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TSUB / 4543

AGREEMENT BETWEEN
BALDWINSVILLE CENTRAL SCHOOLS

and

BALDWINSVILLE SUBSTITUTE
TEACHERS' ASSOCIATION

9/1 8/31
2009-2013

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 31 2009

ADMINISTRATION

TABLE OF CONTENTS

Agreement.....2

Article One: Recognition/Management Rights.....2

Article Two: Definitions.....3

Article Three: Grievance Procedure.....4

Article Four: Compensation5

Article Five: Fringe Benefits.....8

Article Six: Miscellaneous8

2009-2013

AGREEMENT

Between the Baldwinsville Central School District of Baldwinsville, New York (“District”) And the Baldwinsville Substitute Teachers’ Association (“Association”) to govern the terms and conditions of employment and the administration or grievances arising thereunder.

ARTICLE ONE
RECOGNITION/MANAGEMENT RIGHTS

Section 1.1 Recognition

The District agrees that the Association is the recognized exclusive bargaining agent for all per diem substitute teachers.

Section 1.2 Board Jurisdiction

- A) The Association hereby recognizes that the District is a state agency and as such has sole jurisdiction over the operation of the school and the management of the buildings and school program, including but not limited to, number of employees, assignment of students, purchase, assignment and distribution of supplies, materials and equipment to be used in the schools and training and supervision of the substitute.
- B) The superintendent or his/her designee has the right to direct the substitute, including the right to hire, promote, demote, transfer, discipline, discharge, and in the exercise of reasonable judgment, determine the qualifications of a substitute, provided none of these functions shall be exercised so as to abrogate or nullify any specific process of this contract or the laws of the state of New York.

Section 1.3 Term of Agreement

- A) This Agreement contains the entire agreement between the parties on the subject matter set forth herein, and may only be modified or amended by written agreement between the parties.
- B) This Agreement shall be effective and shall continue in full force and effect through August 31, 2013, unless specifically noted to the contrary herein.

Section 1.4 Taylor Law Clause

SECTION 204-A PUBLIC EMPLOYEES, FAIR EMPLOYMENT ACT
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 TWO DEFINITIONS

Section 2.1

Per diem substitute teacher shall refer to members of the bargaining unit.

Section 2.2

District shall refer to the Baldwinsville Central School District.

Section 2.3

Administration shall refer to supervisory employees of the District including, but not limited to, subject supervisors, District-wide directors or assistants, building principals or assistants and central office administrators when acting within their normal area of responsibility.

Section 2.4

Superintendent shall refer to the Superintendent of Schools or any person designated by the Superintendent to act on behalf of the Superintendent of Schools.

Section 2.5

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

Section 2.6

Workday shall refer to a day of per diem substitute teaching service actually rendered. The normal workday shall be the basic seven and one-fourth (7 ¼) hour teacher workday.

Section 2.7

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

ARTICLE THREE GRIEVANCE PROCEDURE

Section 3.1 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. Informal settlements at any stage shall be the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

Section 3.2 Definitions

A) A “grievance” is any alleged violation of this Agreement or any dispute with Respect to its meaning or application. (A grievance which is not submitted Within twenty (20) days after the grievant knew or should have known of the Events or conditions on which it is based shall be deemed waived by the grievant and may not thereafter be the subject of this grievance procedure.)

A “grievant” is the substitute or group of substitutes who submit a grievance.

Only the Association, through the president, may submit a grievance regarding Article One.

Section 3.3 Procedure

Step One Assistant Superintendent for Human Resources

A grievant states the alleged violation in writing and presents it to the Assistant Superintendent for Human Resources within (20) days of the event’s occurrence. The Assistant Superintendent for Human Resources may call for a hearing on the matter, however, he/she must respond in writing within twenty (20) days.

Step Two Superintendent

If the grievant is dissatisfied with the results of step one, he/she has five (5) days to submit the matter to the Superintendent of Schools. The Superintendent may call for hearing on the matter, however, he/she must respond to the grievance in writing within five (5) days.

Step Three Arbitration

- A) If the grievance is not settled at step two 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 to the District within five (5) days of the Superintendent’s response in step two.
- B) The parties shall then, within ten (10) school days, agree on the appointment of an impartial arbitrator, and submit the grievance to him/her for a decision. If unable to agree within the allotted ten (10) school days, selection of the arbitrator

shall be accomplished under the rules of the American Arbitration Association.

- C) The arbitration proceeding shall be conducted under the rules of the American Arbitration Association.
- D) The arbitrator shall have no power or authority to add to, subtract from, modify, change or alter any provisions of this Agreement.
- E) The decision of the arbitrator shall be final and binding upon the parties and shall be rendered within thirty (30) days of the hearing.
- F) Fees and expenses of the arbitrator shall be shared equally by the District and the Association.

ARTICLE FOUR COMPENSATION

Section 4.1

Wage rates for a per diem substitute who possess or has possessed a valid teaching certificate:

	2009-10	2010-11	2011-12	2012-13
1 – 20 days of service	\$107	\$111	\$115	\$119
20.5 – 50 days of service	\$119	\$123	\$127	\$131
50.5 or more days of service	\$122	\$126	\$130	\$134

Per diem substitutes who work fifty (50) days or more in a year will be paid for days worked in the following year in accordance with the rates below:

	2009-10	2010-11	2011-12	2012-13
50.5 or more days of service	\$126	\$130	\$134	\$138

- A) Assignments of less than one-half (1/2) day are not to be counted. Assignments of less than a full day but more than one-half (1/2) day shall count as one-half (1/2) day toward the above referenced twenty and one-half (20.5) days of service.
- B) Per diem substitutes are required to notify the Assistant Superintendent for Human Resources of their eligibility for the twenty and one-half (20.5) or more daily rate on their nineteenth (19th) day of service. For notifications after the twentieth (20th) day the per diem rate change will take effect on the next substitute day after notification.
- C) Per diem substitutes are required to notify the Assistant Superintendent for Human Resources of the eligibility for the fifty and one-half (50.5) or more daily rate on their forty ninth (49th) day of service. For notifications after the fiftieth (50th) day the per diem rate of change will take effect on the next substitute day after notification.
- D) From six (6) to twenty (20) consecutive days of substitute employment for the

same teacher, the substitute shall receive an additional eighteen dollars (\$18) a day commencing with the sixth (6th) consecutive day of employment in such assignment.

1. Per diem substitutes are required to notify the Assistant Superintendent for Human Resources of their eligibility for this stipend as soon as possible.
 2. If payment has not occurred during the assignment, the extra stipend will be paid after appropriate notification in 4.1 D-1 above. Said payment will occur on the next payday not in process at the time.
 3. An interruption without pay of not more than one (1) day may be approved by the District. For consideration of same, a written request giving reasons for the absence must be submitted to the Human Resources Office within (2) days of the absence. Disapproval by the District shall not be the subject of the grievance procedure.
- E) On the twenty-first (21st) day of substitute employment for the same teacher, the substitute will be compensated, retroactive to day one, at the rate of 1/200th of Experience Level One of the teacher salary in effect plus appropriate graduate credit hours earned and on file. If no transcripts are on file, said substitute will be paid at the 1/200th of EL 1B+0 until such time as the certified transcript has been provided. It will be the expectation of the District that the substitute will attend appropriate departmental meetings and Open Houses plus other normal activities that would be required of the regular classroom teacher.

Section 4.2

A wage rate of seventy-five dollars (\$75) is set for a per diem substitute with a Bachelor's Degree.

- A) After five (5) consecutive days of substitute employment for the same teacher, the substitute shall receive an additional ten dollars (\$10) a day commencing with the (6th) day of employment in such assignment.
1. Per diem substitutes are required to notify the Assistant Superintendent for Human Resources of their eligibility for the above stipend as soon as possible.
 2. If payment has not occurred during the assignment, the extra stipend will be paid after appropriate notification in 4.1 D-1 above. said payment will occur on the next payday not in process at the time.
 3. An interruption without pay of not more than one (1) day may be approved by the District. For consideration of same, a written request giving reasons for absence must be submitted to the District's Human Resources Office within two (2) days of the absence. Disapproval by the District shall not be the subject of the grievance procedure.
- B) Substitutes who newly obtain a New York State teaching certificate and provide a copy to the Human Resources Department will be paid retroactively from the date the certification was effective for days of service with the District.

Section 4.3 Call-In Pay

- A) Should a Baldwinsville per diem substitute be called to work by appropriate District (BOCES calling service or building administrator) representatives erroneously, such substitute teacher shall be paid for a minimum of one-half (1/2) a day and may be given appropriate work by an administrator for one-half (1/2) a day. Should a per diem substitute choose not to stay, it is understood that it is without pay,
- B) No District obligation for call in pay will be incurred when schools are closed due to emergency conditions and timely notice is given to the Syracuse area radio stations.
- C) Baldwinsville per diem substitutes who serve less than a full day shall be remunerated at no less than one-half (1/2) day pay.
- D) When school closes early for any reason, the per diem substitute teacher shall be paid the full amount for which he or she was contracted, *i.e.*, if contracted for a half-day, the half day's pay, and if contracted for a full day, the full day's pay.

Section 4.4 Per Diem Substitute Service for Other Than an Absent Teacher

- A) Per diem substitute teachers shall not be required to substitute for other types of employees unless their application indicates they desire and are willing to do so.
- B) Should a per diem substitute accept another assignment referred to in paragraph 4.4 A, above, they shall be compensated at the District's then prevailing rate (ie: teaching assistant, teacher aide, school nurse, typist 1, etc.).

Section 4.5 Payment

- A) Payment shall be made on a bi-weekly basis for the services rendered during the preceding payroll period.
- B) Per diem substitutes may utilize direct deposit services of the District by completing required authorization forms.

ARTICLE FIVE
FRINGE BENEFITS

Section 5.1 Retirement

Substitute teachers at their election shall be eligible to participate in the New York State Teachers' Retirement System.

Section 5.2 Leave of Absence With Pay

- A) A substitute teacher who is employed in an assignment consisting of twenty (20) consecutive days or more for the same teacher shall accumulate leave benefits at the rate of one (1) day for each twenty (20) days employed.
- B) Such leave may be used for personal illness, illness in the immediate family, bereavement and/or for approved personal business with advance written request including reason.
- C) Said leave shall be used during the same employment period and shall not be cumulative to a subsequent assignment.

Section 5.3 Health and Dental Insurance

- A) Substitute teachers covered by this Agreement at their election shall be eligible to participate in the District's group health and dental insurance programs.
- B) Cost of such participation shall be borne in total by the substitute teacher.
- C) All payments must be received by the last business day of the preceding month. Insurance benefits will be cancelled immediately if payment is not received within sixty (60) hours of said time. Any per diem substitute who has insurance benefits cancelled shall not be eligible for reinstatement.

ARTICLE SIX
MISCELLANEOUS

Section 6.1 Availability

Per diem substitute teachers shall make themselves available for employment when called by a District representative so long as the substitute is notified at least twelve (12) hours in advance.

Section 6.2 Workday

- A) Workdays for each school shall commence between the following times:
 - Baker High School – 7:35 and 7:55 a.m.
 - Durgee Junior High School – 7:30 and 7:50 a.m.
 - Ray Middle School – 7:20 and 7:40 a.m.
 - Elementary Schools - 8:20 and 8:40 a.m.Starting times will be determined prior to the return to school in the fall.
- B) The workday may be extended under emergency conditions by the building principal. On Fridays and on other days preceding vacation days the workday for per diem substitutes who have fulfilled their responsibilities may end at such times as the buses leave the school building.

Section 6.3 Unit Roster

- A) Upon reasonable request the District will provide for the Association a current list of the names of Baldwinsville per diem substitute teachers. On substantially a bi-weekly basis the District will provide for the Association a summary of the names of Baldwinsville per diem substitute teachers who were employed during a payroll period and the gross wages each earned.
- B) A copy of the monthly substitute teacher changes approved by the Board of Education shall be provided to the president of the Association within five (5) school days of the Board of Education meeting.
- C) In accordance with the District intent, every effort will be made to use Certified teachers as substitutes before using non-certified teachers. The District will distribute a list of approved per diem substitute teachers to all buildings, designating certification. Teachers utilizing this list to make their own substitute arrangements will be informed of the District's preference in using certified rather than non-certified individuals.

Section 6.4 Payroll Deductions for Association Membership

- A) If so authorized in writing by the substitute teacher, the District agrees to deduct from the salaries of such substitutes dues to the Baldwinsville Substitute Teachers' Association and to transmit the moneys so deducted promptly to the Association president or designee. The District shall also deduct from the salary of teachers in the bargaining unit who are not members of the Association an amount equivalent to dues levied by the Association, in accordance with Chapter 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 fee deduction as required in Section 3 of Chapter 677 and 678 of the Laws of 1977 of the State of New York.
- B) The Association president shall notify the Assistant Superintendent for Human Resources of the dues structure by September 1 annually.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals this

28th day of July, 2009.

Baldwinsville Central School District

By Jeanne M. Dangle
Jeanne Dangle
Superintendent

Baldwinsville Substitute
Teachers' Association

By Sally A. Korte Weyer