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Union: **Substitutes United in Broome (SUB)**

Local:

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Owego-Apalachin Central School
District And Substitutes United In
Broome

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AGREEMENT

Between the Superintendent of Schools
of the

**OWEGO APALACHIN CENTRAL SCHOOL
DISTRICT**

- and -

SUBSTITUTES UNITED IN BROOME

1997 - 2000

THE PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

MAR 12 1998

CONCILIATION

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ARTICLE 1. DISTRICT - SUB RELATIONS

1.1. Recognition

- 1.1.1. The bargaining unit shall:
 - 1.1.1.1 Include: all per diem substitute teachers and all per diem substitute nurses.
 - 1.1.1.2 Exclude: all other employees.
- 1.1.2. Bargaining unit members who commence employment as a teacher, shall be excluded from representation as a unit member for the entire duration of their service as a teacher.
 - 1.1.2.1. Teacher shall refer to the New York State certified teachers who hold a long term substitute appointment by the Board of Education or part-time teacher appointment or probationary or tenure appointment in the District and are actively serving as classroom teachers.
- 1.1.3. Bargaining unit members who commence employment as a nurse, shall be excluded from representation as a unit member for the entire duration of their service as a nurse.
 - 1.1.3.1. Nurse shall refer to New York State registered nurses' who hold a long term substitute appointment by the Board of Education or part-time or full-time appointment by the Board of Education and are actively serving as a nurse.

1.2. Dues Deduction

- 1.2.1. The District agrees to deduct from the salaries of bargaining unit members as per written authorizations from each bargaining unit member dues for SUB and its affiliate and to transmit the monies promptly to SUB when collected. Except for new hires, all bargaining unit members who elect to have dues deducted shall notify the District of their intent no later than October 1st of each year. SUB agrees that it shall not alter its dues deduction rate more than once per year and SUB shall notify the District of any change on or before September 1st of each school year.

1.3. Substitute Folders/Orientation

- 1.3.1. Substitutes United In Broome shall make written recommendations to the District by August 1 of each school year, in regard to materials to be placed into a folder for bargaining unit members and what material should be given to bargaining unit members when they arrive at their assigned building. Nothing contained herein shall require the District to adopt said recommendation.

1.4. Conferences/In-Service Courses

- 1.4.1. The District hereby encourages the members of the bargaining unit who are eligible to participate in in-service courses, activities, conferences, etc. which are offered or sponsored by the Owego Apalachin Central School District. Availability and eligibility for participation in said programs, shall remain at the sole discretion of the District. The District shall not be responsible to pay or reimburse any bargaining unit member for any expenses associated with a program offered by the Owego Apalachin Central School District.

1.5. Substitute Availability

- 1.5.1. Prior to September 1 each year, each bargaining unit member will designate any periods of time during the school year when he/she will not be available to work as a substitute and will indicate any desired limitations (e.g. subjects, school buildings, grade levels, days of the week, etc.) on substitute assignments.

1.6. Agency Fee

- 1.6.1. The Owego Apalachin Central School District shall deduct from the salary of employees in the bargaining unit who are not members of SUB the amount equivalent to the dues levied by SUB and shall transmit the sum so deducted to SUB, in accordance with Chapters 677 and 678 of the laws of 1977 of the State of New York. SUB affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the laws of 1977 of the State of New York.

- 1.6.2. In the event that the Owego Apalachin Central School District incurs any liability for damages, any litigation expenses, or any other expenses whatsoever, in connection with Article 1.6. - Agency Fee of the contract, SUB agrees to indemnify the Owego Apalachin Central School District and to hold it harmless for such expenses.

ARTICLE 2. COMPENSATION

2.1. Pay Rate

- 2.1.1. Effective September 1, 1997, the following substitute teacher pay rate shall be in effect:

Per Diem Substitute Teacher

 \$69.00/day - certified*
 \$63.00/day - uncertified

Extended Term Substitute Teacher (Twenty or more consecutive days in the same assignment retroactive to day one.)

 \$113/day - certified*
 \$108/day - uncertified

*Certified - Valid New York State Teacher Certification

- 2.1.2. Effective September 1, 1997, the following Substitute Nurse Pay Rate shall be in effect:

Per Diem Substitute Nurse

 \$63/day**

Extended Term Substitute Nurse (Twenty or more consecutive days in the same assignment retroactive to day one.)

 \$69/day**

**Licensed Registered Nurse

- 2.1.3. Effective September 1, 1998, the following substitute teacher pay rate shall be in effect:

Per Diem Substitute Teacher

\$71.00/day - certified*
\$65.00/day - uncertified

Extended Term Substitute Teacher (Twenty or more consecutive days in the same assignment retroactive to day one.)

\$117/day - certified*
\$112/day - uncertified*

*Certified - Valid New York State Teacher Certification

- 2.1.4. Effective September 1, 1998, the following Substitute Nurse Pay Rate shall be in effect:

Per Diem Substitute Nurse

\$65/day**

Extended Term Substitute Nurse (Twenty or more consecutive days in the same assignment retroactive to day one.)

\$71/day**

**Licensed Registered Nurse

- 2.1.5. Effective September 1, 1999, the following substitute teacher pay rate shall be in effect:

Per Diem Substitute Teacher

\$74.00/day - certified*
\$67.00/day - uncertified

Extended Term Substitute Teacher (Twenty or more consecutive days in the same assignment retroactive to day one.)

\$121/day - certified*
\$115/day - uncertified*

*Certified - Valid New York State Teacher Certification

2.1.6. Effective September 1, 1999, the following Substitute Nurse Pay Rate shall be in effect:

Per Diem Substitute Nurse

\$67/day**

Extended Term Substitute Nurse (Twenty or more consecutive days in the same assignment retroactive to day one.)

\$74/day**

**Licensed Registered Nurse

2.2. Call In Pay

2.2.1. In the event that a bargaining unit member is called for an assignment and reports for duty, the bargaining unit member shall be paid one-half the daily rate to which he/she would have been entitled, if he/she had been allowed to complete the assignment, even though the assignment may be reduced, eliminated or otherwise filled. Bargaining unit members who are called for a specific day shall not be paid for that day if school is closed all day due to an emergency which is announced on local radio or television stations.

2.2.2. Emergency school closing shall not interrupt the continuity of service (i.e. school closings count the same as work days except for pay purposes).

2.2.3. If a substitute teacher or substitute nurse has to commute between school buildings in order to perform the assignment, the substitute teacher or nurse will be reimbursed for mileage at the current rate established by the Internal Revenue Service.

2.2.3.1. To be reimbursed for mileage, the substitute teacher or nurse must provide information on a form provided by the District in accordance with the District's mileage chart.

2.2.3.2. It is understood that the provisions of this article shall apply only when the assigned work schedule of the substitute teacher or nurse requires that he/she work in more than one school building in a single day. Mileage reimbursement will not be paid for travel from the substitute teacher's or nurse's home to the work site.

2.2.3.3. It will be the substitute teacher's or nurse's responsibility to turn in all requests for mileage reimbursement and supporting documentation to the Personnel Office not later than January 15 for mileage incurred prior to January 1 and not later than five (5) days after the last day of student attendance for mileage incurred between January 1 and the end of the school year.

2.3. Full Day/Less Than Full Day

2.3.1. A bargaining unit member who is called for an assignment that is one-half day or less of the regular school day, as determined by the regular teacher's or nurse's workday shall be paid one-half of the per diem substitute rate to which he/she is entitled. A substitute teacher or substitute nurse who works more than one-half day shall be paid for a full day.

2.4. Extended Term Absences

2.4.1. A bargaining unit member who is assigned and continues in the assignment for twenty (20) school days or more, shall receive salary for one (1) day of absence for personal/family illness for each twenty (20) school days of continuous service in that assignment. The unit member shall continue to receive the Extended Term Substitute rate of pay as if he/she had continually worked during this period.

ARTICLE 3. WORK DAY, WORK LOAD, WORK YEAR

3.1. Work Day

3.1.1. In general, the work day of a bargaining unit member shall be determined by the starting and dismissal time of the regular teaching/nursing staff of the building to which he/she is assigned. However, unit members recognize their professional responsibility may extend beyond the formal school day and that the needs of the students, conferences, meetings and other professional duties are considered responsibilities of the bargaining unit member.

3.2. Work Load

3.2.1. The number of assignments given to a bargaining unit member shall be no greater than and of a nature to those of a regular classroom teacher or regular registered nurse, for example: study hall duty, bus duty, cafeteria duty, hall duty, in-school suspension duty and homeroom duty. Nothing contained herein shall prohibit the District from assigning bargaining unit members to cover another class or assignment not included in the regular teacher's or nurse's schedule.

3.3. Work Year

- 3.3.1. Unless otherwise provided by the Official School Calendar for the academic year of the Owego Apalachin Central School District, the work year for bargaining unit members shall be the period from September 1 through June 30 of each school year.

ARTICLE 4 SUB BUSINESS

4.1. Use of Buildings

- 4.1.1. SUB may use the District's School Buildings for meetings, provided that SUB follows the appropriate building use procedures for a request for building use and that prior advance approval is obtained from the Superintendent of Schools or his/her designee in accordance with the District's Building Use Policy. Nothing contained herein shall require the District to grant any request for the use of District facilities.

4.2. Access to Data

- 4.2.1. Upon reasonable request, however in no circumstances more than twice per year, the District will provide to SUB a list of the names and addresses of unit members.
- 4.2.2. Upon reasonable request, however in no circumstances more than twice per year, the District will provide to SUB available summaries of the dates that bargaining unit members worked in the District.

ARTICLE 5 OBSERVATION/EVALUATION AND PERSONNEL FILES

5.1. Observation/Evaluation

- 5.1.1. A bargaining unit member who has been observed may request a post observation conference with the observer which if requested, will take place at a mutually convenient time. Nothing contained herein shall require that an observation take place or that an evaluation be performed of any bargaining unit member.
- 5.1.2. The bargaining unit member will be advised of the observer's evaluation at the conference. At the bargaining unit members' request these evaluations will be reduced to writing and signed by the observer and the bargaining unit member. Said signature of the bargaining unit member shall reflect only that the bargaining unit member has seen the written evaluation and not that they necessarily agree with its contents.

6.2.4. The aggrieved party shall have the right to be represented at all stages of the grievance procedure by a representative of SUB.

6.3. Level 1 - Administration

- 6.3.1. An aggrieved party, who alleges a violation of the written words of this agreement, is encouraged to initiate informal resolution with the appropriate administrator. If resolution is reached at this stage of the grievance procedure, the resolution shall not be deemed to be precedent setting or binding on either party in future proceedings. The resolution shall not be inconsistent with the terms of this agreement.
- 6.3.2. If resolution of the grievance through informal discussion is not possible, the aggrieved party may submit a formal written grievance to the appropriate administrator within five (5) school days of the informal conference.
- 6.3.3. The administrator will review the grievance and render a written decision to the aggrieved party not later than ten (10) school days after receipt of the formal grievance.

6.4. Level 2 - Superintendent

- 6.4.1. Where the aggrieved party is not satisfied with the Level 1 decision, said party may, within ten (10) school days of the receipt of the Level 1 decision, initiate an appeal in writing to the Superintendent of Schools.
- 6.4.2. The Superintendent of Schools shall review the matter, conduct a hearing if deemed appropriate and rendered a written decision to the aggrieved party not later than twenty (20) school days from the date of receipt of the written appeal.

ARTICLE 7 MISCELLANEOUS

7.1. Smoke-Free and Tobacco-Free Workplace

- 7.1.1. After January 1, 1995, all employees represented by Substitutes United In Broome will maintain a smoke-free/tobacco-free workplace. This means that beginning on January 1, 1995, there will be no smoking or use of tobacco products by members of the bargaining unit in any facilities or on any grounds owned by the District.

7.2. New York State Retirement Systems

7.2.1. Any bargaining unit member who becomes eligible to participate in the New York State Teachers' Retirement System, and who elects to be covered by the system, shall within ten (10) school days of that election or within ten (10) school days of being employed by the Owego Apalachin Central School District, notify the District's Director of Personnel, in writing, on forms supplied by the District, of that person's decision to participate in the New York State Teachers' Retirement System so that the appropriate deductions may be made by the District. Nothing contained herein shall limit the District's rights against the specific employee to obtain full collection or any amount due and owing for contributions to the New York State Teachers' Retirement System.

7.3. Management Rights

7.3.1. Except as expressly and validly limited by the provisions of this agreement, the District reserves the right to unilaterally determine the standards for selection of employment; to direct and assign its employees; to take disciplinary action; to relieve its employees from duty because of lack of work or other legitimate reasons; to maintain the efficiency of governmental operations and all of the authority, rights and responsibilities possessed by the employer are retained by it, including, but not limited to, the rights to determine the mission, purposes, objectives, policies of the employer, to determine the facilities, methods, means, and number of personnel for the conduct of the employer's programs.

ARTICLE 8 LEGISLATIVE APPROVAL

8.1. 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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 9 DURATION

9.1. This agreement shall be in effect from July 1, 1997 through June 30, 2000.

ARTICLE 10 SIGNATURES

Edward J. Reid
Edward J. Reid
Superintendent of Schools
Owego Apalachin Central School District

9-23-97
Date

Gerald L. Russell
Gerald L. Russell
Witness For District

9/23/97
Date

Mitchell J. Harkavy
Mitchell Harkavy
President
Substitutes United In Broome

9/10/97
Date

Darith Gruszka
Darith Gruszka
Witness For SUB

9/10/97
Date

OWEGO APALACHIN CENTRAL SCHOOL DISTRICT
OWEGO, NEW YORK

APPENDIX A

GRIEVANCE FORM

Date of Filing: _____ Level 1 - Administration

1. Aggrieved Party _____

2. Contract Provision Alleged Violated.

3. Time, Date, Place of Alleged Violation.

4. Statement of the Alleged Violation (Include Events and
Conditions of The Grievance and Persons Responsible)

5. Redress Sought

Date

Signature of Grievant

Response: _____

Date

Signature of Administrator

Initial Applicable Statement

_____ I hereby accept the above determination.

_____ I hereby decline the above determination.

_____ I intend to process the grievance to the next
stage.

Signature of Grievant

Date

OWEGO APALACHIN CENTRAL SCHOOL DISTRICT
OWEGO, NEW YORK

GRIEVANCE FORM

Date of Filing: _____ Level 2 - Superintendent

1. Aggrieved Party _____

2. Contract Provision Alleged Violated.

3. Time, Date, Place of Alleged Violation.

4. Statement of the Alleged Violation (Include Events and Conditions of The Grievance and Persons Responsible)

5. Redress Sought

Date

Signature of Grievant

Response: _____

Date

Signature of Superintendent