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TSUB / 6320

AGREEMENT

BETWEEN THE

THREE VILLAGE CENTRAL SCHOOL DISTRICT

AND THE

THREE VILLAGE SUBSTITUTE TEACHERS' ASSOCIATION

JULY 1, 2009 - JUNE 30, 2013

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THREE VILLAGE SUBSTITUTE TEACHERS' ASSOCIATION

Agreement entered into this ____ day of _____, 2013 between the Three Village Central School District (hereinafter referred to as the "District") and the Three Village Substitute Teachers' Association (TVTA, NYSUT, AFT).

ARTICLE I - THE AGREEMENT

This Agreement shall constitute the 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 in a written and signed amendment to this Agreement.

ARTICLE II - RECOGNITION

The District recognizes the Three Village Substitute Teachers' Association (TVTA, NYSUT, AFT) as the sole and exclusive representative of the unit covered herein, consisting of all per diem substitute teachers, who have received assurance of continuing employment in accordance with section 590 (10) of the New York Labor Law, and excluding all other employees employed by the District.

ARTICLE III - AGENCY FEE

The District shall notify all per diem substitutes that those employees who are not members of the Union shall have deducted from their salary an agency fee.

Every employee appointed after the effective date of this provision who does not join the Union at the time of appointment shall have an agency fee deducted. If the employee joins the Union, such agency fee deduction shall be discontinued on the same date the dues check-off authorization takes effect. The Union shall be obligated to immediately provide the District with the name of any employee in connection with whom such agency fee deduction should be discontinued.

An employee who terminates Union membership, shall have deducted from his/her salary an agency fee. Such agency fee shall be effective on the same day as the revocation of

authorization for dues deduction takes effect.

The agency fee for each employee covered by this Agreement shall be deducted from the employee's regular paycheck only and shall be in an amount equal to the periodic dues levied by the Union for employees in the affected titles as currently checked off by the School District, and, except as referred to in this Article, shall be deducted in accordance with the same rules and procedures currently employed by the District in connection with the authorized dues deduction. The Union shall certify to the School District the appropriate amount or rate for the agency fee deducted.

The District shall transmit, no later than the first working day of the second month following the month in which the agency fee has been collected, the total of such agency fee deductions collected at the same rates as are provided for the check-off of membership dues.

Changes in the amount of any agency fee deduction shall be effective at the same time as is the practice with changes in membership dues deductions. Request for changes in the rate of dues deductions shall be deemed to be a request for a change in the agency fee.

Union receipt by the School District of the notice of change in the amount of the agency fee deductions, employees having the agency fee deducted shall be notified, in writing, by the payroll office of the change in the amount to be deducted periodically and the date on which such new deduction will begin. A copy of this notice shall be sent to the Union.

The Union shall refund to the employees any agency fees wrongfully deducted and transmitted to the Union.

No assessments of any kind or nature will be collected through the agency fee deduction.

The District shall not be liable in the operation of the agency fee deduction for any mistake or error of judgment or any other act of omission or commission, and the Union agrees for itself, its successor and assigns to at all times indemnify the District and/or the Board of Education against any and all claims, suits, actions, costs, charges and expenses and against all liability and losses and damages of any nature whatsoever that the district and/or the Board of Education shall or may at any time sustain or be put to by reason of the inclusion of the above Agency Fee Article in the collective bargaining agreement between the Union and

the District. In addition, upon request by the Board of Education, the Union will provide an attorney to defend the Board in any claim against the Board arising out of the deduction and transmittal of Agency Fee as referred to above. Should the Board decide to retain its own counsel in such action, the Union will not be liable for the Board's attorney's fees.

The Union affirms that it has established and is maintaining a procedure which provides for the refund, to any employee demanding the same, or any part of an agency fee which represents the employee's pro rata share of expenditures by the Union in aid of activities or causes of a political or ideological nature only incidentally related to terms and condition of employment. It is expressly agreed that in the event such procedure is disestablished by any of the above-referred to organizations, then this Article insofar as it relates to agency fee deduction, shall be null and void.

In the event that any provision of this Article is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Article.

ARTICLE IV - UNION RIGHTS

A. If the District sends individuals in the unit letters informing them they have reasonable assurance of continued future employment in the District as substitute teachers, then a list of persons so informed, together with their addresses, shall be furnished to the Association upon written request from the Association President.

B. A copy of a list showing the identities of substitutes who worked, and the number of days worked, will be made available to the Association, once per year upon written request to the Assistant Superintendent for Instructional Services, if such list is available.

C. There will be, in each building, a mailbox for use by the Association and designated as such.

D. In the event a formally scheduled meeting is held for the purpose of taking disciplinary action against a substitute teacher, the employee shall be given the opportunity to have an Association representative present.

E. When the Association representative is requested by the District to attend a meeting during the workday, he/she shall be paid for the full day.

F. Removal from Substitute List: When Administration determines that a per diem substitute teacher will no longer be assigned to a building or department, or will be removed from the substitutes list, such substitute and the unit president will be notified regarding same.

ARTICLE V - NEGOTIATIONS

Should either party desire to amend this Agreement at the expiration date thereof, notification of such intent shall be sent, in writing, to the other party no later than the Friday immediately preceding the expiration date hereof.

ARTICLE VI - GRIEVANCE PROCEDURE

A. A grievance is a claimed violation of the specific provisions of this Agreement.

B. 1. All grievances shall be submitted, in writing, to the building principal in the building affected, who shall render his/her answer within ten (10) workdays.

2. Within ten (10) workdays of receipt of the answer, the Association may submit a written appeal to the Assistant Superintendent for Instructional Services or his/her designee. The Assistant Superintendent shall give his/her response within ten (10) workdays of receipt of the appeal.

3. The decision of the Assistant Superintendent may be appealed to the Superintendent of Schools. Such appeal must be instituted within ten (10) working days of the decision of the Assistant Superintendent. The decision of the Superintendent of Schools shall be final and binding.

ARTICLE VII - CONDITIONS OF PROFESSIONAL PRACTICE

A. Substitutes are expected to perform those tasks and duties normally performed by the teacher they are replacing during the regular workday.

B. Substitutes will not be required to take on any duties which are performed on a stipend basis by the teacher being replaced.

However, irrespective of this or any other provision contained herein, Administration may assign and require substitutes to perform the following duties for which substitutes will not receive any additional compensation:

- Hall Duty
- Study Hall
- In School suspension
- Examination Proctoring
- Library Book Check-in and Check-out
- Professional Preparation (if not assigned another duty).

Long Term Substitutes may also be assigned and required to perform the following duties for which such Substitutes will not receive additional compensation:

Five (5) professional/service periods per week during which assignments shall be determined by the building Principal and shall include:

- Staff Development including on-line staff development, lesson design and workshops
- Parent Meetings
- Data analysis of student performance
- Test/examination construction
- Alignment of existing curriculum
- Meetings with Administration
- Mentoring with the guidelines of M.T.I.P. as to confidentiality, evaluation, and selection
- Grade level/course meetings
- Inclusion teacher meetings
- Provide input to Principal/Chair regarding budget preparation
- Construction and review of buildings plan for results
- Preparation for State assessments (logistics and strategies)
- CSE/IST meetings
- Peer visitations
- Student assistance which is defined as a teacher in the

- classroom of another teacher to support instruction
- Assignment to an academic center pursuant to a plan developed by the District in consultation with TVTA. Assignments/Attendance of students to the academic center shall be limited to a maximum of five (5) students per session per teacher. Teacher professional preparation
- End of quarter reporting
- Contact with Special Education Teachers
- Teacher consultation including as to students participating in the Academic Centers.

The above assignments will only be made each day during either the professional or preparation periods for substitute teachers, not both. Furthermore, such assignments will not be made during a substitute teacher's lunch period.

The extra class coverage rate for substitute teachers shall be a total of \$31.90 per day. Subsequent increases in the aforementioned rate as agreed upon by the District shall be applied accordingly, at the rate paid under the Three Village Teachers' Association Agreement.

The parties agree that assignments to student assistance and/or the academic center shall be limited to a maximum of two (2) periods per week.

C. Personnel File: Should the District maintain personnel files on substitutes, a substitute then shall have the right to examine any materials contained therein, make copies thereof, and to rebut same. In the event a substitute examines his/her file, he/she shall initial the contents thereof to signify that the contents have been examined. References related to the initial or continued employment of a substitute need not be made a part of the file.

D. Substitute teachers who are required to travel between schools during the school day shall be reimbursed for mileage at the rate paid under the Three Village Teachers' Association Agreement. They will be informed of the need for travel when called by the substitute service.

E. Requests: Teacher requests for a particular substitute teacher will be considered, but the District shall have the right to hire a substitute other than the individual requested.

F. Effective July 1, 2011, per diem substitutes serving in long term assignments of forty (40) or more consecutive days shall be permitted to take the same preparation period as taken by the regular classroom teacher for whom the unit member is substituting.

G. Administration has the right to use permanent substitutes who are not members of this bargaining unit, and assign same to District buildings instead of using bargaining unit members.

H. In addition to the requirements contained herein, newly hired unit members are required to attend up to seven (7) hours of staff development which shall be in the form of one (1) seven hour orientation day to be assigned and scheduled by Administration, which shall also determine the content and structure of same. Unit members shall not be paid for attendance at such orientation day.

ARTICLE VIII - SALARIES

A. The per diem salary rate for substitute teachers shall be as follows:

Effective July 1, 2009	
Per diem rate	\$122.27
20 days or more previous	\$127.79
After 20 days current year	\$134.63
Long term assignment - 20 or more days of consecutive service in the same assignment	\$156.61
Long term assignment - 40 or more days of consecutive service in the same assignment	\$238.32(7/1/09-1/31/10)
	\$240.72(2/1/10-6/30/10)
Effective July 1, 2010	
Per diem rate	\$123.49
20 days or more previous	\$129.07
After 20 days current year	\$135.98
Long term assignment - 20 or more days of consecutive service in the same assignment	\$158.18
Long term assignment - 40 or more days of consecutive service in the same assignment	\$243.11
Effective July 1, 2011	
Per diem rate	\$124.72
25 days or more previous	\$130.36
After 25 days current year	\$137.34

Long term assignment – 25 or more days of consecutive service in the same assignment	\$159.76
Long term assignment – 50 or more days of consecutive service in the same assignment	\$245.55(7/1/11-1/31/12)
	\$250.46(2/1/12-6/30/12)

Effective July 1, 2012	
Per diem rate	\$125.34
25 days or more previous	\$131.01
After 25 days current year	\$138.03
Long term assignment – 25 or more days of consecutive service in the same assignment	\$160.56
Long term assignment – 50 or more days of consecutive service in the same assignment	\$254.96

- a. The per diem salary rates for substitute teachers shall be increased as follows:

2009-2010	Year 1 – 1.0%
2010-2011	Year 2 – 1.0%
2011-2012	Year 3 – 1.0%
2012-2013	Year 4 - 0.5%

- b. The retroactive application of the per diem salary rate increases delineated above, shall only apply to those unit members who worked at least thirty (30) days, in the unit, in the District during each of the 2009/10, and 2010/11, school years.

B. Substitute teachers teaching 25 or more consecutive days in the same assignment will be paid at the appropriate level as delineated in the salary schedule (at "A") retroactive to the first day of assignment and will be entitled to 1 1/2 sick days per month and will receive pay for all school holidays and recesses during the long term assignment.

C. Substitute teachers teaching fifty (50) or more consecutive days in the same District assignment will be paid at a rate of 1/200th of the BA at Step 1 level of the teacher's

salary schedule retroactive to the first day of the assignment. Substitutes receiving pay at this level will not be entitled to accumulate sick days for this period of service and will not receive pay for school holidays and recesses during the long term assignment. Any paid holiday or sick day received under "B" will be subtracted from the retroactive pay in "C".

D. Substitutes who teach in the District forty (40) or more days per year for at least three (3) years shall be paid at the highest regular per diem rate (the rate for more than twenty-five (25) days of service in the current year). This rate shall commence with the first day of teaching in the school year immediately following the substitutes' completion of such period of service.

E. If a substitute teacher is assigned to a one-half (1/2) day position, he/she shall be paid at the rate of two-thirds (2/3) of the applicable rate of pay. If such a substitute works for one full class period beyond one-half day a (half-day being defined as 3.5 hours) he/she will be paid for the half-day plus the extra class coverage rate. Substitutes working more than one-half day plus one full class period shall only receive additional compensation if they work a full day, for which they will receive a full day's pay.

F. Show-up: If a unit member called to substitute arrives at school and has the assignment canceled, he/she shall be paid a full day's pay or assigned to another position or other duties.

G. Effective July, 2011 irrespective of any contractual provision, practice or other authority to the contrary, per diem substitute teachers who are assigned to a teaching assistant position will be paid at the rate of \$95.00 per day. (Note the percentage increases delineated for salaries in paragraph (4) herein, effective for years three (3) and four (4) will also apply to this pay rate).

H. For the purposes of the above-referenced provisions for the applicable long term substitute assignments per diem salary rates as delineated in (A), (B), and (C), the taking of one (1) sick day during such long term substitute assignments shall not be considered a break in the consecutive service required for the delineated per diem rate.

ARTICLE IX - FRINGE BENEFITS

In-service Course: Substitute teachers shall be charged the same rate as a regular teacher for in-service courses, if there is space available.

ARTICLE X - PAYDAYS

Substitute teachers shall be paid on the same payday schedule as regular teachers, except they will be paid two (2) weeks after the days worked.

ARTICLE XI - VACANCIES

Teaching positions shall be posted in each building with a copy sent to the Association President whose name and address shall be provided to the District.

ARTICLE XII - TAYLOR LAW NOTICE

"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 XIII - SCOPE AND SEVERABILITY

A. Severance, Limitation, and Supersedure.

1. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue to be in full force and effect.

2. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, that this Agreement constitutes the entire agreement of the parties, and, therefore, the parties agree that no additional negotiation of this Agreement shall be conducted on any item, whether contained herein or not, except by mutual consent.

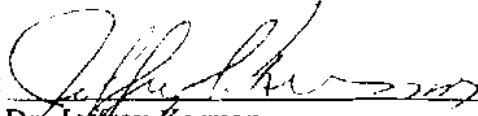
ARTICLE XIV - SMOKE-FREE WORKPLACE

Notwithstanding current policy or practice to the contrary, there shall be no smoking permitted on any school grounds or property of the School District.

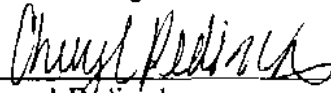
ARTICLE XV - DURATION

This Agreement shall be effective for a period of five (5) years commencing July 1, 2009 through June 30, 2013

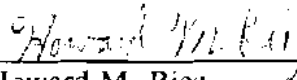
Dated: 4/17/13

By: 
Dr. Jeffrey Kerman
President, Board of Education
Three Village Central School District

Dated: 4/16/2013

By: 
Cheryl Pedisich
Superintendent of Schools
Three Village Central School District

Dated: April 4, 2013

By: 
Howard M. Riez
President
Three Village Substitute Teachers' Association