AGREEMENT

BY AND BETWEEN

THE BOARD OF EDUCATION, ENLARGED CITY SCHOOL DISTRICT, CITY OF NEWBURGH

AND

THE NEWBURGH TEACHERS' ASSOCIATION PER DIEM SUBSTITUTE UNIT

JULY 1, 2006 - JUNE 30, 2010

PRINTED BY PUBLIC PRINTING TRADES UNION LABEL COUNCIL ALBANY, N.Y. 40
NYSUT

TABLE OF CONTENTS

		PAGE
ARTICLE I	RECOGNITION	1
ARTICLE II	DUES AND FEE DEDUCTION	1
ARTICLE III	ORIENTATION AND TRAINING REQUIREMENTS	2
ARTICLE IV	COMPENSATION PROVISIONS	3
ARTICLE V	PERSONNEL FILES	5
ARTICLE VI	RIGHTS UPON APPLICATION FOR TEACHING POSITIONS	5
ARTICLE VII	RIGHTS FOR REHIRE	5
ARTICLE VIII	GRIEVANCE PROCEDURE	5
ARTICLE IX	CREDIT UNION PAYROLL DEDUCTIONS	7
ARTICLE X	MISCELLANEOUS PROVISIONS	7
ARTICLE XI	DURATION OF AGREEMENT	8

THIS AGREEMENT IS MADE AND ENTERED INTO on this 28th day of July, 2006, by and between **THE NEWBURGH ENLARGED CITY SCHOOL DISTRICT** (hereinafter referred to as **"The District"**) and **THE NEWBURGH TEACHERS' ASSOCIATION PER DIEM SUBSTITUTE UNIT** (hereinafter referred to as **"The Association"**).

ARTICLE I - RECOGNITION

The District hereby recognizes the Association as the exclusive bargaining representative for the bargaining unit comprised of all per diem substitutes who may be organized as employees in accordance with the legal definitions of the Taylor Law. This recognition shall extend until seven months prior to June 30, 2010.

Each year, the District shall prepare and transmit to the NTA a copy of a list of all "Taylor Law substitutes" on or before October 15th.

ARTICLE II - DUES AND FEE DEDUCTION

A. The District agrees to deduct from the compensation of unit members agency fee deduction and dues for the Newburgh Teachers' Association Per Diem Substitute Unit 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

DC

shall be in writing.

B. The Association will certify to the Business Administrator, 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.

C. Deductions referred to in paragraph "A" above, will be made each pay period at that rate of $1.00 for each day of substituting during the pay period.

D. With each payroll deduction check sent to the Association, the District will provide a list of those unit members for whom agency fee deduction and dues deductions have been made.

E. Unless otherwise negotiated by the parties to this Agreement, the form for the agency fee deduction authorization shall be the same as referenced in the agreement between the Board of Education and the Newburgh Teachers' Association.

ARTICLE III - ORIENTATION AND TRAINING REQUIREMENTS

All unit members shall be required to attend an orientation day, with pay, once each year.

The District shall conduct one 3 hour work shop, without pay, for per diem substitutes in October of each year for the purpose of reviewing the Code of Conduct and the SAVE Legislation

D.C.

(including child abuse in an educational setting).

ARTICLE IV - COMPENSATION PROVISIONS

A. Unit members who teach three (3) or fewer classes in the secondary grades shall receive one-half day's pay and those who teach four (4) or more classes shall receive a full day's pay. In the elementary grades, unit members who work up to one-half of the school day shall receive one-half day's pay. Those who work more than one-half of a school day shall receive a full day's pay.

B. (1) Unit members who serve for twenty (20) or more consecutive school days in the same assignment shall be placed on Step 1 of the BA Schedule of the Newburgh Teachers' Association contract or at some other step, at the discretion of the District, retroactively to the first day of service in such assignment.

(2) The District may employ building specific substitutes who shall be paid at the rate of One Hundred Sixty ($160.00) Dollars per day and shall be entitled to District funding of individual health insurance premiums at the rate of one hundred (100%) percent of monthly premium costs in the same health insurance plan provided to members of the NTA teachers bargaining unit.

(3) Any bargaining unit member who chooses to opt-out from health insurance coverage, as provided for in paragraph 2, above, shall be entitled to a health

D.C.

insurance buyout of $1,100.00 per annum.

C. Certified unit members, or those working towards certification pursuant to the provisions of Part 80.36 of the Commissioner's Regulations who work more than thirty (30) days during a school year, shall be entitled to an additional $10.00 per diem pay for those days worked in excess of thirty (30) effective July 1, 2002, and $13.50 per diem pay effective July 1, 2006; $15.00 effective July 1, 2007; $16.50 effective July 1, 2008 and $18.00 effective July 1, 2009. Such additional pay shall be in the form of a lump sum check during a July payroll.

D. Per Diem Rates:

	Effective July 1, 2006	Effective July 1, 2007	Effective July 1, 2008	Effective July 1, 2009
Bachelor's Degree	$86.25	$88.00	$89.75	$91.50
Certified or Masters	$91.25	$93.00	$94.75	$96.50

E. Emergency Coverage Pay

In case of emergency, per diem substitutes assigned additional work shall be paid an additional one-half day's pay for every additional two periods of work. Compensation for additional work periods will be paid on a current basis (i.e.: no later than the pay period following the pay period in which the work occurred).

P.C.

ARTICLE V - PERSONNEL FILES

Unit members shall be entitled to attach a written statement to any derogatory document(s) placed in their personnel files.

ARTICLE VI - RIGHTS UPON APPLICATION FOR TEACHING POSITIONS

Per diem substitute teachers who have worked in the District for fifty (50) or more days during the previous school year, are residents of the District and/or former students of the District, shall be given a preference in hiring to probationary teaching positions if certified and equally qualified for employment with respect to other applicants.

ARTICLE VII - RIGHTS FOR REHIRE

Per diem substitutes teachers who have worked in the District for fifty (50) or more days during the previous school year, shall be given preference in hiring for per diem substitute teaching positions.

ARTICLE VIII - GRIEVANCE PROCEDURE

A. Definition

1. A grievance shall be defined as an alleged violation or misinterpretation of the

P.C.

provisions of this Agreement.

2. Only the Association may be a grievant under this Article.

B. Informal Resolution of Grievances

It is the objective of the District and the Association to encourage the prompt and informal resolution of unit members' grievances as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances.

Stage 1

If an informal resolution of the grievance cannot be reached between the unit members and his/her supervisor, the aggrieved party shall inform the NTA Per Diem Substitute Unit Grievance Chairman who shall be required to file a written grievance within twenty-five (25) school days after the teacher knew or should have known of the act or condition upon which the grievance is based. The Supervising Administrator shall respond in writing within ten (10) working days of the submission of the grievance. If the grievant is not satisfied with the determination of the Supervising Administrator, a written appeal must be filed in the office of the Superintendent of Schools within ten (10) working days after receipt of the Supervising Administrators written decision.

Stage 2

Upon receipt of an appeal from the Stage 1 decision, the Superintendent shall respond in writing within ten (10) working days. If the grievant is not satisfied with the determination of the Superintendent, a written appeal must be filed with the Clerk of the Board within ten (10) working

P.C.

days after receipt of the Superintendent's written decision.

Stage 3

The grievant shall be entitled to make a presentation to the Board or a Committee of the Board. The Board's decision, which shall be final and binding, shall be rendered within fifteen (15) working days of the hearing, or if no hearing is requested, within fifteen (15) working days of the submission of the grievance to the Clerk of the Board.

ARTICLE IX - CREDIT UNION PAYROLL DEDUCTIONS

The District shall implement a credit union payroll deduction for unit members who wish to join the credit union, if practicable, and if at no additional cost to the District.

ARTICLE X - MISCELLANEOUS PROVISIONS

A. This instrument embodies the entire agreement between the parties and may not be altered, except by mutual consent, in writing, signed by both parties.

B. This Agreement shall supersede any rules, regulations or practices and bylaws of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be considered part of the established policies of the Board.

P.C.

C. Any individual agreement or contract between the District or any individual unit member, shall be subject to and consistent with the terms and conditions of this Agreement.

D. The District and the Association agree to refer the issue of covering classes of regular teachers who are absent, during preparation time, to the Labor-Management Committee.

E. 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 XI - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2006 and shall continue in effect through June 30, 2010.

NEWBURGH TEACHERS' ASSOCIATION
PER DIEM SUBSTITUTE UNIT

BY: Philip Cordella
PRESIDENT

BY: [illegible]
SECRETARY

P.C.

NEWBURGH ENLARGED CITY SCHOOL DISTRICT

BY: _____
PRESIDENT, BOARD OF EDUCATION

BY: _____
SUPERINTENDENT OF SCHOOLS

P.C.