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Contract Database Metadata Elements

Title: **Greater Amsterdam School District and Amsterdam Teachers Association Chapter of Substitutes (2004)**

Employer Name: **Greater Amsterdam School District**

Union: **Amsterdam Teachers Association Chapter of Substitutes**

Effective Date: **07/01/2004**

Expiration Date: **06/30/2006**

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AGREEMENT
BETWEEN
THE GREATER AMSTERDAM SCHOOL DISTRICT
AND
AMSTERDAM TEACHERS' ASSOCIATION
CHAPTER OF SUBSTITUTES
JULY 1, 2004 - JUNE 30, 2006

RECEIVED

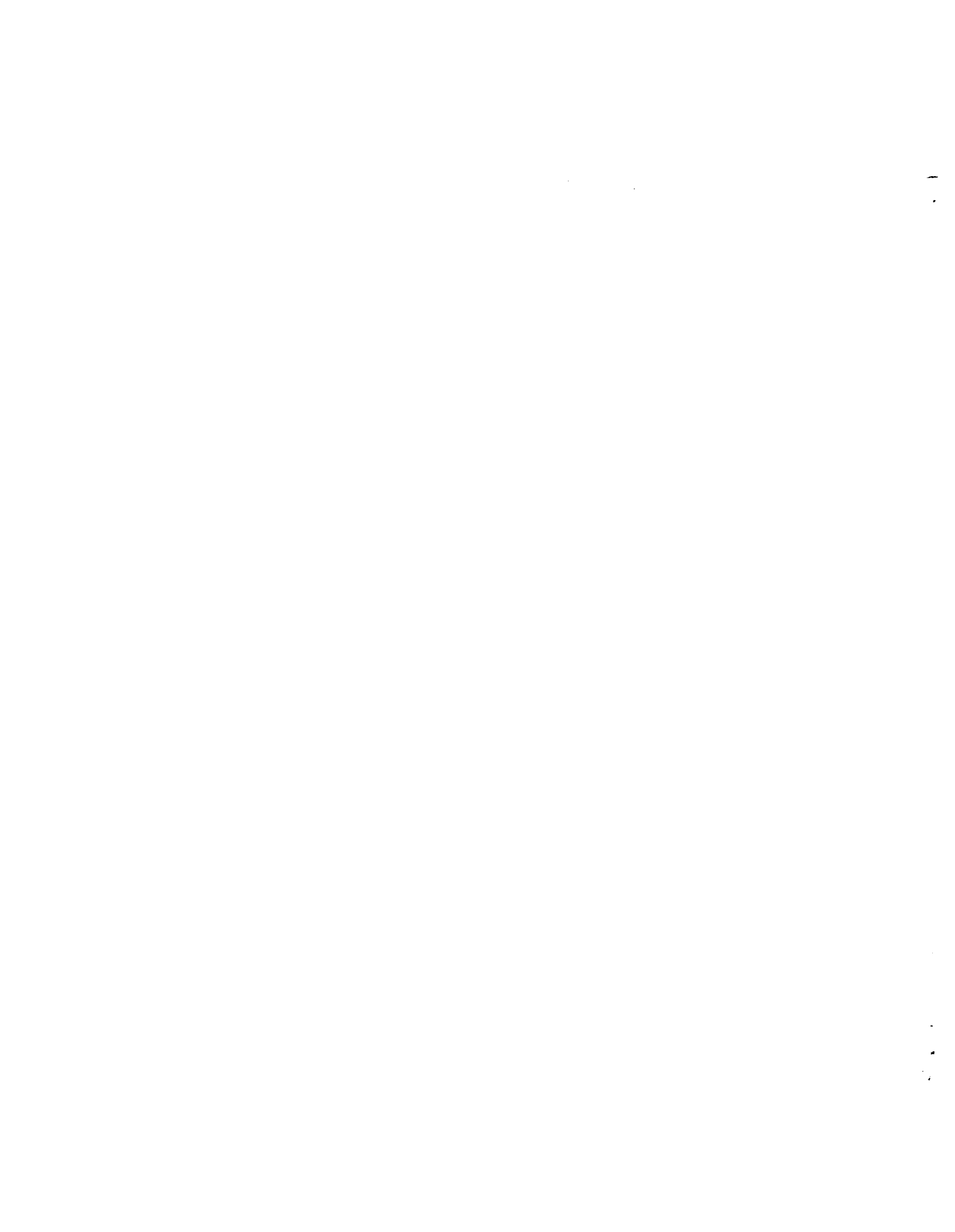
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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

100

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ARTICLE I

RECOGNITION

The Board recognizes the Amsterdam Teachers' Association, which by PERB certification dated March 31, 1983, has been designated and selected by a majority of the employees in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances. Such unit shall consist of all per diem Substitute Teachers who have received a reasonable assurance of continuing employment as referenced in Civil Service Law, S201.7(d) and excluding all other employees of the District. However, Substitute Teachers who were members of the bargaining unit for at least one year within the last five years and who cease to be members of the bargaining unit, shall be allowed to return to the bargaining unit upon being designated by the employer as a Substitute Teacher. Such teacher shall not be required to wait one year in order to obtain a "reasonable assurance of continuing employment".

ARTICLE II

NEGOTIATION PROCEDURES

- A. In accordance with existing statute, the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties.
- B. No later than the February 15th preceding the expiration date of this Agreement, the parties will enter into good faith negotiations over a successor agreement. If such an agreement is not concluded by the March 15th before such expiration date, either party may request the use of mediation. If after mediation the parties have not reached an agreement by the April 15th prior to such expiration date, either party may request the State Public Employment Relations Board to assist the parties to reach agreement. Such mediation and fact-finding will be governed by the provisions of Section 209 of the Civil Service Law.
- C. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its voting representatives from within the school district and its consultants and advisors from within or outside the school district. While no final agreement shall be executed without majority ratification by the Association and the Board, the parties mutually pledge that their representatives will be empowered with the necessary authority to make proposals, counter proposals, and reach compromises in the course of negotiations.
- D. The Board and the Association recognize that negotiations should be conducted in an atmosphere conducive to a free and uninhibited exchange of ideas and proposals. Public disclosure and comment during negotiations may inhibit such atmosphere. In the event of an impasse, however, it is further recognized that each party should be free publicly to express its views concerning the impasse and why it occurred. Accordingly, it is agreed that neither party shall make public pronouncements concerning negotiations until either party declares that an impasse exists under Section 209 of the Taylor Act. Joint public statements, prior to an impasse, may be made when approved by both parties. This ban on public statements, prior to an impasse, shall not apply to internal communications of any form between members of the negotiation teams and their principals.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible step of this grievance procedure. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding. Both parties recognize that the procedure must be available without any fear of discrimination because of its use.

B. Definitions

1. Grievance - Any alleged violation of this Agreement, or any dispute with respect to its meaning or application.
2. Substitute Teacher - Any person in the unit covered by this Agreement.
3. Aggrieved Party - The Substitute Teacher, group of Substitute Teachers, or the Association.
4. Association Representative - Any person selected by an employee and authorized by the Association to represent him in informal or formal grievance procedures, said person being termed "Association Representative" regardless of occupation or profession.

C. Submission of Grievance

1. Each formal grievance shall be submitted in writing on a form approved by the Board and the Association, and shall identify the aggrieved party and the provisions of this Agreement involved in the grievance, the time and place of the alleged events or conditions constituting the grievance, and redress sought by the aggrieved party.
2. A grievance shall be deemed waived unless it is submitted within fifteen (15) calendar days after the aggrieved party knew or should reasonable have been expected to know of the events or conditions on which it is based.

3. a. A Substitute Teacher or group of Substitute Teachers may submit grievances which affect them personally and shall submit such grievances to the unit administrator.
- b. The Association may submit any grievance. If it is limited in effect to one school, the grievance shall be submitted to the unit administrator. Otherwise, it shall be submitted directly to the Superintendent of Schools.

D. Procedure for Association

1. Informal - Step I:

The aggrieved party shall present his/her grievance orally to his unit administrator either directly or through an Association Representative, within the fifteen (15) calendar days specified in C.2. above.

2. Formal - Step II:

If the grievance is resolved informally in Step I at the building level within five (5) working days, or such additional time as may be agreed upon, the aggrieved party or the Association Representative shall within five (5) working days thereafter submit a written grievance to the Superintendent of Schools or his designee. The parties shall confer with respect to the grievance, and the Superintendent or his designee shall deliver to the aggrieved parties a written statement of his position on the grievance no later than ten (10) working days following its receipt, or such additional time as may be agreed upon.

3. Formal Step III:

If the grievance is not resolved in Step II, the Association may, within fifteen (15) working days after receiving the statement in Step II, refer the grievance to the Board of Education for review by filing a request with the Superintendent of Schools for transmittal to the Board.

Such grievance proceedings shall take place at meetings of the Board within twenty-one (21) school days following receipt of the grievance by the Board. A simple majority vote of the total Board membership will constitute action on any grievance presented. A written decision will be rendered to the Association within five (5) school days following the next scheduled Board meeting.

D. Rights Retained

None of the foregoing is to be construed as waiver of any rights the employee may otherwise hold under Education Law, Commissioner's Regulations or Civil Service Law.

ARTICLE IV

SALARY DEDUCTION

- A. The School District agrees to deduct from the daily salaries of Substitute Teachers dues for the Amsterdam Teachers' Association and its affiliates, as said Substitute Teachers individually and voluntarily authorize the School District to deduct, and to transmit the monies promptly to the Association. The Substitute Teacher's authorization will be in writing on forms provided by the Association.
- B. The Superintendent will be notified by any official of the Association in writing, by June 30th of each year, of the total current rate of membership dues for the Association. Thirty (30) days written notice of any change in the rate of dues will be given to the District to a maximum of two changes per year.
- C. The School District shall deduct from the salary of employees in the bargaining unit who are not members of the Association, the amount equivalent to the dues levied by the Association and shall promptly transmit the sum so deducted to the Association in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Association affirms that it has adopted such procedure for refund of Agency Shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for Agency Shop fee deduction shall continue in effect so long as the Association maintains such procedure.

ARTICLE V

WORKING CONDITIONS

- A. Work Day
 - 1. Except for unusual or emergency circumstances, the work day of the Substitute Teacher shall be the same as the work day of the teachers that they are replacing. Secondary teachers may be assigned to teach a class during their unassigned periods. They shall be compensated pursuant to Article IX.A., of the Contractual Agreement between the Greater Amsterdam School District and the Amsterdam Teachers' Association.
 - 2. Elementary Substitute Teachers who work three hours and twenty minutes (3 hours 20 minutes) or less, shall be compensated at one-half (½) the per diem rate. Elementary Substitute Teachers who work more than three hours and twenty minutes (3 hours 20 minutes) shall be compensated at the full per diem rate.

3. Secondary Substitute Teachers who work three hours and twenty-five minutes (3 hours 25 minutes) or less, shall be compensated at one-half ($\frac{1}{2}$) the per diem rate. Secondary Substitute Teachers who work more than three hours and twenty-five minutes (3 hours 25 minutes) shall be compensated at the full per diem rate.
4. Substitute Teachers who are called and report for a half time or full time daily assignment and then are told that their services are not required, shall be paid the appropriate daily rate for that day.
5. Substitute Teachers who are substituting for teachers who normally receive travel reimbursements for travel between schools, shall also be paid travel reimbursement at the regular per mile rate paid by the District.

B. Protection

1. Substitutes shall report immediately in writing to their Principal and to the Central Offices, all cases of assault suffered by them in connection with their employment.
2. Such report shall be forwarded through the Superintendent to the Board, which shall comply with any reasonable request for the substitute for information in its possession not privileged under law which relates to the incident or the persons involved.
3. The Board agrees to provide its legal counsel to defend any substitute in any action arising out of any claim demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to or death of any person, or in accidental damage to or destruction of property, within or without the school building, providing such substitute, at the time of the accident resulting in such injury, damage, or destruction, was acting in the discharge of his/her duties within the scope of his/her employment under the direction of the Board.
4. If criminal or civil proceedings are brought against a substitute alleging that (s)he committed an assault in the connection with his/her employment, the Board shall furnish its legal counsel to defend him/her in such proceedings.
5. The District shall reimburse substitutes in accordance with the insured limits, for reasonable costs of replacing or repairing dentures, eyeglasses, hearing aides, or similar bodily appurtenances not covered by Workman's Compensation which are damaged, destroyed or lost as a result of an injury sustained in the discharge of his/her duties within the scope of his/her employment, provided such damage, destruction or loss was not due to the substitute's negligence.

6. The District shall reimburse substitutes in accordance with the insured limits, for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a substitute while the substitute was acting in the discharge of his/her duties within the scope of his/her employment, provided such damage or destruction was not due to the substitute's negligence.

C. Work Week

1. Reasonable effort will be made to provide the same Substitute Teacher for a regular teacher who will be absent for two (2) or more consecutive days.

D. General

A substitute folder shall be given to each unit member and each newly hired substitute. The folder shall be kept current and include, but not be limited, to:

- Floor plans and emergency exit routes for each building
- Copies of all current passes for student use
- Building procedures for student discipline, lunch, sign-in, calendar, attendance
- The current Substitute Agreement
- Starting/ending times for full and half day schedules by building.

E. Long Term Assignment

One day of absence due to illness shall be allowed to each employee without breaking the forty (40) consecutive days required under Article IX, Section B.2., of the District-Teacher Agreement. It is understood and agreed between the parties that the retroactive pay benefits formerly provided pursuant to Article V., Section D., have been amended through the revision negotiated in Article IX., Section B.2., of the District Teacher Agreement.

ARTICLE VI

CAREER LADDER

A. Regular Vacancies

1. When a teaching vacancy occurs or a new teaching position is established, a copy of the job posting shall be sent to the ATA President and the Association President at the Association's office address.

2. Unit members who make timely application for such vacancies shall be offered the opportunity for a personal interview.
3. Once the Board of Education of the District has adopted and approved a Substitute Teacher List, a copy of said list shall be forwarded to the Association President at the Association's office address.

B. Extended Substitute Openings

1. The District shall ask members to indicate whether they are interested in extended substitute work in their certification area(s).
2. This request shall be on the District information form forwarded to individuals who wish to be considered for inclusion on the District's Substitute Teacher List.
3. The District may then utilize this information as a resource for potential assignment to fill extended substitute teacher positions. However, the District retains full discretion to appoint any individual to substitute teacher positions, whether or not they have indicated an interest in such a position.
4. This provision applies to those situations where a teacher is expected to be absent for an extended but indefinite period of time. It does not apply to teaching position vacancies or term substitute positions which shall be filled in accordance with normal posting and application procedures.

ARTICLE VII

SALARY

- A. With each paycheck, the Substitute Teacher shall receive a summary of all deductions for that period and the calendar days for which they are being paid.
- B. The daily salary for each full day a Substitute Teacher may be employed shall be as follows:
 1. 2004-2005 - \$81.00 for Substitute Teachers on a full daily basis beginning April 1, 2005
 2. 2005-2006 - \$83.50 for Substitute Teachers on a full daily basis.

ARTICLE VIII
GENERAL PROVISIONS

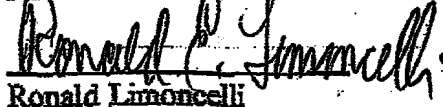
- A. In case of direct conflict between the express provisions of this Agreement and any Board of Association policy, practice, procedures, custom or writing not incorporated in this Agreement, the provisions of this Agreement will control.
- B. The Board and the Association shall continue their policy of not discriminating against any teacher on the basis of race, creed, color, national origin, sex, age, marital status, or membership in any teacher organization.
- C. 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 provision or application shall be deemed invalid and the parties shall attempt to revise the provision to the extent permitted by law, and all other provisions or applications will continue in full force and effect.
- D. The parties agree to form a committee made up of both District and Association representatives to discuss and create procedures for the observation and evaluation of Substitute Teachers.
- E. 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 IX

DURATION

The provisions of this contract shall be made effective July 1, 2004 and shall continue in effect through June 30, 2006.

FOR THE DISTRICT



Ronald Limoncelli
Superintendent of Schools

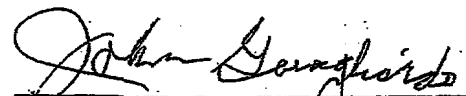
Dated: 5/9/05

FOR THE ASSOCIATION

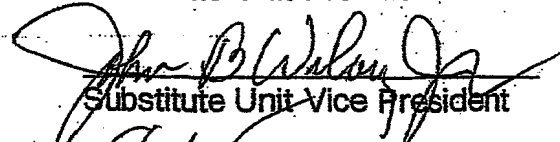


President

Dated: 5/3/05



Substitute Unit President



Substitute Unit Vice President

5/3/05
Date

