

Section 2
The Union Rep's Resources

The Union Representative's Resources

1. Contract (2 copies: 1 for home, 1 for work)
2. Local's Constitution & By-Laws
3. Board/District/Employer Policies
4. Administration Memos
5. Employee Handbook
6. Board Agenda and Minutes
7. Codes of Conduct (Student/Employee)
8. Law and Regulations
9. Health Insurance Summaries & Contribution Rates
10. Welfare or Benefit Trust Information, Forms & Contacts
11. Other Employee Benefits Information
12. Employee Lists (address, phone, email, work location, work hours)
13. Employee Work Schedules
14. Online Resources – www.nysut.org , www.aft.org , www.nea.org , local website
15. Contact info for Elected Representatives (union, local, state & national government)
16. File Cabinet or Other Designated Storage
17. Regional Organizations and Affiliates
18. Important Telephone Numbers
19. Membership Materials
20. Seniority Lists
21. Local's Budget
22. Local's Minutes
23. Local's Newsletters, Notices, Policies, etc.
24. Grievance Forms
25. Grievance Records
26. State and National Affiliate Materials
27. Employee Assistance Program Information
28. Peer Assistance Information
29. Local's Library of Training Materials
30. Civil Service Job Descriptions
31. Retirement System Information
32. Civil Service or State Ed Dept. Contact Info
33. NYSUT Regional Office LRS

Local Union Directory for

Record the building and contact information for each position.

Local President _____	Contact Info: _____ Building: _____
Vice President _____	Contact Info: _____ Building: _____
Treasurer _____	Contact Info: _____ Building: _____
Secretary _____	Contact Info: _____ Building: _____
Other Officers _____	Contact Info: _____ Building: _____
Grievance Chairperson _____	Contact Info: _____ Building: _____
VOTE/COPE Coordinator _____	Contact Info: _____ Building: _____
New Member Coordinator _____	Contact Info: _____ Building: _____
Public Relations _____	Contact Info: _____ Building: _____

NYSUT Tarrytown Regional Office

914-592-4411
520 White Plains Rd,
Tarrytown, NY 10591
@NYSUTTRO
www.facebook.com/nysutTRO/

NYSUT	www.nysut.org
NYSUT Member Benefits	http://memberbenefits.nysut.org
AFT	www.aft.org
NEA	www.nea.org
Teachers Retirement System	www.nystrs.org 518-447-2900
NYS Employees Retirement	www.osc.state.ny.us/retire/ 518-474-7736

Haldane Faculty Association

Quick Contract Guide

Introduction

Welcome to a quick walk through the Haldane Faculty Association / Haldane Central School District collective bargaining agreement (a.k.a Our Contract) This agreement is in effect from July 1, 2003 through June 30, 2006. This guide is to help you with the most frequently asked questions about our contract. It does NOT serve as a replacement for the thorough and detailed wording of each specific article in the contract.* Ask your Building Representative, or any member of the Executive Board, if you have any concerns about your protected rights under this agreement.

*NOTE: We are still in the process of finalizing and printing the new contract.

Haldane Faculty Association Executive Board

President: Tom Casey

Vice-President: Christine Comerford

Chief Negotiator: Mark Patinella

Treasurer: Susan Petroccione

Corresponding Secretary: Nancy Martinez

Recording Secretary: Beth Kennedy

Grievance (Elementary): Deb Peterson

Grievance (High School): John Keller

NYSUT Delegate: Cheryl Saposnick

Building Representatives

Catherine DeRosa (Elementary K-3)

Julie Russell (Elementary 4-6)

Jean Cendali (Elementary Specials)

Kathy Robb (9-12)

Tom Locascio (H.S. Specials)

Carolyn McLaughlin (Jr/Sr H.S. Special Ed.)

Donna Summers (Jr/Sr H.S. Teaching Assistants)

Johanna Rupp (Elementary Teaching Assistants)

Anne Kane (Jr. High)

Gail Kroener (Elementary Special Ed.)

Haldane Trust Fund Trustees

(this is the group that administers the Dental & Optical benefits)

Alison Casey

Lori Isler

Phil D'Amato

The Contract

*Where necessary we have differentiated between teachers & teaching assistants.

School Year/Work Day/Hours Teaching Load

School Year:

The length of the work year for Teachers & Teaching Assistants is 185 days (this includes 4 snow days). In addition all teachers must participate in 7 hours of noncompensatory inservice/professional time.

Work Day Hours:

The official hours for full time employees is as follows:

High School Teachers: 7 hours 25 minutes

Elementary Teachers: 7 hours

Teaching Assistants: 7 hours

Teaching Load:

High School: 25 instructional periods per week

Elementary: guaranteed 30 minutes uninterrupted prep time and a 30 minute uninterrupted lunch period.

Teaching Assistants: guaranteed 30 minutes uninterrupted prep time and a 30 minute uninterrupted lunch period.

Health Benefits/Absences/Leaves

Health Insurance:

The district will pay 92.5% of the cost of the health insurance for full time teachers. The district has several plans that you may choose from.

Shared Savings Plan:

If you decide not to receive Health Insurance from the district you may be eligible to receive a portion of the money that would have been used to pay for your health insurance.

Haldane Trust Fund:

The district contributes to this fund, which the HFA uses to provide Dental & Optical insurance for both teachers & teaching assistants. For more information regarding Dental & Optical benefits you should contact one of the Trust Fund Trustees.

Sick Leave:

Teachers:

Non-Tenured: 10 days per year

Tenured: 15 days per year

Teachers may accumulate a maximum of 180 sick days

Teaching Assistants:

Less than 3 years of service: 10 days per year

3 years & more of service: 15 days per year

Teaching Assistants may accumulate a maximum of 100 sick days

Personal Days:

Teachers & Teaching Assistants receive 3 personal days a year (unused personal days do not carry over to the next year). These days are used at the discretion of the teacher. However, personal days may not be used to extend a vacation or holiday without prior written approval of the superintendent.

Emergency Leave:

Teachers & Teaching Assistants receive 3 emergency days a year (unused emergency days do not carry over to the next year). Emergency days are different than personal days, they are unplanned & unavoidable. **Emergency days are granted at the discretion of the Superintendent.**

Grievance Procedure

A grievance is defined as any alleged violation of the contract. The contract provides for a formal process to remedy grievances. If you believe you have a grievance you should notify your building representative. It is important that you notify your building representative as soon as you become aware of the grievance, because there are time limits for filing a grievance. Most grievances are resolved in the early informal stages of the grievance procedure.

School Employee Absenteeism

Misconception vs. Reality

The Misconception

Some school employees believe that the number of sick leave days in their contracts is an entitlement. They believe that the standard for poor attendance is using more sick days than the contractual allocation. Any number of absences up to that is o.k. NOT SO!

Excessive absence by teachers or teaching assistants is grounds for discipline under section 3020-a of Education Law. Some 3020-a panel decisions are appealed to the Commissioner. Decisions by the Commissioner set the tone and standard for 3020-a panels.

The Reality

Case Studies

One important Commissioner's decision in the area of excessive absence was rendered in June 1988, in Matter of Board of Education of the West Babylon UFSD. In this case the teacher was charged with incompetency and misconduct due to excessive absence. The teacher was absent 234 days out of 461 from April 1982 to November 1984. The Commissioner held that the absences were the result of a legitimate disability (here, a back injury). Nevertheless, a one-year suspension was administered as the Commissioner applied the well-settled rule that an employee whose physical condition results in absences which are so numerous as to seriously impair his/her effectiveness as a teacher is subject to the charge of incompetence. This had been previously established in Matter of Three Village CSD. The Commissioner noted in the West Babylon case that the discipline was not punitive, but rather a safeguard to ensure that the education of pupils was not disrupted.

In Appeal of Board of Education of Plainview - Old Bethpage CSD, the Commissioner discussed the impact of teacher absence on students. In this case, the teacher was charged with incompetence for being absent 23 days in 1978-80, 40 days in 80-81 and 162 days during 81-82. The result of the absences was that the district had to hire eight different substitute teachers, of whom five were not certified. Further, the principal testified that the instructional program was seriously affected by such numerous absences of a teacher.

At a Glance

- The determination of whether school employee absences are excessive is not based on the validity of the excuse.
- The major consideration is the education of the students, thus the factors to weight are:
 1. Number of absences
 2. Impact of the absences on students
- The impact on students is heightened by the disruptions that necessarily follow from the use of substitute teachers.

Case Studies

The question of whether the teacher's absence involved malice or willfulness or malingering has not been spoken to directly, but it has been referred to in several cases. In Appeal of Board of Education of New York City, the Commissioner drew a line between willful absences and those due to illness. He distinguished between the types of absences by stating that while dismissal or suspension may result from a teacher being physically or mentally unable to carry on his/her teaching duties, the rationale is to ensure that the students will be afforded a continuous education. A fine, however, is punitive measure, and therefore inconsistent with that rationale. It is clear from the reasoning that punitive measures (i.e. fines) might be appropriate if excessive teacher absences were deemed to be the result of malfeasance.

The Commissioner indicates in Matter of Board of Education of City of New York that the key to what constitutes malfeasance is a pattern of excessive absence or lateness. The teacher in this case was absent 110 times between December 1980 and June 1982. Many of the teacher excuses were characterized as "wholly lacking credibility and as not warranting the extent of absence involved". Further, the teacher had a tendency toward lateness and was warned that this was "unprofessional". The Commissioner ordered that the teacher be dismissed.

Regarding tardiness, in Board of Educ. of the City School District of the City of New York (Corday), 22 Ed. Dept. Rep 247 (1982), the charged teacher was found guilty of excessive tardiness over the course of three school years. The Commissioner stated that he would have upheld a penalty of dismissal if the appeal had not been untimely and opined that:

"An employer has a basic entitlement to expect an employee to report to work at a time set for the beginning of the work day and may certainly insist that the employee do so, without demonstrating some special detriment resulting from the employee's tardiness. In cases of occasional lateness or absence, disciplinary action might appropriately be moderate; where those instances are numerous as in respondent's case, a sever penalty is called for."

- Excessive absence may result in dismissal or suspension, although this action is not as a punitive measure, but rather as a protection for students.
- Punitive actions (i.e. fines) may be taken in the case of absences caused by malfeasance.
- A pattern of suspicious absenteeism will invite closer scrutiny of the school employee's record and the appropriate punitive measures.

Excessive tardiness is grounds for disciplinary action under Education Law 3020-a.



Harry Wilson
NYSUT LRS
Elmsford R.O.

At a Glance