



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

Contract Database Metadata Elements

Title: **Kingston City School District and Kingston Federation of Substitute Teachers (2007)**

Employer Name: **Kingston City School District**

Union: **Kingston Federation of Substitute Teachers**

Local:

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

Expiration Date: **06/30/11**

PERB ID Number: **8215**

Unit Size: **N/A**

Number of Pages: **11**

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/>

AGREEMENT

BETWEEN

THE KINGSTON CITY SCHOOL DISTRICT

-AND-

THE KINGSTON FEDERATION OF SUBSTITUTE TEACHERS

JULY 1, 2007 TO JUNE 30, 2011

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE NO.</u>
I. Recognition	1
II. Federation Rights	1
III. Working Conditions	2
IV. Compensation	3
V. Personnel Files	6
VI. Miscellaneous	7
VII. Duration	9

AGREEMENT made and entered into this 18th day of February, 2009, by and between the Kingston City School District (hereinafter referred to as the "District") and the Kingston Federation of Substitute Teachers (hereinafter referred to as the "Federation").

This Agreement shall constitute full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties.

ARTICLE I: RECOGNITION

The District recognizes the Federation as the exclusive representative for collective negotiations for all per diem substitute teachers of the District. The Federation shall have the exclusive representation status for the maximum period permitted by law.

ARTICLE II: FEDERATION RIGHTS

A. Agency Fees

1. The District agrees to deduct agency fees for the Kingston Federation of Substitute Teachers and its affiliates from the compensation of unit members individually and to forward the monies promptly to the KTF Treasurer.

2. The Federation will certify to the District, in writing, the current rate and total amount of its Agency Fee. Any change in the rate of membership agency fees will be given to the District, in writing, thirty (30) days prior to the effective date of such change.

3. Deductions referred to in paragraphs 1 and 2 of this Article will be made each pay period, provided that the unit member has served at least two days of substitute service during that pay period.

4. Deductions shall conclude at such time as the entire stipulated amount has been deducted, or at the end of the school year.

5. With each payroll deduction check sent to the Federation, the District will provide a list of those unit members for whom agency fee deduction has been made.

6. The unit member waives all right and claims to any monies deducted and transmitted in accordance with these provisions and relieves the District and all of its officers from any liability therefore.

B. No later than September 30 of each school year, a copy of the then current list of substitutes names and addresses being utilized by the District will be furnished to the Federation. The Federation shall be notified of any changes on a monthly basis.

C. There will be, in each building, a mailbox or area for use by substitute teachers and designated as such.

D. The Federation and its representatives shall have the reasonable use of school buildings for meetings. All requests for building use will be submitted in writing in accordance with District policies.

E. Each substitute teacher shall be provided with a copy of this Agreement. In addition, the District shall supply an additional two hundred fifty (250) copies to the Federation. It is understood and agreed that the District shall pay for all costs involved in this provision.

ARTICLE III: WORKING CONDITIONS

A. 1. The workday of a substitute shall be the same as the teacher(s) he/she is replacing, or any portion of the day vacated by the teacher.

2. If the work day for a substitute is for the purpose of being a floater, the substitute shall be given a lunch period and a planning period.

3. Substitutes shall be available for assignment in any of the District's schools within his/her certification area. Substitutes may list their preferences as to the school in which they would like to substitute. The District will attempt to honor the preferences where feasible.

B. 1. Substitute teachers shall not be assigned responsibilities during scheduled planning periods.

2. If travel between buildings is necessary, the substitute shall be allowed travel time exclusive of a lunch period. Travel time shall not encumber the lunch period.

3. If a unit member volunteers to teach a 6th period during a work day in a secondary school in lieu of a supervisory period, such unit member will be permitted to leave one period early at the end of the day at the start of the final activity period.

C. Substitute teachers shall not be assigned responsibilities during scheduled planning or lunch periods.

D. Any unit member may request an observation and/or evaluation from the appropriate building administrator.

ARTICLE IV: COMPENSATION

A. Basic Per Diem Rate

A. Basic Per Diem Rate

1. July 1, 2007 to June 30, 2008

a. 01 - 25 days - \$106.00 per day

b. 26+ days - \$108.00 per day

2. July 1, 2008 to June 30, 2009
 - a. 01 - 25 days - \$107.50 per day
 - b. 26+ days - \$109.50 per day

3. July 1, 2009 to June 30, 2010
 - a. 01 - 25 days - \$109.50 per day
 - b. 26+ days - \$111.50 per day

4. July 1, 2010 to June 30, 2011
 - a. 01 - 25 days - \$111.50 per day
 - b. 26+ days - \$113.50 per day

5. a. Substitute teachers who accumulated 25 days of service during the 2006-2007 school year shall be paid at the rate of \$108.00 per day from the first day of service during school year 2007-2008.

b. Substitute teachers who accumulated 25 days of service during the 2007-2008 school year shall be paid at the rate of \$109.50 per day from the first day of service during school year 2008-2009.

c. Substitute teachers who accumulated 25 days of service during the 2008-2009 school year shall be paid at the rate of \$111.50 per day from the first day of service during school year 2009-2010.

d. Substitute teachers who accumulated 25 days of service during the 2009-2010 school year shall be paid at the rate of \$113.50 per day from the first day of service during school year 2010-2011.

6. Substitute teachers employed for 22 consecutive days in the same assignment shall be paid 1/200 of Step 1 of the BA scale retroactive to the first day of employment in said assignment. After 11 consecutive days, the expectation is for continued employment in that position until such time as the formal evaluation procedure is followed.

7. Such assignment will be based upon a written evaluation and recommendation of the responsible building principal prior to the 22nd day. The probationary teacher evaluation form shall be used for evaluation purposes.

8. If a snow day, consecutive snow days or absence due to illness for not more than one day or other approved reason occurs during a consecutive assignment, it shall not constitute a break in service toward the 22 day consecutive service count.

9. At the end of such assignment, the rate will revert to the appropriate per diem rate.

B. Call-In and Daily Pay

1. Any substitute who works one-half ($\frac{1}{2}$) day or less shall be compensated at one-half ($\frac{1}{2}$) the per diem rate.

2. Any substitute who works more than one-half ($\frac{1}{2}$) day shall be compensated at the full per diem rate.

3. Substitute teachers who are called in error and report to the designated school for a daily assignment shall be guaranteed one day's work/pay. The District shall offer such substitute teacher an alternate assignment or send the substitute teacher home with one day's pay. If the substitute teacher declines the alternative assignment, he/she shall not be paid.

4. Substitute teachers who report for a daily assignment with the expectation of a full day assignment and are released early due to the District declared emergency or early school closing, shall be guaranteed one day's pay.

5. Preference for assignment shall be given to certified substitutes.

C. Travel Reimbursement

The District shall reimburse unit members for authorized travel at the rate established by the IRS that is in effect on July 1 of each year.

ARTICLE V: PERSONNEL FILES

Official personnel files shall be maintained under the procedures set forth below. No personnel files shall be kept on members of the bargaining unit other than the official personnel file. This file shall be kept in the Central Administration Building.

1. File Material

No material derogatory to a unit member's conduct, service, character, or personality shall be placed in the file unless the unit member has had an opportunity to read the material. The unit member shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content.

2. Right to Answer

The member of the bargaining unit shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

3. Access to File

Upon request by the member of the bargaining unit, he/she shall be permitted to examine his/her personnel file.

4. Copying of Material

A member of the bargaining unit shall have the right to make copies of any documents in his/her personnel file.

ARTICLE VI: MISCELLANEOUS

A. Health Insurance

1. Substitute teachers covered by this Agreement, at their election, shall be eligible to participate in the District's Group Health and Dental Insurance Programs.

2. Cost of such participation shall be borne in total by the substitute teacher.

3. The District will bill the cost of the insurance premium to participating unit member on a quarterly basis. Payment must be made in advance. Any payments not received within fourteen (14) calendar days following receipt of the premium bill will result in termination of insurance coverage.

4. Enrollment in the insurance program shall be subject to the eligibility and enrollment provisions of the insurance carrier.

B. In-service Courses

Substitutes will be allowed to attend in-service programs, without pay, and without earning credit, provided there is space available and there is no conflict with the requirements of the Fair Labor Standards Act.

C. Due Process

The parties understand and agree that members of the bargaining unit, as per diem substitute teachers, have no property interest in their jobs. However, the District agrees that for members of the bargaining unit with three years of service in the District who have at least 20 days of substitute teaching service within each of those years shall be entitled to:

1. A meeting with the Superintendent or his/her designee upon written notice to the substitute teacher that the District intends to remove the teacher from the substitute teacher calling list.

2. At such meeting, which should be held within five school days following the notice to the teacher, the teacher may have a union representative present.

3. The reasons for the District's action will be explained at the meeting at which time the substitute teacher shall have the opportunity to respond.

4. It is understood and agreed that the determination of the Superintendent as to whether to remove the substitute teacher from the calling list shall be final and binding.

5. Any bargaining unit member, regardless of length of service, who feels there has been a misinterpretation or misapplication of this agreement, shall discuss it with the appropriate immediate supervisor. A representative of the union may be present. This discussion shall be held within a reasonable period of time.

If the problem is not resolved, the bargaining unit member and union president or designee shall meet with the Superintendent or his designee. A written decision shall be rendered within twenty (20) days of the meeting and shall be final and binding.

D. All unit members who request an interview and have worked a minimum of 20 days in one building within the last 10 months, shall be granted an interview for a vacancy in that building within their certification area. Similarly, all unit members who request an interview and have worked a minimum of 45 days in the district within the last 10 months, shall be granted an interview for a vacancy in the District within their certification area. Copies of any postings for vacancies will be provided to the Federation President at the time such postings are distributed to the buildings.

ARTICLE VII: DURATION

- A. This Agreement will be in effect from July 1, 2007 through June 30, 2011.
- B. 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.
- C. If any provision of this Agreement shall be found contrary to law, then such provision shall not be deemed valid except to the extent permitted by law. All other provisions will continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals.

KINGSTON CITY SCHOOL DISTRICT

BY: Gerard M. Gretzinger
DATE: August 7, 2009

KINGSTON FEDERATION OF SUBSTITUTE TEACHERS

BY: Mae R. Stark
DATE: Aug. 11, 2009