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TSUB / 4568

AGREEMENT

by and between the

BAY SHORE UNION FREE SCHOOL DISTRICT

and the

**BAY SHORE SUBSTITUTE TEACHERS
ASSOCIATION**

July 1, 2014 to June 30, 2017

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ARTICLE ONE - GENERAL PROVISIONS

AGREEMENT made and entered into this ___ day of September, 2014, by and between the BAY SHORE UNION FREE SCHOOL DISTRICT, TOWN OF ISLIP, BAY SHORE, NEW YORK (hereinafter referred to as the "District") and the BAY SHORE SUBSTITUTE TEACHERS ASSOCIATION (hereinafter referred to as the "Association"):

SECTION I. CONTRACTUAL PROVISIONS

A. EFFECTIVENESS

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.

B. SEVERANCE, LIMITATION, AND SUPERSEDEURE

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. Where the provisions of this Agreement are in conflict with any other District determination, the provisions of the Agreement shall be controlling.

If there are terms and conditions of employment not covered by the Agreement, such shall continue to be subject to the District's authority and control under applicable legislative enactment.

3. 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 negotiations of this Agreement shall be conducted on any item, whether contained herein or not, except by mutual consent.

C. TERM OF AGREEMENT

This Agreement shall take effect on September 1, 2014 and shall continue in full force and effect until June 30, 2017. In the event that negotiations are not concluded by June 30, 2017, the Agreement shall become effective after ratification as of the date both parties to the negotiations agree to take the package to their groups for ratification.

SECTION II. MANAGEMENT RIGHTS

The District is charged by law to have in all respects the superintendence, management, and control of the District. Except as limited herein, nothing contained herein is intended nor shall it have the effect of abridging or violating the rights or obligations accorded to or imposed upon the District by the laws of the State of New York.

SECTION III. RECOGNITION

The Board of Education recognizes that the Bay Shore Substitute Teachers Association (BSCTA, NYSUT, AFT) is the sole and exclusive representative of the Unit covered herein, consisting of all per diem substitute teachers employed by the District excluding all other employees, who have received a reasonable assurance of continuing employment or have worked a total of twenty (20) school days in the then current school year.

ARTICLE TWO - ASSOCIATION BENEFITS

SECTION I. AGENCY FEE

1. Pursuant to the passage of legislation enabling the implementation of an Agency Fee, the District does hereby agree that no later than the second pay period after the effective date of employment, each employee who is not a member of the Bay Shore Substitute Teachers Association will pay to the collective bargaining agent each pay period a service charge toward the administration of this Agreement and the representation of such employee; provided, however, that each employee will have available to him/her membership in the Bay Shore Substitute Teachers Association on the same terms and conditions as are available to every other member of the Association. The service charge shall be an amount equal to the collective bargaining agent's regular and usual initiation fee, if any, and dues thereafter in an amount equal to the regular and usual dues. The District shall deduct such fee in the same manner as the membership dues are deducted. The collected amount through the agency fee shall be used to represent the individual as a member of the bargaining Unit and shall not be used toward expenditures by the organization in and of activities or causes of political or ideological nature only incidentally related to terms and conditions of employment.

2. Any substitute teacher from whom an agency fee has been deducted pursuant to this provision who has any objection thereto shall be limited to processing his/her objection in accordance with organizational appeal procedures contained in a separate organizational document governing such appeals. The Bay Shore Substitute Teachers Association has submitted to the District, pursuant to Chapter 677 of the Laws of 1977 of the State of New York, a procedure providing for the processing of demands by members of the bargaining Unit for the return of that portion of the agency fee deduction, if any, which represents the employee's pro-rata share of expenditures by the Bay Shore Substitute Teachers Association in aid of activities or causes only incidentally related to negotiation of terms and/or conditions of employment. The Association represents that the aforementioned procedure shall not be changed contrary to the law.

3. The Bay Shore Substitute Teachers Association will supply, upon the request of the District, the names of those Unit members who shall have the agency fee deducted from their salary.

4. The Bay Shore Substitute Teachers Association shall indemnify the District on account of any recovery of refund obtained by such non-member of the Association against the District pursuant to this section.

SECTION II - BULLETIN, PAYROLL LISTS, AND MAILBOX

1. Should the District send individuals in the Unit letters informing them that they have reasonable assurance of continued future employment in the District, as substitutes, then a list of persons so informed, together with their addresses, shall be furnished to the Association.
2. Copies of payroll lists, showing the identities of substitutes who worked, and the number of days worked, will be made available to the Association, upon reasonable request.
3. There will be, in each building, a mailbox for use by the Association and designated as such.

SECTION III. NEGOTIATIONS

A. NOTICE

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 February 1st immediately preceding the expiration date hereof.

B. START OF NEGOTIATIONS

The parties shall mutually agree on a date to commence negotiations for a successor Agreement and shall endeavor to hold the initial negotiation session by March 1st immediately preceding the expiration date hereof.

SECTION IV. RIGHT TO REPRESENTATION

In the event a formally scheduled meeting is held involving a substitute teacher where a disciplinary action may take place, the employee shall be given the opportunity to have an Association representative present.

SECTION V. UNIT MEMBER INFORMATION

At the beginning of each school year, an electronic or computer disk copy of the then current list of substitutes being utilized by the District will be furnished to NYSUT. As said list is updated, a copy shall be furnished to NYSUT.

SECTION VI. NOTIFICATION OF VACANCY

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.
In the event that a permanent position becomes available, a substitute teacher who is certified for that position and has either been a replacement/long term substitute in the district previously or who has substituted for a minimum of 45 days in the District for two consecutive years shall be granted an interview for that position.

SECTION VII. PAYROLL DEDUCTION

The District will deduct from pay dues as uniformly designated by the Association, for membership dues in the Association.

ARTICLE THREE - MEMBERS BENEFITS

SECTION I. GRIEVANCE PROCEDURE

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

B. 1. All grievances shall be submitted, in writing, on a Record of Grievance and Processing form supplied by the District to the building principal in the building affected, who shall render his/her answer within ten (10) calendar days.

2. Within ten (10) calendar days of receipt of the answer at step 1, the Association may submit a written appeal to the Superintendent of Schools, or his/her designee. Response at level two shall be within ten (10) calendar days of receipt of the appeal, or if the District elects to hold a conference with the grievant and Association on the matter, within ten (10) calendar days of the conference.

C. In the event that the grievance is not satisfactorily adjusted at step 2, the Association may submit same to arbitration in accordance with the following provisions:

1. The arbitrator shall limit his/her decision strictly to the claimed violation of the express provisions of the Agreement submitted to him/her and the arbitrator shall be without power or authority to make any decision:

a. Contrary to, or inconsistent with, or modifying, violating, or varying in any way, the terms and provisions of this Agreement.

b. Overruling the exercise of Board's or Superintendent's discretion under the terms and provisions of this Agreement so long as the Board or Superintendent can demonstrate that there is substantial evidence in the record supporting the determination made, or that the determination was not arbitrary or capricious, or discriminatory.

2. The arbitrator shall be rotated from the following panel:

- (1) Howard Edelman
- (2) Robert Simmelkjaer
- (3) Philip Ruffo

He/she shall decide only the grievance adjudicated, and shall not render any decision modifying, amending, or adding to the Agreement. The decision of the arbitrator shall be advisory.

3. The Demand for Arbitration shall be filed within thirty (30) calendar days of the date of the receipt of the decision in Step 2.

4. The grievance shall be initiated within twenty (20) calendar days of the first date of the occurrence or act upon which the grievance is based.

5. Each side shall bear its own costs of the arbitration, and the parties shall share the cost of the arbitrator.

6. Nothing herein shall prevent the Association from submitting an issue to the New York State Public Employment Relations Board (PERB) which is within PERB's jurisdiction.

SECTION II. PERSONNEL FILES

Upon written request to the District, each member of the Unit shall have the right to review in the presence of a District designee, at a mutually convenient time, all of the contents of his/her personnel file excepting employment references given in connection with appointment.

The review of the file may be held in the presence of one additional person selected by the substitute teacher; similarly, there may be two representatives of the District. The substitute teacher shall have the right to offer statement for the file, designed to answer complaints from any source against the substitute teacher that may be in the file. Answers shall identify the specific complaint to which addressed, shall include the date submitted, and shall be submitted within two weeks of the date of mailing of any item to which an answer is to be appended. The two documents shall then be physically joined by staple or other fastener.

With respect to confidential medical documents there shall be an indication in the file that such documents exist. The member of the Unit may request a review of such documents. The District may, in its discretion, deny the request, and in such event, the medical report(s) shall not be used in any action concerning the member of the Unit. Upon request and reasonable notice, the District shall provide to the member of the Unit a duplicate copy of any material in the member's personnel file which did not originate with the member, and which the member was not previously given and which is not excepted above. The District reserves the right to charge a reasonable fee for such service.

All written evaluations related to the work performance of any member of the Unit, written by an employee of the District, shall be placed in the Unit member's permanent personnel file in the District Office.

SECTION III. PAY DAYS

Pay days will be scheduled every two (2) weeks to coincide with teachers' pay schedule, with an initial lag of two (2) weeks.

SECTION IV. WAGES

There shall be an increase in salary for each of the indicated contract years as follows:

9/1/14-6/30/15	0%
9/1/15-6/30/16	Per Diem 1%; Long Term (after 45th day) – 1%; Long Term (after 20th day) – 0%;
9/1/16-6/30/17	Per Diem 1%; Long Term (after 45th day) – 1%; Long Term (after 20th day) – 0%.

A. SCHEDULE

<u>Dates</u>	<u>Per Diem*</u>	<u>Long Term</u> (after 20 th day single assign)	<u>Long Term**</u> (after 45 th day)
9/1/14	\$121	\$151	\$129
9/1/15	\$122	\$151	\$130
9/1/16	\$123	\$151	\$132

*Per diem substitutes shall not work more than fifteen (15) days in any month. In counting the number of days worked by a substitute to determine the substitute’s daily rate of pay, the unexcused failure of a substitute to report to an assignment accepted by the substitute shall cause the substitute to revert to day one in their count of days worked. Unexcused failure shall be determined by the District in its discretion and shall mean the acceptance of another substitute assignment or work with another school district or employer, other than the Bay Shore UFSD, for the same day; or the substitute’s decision not to report without reasonable cause.

*Unit members must work 45 days in a school year to be eligible for this Long-Term rate, commencing on the 46th day. However, any unit member who has worked 45 days in the immediately preceding school year (as a substitute in any of the above three substitute categories), shall be paid this Long-Term rate commencing with his/her first day of per diem substitute work in the immediately following school year.

B. HALF DAY

A substitute teacher called in to work for one-half (1/2) of the normal teacher day will be paid at half of the appropriate rate.

C. SHOW-UP

Except for cancellations due to weather emergencies, the District shall notify substitutes that an assignment has been cancelled, at least one (1) hour prior to the start of an AM assignment and at least three (3) hours prior to the start of a PM assignment. If a substitute is not provided this cancellation notice, he/she shall be paid one-half (1/2) day’s pay or assigned to another position for a minimum of one-half (1/2) day.

D. LONG TERM ASSIGNMENTS

1. Definition - More than twenty (20) scheduled days served in the same assignment.
2. Payment will be retroactive to 1st day.
3. If absent for no more than one day due to illness while qualified or in an assignment which leads to a qualifying position, said absence shall not constitute a break in service.

4. LEAVE

Substitute teachers who are employed for 20 days or more in a single continuous assignment shall receive two (2) bereavement days per school year following the death of an immediate family member. Immediate family members shall be defined as parent, child, spouse, brother, sister, grandparent, or grandchild. In the event that members require days beyond those designated in this agreement, such days shall be deemed a break in service unless the additional absences are caused by unusual circumstances related to bereavement. The determination of these circumstances will be made by the District Office Administration. All bereavement days are to be used to maintain continuous service only. They are not paid nor are they cumulative.

5. SICK DAYS

Substitute teachers who are employed for 20 days or more in a single continuous assignment shall receive one sick day after 20 days of consecutive service and one additional day for each additional 20 consecutive days worked thereafter to a maximum of 5 per year. These days shall not constitute a break in service. All sick days are to be used to maintain continuous service only. They are not paid nor are they cumulative.

E. DISTRICT DISCRETION

The District, at its discretion, may continue its present practice of hiring substitutes at any daily rate above the rates stated in the contract for a particular year.

F. OPEN SCHOOL NIGHTS

Whenever per diem substitutes are directed to be present for "open-school" nights, they shall be compensated at three tenths of their scheduled per diem for that evening appearance.

G. EARLY DISMISSAL

In the event of early dismissal due to inclement weather, substitutes in attendance will receive a full day's pay.

SECTION V. CONDITIONS OF ASSIGNMENT

A. SCHEDULE

The member will fulfill the duties of the teacher he/she is replacing subject to the scheduling needs of the District. Representatives of the negotiating team for the District and the Unit will prepare, by the beginning of each school year, recommendations to submit to high school administrative staff regarding methods for effective utilization of substitute services.

B. LUNCH PERIOD

Secondary substitutes shall not be scheduled for more than six (6) periods, and to the extent practical, no more than three (3) periods in a row. Elementary substitutes shall be guaranteed one (1) lunch period and one (1) preparation period daily for each full-time assignment.

C. DISRUPTIVE STUDENT

1. The parties acknowledge that the primary responsibility for dealing with discipline problems or disruptive incidents in the classroom lies with the teacher. In the ordinary case, the teacher's professional training and experience have equipped him/her to handle such problems in the professional and competent manner most likely to foster individual learning and a positive relationship between teacher and student. However, should an extraordinary incident arise and cause a disruption which interferes with the learning process in the classroom, maximum assistance will be made available to the teacher dealing with such a situation.

2. A student who threatens physical violence or who engages in such with respect to him/herself, his/her fellow students or a teacher may be directed by the teacher to report immediately to the principal or other designated supervisor under such procedure as may be prescribed by the District. Such student shall not be returned to the classroom before consultation between the teacher and the principal or other designated supervisor, and other professional personnel as deemed necessary.

3. Upon receipt of a report of behavior as described above, the District shall cause a suitable investigation to be made leading to action to best serve the needs of the school and the student.

4. Students who so seriously disrupt the classroom work as to impede effective instruction may be reported by the teacher to the principal or other supervisor. Such report may be in writing as determined by the principal or other designated supervisor and shall contain specific information on the disruptive behavior.

5. It is understood that the above procedure shall in no way be used to diminish the rights of any student.

SECTION VI. IN-SERVICE COURSES

No additional charge for attendance beyond any charge to a regular teacher on a space available basis.

SECTION VII. MILEAGE

If assignment includes daily travel between schools, the Unit member shall be paid in accordance with the current IRS rate.

SECTION VIII. SUBSTITUTE HANDBOOK

The substitute handbook is available in the District Office.

ARTICLE FOUR - AGREEMENT

IN WITNESS WHEREOF, the above Agreement has been made and executed the day and year first above written pursuant to the resolution of the Board of Education adopted August 27, 2014.

For the District:

Karen A. Salmo, Ph.D. Superintendent of Schools

For the Association:

Judith Ledwell Negotiating Representative, BSSTA

Richard A. Rosner President