

**CONTRACT AGREEMENT**

**Between the**

**HALF HOLLOW HILLS CENTRAL SCHOOL DISTRICT**

**And the**

**HALF HOLLOW HILLS SUBSTITUTE TEACHERS' ASSOCIATION**

**For**

**PER DIEM SUBSTITUTE TEACHERS**

**September 1, 2021 to June 30, 2026**

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**ARTICLE 1**  
**RECOGNITION**

**RESOLVED** that the Board of Education of the Half Hollow Hills Central School District herewith extends recognition of the following described bargaining to the Half Hollow Hills Substitute Teachers' Association.

Bargaining Unit - The bargaining unit shall be defined as those entire per diem substitute teachers employed ten days or more during a given school year by the Half Hollow Hills Central School District.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

The Association acknowledges that the Board of Education and the Superintendent of Schools together have the sole right of management and superintendence of the Half Hollow Hills Central School District. Hence, except as provided herein, the Board of Education and the Superintendent of Schools shall retain all authority, rights and/or obligations imposed upon or accorded to them by law.

**ARTICLE 3**  
**NEGOTIATION PRINCIPLES AND PROCEDURES**

Starting date for negotiations will be March 15<sup>th</sup> immediately preceding the expiration date of the existing contract.

**ARTICLE 4**  
**GRIEVANCE PROCEDURE**

If a member of the unit alleges that his/her rights under a provision of this Agreement have been violated, he/she shall so notify the Union within ten working days from the date on which the alleged violation occurred. The Union shall informally discuss the matter with the Building Principal in an attempt to resolve the grievance. The unit member may, at his/her request, be present at this informal meeting. If the matter is not resolved to the satisfaction of the unit member as a result of the informal discussion and final resolution, he/she may refer the grievance to the District Grievance Panel for discussion and final resolution.

The panel shall consist of the Superintendent of Schools or his designee, the District-wide Administrator, the President and Vice President of the union or their designees. The Union or the Superintendent may request the presence of the Grievant and/or the Building Principal at the panel meeting in which the matter will be discussed. The Grievant will be informed of the final resolution of the matter within ten working days of the meeting of the Panel.

**ARTICLE 5**  
**SUBSTITUTE TEACHER RIGHTS**

A. Evaluations

A unit member shall have the right to receive a copy of a formal evaluation, if any, of his/her completed by any member of the supervisory staff, and shall have the right to have his/her response affixed to the evaluation.

B. District Files

A unit member shall have the right to review the contents of his/her personnel evaluation file with the District-wide Administrator at a mutually convenient time. The unit member shall have the right to have his/her response affixed to any material entered in the District file.

C. Substitute Teacher Handbook

Each unit member will be provided with a handbook containing the administrative procedures of the school, a floor plan of the building fire drill regulations, sign-in procedures and student disciplinary regulations. A copy of the Substitute Teacher Contract will also be given to each substitute on or about his/her first day working in the District by the building administrator or his/her designee.

D. Work Day

1. Unit members employed at the elementary level shall follow the schedule of the teacher whom they are replacing, including lunch, preparation and duty period.
2. At the secondary level, all unit members shall teach for five periods and shall be granted a lunch, preparation and duty period. If a unit member is substituting for a teacher whose regular assignment contains six periods, the unit member shall have a lunch period and one preparation period.

Any permanent, FMLA or long term substitute assigned at the secondary level can be directed to teach six periods, for a maximum of five times a month, for an annual maximum of thirty periods. Effective July 1 2021, any unit member teaching a sixth period, after providing twelve non-paid periods, shall be paid for the 2021-22 school year an additional \$57, for the 2022-23 school year an additional \$57, for the 2023-24 school year an additional \$59, for the 2024-25 school year an additional \$59, and the 2025-26 school year an additional \$59. Any unit member assigned to two or more buildings shall be paid the I.R.S mileage rate traveled, upon the submission of an appropriate voucher.

## **ARTICLE 6**

### **UNION RIGHTS**

#### **A. Notification of Vacancies**

1. The President of the Union will be notified of position openings for certified positions in the School District. Qualified unit members may apply and will be considered for the said vacancies. Consideration shall consist of review of the unit member's application and/or an interview at the discretion of the District-wide Administrator.
2. In the event that a substitute teacher wishes to be notified during the summer of any vacancies for which he/she is certified, said substitute teacher may file such a request with the District-wide Administration Office prior to the end of the school year. Additionally, he/she shall leave a self-addressed stamped envelope for use in notification.
3. The District-wide Administrator shall post all substitute vacancies in June of each year in each building. In addition, vacancies will be posted in June on the District website under Career Opportunities.

#### **B. Dues Deduction**

1. The District will notify the Association of the names, addresses, telephone numbers, and certification areas, starting date, building and assignment if applicable, of all new employees eligible for membership in the Association within 5 school days of start date.
  - a) Members shall be entitled to have membership dues for the Association and its affiliates collected via payroll deduction. Such authorization shall continue from year to year unless revoked in writing by the member. Upon receipt of a written authorization from the member directing payroll deduction, the District shall

deduct and remit the biweekly dues from the regular salary of each employee. For new hires, such deduction is to begin as soon as practicable – no later than 30 days – after the effective date of employment, provided written authorization for payroll deduction has been received.

- b) Should a member who has authorized dues deduction be removed from the District's payroll such employee's membership in the Association shall be continued upon his or her return to the payroll.
2. The Association will certify to the Board, in writing, the current rate of the membership dues of the Association named in Section A above.
  3. No later than October 30 of each year, or as soon thereafter as is practical, the Board will provide the Association with a list of those employees who have voluntarily authorized the Board to deduct dues for the Associations named in Section A above. The Board will notify the Association of any changes in said list.
  4. Any member desiring to have the Board discontinue the deduction he/she has authorized must notify the Board and the Association concerned in writing within the window period of August 1-31 for that year's dues. In the event an employee notifies the District that he or she has revoked his or her membership from the Association, irrespective of payroll deduction status, the District must notify the Association of the member's statement within two (2) business days of the notice provided by the employee to the District.

C. Union Representation

Union representatives, during time they are not on duty, after signing in at a building, may meet with union members during their lunch period.

D. Use of Building

The Union shall have the right to request the use of a school building for its meetings pursuant to applicable Board of Education policy and subject to the approval of the Board of Education.

E. Meetings with District-wide Administrator

The Union President shall have reasonable opportunity to meet the District-wide Administrator to discuss matters of mutual concern.

F. Notices

The union shall have the right to post notices concerning the activities of the Union as same are made available by the Building Principal in the faculty rooms.

G. Union Mailbox

The District shall provide in each building a mailbox for use by the Union.

H. Copies of Contract

The District will supply copies of the Substitute Teachers' Contract to unit members and twenty-five copies to the Union.

**ARTICLE 7**  
**SALARY**

A. Per Diem Schedule

Effective date of signed and ratified Memorandum of Agreement, certified substitute teachers employed by the District shall be compensated at the following rates, based upon the total number of day's service to the District.

<b># days</b>	<b><u>21-22</u></b>	<b><u>22-23</u></b>	<b><u>23-24</u></b>	<b><u>24-25</u></b>	<b><u>25-26</u></b>
<b>1- 75</b>	<b>\$159</b>	<b>\$161</b>	<b>\$163</b>	<b>\$165</b>	<b>\$167</b>
<b>76+</b>	<b>\$177</b>	<b>\$177</b>	<b>\$181</b>	<b>\$183</b>	<b>\$185</b>
<b>90+ days with continuous and consecutive 4 years</b>	<b>\$188</b>	<b>\$188</b>	<b>\$192</b>	<b>\$194</b>	<b>\$196</b>

B. Pay Dates

The Union acknowledges that paychecks for the month of June may be delayed due to the calculation of additional days worked relevant to the salary schedule and movement from one level to another.

C. Call In

In the event a unit member is called to work when a vacancy does not actually exist he/she shall be paid for the full day and assigned to another duty.

D. Snow Day Pay

In the event a unit member is called in on a snow day, he/she shall be paid half the applicable daily rate provided proof is demonstrated that the teacher turned down employment in another district to accept the Half Hollow Hills assignment.

E. Long Term Subs

1. Per diem substitutes who replace the same teacher for ten consecutive days or more shall be paid retroactive to day one, BA, step 1, of the Teachers' Contract. In the event a per diem substitute in an assignment of seven days or more is interrupted and said long term substitute is then assigned back to the original assignment, said substitute will be entitled to retroactive pay to day one, BA, step 1 of the teachers' contract. Days worked in the capacity of a long term substitute teacher shall be counted for higher step placement within a particular school year, and shall be counted for salary step placement as set forth in paragraph A above based upon year to year accumulation.

2. A substitute who provides continuous service in a position for more than ninety work days for the same teacher shall accrue one sick and one personal day for said ninety day period of service and shall be placed on the appropriate step of the teachers' contract salary schedule beginning with day ninety-one in said assignment.

F. A substitute who has worked in the Half Hollow Hills School District for at least four years and who provides continuous service in a position for more than ninety workdays shall accrue one bereavement day. The use of such day shall not be deemed a break in service.

**ARTICLE 8**  
**IN-SERVICE**

Unit members who are directed in writing by the administration to attend district in service programs and/or conference day shall be paid in accordance with the wage rates set forth herein.

**ARTICLE 9**  
**DAMAGE TO PERSONAL PROPERTY**

A. While a substitute teacher is on school property, performing his/her duties, either professional or extracurricular, any damage to or loss of personal property



resulting from vandalism, malicious mischief and/or theft shall be reimbursed by the Board of Education on the basis of replacement cost at the time of loss. If the substitute teacher is entitled to recovery under the terms of this Article, including the exclusions and conditions below, and the substitute teacher has been paid by his/her insurance company, but the amount paid has been reduced by a "deductible". Reimbursement for any of the foregoing shall be subject to the following conditions and exclusions:

▪ Excluded are:

1. Theft of a car, its contents and/or its accessories.
  2. Currency, stocks, bonds and checks.
  3. Items, in one loss, whether by vandalism, malicious mischief, or theft, having a value of less than \$25. (This does not mean there is a \$25 deductible).
  4. Loss recoverable by the substitute teacher through insurance of the substitute teacher in force at the time of the loss.
- B. To be eligible, the substitute teacher shall exercise reasonable care over his/her personal property and shall have obtained written permission to bring covered personal property on school campus.
- C. Maximum liability to the school district shall be \$300 for each occurrence.

**ARTICLE 10**  
**DURATION OF AGREEMENT**

- A. This agreement shall become effective July1, 2021 and remain in effect until June 30, 2026.
- B. This agreement may be amended by mutual consent of both parties, with written evidence of said consent being presented to each party by the other.

**ARTICLE 11**  
**TAYLOR LAW NOTICE**

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.

**ARTICLE 12**  
**RATIFICATION**

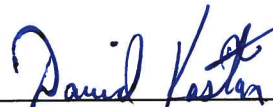
The parties hereby affix their signatures to this Agreement, attesting to its ratification by the Half Hollow Hills Central School District and the Half Hollow Hills Substitute Teachers' Association.

SUBSTITUTE TEACHERS'  
ASSOCIATION



Karen Silvestri, President

BOARD OF EDUCATION  
HALF HOLLOW HILLS CENTRAL  
SCHOOL DISTRICT, TOWNS OF  
HUNTINGTON AND BABYLON



David Kaston, President