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AGREEMENT

between the

**HARBORFIELDS
CENTRAL SCHOOL
DISTRICT OF GREENLAWN**

and the

**HARBORFIELDS ASSOCIATION OF
PERMANENT AND PER DIEM
SUBSTITUTE TEACHERS**

(NYSUT, AFT, AFL-CIO)

July 1, 2011 through June 30, 2016

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AGREEMENT made and entered into this 17th day of Oct., 2012 by and between the Board of Education, Harborfields Central School District of Greenlawn, Greenlawn, New York (hereinafter referred to as the "District"), and the Harborfields Association of Permanent and Per Diem Substitute Teachers (hereinafter referred to as the "Union"):

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 Board of Education recognizes that the Union is the sole and exclusive representative of the unit covered herein, consisting of all permanent and per diem substitute teachers employed by the District, excluding all other employees.

ARTICLE III – DUES DEDUCTIONS AND AGENCY FEE PAYMENTS

A. Dues

1. The District agrees to deduct from the salaries of unit employees dues for the Union as said employees individually and voluntarily authorize the District to deduct, and to transmit the monies so collected promptly to the Union. Employee authorization shall be in writing on forms mutually approved by the District and the Union.
2. Deductions referred to above shall be made in the following manner:
 - a. The Union shall certify to the District in writing its current daily rate of dues, and the maximum annual amount, should there be any. It shall do so no later than September 1 of the school year. Changes in the rate of membership dues shall become effective on the pay date next following the passage of thirty (30) days from receipt of notice from the Union.
 - b. Daily membership dues, in the amount certified as mentioned above, shall be deducted daily from the daily pay of those substitute teachers who have so authorized the District in writing until the maximum annual amount, if any, as certified by the Union under the procedure above, is reached.
3. The District shall, following each pay period from which a dues deduction

is made, transmit the amount so deducted to the Union.

4. An employee may withdraw his/her authorization by written notice given to the District. The District shall promptly notify the Union upon receipt of any such notice. Said withdrawal shall become effective on the pay date next following the passage of thirty (30) days from the District's receipt of that notice.

B. Agency Fee

1. Subject to the provisions of law, each employee of the District performing unit work who is not a member of the Union will pay to the collective bargaining agent each month a service fee toward the administration of this Agreement and the representation of such employee in collective negotiations provided, however, that such employee shall have available to him/her membership in the Union.
 2. Said service fee shall be certified to the District by the Union no later than September 1 of each school year. It shall not be greater than one dollar (\$1.00) per day nor more than seventy dollars (\$70.00) per year.
 3. The District shall deduct such fee in the same manner that membership dues are deducted.
 4. The Union will adopt a refund procedure consistent with law.
- C. If earnings are insufficient to cover dues, payment for such dues shall be made by the employee directly to the Union.
- D. The Union shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the District for the purpose of complying with any provision of this Agreement.

ARTICLE IV – UNION RIGHTS

- A. The District shall furnish the Union with the list of substitutes compiled at the start of the school year and shall also furnish the Union with a copy of the bimonthly update.
- B. There will be, in each building, a mailbox for use by substitute teachers and designated as such.
- C. In the event a hearing is held involving a substitute teacher where a reprimand, warning or other disciplinary action may take place, the employee shall, at his or her request, be given the opportunity to have a Union representative present.

Nothing herein shall require the holding of a hearing prior to District action regarding continued usage of any substitute teacher or teachers.

ARTICLE V – NEGOTIATIONS

- A. 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 January 15th immediately preceding the expiration date hereof. Notice given by one party shall operate as notice given to that party.
- B. The parties shall mutually agree on a date to commence negotiations for a successor agreement.

ARTICLE VI – GRIEVANCE PROCEDURE

- A. A grievance is a claimed violation of the terms of this Agreement.
- B. All grievances shall be submitted, in writing, to the building principal in the building affected, who shall render his/her answer within seven (7) calendar days.
 - 1. Within seven (7) calendar days of receipt of the answer at step 1, the Union may submit a written appeal to the Superintendent of Schools, or his/her designee. Response at level two shall be within seven (7) calendar days of receipt of the appeal, or if the District elects to hold a conference with grievant and the Union on the matter, within seven (7) calendar days of the conference.
- C. In the event that the grievance is not satisfactorily adjusted at step 2, the Union may submit same to arbitration in accordance with the following provisions:
 - 1. Selection of the Arbitrator

The arbitrator shall be selected by mutual agreement of the parties. In the event the parties cannot agree within two (2) weeks of submission of the demand for arbitration, the matter shall be submitted to the American Arbitration Association for processing in accordance with that agency's rules on Voluntary Labor Arbitration.
 - 2. Jurisdiction of the Arbitrator
 - a. The arbitrator shall have no jurisdiction to consider any grievance based on an event which occurred more than forty-five (45) calendar days prior to the written grievance or which was not submitted to arbitration within forty-five (45) calendar days of the written grievance.

- b. The arbitrator shall have no authority to render a decision that adds to, modifies or amends the Agreement and the arbitrator shall not consider any question not directly related to the interpretation of an explicit provision(s) of the Agreement.
 - c. The decision of the arbitrator shall be advisory only.
3. Each side shall bear its own costs of the arbitration, and the parties shall share the cost of the arbitrator.

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 and ancillary to the regular workday.
- B. Substitutes will not be required to take on any duties which are performed by the teacher being replaced on a stipend basis (Except for intramurals and for chaperoning, and crowd-control duties which, if required, will be compensated at the United Teachers of Harborfields (Teachers Unit) collective negotiations agreement rate).
- C. Personnel File: A substitute teacher shall have the right to examine materials contained in his/her personnel file excluding confidential references and pre-employment materials, make copies thereof, and respond in writing to same. In the event a substitute teacher examines his/her file, he/she shall initial the contents thereof to signify that the contents have been examined.
- D. Substitute teachers who are required to travel between schools during the school day shall be reimbursed for mileage at the then-established rate.

ARTICLE VIII – SALARIES

- A. Effective September 1, 2011, the salary for permanent and per diem substitutes shall be one-hundred, twenty-two dollars (\$122.00) per day. Effective September 1, 2012, the salary for permanent and per diem substitutes shall be one-hundred, twenty-two dollars (\$122.00) per day. Effective September 1, 2013, the salary for permanent and per diem substitutes shall be one-hundred, twenty-three dollars (\$123.00) per day. Effective September 1, 2014, the salary for permanent and per diem substitutes shall be one-hundred, twenty-four dollars (\$124.00) per day. Effective September 1, 2015, the salary for permanent and per diem substitutes shall be one-hundred, twenty-six dollars (\$126.00) per day.
- B. Special Circumstances: If the substitute teacher's service is in the same assignment and the consecutive days in that assignment are:

1. Sixteen (16) to thirty (30) consecutive days, the teacher will be paid, effective September 1, 2011, one-hundred, thirty-two dollars (\$132.00) per day; effective September 1, 2012 one-hundred, thirty-two dollars (\$132.00) per day; effective September 1, 2013, one-hundred, thirty-three dollars (\$133.00) per day; effective September 1, 2014, one-hundred, thirty-five dollars (\$135.00) per day; effective September 1, 2015, one-hundred, thirty-seven dollars (\$137.00) per day starting on the sixteenth (16th) day of the assignment.
 2. Thirty-one (31) to forty-five (45) consecutive days, the teacher will be paid, effective September 1, 2011, one-hundred, ninety-three dollars (\$193.00) per day; effective September 1, 2012 one-hundred, ninety-three dollars (\$193.00) per day; effective September 1, 2013, one-hundred, ninety-three dollars (\$193.00) per day; effective September 1, 2014, one-hundred, ninety-five dollars (\$195.00) per day; effective September 1, 2015, one-hundred, ninety-six dollars (\$196.00) per day starting on the thirty-first (31st) day of the assignment.
 3. more than forty-five (45) consecutive days, the teacher will be paid, effective September 1, 2011, one-hundred, ninety-three dollars (\$193.00) per day; effective September 1, 2012 one-hundred, ninety-three dollars (\$193.00) per day; effective September 1, 2013, one-hundred, ninety-three dollars (\$193.00) per day; effective September 1, 2014, one-hundred, ninety-five dollars (\$195.00) per day; effective September 1, 2015, one-hundred, ninety-Six dollars (\$196.00) per day retroactive to day one (1) of the assignment. At the sole discretion of the Superintendent of Schools, the requirement that the days be consecutive shall be waived.
- C. Substitute teachers will not participate in the fringe benefits of the District, with the exception of permanent substitutes who shall be provided at District expense, a term life insurance policy with a face value of \$15,000.
- D. At the sole discretion of the Superintendent of Schools, all permanent substitutes shall be invited to attend with pay all appropriate training and Superintendent Conference Days.

ARTICLE IX – PAY PERIODS

Pay periods will be calculated bi-weekly.

ARTICLE X – EMERGENCY DAYS

In the event that an official school closing takes place due to an emergency or inclement weather on a regularly scheduled workday, permanent substitutes shall receive their normal salary for that day. This provision shall apply even if notice of the school closing is given over the radio.

ARTICLE XI – 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 XII – DURATION

This Agreement shall be effective for a period of five (5) years, commencing July 1, 2011 through June 30, 2016.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed.

Harborfields CSD

Harborfields Association of Permanent
and Per Diem Substitute Teachers
(NYSUT, AFT, AFL-CIO)

Diana Todaro
Diana Todaro
Superintendent of Schools

Lina Careccia
Lina Careccia
Unit President

Date 10-19-2012

Date 10/4/2012

Nicholas P. Giuliano
Nicholas P. Giuliano
President, Board of Education

Date 10/17/2012