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TSUB\ 10666

AGREEMENT

between

**THE BOARD OF COOPERATIVE
EDUCATIONAL SERVICES
of NASSAU COUNTY**

AND

**THE NASSAU BOCES CENTRAL
COUNCIL OF TEACHERS,
LOCAL 2551**

**NEW YORK STATE UNITED TEACHERS
AMERICAN FEDERATION OF TEACHERS
AFL-CIO**

for

PER DIEM SUBSTITUTE TEACHERS

July 1, 2007 - June 30, 2011

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ARTICLE I – THE AGREEMENT

Section 1. Recognition and Unit

1.1 The BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY (hereinafter referred to as the "Board" or "BOCES") herewith acknowledges that the NASSAU BOCES CENTRAL COUNCIL OF TEACHERS (hereinafter referred to as "NABCOT"), was certified as the exclusive bargaining representative of the bargaining unit hereinafter more particularly described, pursuant to a certain order of the Public Employment Relations Board.

1.2 Recognition shall be for the maximum period of time allowed by law.

1.3 The bargaining unit shall consist of those per diem substitute teachers (also referred to as per diem teachers) who have received a letter of reasonable reassurance of employment and who are employed for at least one day during the then school year; or in the case of a per diem substitute teacher who has not received a letter of reasonable reassurance of employment but who has been employed a total of at least twenty (20) days as a per diem substitute teacher during the then school year.

Section 2. Priority of Agreement and Savings Clause

Should any part of this Agreement be declared unlawful or

unenforceable by a final decision of the highest court of competent jurisdiction,
the remainder of this Agreement shall remain valid.

Section 3. Taylor Act Provision (Section 204a)

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.

Section 4. Duration

This contract shall be retroactive to and effective on July 1, 2007 to and including June 30, 2011.

ARTICLE II - UNION STATUS AND RIGHTS

Section 1. Dues Deduction and Remittance

1.1 The BOCES shall deduct union dues in an amount out of each paycheck of each unit member who has so authorized or hereafter authorizes the deduction. NABCOT shall annually notify BOCES of said amount. Such deduction shall be made upon receipt of a duly executed payroll deduction authorization of the employee, prepared by NABCOT. The dues will be submitted to NABCOT by the fifteenth (15th) of the following month with a computer printout sheet. During each school year, additions to the list of authorized membership dues deductions will be made within sixty (60) days following receipt by the Board of a listing of the additions and employee authorizations.

1.2 BOCES does hereby agree that no later than thirty (30) days after the effective date of employment, each employee who is not a member of NABCOT will pay to the collective bargaining agent each month an agency fee. The agency fee shall be an amount equal to the collective bargaining agent's regular and usual initiation fee, if any, and monthly dues for each month thereafter in an amount equal to the regular and usual monthly dues. The District shall deduct such fee in the same manner the membership dues are deducted.

Any employee from whom an agency service fee has been deducted pursuant to this provision who has any objection thereto shall be limited to processing his/her objection in accordance with organizational appeal procedures contained in a separate organizational document governing such appeals.

Section 2. Use of Board Facilities

2.1 Union Meetings

NABCOT may use school facilities, when available, for its meetings provided that such meetings will not be held during the instructional program and provided that reasonable advance notice is given by NABCOT.

2.2 Bulletin Boards

Bargaining unit notices may be placed on those bulletin boards designated by the administration for use by NABCOT.

2.3 Access to Information

BOCES' Department of Human Resources shall supply NABCOT with copies of all letters of reasonable reassurance sent to unit members.

Periodically, the Department of Human Resources shall supply NABCOT with the names and addresses of newly employed unit members.

2.4 Labor-Management Committee

There shall be established an ongoing committee consisting of the President of NABCOT and two representatives of the bargaining unit together with three representatives of management appointed by the District Superintendent. The committee shall meet periodically at a time and place mutually agreed upon to discuss matters of mutual concern.

ARTICLE III - WORKING CONDITIONS

Section 1. Reporting Assault Cases

Per diem teachers shall be required to report all cases of assault and/or battery suffered by them to the principal or other appropriate administrator who shall be required to report all such cases of assault and/or battery suffered by per diem teachers in connection with their employment, to the District Superintendent. Copies of this report shall be sent to the per diem teacher involved and to NABCOT if it so requests.

Section 2. Work Day

2.1 The start and end of the work day of the per diem teacher shall be that of the teacher who is being replaced. The duration of the per diem teacher's lunch period shall be that of the teacher being replaced. Per diem teachers shall

be granted a daily preparation period except on those occasions when it may be necessary to assign the per diem teacher to a duty, at the discretion of the administration.

2.2 Per diem teachers who are called and report for a half time or full time daily assignment and are then informed that their services are not required shall be paid the appropriate daily rate of pay. The BOCES retains the right to utilize the services of such a per diem teacher for other duties.

2.3 Local Component - School District-Based Programs

Per diem teachers who work within a component school district facility or who are contracted to work in a non-public school facility, shall work the same duty day as the local school district teachers or the non-public school duty day unless the BOCES administration finds that the BOCES duty day would be more beneficial for the needs of the children in the specific programs. In such situations, the per diem teacher may be required to work the BOCES duty day.

ARTICLE IV - WAGES AND BENEFITS

Section 1. Compensation

1.1 PER DIEM SUBSTITUTES

A. For Year 1 (July 1, 2007 - June 30, 2008) unit members shall be compensated according to the following:

- a. Uncertified/Certified - \$120.00 per day
- b. Clinical - \$140.00 per day
- c. Retiree - \$140.00 per day

For Year 2 (July 1, 2008 - June 30, 2009) unit members shall

be compensated according to the following:

- a. Uncertified/Certified - \$125.00 per day
- b. Clinical - \$145.00 per day
- c. Retiree - \$145.00 per day

For Year 3 (July 1, 2009 – June 30, 2010) unit members shall

be compensated according to the following:

- a. Uncertified/Certified - \$130.00 per day
- b. Clinical - \$150.00 per day
- c. Retiree - \$150.00 per day

For Year 4 (July 1, 2010 – June 30, 2011) unit members shall

be compensated according to the following:

- a. Uncertified/Certified - \$135.00 per day
- b. Clinical - \$155.00 per day
- c. Retiree - \$155.00 per day

B. REGULARIZED SUBSTITUTES

A substitute who is a regularized Per Diem Substitute, i.e., is hired by BOCES with commitment to work during the full-school year a minimum of 130 days and up to a maximum of 160 days per annum shall earn \$165.00 per day in Year 1, \$170.00 per day in Year 2, \$175.00 per day in Year 3 and \$180.00 per day in Year 4, plus eligibility to receive health insurance coverage with a contribution by the employee of forty (40%) percent for individual coverage and fifty-five (55%) percent for family coverage. One day of paid orientation shall be provided by the agency for such substitutes.

1.2 If, when requested to do so by BOCES, a per diem teacher attends a parent-conference night in the Department of Special Education and/or open

house night in the Department of Career and Technical Education, that per diem teacher shall be paid for said time on a pro-rata basis, but not for less than two (2) hours. If said substitutes are directed to complete lesson plans, progress reports, IEP's or report cards, the substitute shall be paid an additional assignment.

1.3 Unit members shall be offered the opportunity to participate in the District deposit payroll plan.

Section 2. Health Insurance Plan

For Year 1 (2007-2008) unit members who have been employed seventy (70) or more days during at least two (2) of the following three (3) school years, to wit, 2004/2005, 2005/2006, and 2006/2007, shall be permitted to participate in a group health insurance plan provided by the Agency, and subject to insurance carrier rules, provided the employee pays the full cost of premiums for such coverage.

Eligible employees shall pay 65% of family and 50% of individual coverage.

In order to maintain continued participation in the plan, the employee must work a minimum of twenty-five (25) days per annum, or work the minimum work periods prescribed in the health insurance plan rules, whichever is greater, during each year following initial coverage. Eligibility shall be determined on or about June 30 of each year of participation in the plan, or as required by the health insurance plan rules.

Section 3. Damage to Personal Property

If a per diem teacher sustains damage or loss to any article of clothing or other personal property on the person of the per diem teacher, as the result of an assault and/or battery by a student, while the per diem teacher is discharging his/her duties in the scope of his/her employment, such damage or loss shall be reimbursed by BOCES as follows:

(1) The assault and/or battery must be reported within five school days of the occurrence to the principal or appropriate administrator, specifying the pertinent facts thereof, together with a statement of the article of clothing destroyed or damaged, and a description of the damage.

(2) In no event shall BOCES be liable for any damage or loss in excess of \$500.00.

ARTICLE V – GRIEVANCE PROCEDURE

Section 1. Definitions

A grievance shall consist of a claimed violation of a provision of this Agreement or written Board policy.

The term grievant shall mean a unit member, a group of unit members or NABCOT.

Section 2. Procedure

2.1 First Step

A grievant who claims to have a grievance shall present the same to his/her principal, program administrator, or supervisor as the case may be, or to

his/her designee, in writing within the time periods prescribed below. Such grievance shall be submitted:

(1) Within twenty (20) school days after the alleged event occurred which gave rise to the grievance, or

(2) Within twenty (20) school days after the grievant has knowledge thereof, in no event to exceed one (1) year after the alleged event occurred which gave rise to the grievance.

The administrator with whom the grievance has been filed, or his/her designee, shall meet and discuss the grievance with the grievant and his/her NABCOT representative within five (5) school days after receipt of the grievance and shall make such inquiries as he/she deems appropriate.

Within seven (7) school days of the foregoing, the administrator shall render his/her decision in writing to the grievant with copies to the Program Administrator, the Department of Human Resources and with a copy to the President of NABCOT.

2.2 Second Step

If the grievance is not satisfactorily resolved at the First Step, it shall be referred to the Labor-Management Committee. The Committee shall meet to review and discuss the grievance as soon as is practicable. The Committee shall either resolve the grievance or issue a written determination to the grievant that it was unable to resolve the grievance.

2.3 Third Step

If the grievance is not satisfactorily resolved at the Second Step, the grievant may request a meeting, in writing, with the District Superintendent, or his/her designee, to review the grievance. Said request must be submitted to the District Superintendent within seven (7) school days after the receipt of the decision of the Committee referred to above. The District Superintendent or his/her designee shall set a date for said meeting within five (5) school days of the receipt of the request for the meeting and shall notify the grievant, and the President of NABCOT of this date. The meeting shall take place within ten (10) school days of the receipt of the request. The District Superintendent or his/her designee shall submit to the grievant and his/her NABCOT representative his/her findings upon such review within ten (10) school days after the conclusion of said meeting.

2.4 The decision of the District Superintendent, or his/her designee, may be appealed pursuant to law.

2.5 Nothing herein contained shall prohibit resort to remedies at law

Section 3. Miscellaneous

3.1 No reprisal of any kind will be taken by the Board or any member of the administration against any employee, or NABCOT in its representational capacity, or any other parties in interest in the grievance procedure by reason of participation therein.

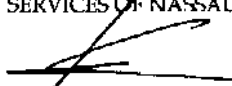
3.2 When a unit member, by his/her choice, is not represented in the

grievance procedure by NABCOT, NABCOT shall have the right to be present, and to state its views at all stages of the grievance procedure.

3.3 There shall be no limitations on the right of any grievant to discuss the matter informally with an appropriate Board representative, provided, however, that no settlement of an informal nature shall be made with a grievant which is inconsistent with the provisions of this Agreement.

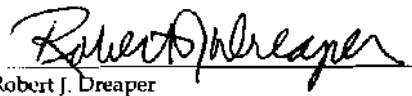
BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY

Dated: 6/17/07

By: 
Dr. James D. Mapes
District Superintendent

NASSAU BOCES CENTRAL COUNCIL OF TEACHERS

Dated: 6/5/07

By: 
Robert J. Dreaper
President