

NORTH BABYLON UNION FREE
SCHOOL DISTRICT
North Babylon, New York

AGREEMENT

between the

NORTH BABYLON BOARD OF EDUCATION

and the

NORTH BABYLON SUBSTITUTE
TEACHERS' ORGANIZATION

July 1, 2013- June 30, 2022

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ARTICLE I – RECOGNITION

The North Babylon School District recognizes the North Babylon Substitute Teachers' Organization, affiliated with the North Babylon Teachers' Organization, as the bargaining agent for all per diem substitute teachers in the North Babylon School District.

Per diem substitute teachers, for the purpose of this article, are all persons who have received and affirmatively responded to the letter of reasonable assurance issued by the district and to all persons who have been hired as per diem substitutes subsequent to the issuance of said letter.

ARTICLE II – DUES DEDUCTION AND AGENCY FEE

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 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 30th of the school year. Changes in the rate of membership dues shall become effective on the pay date next following the passage of 30 days from receipt of notice from the union.
 - b. Daily membership dues shall be deducted daily from the daily pay of those substitute teachers who have so authorized the district in writing.
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 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 the passage of 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 her/his membership in the union.
2. The district shall deduct such fee in the same manner that membership dues are deducted.
3. The union will adopt a refund procedure consistent with law.

- ### **C.**
- 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, action taken or not taken by the school district for the purpose of complying with any provision of this article.

ARTICLE III – 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 monthly update.
- B. There will be, in each building, one mailbox for use by substitute teachers and designated as such.

ARTICLE IV – GRIEVANCE PROCEDURE

- A. A grievance is a claimed violation of the terms of this Agreement.
- B.
 - 1. All grievances shall be submitted within seven (7) days of the occurrence grieved, in writing, to the building principal in the building affected, who shall render his/her answer in writing within ten (10) calendar days.
 - 2. Within seven (7) calendar days of receipt of the answer at Step 1, the grievant 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 the grievant on the matter, within seven (7) calendar days of the conference. The decision of the Superintendent shall be final, binding, and in writing.
 - 3. The grievant has the right to be represented at all hearings of the grievance.

ARTICLE V – SUBSTITUTE TEACHER HANDBOOK

The handbook is to be prepared and distributed to members of the unit.

ARTICLE VI – TAYLOR LAW

- A. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement.
- B. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.
- C. Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.
- D. **LEGAL AUTHORITY – ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GRANTED APPROVAL BY LEGISLATIVE ACTION.**

ARTICLE VII – TERM OF AGREEMENT

- A. This agreement and all its provisions shall be effective as of July 1, 2013 and shall continue in full force and effect through June 30, 2022.
- B. In the event any other provisions of this agreement are, or shall at any time, be found or determined to be contrary to law, then such provisions shall not be applicable or the terms thereof be in force except to the extent permitted by law.
- C. In the event any part of the provisions of this agreement shall be illegal and either party desires a substitute provision hereto, the same shall be submitted to the other party and shall be subject to appropriate discussion. However, this agreement cannot be changed or modified unless by mutual consent of both parties.
- D. In the event that any provision of this agreement is, or shall at any time be contrary to law, all other provisions of this agreement shall continue in effect.

- E. Copies of this agreement shall be printed at the expense of the NBTO and given to all per diem substitutes now employed or hereafter employed by the Board.

ARTICLE VIII – MANAGEMENT RIGHTS

The district retain all authorities, rights, and responsibilities as a school district in New York State including, but not limited to, the right to determine missions and purposes and policies, determine facilities, staffing, finances, methods, etc. as it may see fit in the conduct of its business.

Substitute teachers may not leave their assigned building during working hours without signing out.

Employees shall be required to wear a District supplied “teacher” photo ID badge during all work hours, and not during non-work hours.

ARTICLE IX – NO STRIKE/NO SYMPATHY

Pursuant to the provisions of subdivision 3(b) of Section 207 of the Civil Service Law, the Union hereby affirms that it does not assert the right to strike against any government, and agrees that there will be no strikes, slow-downs, or sympathy actions against the school district.

ARTICLE X – PERMANENT PER DIEM SUBSTITUTE TEACHERS

Permanent Per Diem Substitute Teachers may be employed by the North Babylon Union Free School District. The work year for Permanent Per Diem Substitute Teachers may not exceed 175 school days. For purposes of this provision and this provision only, the parties agree that the District may unilaterally reduce “175” back to “170” if, in the sole and unreviewable discretion of the District, the District determines that this change has an adverse and unexpected legal consequence on the District. In this event, the District shall provide a written explanation no less than 45 days in advance of reducing the number of work days from 175 to 170 and shall provide the Union with an opportunity to respond. The District shall determine the assignment of Permanent Per Diem Substitute Teachers to various school buildings based upon need.

Effective upon full ratification of this Agreement, salary for Permanent Per Diem Substitutes shall be at the rate of \$128.00 per day.

Effective July 1, 2017 through June 30, 2018, salary for Permanent Per Diem Substitutes shall be at the rate of \$129.00 per day.

Effective July 1, 2018 through June 30, 2019, salary for Permanent Per Diem Substitutes shall be at the rate of \$129.50 per day.

Effective July 1, 2019 through June 30, 2020, salary for Permanent Per Diem Substitutes shall be at the rate of \$130.00 per day.

Effective July 1, 2020 through June 30, 2021, salary for Permanent Per Diem Substitutes shall be at the rate of \$130.50 per day.

Effective July 1, 2021 through June 30, 2022, salary for Permanent Per Diem Substitutes shall be at the rate of \$131.00 per day.

Permanent per diem substitute teachers shall receive three (3) sick days per year, or shall receive \$50.00 for each sick day not taken, as of June 30th of each year.

Absences shall be approved with no loss of pay nor deduction from sick leave entitlement for days when the District is closed because of snow/emergency days.

If a permanent per diem substitute applies for and receives a leave replacement job in the District, he or she will have the opportunity (according to seniority) to continue as a permanent per diem substitute after completing the leave replacement job.

Permanent per diem substitute teachers who are notified that they must serve jury duty, shall request a postponement of that jury duty until the summer months. Those permanent per diem substitute teachers who start work in the District in the month of September and who are required to serve jury duty during the school year, shall be provided with an opportunity to make up days during the remainder of that school year, if possible, up to a maximum of 175 days work for the school year.

Permanent Per Diem Substitute Teachers with one or more years of service as a teacher in the District shall be eligible for one paid bereavement day for the death of their spouse, child, brother, sister, parent, grandchild, grandparent, parent-in-law, or other relative living in the Permanent Per Diem Substitute Teachers' household. For purposes of this paragraph, the aforementioned relatives listed in this paragraph shall be extended to encompass the same members of the Permanent Per Diem Substitute Teacher's step family (e.g. step-child, step-sibling, step-parent, etc.)

ARTICLE XI – HEALTH INSURANCE

Group health insurance shall be offered only to Permanent Per Diem Substitute Teachers at their own expense at the group rate as established by the North Babylon Union Free School District.

ARTICLE XII – SALARY

A. Per Diem Substitute Teachers.

1. Effective upon full ratification of this Agreement, salary for all Per Diem Substitutes shall be at the rate of \$121.00 per day.
2. Effective July 1, 2017 through June 30, 2018, salary for all Per Diem Substitutes shall be at the rate of \$122.00 per day.
3. Effective July 1, 2018 through June 30, 2019, salary for all Per Diem Substitutes shall be at the rate of \$122.50 per day.
4. Effective July 1, 2019 through June 30, 2020, salary for all Per Diem Substitutes shall be at the rate of \$123.00 per day.
5. Effective July 1, 2020 through June 30, 2021, salary for all Per Diem Substitutes shall be at the rate of \$123.50 per day.
6. Effective July 1, 2021 through June 30, 2022, salary for all Per Diem Substitutes shall be at the rate of \$124.00 per day.

- B. Special Salary Provisions.
 - 1. The following provision shall remain in effect for the duration of this Agreement.
 - a. After substituting for the same teacher's absence for twenty-five (25) consecutive, continuous days without interruption for any reason, a substitute shall be placed at 1/200th BA Step 1 of the North Babylon Teachers' Organization Salary Schedule, without benefits.
 - b. A substitute shall be required to fulfill this requirement only once in the same school year for the same teacher.
- C. In the event a per diem substitute is given an assignment, arrives at school and there is no job, he or she will remain at work in the District, perform professional duties and receive a day's pay.

ARTICLE XIII

- A. A substitute will be informed if information about him/her is being placed in a permanent district file. The teacher shall be given a copy of the information and shall have the right of written response within five (5) days.
- B. Any substitute teacher who has taught ten (10) days the previous year or ten (10) days in the current year shall be notified in writing if her/his name is removed from or restrictions are placed against her/his name on the substitute teachers' registry list by the district. Such substitute teacher shall be provided with an opportunity to discuss the matter with a district administrator.
- C. The above Sections A and B shall not be subject to review under the grievance machinery contained in the contract, or in any other forum.

ARTICLE XIV ARREST NOTIFICATION


Employees shall be required to immediately notify the Superintendent, in writing, of their arrest.

BOARD OF EDUCATION
NORTH BABYLON U.F.S.D.

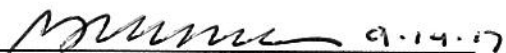
SUBSTITUTE TEACHERS' ORGANIZATION
Affiliated with THE NORTH BABYLON
TEACHERS' ORGANIZATION

BY 

Bob Scheid, President

BY 

Susan Kingsepp, President

BY  9.14.17

Glen A. Eschbach, Superintendent

BY 

Kathryn Dein, NBTO President