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Contract Database Metadata Elements

Title: **Burnt Hills-Ballston Lake Central School District and School Alliance of Substitutes in Education, NYSUT, AFT, AFL-CIO, Local 4805 (2004)**

Employer Name: **Burnt Hills-Ballston Lake Central School District**

Union: **School Alliance of Substitutes in Education, NYSUT, AFT, AFL-CIO**

Local: **4805**

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TA9/8288

AGREEMENT

BETWEEN

SCHOOL ALLIANCE OF SUBSTITUTES IN EDUCATION

AND THE

SUPERINTENDENT OF SCHOOLS
BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT

RECEIVED

FEB 27 2008

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
JULY 1, 2004 TO JUNE 30, 2008

100

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ARTICLE I
RECOGNITION AND DEFINITIONS

1.10 — Recognition

For the purposes of the collective negotiation, the Superintendent of Schools, on behalf of the Board of Education of the Burnt Hills-Ballston Lake Central Schools, 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 — Definition

- 1.21 **Superintendent:** The Superintendent of School of the Burnt Hills-Ballston Lake Central School District.
- 1.22 **Substitute Teacher:** Per diem substitute teachers.
- 1.23 **Certified Substitute Teacher:** A per diem substitute teacher holds or is eligible for certification to teach in the public schools of New York State. Included are teachers who hold certificates of qualification.
- 1.24 **Uncertified Substitute Teacher:** A per diem substitute teacher not certified to teach in the public schools of New York State.
- 1.25 **School District:** The Burnt Hills-Ballston Lake Central School District.
- 1.26 **Board:** The Board of Education of the Burnt Hills-Ballston Lake Central School District.
- 1.27 **Alliance:** The School Alliance of Substitutes in Education, Local 4805 of the New York State United Teachers, AFT, AFL-CIO.

- 1.28 **School Year:** The period commencing on the first day of July in each year and ending on the thirtieth day of June next.
- 1.29 **Elementary Schools:** The administrative unit referring to grades K-5 in the Elementary Schools and grade 6 in the Middle School.
- 1.29.1 **Secondary Schools:** The administrative unit referring to grades 7 and 8 in the Middle School and grades 9-12 in the High School.
- 1.29.2 **Supervisor:** Anyone in a supervisory capacity such as Superintendent, Assistant Superintendent, Principal, Assistant Principal, or District Department Head.
- 1.30 **Philosophy:** The Superintendent 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 Superintendent 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.

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 with a minimum of a bachelors degree.
- 2.30 The workday for substitute teacher shall be the "school day" as defined in the Professional Agreement with the Burnt Hills-Ballston Lake Teachers Association. The workload for the substitute teacher shall be the same as the workload of the teacher being replaced. The District may vary the workload 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 three 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 Professional Agreement with the Burnt Hills-Ballston Lake Teachers Association. 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 WPTR.

- 2.801 Substitute teachers are expected to follow all rules and procedures as outlined in school and District instructional handbooks as they relate to students, classrooms and building activities. A copy of the district policy book and building handbooks will be available for substitutes to review.
- 2.802 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.
- 2.803 When substitute teachers report to work, they will receive lesson plans for the day, classroom roster(s) and a class schedule.
- 2.804 Substitute teachers who desire information about participation in the New York State Teachers Retirement System should contact the Personnel Office.

ARTICLE III EVALUATION

- 3.10 Any certified substitute teacher who has been employed twenty-five (25) or more consecutive days in the same assignment may request an observation and evaluation by a supervisor at a mutually convenient time. A written evaluation report will be given to the substitute teacher. A copy of the evaluation will be placed in the substitute's personnel file.
- 3.20 Substitute teachers will be given copies of any evaluation of performance completed by the teacher being replaced.

ARTICLE IV VACANCIES

- 4.10 Substitute teachers who have been employed by the District for 25 days or more, 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 and the building principal of the school where the vacancy exists.

ARTICLE V
SUBSTITUTE SALARIES

5.10

	2004-2005	2005-2006	2006-2007	2007-2008
Non-certified Half Day	\$ 44	\$ 44	\$44	\$44
Non-certified Full Day	\$88	\$88	\$88	\$88
Certified Half Day	\$46.50	\$47	\$48	\$49
Certified Full Day	\$93	\$94	\$96	\$98

* Any non-certified substitute who was paid on Level 2 in the previous school year (2003-04) shall be held harmless and therefore shall earn \$93 per day for each day of substitute teaching for the duration of this agreement.

5.20 After 20 consecutive days in the same assignment, the certified substitute teacher will be paid 1/200th of level 1 BA salary schedule as indicated in the professional agreement with the Burnt Hills-Ballston Lake Teachers Association.

**ARTICLE VI
ALLIANCE RIGHTS**

- 6.10 Beginning on the effective date of this contract the District shall deduct from the salary of employees in the bargaining unit who are not members of the Alliance the amount equivalent to the dues levied by the Alliance and shall transmit monthly the sum so deducted to the Alliance, in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York. The Alliance affirms that it has adopted such procedure for refunds of agency shop fee deduction as required in Section 3 of Chapter 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall remain in effect so long as the Alliance maintains such procedure.
- 6.20 Substitute teachers may participate in District staff development activities if enrollment in courses permits.
- 6.30 The Alliance agrees to prepare a sufficient quantity of this collective bargaining agreement for the Districts use at not cost to the District.
- 6.40 The District agrees to make copies of this agreement available in all buildings of the District for substitute teachers.

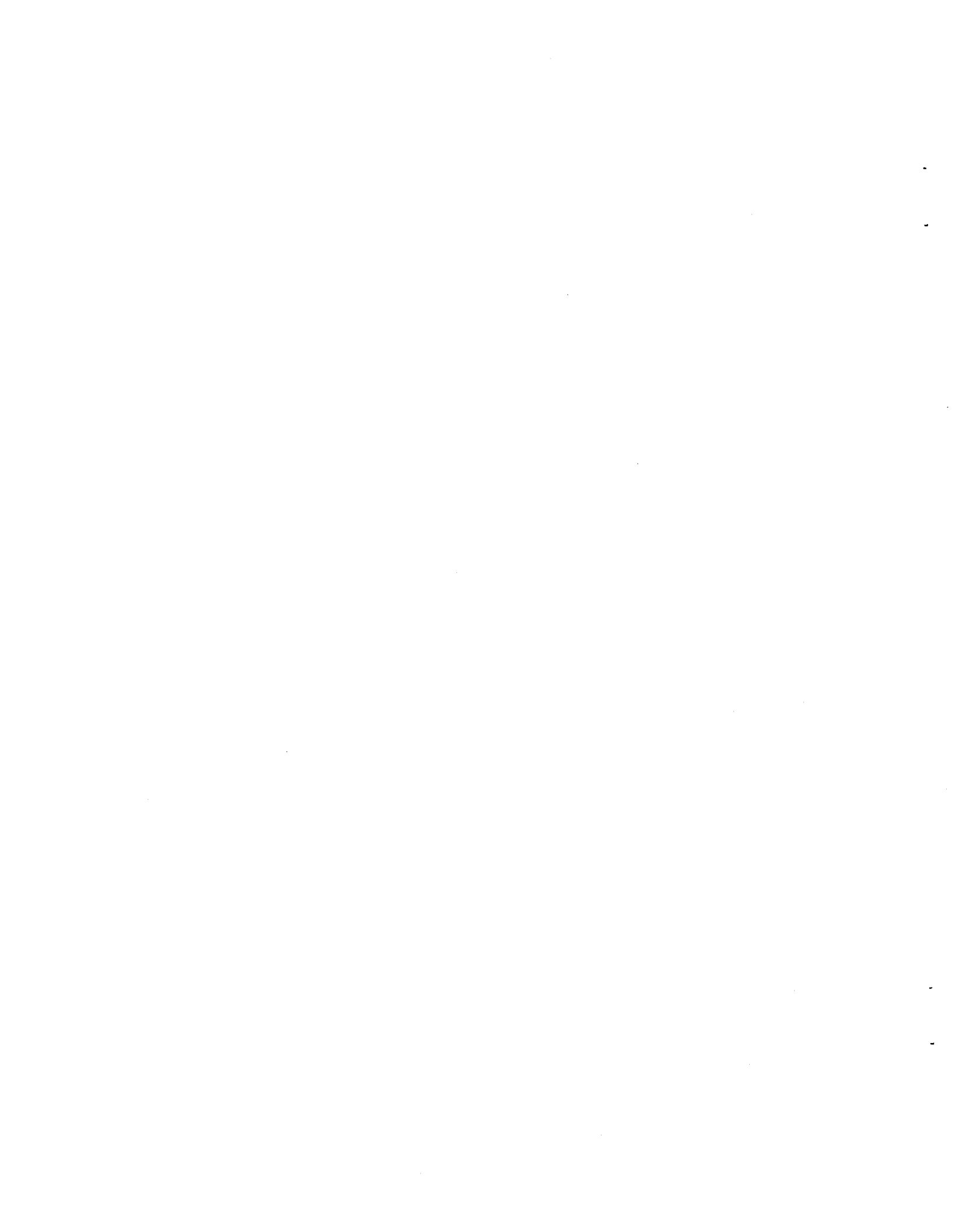
**ARTICLE VII
GRIEVANCE PROCEDURE**

- 7.10 **Purpose:** It is the intention of the Superintendent and the Alliance to resolve all grievances informally at the earliest possible stage of this grievance procedure. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be a precedent in a later grievance procedure.
- 7.20 **Definition:** A grievance shall be defined as a claim by any substitute teacher, or group of substitute teachers, in the negotiating unit of an alleged violation of this Agreement. Article III (Evaluation) shall not be subject to arbitration as set forth herein.
- 7.30 **General Condition:** The aggrieved party may be represented in the grievance beginning in stage 2 of the procedure. The time limits may be changed only by mutual agreement. Except for the informal decisions at stage 1, all decisions will be in writing. Copies of all decisions will be submitted to the Superintendent, the Alliance and the aggrieved party.
- 7.40 **Submission of Grievances:**
- 7.41 Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
- 7.42 Each grievance shall be submitted in writing and indicate the name of the aggrieved party, the provision of the agreement involved in the grievance, the time and place where the alleged events or conditions took place, the identity of the person or persons responsible for causing such conditions, and a statement of the redress sought by the aggrieved party.

- 7.43 A grievance shall be deemed waived unless it is submitted within 10 days after the aggrieved party knew, or should have known, of the events or conditions on which it is based.
- 7.44 Grievances which affect one school shall be submitted by the aggrieved party or parties to the building principal. Grievances involving more than one school shall be submitted to the Assistant Superintendent for Instruction.
- 7.45 The aggrieved party or parties are responsible for presenting written grievances to the President of the Alliance.

7.50 **Procedural Stages**

- 7.51 Stage I The building principal shall respond in writing to each written grievance received within 10 days of the receipt of the grievance.
- 7.52 Stage II If the aggrieved party is not satisfied with the response of the Building Principal, the aggrieved party may submit the grievance to the Alliance Grievance Committee within three (3) school days of the Principals decision for its consideration. If the Alliance Grievance Committee determines the alleged grievance has merit, it shall file a written appeal of the decision of the Building Principal to either A) the Assistant Superintendent for Instruction or B) a designated arbitrator, within seven (7) school days of the decision by the Building Principal.



- 7.53 The Designated arbitrator's or the Assistant Superintendent for Instruction's decision will be in writing and will set forth the findings, reasonings, and conclusions on the issues submitted. The decision of the Designated arbitrator or the Assistant Superintendent for Instruction will be binding only as it relates to grievances which are alleged violations of this negotiated agreement or any dispute with respect to its meaning or application. The decision of the designated arbitrator or the Assistant Superintendent for Instruction shall not alter, add to, or detract from provisions of this agreement.

ARTICLE VIII MISCELLANEOUS

- 8.10 The provisions of this agreement become effective on July 1, 2004, and remain in full force and effect until June 30, 2008.
- 8.20 If any provision of the Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, such provision or application shall not be termed valid and subsisting except to the extent permitted by law; but, thereto the provisions of applications of the Agreement shall continue in full force and effect.
- 8.30 Any existing District policy, either written or understood, 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 cour

2. Salaries shall be amended to provide:

ARTICLE V
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ARTICLE 5.20

5.20 After 20 consecutive days in the same assignment, the certified substitute teacher will be paid 1/200th of Level 1 BA salary schedule as indicated in the Professional Agreement with the Burnt Hill-Ballston Lake Teachers Association.

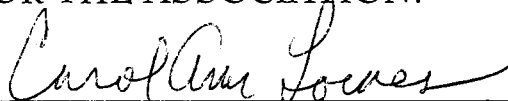
Delete Articles 5.30, 5.40, 5.50 and 5.60.

Dated: August , 2004

FOR THE DISTRICT:

James Schultz
Superintendent

FOR THE ASSOCIATION:



Carol Ann Lowes, President

2. Salaries shall be amended to provide:

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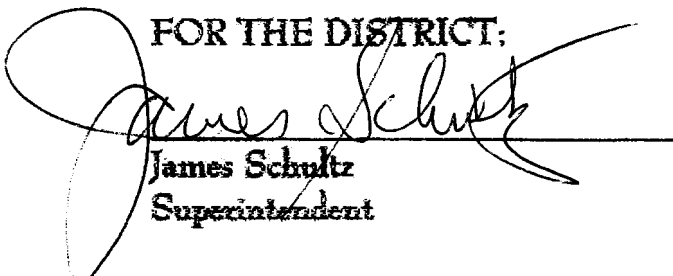
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Dated: August , 2004

FOR THE DISTRICT:


James Schultz
Superintendent

FOR THE ASSOCIATION:

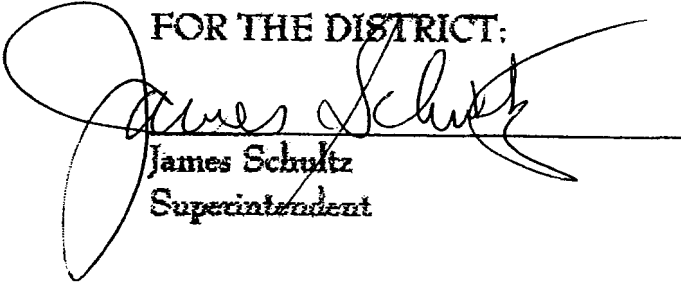
Carol Ann Lowes, President



8.50 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.

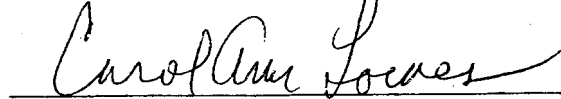
IN WITNESS THEREOF, the parties hereto have hereunder set their signature on this 30th day of August, 2004.

FOR THE DISTRICT:



James Schultz
Superintendent

FOR THE ASSOCIATION:



Carol Ann Lowes, President

