative Support Personnel Association, and Management Confidential Employees/District Supervisors. A committee of five representatives shall administer the Pool, one chosen from each of the three representative groups, and two appointed by the District who shall act upon withdrawals. Members will elect their representatives on a yearly basis.

### **2. DEFINITION OF SICK POOL:**

The sick leave pool is an accumulative of sick leave days contributed by its members, from which members may withdraw days for use when absent for medical reasons or disability with approval of the committee.

### **3. CONTRIBUTION OF SICK LEAVE DAYS:**

A member who elects to participate in the Sick Leave Bank shall contribute one current sick leave day in October of the school year, and may contribute an additional day in February if requested to do so by the Committee. A new member who elects to participate in the Sick Leave Bank shall contribute three current sick leave days upon initial enrollment in October of the school year, and may contribute an additional day in February if requested to do so by the Committee. Members must elect to participate for the full year by October 1<sup>st</sup> of that school year, with the exception of employees hired after that date. Anyone hired during the school year may elect to participate within thirty days of their date of hire.

Employees that have reached the maximum number of days that they are allowed to accumulate at the end of the school year, may donate days to the sick pool that would have been lost.

#### 4. WITHDRAWAL OF DAYS:

- A. Employees who elect not to participate in the pool **shall not** be eligible to withdraw from the sick pool bank.
- B. Withdrawals shall be limited to participants who experience extended absences due to disability resulting from illness or accident. Participants must have exhausted all of their current accumulated sick leave.
  - 1. Disability means the inability to pursue one's occupation because of a physical or mental impairment as determined by a physician.
  - 2. Extended absence shall be defined as absence from school for NOT LESS than ten (10) consecutive working days.
  - 3. Sick bank credits will be awarded in blocks not to exceed 30 days. If more than 30 days are needed, members will be required to reapply and produce another letter of documentation from their physician.
  - 4. Use of the Sick Leave Bank days in the case of maternity disability will be limited to cover the actual period of disability as certified by the attending physician.
  - 5. In the event a member is incapacitated due to illness or injury, a family member or agent may complete the Sick Leave Bank Request form.
- C. A member must be under a physician's care to be eligible to withdraw days from the Bank.
  - 1. A member shall be required to submit a physician's statement indicating the nature of illness or injury, and the number of days that the member is to be, or was, absent due to the disability. Physician's statements will be required every 30 days.
  - 2. When a member returns to work after an extended disability for which Sick Leave Bank days have been used, and does so in a sporadic or part-time manner, his/her continued eligibility for withdrawal of days will be determined by the Committee.
- D. Sick Leave Bank days will be granted only for a member's own disability.
- E. Eligibility to withdraw days from the Sick Leave Bank shall cease upon termination of employment.

## Sick Leave Bank Request Form

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ School Assignment: \_\_\_\_\_

\*\*\*\*\*

Number of Days Requested from Sick Leave Bank: \_\_\_\_\_ (30 days max)

Nature of Disability:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby authorize the Chatham Central School District to release information from my personnel file regarding my medical history, doctor's records and/or letters, and use of sick leave in order that the Sick Leave Bank Committee can determine if I am eligible for leave days from the Sick Leave Bank.

\_\_\_\_\_  
Date Employee's Signature (Family Member/Agent)

\*\*\*\*\*

### Sick Leave Bank Committee

Sick Leave Bank Membership Yes \_\_\_\_\_ No \_\_\_\_\_

Physician's Statement Received (Date) \_\_\_\_\_

Request Approved: Yes \_\_\_ No \_\_\_  
\_\_\_\_\_  
Chairperson Date

Number of Days Approved \_\_\_\_\_ Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

