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Contract Database Metadata Elements

Title: **Schenectady City School District and School Alliance of Substitutes in Education, NYSUT, AFT, AFL-CIO, Local 4805 (1995)**

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Schenectady City School District And
School Alliance Of Substitutes

AGREEMENT

between the

SCHOOL ALLIANCE OF SUBSTITUTES IN EDUCATION

and

CITY SCHOOL DISTRICT

of the

CITY OF SCHENECTADY, NEW YORK

For the Period

September 1, 1995

to

August 31, 2000

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ARTICLE I
RECOGNITION AND DEFINITIONS

1.10 Recognition

For the purposes of collective negotiations, the Board of Education of the Schenectady City School District, hereby recognizes the School Alliance of Substitutes in Education (hereinafter referred to as the Alliance) as the exclusive representative of all per diem substitute teachers.

1.20 Philosophy

The Board of Education 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 of Education and the Alliance recognize that the interests of public education will best be 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.

1.30 Definition

- 1.31 Superintendent: The Superintendent of Schools of the Schenectady City School District.
- 1.32 Substitute Teacher: Per diem substitute teachers.
- 1.33 Certified Substitute Teacher: A per diem substitute teacher provisionally or permanently certified to teach in the public schools of New York State. Included are teachers who hold certificates of qualification.
- 1.34 Uncertified Substitute Teacher: A per diem substitute teacher not provisionally or permanently certified to teach in the public schools of New York State.
- 1.35 School District: The Schenectady City School District.
- 1.36 Board: The Board of Education of the Schenectady City School District.
- 1.37 Alliance: The School Alliance of Substitutes in Education, Local 4805 of the New York State United Teachers, AFT, AFL-CIO.

- 1.38 **School Year**: The period commencing on the first day of September in each year and ending on the thirty-first day of August next.
- 1.39 **Schools**:
- 1.39.1 **Elementary Schools**: The administrative unit referring to grades Pre K-5 in the Elementary Schools and grade 6 in the Middle School.
- 1.39.1 **Secondary Schools**: The administrative unit referring to grades 7 and 8 in the Middle School and grades 9-12 in the High School.
- 1.40 **Supervisor**: Anyone in a supervisory capacity such as Superintendent, Assistant Superintendent, Principal, Assistant Principal, or District Department Head.

**ARTICLE II
EMPLOYMENT**

- 2.10 It is the intention of the District to employ substitute teachers who possess certification in the area in which the vacancy exists. If the District is unable to locate a substitute teacher meeting the above criteria within the time constraints available, the District will attempt to employ a substitute teacher possessing certification in another area, who has demonstrated a satisfactory level of performance.
- 2.20 If the District is unable to locate a certified substitute teacher within the time constraints available, the District will attempt to employ a non-certified substitute teacher.
- 2.30 The work day for substitute teachers shall be the "school day" as defined in the Collective Bargaining Agreement with the Schenectady Federation of Teachers. The work load for the substitute teacher shall be the same as the work load of the teacher being replaced. The District may vary the work load of a substitute teacher if the substitute is notified in advance or at the time the substitute reports for work.
- 2.40 When it is known in advance of the first day's absence that a regular teacher is to be absent for two or more consecutive days, effort will be made to employ the same substitute for each day provided the substitute has demonstrated a level of performance that, in the judgement of the District, is satisfactory.
- 2.50 The District will attempt to give substitute teachers advance notice of assignments. If not possible, an extension of arrival time will be granted. When advanced notice is given, the substitute teacher will report at the start of the "school day" as defined in the Collective Bargaining Agreement with the Schenectady Federation of Teachers. Failure to comply may result in deletion from the Active Substitute List.
- 2.60 When a substitute teacher is called by the District and shows up for the assignment, the substitute will be paid for the assignment. If the assignment is reduced or eliminated, the substitute will be assigned to other duties for the duration of the "school day."
- 2.70 In the event that school is closed in advance of its normal starting time, the substitute should not report to work and will not be paid. It is the responsibility of the District to announce school closings and the responsibility of substitutes to make themselves aware of any such closings.

Announcements will be broadcast over radio stations WGY and WROW.

- 2.80 Substitute teachers are expected to comply with and enforce all rules and procedures as outlined in School Board Policy and District handbooks as they relate to students, classrooms and building activities. A copy of the School Board Policy and District handbooks will be available for substitutes to review.
- 2.81 Substitute teachers will receive the following information once their application has been completed and accepted: payroll information, work hours, District procedures for calling substitutes, school year calendar and building phone numbers.
- 2.82 When substitute teachers report to work, they will receive lesson plans for the day, classroom roster(s) and a class schedule.
- 2.83 Substitute teachers who desire information about participation in the New York State Teachers Retirement System should contact the Personnel Office.

**ARTICLE III
EMPLOYEE EVALUATION**

3.10 Purpose

The purpose of employee evaluation shall be to evaluate employee performance with the primary objective of improving the quality of instruction. All evaluations shall be in writing on a standard evaluation form provided by the District. The criteria for evaluation is not a mandatory subject of negotiation between the parties.

3.10 Evaluation Procedure

3.11 Orientation

Upon request, an employee shall be presented with the standard evaluation form and procedures.

3.12 Frequency of Evaluations

1. An employee may request an evaluation by submitting such request, in writing, to the employee's appropriate supervisor.
2. The evaluation will be scheduled by the evaluator at the earliest opportunity.

3.13 Conferences

1. All evaluations will be preceded by a meeting between the employee and the evaluator to explain the objectives of the evaluation.
2. Within five school-days after an evaluation, there will be a meeting between the employee and the evaluator. The employee shall be given a copy of the evaluation report prior to the meeting. Should deficiencies be recorded in the performance of the employee, the employee will be provided with specific, reasonable, written recommendations for improvement.

3.14 Reply

Any written reply made by the employee shall be attached to and made a part of the evaluation report.

**ARTICLE IV
VACANCIES**

- 4.10 Substitute teachers who have been employed by the District for 25 days or more, in a given school year, and who have filed an application for permanent employment will be considered for any vacancy for which they are certified. It is the obligation of the substitute to be sure that the information contained in the application is complete, current and accurate.
- 4.20 The District will give serious consideration for permanent employment to any substitute teacher who meets the above criteria, and who has received positive recommendations for a particular vacancy from at least one district supervisor or building principal as the case may be, and the building principal of the school where the vacancy exists.

**ARTICLE V
SALARIES**

5.10 Salary

Substitute teachers will be paid on a per diem basis according to the following schedule:

Year	Certified Substitute Teachers	Uncertified Substitute Teachers
7/31/95-10/11/95	\$63.00	\$60.00
10/12/95-1/31/97	\$67.00	\$63.00
2/1/97-6/30/98	\$70.00	\$66.00
7/1/98-6/30/99	\$74.00	\$68.00
7/1/99-6/30/2000	\$77.00	\$70.00

- 5.20 A substitute teacher who is employed at the High School to teach one or two modules will be compensated at the rate of one-half (1/2) of the per diem rate. A substitute teacher who is employed at the High School to teach three or more modules will be compensated at the full per diem rate. The District will compensate a substitute teacher who is employed at the High School at the full per diem rate when the substitute teacher's assignment is distributed over the entire school day.

All other substitute teachers who are employed for less than a full day shall be compensated as follows: a substitute who is employed for fifty-one percent (51%) or more of the school day shall be compensated at the full per diem rate and a substitute who is employed for fifty percent (50%) or less of the school day shall be compensated at a rate of one-half (1/2) of the per diem rate.

The District may require any substitute teacher compensated at the full per diem rate to perform services and duties, including but not limited to teaching three or more modules, for the full school day. The District may require any substitute teacher compensated at the rate of one-half (1/2) of the per diem rate to perform services and duties, including but not limited to teaching one or two modules, for one-half of the school day.

- 5.30 Effective 7/1/95: After 35 consecutive days in the same assignment in a school year, substitutes will be paid a per diem of 1/200 of the salary designated on step 1 of schedule 1 (B.A.) or 2 (M.A.) of the SFT contract, depending on educational obtainment. Substitutes will not be paid any retroactive pay or holiday pay for the prior 35 days of substitute service.

Effective 7/1/96: After 30 consecutive days in the same assignment in a school year, substitutes will be paid a per diem of 1/200 of the salary designated on step 1 of schedule 1 (B.A.) or 2 (M.A.) of the SFT contract, depending on educational obtainment. Substitutes will not be paid any retroactive pay or holiday pay for the prior 30 days of substitute service.

Effective 7/1/97: After 25 consecutive days in the same assignment in a school year, substitutes will be paid a per diem of 1/200 of the salary designated on step 1 of schedule 1 (B.A.) or 2 (M.A.) of the SFT contract, depending on educational obtainment. Substitutes will not be paid any retroactive pay or holiday pay for the prior 25 days of substitute service.

**ARTICLE VI
ALLIANCE RIGHTS AND RESPONSIBILITIES**

- 6.10 The Schenectady City School District agrees to deduct dues or agency fee from the salaries of substitute teachers in the unit represented by the Alliance.
- 6.20 The deduction will be at the rate of one dollar (\$1.00) for each more than half-day worked; fifty cents (\$.50) for each one-half or less 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.
- 6.30 In accordance with Civil Service Law §208(3)(b), the District shall deduct from the wages or salary of members of the bargaining unit who are not members of the Alliance an amount equivalent to the membership dues which would be levied by the Alliance against that employee if the employee were an Alliance member, and shall transmit the sum so deducted to the Alliance, following the same procedures for dues deductions.
- The Alliance affirms that it maintains a policy and procedure for refund of agency fee deductions comporting with the Constitutional and statutory rights of public employees, and will comply with any future revisions, modifications, or additions to relevant governing laws, rules or regulations.
- 6.40 The Alliance will indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the District in reliance upon agency fee deductions or dues deduction authorization cards furnished by an employee and/or the Alliance.
- 6.50 Members of the bargaining unit represented by the Alliance may participate in District staff development activities if enrollment in courses permits.
- 6.60 The Alliance agrees to prepare a sufficient quantity of this collective bargaining agreement for the District's use at no cost to the District.
- 6.70 The District agrees to make copies of this agreement available in all buildings of the District for substitute teachers.

**ARTICLE VII
GRIEVANCE PROCEDURE**

7.10 Initiation

7.11 If the Alliance believes that there has been a violation, misinterpretation or inequitable application of the provisions of this Agreement, the Alliance may file a formal complaint on behalf of the aggrieved employee or employees. Such grievance shall specify the nature of the grievance, including the section of the Agreement that was allegedly violated.

7.12 The grievance must be submitted, in writing, to the appropriate administrator within fifteen school-days from knowledge of the occurrence, or when the Alliance should have had knowledge. Such administrator may be a building principal, program director, school district director or the employee's immediate supervisor. Failure to submit the grievance within said fifteen school-days shall make the grievance ineligible for appeal under this Article or any other procedure.

7.13 Within five school-days after receiving the grievance, the appropriate administrator shall meet with the aggrieved employee(s) and the appropriate representative of the Alliance. Within ten school-days after said meeting, the administrator shall issue a written response to the grievance.

7.20 Appeal

7.21 If the Alliance is not satisfied with the response to the grievance at Step One, the Alliance may submit the matter to the Superintendent of Schools. The appeal must be submitted, in writing, within fifteen school-days from receiving the Step One response, or when the Step One response should have been received. Failure to submit the appeal within said fifteen school-days shall make the grievance ineligible for further appeal under this Article or any other procedure.

7.22 Within ten school-days after receiving the appeal, the Superintendent of Schools, or the Superintendent's designee, shall meet with the aggrieved employee(s) and the designated representative of the Alliance. Within fifteen school-days after said meeting, the Superintendent of Schools, or the Superintendent's designee, shall issue a written response to the grievance. Said response shall be given to the President of the Alliance.

7.30 Mediation/Arbitration

- 7.31** If the Alliance is not satisfied with the response to the grievance at Step Two, the District and the Alliance shall submit the matter for resolution by filing a joint request for staff mediation-arbitration (Med/Arb) with the New York State Public Employment Relations Board in accordance with its rules and regulations. The initial request from the Alliance for Med/Arb must be submitted to the Superintendent of Schools, in writing, within thirty calendar-days from receiving the Step Two response or when the Step Two response should have been received. Failure to make the initial request within said thirty calendar-days shall make the grievance ineligible for Med/Arb or any other appeal and the case will be deemed to be closed.
- 7.32** All decisions rendered in such Med/Arb shall be final and binding upon both parties. The parties agree that interpretation of the express provisions of this Agreement may require examination of the administration of those provisions. However, this shall not imply that such examination gives rise to a substantive benefit not provided in this Agreement. Further, no arbitrator functioning under the procedures set forth in this Agreement shall have any power to amend, modify or delete any provisions of this Agreement.
- 7.33** The Med/Arb fees shall be shared equally by the Alliance and the District.
- 7.40** There shall be no paid leave time for the purpose of investigating and presenting a grievance. All meetings and hearings will be scheduled after the regular school day.

**ARTICLE VIII
MISCELLANEOUS**


- 8.10 The provisions of this agreement become effective on September 1, 1995, and remain in full force and effect until August 31, 2000.
- 8.20 If any provision of this agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such a provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 8.30 Any existing District policy affecting terms and conditions of employment of substitute teachers will continue to remain in effect unless specifically altered by this Agreement.
- 8.40 The District retains all rights not affected by any provisions of this Agreement as long as the District does not violate the rights of the Alliance or its members as guaranteed by statutory provisions of the State and such other rules and regulations as are promulgated by the Commissioner of Education, the legislature and the courts.
- 8.50 The provisions contained herein constitute the entire agreement between the parties and shall supersede all previous communications, representations or agreements, either written or oral, between them with respect to the subject matter hereof.

Both parties acknowledge that they had full opportunity during the negotiations prior to the execution of the agreement to make any demands and proposals. There is no obligation on either party to negotiate over salaries or any other term or conditions of employment for the period September 1, 1993 through August 31, 1995.

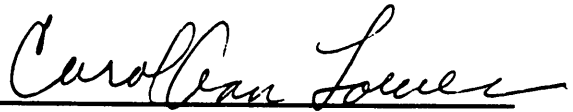
- 8.60 **IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

IN WITNESS THEREOF, the parties hereto have hereunder set their signature on this ___ day of October, 1995.

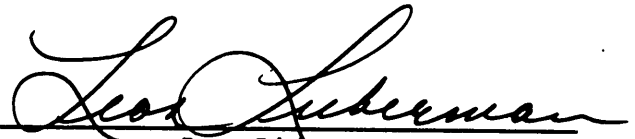
Schenectady City School District
by:


Raymond Colucciello
Superintendent of Schools

School Alliance of Substitutes in Education
by:


Carol Ann Lowes
President


Edna Lake
President, Board of Education


Leon Lieberman
Chief Negotiator