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Harborfields Central School District
Of Greenlawn And Harborfields Assn
Substitute Teachers

AGREEMENT

Between the

HARBORFIELDS CENTRAL SCHOOL DISTRICT

OF GREENLAWN, NEW YORK

and the

HARBORFIELDS ASSOCIATION OF PERMANENT
AND PER DIEM SUBSTITUTE TEACHERS

(NYSUT, AFT, AFL-CIO)

July 1, 2002 - June 30, 2006

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I. - THE AGREEMENT	1
ARTICLE II. - RECOGNITION	1
ARTICLE III. - DUES DEDUCTIONS AND AGENCY FEE PAYMENTS	1
ARTICLE IV. - UNION RIGHTS	4
ARTICLE V. - NEGOTIATIONS	4
ARTICLE VI. - GRIEVANCE PROCEDURE	5
ARTICLE VII. - CONDITIONS OF PROFESSIONAL PRACTICE	6
ARTICLE VIII. - SALARIES	7
ARTICLE IX. - PAY PERIODS	8
ARTICLE X. - TAYLOR LAW NOTICE	9
ARTICLE XI. - DURATION	9

3/17/03

AGREEMENT made and entered into this 6th day of November, 2002, by and between the 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

3/17/03

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

3/17/03

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 (\$1.00) Dollar per day nor more than Seventy (\$70.00) Dollars per year.

3. The District shall deduct such fee in the same manner than 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 School District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of

3/17/03

action taken or not taken by the School District for the purpose of complying with any provision of this.

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.

3/17/03

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.

3/17/03

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

3/17/03

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 preemployment 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, 2002, the salary for permanent and per diem substitutes shall be Ninety (\$90.00) Dollars per day. Effective September 1, 2003, the salary for permanent and per diem substitutes shall be Ninety-Three (\$93.00) Dollars per day. Effective September 1, 2004, the salary for permanent and per diem substitutes shall be Ninety-Six (\$96.00) Dollars per day. Effective September 1, 2005, the salary for permanent and per diem substitutes shall be One Hundred (\$100.00) Dollars per day.

3/17/03

B. Special Circumstances: If the substitute teacher's service is in the same assignment and the consecutive days in that assignment are:

1. more than fifteen (15) but less than thirty (30) consecutive days, the teacher will be paid One Hundred Ten (\$110.00) Dollars per day starting on the sixteenth (16th) day;

2. more than thirty (30) but less than forty-five (45) consecutive days, the teacher will be paid one two hundredth (1/200th) of the BA Step 1 of the teachers' salary schedule starting on the thirty-first (31st) day of the assignment.

3. more than forty-five (45) consecutive days, the teacher will be paid one two hundredth (1/200) of BA Step 1 of the teachers' salary schedule starting on day one (1) of the assignment.

C. Substitute teachers will not participate in the fringe benefits of the School 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.

3/17/03

ARTICLE X. - 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 XI. - DURATION

This Agreement shall be effective for a period of four (4) years, commencing July 1, 2002 through June 30, 2006.

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

HARBORFIELDS CENTRAL SCHOOL
DISTRICT OF GREENLAWN
GREENLAWN, NEW YORK

Rge A McChat

HARBORFIELDS ASSOCIATION
OF PERMANENT AND PER
DIEM SUBSTITUTE TEACHERS
(NYSUT, AFT, AFL-CIO)

Susan Zanni