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#### **Contract Database Metadata Elements**

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TSUB | 5877

NEGOTIATED AGREEMENT  
BETWEEN THE  
SUPERINTENDENT OF SCHOOLS  
OSWEGO CITY SCHOOL DISTRICT

AND THE

OSWEGO CLASSROOM TEACHERS ASSOCIATION

ON BEHALF OF THE

OSWEGO PER DIEM SUBSTITUTE TEACHERS



FOR THE SCHOOL YEARS

7/1 6/30  
2005 - 2012

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

NOV 23 2009

**ADMINISTRATION**



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## ARTICLE I

### REPRESENTATION

- 1.1 The bargaining unit shall include each per diem substitute teacher who receives from the Oswego City School District an assurance of continuing employment in conformance with Civil Service Law S201.7(d) for the duration of the period covered by such assurance, subject to dismissal or resignation. It shall also include teachers of homebound students as defined in Article II as well as tutors\* in the English as a Second Language Program.
- 1.2 The bargaining unit shall also include all others who are employed by the District as per diem substitute teachers commencing with the first day of service actually rendered and continuing for the duration of the current fiscal year.
- 1.3 Bargaining unit members who commence employment as a Teacher, Regular Substitute Teacher or Long Term Substitute Teacher, as such terms are defined herein, shall be excluded from representation as a Oswego Per Diem Substitute Teacher for the entire duration of their service as a Teacher, Regular Substitute Teacher or Long Term Substitute Teacher.
- 1.4 All other employees of the District are excluded.
- 1.5 Agency Fee: The District shall deduct from the salary of each bargaining unit member who is not a member of the Association a service fee each pay period as a contribution toward the administration and representation of this agreement for such employee. The service charge, which shall be payable and forwarded to the Association, shall be an amount equal to the Association's regular dues for Per Diem Substitute Teachers.

\*NOTE: The Superintendent of Schools has complete discretion in the hiring and placement of tutors in the English as a Second Language Program.

## ARTICLE II

### DEFINITIONS

- 2.1 Per Diem Substitute Teacher shall refer to members of the bargaining unit.
- 2.2 District shall refer to the Oswego City School District.
- 2.3 Administration shall refer to supervisory employees of the District including but not limited to building principals, assistant principals, and central office administrators when acting within their normal area of responsibilities.
- 2.4 Superintendent shall refer to the Superintendent of Schools or any person designated by the District to act on behalf of the Superintendent of Schools.
- 2.5 Long Term Substitute Teacher is as defined in accordance with the current Oswego Classroom Teachers Association negotiated agreement.
- 2.6 Regular Substitute Teacher is as defined in accordance with the current Oswego Classroom Teachers Association Negotiated Agreement.

- 2.7 Teachers of Homebound Students are those who provide instruction to students normally in settings other than in the school buildings as the result of:
1. Long-term illness or injury.
  2. Superintendent's hearings.
  3. Action by the Committee on Special Education.

2.8 Work Day

1. Elementary (K-6): Full day, 8:35 a.m.-3:45 p.m.

Midpoint for determining half-day pay is 12:00 noon.

2. Middle and High School: Full day, 7:25 a.m.-2:35 p.m.

Midpoint for determining half-day pay is 11:00 a.m.

**ARTICLE III**

**COMPENSATION**

- 3.1 Effective September 1, 2008, except as otherwise provided in 3.4 below, for each full day of per diem substitute teaching service, Oswego Per Diem Substitute Teachers will be paid **\$105** per day if holding NYS Certification as a teacher and **\$85** per day for uncertified substitute teacher.
- 3.2 Bargaining unit members who work as per diem substitute teachers in the District in excess of 20 days in a school year (September 1-June 30) shall earn the rate reflected below retroactive to the first day of service rendered in that school year.
- 3.3 Bargaining unit members who work as per diem substitute teachers in the District in excess of 50 days in a school year (September 1-June 30) shall earn the rate reflected below retroactive to the first day of service rendered in that school year.

<u>7/2008-6/30/2010</u>	<u>Per Diem Rate</u>
Days 20.1 - 50	\$110 certified (\$90 uncertified)
Days 50.1+	\$117.50 certified (\$97.50 uncertified)

<u>7/2010-6/30/2012</u>	<u>Per Diem Rate</u>
Days 20.1 - 50	\$115 certified (\$95 uncertified)
Days 50.1 +	\$122.50 certified (\$102.50 uncertified)

- 3.4 Effective July 1, 2010, for each full day of per diem substitute teaching service, Oswego Per Diem Substitute Teachers will be paid **\$110** per day if holding NYS Certification as a teacher and **\$90** per day for uncertified substitute teachers.
- 3.5 The wage rates for summer school Oswego Per Diem Substitute Teachers effective September 1, 2008, shall be \$82.00 (\$66) for each summer session through 2012. The wage rates for summer school Oswego Per Diem Substitute Teachers effective September 1, 2010, shall be \$86.00 (\$70) for each summer session. (This is based upon a calculation of .39 of the regular per diem rate stated in Paragraph 3.1 of this Article for each two (2) hour class of summer school teaching.)

Wage rates for lesser or greater summer school per diem teacher assignments shall be a pro-rated portion of the daily rate cited above.

Per diem substitute teachers who are requested by the District to participate in an "observation capacity" prior to assuming regular or long-term substitute teaching positions shall be paid their appropriate per diem salaries for each full day of such "observation."

3.6 Call In Pay and Emergency Days

3.6.1 Oswego Per Diem Substitute Teachers erroneously called to work by the District shall be paid for a minimum of one-half of a day and will be given appropriate work by the Administration for one-half of a day. Should a per diem substitute choose not to stay, it is understood that no pay will be due.

3.6.2 Any substitute not allowed to teach by virtue of any emergency which causes a closing of the schools will result in unit members who were already scheduled to work being paid. "Already scheduled to work" means called at least the day previous to the snow or other emergency day by the District's substitute teacher caller.

3.7 FICA deductions will be made for each substitute in accordance with federal statutes.

3.8 Orientation Day: Substitute teachers shall be notified of and provided with an opportunity to attend, with pay, any orientation day held to acclimate substitute teachers at the commencement of the school year. The District reserves the right to establish the content and program of the orientation day.

3.9 Salary Payment: Incorrect payment of substitute teachers or teachers of the homebound salaries due to an administrative or clerical error shall be corrected by a payment for the balance due within 24 hours of notification to the payroll office of the error, whenever practical. Salary payment for unit work performed shall be made to the unit members within eight (8) business days after the payroll cycle.

**ARTICLE IV**

**HEALTH AND DENTAL INSURANCE**

A unit member who worked a minimum of twenty (20) days during the previous school year or who has worked twenty (20) days during the current school year may choose to participate in the Group Health Insurance Plan and/or Dental Plan offered by the District at his or her own proper cost and expense, with no contribution on the part of the district. Per Diem substitute teachers shall be provided the opportunity to pay the District for such health insurance coverage on a monthly basis. Payments must be made on a timely basis. If not, participation shall cease and the unit member will not be allowed to participate for six months.

When a unit member has worked the minimum 20 days for five (5) consecutive years he/she may choose to participate in the Group Health Insurance Plan and/or Dental Plan offered by the District at his/her own proper cost or expense, with no contribution on the part of the District, thereafter, regardless of the number of days he or she works.



**ARTICLE V**

**VACANCIES**

- 5.1 Notices of all openings for Teaching and Regular Substitute Teaching positions within the District and for administrative and supervisory positions shall be conspicuously posted in the main office and the faculty room of each building and sent to the President of the Oswego Classroom Teachers Association and the Chairperson of the Per Diem Substitute Teachers Unit. Any vacancies/notices requested in writing by an employee by June 30 of any school year shall be mailed over the summer to the employee requesting them.
- 5.2 At the conclusion of each school year, the Director of Personnel will submit to all of the building principals, department chairs, and other administrators a list of per diem substitute teachers who have worked for the District for three (3) or more years and request that those teachers be provided interviews and given consideration for permanent teaching positions and regular and long-term substitute positions.

**ARTICLE VI**

**SICK LEAVE**

A substitute teacher who is employed for a thirty (30) days or more in the same assignment shall accumulate sick leave benefits at the rate of one day for each twenty (20) days employed and personal leave at a rate of one-half (1/2) day for each twenty (20) days of service. A long-term substitute teacher may accumulate sick leave to a maximum of thirty (30) days. A substitute teacher shall forfeit all accumulated sick leave if not employed as a long-term or regular substitute teacher or probationary teacher for a period of one year following the last date of employment.

**ARTICLE VII**

**SUBSTITUTE TEACHER DUE PROCESS**

- A. No substitute teacher with less than three years of substitute teaching experience in the District shall be removed from the substitute teacher list or denied employment as a substitute teacher unless the following procedure has been undertaken:
1. Perceived deficiencies in the performance of a substitute teacher shall be submitted in writing by the classroom teacher for whom the substitute served or by a building principal to the Director of Personnel.
  2. The Director of Personnel shall then notify the chairperson of OCTA II and the president of OCTA and will also notify the substitute teacher of perceived deficiency.
  3. The OCTA II chairperson or designee will discuss the perceived deficiency with the substitute teacher.
  4. The substitute teacher shall be provided the opportunity to meet with the individual(s) expressing the deficiency and to be represented by the OCTA II chairperson or designee in an effort to resolve the matter.

5. Should the above meeting fail to resolve the matter, the substitute teacher may present his/her case (with or without a representative) to the Director of Personnel, who shall submit his/her findings and recommendations to the Superintendent of Schools for a final determination as to the status of the substitute teacher relating to the substitute teacher list.
- B.
1. No substitute teacher with three (3) years of substitute teaching experience in the District and with at least twenty (20) days of substitute teaching service within each of those three (3) years shall be dismissed from substitute service except after a review in the manner heretofore outlined above in A., and if the matter is not satisfactorily resolved by appeal to the Superintendent, then the substitute teacher may appeal said denial to the Board of Education for its final review and determination.
  2. Nothing herein shall be construed to grant a right of submission of any controversy regarding dismissal and disciplining of a substitute as outlined in Section B.1. above to arbitration, binding or otherwise.

## **ARTICLE VIII**

### **PAYROLL DEDUCTIONS**

- 8.1.1 For unit members who properly execute and file an appropriate Association dues authorization certificate with the School District Treasurer, the District will deduct from the daily wages for each day worked a stipulated amount and transmit said amount to the Association designated on the authorization certificate on not less than a monthly basis.
- 8.1.2 Deduction shall commence with the payroll period first following receipt of the authorization certification.
- 8.1.3 Deduction shall conclude at such time as the entire stipulated amount has been deducted, or at the end of the current school year, or upon receipt of notice to discontinue deductions given by a bargaining unit member to the School District Treasurer.
- 8.1.4 Deduction authorization certificates acceptable to the School District Treasurer will be provided by the Association.

## **ARTICLE IX**

### **UNIT ROSTERS**

The District will provide for the Association, in September and January of each school year, a current list of the names of Oswego Per Diem Substitute Teachers and Teachers of the Homebound and their certification areas. In addition, upon request, the District will provide a quarterly updated and corrected list of current bargaining unit members in the District, their certification status, the number of days worked in that month by each substitute teacher and the names of the regular teachers whom they replaced.

## **ARTICLE X**

### **SUBSTITUTE TEACHER HANDBOOK & COPIES OF NEGOTIATED AGREEMENT**

Bargaining unit members, at the time of their approval by the Board of Education, shall be provided by the District with a copy of the most recent Negotiated Agreement and the Substitute Teacher Handbook. Copies of both the Negotiated Agreement and the Handbook will be available in the District's Personnel Office for perusal by applicants for bargaining unit employment.

A committee consisting of two (2) substitute teachers appointed by the Chairperson of the Per Diem Substitute Teachers, two (2) regular classroom teachers appointed by the President of the Oswego Classroom Teachers Association, and the Director of Personnel shall be formed annually to review and make recommendations regarding the Official Substitute Teacher Handbook of the District, and to attempt to do so prior to August 1 of each year.

## **ARTICLE XI**

### **WORKSHOPS, CONFERENCES, IN-SERVICE SESSIONS**

The District shall notify, at least ten (10) days in advance in writing, the President of the Oswego Classroom Teachers Association and the Chairperson of the Per Diem Substitute Teachers Unit of any pertinent workshops, conferences, in-service sessions for substitute teachers and whether such substitutes may attend such workshops, etc. on a paid or unpaid basis. The district shall also post such notices at that time in the faculty room and main office of each building.

## **ARTICLE XII**

### **SUBSTITUTE TEACHER CALLING SERVICE**

The parties agree to meet twice a year for the purpose of reviewing any problems or concerns with regard to the "calling" of substitute teachers. The meeting shall be attended by the Director of Personnel, the President of the Oswego Classroom Teachers Association, the Chairperson of the Per Diem Substitute Teachers Unit, and the person(s) responsible for calling substitute teachers for employment.

## **ARTICLE XIII**

### **TUTOR OF HOMEBOUND AND SCHOOL BASED STUDENTS**

- 13.1 Tutors of Homebound Students and School Based Students shall be paid **\$24.00** per hour for each hour of instruction for the 2008-2009 and 2009/10 school years, and **\$25.00** per hour for the 2010-2012 school years.
- 13.2 Teachers of homebound students shall be paid their pro rata rate for any and all District employment, including Superintendent hearings and any other District-required or requested duties and responsibilities.
- 13.3 Should students be sick, absent, or otherwise unavailable when the teacher of homebound students visits the site, the teacher shall nevertheless be reimbursed for mileage.
- 13.4 No teachers of homebound students shall be required or requested to use their personal vehicles to transport such students for any purpose whatsoever. Furthermore, no teachers of homebound students shall be requested or required to provide the use of their own

homes or living quarters for instruction of such students.

- 13.5 Prior to the first on-site visit to a homebound student, teachers shall be provided a written report as to the reasons homebound instruction is necessary for said student.

## **ARTICLE XIV**

### **GRIEVANCE PROCEDURE**

#### **14.1 Definitions**

14.1.1 Grievance shall mean any claimed violation (misinterpretation, misapplication, or improper application) of the terms and conditions of this agreement.

14.1.2 Grievant shall mean any individual Oswego Per Diem Substitute Teacher or Teacher of the Homebound, group of per diem substitute teachers and/or the Oswego Classroom Teachers Association when, and only when, it is a probable matter of collective concern.

#### **14.2 Grievance Procedure**

14.2.1 A grievant who believes that the terms of this collective bargaining agreement have been breached is encouraged to initiate informal resolution either directly or through a representative, by discussing the situation with the principal of the building involved or with any other appropriate member of the Administration. Determinations reached at this stage of this Grievance Procedure shall not be deemed to be precedent setting or binding on either party in future proceedings.

14.2.2 Should such discussion fail to resolve the matter, the Grievant, within thirty (30) school days of the time that the Grievant knew of the matter, shall reduce the matter to writing and submit it to the Director of Personnel for resolution; if not, it shall be deemed waived.

14.2.3 The Director of Personnel shall review the Grievance and render a written decision to the Grievant not later than ten (10) school days from the date of receipt.

14.2.4 Where a Grievant is not satisfied with the decision of Director of Personnel, said Grievant, may, within ten (10) school days of receipt of said decision, initiate an appeal in writing to the Superintendent of Schools who shall review the matter, conduct a hearing if deemed appropriate and render a written decision to the Grievant not later than ten (10) school days from the date of receipt.

#### **14.3 Arbitration**

14.3.1 If the Grievance is denied at the above stage, the Association must within ten (10) school days of receipt of the decision notify the Superintendent of Schools that it wishes to have arbitration on the issue by an arbitrator agreed to by the parties.

- 14.3.2 Within ten (10) school days after such written notice of submission to arbitration, the District and the Association will assign the resolution of the issue to one of two mutually acceptable Central New York area arbitrators selected by the District and the Association. The following arbitrators shall serve on a rotating basis in alphabetical order: Ronald Kowalski, Mona Miller, and Robert Rabin.
- 14.3.3 The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues.
- 14.3.4 The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor add to, subtract from or modify any of the provisions of this Agreement.
- 14.3.5 The decision of the arbitrator shall be final and binding upon all parties.
- 14.3.6 The costs of the services of the arbitrator, including expenses if any, will be borne equally by the District and the Association.

#### **ARTICLE XV**

#### **RETIRED TEACHERS AND PHYSICAL EXAMINATIONS**

Retired teachers shall not be required to submit to an annual physical examination beyond the initial physical examination for employment.

#### **ARTICLE XVI**

#### **ENTIRE AGREEMENT**

- 16.1 This agreement contains the entire formal agreement between the parties on the subject matters set forth herein and may be modified or amended only by written agreement of the parties.
- 16.2 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 XVII**

#### **DURATION**


- 17.1 This agreement shall become effective on the 1st day of July 2008 and shall continue in full force and effect through June 30, 2012.
- 17.2 Negotiations for a subsequent agreement shall commence upon written request by either party given no later than March 1, 2010.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year written below.

Signed this 3 day of Sept 2009.

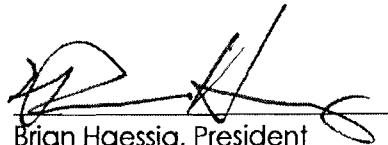
**OSWEGO CITY SCHOOL DISTRICT**

**OSWEGO CLASSROOM TEACHERS ASSOCIATION**



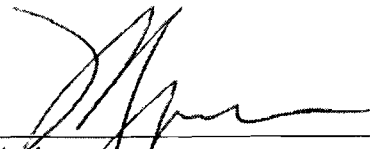
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Mr. William Crist  
Superintendent of Schools



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Brian Haessig, President  
Oswego Classroom Teachers Association



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Chairperson  
Oswego Classroom Teachers  
Association Negotiating Team  
and Vice-President, OCTA

