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TA9 | 4558

File - Contract  
Book

**AGREEMENT BETWEEN**  
**THE SUPERINTENDENT OF SCHOOLS OF**  
**THE BATAVIA CITY SCHOOL DISTRICT**  
**AND**  
**THE BATAVIA TEACHERS' ASSOCIATION**  
**REPRESENTING**  
**PER DIEM SUBSTITUTE TEACHERS/**  
**SUBSTITUTE TEACHER AIDES**

1/1 6/30  
2006-2008

**RECEIVED**

DEC 14 2006

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

All subs

INDEX

		<b>PAGE</b>
ARTICLE 1	PREAMBLE	3
ARTICLE 2	RECOGNITION	3
ARTICLE 3	GRIEVANCE PROCEDURES	3,4,5
ARTICLE 4	MANAGEMENT RIGHTS	6
ARTICLE 5	HANDBOOK	6
ARTICLE 6	WORK DAY	6
ARTICLE 7	CALL IN PROCEDURES	6,7,8
ARTICLE 8	REMOVAL FROM THE SUBSTITUTE TEACHER LIST	8
ARTICLE 9	PHYSICAL EXAMINATION	8
ARTICLE 10	SALARY	8,9
ARTICLE 11	SAVINGS	9
ARTICLE 12	NO STRIKE	10
ARTICLE 13	COPIES OF THE AGREEMENT	10
ARTICLE 14	CIVIL SERVICE LAW, ARTICLE 14, SECTION 204a	10
ARTICLE 15	DURATION	10



## **ARTICLE 1 PREAMBLE**

This Agreement is entered into between the Superintendent of Schools of the Batavia City School District, hereinafter referred to as the “Board” and the Batavia Teachers’ Association, representing Per diem Substitute Association referred to as the “PD Association”.

## **ARTICLE 2 RECOGNITION**

The New York State Public Employment Relations Board (in its Case No. C-2489) having (I) certified the Batavia Teachers’ Association as the exclusive representative for the purpose of collective negotiations and the settlement of grievances of employees of the Batavia City School District in the following unit:

Included: All regular day-by-day substitute teachers/substitute teacher aides who have been approved by the Board of Education.

Excluded: All other employees of the District.

and (ii) ordered the District to negotiate collectively and enter into a written Agreement with the PD Association with regard to terms and conditions of employment and to negotiate collectively with the PD Association in determination of and administration of grievances.

## **ARTICLE 3 GRIEVANCE PROCEDURES**

### **301 Declaration of Purpose**

It is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to alleged grievances of professional staff members.

### **302 Definitions**

**302.1** Aggrieved Party: Aggrieved party shall mean any staff member or group of members covered by this Agreement.

**302.2** Grievance: A Grievance is a dispute or controversy arising out of the application or interpretation of this Agreement.

**302.3** Party in Interest: Party in interest shall mean any party named in a grievance who is not the aggrieved party.

**302.4** School Day: School day shall mean any day that full-time teachers are scheduled to work.

### **303**    General Procedures

- 303.1** Each written grievance shall include the name of the aggrieved party, the specific article and section of this Agreement involved in the alleged grievance, the identity of the party allegedly responsible for causing the existence of the said events, or conditions if known, and a statement of the nature of the grievance and the redress sought by the aggrieved party.
- 303.2** The PD Association may submit a grievance as an aggrieved party directly at Stage Three of this procedure.
- 303.3** Nothing contained herein shall be construed as limiting the right of any professional staff member having an alleged grievance to discuss the matter informally with any appropriate supervisor or member of the administration.
- 303.4** The existence of the grievance procedure hereby established shall not be deemed to require any substitute teacher to pursue the remedies here provided.
- 303.5** The seeking of relief pursuant to this procedure shall constitute a waiver of any right to seek the same or similar relief in any other forum; and the seeking of relief in any other forum shall constitute a waiver of the right to pursue a grievance hereunder.
- 303.6** At all stages of the procedure hereunder, the aggrieved party shall have the right to proceed either alone or with a representative of his/her choosing.

### **304**    Time Limits

- 304.1** No alleged grievance shall be entertained and any alleged grievance will be waived unless presented at the first available stage within fifteen (15) school days after the aggrieved party knew or should have known of the act or condition on which the grievance is based.
- 304.2** If an aggrieved party fails to appeal an unsatisfactory disposition of his or her alleged grievance to the next step of the procedure within the specified time limit, the grievance shall be deemed to be discontinued and further appeal shall be barred.
- 304.3** Failure at any step of the grievance procedure to communicate a decision to the aggrieved party within the time limits specified shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decisions been communicated on the final day.
- 304.4** The time limits provided may be extended by mutual agreement in writing between the aggrieved party and the Superintendent.

**305** Stage One: Informal Stage

**305.1** A staff member having an alleged grievance shall discuss it with his or her immediate supervisor appropriate to the situation with the objective of resolving the matter informally.

**306** Stage Two: Immediate Supervisor

**306.1** If the grievance is not resolved informally, it shall be reduced to writing and presented to the immediate supervisor appropriate to the situation within ten (10) school days after the informal conference.

**306.2** Within five (5) school days after the written grievance is presented to him or her, the said immediate supervisor shall render a decision thereon, in writing, and present said answer to the aggrieved party and to the PD Association.

**307** Stage Three: Superintendent

**307.1** If the grievance is not satisfactorily resolved at Stage Two of the grievance procedure, said aggrieved party shall, within ten (10) school days, present the written grievance and the written decision of the immediate supervisor to the Superintendent or his designee.

**307.2** Within ten (10) school days after the written grievance and written decision at Stage Two are presented to him/her, the Superintendent or his/her designee shall convene a hearing with the aggrieved party and all parties in interest.

**307.3** Within five (5) school days after the close of the hearing, the Superintendent or his/her designee shall present his/her written decision to the aggrieved party and to the PD Association.

**308** Board of Education

**308.1** If the grievance is not satisfactorily resolved at Stage Three and if the aggrieved party wishes to proceed further under the grievance procedure, the aggrieved party shall within twenty (20) school days after receipt of the decision at Stage Three present the Superintendent and the PD Association with a written request that the grievance be submitted to the Board of Education.

**308.2** Within ten (10) school days, the Board of Education or a committee of its members shall hold a meeting for the purpose of hearing the grievant's alleged violation of the Agreement.

**308.3** Within ten (10) school days of the close of the meeting, the Board of Education shall present its written decision to the grievant and the PD Association.

#### **ARTICLE 4: MANAGEMENT RIGHTS**

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control its business to the full extent of the law, except as provided by the terms and conditions of the Agreement.

#### **ARTICLE 5: HANDBOOK**

- 501** A handbook shall be developed and revised by the District in a process, which includes Administrators, Teachers and Per Diem Substitutes and shall be submitted to the Superintendent for approval.
- 502** The content of the handbook shall be District-wide policies and building-level policies affecting the role of the per diem substitutes and shall not conflict with the Agreement.
- 503** The Superintendent shall make every reasonable effort to be directly involved in the development of this handbook.
- 504** Content of handbooks shall not be subject to the grievance procedure as of July 1, 1987.

#### **ARTICLE 6: WORK DAY**

The work day and duties of the per diem substitute teachers/substitute teacher aides shall be the same as the regular teacher for whom they are substituting. It is understood that should an emergency arise, the per diem substitute may be asked to extend the work day to assist the teachers (for example: bad weather, bus emergencies, etc.).

#### **ARTICLE 7: CALL IN PROCEDURES**

- 701** Assignment Lists
- 701.1** There shall be a separate list of available and acceptable per diem substitute teachers for each subject area in the District. This list shall be developed as follows:
  - A. Per Diem substitute teachers/substitute teacher aides shall indicate each subject area in which they desire to provide service.
  - B. The building principal shall interview prospective per diem substitute teachers/substitute teacher aides, shall indicate which individuals are acceptable, and shall forward the name of these individuals to the Superintendent.



- C. The Superintendent shall review the list of candidates and shall make his/her recommendation.
- D. The Board of Education shall approve those individuals whom it finds acceptable for inclusion on the assignment lists.

**701.2 Subject Area**

Subject area lists shall be arranged as follows:

- A list - Certified substitutes, in their respective areas of certification, in alphabetical order. If no "A" list individuals are available, then the "B" list shall be called. "A" list individuals shall remain on said list following affixing of signatures to the Agreement.
- B list - Certified substitutes, who have indicated their desire to work in one or more additional certification areas, in alphabetical order.
- C list - Uncertified Substitute Teachers/Substitute Teacher Aides with a four year degree other than a teaching certificate.
- D list - Uncertified Substitute Teachers/Substitute Teacher Aides with less than a four year degree.

Any per diem substitute teacher/substitute teacher aide approved by the Superintendent and Board of Education shall be placed at the bottom of the above subject area list as of the date of approval and called in order of list placement thereafter.

Any per diem substitute teacher/substitute teacher aide who desires placement on additional subject area assignment lists shall be required to comply with Section 701.1, A, C, and D above, and 701.2.

**702 Call-In Procedure**

**702.1** Classroom teachers may call the Substitute Registry. However, if they prefer, and if they know about an absence in advance, classroom teachers may call their own substitute teacher/substitute teacher aide, with priority given to a certified substitute teacher. If they call their own substitute teacher/substitute teacher aide, the classroom teacher must do so not later than the evening proceeding the day of the absence. When a classroom teacher calls the substitute teacher/substitute teacher aide directly, the substitute must notify the Substitute Registry as to the dates he or she has agreed to work.

**702.2** When contacted by the classroom teacher, the Substitute Registry shall select substitute teachers/substitute teacher aides from subject lists A, B, C and D on a rotational basis, continuing this rotation on each successive day.

**702.3** The Substitute Registry shall certify to the District that the rotation procedure is being complied with.

**703** Emergency Filling of Positions

Should a substitute vacancy occur during the workday when the Substitute Registry is not in operation, the District Office shall fill the vacancy with the first available substitute from the approved lists. If the vacancy still exists the following morning, the Substitute Registry shall be used according to section 702.

**ARTICLE 8: REMOVAL FROM  
SUBSTITUTE TEACHER/SUBSTITUTE TEACHER AIDE LIST**

Building administrators shall report unsatisfactory performance in any or all certification areas to the Superintendent. Prior to a building administrator recommending removal (in part or whole) of a substitute's name from the assignment list, the substitute teacher/substitute teacher aide shall be notified and given an opportunity to consult with the building administrator and/or Superintendent. The substitute shall have the right to representation. The Superintendent may direct the Substitute Registry to remove the substitute from the Substitute Teachers/Substitute Teacher Aide's List or portions thereof.

**ARTICLE 9: PHYSICAL EXAMINATION**

The District's appointed physician shall perform a physical examination if required for employment as per diem substitute teacher/substitute teacher aide. However, if the substitute teacher/substitute teacher aide desires that his/her own physician perform the examination, it shall be at the substitute teacher/substitute teacher aide's own expense.

**ARTICLE 10: SALARY**

Effective January 1, 2006, the substitute teacher/shall be compensated as follows:

		<u>Tier 1</u>	<u>Tier 2</u>	
<b>1001</b>	Salary, 2006	<b>\$65.00</b>	<b>\$75.00*</b>	
<b>1001.1</b>	Salary, 2006-07	<b>\$65.00</b>	<b>\$75.00*</b>	
<b>1001.2</b>	Salary, 2007-08	<b>\$65.00</b>	<b>\$75.00*</b>	
		<u>2006</u>	<u>2006/07</u>	<u>2007/08</u>
*21-40	Cumulative Days	<b>\$80.00</b>	<b>\$80.00</b>	<b>\$82.50</b>
** 41-60	Cumulative Days	<b>\$85.00</b>	<b>\$85.00</b>	<b>\$87.50</b>
61-80	Cumulative Days	<b>\$90.00</b>	<b>\$90.00</b>	<b>\$92.50</b>
81-160	Cumulative Days	<b>\$95.00</b>	<b>\$95.00</b>	<b>\$97.50</b>

1. Tier 1 Substitutes - Uncertified Substitute Teachers/  
Uncertified Substitute Teacher Aides (C & D List)  
Tier 2 Substitutes - Certified Substitute Teachers (A & B List)  
Registered Nurses
2. Uncertified Substitutes hired prior to July 1, 1987 shall be placed on Tier 2, but limited to forty (40) days allowable to work per school semester.
3. If a substitute worked for the Batavia City School District for more than 40 days in the previous school year, the individual once having worked for a minimum of 40 days in the current school year will be compensated at the 41 day\*\* rate of pay that he/she was receiving in the previous school year. If this individual's daily rate is less than the maximum outlined in #1001 they will be placed in the appropriate category. Payment of the additional amount shall be retroactive.

Example: year 2006 paid **\$75.00** for days 1-40 of substituting; paycheck to make up difference would be **(\$85.00-\$75.00) \$10.00** times 40 days.

**1002** If an employee works less than one full day, his/her pay for that day shall be as follows:

**1002.1** His/her full daily rate if he/she works more than three and one-half hours.

**1002.2** One-half his/her daily rate if he/she works three and one-half hours or less.

**1002.3** In the event that a substitute teacher/substitute teacher aide is called for service and schools subsequently are closed, the substitute teacher/substitute teacher aide shall receive one-half of the daily rate under Section 1001 above.

**1003** The District shall use certified personnel whenever possible and in no case shall an uncertified person work more than forty (40) days in any one school year.

## **ARTICLE 11: SAVINGS**

If any Articles, Sections or provisions of this Agreement shall be found to be contrary to or in conflict with Federal or State law, that Article, Section or provision only shall be rendered void with no effect because of the contradiction or conflict with Federal or State law to any other Article, Section or provision of this Agreement.

**ARTICLE 12: NO STRIKE**

The PD Association agrees that it does not have the right to strike or engage in any work stopping against the District and, therefore, shall not cause, instigate, encourage or condone such action on the part of any or all of its members.

**ARTICLE 13: COPIES OF THE AGREEMENT**

Upon resolution of negotiations and the affixing of signatures on the revised Agreement, the District shall type and duplicate the Agreement. Sufficient copies shall be made available to the PD Association for distribution to unit members. Ten (10) additional copies shall be provided the PD Association President. The costs for duplication shall be borne by the district.

**ARTICLE 14: CIVIL SERVICE LAW, ARTICLE 14, SECTION 204a**

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 15: DURATION**

This Agreement shall become effective on January 1, 2006 and shall continue in force until June 30, 2008. The Per Diem Association and the Superintendent shall present their proposals for any modification of the Agreement no later than February 15, 2008.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal the Agreement on this 22 day of December, 2006.

BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF BATAVIA, NEW YORK.

BY Alice Ann Benedict DATE 1/3/06  
ALICE ANN BENEDICT, BOARD OF EDUCATION PRESIDENT

SUPERINTENDENT OF SCHOOLS OF THE CITY OF BATAVIA, NEW YORK

BY [Signature] DATE 1/3/06  
RICHARD G STUTZMAN JR, SUPERINTENDENT

BATAVIA TEACHERS' ASSOCIATION REPRESENTING PER DIEM SUBSTITUTE TEACHERS/SUBSTITUTE TEACHERS AIDES

BY Elaine Garrant DATE 1/10/06  
ELAINE GARRANT, PRESIDENT, BATAVIA TEACHERS' ASSOCIATION