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#### **Contract Database Metadata Elements**

Title: **Great Neck Union Free School District and Great Neck Per-Diem Teachers Chapter, Great Neck Teachers Association (2011)**

Employer Name: **Great Neck Union Free School District**

Union: **Great Neck Per-Diem Teachers Chapter, Great Neck Teachers Association**

Local:

Effective Date: **07/01/2011**

Expiration Date: **06/30/2015**

PERB ID Number: **5140**

Unit Size:

Number of Pages: **16**

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## **ARTICLE 1**

### **AMENDMENTS**

This agreement shall constitute the full and complete commitment between the Board and the Association unless amended through the voluntary mutual consent of the parties in a written and signed amendment.

## **ARTICLE 2**

### **ASSIGNMENT OF PER DIEM TEACHERS**

- A. Each per diem teacher receiving a letter of reasonable assurance shall receive at the same time district policies regarding processes used to contact substitutes, rates of compensation, a district map, the school calendar, starting and ending times of schools, and other information for that school year.
- B. A substitute folder shall be developed by each school and distributed to unit members reporting to that school. This folder shall include information such as school's floor plan, fire drill regulations, sign-in procedures, attendance procedures, calling procedures, school discipline procedures, and other such pertinent information.

## **ARTICLE 3**

### **ASSOCIATION RIGHTS**

- A. Access to Board Information

The Board agrees to furnish the Association upon reasonable request such information as Association representatives deem helpful in assisting the Association in developing accurate, informed and constructive proposals. This information will include the preliminary working budget and the Board's proposed budget to the community.

- B. Physical Facilities

1. It is agreed that the Association may have access to per diem teachers' mailboxes and bulletin board spaces where available.
2. It is agreed that the Superintendent of Schools shall monthly send to the Association a list of unit members employed by the Board of Education with new names and addresses.

- C. A copy of all postings for permanent positions shall be mailed to the President of the Association as soon as the posting is available.

Any notices under this agreement to be mailed to the Association President shall be sent in writing to the address provided to the District.

## **ARTICLE 4**

### **BOARD-ADMINISTRATION-ASSOCIATION - RELATIONSHIP AND PROCEDURES**

Unit members are encouraged to provide opportunities for the presentation of controversial issues and views to students and, further, to encourage students to investigate, discuss, and evaluate the ideas and issues presented without fear of penalty, consistent with Board policy and District regulations concerning controversial issues.

Unit members have the same rights to social and/or political activities as other citizens so long as such activities do not interfere with the discharge of professional duties.

Unit members have the right, as employees of the school system as represented by the Association, to negotiate with the Board of Education terms and conditions of service, which affect unit members professionally.

## **ARTICLE 5**

### **COMPENSATION FOR FINANCIAL LOSS**

Each July 1, the Board of Education shall establish a fund of \$500.00 to reimburse unit members in an amount of at least \$20.00 and not to exceed \$100.00 per occurrence for damage, destruction, or theft of personal property of a kind normally worn to or brought into the school building when the unit member has not been negligent and to the extent that such loss is not covered by workers' compensation or other insurance.

The unit member shall supply to the district evidence of the value of the item destroyed, damaged, or stolen and such other evidence as the district might need to process the claim for reimbursement.

## **ARTICLE 6**

### **CONFERENCE ATTENDANCE**

- A. The Board of Education shall make an allowance of \$414 to a fund for conference attendance by members of the Per Diem unit.
- B. Eligibility for such conference attendance shall be based upon a member's having worked an average of 40 days per year over the past three years. In addition, conference attendance shall be subject to the approval of the Assistant Superintendent for Instruction and relevance to the Per Diem's service to the Great Neck Public Schools. Remuneration for expenses shall not exceed one hundred & four dollars (\$104) per day.

## **ARTICLE 7**

### **CONFORMITY TO LAW**

If any provision of this agreement is found to be contrary to law, rulings of the tribunal of competent jurisdiction, or regulations of the Commissioner of Education, then such provision shall be deemed invalid, but all other provisions of this agreement shall continue in full force and effect.

## **ARTICLE 8**

### **DEFINITIONS**

As used herein, the following terms shall have these meanings:

"Board" means the Board of Education of the Great Neck Union Free School District, Town of North Hempstead, Nassau County, the Employer herein.

"Per Diem Teacher" means a substitute for teaching faculty who has been employed on a day-to-day basis.

## **ARTICLE 9**

### **DUES DEDUCTION**

The Board agrees to deduct from the salaries of unit members dues for the Chapter and its State and National affiliates as said unit members individually and voluntarily authorized such deduction, provided that unit members currently assigned by the Board submit dues authorization forms no later than November 1 of the school year in which deductions are to be made.

The Chapter shall certify to the Board in writing the current rate of its membership dues. Should the Chapter change the rate of its membership dues, it shall give the Board thirty days notice prior to the effective date of the change.

The Board shall, following each pay period from which dues deduction is made, transmit the amount so deducted to the Treasurer of the Chapter. Each transmittal shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each.

## **ARTICLE 10**

### **DURATION OF AGREEMENT**

This agreement shall be binding and in full force effective July 1, 2011 extending through June 30, 2015, except as otherwise indicated and shall be automatically renewable for successive one-year periods unless either the Board of the Chapter notifies the other party in writing no later than February 1 of its desire to reopen negotiations on one or more matters covered by the Agreement.

All proposals by the Chapter shall be submitted to the Superintendent of Schools no later than March 1 of the year in which the agreement will expire.

The Board shall submit all its proposals to the Association no later than March 21 of the year in which the agreement will expire.

## **ARTICLE 11**

### **EVALUATION OF PER DIEM TEACHERS**

When an observation and/or evaluation by an administrator, supervisor or department chairperson of a unit member occurs, a copy of the observation/evaluation will be given and/or mailed to the unit member within five (5) days. The unit member may attach a response.

A copy of each observation and/or evaluation, with the unit member's response, if any, shall be placed in the District's permanent record file. A unit member shall have access to his/her file upon reasonable notice and will be provided a copy of any document in such file upon reasonable notice.

A unit member's official personnel file shall contain materials such as, but not limited to:

1. Application
2. Official statement of courses taken and degrees granted
3. Certificate
4. Military discharge papers (if any) and pertinent correspondence
5. Requests for salary reclassification
6. Requests for transfer or promotion
7. Recommendations from previous employers
8. Commendations
9. Communications relating to service with professional organizations
10. Reports of disciplinary action taken
11. Material documented as accurate and as being relevant to the performance of the unit member's duties. The accuracy and relevance of the material shall be subject to the grievance procedure.

## **ARTICLE 12**

### **EXTRA-CURRICULAR ACTIVITIES**

In the event a vacancy occurs in an extra-curricular activity position for which no faculty member is available, qualified or appointed, unit members may apply for the position.

## **ARTICLE 13**

### **EXTRA-CURRICULAR COMPENSATION**

- A. If a Per Diem is asked to chaperone and/or supervise any extracurricular activity, he/she shall be compensated at the rate of \$14.00 per hour for the duration of this contract.
- B. Effective September 1, 2009, if a Per Diem is asked to chaperone and/or supervise over-night trips on days school is normally in session, compensation shall be \$101 per night plus authorized expenses.
- C. Effective September 1, 2009, if a Per Diem is asked to chaperone and/or supervise overnight trips on days school is not normally in session, compensation shall be at the regular Per Diem rate of compensation plus \$77.00 plus authorized expenses.

## **ARTICLE 14**

### **GRIEVANCE PROCEDURES**

#### **A. Declaration of Purpose**

In order to provide the best possible educational climate and program for the Great Neck Public Schools, and to establish harmonious and effective relationships among those working toward this goal, these grievance procedures have been established consistent with law and with this agreement to resolve satisfactorily group or individual differences which would tend to unsettle or undermine the effective functioning of the school system. These procedures are based on sound, comprehensive and generally available personnel practices. It is their purpose to secure under this contract, at the lowest possible administrative level, equitable solutions to grievances of unit members through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education and the unit members are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

#### **B. Definitions**

1. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of existing laws, Board policies, rules, procedures, regulations, administrative orders or rules governing conditions of professional service to the extent provided by law; or of the provisions of this Agreement.
2. "Unit Member" shall mean any member of the unit represented by the Chapter and covered by the Agreement.
3. "Supervisor" shall mean any principal, assistant principal, immediate superior, or other administrative or supervisor officer responsible for the area in which an alleged grievance arises, except for the Superintendent of Schools.
4. "Association" for purposes of this article, shall mean the Great Neck Per Diem Teachers Chapter of the Great Neck Teachers Association.
5. "Aggrieved Party" shall mean any person or group of persons in the negotiating unit filing a grievance.
6. "Party in Interest" shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.

7. "Grievance Committee" is the committee created and constituted by the Association and composed of those members of the Association certified in writing to the Board of Education by the Association as Committee members.
8. "Hearing Officer" shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

C. Procedures

1. All written grievances shall include the name and position of the aggrieved party, the identity of the specific article and section, policy or procedure which is alleged to have been violated, the time when the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
2. Except for informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the grievant and the Association.
3. A grievance which affects unit members and which is based on an action of central office administrator or the Board of Education may be submitted by the Association or the teacher directly to Stage 2.
4. The preparation and processing of grievances shall be conducted so as to avoid interruption of classroom activity, except in emergency situations, and to avoid involvement of students in any phase of the grievance procedure.
5. The Board of Education and the Association agree to make available expeditiously any and all material, relevant documents, communications and records concerning the alleged grievance at the instance of the party requesting same.
6. In any grievance appealed to Stage 2 or above, any party in interest shall have the right to confront and cross examine all adverse witnesses, to testify and call witnesses on his/her behalf, and to be furnished with a copy of any minutes of the proceedings.
7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the Grievance Committee or any witness by reason of such grievance or lawful participation therein in accordance with this procedure.



8. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Board and the Association. The Superintendent shall then have them reproduced and distributed to the Association for its members so as to facilitate operation of the grievance procedure.
9. All documents, communications, and records dealing with the processing of a grievance as specified in paragraph 12 below shall be filed separately from the personnel files of the participants.
10. Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, laws or Board policies and that the Association has been given an opportunity to be present at such adjustment and to state its views, except as otherwise provided in Paragraph 5.E (1) and E (2) below.
11. If any provision of this grievance procedure or any application thereof to any unit member or group of unit members in the negotiating unit shall be finally determined by any court to be 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 will continue in full force and effect.
12. The Superintendent of Schools shall be responsible for accumulating and maintaining an official Grievance record at all levels other than Stage 1A and all written decisions at all stages.
13. The Official Grievance record shall be available at reasonable times for inspection and/or copying by the aggrieved party, the Grievance Committee and the Board and shall not be deemed a public record.
14. To permit the more efficient and effective operation of this grievance procedure, the Board will supply annually to the Association a list of the grievances processed.
15. Cost of personnel and record keeping will be borne by the Board of Education except as otherwise provided in the agreement.

#### D. Time Limit

1. 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.
2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless a written grievance is forwarded at the first available stage within forty (40) school days after the unit member knew or should have known of the act or condition on which the grievance is based.
3. 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.
4. 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 allotted had the decision been communicated by the final day.
5. In the event a grievance is filed on or after June 1, the time limits specified in the Agreement may be adjusted as the result of consultations involving the aggrieved party, the Association's Grievance Committee (if requested by the aggrieved party) and any other party named in the grievance. The objective shall be to process the grievance prior to the end of the school year or as soon thereafter as possible.

#### E. Stage 1: Supervisor

1. A unit member having a grievance will discuss it with his/her supervisor, either directly or through a representative, with the objective of resolving the matter informally. If the unit member submits the grievance through a representative, the unit member may be present during the discussion of the grievance.
2. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five school days, except in emergencies requiring the absence of the supervisor from his/her office, after the written grievance is presented to him/her, the supervisor shall render a decision thereon, in writing, and present it to the unit member, his/her representative and the Association.

F. Stage 2: Superintendent of Schools

1. If the unit member initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the unit member or the Association's Grievance Committee on his/her behalf, shall file a written appeal of the decision at Stage 1 with the Superintendent of Schools within 15 days after the unit member has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
2. Within 15 school days after receipt of the appeal, the Superintendent of Schools, or his/her duly authorized representative, shall hold a hearing with the grievant and the Grievance Committee or its representative and all other parties in interest, except in emergency situations or professional commitment.
3. The Superintendent of Schools shall render a decision in writing to the grievant and the Grievance Committee or its representative within 10 school days after the conclusion of the hearing.

G. Stage 3: Board of Education

1. If the unit member or the Association are not satisfied with the decision at Stage 2, the unit member or the Grievance Committee will file an appeal in writing with the Board of Education within 15 school days after receiving the decision, at Stage 2. The official grievance record maintained by the Superintendent of Schools shall be available for the use of the Board of Education.
2. Within 10 school days after receipt of an appeal, the Board of Education may hold a hearing on the grievance. Any hearing shall be conducted in executive session.
3. When the Board holds a hearing, the Board shall within 10 school days, except in emergency situations, after the conclusion of the hearing, render a decision, in writing, on the grievance. At least three Board members shall attend each Board hearing.
4. No provision in Stage 3 (Board of Education) is to be interpreted to stop either party to the grievance, under limitations of the law, from appealing to the Commissioner of Education, the Civil Service Commissioner, or the courts.

## **ARTICLE 15**

### **IN-SERVICE PROGRAM**

- A. Unit members shall be eligible to participate in the District Inservice program on a space available basis.
- B. The Per Diem Chapter shall be entitled to one representative on the Inservice Institute Committee; such representative shall serve without compensation.

## **ARTICLE 16 (Eliminated)**

## **ARTICLE 17**

### **LABOR-MANAGEMENT MEETING**

Every two months or on written request by either the Association or the Superintendent, the Association and the Superintendent shall have a labor-management meeting.

## **ARTICLE 18**

### **MEETINGS - ADMINISTRATION - PER DIEM TEACHER**

- A. A unit member seeking a conference with an administrator or an administrator seeking a conference with a unit member will indicate in advance the subject to be discussed.
- B. The unit member shall have the right to invite another person to attend the conference and a time shall be arranged within five (5) school days.
- C. In emergency circumstances, the administrator may call the unit member to a conference on the matter immediately, provided that the President of the Association or designated representative is notified in reasonable time to enable an appropriate representative to attend the conference.
- D. The administration shall make appropriate arrangement for the attendance of the representative requested by the unit member pursuant to this article at no cost.
- E. If unit member initiates a conference, it shall be at no cost to the District.

**ARTICLE 19**

**MILEAGE**

Unit members shall be compensated at the usual district rate for use of their automobiles on district business or for travel from one district work area to another work area assigned during one day.

**ARTICLE 20**

**RECOGNITION**

An employee negotiating unit as such term in employed in Article 14 of the Civil Service Law, consisting of all substitute teachers who have received a reasonable assurance of continuing employment in accordance with subdivision 10 of Section 590 of the Labor Law, which is sufficient to disqualify such substitute teachers from receiving Unemployment Insurance benefits, is hereby established, and shall be known as the Substitute Teacher Unit.

**ARTICLE 21**

A. SALARY SCHEDULE FOR UNIT MEMBERS

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
Hired after 7/1/99	1-50 Days	51-150 Days	151+ Days
Hired before 7/1/99		1-100 Days	101+ Days
<hr/>			
<b>School Year</b>			
2011-2012	\$132	\$142	\$156
2012-2013	134	144	158
2013-2014	135	145	159
2014-2015	137	147	161

Retired teachers and excess teachers of the Great Neck Public Schools shall be considered to have more than 150 days of Great Neck Per Diem Service for purposes of salary.

- B. Within 60 days of qualifying for a salary reclassification the unit member shall provide the payroll office with his/her payroll check stubs and/or a list of each day he/she was employed by the District. This information shall be verified by the payroll Office to determine salary step advancement. In any event retroactive pay shall not exceed 60 school days.
- C. If a unit member is called to substitute for a school nurse, he/she shall be paid according to this salary schedule.

- D. If during any year of this agreement, any school district ranked 3 through 10 in category 3 of Appendix B schedule establishes a per diem rate, which is greater than the then prevailing per diem rate for category 3 in Great Neck, the category 3 rate in Great Neck shall be increased to the greater amount, effective July 1 of the school year in which the greater amount first became effective.

## **ARTICLE 22**

### **STATUS OF AGREEMENT**

This agreement shall supersede any Board policies and bylaws or administrative procedures and regulations, which are contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.

## **ARTICLE 23**

### **WORKING CONDITIONS**

- A. Unit members shall assume the same duties that the teacher being replaced is normally assigned, including the administrative duties, but not extra compensated activities.
- B. In the secondary schools, a unit member who is called to replace a teacher who has less than 6 periods of assignment including 1 administrative duty, may be assigned up to 5 teaching periods and 1 administrative assignment.
- C. The secondary unit member shall have a duty free lunch period and a professional preparation period. In an emergency situation, explained to the individual unit member involved, the building principal may assign a unit member to additional administrative duties.
- D. In the event that an emergency should occur and a Per Diem is asked to teach a sixth period at the secondary level or, at the elementary level if a Per Diem teacher loses a normally assigned prep period, the Per Diem shall be compensated for the additional teaching responsibility at the Per Diem's hourly rate.

**Appendix A**

**Great Neck Per Diem Teachers Association Chapter**

**of the**

**Great Neck Teachers Association**

**Payroll Deduction Authorization**

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Last Name                  First Name                  Middle Name

\_\_\_\_\_  
Home Address                                  Date

To: Board of Education of Great Neck Union Free School District  
(Great Neck Public Schools)

Pursuant to Chapter 392, Laws of 1967, I hereby designate the Great Neck Teachers Association, Inc. as my representative for the purpose of collective negotiations and hereby request and authorize you, according to agreements agreed upon with such Association, to deduct from my salary and transmit to the Association indicated below the dues as certified by the Association. In the case of termination of employment, the Board of Education shall deduct the remainder of the annual said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all of its officers from any liability therefor. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

( ) Deduct dues for unified membership in the Great Neck Per Diem Teacher Chapter of the Great Neck Teachers Association.

Signature:\_\_\_\_\_

Date:\_\_\_\_\_

## **NOTICE**

### **Requirement of the Amended Taylor Law, Section 204-a**

"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."

Barbara Berkowitz, President  
Great Neck Board of Education

Roslyn Dichelle Talbot, President  
Great Neck Per Diem Teachers of the  
Great Neck Teachers Association



**AGREEMENT**

**BETWEEN THE**

**GREAT NECK BOARD OF EDUCATION**

**AND THE**

**PER DIEM CHAPTER**

**GREAT NECK TEACHERS ASSOCIATION**

**2011 - 2015**