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**Contract Database Metadata Elements**

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7/1/06

AGREEMENT

Between

PLAINVIEW-OLD BETHPAGE  
CENTRAL SCHOOL DISTRICT

Plainview, New York

And

SUBSTITUTE UNIT OF  
PLAINVIEW-OLD BETHPAGE  
CONGRESS OF TEACHERS

Plainview, New York

July 1, 2006 – June 30, 2009

**RECEIVED**

DEC 18 2007

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RELATIONS BOARD**

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Superintendent of Schools

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## **SUBSTITUTE UNIT PLAINVIEW-OLD BETHPAGE CONGRESS OF TEACHERS**

Negotiating Committee

Morton Rosenfeld, Chief Negotiator  
Judith Alexanderson, Assistant Chief Negotiator  
Eileen Vein

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## **ARTICLE I**

### **RECOGNITION**

The Board of Education recognizes the Substitute Unit of the Plainview-Old Bethpage Congress of Teachers as the sole bargaining agent during the period of implementation of this Agreement for all per diem substitute teachers. Nothing in this section shall preclude presentation of views in writing by any individual substitute teacher or groups of teachers. The Board may, at its option, meet with said individual or groups.

## **ARTICLE II**

### **FAIR PRACTICES**

The Union agrees to maintain its eligibility to represent all per diem substitute teachers by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all employees without regard to membership or participation in, or association with the activities of any employee organization.

The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status or membership or participation in, or association with the activities of any employee organization.

In an effort to insure that the students and personnel of the District enjoy the benefits to be derived from the rich and varied cultural backgrounds and experiences of a diversified staff, the District shall encourage the hiring of minority peoples by:

- (a) Advertising openings through usual medial to make minorities aware of openings in the District, and,
- (b) Encouraging members of minority groups to apply for said openings.

### **ARTICLE III**

#### **DUES CHECK OFF**

At the written request of a substitute teacher, the District shall deduct from earned wages dues payments to the Substitute Unit of the Plainview-Old Bethpage Congress of Teachers, a maximum of

26 installments. Such dues deduction authorization shall remain in effect as long as the substitute teacher is employed by the school district unless cancelled in writing by the substitute teacher no later than June 1<sup>st</sup>. All dues check off deductions shall be deposited by the next payroll in the bank account of the Plainview Congress of Teachers.

## **ARTICLE IV**

### **AGENCY SHOP**

The District shall notify all per diem substitutes that those employees who are not members of the Union shall have deducted from their salary an agency shop fee.

Every employee appointed after the effective date of this provision who does not join the Union at the time of appointment shall have an agency shop fee deducted. If the employee joins the Union, such agency shop fee deduction shall be discontinued on the same date the dues check-off authorization takes effect. The Union shall be obligated to immediately provide the District with the name of any employee in connection with whom such agency fee deduction should be discontinued.



An employee who terminates Union membership shall have deducted from his/her salary an agency shop fee. Such agency shop fee shall be effective on the same day as the revocation of authorization for dues deduction takes effect.

The agency shop fee for each employee covered by this Agreement shall be deducted from the employee's regular paycheck only and shall be in an amount equal to the periodic dues levied by the Union for employees in the affected titles as currently checked off by the School District, and, except as referred to in this Article, shall be deducted in accordance with the same rules and procedures currently employed by the District in connection with the authorized dues deduction. The Union shall certify to the School District the appropriate amount or rate for the agency shop fee deducted.

The District shall transmit, no later than the first working day of the second month following the month in which the agency shop fee has been collected, the total of such agency shop fee deductions collected at the same rates as are provided for the check-off of membership dues.

Changes in the amount of any agency shop fee deduction shall be effective at the same time as is the practice with changes in membership dues deductions. Requests for changes in the rate of dues

deductions shall be deemed to be a request for a change in the agency shop fee.

Union receipt by the School District of the notice of change in the amount of the agency shop fee deductions, employees having the agency shop fee deducted shall be notified, in writing, by the payroll office of the change in the amount to be deducted periodically and the date on which such new deduction will begin. A copy of this notice shall be sent to the union.

The Union shall refund to the employees any agency shop fees wrongfully deducted and transmitted to the Union.

No assessments of any kind or nature will be collected through the agency shop fee deduction.

The District shall not be liable in the operation of the agency shop fee deductions for any mistake or error of judgment or any other act of omission or commission, and the Union agrees for itself, its successors and assigns to at all times indemnify the District and/or the Board of Education against any and all claims, suits, actions, costs, charges and expenses including court costs and attorneys' fees, and against all liability and losses and damages of any nature whatsoever that the District and/or the Board of Education shall or may at any time sustain or be put to the reason of

the inclusion of the above Agency Shop Fee Article in the collective bargaining agreement between the Union and the District.

The Union affirms that the NEA/NY and the PCT Substitute unit have established and are each maintaining a procedure which provides for the refund, to any employee demanding the same, of any part of any agency shop fee which represents the employee's pro rata share of expenditures by the Union in aid of activities or causes of a political or ideological nature only incidentally related to terms and condition of employment. It is expressly agreed that in the event such procedure is disestablished by any of the above-referred to organizations, then this Article insofar as it relates to agency shop fee deduction, shall be null and void.

In the event that any provision of this Article is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Article.

## **ARTICLE V**

### **CONDITIONS OF EMPLOYMENT**

1. All Substitute teachers will be provided with a copy of the handbook in existence for the building to which they are assigned.

2. Substitutes will have available to them a map of the building of their assignment. Additionally, they will be provided with keys to faculty rest rooms and lounges.

3. Full-time substitutes providing service at the elementary level shall receive a 45-minute duty-free lunch period each day. Any time available during the substitute's lunch period beyond 45 minutes may be used for lunchroom or playground supervision on a routine basis as necessary. Full-time substitutes providing service at the secondary level shall have a full period duty-free lunch each day. It is recognized that emergency situations may require temporary modifications.

4. The Board of Education shall inform the Plainview Congress of Teachers Substitute Unit of all teaching vacancies for which members of the unit may qualify.

5. Each per diem substitute shall have the right, upon request, to review the contents of his/her own personnel file emanating from this school district as maintained by the Superintendent, Principal, Department Chairperson, Supervisor or Director.

6. Substitutes shall be permitted to participate in the District's flu shot program.

7. Substitutes shall be provided with copies of any written observations and/or evaluations which the District elects to make of his/her performance.
  
8. Each building shall have a single mailbox specifically designed for distributions to substitute teachers.
  
9. Each June, the District Personnel Office shall provide the Substitute Unit of the PCT with a list of those substitutes who have been sent letters of reasonable assurance that they will be called upon to provide substitute service for the forthcoming academic year. Additionally, the District Personnel Office shall inform the Substitute Unit of the PCT of any additions or deletions to this list as they are made.
  
10. In the event that a substitute teacher is called to provide service and accepts an assignment, that substitute teacher will be guaranteed his/her appropriate full day rate of pay in exchange for a day's work, provided that he/she reports for the accepted assignment and agrees to the assignment offered.

## ARTICLE VI

### SALARY AND BENEFITS

1. Per diem substitute teachers shall be paid pursuant to the following schedule:

#### **2006-07**

<u>Step</u>	<u>Date of Service</u>	<u>Rate Per Day</u>
1	0-99	\$128.58
2	100-200	\$134.64
3	200-299	\$140.71
4	300 Plus	\$146.78

#### **2007-08**

<u>Step</u>	<u>Date of Service</u>	<u>Rate Per Day</u>
1	0-99	\$129.58
2	100-200	\$135.64
3	201-299	\$141.71
4	300 Plus	\$147.78

**2008-09**

<u>Step</u>	<u>Date of Service</u>	<u>Rate Per Day</u>
1	0-99	\$130.58
2	100-200	\$136.64
3	201-299	\$142.71
4	300 Plus	\$148.78

2. Full-time teachers who have retired from teaching service in the Plainview-Old Bethpage Central School District and the New York State Teachers' Retirement System who provide substitute teaching service shall be paid pursuant to the following:

a) For substitute teachers in this category who retired effective on or before June 30, 1989 and whose names appear on the approved substitute list as of November 20, 1989, payment shall be at Step 4 of the salary schedule irrespective of the total number of days previously served as substitute teachers.

b) For substitute teachers in this category who retire effective June 30, 1990 and thereafter:

1. Payment shall commence at Step 2 of the salary schedule.

2. Advancement to Steps 3 and 4 shall be authorized after 75 days of service at each of Steps 2 and 3 respectively.

3. Notwithstanding subparagraphs (b) (1) and (b) (2) hereof, payment shall be at Step 4 provided:

a) the substitute has provided at least 3 years of satisfactory service while working as a full-time teacher for the District in the subject/ certification area in which the substitute service will be performed;

b) the substitute was certified in the subject in which substitute service will be performed at the time of said full-time services.

c) the substitute is currently certified in the subject in which the substitute service will be performed;

d) the substitute obtained tenure if eligible, in the subject/ certification area within which the



substitute service being performed falls;

e) for the purpose of this paragraph, K-6 certification shall be considered to be one (1) subject area.

f) on those days during which substitutes are performing service in subject/certification areas for which they are not qualified for payment at Step 4, payment shall be pursuant to subparagraphs (b) (1) and (b) (2).

3. Half-day substitute teachers shall be paid pursuant to the following schedule:

2006-07	-	62% of full pay
2007-08	-	58% of full pay
2008-09	-	54 % of full pay

Notwithstanding the expiration of this contract, effective June 30, 2009, the parties agree that effective September 1, 2009 and thereafter, the rate for half day substitute teachers shall be half the daily rate.

4. Substitute teachers assigned to two half-day assignments on the same day shall receive twice the half-day rate of pay. This provision shall be limited to those substitute teachers who are assigned to two

buildings and whose work day extends beyond seven (7) hours by reason of differing starting and ending times at the buildings to which they are assigned.

5. (a) Per diem substitute teachers teaching more than twenty consecutive school days in the same assignment shall be paid, beginning with the twenty-first (21<sup>st</sup>) day of continuous and consecutive service, the per diem rate of pay of 1/200<sup>th</sup> of Step 1 of the BA or MA column of the teachers' salary schedule, whichever is appropriate, with such per diem pay retroactive to the first day of such continuous service in the same assignment. Beginning with the 61<sup>st</sup> day of continuous and consecutive service, the per diem rate of pay will be 1/200<sup>th</sup> of the appropriate step, to a maximum of Step 5 of the BA or MA schedule, whichever is applicable with such per diem pay to be retroactive to the first day of such continuous service in the same assignment. Beginning with the 91<sup>st</sup> day of continuous and consecutive service per diem substitute teachers will be paid at the annual rate of his/her appropriate salary step and lane to a maximum of Step 5, for long term continuous per diem substitute teaching service in the same assignment. (Sick Leave Entitlement: one (1) day per calendar month beginning with the 91<sup>st</sup> day of assignment as herein described to a maximum of five (5) days non-cumulative.)

(b) For the purpose of computing the number of consecutive days of service pursuant to this provision, one unpaid absence by the substitute teacher shall not be considered a break in service.

6. All per diem substitutes, at the time of initial employment, will receive a notice from the District informing them of their eligibility to join the New York State Teachers' Retirement System.

7. Per diem substitutes shall be entitled to participate in the District's health insurance program at the group rate. Said rate to be paid entirely by substitute. Only those substitutes who appear on the District's current list of authorized substitute teachers shall be entitled to participate in the District's health insurance program pursuant to this paragraph.

8. Members of the unit shall be permitted to participate in the PCT Welfare Fund at their own cost and expense.

9. Effective November 1, 1994 and thereafter, the Plainview-Old Bethpage Central School District agrees to implement a Flex Benefits Plan, hereafter referred to as "Plan", in accordance with Section 125 of the Internal Revenue Service Code and Regulations. All members of the bargaining unit who make application are eligible to participate in the plan. Participants in the Plan may pay for health

and health-related expenses, by way of “pre-tax” payroll deductions. These expenses may include health insurance premiums, medial bills, dental bills, certain dependent care costs, and other expenses as defined and approved by Internal Revenue Service guidelines and regulations. Any savings realized by the District, including but not limited to reduced FICA payments, shall remain District property.

## **ARTICLE VII**

### **1. GRIEVANCE PROCEDURE**

A grievance shall mean a complaint by an employee or group of employees, in the bargaining unit or by the Union: (1) that there has been as to him/her or to them a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement, hereinafter referred to as “contract Grievances” or, (2) that he/she or they have been treated unfairly or inequitably by reason of any act or condition which is contrary to written policies of the Board of Education, or, (3) that he/she or they have been inequitably treated contrary to established practice affecting working conditions. However, the term “grievance” shall not apply to any matter as to which: (1) a method of review is prescribed by law, or by any rule or regulation of the State Commissioner having the force and effect

of law, or by any by-law of the Board of Education or, (2) the Board of Education is without authority to act.

## 2. INITIATION OF A GRIEVANCE

Every effort should be made to prevent and resolve differences on an informal basis before formal procedures are invoked. Formal grievances must originate in a written complaint stating the facts constituting the grievance and the nature of the grievance by an individual, or group of individuals or the Union, claiming that there is for him/her or them a specific grievance as defined above.

## 3. PROCEDURES IN HANDLING A GRIEVANCE

An individual or group of individuals claiming a grievance may pursue this grievance through as many of the following steps as they wish except that if an appeal is carried to Level 3, there must be Level 4 action and except that contract grievances cannot be carried to Level 4.

- (a) Level I – a hearing before and determination by the chief supervisor of the instructional unit- generally the principal of the building and/or his/her representative.
  - 1) The principal and/or his/her representative will arrange a hearing

within three (3) school days of receipt of written grievance.

2) The principal and/or his/her representative will render a written decision within three (3) school days after the hearing is concluded.

3) The aggrieved may, within five (5) school days, appeal in writing the decision rendered by the Principal and/or his/her representative.

(b) Level 2 – a hearing of and determination by the Superintendent of Schools and/or his designated agent.

1) The Superintendent or his designated agent shall arrange for a hearing within five (5) school days after receipt of an appeal from Level 1.

2) The Superintendent or his designated agent will render a written decision within five (5) days after the hearing is concluded.

3) The aggrieved may within fifteen (15) school days after receipt of the Superintendent's decision

submit to Final and Binding Arbitration all unresolved “Contract Grievances.”

4) The aggrieved may within five (5) school days after receipt of the Superintendent’s decision submit to advisory arbitration all unresolved grievances other than “Contract Grievances.”

(c) Level 3

1) “Contract Grievances” submitted to Final and Binding Arbitration shall be submitted to the A.A.A. in accordance with the Rules and Procedures of the A.A.A. for Labor Arbitration and the award of the arbitration shall be final and binding. The award shall be submitted within thirty (30) days after the hearing has concluded to grievant, PCT Substitute Unit and the Board of Education.

2) All grievances other than “Contract Grievances” submitted to advisory arbitration shall be submitted to the A.A.A. in accordance with the Rules and

Procedures of the Labor Arbitration and the award shall be advisory. The award shall be submitted within thirty (30) days after the hearing has concluded, to the grievant, PCT Substitute Unit and the Board of Education.

(d) Level 4 – action by the Board of Education – Advisory Arbitration Grievance.

The Board of Education will, within ten (10) school days after receipt of the advisory recommendation, render its decision in writing.

In these hearings, the aggrieved party or parties may appear alone, may be accompanied by any representative they select to assist, or may call upon a representative of the PCT Substitute Unit to attend with them and assist. The PCT Substitute Unit shall be advised at each level of the nature of the grievance, time and place of the hearing, and may, if it wishes, be represented at each hearing and submit a statement on its interest in the proceedings.



#### 4. SHARING COST OF ARBITRATION

In those instances where a grievance is brought to arbitration, the Board of Education and the aggrieved party shall share the expenses equally.

#### 5. INTENT TO ADHERE TO GUIDELINES DEVELOPED IN HEARING

Both the Board of Education and the PCT Substitute unit agrees to respect and advise all interested parties to follow the guidelines established in the hearings, and not to continue to create or bring further cases on matters clearly established.

#### 6. IMPLEMENTATION

No claim shall be heard under this procedure unless a written notice of claim setting forth the facts constituting the grievance is served upon the principal of the school in which the grievant is employed no later than ninety (90) days after the occurrence of the event or events constituting the grievance.

### **ARTICLE VIII**

#### CONFORMITY TO LAW – SAVING CLAUSE

If any provision of this contract be contrary to law, then such provision shall be deemed invalid, but the

balance of the contract shall remain valid and in full force and effect, and the parties shall meet immediately to agree on substitute provisions for the purpose of insuring that the members of the bargaining unit suffer no loss of salary or benefits without providing equal substitute monetary compensation or benefits.

Similarly, if any provision of this contract be declared contrary to law, the parties shall meet immediately to agree on substitute provisions, the cost of which to the district shall be no greater than the cost would have been had the original provision not been declared contrary to law.

In the event that any provision of this Agreement is or shall be declared contrary to law, all other provisions of this Agreement shall continue in effect.

## **ARTICLE IX**

### **LEGISLATIVE ACTION**

It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

## **ARTICLE X**

### **NO STRIKE PLEDGE**

The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by the employees covered by this Agreement, nor any instigation thereof.

## **ARTICLE XI**

### **DURATION OF AGREEMENT**


This agreement shall be effective as of July 1, 2006, and shall continue in full force and effect through June 30, 2009.

All existing agreements not superseded or amended by this agreement shall remain in effect. If any existing agreement or policy is inconsistent with the terms of this agreement, the terms of the agreement shall control.

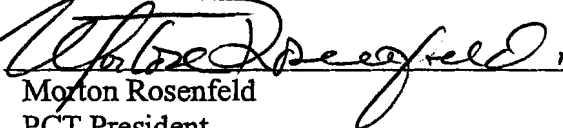
AGREEMENT MADE AND ENTERED INTO  
THIS 6th DAY OF September, 2005.

Between PLAINVIEW-OLD BETHPAGE  
CENTRAL SCHOOL DISTRICT, PLAINVIEW,  
NEW YORK and the PLAINVIEW-OLD  
BETHPAGE CONGRESS OF TEACHERS,  
SUBSTITUTE UNIT.

By: \_\_\_\_\_

  
Dr. Martin G. Brooks  
Superintendent of Schools

By: \_\_\_\_\_

  
Morton Rosenfeld  
PCT President

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

4/18/05

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