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Union: **Substitute Teachers Chapter of the Yorktown Congress of Teachers (YCT)**

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AGREEMENT

between

**BOARD OF EDUCATION OF
YORKTOWN CENTRAL SCHOOL DISTRICT**

and

**SUBSTITUTE TEACHERS CHAPTER OF THE
YORKTOWN CONGRESS OF TEACHERS**

SEPTEMBER 1, 2006 - AUGUST 31, 2009

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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This Agreement is made and entered into on this 6th day of June, 2006, by and between the Board of Education of the Yorktown Central School District (hereinafter referred to as the "Board") and the Substitute Teachers Chapter of the Yorktown Congress of Teachers (hereinafter referred to as the "STC-YCT") and shall be effective per Article XI.

ARTICLE 1 - RECOGNITION

A. The Board hereby recognizes the STC-YCT as the exclusive employee organization representing the Substitute Teachers to whom employment letters of assurance have been sent in the past or are hereafter sent by the Board and Long Term Substitutes (defined as substitutes hired for at least the equivalent of one semester -- 20 weeks -- to replace a teacher on paid leave) for the purpose of negotiating collectively, and entering into written agreements concerning, the determination of their terms and conditions of employment and for the administration of grievances arising thereunder.

B. This recognition is to continue unchallenged until seven months prior to the expiration of this Agreement.

C. This recognition is conditioned upon STC-YCT having affirmed that neither it nor the employees it represents shall engage in any strike, work stoppage or other concerted refusal to work and that it shall not cause, instigate, encourage or condone any such strike, work stoppage or other concerted refusal to work. This affirmation is a provision of this Agreement.

ARTICLE II - NEGOTIATION PROCEDURES FOR SUCCESSOR AGREEMENT

On or about April 1, 2009 the parties will enter into good faith negotiations over a successor agreement.

ARTICLE III - GRIEVANCE PROCEDURE

Section I - Definition of Grievance

A grievance is defined as any dispute or claim by either party to this Agreement or by any person covered by this Agreement arising out of or in connection with this Agreement. A grievance includes any claimed violation, misinterpretation or misapplication of this Agreement. A grievance, however, excludes any matter which involves (a) nonapproval for reappointment, (b) Board discretion, or (c) any matter as to which a method of review is prescribed by law or applicable by-law, rule or regulation having the force and effect of law.

Section II - Level I - Informal

When practical, efforts shall be made to resolve grievances informally at the building level. The employee orally and informally confers with his or her immediate supervisor in a genuine effort to resolve the grievance. If the problem is unresolved and the immediate superior was someone other than the building principal, it should be reviewed informally with the building principal.

Section III - Level II - Formal

The grievance shall be presented in writing, within 90 school days of the event giving rise to the grievance to the grievant's immediate superior and to the principal with whom it will be discussed directly or through the STC-YCT's Representative with the objective of resolving the matter. The immediate superior or principal shall inform the aggrieved person and the STC-YCT's Representative of his or her decision in writing within five school days after the formal grievance was presented. Grievances involving a member's pay must be filed during the school year in which they arose or within ninety (90) days after the end of the school year or they will be deemed waived. All other types of grievances must be filed within ninety (90) days of when the member knew or should have known of the act giving rise to the grievance, or the grievance shall be deemed waived.

Section IV - Level III - Superintendent

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level II, or if no decision has been rendered within five school days after the presentation of his or her grievance, then within five school days thereafter he or she may file his or her grievance in writing with the Superintendent. Within ten school days after such filing, the aggrieved party and the STC-YCT Representative shall meet with the Superintendent or his designee in an effort to resolve the grievance. The Superintendent or his designee will inform the aggrieved party and the STC-YCT president of his decision within ten school days following the meeting.

Section V - Level IV - Board of Education

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level III, or if no decision has been rendered within ten school days of the meeting with the Superintendent or his designee, then within ten school days thereafter he or she may file his or her grievance in writing with the Clerk of the Board. Within ten school days after such filing, the aggrieved party and the STC-YCT Representative shall meet with the Board to present the grievance. The Board shall inform the aggrieved party and the STC-YCT president of its decision within ten school days following the meeting. The decision of the Board shall be final and binding.

Section VI - Miscellaneous

In the event a grievance is filed which might not finally be resolved at Level IV under the time limits set forth herein by the end of the school term, and which if left unresolved until the beginning of the following school term could result in irreparable harm to a party in interest, the Board shall wherever practicable reduce the time limits set herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as practicable.

If, in the judgment of the STC-YCT's Grievance Committee, a grievance affects a group or class of substitute teachers, the STC-YCT may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level III.

Decisions rendered at levels II, III and IV of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be promptly transmitted to all parties in interest and to the President of the STC-YCT.

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, may be prepared and given appropriate distribution by the STC-YCT after approval by the Superintendent so as to facilitate operation of the grievance procedure.

Nothing herein contained will be construed as limiting the right of any substitute teacher having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the STC-YCT, provided the adjustment is not inconsistent with the terms of this Agreement or any other agreement between the Board and the STC-YCT, and that the STC-YCT has been given the opportunity to be present at such adjustment to state its views or is given notice of such adjustment.

No reprisals of any kind shall be taken by the STC-YCT or by the Board or by any member of the Administration against any party in interest, any STC-YCT or Board or Administration representative, or any participant in the grievance procedure by reason of such participation. A substitute teacher's participation in the grievance procedure shall not be publicized outside the District without his or her consent.

ARTICLE IV - SALARIES

A. Per diem substitute teachers shall be paid as follows:

\$102.50 per day – September 1, 2006 to June 30, 2007

\$105.99 per day – September 1, 2007 to June 30, 2008

\$107.00 per day – September 1, 2008 to June 30, 2009

B. When a per diem substitute teacher has served 20 consecutive days in the same position, he or she shall be placed on the appropriate step of the teachers' salary schedule, retroactive to the first day of such assignment. The Superintendent or his/her designee shall have the authority to waive up to two (2) days of the twenty-day requirement for medical reasons or in light of exigent circumstances.

C. For the period beginning September 1, 2006 through June 30, 2007, per diem substitute teachers who serve at least 20 days in the Yorktown School District in any one school year shall receive the following payment:

If the substitute serves between 21 and 69 days, a per diem rate of \$104.50
If the substitute serves 70 or more days a year, a per diem rate of \$109.50

For the period beginning September 1, 2007 through June 30, 2008, per diem substitute teachers who serve at least 20 days in the Yorktown School District in any one school year shall receive the following payment:

If the substitute serves between 21 and 69 days, a per diem rate of \$107.00
If the substitute serves 70 or more days a year a per diem rate of \$112.00

For the period beginning September 1, 2008 through June 30, 2009, per diem substitute teachers who serve at least 20 days in the Yorktown School District in any one school year shall receive the following payment:

If the substitute serves between 21 and 69 days, a per diem rate of \$109.50
If the substitute serves 70 or more days a year a per diem rate of \$114.50

However, any days for which the substitute is paid at a regular teacher's salary rate in accordance with Section B above shall not be counted toward the 21 or more days set forth above.

D. Substitutes who have been guaranteed a full year of employment for a particular school year which shall be equal to the total number of days contained in the school calendar shall be paid \$129.38 per day from September 1, 2006 through June 30, 2007, \$133.58 per day from September 1, 2007 through June 30, 2008, and \$137.92 per day from September 1, 2008 through June 30, 2009.

E. A per diem substitute will be paid in full for the day in the event that the substitute's services are no longer required because the teacher has reported or a scheduled full day becomes a half day through no fault of the substitute.

ARTICLE V - WORKLOAD

A substitute teacher shall work the normal daily program of the teacher for whom he or she is substituting. In the event he or she is required to teach an additional class or to take an additional full period assignment, he or she shall be paid an additional one-fifth of his or her daily rate.

Notwithstanding the above, substitutes working on testing days (i.e.: school-wide assessments, state-wide assessments, Regents, etc.) shall be entitled to a thirty minute duty-free lunch and may be assigned an additional duty during the remainder of the lunch period.

ARTICLE VI - EVALUATION AND FILES

A. No materials constituting evaluation reports of the performance of a substitute teacher may be placed in his or her personnel file except those signed by an appropriate administrator.

B. Each substitute teacher shall be provided with a copy of all evaluation reports placed in his or her personnel file.

C. A substitute teacher shall have the right to answer in writing any complaints placed in his or her personnel file.

D. No substitute teacher may be evaluated as unsatisfactory and removed from the district substitute list unless an appropriate administrator has observed the substitute teacher during the year in which such an evaluation is made. Observation may be made of classroom activities or other activities considered to be a normal part of the substitute's day (e.g. hall duty).

ARTICLE VII - ADDITIONAL PROVISIONS FOR PERMANENT AND FOR LONG TERM SUBSTITUTES

Substitutes who are designated as permanent substitutes for a particular school year and who would then be commencing their second year or beyond with the Yorktown School District as permanent substitutes shall be guaranteed a full year of employment for that school year. They shall be entitled to the following provisions during such school year. Long term substitutes shall also be entitled to the following provisions except as noted.

A. He or she shall be entitled to participate in the District's health insurance plan provided he or she pays the full cost thereof.

B. He or she shall be paid his or her normal per diem salary for any day when there is an unscheduled closing of the District's schools.

C. He or she is entitled to 6 days of sick leave per year and these days may accumulate from year to year to a total of fifteen (15) days. There shall be a sick bank consisting of 15 days each year for the personal use of permanent substitutes who have exhausted their personal sick leave accumulation.* Sick days are not reimbursable if not used. For long term substitutes the 6 days shall be prorated.

* Note: Use of the sick bank is **not** limited to those suffering a catastrophic illness or long-term illness. It may be used for an absence or absences when their sick day accumulation has been exhausted.

D. The Board shall contribute \$825.00 per year toward a Welfare Fund for permanent substitutes for September 1, 2006 through June 30, 2007, \$900.00 per year for September 1, 2007 through June 30, 2008; and \$975.00 per year for September 1, 2008 through June 30, 2009. This subsection does not apply to long term substitutes.

E. Each permanent substitute will be eligible for one paid personal day per year to be granted at the discretion of the Superintendent or his designee. The request for the personal day must be submitted in writing with the reason for the request stated. Except in emergency situations, the request should be submitted five days in advance of the personal leave day. Additional personal leave days may be granted upon application to the Superintendent or his/her designee. The application must set forth the reason that personal leave is requested and should be filed at least five days in advance, except in emergencies. The decision whether or not to grant the request shall be the sole discretion of the Superintendent.

F. Up to three (3) working days of bereavement leave per year shall be allowed for each death in the immediate family of a permanent substitute as well as the immediate family of his or her spouse. In the event of the death of a member of the immediate family of the spouse or of the permanent substitute, the substitute may request from the Superintendent or his designee an additional three (3) days to be deducted from the substitute's sick leave. Immediate family shall mean spouse, children, mother, father, sisters, brothers, grandparents, grandchildren, or anyone living in the employee's household.

G. The Board shall reimburse a permanent substitute for clothing or other personal property normally brought into school (or brought into school with the permission of the substitute's immediate supervisor) which is damaged or destroyed in the discharge of the substitute's duty up to a limit of \$100 per incident, based on the value of the clothing or personal property.

ARTICLE VIII - BOARD RIGHTS

Except as specifically expressed and modified by the terms of this Agreement, the Board retains the sole and exclusive right to manage, direct and supervise the affairs of the District and the exercise of such right shall not be subject to the grievance procedure set forth in this Agreement.

ARTICLE IX - DUES DEDUCTIONS, AGENCY FEE AND VOTE/ COPE DEDUCTIONS

A. Pursuant to the terms of the Public Employees' Fair Employment Act, the Board shall deduct from the wages of all substitute teachers who have so authorized and directed the Board to do so in writing, and remit to the STC-YCT, dues for the Substitute Teachers Chapter of the Yorktown Congress of Teachers.

These deductions shall be made from each day's pay in an amount as certified by the STC-YCT. Dues so deducted shall be transmitted to the STC-YCT during the first week in January and on June 1 of each year.

The pay deduction form is annexed hereto.

B. Pursuant to Section 208.3(b) of the Civil Service Law, the Board agrees to deduct from the wages of all members of the bargaining unit represented by the STC-YCT who have not filed dues deduction authorizations with the Board an amount equivalent to the amount of dues levied by the STC-YCT and to remit the sums so deducted to the STC-YCT in accordance with Section A above.

The YCT holds the Board of Education and the School District harmless for any funds deducted pursuant to this provision and hereby represents that it has instituted a lawful rebate procedure which complies with all statutory and constitutional mandates. If for any reason said rebate procedure is deemed unlawful by an appropriate agency or court the School District shall no longer have an obligation to deduct agency shop dues until such time as the YCT's rebate procedure is deemed lawful by an appropriate agency or court.

C. The Board shall deduct from the wages of all members of the bargaining unit who so authorize and direct the Board to do so in writing, and remit to the Substitute Teachers Chapter of the YCT, contributions to VOTE/COPE; pay periods to be determined.

ARTICLE X - LEGISLATIVE ACTION

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 XI - DURATION OF AGREEMENT

This is a closed one year contract without reopeners which constitutes the complete and full agreement between the Board and the STC-YCT and which shall be effective as of September 1, 2006 and shall continue in effect through August 31, 2009.

**BOARD OF EDUCATION
YORKTOWN CENTRAL SCHOOL
DISTRICT**



JACKIE CARBONE, Acting President

DATE: JUNE 28, 2007

**SUBSTITUTE TEACHERS CHAPTER
YORKTOWN CONGRESS OF TEACHERS**



ROBERT FAIGLE, President

DATE: July 12, 2007

The Yorktown Central School District, 2725 Crompond Road, Yorktown Heights, New York 10598, does not discriminate on the basis of sex in the educational programs or activities which it operates and it is required by Title IX of the Education Amendments of 1972 not to discriminate in such a manner. The requirement not to discriminate in educational programs and activities extends to employment and admission of students. Inquiries concerning the application of Title IX may be made to the Office of Assistant Superintendent for Curriculum, Instruction and Certified Personnel, 2725 Crompond Road, Yorktown Heights, New York 10598, 914-243-8006.

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

Please Print:

Social Security Number _____ Building _____

Name _____
Last First Initial

Address _____

TO: BOARD OF EDUCATION OF YORKTOWN CENTRAL SCHOOL DISTRICT

Pursuant to Chapter 392, Laws of 1967, I hereby designate the Substitute Teachers Chapter of the Yorktown Congress of Teachers as my representative for the purpose of collective negotiations, and I hereby authorize you, according to arrangements agreed upon with the aforementioned Substitute Teachers Chapter of the Yorktown Congress of Teachers, to deduct from my salary and transmit to said Substitute Teachers Chapter of the Yorktown Congress of Teachers dues as certified by said Substitute Teachers Chapter of the Yorktown Congress of Teachers for the organization indicated below. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefor. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1st and September 15th of any given year.

Organization:

Local - Substitute Teachers Chapter of the Yorktown Congress of Teachers (STC-YCT)

Please initial designation: _____STC-YCT

Employee Signature _____ Date _____

