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Sayville Ufsd And Sayville Substitute
Teachers Assn

CONTRACTUAL BARGAINING AGREEMENT

between

**SAYVILLE UNION FREE
SCHOOL DISTRICT
TOWN OF ISLIP**

- and -

**SAYVILLE
SUBSTITUTE TEACHERS' ASSOCIATION**

Effective: July 1, 2000 through June 30, 2005

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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AGREEMENT

AGREEMENT made this 12th day of February, 2002 by and between the **SAYVILLE UNION FREE SCHOOL DISTRICT, TOWN OF ISLIP** (hereinafter referred to as the "District") and **SAYVILLE SUBSTITUTE TEACHERS' ASSOCIATION** (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS the parties have negotiated in good faith on terms and conditions of employment for per diem substitute teachers, and

WHEREAS the parties have reached certain understandings which they desire to confirm,

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - RECOGNITION

Pursuant to a certification issued by the New York State Public Employment Relations Board on November 23, 1982, the District recognizes the Association as the exclusive negotiating agent for per diem substitute teachers who have received and responded affirmatively to the letter of reasonable assurance issued by the District.

ARTICLE II - PAYROLL - DUES DEDUCTION - AGENCY FEE

Section 1. The District agrees to deduct Association dues from the salary of each per diem substitute teacher within the unit who submits a duly signed dues authorization card prepared by the Association.

Section 2. The amount of the annual dues deduction shall be as established by the Association. The Association shall notify the District of the amount of annual dues no later than October 30th of each year.

Section 3. The District shall deduct dues in equal amounts in the first twenty (20) days worked in each school year after notification by the Association pursuant to Section 2.

Section 4. Provided and upon the condition that the Association submits duly signed dues authorization cards for a minimum of eighty (80%) percent of the current unit in the 1983-84 school year, effective September 1, 1984, an agency fee shall be deducted from the salaries of nonmembers within the unit in like manner as dues deduction. The Association affirms it will be in compliance with § 208 of the Civil Service Law.

Section 5. The Association 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 of the provisions of this Article. The Association will be liable for the cost of one District lawyer at the standard district rate for agency fee disputes where the District is served. The schedule of attorneys' fees for this purpose shall be submitted to the Sayville Substitute Teachers Association by September 30th of each school year.

Section 6. Substitute per diem teachers shall receive their paychecks two (2) weeks after the close of a two (2)-week work period provided their completed time sheets are in the Business Office by noon of the following Monday.

ARTICLE III - ASSIGNMENTS

Section 1.

a) **Elementary:** When a per diem substitute replaces a full-time elementary teacher, the substitute shall follow the schedule that the absent teacher would have followed that day.

b) **Secondary:** When a per diem substitute replaces a full-time secondary teacher with a full teaching schedule, the substitute will be assigned no more teaching and/or duty periods than a regular full teaching schedule.

Section 2. Any assignment in excess of three and one-half (3-1/2) hours per day shall be considered a full day.

Section 3. A per diem substitute replacing an absent teacher will generally remain in that assignment until the absent teacher returns. If the substitute requests the reasons for a change, the administration shall communicate them.

Section 4. The District will continue to use per diem substitutes holding a teacher's certification when possible.

Section 5. In the event there is a regular teacher position vacant and the District has at least one week's time to fill such vacancy, a notice of the vacancy will be placed in the substitutes' mailbox and given to the President of the Association.

ARTICLE IV - BUILDING INFORMATION

Section 1.

Each school building will have the following information available in its main office for use by per diem substitutes: building floor plan, fire drill procedures, sign-in procedures, school calendar, payroll schedule, copy of this contract.

ARTICLE IV - BUILDING INFORMATION - continued

Section 2. A mailbox is to be provided in each building for use of per diem substitute teachers. Bell schedules, bus duty procedures, procedures for delivering and picking up children from lunchroom, and duty schedules given to regular teachers shall be placed in said mailbox.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1. It is the intent of the parties and this procedure to secure equitable solutions to alleged grievances at the lowest possible administrative level.

a) Any member of this unit shall have the right to discuss and resolve alleged grievances informally with the immediate supervisor without the involvement of the Association.

b) In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling that is binding upon either of the parties to this Agreement in future proceedings.

Section 2. Definitions

a) A grievance shall mean any alleged violation or misinterpretation of this Agreement.

b) The term Chief Executive Officer shall mean the Superintendent of Schools.

c) The term Supervisor shall mean any principal, assistant principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Chief Executive Officer.

d) Aggrieved party shall mean any person or persons who allege a claimed grievance.

ARTICLE V - GRIEVANCE PROCEDURE - continued

Section 3. Basic Principles

a) It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.

b) A per diem substitute teacher shall have the right to be represented at any stage of the procedures by the Association with the consent of the Association.

c) All discussions shall remain confidential during procedural stages of the resolution of a grievance.

Section 4. Time Limits

a) Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

b) No grievance will be entertained as described below, and such grievance will be deemed waived unless the grievance is forwarded at the first available stage within twenty-five (25) calendar days after the aggrieved party knew or reasonably should have known of the act or condition on which the grievance is based.

c) 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.

d) Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative, 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 allotted, had the decision been communicated by the final day.

ARTICLE V - GRIEVANCE PROCEDURE - continued

e) In the event a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year could do irreparable harm to a party in interest or the aggrieved party, every effort will be made to adjust the time limit specified in this grievance procedure so that the grievance may be resolved as soon thereafter as practical.

f) In the event a scheduled school recess of one (1) week or more occurs during the time limits specified herein, such recess shall be counted as one (1) day.

Section 5. Procedures

a) **Stage 1 - Informal Stage** - A per diem substitute teacher having a grievance will discuss it with the supervisor involved with the objective being to resolve the matter informally within the time limits prescribed. The per diem substitute teacher may, if he/she so desires, have the assistance of the Association. The supervisor may, if he/she so desires, have the assistance of the next highest level of supervisory personnel, not including the Chief Executive Officer. If the per diem substitute teacher submits the grievance through a representative, the per diem substitute teacher must be present during the discussion of the grievance.

b) **Filing of Written Grievance**. If the grievance is not resolved informally, it shall be reduced to writing and presented to the immediate supervisor no later than ten (10) calendar days following the informal discussion. Within ten (10) calendar days after the written grievance is presented to him/her, the supervisor shall render a decision thereon in writing and present it to the per diem substitute teacher.

c) **Stage 2 - Appeal to the Chief Executive Officer**. If the aggrieved is not satisfied with the written decision, he/she may file a written appeal of the supervisor's decision to the Chief Executive Officer no later than ten (10) calendar days after the aggrieved has received such written decision.

Within ten (10) calendar days after receipt of the appeal, the Chief Executive Officer or his/her designee shall hold a hearing with the per diem substitute teacher and the representative of the Association and all other designated parties in interest.

ARTICLE V - GRIEVANCE PROCEDURE - continued

The Chief Executive Officer shall render a decision in writing to the per diem substitute teacher and his/her representative within (10) calendar days after the conclusion of the hearing.

d) Stage 3 - Appeal To Board of Education

If the grievant is not satisfied with the written decision of the Chief Executive Officer, he/she may file a written appeal of that decision to the Board of Education no later than ten (10) calendar days after the written decision was received by the aggrieved.

A copy of the written appeal shall be sent by the Board of Education to the Association which, at its option, may join in the appeal.

Within twenty-five (25) calendar days after receipt of the appeal, the Board of Education or its designee(s) shall hold a hearing with the per diem substitute teacher and the representative of the Association and all other designated parties in interest. All parties will be given at least ten (10) calendar days' notice of the time and place of the meeting.

The Board of Education shall render a decision in writing to the per diem substitute teacher and his/her representative within twenty-five (25) calendar days after the conclusion of the hearing.

e) Stage 4 - Advisory Arbitration

1. If the grievant is not satisfied with the disposition of his/her grievance at Stage Three and the Association determines that the grievance is meritorious, it may submit the grievance for advisory arbitration by written notice to the District within fifteen (15) calendar days of receipt of the decision at Stage Three. Advisory arbitration shall be limited solely to grievances involving provisions of this Agreement.

ARTICLE V - GRIEVANCE PROCEDURE – continued

2. Within fifteen (15) calendar days after receipt by the District, the Board or its designee and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or receive a commitment to serve within thirty (30) calendar days, a demand for advisory arbitration shall be submitted to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association.

3. The arbitrator shall confine his/her decision to the application and interpretation of this Agreement. He/she shall be without power to add to, modify or vacate any of the terms of this Agreement or make any decision contrary or inconsistent with the terms of this Agreement or which violates any rule or regulation having the force and effect of law.

4. The costs for the services of the arbitrator, if any, shall be shared equally by the District and the Association.

5. The decision of the arbitrator, made in accordance with his/her authority and jurisdiction under this Agreement, shall be advisory only.

The Board of Education shall render a decision in writing to the per diem substitute teacher and his/her representative within twenty-five (25) calendar days after the receipt of the arbitrator's award.

This decision shall be final and binding on both parties and no redress may be sought in any other forum on the same issue.

ARTICLE VI – COMPENSATION

Section 1. The salary schedule shall be as follows:

	2000-01	2001-02	2002-03	2003-04	2004-05
Step 1	\$80	\$82	\$85	\$87	\$90
Step 2	\$96	\$98	\$100	\$102	\$104
Step 3	\$108	\$111	\$114	\$117	\$120

Section 2. Step Placement

a) A per diem substitute shall move to step 2 on the ninety-sixth (96th) day of continued per diem employment in the Sayville schools and to Step 3 on the one hundred ninety-first day (191st) of continued per diem employment. There can be no more than one step advancement in a school year unless there was no step advancement in the previous year of service.

b) It is the responsibility of the substitute teacher to apply for step advancement when eligible.

c) Placement on a step is permanent as long as the per diem substitute continues employment in Sayville at least twenty (20) days per school year.

Section 3. Long-Term Assignments

a) A per diem substitute replacing an absent teacher for more than ten (10) consecutive school days shall be paid the following amounts additional per day retroactive to the first day in the assignment.

2000-01	2001-02	2002-03	2003-04	2004-05
\$21	\$22	\$23	\$24	\$25

b) A substitute assigned to cover the class of a long term absent teacher for more than sixty (60) consecutive school days shall receive the following amounts in addition to those provided in paragraph a).

2000-01	2001-02	2002-03	2003-04	2004-05
\$16	\$17	\$18	\$19	\$20

Such teacher shall receive one (1) day of leave credit after each thirty (30) days of such service which can be accumulated and carried over into the succeeding term. The per diem substitute must agree to be available for the time needed to cover the assignment.

Section 4. Work Report

A per diem substitute who receives an authorized call to report for work erroneously and who does report to work will receive a full days compensation provided that he/she accepts an assignment offered by the District. If the per diem substitute declines the assignment, he/she shall receive no compensation for that day.

ARTICLE VII - TRAVEL

Per diem substitutes will be compensated for authorized in-district travel among schools at the established District rate.

ARTICLE VIII - IN SERVICE COURSES

Per diem substitutes may participate in in-service courses if space is available at no cost to the District.

ARTICLE IX - CIVIL SERVICE LAW, SECTION 204-a

IN ACCORDANCE WITH ARTICLE XIV OF THE CIVIL SERVICE LAW, SECTION 204-a, IT IS UNDERSTOOD AND 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 X - MISCELLANEOUS

Section 1.

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

Section 2.

This is the total agreement of the parties. Any issue not covered by this Agreement shall be deemed withdrawn.

ARTICLE XI - TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2000 and shall remain in full force and effect until June 30, 2005.

SAYVILLE UNION FREE
SCHOOL DISTRICT
TOWN OF ISLIP

SAYVILLE SUBSTITUTE
TEACHERS' ASSOCIATION

By: /s/ John C. Murphy
Superintendent of Schools

By: /s/April P. Torre
President