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**Contract Database Metadata Elements**

Title: **Solvay Union Free School District and Solvay Per Diem Substitute Teachers (2005)**

Employer Name: **Solvay Union Free School District**

Union: **Solvay Per Diem Substitute Teachers**

Effective Date: **07/01/05**

Expiration Date: **06/30/10**

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**AGREEMENT BETWEEN THE  
SOLVAY UNION FREE SCHOOL DISTRICT  
AND THE RECOGNIZED  
BARGAINING UNIT OF THE  
SOLVAY PER DIEM SUBSTITUTE TEACHERS**

*7/1*  
**FOR THE YEARS 2005 through 2009**

*Successor Agreement — 6/30/10*

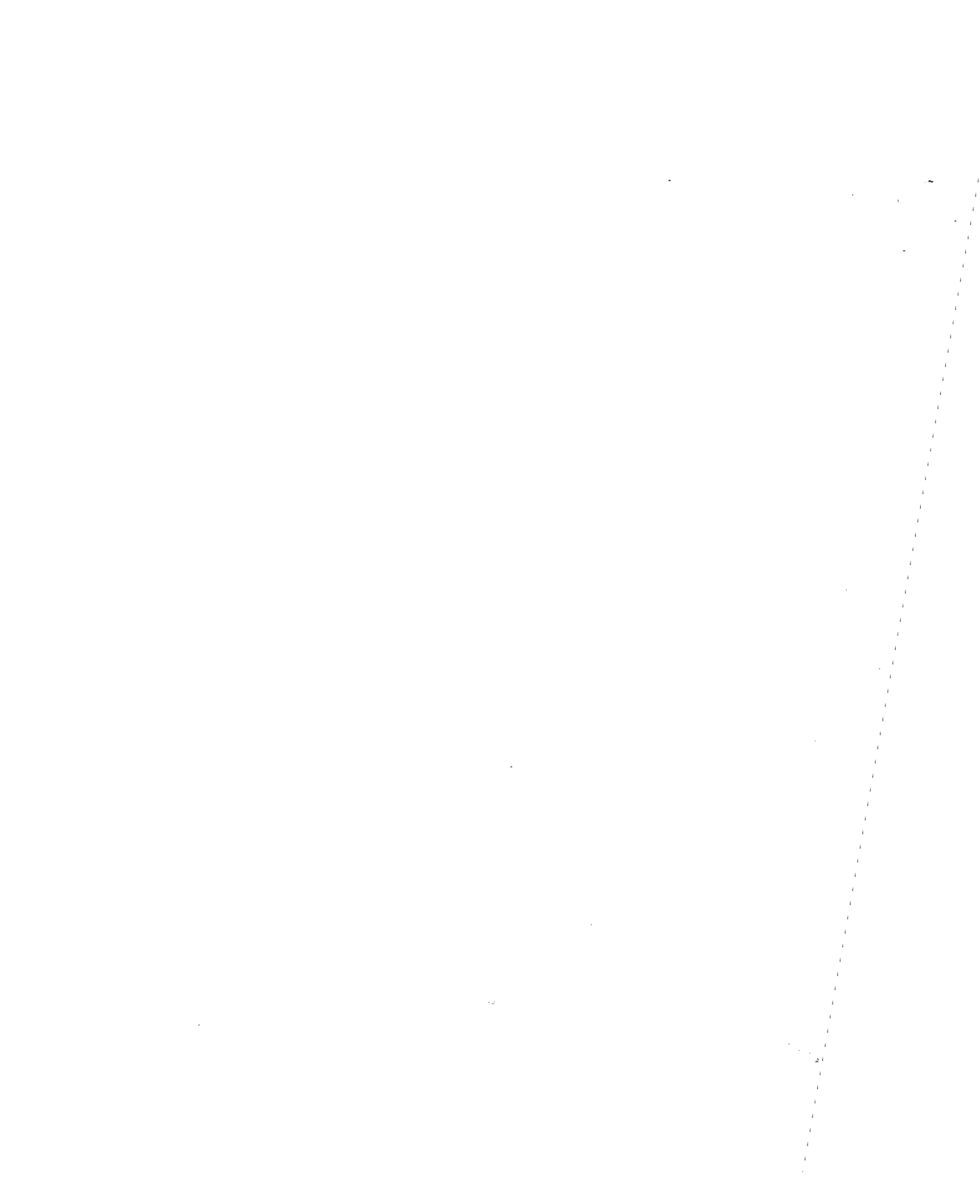


**RECEIVED  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**DEC 02 2009**

**ADMINISTRATION**

*160*



## **Article I Representation**

### Section 1

The bargaining unit shall include occasional per diem substitute teachers who have received the reasonable assurance of continuing employment referred to in Civil Service Law 201.7(d).

### Section 2

All other employees of the District are excluded.

## **Article II Definitions**

### Section 1

*Per Diem Substitute Teacher* shall refer to members of the bargaining unit.

### Section 2

*District* shall refer to the Solvay Union Free School District.

### Section 3

*Administration* shall refer to supervisory employees of the District including, but not limited to, building principals and central office administrators when acting within their normal area of responsibility.

### Section 4

*Superintendent* shall refer to the Superintendent of Schools or his/her designee or any person designated by the District to act on behalf of the Superintendent of Schools.

### Section 5

*School Day* shall refer to a day of scheduled pupil attendance.

### Section 6

*Work Day*: Shall refer to a day of per diem substitute teaching service actually rendered. Every effort shall be made by substitute teachers to arrive 15 minutes prior to the start of the student day. The substitute teacher's workday shall end when the substitute's responsibilities have been completed. Those responsibilities include: reorganizing the teaching materials used, writing notes to leave for the regular teacher, and completing any forms related to the day's work as required by the district.

Each substitute Teacher's schedule shall follow that of the teacher he/she is substituting for during the student day, excluding extra help sessions at the end of the student day.

Section 7

“Half-days” for each building shall be established annually by the superintendent based on the length of the regular teachers’ workday in that building and giving due consideration to the class schedule in that building so as to maximize instructional advantage.”

Section 8

*School year* shall refer to the period September 1 – June 30.

**Article III  
Compensation**

Section 1 – Salary Per Day

Certified substitute teachers are responsible for providing the District with proof of their certification prior to receiving compensation at the “Certified” category. For both non-certified and certified substitute teachers, the number of days worked in the immediate prior year will qualify or help qualify the substitute teacher for the second and third pay benchmarks in the current year. Pay shall not be retroactive or cumulative in any category.

CATEGORY:

**NON-CERTIFIED**

	05-06	06-07	07-08	08-09
First 20 days	\$85.00	\$88.00	\$91.00	\$94.00
Days 21-50	\$90.00	\$93.00	\$96.00	\$99.00
After Day 50	\$103.00	\$106.00	\$109.00	\$112.00

**CERTIFIED**

	05-06	06-07	07-08	08-09
First 20 days	\$93.00	\$96.00	\$99.00	\$102.00
Days 21-50	\$98.00	\$101.00	\$104.00	\$107.00
After Day 50	\$111.00	\$114.00	\$117.00	\$120.00

Section 2 – Long-Term Assignments:

When a per diem substitute teacher has served for fifteen (15) consecutive school days in the same assignment without any break in that service, his/her per diem rate will become 1/200<sup>th</sup> of the Step 1 amount on the BA column of the pay schedule of the Solvay

Teachers' Association collective bargaining agreement, beginning on the sixteenth (16<sup>th</sup>) day in that assignment and continuing through the end of that assignment for each day worked. Also, beginning on the sixteenth (16<sup>th</sup>) day, the per diem substitute will assume responsibility for all of the regular teacher's instructional and supervisory duties, including coverage of extra help sessions and attendance at faculty and full staff meetings; but excluding interscholastic or extra-curricular assignments for which additional stipends are paid to the regular teacher.

When the District has received documented notification that a per diem substitute teacher will be subbing in the same position for ninety (90) or more consecutive school days, that substitute will be known as a 'regular substitute' for the duration of the assignment and compensated in accordance with applicable provisions of the Solvay Teachers Association collective bargaining agreement commencing on his/her first day of employment in the long-term assignment.

### Section 3 - Call-in-Pay

- 3.1 Should a Solvay per diem substitute teacher be called to work by the district in error, such substitute teacher shall be given appropriate work by the administration for one full day and teacher will receive one day's pay.
- 3.2 Once the District offers and the substitute accepts an assignment, the District is obligated to pay the substitute unless the District withdraws the assignment by noon of the school day immediately prior to the start of the assignment.
- 3.3 For purposes of Sections 2.1 and 2.2, the District is relieved of its obligation to pay the substitute when there is an emergency closing of school, and notice is given to Syracuse area radio and television stations.
- 3.4 When school is opened late or closed early due to an emergency, substitute teachers will be paid for the whole day if school is open half a day or more; and for one-half day if school is open half a day or less.
- 3.5 If a per diem substitute is called to work for less than a full day, and is so notified when called, the teacher shall be compensated at the rate of one-half (1/2) per diem pay for one-half (1/2) day or less, and full per diem pay for more than one-half day of work. Specifics shall be communicated by the Superintendent to each per diem substitute teacher each year.
- 3.6 Wages will be paid on established pay period days, generally on a bi-weekly basis for the services rendered during the preceding payroll period.

## **Article IV Union Dues Deductions**

### Section 1

Those Solvay Per Diem Substitute Teachers who properly execute and file an appropriate dues deduction certificate with the School District will have deducted from their daily wages for each day worked a stipulated amount. Said amount will be deducted and transmitted to the agency designated on the authorization certificate on a bi-weekly basis.

### Section 2 – Agency Fee

Deductions shall commence with the payroll period first following receipt of the authorization certificate from the teacher, or starting with the payroll period first following the hiring of a teacher who elects not to join the Association.

### Section 3

Deductions shall conclude at such time as the entire stipulated amount has been paid, or at the end of the current school year.

### Section 4 - Indemnity

1. The Association shall create a fully legal and adequate refund procedure for agency fee payers who object to illegal expenditures, and shall otherwise deal with the agency fee payers and all funds collected in a lawful and proper manner.
2. The Association agrees to save and hold harmless the Board of Education and the Superintendent for any and all damages and liabilities including expenses of litigation, that may accrue by reason of any action, suit, or proceeding involving or in any way relating to the agency shop fee deduction provision set forth in this agreement.

## **Article V Grievance Procedure**

### Section 1 - Purpose

It is the intent of the District and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. Both parties recognize that the procedure must be available without fear of discrimination because of its use.

### Section 2 - Definitions

- 2.1 Grievance shall mean any claimed violation (misinterpretation, misapplication, or improper application) of an expressed term of this agreement.
- 2.2 Grievant shall mean an individual Solvay Per Diem Substitute Teacher, or group of Per Diem Substitute Teachers who are represented by this agreement.

### Section 3 – Standards and Principles

- 3.1 The grievance procedure provides for the right of the individual to have union representation in hearings.
- 3.2 If a grievance is not resolved within the specified time period, the aggrieved shall have the right to initiate the next stage.
- 3.3 Class or group grievances may be initiated at Stage 2 – Superintendent.
- 3.4 The written grievance shall specify the Article(s) and Section(s) of this agreement alleged to have been breached.
- 3.5 A grievance shall be ruled as waived if it is not initiated at the appropriate stage within thirty (30) school days of the time the aggrieved knew or should have known of the occurrence.

### Section 4 – Procedure

Only the Association, through its President, may submit a written grievance to the District.

#### Step 1 - Supervisor

A grievant who believes that the terms of the collective bargaining agreement have been breached is encouraged to initiate informal resolution through a



representative, by discussing the situation with the building principal involved or any other appropriate member of the administration.

Should such discussion fail to resolve the matter, the grievant, within fifteen (15) school days of the time that the grievant knew or should have known of the matter, shall reduce the matter to writing and submit it to the immediate supervisor (administrator) for resolution.

The immediate supervisor (administrator) shall review the grievance and render a written decision to the grievant not later than five (5) school days from the date of receipt. "Resolutions achieved at this step shall not be deemed precedent setting or binding on either party in future proceedings."

#### Step 2 - Superintendent

Where a grievant is not satisfied with the decision of the immediate supervisor (administrator), 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 decision in writing to the grievant not later than fifteen (15) school days from date of receipt.

#### Step 3 - Arbitration

If the grievant is not settled at Step 2 of this procedure by the written answer of the Superintendent of Schools; the grievant, with Association endorsement, may take the matter to arbitration by written election to that effect via the American Arbitration Association and the District within ten (10) school days of the Superintendent's response in Step 2.

- 3.1 The arbitration hearing shall be conducted under the rules of the American Arbitration Association.
- 3.2 The arbitrator shall have no power or authority to add to, subtract from, modify, change or alter any provisions of this Agreement.
- 3.3 The decision of the arbitrator shall be final and binding upon the parties.
- 3.4 Fees and expenses of the arbitrator shall be borne equally by the Association and the Board of Education.

**Article VI  
Entire Agreement**

Section 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.

Section 2

**TAYLOR LAW STATEMENT**

**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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

**Article VII  
Duration**

This agreement is effective July 1, 2005 and shall continue in full force and effect until June 30, 2009 or until replaced by a successor agreement.

<u>SOLVAY UNION FREE SCHOOL DISTRICT</u>	<u>SOLVAY PER DIEM SUBSTITUTES ASSN.</u>
<i>Thomas G Helmer</i> 5/5/05 By _____ Date	<i>Stephen P Orlando</i> 6/16/05 By _____ Date
_____ By _____ Date	_____ By _____ Date



**Tentative Agreement**  
**Between**  
**Solvay Per Diem Substitute Teachers**  
**And**  
**Solvay Union Free School District**  
**For the 2005-2009**  
**Successor Agreement**

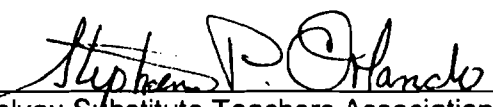
1. The contract shall be extended for one year commencing July 1, 2009 through June 30, 2010. Until such time, the current contract shall remain in effect until its expiration.
2. The parties agree to modify Article III, entitled "Compensation", Section 1 – "Salary Per Day" as follows:

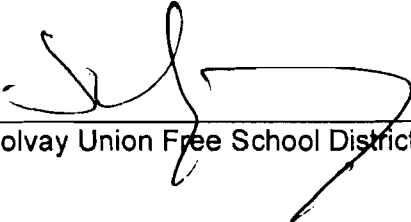
Category:

<u>Non-Certified</u>	<u>2009-10</u>
First 20 days	\$95.00
Days 21-50 days	\$101.00
After Day 50	\$117.00

<u>Certified</u>	<u>2009-10</u>
First 20 days	\$105.00
Days 21-50 days	\$110.00
After Day 50	\$125.00

3. All other provisions of the party's current collective bargaining agreement remains status quo for the successor agreement unless modified herein.
4. This tentative agreement is subject to the ratification of the school district and the Solvay Per Diem Substitute Teachers.

  
\_\_\_\_\_  
Solvay Substitute Teachers Association

  
\_\_\_\_\_  
Solvay Union Free School District

2/06/09  
\_\_\_\_\_  
Date

2/6/09  
\_\_\_\_\_  
Date

