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TAR / 5302

CONTRACTUAL AGREEMENT

**The Superintendent of Schools
City School District
Hornell, New York**

and

**The Hornell Substitute Teachers Association
Hornell, New York**

July 1, 2008 - June 30, 2010

RECEIVED

FEB 24 2009

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

Varies

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ARTICLE 1 - DEFINITION

§ 1.1 Substitute Teacher Definitions

(a) Per Diem. A substitute who works on a day-to-day basis for a teacher who is absent and expected to return.

(b) Continuous. A per diem substitute who has worked continuously for 6-20 days for the same teacher with no Board appointment. If a substitute returns to the position in which he/she served as a continuous substitute within five (5) days for a minimum of five (5) days, his/her pay will remain at the continuous level.

(c) Regular. A per diem substitute who has worked continuously for the same teacher for 21 or more days with no Board appointment. If a substitute returns to the position in which he/she served as a regular substitute within five (5) days for a minimum of five (5) days, his/her pay will be at the continuous level.

(d) Long-Term Substitute. A certified* substitute who works continuously for a teacher who has been granted a leave of absence for a semester or more. This employee receives a Board appointment and is covered by the teacher contract.

**The term "certified" shall refer to any teacher who presently holds a teaching certificate from any state.*

ARTICLE 2 - WAGE PROVISIONS

§ 2.1 **Certified Substitutes.** Certified substitute teachers will be compensated at the following rate:

	<u>Per Diem</u>	<u>Continuous</u>	<u>Regular</u>
2008-09	99.00	117.00	Base Salary
2009-10	100.00	118.00	Base Salary

§ 2.2 **Non-Certified Substitutes.** Non-certified substitute teachers will be compensated at the following rate:

	<u>Per Diem</u>	<u>Continuous</u>	<u>Regular</u>
2008-09	91.00	103.00	Base Salary**
2009-10	92.00	104.00	Base Salary**

***According to Commissioner's regulations, substitutes without a valid certificate and who are not working towards certification may not render more than 40 days of work per school year in New York State. (Historical note filed August 28, 1964, Section 80.36 Substitute teachers, paragraph (3).)*

§ 2.3 **Part-Time Substitute Teacher.** A substitute assigned to more than 50 percent of the teacher day (3 hours and 40 minutes) will be paid for a full work day. A regular or continuous substitute who changes to half-day in the same position with the return of the regular teacher half-time, shall continue to accumulate continuous days until the regular teacher assumes the position full-time.

ARTICLE 3 - SICK/PERSONAL LEAVE

§ 3.1 Sick Leave.

(a) After ten (10) consecutive days of employment as a replacement for the same teacher, up to two days of absence due to illness (personal or family) may be taken between the 11th and 20th days. These days will not be considered as interrupting the 20 consecutive days. The two days of absence will be without pay and will not be counted in the 20 day total. (Example: Teacher X is absent. Substitute Teacher A works 12 consecutive days for Teacher X. Substitute Teacher A is ill for two days. Substitute Teacher B is called in for that two-day period. Substitute Teacher A then returns to the same job and continues for eight more consecutive days: 12 + 8 = 20 days.)

(b) In addition, upon receiving base teacher's salary, the regular substitute will be eligible for the following paid sick leave:

<u>Days Worked</u>	<u>Sick Leave Days Granted</u>	<u>Sick Leave Days Worked</u>	<u>Days Granted</u>
21 - 35	2	111-125	8
36 - 50	3	126-140	9
51 - 65	4	141-155	10
66 - 80	5	156-170	11
81 - 95	6	171 or more	12
96 -110	7		

§ 3.2 Personal Leave Of the sick leave days granted in accordance with §3.1, up to two (2) may be taken for personal reasons. If these personal leave days are granted in accordance with §3.1 (a), they will be unpaid days. If they are granted in accordance with §3.1 (b), they will be paid days.

ARTICLE 4 - MILEAGE REIMBURSEMENT

§ 4.1 Mileage reimbursement. All substitute teachers required to travel between buildings will be paid \$.42 per mile. Mileage is to be submitted on a monthly basis to the Business Office.

ARTICLE 5 - RETIREMENT BENEFITS

§ 5.1 New York State Teachers Retirement System. Substitute teachers will be informed by the Superintendent or his designee that they may become members of the New York State Teachers Retirement System in accordance with all regulations as set forth.

ARTICLE 6 - SUBSTITUTE PROCEDURES

§ 6.1 Notification. Substitute teachers will be called prior to the time they are required to be in the classroom as early as feasible. Notification will be given one day or more in advance when possible.

§ 6.2 Policies. Prior to the beginning of each school year, the Superintendent and/or his designee will notify all substitute teachers of any revised policies applicable to their employment in each of the schools in the district. This orientation may take the form of a written notification and/or an orientation session whereby substitute teachers will be compensated on an hourly basis.

§ 6.3 Building Information. School principals and/or head teachers and/or their designees will provide substitute teachers with a folder containing all necessary information as it pertains to their buildings.

§ 6.4 Cancellation of Work as a Result of an Emergency. A unit member who is called in to work by the District and who reports to work shall be paid a half day's pay in the event the school building is closed as a result of an emergency. (This does not include days when school is cancelled for the entire day due to inclement weather.)

§ 6.5 Error (Call In). A unit member who is called to work by the District as a result of an error on the part of the District shall be paid for a minimum of one-half of a day and may be given appropriate work by the District for one-half of a day. Should a substitute teacher choose not to stay, it is understood that no pay will be due for that day.

ARTICLE 7 - VACANCIES

§ 7.1 Vacancies. Permanent and temporary positions will be posted on a bulletin board in the Board of Education Office. In addition, inservice courses or other information deemed pertinent by the Association and/or the Superintendent will be posted.

ARTICLE 8 - GRIEVANCE PROCEDURES

§ 8.1 Time Limits.

(a) The time limits specified in the grievance procedure will be considered maximum and every effort will be made to resolve the grievance as soon as possible.

(b) In the event a grievance is filed on or after the 1st of June which, if left unresolved until the beginning of the following school semester, could result in irreparable harm to the substitute teacher or group of substitute teachers concerned, the time limits set forth herein will be appropriately reduced by mutual agreement or may be continued over the summer with the grievant's consent and the district's consent.

(c) A grievance shall be deemed waived unless submitted within 30 school days after the aggrieved party knew or should have known of the event or condition on which it is based.

§ 8.2 Terms.

(a) The term "Principal" or "Superintendent" as used herein shall mean such person or any such person properly designated and appointed by such official to act in his stead.

(b) The term "grievance" shall mean any alleged misinterpretation, violation, or improper application of the terms and conditions of this agreement.

(c) The term "days" in all instances in this procedure shall mean school days of the aggrieved employee(s).

§ 8.3 Representation.

(a) This procedure will apply to all members of the bargaining unit.

(b) Any substitute teacher or group of substitute teachers having a grievance will have the right to have a member of the Association with him/her and/or represent him/her at all steps of the grievance procedure.

(c) In the case of an Association grievance, the personnel involved as grievants will be so identified.

(d) Nothing herein contained shall be construed to prevent any individual substitute teacher from presenting a written grievance and having the grievance adjusted, without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Contract. If such adjustment would affect the interpretation of the Contract, the person recommending the adjustment will inform the Association and will meet and discuss the matter with its representatives prior to such adjustment.

(d) No individual substitute teacher or group of substitute teachers may be represented by an officer, agent, or member of another employee organization.

§ 8.4 Step 1.

(a) Before submission of a written grievance, the aggrieved party must attempt to resolve it informally either directly or through a representative, and in so doing shall give notice that a grievance is being raised.

(b) If the grievance is not settled to the satisfaction of the substitute teacher(s), the aggrieved shall write his/her grievance on the approved attached grievance form. The grievance shall be signed by the substitute teacher(s) and shall be submitted to the principal and/or head teacher within five (5) school days after the informal discussion with the principal and/or head teacher.

(c) The principal and/or head teacher shall process the grievance as follows:

- (1) Immediately upon receipt of the grievance, the principal and/or head teacher shall forward two copies to the Superintendent.
- (2) The principal and/or head teacher shall render his/her decision and rationale by letter to the aggrieved as soon as possible, but not later than five (5) school days after his/her receipt of the grievance.

(d) The original copy of the grievance shall be returned to the grievant, together with the principal and/or head teacher's letter of decision and rationale. Two copies of the principal and/or head teacher's decision shall be retained by the principal and/or head teacher, together with a written report concerning the facts and background of the grievance pending possible appeal of the grievance to the next step.

§ 8.5 Step 2.

(a) If the principal and/or head teacher's decision does not settle the complaint or protest to the satisfaction of the substitute teacher(s), the aggrieved may appeal to the Superintendent within five (5) school days from his/her receipt of the written decision by the principal.

(b) The substitute teacher shall write his/her appeal in the form of a letter addressed to the Superintendent.

(c) The Superintendent shall process the appeal as follows:

- (1) The Superintendent shall schedule a hearing at a mutually agreeable time and shall notify the concerned parties of the date of said hearing within five (5) school days after receiving the letter of appeal. The hearing will be conducted by the Superintendent in not less than five (5) nor more than ten (10) school days after the scheduling and notification process has been completed. The hearing shall provide the grievant or his/her representative with the

- opportunity to present witnesses, and to present briefs and other relevant testimony.
- (2) The Superintendent shall render his decision by letter to the aggrieved as soon as possible, but not later than five (5) school days after the hearing.
 - (3) Copies of the grievance and the decisions shall be given to the grievant and Chairperson of the Hornell Substitute Teachers Association.

§ 8.6 Step 3.

(a) Within fifteen (15) school days of the receipt of the recommendations of the Superintendent or after the answer is due, the aggrieved may file, with the support of the Association, a demand for arbitration according to the rules and procedures of the Public Employment Relations Board.

(b) The decision of the arbitrator, made in accordance with the provisions of this Agreement, shall be accepted as final by the parties to the dispute and both agree to abide by such decision.

§ 8.7 Arbitration. No differences shall be arbitrable unless it comes within the scope of this Agreement. The authority of the arbitrators shall be limited to interpretation of the issue with respect to the definition of the grievance in Article 8.2-B.

(a) The decision of the arbitrator shall be final and binding on both parties to this Agreement.

(b) The arbitrators' decision will be in writing and will set forth their findings, reasonings, and conclusions on the issues submitted.

(c) Any expenses incurred by use of arbitration will be borne equally by the Association and the Board.

(1) The individual with an alleged grievance and one representative shall suffer no loss in pay to appear at an arbitration hearing.

§ 8.8 Time Restraints.

(a) If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued, and further appeal under this Agreement shall be barred.

(b) Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives, and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allocated had the decision been communicated by the final day.

§ 8.9 No Reprisals. There shall be no reprisals of any kind by administrators taken against any party in interest or his/her school representative, any member of any committee concerned with grievances, or any other participant in the procedure set forth herein by reason of such participation.

§ 8.10 Confidentiality.

(a) All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

(b) During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.

§ 8.11 Public Employment Relations Board. The parties agree to abide by the rules and procedures of arbitration of the Public Employment Relations Board.

GRIEVANCE FORM

NAME _____ Date _____

SCHOOL _____

ARTICLE VIOLATED _____

NATURE OF GRIEVANCE (time, person responsible, place, etc.)

=====

ADMINISTRATOR'S RESPONSE, Step 1

ADMINISTRATOR'S SIGNATURE _____

DATE _____

ARTICLE 9 - NEW SUBSTITUTE TEACHERS

§ 9.1 Reporting New Substitutes to the Association. The District will provide the Association with a Board-approved list of new substitutes within five (5) days of Board action.

§ 9.2 Contract Dispersal to New Substitute Teachers. The Superintendent of Schools and/or his designee will give a copy of the contract to all new substitute teachers.

ARTICLE 10 - NEGLIGENCE

§ 10.1 Negligence. Any lawsuits arising out of alleged negligence in pupil accident or property damage cases shall be handled pursuant to New York State Education Law, Section 3023 and Commissioner of Education Rules and Regulations.

ARTICLE 11 - PERSONNEL RECORDS

§ 11.1 Personnel Records.

(a) Substitute teachers will have the right, upon request, to review the contents of their personnel files and the right to add material by way of reply or explanation to any statement found therein.

(b) Prehire information, as well as any information that the substitute teacher has acknowledged as being confidential at its source, will not be shown to the substitute teacher and will be withdrawn from the file. All other information will be available for inspection and comments.

§ 11.2 Evaluation Procedures. Planned observation of the performance of a substitute teacher will be conducted openly. Evaluation of a substitute teacher may be conducted on an informal level whereby the building principal or head teacher will discuss with the substitute teacher his/her job performance. A copy of any written document pertaining to job performance that is to be placed in the substitute teacher's personnel file will be given to the substitute teacher when such action takes place.

ARTICLE 12 - INSERVICE COURSES

§ 12.1 Inservice Courses. Substitute teachers may be invited to attend inservice courses at the discretion of the administration. When a substitute teacher is asked to attend the inservice course, he/she will be paid the Federal minimum wage for each hour of attendance. Other substitute teachers may attend an inservice course on a space available, voluntary, non-compensated basis.

ARTICLE 13 - PRINTING AND DISTRIBUTION OF CONTRACT

§ 13.1 Printing and Distribution. The Board of Education will be responsible for the printing and distribution of this agreement to all those employed as substitute teachers in the Hornell School District. Ten copies will be given to the Chairman of the Hornell Substitute Teachers Association.

ARTICLE 14 - DUES DEDUCTION

§ 14.1 Dues Deduction.

(a) The Superintendent agrees to deduct from the salary of the substitute teachers dues for the Hornell Substitute Teachers Association (HSTA) as said substitute teachers individually and voluntarily authorize the Superintendent to deduct and transmit the monies to the HSTA. All authorization forms are to be provided by the HSTA. Substitute teacher authorization will be in writing on the form set forth below.

(b) Classroom teacher aides approved to substitute for their teachers (only) as per the Hornell City School District substitute roster, will not be subject to HSTA dues when subbing as per diem substitutes. They will remain members of, and pay dues only to, the Hornell Paraprofessional Association, their regular bargaining unit.

(c) The dues referred to in "a" above will be in equal installments. The Board of Education is to issue a monthly check to the HSTA for the dues collected and transmit said check to the Chairman of the Association.

§ 14.2 Dues Deduction Authorization. Additional authorization will be honored and deductions made for the balance of the year beginning with the earliest possible payroll after submission of a payroll deduction card.

=====

PAYROLL DEDUCTION AUTHORIZATION FORM

Social Security Number _____

Last Name _____ First Name _____

District Name _____

Association _____

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the above Association, to deduct from my salary and transmit to said Association dues as certified by said Association. 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 authorization 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, and submitted to the Superintendent of Schools.

=====

ARTICLE 15 - DURATION

§ 15.1 Duration

Except as otherwise provided within the provisions contained herein, this agreement shall take effect on the date that it is ratified by both parties and it shall continue in full force and effect until June 30, 2010. This agreement shall apply to employees in the negotiating unit who are in active employment on the date that the agreement is ratified by both parties.

§ 15.2 Taylor Law Provisions

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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.

§ 15.3 Notice of Renegotiation

Notice of renegotiation shall be in writing and shall be sufficient if sent by certified mail addressed to the employer, to the Superintendent of Schools of the Hornell City School District.

Notice of renegotiation is to occur during the final year of this agreement by the Association writing to the District at anytime after January 1 of its desire to renegotiate this agreement. Thereafter the parties will meet to commence collective negotiations.

IN WITNESS WHEREOF, the parties set their hands and seals this _____ day of _____, 2008.

CHAIRMAN, HORNELL SUBSTITUTE TEACHERS ASSOCIATION

SUPERINTENDENT OF SCHOOLS, HORNELL CITY SCHOOL DISTRICT