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Union: **Southern Adirondack Substitute Teacher Alliance, NYSUT, AFT, AFL-CIO**

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OCT 06 2008

A G R E E M E N T

BETWEEN THE

BOARD OF EDUCATION

OF THE

HUDSON FALLS CENTRAL SCHOOL DISTRICT

AND THE

SOUTHERN ADIRONDACK SUBSTITUTE TEACHER ALLIANCE  
NEW YORK STATE UNITED TEACHERS, AFT, AFL-CIO

FOR THE PERIOD JULY 1, 2008 THROUGH JUNE 30, 2013

**RECEIVED**

JAN 05 2009

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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## ARTICLE I

### RECOGNITION AND NEGOTIATION PROCEDURES

Pursuant to Article 14 of the Civil Service Law, the Board of Education of the Hudson Falls Central School District hereby adopts the following Agreement covering the terms and conditions of employment of its per diem substitute teacher and nurse employees.

#### Section 1 – Agreement

This agreement is made and entered into this \_\_\_ day of July 2008, by and between the Superintendent representing the Board of Education of the Hudson Falls Central School District (hereinafter referred to as the "Board") and the Southern Adirondack Substitute Teacher Alliance (hereinafter referred to as the "Alliance").

#### Section 2 – Philosophy

The Board and the Alliance have the same objective - to provide the best education for the children of the school district. Relationships must therefore be established which are based upon this goal and the concept of education as both a public trust and a professional calling. The Board and the Alliance recognize that the interests of public education will be best served by establishing procedures to provide an orderly method for the discussion of matters of common concern and to reach mutually satisfactory agreements on these matters.

#### Section 3 – Recognition

The Alliance recognizes the Board as the policy-making, evaluative body charged with the responsibility to interpret the educational needs and aspirations of the people of the Hudson Falls Central School District. It recognizes further that the Board, as the legally constituted representative of the people of the district, has the legal responsibility and obligation to make the final decisions in the educational and fiscal affairs of the school district pursuant to the laws of the State of New York.

For the purposes of collective negotiations, the Board of Education of the Hudson Falls Central School District recognizes the Alliance as the certified representative of all per diem substitute teachers and nurses employed by the District, and excluding all other employees.

Section 4 – Principles

Professional Teaching Personnel

It is recognized that members of the professional staff require specialized qualifications and that the success of the educational program in the Fort Edward Union Free School District depends upon the maximum utilization of the abilities of certified teachers and licensed nurses.

Section 5 – Savings Clause

- A. If any provision of the Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, such provision or application shall not be termed valid and subsisting except to the extent permitted by law, but, thereto the provisions or applications of the Agreement shall continue in full force and effect.
- B. Nothing in this Agreement is intended to modify, reduce or in any way alter the terms and conditions of employment contained in the July 1, 1985 to June 20, 1988 negotiated Agreement between the Superintendent and the Fort Edward Teachers Association.

Section 6 – Public Employees' Fair Employment Act, Article 14  
of the Civil Service Law Requirement

**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 II

### DEFINITIONS

#### Section 1

As used in the Agreement the following terms shall have the respective meanings set forth below.

- 1.1. Substitute Teachers unless otherwise indicated, employees in this bargaining unit will be hereinafter referred to as substitute teachers.
- 1.2. Certified Substitute Teachers means a substitute teacher or school nurse teacher provisionally or permanently certified to teach in the public schools of New York State, or licensed nurse.
- 1.3. Certified Substitute Teachers means a substitute teacher who is not provisionally or permanently certified to teach in the public schools of New York State or an unlicensed nurse.
- 1.4. School District means the Hudson Falls Central School District.
- 1.5. Board of Education means the Board of Education of the School District.
- 1.6. Superintendent means the Superintendent of Schools of the School District.
- 1.7. Alliance means the Southern Adirondack Teacher Alliance.
- 1.8. School Year means the period commencing on the first day of July in each year and ending on the thirtieth day of June next.
- 1.9. Secondary School includes both junior and senior high schools.
- 1.10. Supervisor means anyone in a supervisory capacity, such as Superintendent, Acting Superintendent, Principal, Vice Principal, Department Head, and Curriculum Director.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### Section 1 – Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its employees is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of substitute teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board and its substitute teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

#### Section 2 – Definitions

- 2.1 A **Grievance** is a complaint of the Alliance or a substitute teacher of an alleged violation of any of the terms and conditions of this Agreement.
- 2.2 The term **Grievant** shall mean any substitute teacher initiating a grievance.
- 2.3 The term **Supervisor** shall mean any Department Head, Principal, Vice Principal, immediate supervisor, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Chief School Officer.
- 2.4 The **Chief School Officer** is the Superintendent of Schools, or in his absence, his designated representative.
- 2.5 **Aggrieved Party** shall mean the Alliance or any substitute teacher in the negotiating unit filing a grievance.
- 2.6 **Party in Interest** shall mean the Grievance Committee of the Alliance, any party named in a grievance who is not the aggrieved party, and the Board of Education or its representatives.
- 2.7 **Grievance Committee** is the committee created and constituted by the Alliance.

- 2.8 **Permanent Arbitrator** is the person that the School District and the Alliance agree shall serve as the arbitrator of any grievance which is not resolved at Stage 1 of this grievance procedure during the period of this Agreement.

### Section 3 – Procedures

- 3.1 All grievances shall include the name and position of the aggrieved party, the identification of the provision of this Agreement, and/or relevant policies involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions if known to the aggrieved party, and a statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.2 Except for informal decisions at Stage 1(a), all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons. Each decision shall be promptly transmitted to the grievant and the Alliance.
- 3.3 If a grievance affects a group of substitute teachers and appears to be associated with system-wide policies, it may be submitted by the Alliance directly at Stage 2 described below.
- 3.4 The preparation and processing of grievances, insofar as practicable, shall not be conducted during the hours of employment. Students shall not be involved in any phase of the grievance procedure.
- 3.5 The Board and the Alliance agree to facilitate any investigation which may be required and, on written request, to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
- 3.6 An aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of the agreed upon summary of the proceedings made at each and every stage of this grievance procedure.
- 3.7 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.



- 3.8 Nothing contained herein will be construed as limiting the right of any substitute teacher having a grievance to discuss the matter informally with the Superintendent or his designated representative and having the grievance formally settled without the intervention of the Alliance provided the settlement is not inconsistent with the terms of this Agreement.
- 3.9 The Chief School Officer shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, communications, and all written decisions at all stages. The Official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the Grievance Committee and the Board, but shall not be deemed a public record.

#### Section 4 – Time Limits

- 4.1 Since it is important to good relationships that grievances be processed as quickly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 4.2 No written grievance will be entertained as described below, and such grievance will be deemed waived unless the written grievance is forwarded at the first available stage within thirty (30) school days after the substitute teacher knew or should have know of the act or condition on which the grievance is based.
- 4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
- 4.4 Failure at the first stage of the grievance procedure to communicate a decision to the aggrieved party, and the Alliance within the specified time limit shall permit the lodging of an appeal at the second stage of the procedure, within the time which would have been allotted had the decision been communicated by the final day.

## Section 5 – Stages

### 5.1 Stage 1- Supervisor/Building Principal

- a. A substitute teacher hearing a grievance will discuss it with his immediate supervisor either directly or through a representative, with the objective of resolving the matter informally. If the substitute teacher submits the grievance through a representative, the substitute teacher may be present during the discussion of the grievance.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Building Principal within five (5) school days. Within five (5) school days after the written grievance is presented to him, the Building Principal shall render a decision thereon, in writing, to the substitute teacher.

### 5.2 Stage 2 – Arbitration

- a. In the event the grievant and/or the Alliance are not satisfied with the decision of the Building Principal, the grievance may be appealed, within fifteen (15) days after receiving the Stage 1 decision, to arbitration.
- b. There shall be a permanent arbitrator, agreeable to the District and the Alliance, who shall rule on any grievance which is not resolved at Stage 1 of this grievance procedure. Each party to the grievance shall pay one-half (1/2) of the arbitrator's fee.
- c. The arbitrator shall conduct a hearing on the grievance within fifteen (15) days after receiving the appeal from Stage 1. No more than ten (10) days after the close of the hearing, the arbitrator shall render a final decision, including any redress deemed to be warranted, which shall be binding on all parties.
- d. In the event a grievance arises, is not resolved at Stage 1, and is appealed to arbitration before the parties can agree on the appointment of a permanent arbitrator, or if the permanent arbitrator is not available to arbitrate any grievance which is appealed from Stage 1 within the time limits proscribed in this grievance procedure, the Superintendent of Schools and the Capital District Regional Office Staff Director of the New York State United Teachers shall jointly serve as an arbitration panel and will, together, render a final and binding resolution of such grievance(s).

## ARTICLE IV

### EMPLOYMENT OF SUBSTITUTE TEACHERS

#### Section 1

Substitute teachers shall be given advance notice of assignments. If this is not possible, an extension of the arrival time shall be granted.

#### Section 2

- A. The Alliance agrees that the District is obligated to abide by Article Eleven, Section 11.5 of the July 1, 1985 – June 30, 1988 negotiated Agreement between the Superintendent of the Fort Edward Union Free School District and the Fort Edward Teachers Association, which provides for the sequence in which the District will attempt to fill daily substitute positions.
- B. It is the intent of the District to employ substitute teachers who possess certification in the area in which the vacancy exists, providing that the substitute has demonstrated a level of performance that, in the judgment of the District, is satisfactory. If there are no substitute teachers meeting the above criteria available, the District will attempt to employ a substitute teacher possessing certification in another area, who has demonstrated a satisfactory level of performance.

#### Section 3

Only if no substitute in either of the above categories is available will the District employ a non-certified substitute teacher.

#### Section 4

It is understood that the standards indicated in Section 2 above, apply to the first day of a regular teacher's absence when it is known that the regular teacher will be absent for two or more consecutive days in order that the disruptions caused by changing teaching personnel be kept to a minimum and so that substitute teachers be offered continuity of employment in accordance with Section 5 of Article IV of this Agreement.

#### Section 5

When it is known in advance that a regular teacher is to be absent for more than two consecutive days, effort will be made to employ the same substitute teacher for each day provided the substitute has demonstrated a level of performance that, in the judgment of the District is satisfactory.

## ARTICLE V

### WORK DAY AND WORK LOAD

#### Section 1

The work day of the substitute teacher shall be no greater than that of a regular teacher.

#### Section 2

The number of assignments given to the substitute teacher shall be no greater than those of a regular teacher.

#### Section 3

When a substitute teacher is called for an assignment and shows up for the assignment on time, the substitute teacher will be paid for the full assignment though the assignment may be reduced or eliminated.

#### Section 4

If a substitute teacher has to commute between school buildings in excess of three (3) miles in order to perform the assignment, the substitute teacher will be reimbursed for mileage at the current mileage rate established by the Internal Revenue Service.

## ARTICLE VI

### SUBSTITUTE TEACHER RIGHTS AND RESPONSIBILITIES

#### Section 1 – Save Harmless

No substitute teachers shall be required to drive pupils to their homes or to any school related activity. In addition, the School District agrees to hold substitute teachers harmless from any financial loss, including reasonable attorneys' fees, arising out of any claim, demand, suit or judgment by reason of any act or omission complained of, providing the substitute teacher was acting in the discharge of his duties within the scope of his/her employment or under the direction of the school district.

Substitute teachers shall notify the Superintendent in writing of any accident or claim against them which might be covered by this section within ten (10) days after the accident occurs or the substitute teacher knows of the claim. In addition, a substitute teacher shall not be entitled to the protection of this Article unless within ten (10) days of the time he/she is served with any summons, complaint, process, notice, demand, or pleading, he/she shall deliver the original or a copy thereof to the Superintendent.

#### Section 2 – Evaluation

- 2.1 A substitute teacher may request to be observed by an Administrator. The Administrator will observe the substitute teacher on the day requested provided his/her schedule allows. The Alliance understands that it may not always be possible for the Administrator to conduct the observation on the day requested.
- 2.2 Any certified substitute teacher who has served twenty-five (25) days in any school year will be guaranteed an evaluatory observation if so requested.
- 2.3 A substitute teacher who has been observed may request a post-observation conference with the observer, which if requested, will take place at a mutually convenient time.
- 2.4 The substitute teacher will be advised of the observer's observations at the conference. At the substitute teacher's request these observations will be reduced to writing and signed by the observer.
- 2.5 The substitute teacher may attach written comments to the observation report.

- 2.6 The substitute teacher shall have access to, and may duplicate, any material concerning his/her classroom performance or other evaluatory documents.

### Section 3 – Student Discipline

- 3.1 Substitute teachers, as well as administrators, are responsible for maintaining control of pupil behavior throughout school premises.
- 3.2 Major discipline problems shall be referred to the administration. The administration will investigate each referral and take positive action when necessary.
- 3.3 When a substitute teacher disciplines a student, the administration will do whatever is reasonably possible in supporting the substitute in this discipline.
- 3.4 The administration will provide support for the substitute teacher whenever there is unjustified criticism from anyone.
- 3.5 Professional personnel will refrain from demonstrating disapproval of another's actions in the presence of pupils.
- 3.6 No extreme punishment, inconsistent with generally accepted educational practices will be allowed.

### Section 4 – Payroll Information

- 4.1 On their first day of employment each substitute teacher must report to the District's Personnel Office to complete necessary payroll information.
- 4.2 Each substitute teacher has the responsibility with providing the Personnel Office with accurate information concerning their membership status in New York State Teachers Retirement Service.
- 4.3 Salary will not be rendered unless the information provided is accurate.
- 4.4 With each paycheck the substitute will receive an accounting sheet indicating the number of days for which salary is rendered, any deductions that have been made, year to date accruals, gross and net pay, and other information, which currently accompany payroll checks.

## Section 5 – Orientation Materials

- 5.1 On each day of employment the School District will provide each substitute teacher with a packet of orientation material containing:
- a. A floor plan of the building and fire exits.
  - b. The building's bell schedule
  - c. A list of Administrative personnel and their phone number extensions.
  - d. The building's discipline procedures.
  - e. Lesson plans for the days classes.
  - f. The schedule of the teacher being replaced.
  - g. A list of the District's substitute teacher pay days.
- 5.2 At the end of the work day the substitute teacher is expected to return these orientation materials to the schools office.

## Section 6 – New York State Teachers Retirement System

Substitute teachers, at their election, shall be eligible to participate in the NYSTRS. The District shall provide substitutes with retirement election literature and make this option known. Substitute teachers may receive Retirement System information and enrollment forms at the District's Personnel Office. Substitute teachers are responsible for providing the Personnel Office with accurate information relative to their status in the New York State Teachers Retirement System in accordance with Article VI, Section 4, (4.2).

Section 7 – Regular Employment

- 7.1 Substitute teachers will be given consideration for regular employment as members of the permanent teaching staff of the District, provided that:
  - a. The substitute teacher submits a valid application, and
  - b. The substitute teacher is qualified for the vacant position.
- 7.2 The District guarantees at least one interview, during the length of the contract, for any substitute teacher who has worked at least thirty (30) days since the beginning of the previous school year, provided that the condition in 7.1(a) and 7.1(b) above have been met.
- 7.3 For each new or vacant position that becomes available, a new written application must be filed by an individual who wishes to be considered for the position, consistent with the above requirements.

**ARTICLE VII**

**ALLIANCE RIGHTS**

Section 1 – Use of School Facilities

- 1.1 The Alliance may use without cost the District’s school buildings for meetings provided that they submit the District’s building usage form to, and receive advance approval, which shall not be unreasonably denied, from the appropriate building administrator.
- 1.2 The Alliance may use the faculty room bulletin boards for the posting of notices and other Alliance business provided that the President of the Fort Edward Union Free Teachers Association gives advance approval.
- 1.3.1 The Alliance may distribute information and other Alliance literature to members of the regular teaching staff through the building mailboxes provided the President of the Fort Edward Union Free Teachers Association gives advance approval.



## Section 2 – Salary Deduction

- 2.1 The School District agrees to deduct from the salaries of substitute teachers (as per written authorization from each substitute teacher) dues for the Alliance and its affiliates and to transmit the monies promptly to the Alliance when collected.
- 2.2 The deduction referred to in 2.1 above, will be at the rate of \$1.00 for each day worked until such time as the District is notified by the Alliance of a change in this rate. If a change in the rate occurs, the District will then deduct at the new rate.
- 2.3 The Hudson Falls Central School District shall deduct from the salary of employees in the bargaining unit who are not members of the Alliance the amount equivalent to the dues levied by the Alliance and shall promptly transmit the sum so deducted to the Alliance, in accordance with section 201 of the Civil Service Law as amended by Chapters 677 and 678 of the Laws of 1977 and Chapter 606 of the Laws of 1992 of the State of New York. The Alliance affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Alliance maintains such procedure.

## Section 3 – Printing and Distribution of Collective Bargaining Agreement

- 3.1 The Alliance agrees to print a sufficient quantity of this collective bargaining agreement for the District's use at no cost to the District.
- 3.2 The District agrees to provide each substitute teacher with a copy of this collective bargaining agreement, as requested.

**ARTICLE VIII**  
**SALARY**

<b>Hudson Falls</b>	2008-09	2009-10	2010-11	2011-12	2012-13
Certified (no experience)	\$99	\$100	\$102	\$103	\$105
1-24 days experience	\$104	\$105	\$107	\$108	\$110
25+ days experience	\$109	\$110	\$112	\$113	\$115
Uncertified (no experience)	\$79	\$80	\$82	\$83	\$85
1-24 days experience	\$84	\$85	\$87	\$88	\$90
25+ days experience	\$89	\$90	\$92	\$93	\$95

- 8.1 Upon their 25<sup>th</sup> day of employment in the school district, accrual to be retroactive to include days worked in any school year, substitute teachers shall receive an increase (pay differential) of \$5.00 per day as shown above.
- 8.2 After twenty (20) consecutive school days of substituting for the same teacher in the same assignment, the certified substitute teacher shall be paid 1/200th of step 1 bachelor's schedule of the current TA teachers' salary schedule effective on the 21<sup>st</sup> day. A substitute in said position shall be entitled to one unpaid day break in service, which shall not interrupt the twenty (20) consecutive day criteria. When such substitute returns to service, the twenty (20) day count shall resume at the number following the number of days the substitute had accumulated prior to the absence.
- 8.3 Except in situations involving labor disputes with other bargaining units, the Board of Education reserves the privilege of paying beyond these salary schedules in unusual circumstances.

**ARTICLE IX**  
**PROFESSIONAL DEVELOPMENT OPPORTUNITIES**

- 9.1 At the discretion of the building principal, per diem substitute may participate in district in-service courses without pay when space and/or facilities permit. Those who wish to attend specific in-service workshops should contact the Building Principal to determine when such workshops are available.
- 9.2. At the discretion of the building principal, a per diem substitute in an extended assignment may be requested or allowed to participate in professional development.


**ARTICLE IX**

**DURATION**

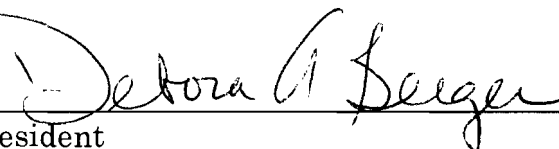
The provisions of this Agreement become effective on the first day of July 2008 and shall continue and remain in full force and effect until the last day of June 2013.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals, this 22 day of October 2008.

BOARD OF EDUCATION OF THE  
HUDSON FALLS CENTRAL SCHOOL DISTRICT

BY:   
Superintendent of Schools

SOUTHERN ADIRONDACK SUBSTITUTE  
TEACHER ALLIANCE

BY:   
President