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Vestal Central School District And
Substitutes United In Broome

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COLLECTIVE BARGAINING AGREEMENT

by and between the

SUPERINTENDENT OF SCHOOLS

of the

VESTAL CENTRAL SCHOOL DISTRICT

and the

SUBSTITUTES UNITED IN BROOME

Covering The Period

July 1, 2001 – June 30, 2004

RECEIVED

DEC 22 2003

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

194

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ARTICLE I

Representation

- 1.1 The bargaining unit shall include all per diem substitute teachers and per diem substitute nurses.
- 1.2 Bargaining unit members who commence employment as a teacher, as such terms are defined in Article II below, shall be excluded from representation as a unit member for the entire duration of their service as a teacher.
- 1.3 All other employees of the District are excluded.

ARTICLE II

Definitions

- 2.1 **PER DIEM SUBSTITUTE** shall refer to members of the bargaining unit represented by the Substitutes United in Broome (S.U.B.)
- 2.2 **DISTRICT** shall refer to the Vestal Central School District.
- 2.3 **ADMINISTRATION/ADMINISTRATOR** shall refer to the supervisory employees of the District.
- 2.4 **SUPERINTENDENT** shall refer to the Superintendent of Schools of the Vestal Central School District or any person designated to act on behalf of the Superintendent.
- 2.5 **SUPERVISOR** shall include anyone in a supervisory capacity, such as Superintendent, Acting Superintendent, Principal, Assistant Principal, Curriculum Coordinator, and Department Head.
- 2.6 **TEACHER** shall refer to those employees defined in the recognition clause of the collective bargaining agreement between the Superintendent of Schools of the Vestal Central School District and the Vestal Teachers' Association.
- 2.7 **SCHOOL DAY** shall refer to a day of scheduled pupil attendance or other days when attendance by a teacher is required by the Superintendent of Schools.
- 2.8 **WORK DAY** shall refer to a day of per diem substitute teaching service actually rendered. The normal work day shall be the basic teacher work day of seven hours and ten minutes. The work day may be extended by the Administration due to an emergency. Except for an emergency, the number of assignments given to the per diem substitute teacher shall be no greater than, and similar to, those of the regular teacher they are replacing.

2.9.1 LONG TERM SUBSTITUTE status is defined as a per diem substitute who substitutes twenty (20) consecutive days or longer for a teacher who is using paid benefit days or unpaid benefit days in accordance with the terms of the Vestal Teachers' Association collective bargaining agreement. It shall also include unit members substituting twenty (20) consecutive days or longer in a special assignment (see 2.9.3). The long-term substitute shall earn the long-term substitute rate retroactive to the first day of the long-term assignment.

Excluded from this definition are those employees defined as "Permanent Substitutes" per applicable Board of Education Policy. The policy defines a permanent substitute as, "A substitute appointed by the Board of Education, upon recommendation by the Superintendent, for a length of service in excess of thirty (30) consecutive days in the same position and for which exists a corresponding unpaid leave of absence."

2.9.2 SERVICE INTERRUPTION shall be defined as a break in teaching service during the twenty (20) day, or longer, assignment due to a long-term substitute's absence. There shall be no compensation for days missed due to a unit member's absence.

In order for the unit member to receive the long-term substitute rate, she/he must work twenty (20) or more consecutive days without interruption. In the event that the twenty (20), or more, day assignment is interrupted due to the unit member's absence (one day maximum), he/she may continue to receive the long-term substitute rate provided that the interruption is for one of the following reasons:

- Personal Illness
- Family Illness
- Bereavement in the immediate family
- Personal Business which could not be conducted outside the school day
- Attendance at a professionally related activity

"Family" in Family Illness and Bereavement shall be defined as spouse, children, parent, parent-in-law, or relatives with whom the unit member has had a long and unusually close relationship. Administrative decisions regarding this last category shall not be subject to the grievance procedure.

In order to be excused for the day, the unit member must request authorization from the administration.

The administration shall retain the prerogative to allow an interruption, without a change in daily rate, of more than one day during an assignment period. This determination shall be based solely upon the judgement of the administration. This latter provision shall not be subject to the grievance procedure.

2.9.3 A SCHOOL YEAR shall refer to the period July 1 through June 30.

2.9.4 **SPECIAL ASSIGNMENT** shall be defined as unit members assigned to certain instructional support and student supervision duties. These duties shall include, but are not limited to, instructional support in the special education or regular education program in the absence of, or in addition to the regular employee assigned (e.g., teacher aide); student supervision in the special education or regular education program in the absence of, or in addition to the regular employee assigned (e.g., playground supervision).

ARTICLE III

Compensation

3.1 The rate of compensation for each full day of per diem substitute service for this unit will be according to the following categories:

<i>CATEGORY</i>	<i>2001-2002</i>	<i>2002-2003</i>	<i>2003-2004</i>
I	\$76.00	\$79.00	\$81.00
II	\$76.00	\$79.00	\$81.00
III	\$94.00	\$97.00	\$100.00
IV*	\$105.00	\$110.00	\$115.00
V	\$115.00	\$120.00	\$125.00
VI	\$125.00	\$130.00	\$135.00
VII	\$153.00	\$158.00	\$162.00

*Maximum allowable compensation for unit members assigned as Long Term Substitute Nurses or Long Term Substitutes on Special Assignment.

Categories are defined as follows:

- I. 0 - 9.5 days
- II. 10 – 19.5 days
- III. 20 or more days
- IV. Long Term Substitute
(20 – 39.5 days, consecutive in the same position, retroactive to day one)
- V. Long Term Substitute
(40 – 59.5 days, consecutive in the same position, retroactive to day one)
- VI. Long Term Substitute
(60 – 89.5 days, consecutive in the same position, retroactive to day one)
- VII. Long Term Substitute
(90 or more days, consecutive in the same position, retroactive to day one)

SPECIAL PROVISION FOR RETIREES:

The parties agree to allow retirees from the Vestal Central School District to begin substitute work at Level III. With the exception of Level I and Level II, all other provisions of this agreement shall apply to retirees.

SPECIAL PROVISION FOR SUBSTITUTES WITH TWO OR MORE CONSECUTIVE YEARS OF WORK EXPERIENCE IN POSITIONS COVERED BY THE VTA CONTRACT:

Individuals who qualify for placement in this category will begin substitute work at Level III. Such individuals who allow an entire school year or more to go by without working as a substitute will revert back to Level I, with all other provisions of the agreement applying to them thereafter.

3.1.1 In applying 3.1 above, per diem substitute teachers who worked 0-9.5 days the preceding school year will be placed in wage category II at the start of the current school year as if they had ten (10) full days of service credit. These per diem substitute teachers must work ten (10) full days to earn wage category III placement in the current school year.

Per diem substitute teachers who worked 10-19.5 days the preceding school year will be placed in wage category III at the start of the current school year as if they had twenty (20) full days of service credit.

Long-term substitutes return to category three at the completion of their long-term substituting assignment.

3.1.2 Half-day assignments shall count equally with full day assignments for the exclusive purpose of determining wage category placement for Long Term Half-Day Assignments under this collective bargaining agreement. For example, a unit member who works a long term half-day assignment of 20 consecutive half-days will earn one-half the category IV wage retroactive to the first half-day of the assignment. If the half-day long term assignment is 40 half-days in length, the unit member will earn one-half the category V wage retroactive to the first half-day of the assignment. This language is not intended to affect category placement for any full-day long term assignments.

If the administration requests a unit member to complete unit work outside of the work day (see 2.8), and the unit member agrees to perform the work, the unit member shall be compensated at a rate of \$20.70 per hour. This provision shall apply to work which is not included under any other job title or collective bargaining agreement.

3.2 No district obligation for call-in pay will be incurred when schools are closed due to emergency conditions.

3.3 Should a per diem substitute be called for an assignment and reports for the assignment, the per diem substitute shall be paid one-half the per diem substitute rate, even though the assignment may be reduced or eliminated. In the event that an initial assignment is reduced or eliminated, the unit member may be given a special assignment, as defined in this collective bargaining agreement.

In the event the unit member reports for an assignment which is reduced or eliminated, and the district elects no assignment, the unit member shall receive one-half of the per diem substitute rate as defined in the applicable provisions of this collective bargaining agreement.

- 3.4 Per diem substitute teachers who serve less than a full day shall be paid on half of the per diem substitute rate for any time less than three hours and thirty-five minutes and a full per diem substitute rate if the assignment is longer than three hours and thirty-five minutes.
- 3.5 Payment shall be made on a biweekly basis.
- 3.6 Unit members shall be eligible to receive a School Year Service Benefit Payment in accordance with the following terms:
 - 3.6.1 Unit members shall have completed no less than one hundred five (105) full days of service under SUB's contract with the Vestal Central School District.
 - 3.6.2 Days of service must occur during the period September 1 through June 30 immediately preceding the date the School Year Service Benefit is scheduled for payment.
 - 3.6.3 Scheduled payment date shall be no later than the July 31 following the September 1 through June 30 period of service.
 - 3.6.4 The School Year Service Benefit Payment amount shall be:
 - \$350 for the 2001-2002 School Year
 - \$450 for the 2002-2003 School Year
 - \$550 for the 2003-2004 School Year

ARTICLE IV

Miscellaneous

- 4.1 Per diem substitute teachers who hold an appropriate certificate and who make proper application in a timely fashion may be considered for appointment to vacancies. The District retains the unfettered discretion to make hiring determinations.
- 4.2 In-Service Education

Per Diem substitute teachers are eligible to participate, on a space available basis, in programs, courses, and activities which are sponsored by the District. Such participation shall be without compensation.

4.3 Mileage

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

4.4 Payroll Deduction

The District agrees to deduct from the pay of per diem substitute teachers (as per written authorization from each per diem substitute teacher) dues for SUB and its affiliates and to transmit the monies each payroll to SUB.

4.5 The Vestal 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 promptly 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.

SUB agrees to save and hold harmless the Vestal Central School District from all loss, expenses, damages (except punitive), costs and attorneys' fees, limited only to the attorneys provided by SUB, that may accrue as a result of the aforesaid contract provision by reason of any actions or suits brought against the District by any employee in this unit.

4.6 Per Diem substitute teachers, at their election, shall be eligible to participate in the NYSTRS. Per diem substitute teachers may receive Retirement System information and enrollment forms at the District's Personnel Office.

4.7 Unit Roster

Upon reasonable request, however in no circumstances more than twice per year, the District will provide to SUB list of the names and addresses of unit members.

ARTICLE V

Grievance Procedure

5.1 Definitions

5.1.1 Grievance, as used in this agreement, is limited to a complaint or request of an aggrieved party which involves the interpretation or application of, or compliance with, the provisions of this agreement.

5.1.2 Aggrieved Party shall mean any per diem substitute teacher or SUB.

5.1.3 District shall mean the Vestal Central School District.

5.1.4 Substitutes United in Broome (SUB) shall mean an organization recognized by the District and certified by the Public Employment Relations Board to be the agent of per diem substitute teachers.

5.2 Rules

5.2.1 The aggrieved party (or parties) must be present at all stages of the grievance.

5.2.2 A grievance must be presented at the first level within fifteen (15) days after the per diem substitute teacher knew of or should have known of the act upon which the grievance is based.

5.2.3 All grievance must be submitted on the approved grievance form.

5.2.4 The aggrieved party shall have the right to be represented at all stages of the grievance procedure by a representative of SUB. Persons representing other labor organizations are excluded from participating in this grievance procedure.

5.3 Procedures

5.3.1 Level I (Administration)

(a) An aggrieved party, who alleges violation of this agreement, is encouraged to initiate informal resolution with the appropriate administrator. Determinations reached at this state of this grievance procedure shall not be deemed to be precedent setting or binding on either party in future proceedings, however no such informal resolution shall be inconsistent with the terms of this agreement.

(b) If resolution of the grievance through informal discussion is not possible, the aggrieved party may submit formal grievance to the appropriate administrator within five (5) days of the informal conference.

(c) The administrator will review the grievance and render a written decision to the aggrieved party not later than ten (10) days after receipt of the formal grievance.

5.3.2 Level II (Superintendent)

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

ARTICLE VI

Evaluation And Observation

6.1 Definitions

- 6.1.1 Observation –** Observation means an analysis of the activities of a particular person within the scope of that person's professional duties. Usually an observation will focus on a particular activity, such as a classroom presentation or other particular responsibilities. The results of this observation may or may not be put in writing.
- 6.1.2 Evaluation –** A summary of the work performance as a per diem substitute teacher by a principal or supervisor whose opinions will be written and placed in the personnel file of the per diem substitute teacher.

6.2 Guidelines

- 6.2.1** SUB recognizes the administration's right to observe or evaluate a per diem substitute teacher's performance.
- 6.2.2** Following an evaluation, a copy of the written evaluation report shall be submitted to the teacher no later than five (5) school days following said evaluation, unless notified of a request to extend such time by the administrator. Upon receipt of the formal written evaluation, the per diem substitute teacher shall have the right to request a follow-up conference.
- 6.2.3** The formal written evaluation report, prior to being placed in the teacher's personnel file, will be offered to the teacher for signature.
- 6.2.4** The per diem substitute teacher may submit written comments concerning the matter contained in the formal evaluation report. Comments must be submitted to the administrator who wrote the evaluation report within five (5) school days. Such comments will be attached to the written evaluation and placed in the per diem substitute teacher's personnel file.
- 6.2.5** The per diem substitute teacher shall have access to and may request duplication of, any written material concerning his/her classroom performance or other documents contained in her/his personnel file. A minimum of twenty-four (24) hours notice must be given when requesting access to any information contained in the per diem substitute teacher's personnel file. Confidential pre-hire material is not accessible. There will be a nominal fee charged for duplication of materials.

ARTICLE VII

Management Rights

- 7.1 Except as validly limited by express provisions of this Agreement, the District reserves the right to unilaterally determine the standards of selection for employment; to direct and assign its employees; to take disciplinary action; to relieve its employees from duty because of lack of work; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which its operations are to be conducted; to determine the content of job classifications; to take all necessary actions to carry out its mission in emergencies; to exercise complete control and discretion over its organization and facilities, methods, means and technology of performing its work.

ARTICLE VIII

Entire Agreement

- 8.1 This agreement contains the entire formal agreement between the parties on the subject matters set forth herein and may be modified or amended only by written agreement of the parties.

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 IX

Term

- 9.1 Unless noted otherwise, this agreement and each of its provisions shall be effective as of July 1, 2001 and shall continue in full force and effect until June 30, 2004.
- 9.2 Negotiations for a subsequent term shall commence upon written request by either party, but no later than February 1, 2001.

VESTAL CENTRAL SCHOOL DISTRICT
VESTAL, NEW YORK

For the VESTAL CENTRAL SCHOOL DISTRICT:

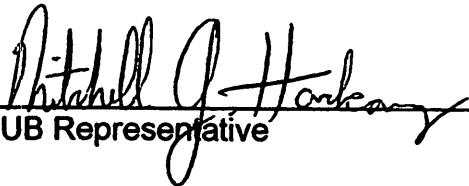


Superintendent of Schools

11/2/01

Date

For the SUBSTITUTES UNITED IN BROOME:



SUB Representative

11/13/01

Date

Resolution of the Board of Education of the Vestal Central School District, implementing subject agreement where needed and providing the necessary funds was passed on September 11, 2001.



District Clerk

11/2/01

Date

BO/jjs
cwa 1141
k2001-2004.doc