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TSUB / 6521

# **AGREEMENT**

**Between the**

**CITY SCHOOL DISTRICT OF WHITE PLAINS, NEW YORK**

**and the**

**WHITE PLAINS SUBSTITUTE TEACHERS' ASSOCIATION**

**July 1, 2005 - June 30, 2009**

**RECEIVED  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**FEB 23 2010**

**ADMINISTRATION**

*Approximately 300 Employees*

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## **PREAMBLE**

This Agreement is made and entered on \_\_\_\_\_, by and between the Board of Education of the City of White Plains (hereinafter called the "Board") and the White Plains Substitute Teachers Association (hereinafter called the "Association") pursuant to Article 14 of the Civil Service Law.

## **ARTICLE I**

### **RECOGNITION**

- A. The Board recognizes the Association as the exclusive representative of all per diem substitute teachers who in the immediate preceding school year received the reasonable assurance of continuing employment referred to in Civil Service Law S 201.7(d) (excluding all other employees) for the purpose of Article 14 of Civil Service Law.

## **ARTICLE II**

### **GRIEVANCE PROCEDURE**

A. **Definitions**

1. A grievance is a claimed violation, misinterpretation or misapplication of an express provision of this Agreement.
2. An "Aggrieved Person" is the person or persons making the claim or the Association.

B. **Purpose**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the interpretation or application of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of procedure. When a complaint exists, the person or persons involved will take informal action to resolve the issue before instituting Level One of the grievance procedure.
2. Nothing herein contained shall be construed as limiting the right of any individual unit member having a grievance to discuss the matter informally with his/her immediate superior and having the grievance adjusted without intervention of the Association. However, in any case where the aggrieved person raises the grievance with someone other than his/her immediate superior or where the issue raised by the Association shall be given the opportunity to be present at such adjustment and to state its views.

C. **Procedure - Time Limits**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual Agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the parties will make every effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.
3. A grievance may be deemed to have been waived unless presented within sixty (60) school days after the event or events on which the grievance is based are known or should reasonably have been known by the aggrieved person. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits may be deemed to be acceptance of the decision rendered at that step.
4. The filing or pendency of any grievance under the provisions of this Article may in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject to the final decision on the grievance.

D. **Procedure - Stages**

1. **Level One**

- a. If the complaint is not resolved informally prior to Level One procedure, the aggrieved person may file a written grievance with his/her principal or immediate superior on a form which will be developed by the Board and the Association and which will be available in all schools.
- b. Within five (5) school days after the presentation of the written grievance, the principal, immediate supervisor, or such person designated by either of them, will meet with the aggrieved person in an effort to resolve the grievance. The aggrieved person shall be present and may be represented by an Association Liaison representative or some other person as provided in Section E.2 of this Article. A decision shall be rendered on the grievance within five (5) school days after such meeting.

2. **Level Two**

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if a decision has not been rendered within five (5) school days after the meeting at Level One, he/she may file the grievance in writing with the Superintendent of Schools, with a copy to the President of the Association or his/her designee, within five (5) school days after the decision at Level One, or fifteen (15) school days after such meeting.

- b. Within five (5) school days after receipt of this written grievance by the Superintendent, he/she or his/her designee will meet with the aggrieved person in an effort to resolve it. The Superintendent or his/her designee will render a decision on the grievance within ten (10) school days after he/she first meets on the grievance.

3. **Level Three**

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent, whichever is sooner, file the grievance in writing with the President of the Association or his/her designee with a copy to the Superintendent of Schools requesting the Association to submit his/her grievance to arbitration. If the Association determines that the grievance is meritorious and that submitting it to arbitration is in the best interests of the school system, it may submit the grievance to arbitration within ten (10) school days after receipt of a request by the aggrieved person by notifying the Superintendent to that effect.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association may agree upon a mutually acceptable arbitrator. If they are unable to agree on an arbitrator within such time, then either party may request the American Arbitration Association to designate a panel of arbitrators experienced in public employment relations with reference to schools from which in accordance with the rules then obtaining of the American Arbitration Association an arbitrator will be selected or designated.
- c. The arbitrator so selected will hold closed hearings promptly in the City of White Plains and will issue a written award not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement; nor shall he/she have power to add to, subtract from, change or modify any provision of this Agreement. He/she shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance. The decision of the arbitrator with respect to all grievances will be advisory only.
- d. The costs for the services of the arbitrator will be borne equally by the School District and the Association.

E. **Rights of Teachers to Representation**

1. No unit member, members of the Association or any other participant in a grievance procedure shall suffer reprisals in any way or suffer any professional disadvantage by reason of participation in the processing of any grievance.

2. An aggrieved person shall be present and may be represented at all stages of the grievance procedure by an official of his/her own choosing, except that he/she may not be represented by an official representative or an officer of any teacher organization other than the Association or its designated representative. When a unit member is not represented by the Association, the Association shall have the right to be present and to state its views at all levels of the grievance procedure.

F. **Miscellaneous**

1. If a grievance affects a group or class of unit members, and the Association is authorized in writing to bring the grievance on behalf of unit members from at least two different school buildings, the Association may submit such a grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. In such a group or class grievance, the Association shall have the same status as an aggrieved person.
2. The Association may institute a grievance in the event that either claims that a violation, misinterpretation or misapplication of any of the provisions of this Agreement directly affects them as distinguished from persons whom they may represent.
3. Decisions rendered at Levels One and Two of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all persons concerned and to the Association. Decisions rendered at Level Three will be in accordance with the procedures set forth in Paragraph D, subdivision 3(c).
4. All documents, communications and records dealing with a grievance will be filed separately from the personnel files of the participants.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Board and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
6. If the Association is an "aggrieved person," the filing of copies of a grievance with the President of the Association shall be dispensed with.

**ARTICLE III**

**ASSOCIATION RIGHTS**

A. **Dues Deduction**

1. The District agrees to deduct from the compensation of unit members dues for the White Plains Substitute Teachers' Association and its affiliates as said unit members individually and voluntarily authorize the District to deduct, and to transmit the monies promptly to the Association. The unit member's request for such deduction shall be in writing.

2. The Association will certify to the Business Officer, in writing, the current rate of membership dues. Any change in the rate of membership dues will be given to the District, in writing, thirty (30) days prior to the effective date of such change.
3. Deductions referred to in paragraph A above will be made each pay period at the rate of one (\$1.00) dollar for each day of substituting during the pay period. The District will not be required to honor for any pay period any authorizations delivered to it later than thirty (30) days prior to the distribution of the payroll from which the deductions are to be made. In the instances mentioned in the above sentence, the District will deduct from the next pay period(s) monies to cover the substitute days not deducted previously.
4. With each payroll deduction check sent to the Association, the District will provide a list of those unit members for whom dues deduction has been made. If any unit member desires to have the District discontinue deductions, he/she must notify the District and the Association, in writing, by September 10 of any year.
5. The District will deduct the dues from each paycheck as provided in section A-3 above until the dues are fully paid.
6. The unit member waives all right and claims to any monies deducted and transmitted in accordance with these provisions and relieves the District and all of its officers from any liability therefore.

**B. Agency Shop Fee Deduction**

1. Pursuant to authorization contained in Civil Service Law 208, subd. 3(b) with respect to agency shop fee deduction and effective in the years of this Agreement commencing July 1, 1987 (but subject to continued legislative authorization during such term), the Board agrees to make deductions from the wage or salary of personnel covered by this Agreement who are not members of the Association, the amount equivalent to the dues levied by the Association and transmit the sum so deducted to the Association. The foregoing shall only be applicable so long as the Association has established and maintains a procedure providing for the refund to any such person demanding the return of any part of an agency shop fee deduction which represents such person's pro rata share of expenditures by the Association in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.
2. The Association agrees to save and hold harmless the Board from any and all losses, expenses, damages, costs and attorney fees that may accrue as a result of the provisions contained in Paragraph A above, by reason of any action, suit or proceeding before any administrative body or judicial or quasi-judicial body or before any arbitrator by any person covered by this Agreement or in his or her behalf, involving or in any way relating to the implementation of the agency shop fee deduction provision herein above set forth.



C. **Use of Buildings**

The Association and its representatives shall have the reasonable use of school buildings for meetings. All requests for building use will be submitted in writing in accordance with District policies and on a form provided by the District.

D. **Bulletin Boards**

The Association shall have the right to post notices of its activities and matters of concern to the Association on bulletin board space which shall be provided in each school building.

E. **Membership Information**

The District will provide to the Association the names, addresses and telephone numbers of all new unit members.

F. **Association/Management Meetings**

Representatives of the Association and the District shall meet four (4) times per year to discuss issues related to terms and conditions of employment.

**ARTICLE IV**

**EVALUATIONS AND PERSONNEL FILES**

A. **Evaluation**

1. All monitoring or observation of the work performance of unit members will be conducted openly, with full knowledge of the unit members and only by certified professionals.
2. There shall be at least one formal evaluation of unit members who have taught a minimum of 30 days per school year.
3. A copy of the evaluation shall be given to the unit members upon request.
4. If a unit member so requests, he/she shall have the right to confer with a representative of the District about his/her evaluation.
5. The unit member has a right to submit his/her own written comments and such comments shall be attached to the evaluation.

B. **Personnel File**

1. A copy of any material derogatory to the conduct, service, character or personality of a unit member shall be sent to the unit member prior to its becoming part of the personnel file.

2. The unit member shall have the right to respond in writing to any material filed. Any response will be attached to the material in the file.
3. Upon request by the unit member, he/she shall be given access to his personal file excluding references and information obtained in the processing of the unit member for initial employment. Upon request, a unit member will be given a copy of any material in his/her personnel file.

## **ARTICLE V**

### **WORKDAY**

- A. In normal circumstances, bargaining unit members will be assigned to the regular teacher's daily schedule for the day or days in question. In the event that assignments are made which vary from the regular teacher's schedule, such assignments will be made on an equitable basis in relation to the regular teachers who are in attendance on the day or days in question.
- B. Except as provided in paragraph C below, members of the bargaining unit shall be provided the preparation time designated for the regular teacher. Further, where duties have been exchanged in the place of preparation time by members of the regular teaching staff, a substitute may initiate a complaint with the appropriate principal at which time the principal shall investigate the extent to which such duty exchanges have been undertaken to the detriment of a substitute.
- C.
  1. Members of the bargaining unit that had been employed by the District during the 2005-2006 school year or earlier (grades 7-12) who are assigned to teach an additional period beyond the regular teachers' normal assignment will be paid an additional one-fifth of the appropriate per diem or building rate.
  2. Members of the bargaining unit that are hired by the District during the 2006-2007 school year or thereafter (grades 7-12) shall receive no compensation for one additional period beyond the regular teachers' normal assignment for the first 3 years that they are employed by the District, however, they shall be paid an additional one-fifth of the appropriate per diem or building rate for any coverage beyond one additional period of the regular teacher's normal assignment. Beginning with the fourth year of employment as a substitute teacher and beyond, the bargaining unit member shall be paid according to V – C (1).
- D. Per diem substitutes shall be given the opportunity once each year to note those grades and subjects which they consider to be undesirable assignments for which they do not wish to be called. Every reasonable effort will be made to accommodate these preferences.
- E. Per diem substitutes will be paid for a maximum of three days per year, if the schools are closed due to inclement weather (i.e., snow day) and if the substitute was called and accepted the assignment prior to the closing of school.

**ARTICLE VI**  
**COMPENSATION**

**A. Per Diem Rate for Non-Consecutive Days**

<u>School Year</u>	<u>Per Diem Substitutes</u>	<u>Building Substitutes</u>
Effective 7/1/05	\$103 per day \$108 days 21+	\$133
Effective 7/1/06	\$109 per day \$112 days 21 +	\$138
Effective 7/1/07	\$113 per day \$116 days 21+	\$143
Effective 7/1/08	\$118 per day \$120 days 21+	\$148

**B. Additional Compensation**

1. a. A per diem or Building Substitute who substitutes in the same classroom for the same absent teacher for twenty (20) consecutive school days shall receive an additional Twenty (\$20) Dollars per day above the appropriate basic daily rate beginning with the twenty first (21st) consecutive school day.
- b. A per diem or Building Substitute who substitutes in the same classroom for the same absent teacher for thirty (30) consecutive school days shall be paid at the daily rate of 1/200th of Step 1 of the BA column of the teachers' salary schedule. This payment shall be retroactive to the first day in the consecutive assignment.
2. In the event that a per diem or Building Substitute's consecutive days of work are interrupted by the return of the regular classroom teacher at any time and the per diem or Building Substitute returns to the same regular teacher's classroom to replace that teacher within five (5) school days, such interruption shall not discontinue the unit member's number of consecutive days.
3. a. Retired teachers from the White Plains School District will be paid the Building Substitute rate when hired to substitute in the District after their retirement.
- b. The District will have discretion to hire substitutes at the Building Substitute rate when a need is determined based on unique situations.

**C. Call-In Pay**

1. A unit member who is called in to work for a full day, or any portion thereof, for whom there is no work, shall be paid the full day's pay, or any portion thereof.
2. The District shall have the right to assign the unit member to other work.

## ARTICLE VII

### BUILDING SUBSTITUTE PROGRAM

- A. The District will employ Building Substitutes for the duration of this provision. The number of Building Substitutes selected will be at the discretion of the District. Services of the Building Substitutes will begin when determined by the District.
- B. Services of Building Substitutes will begin October 1 through June 30. Building Substitutes who work prior to October 1<sup>st</sup> will be paid at the Building Substitute rate. Building Substitutes must be NYS certified as a teacher or eligible for certification.
- C. The Building Substitutes will be available for work five (5) days per week. Building Substitutes will be called no later than 8:30 a.m. for assignment.
- D. Building Substitutes will be guaranteed four days of work per five day week (during a normally scheduled five-day school week). If the school is closed for a school emergency on a day a Building Substitute is scheduled to work which would result in loss of compensation of a day's pay that Building Substitute will be assigned an additional workday before the end of the year to offset the lost day of compensation.
- E. The Building Substitutes will be assigned to a home school(s) and may be assigned to other schools as needed.
- F. Building Substitutes will attend faculty meetings at their respective schools, when requested by building principals, if they are assigned to be in their building on a Wednesday.
- G. The Building Substitutes will have preferred rights to substituting beyond the guaranteed days, if substituting is available.
- H. Any member of the bargaining unit that wishes to be considered for the Building Substitute program shall submit a written statement of such intent to the Human Resources office no later than June 15<sup>th</sup>. Current and incumbent Building Substitutes must indicate their desire for re-employment by submitting a letter of interest to the Human Resources office by June 15<sup>th</sup>. Each Building Substitute candidate will indicate a building and subject area interest on his/her application and the periods of time during which he/she will not be available. Any such statement of intent and application shall remain in effect for vacancies occurring during the next school year. Any new member of the bargaining unit being added to the per diem substitute list after September 1<sup>st</sup> may also submit a written statement and application and will, thereafter, be considered for Building Substitute vacancies occurring during that school year.

The District agrees to give notice by July 15<sup>th</sup> of each year to Building Substitutes who request an early decision regarding re-employment in the Building Substitute program when such request for early decision is submitted on or before the preceding June 15.

The District agrees to give notice by July 15<sup>th</sup> of each year to Building Substitutes who request an early decision regarding re-employment in the Building Substitute program when such request for early decision is submitted on or before the preceding June 15.

## **ARTICLE VIII**

### **HEALTH INSURANCE**

- A. Building Substitutes may purchase, at their own expense, the District's health insurance program.
  
- B. Per diem substitutes who have been actively employed as per diem substitutes at least sixty (60) school days in each of the past three (3) school years shall be eligible to purchase, at their own expense, the District's health insurance program. Where a substitute has had coverage previously but has lost coverage due to working less than sixty (60) days in the prior year, health insurance may be reinstated upon the substitute having worked at least sixty (60) days in each of three out of the past four school years. Eligible per diem substitutes electing to purchase such insurance shall be required to make quarterly payments at the beginning of each quarter in order to maintain such coverage.

**ARTICLE IX**

**DURATION**

- A. This Agreement shall be in effect from July 1, 2005 through June 30, 2009.
- B. Beginning no later than March 15, 2009, the parties agree to enter into collective negotiations for a successor Agreement.
- C. 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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

In witness WHEREOF, the parties have hereunder set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**BOARD OF EDUCATION OF THE  
CITY SCHOOL DISTRICT OF THE  
CITY OF WHITE PLAINS, NEW YORK**

**WHITE PLAINS SUBSTITUTE  
TEACHERS' ASSOCIATION**

By: \_\_\_\_\_  
*President, WPPS*

By: \_\_\_\_\_  
*Representing the WPSTA*