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Contract Database Metadata Elements

Title: **Lancaster Central School District and Lancaster Association of Substitute Teachers (2007)**

Employer Name: **Lancaster Central School District**

Union: **Lancaster Association of Substitute Teachers**

Local:

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COLLECTIVE NEGOTIATIONS AGREEMENT
BETWEEN
THE SUPERINTENDENT OF SCHOOLS OF THE
LANCASTER CENTRAL SCHOOL DISTRICT
AND
THE LANCASTER ASSOCIATION OF
SUBSTITUTE TEACHERS

Notice: It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of the law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

BEGINS: JULY 1, 2007
ENDS: JUNE 30, 2010

RECEIVED

FEB 11 2008

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

(50 joined) approx.
represent 240

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PREAMBLE

The New York State Public Employment Relations Board (in its Case No. C-2402 on June 7, 1982) having: [i] certified the Lancaster Association of Substitute Teachers as the exclusive representative for the purpose of collective negotiations and the settlement of grievances of employees of the Lancaster Central School District in the following unit:

Included: All regular day-by-day substitute teachers who in the immediately preceding school year received the reasonable assurance of continuing employment referred to in Civil Service Law, S201.7 [d].

Excluded: All other employees

and [ii] ordered the district to negotiate collectively and enter into a written agreement with the Association in regard to terms and conditions of employment and to negotiate collectively with the Association in determination of and administration of grievances; the District and the Association now agree to the following:

ARTICLE 1 - CONCERNING THIS AGREEMENT

Section 1.1 - Definitions

- 1.1.1 "District" means the Lancaster Central School District and applies to all persons (e.g., the Superintendent of Schools, administrators, supervisors) and bodies (e.g., the Board of Education) authorized to act on behalf of the District.
- 1.1.2 "Board" means the Board of Education of the District and applies only when it is intended that the Board itself shall act or refrain from action.
- 1.1.3 "Superintendent of Schools" means the person appointed by the Board to serve on a regular or acting basis as the Superintendent of Schools. Anything which this Agreement requires or permits the Superintendent of Schools to do may be done by a person designated by the Superintendent of Schools to act on behalf of the Superintendent of Schools.
- 1.1.4 "Association" means the Lancaster Association of Substitute Teachers.

- 1.1.5 "Employee" means a certified substitute teacher included in the unit set forth in the Preamble to this agreement. The phrase "day-by-day substitute" used therein is hereby interpreted to include per diem substitute teachers, but it does not include interim substitute teachers (i.e. substitute teachers employed to replace a regular teacher who is on unpaid leave).
- 1.1.6 "Party" means the District or the Association.
- 1.1.7 "Parties" means the District and the Association.
- 1.1.8 "Agreement" means this Agreement, all appendices referred to in this Agreement and all amendments to this Agreement.
- 1.1.9 "Amendment" means a change in the provisions of this Agreement made during its term by mutual consent of the parties.
- 1.1.10 "Execution date" means the date identified as such under the heading "SUBSCRIPTION" of this Agreement which shall be the date on which the parties both sign this Agreement or, if the parties sign on different dates, then the latest date on which a party signs.
- 1.1.11 "Unit" and "negotiating unit" each mean the employer-employee negotiations unit as set forth in the Preamble to this Agreement.
- 1.1.12 "Fiscal year" means the period which begins at 12:01 a.m. on July 1st of each year and ends at midnight on the next following June 30th.
- 1.1.13 "Long-term assignment" means an assignment in which the employee replaces, for a consecutive period of at least seventeen (17) school days, a particular regular teacher who is on a paid leave of absence.
- 1.1.14 "Regular teacher" means a teacher who is in the negotiation unit of "all certified, probationary, and tenured, professional employees, interim subs (sic) and those teachers on a preferred eligibility list of the District."
- 1.1.15 "School Day" means a day on which the schools of the District are open for instruction of pupils (even though one or more, but not all, of the schools may be closed for emergency or other reasons).
- 1.1.16 "Reasonable assurance of continuing employment" means a written communication to an employee on or before the end of one school year, which refers to the succeeding school year, and which contains this statement:

"You are hereby assured that you will be placed on the District's substitute teacher list for school year 20__- 20__ and called for substitute teacher work in accordance with the needs of the District for such work and its policies in existence at the time the call is made."

Section 1.2 - Term of Agreement

- 1.2.1 The term of this Agreement begins at 12:01 a.m. on July 1, 2007 and ends at midnight on June 30, 2010. Henceforth the term of this agreement shall coincide with the terms of that agreement between the Lancaster Central School District and the Lancaster Central Teachers Association.
- 1.2.2 Each provision of this Agreement goes into effect when the term of this Agreement begins and goes out of effect when the term of this Agreement ends unless the provision in question expressly states a different beginning and ending date in which case such different dates shall apply. There is no obligation to continue any provision of this Agreement or any term or condition of employment beyond the term of this Agreement unless the parties expressly agree in writing to continue any such provision or term or condition of employment.
- 1.2.3 If either party desires to negotiate a successor to this Agreement, it shall give notice to the other party during the last fifteen days of the term of this Agreement. Such negotiations shall begin on a mutually agreeable date not less than twenty days nor more than forty days after the notice is delivered to the receiving party.

Section 1.3 - Amendments and Waivers

- 1.3.1 No provision of this Agreement may be deleted, waived, or changed, and no provision may be added to this Agreement by implication or by any means other than a written and dated amendment to this Agreement signed by authorized representatives of each party.
- 1.3.2 During the term of this Agreement neither party shall have the right to insist upon negotiating any matter whether or not referred to in this Agreement. However, this shall not preclude either party from proposing an amendment to this Agreement nor shall negotiations for a successor to this Agreement be precluded.
- 1.3.3 During the term of this Agreement, the District may alter any term or condition of employment of any employee or group of employees so long as such alteration does not violate any express provision of this Agreement. The district will consult with the Association on demand regarding any such alteration which affects or impacts on the employees.

Section 1.4 - Interpretation and Legal Effect

- 1.4.1 Except when this Agreement says otherwise, the following rules apply in interpreting this Agreement:
- a) A word used in the masculine gender applies also in the feminine.
 - b) A word used in the singular number applies also in the plural.
 - c) Each provision in this Agreement is severable from every other provision.
 - d) Language in this agreement is to be construed as strictly against one party as against the other. It is immaterial which party suggested it.
 - e) Each lettered appendix referred to in this Agreement (for example, "Appendix A") is a part of this Agreement and is incorporated in this Agreement by reference.
 - f) Giving notice to the District means giving notice in writing to the Superintendent by delivering it to him in person (in which case he shall sign a receipt therefor) or by sending it to him by registered or certified mail or telegram addressed to him at Lancaster Central School District, 177 Central Avenue, Lancaster, New York 14086.
 - g) Giving notice to the Association means giving notice in writing to the President of the Association by delivering it to him in person (in which case he shall sign a receipt therefor) or by sending it to him by registered or certified mail or telegram addressed to him at his home address as shown on the books of the District.
- 1.4.2 This Agreement constitutes the entire and complete record of the binding commitments between the parties. From and after the execution dates of this Agreement, no other document shall constitute a binding agreement between the parties unless it is dated on or after such execution date and is signed by a duly authorized representative of each party.
- 1.4.3 No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law. If this Agreement requires a party or a person to do anything that is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid.
- 1.4.4 Any provision of this Agreement which cites a law, rule or regulation is intended to be and shall be interpreted as being only a descriptive summary of such law, rule or regulation. With respect to the subject matter of any such provision of this Agreement, it is the intention of the parties that the provisions of the cited law, rule or regulation shall control.

- 1.4.5 Neither party is obliged to continue any past practice or policy except to the extent, if any, set forth expressly in a particular provision of this Agreement.
- 1.4.6 Except when a particular provision of this Agreement expressly says otherwise, no provision of this Agreement shall be construed to require the District to guarantee to any employee any type, amount or period of work.

Section 1.5 - Recognition and Other Association-District Relations

- 1.5.1 The Board continues, for the term of this Agreement, to recognize the Association is the sole and exclusive representative for the purpose of collective negotiations and the administration of grievances of the employees of the District in the employer-employee negotiating unit described in the Preamble to this Agreement.
- 1.5.2 There shall be no strikes or work stoppages for any reason whatsoever. The Association affirms that it does not assert the right to strike against any government, to assist or participate in such a strike or to impose an obligation to conduct, assist or participate in such a strike.
- 1.5.3 Membership dues will be collected by L.A.S.T. at the beginning of each school year. Throughout the entire school year, the District will notify the Association of any additions or deletions to the list of members within a reasonable period of time after action by the Board of Education.
- 1.5.4 The Association's president at the time of posting shall be given copies of all postings concerning teacher vacancies and inservice programs. The Association shall be given a seat at all Board meetings and shall receive an agenda of the meeting at the same time as it is received by the Board members. Upon request, the Association shall be given a place on the agenda of all regular meetings of the board for reports and announcements. The District shall receive an agenda of all Association Representative Council meetings at the same time the agenda is received by members of that body and shall also receive an agenda, if any, for meetings of the Association's Executive Committee and general membership at the same time as such is received by members of those bodies.
- 1.5.5 A violation of this Agreement may be grieved by an employee. Grievance shall mean alleged breach, misinterpretation or misapplication of any express term of this agreement. Such a grievance shall be processed as follows:

Step 1: Within 5 working days of the occurrence of the violation, the employee will tell the principal of the building where that occurrence took place about the occurrence and state what the employee wants the District to do to correct the situation. Within 5 working days thereafter, the principal shall orally answer the grievance.

Step 2: If the employee is not satisfied with the principal's answer (or if the principal fails to answer within the 5 working day period), the employee may appeal the grievance to the Superintendent of Schools. If no appeal is submitted within 15 working days of the occurrence being grieved, the grievance shall be deemed to have been settled by the principal's answer and further appeal shall be barred. The appeal shall be submitted on the form shown in Appendix A of this Agreement and copies shall be simultaneously sent to the building principal involved and to the Director of Curriculum and Instruction. The Superintendent of Schools shall answer the grievance in writing within ten (10) working days after he receives it.

Step 3: If the Association is not satisfied with the answer of the Superintendent of Schools (or if the Superintendent fails to answer within the ten working day period), the Association may appeal the grievance to the Board of Education. If no appeal is submitted within 35 working days of the occurrence being grieved, the grievance shall be deemed to have been settled by the answer of the Superintendent of Schools and further appeal shall be barred. The appeal shall be submitted by a letter delivered to the Clerk of the Board and copies shall be delivered simultaneously to the Superintendent of Schools and to the Director of Curriculum and Instruction. At the next regular Board meeting the Board shall set a date for a hearing on the grievance at a date not later than the next Board meeting or ten (10) working days thereafter. The Board shall answer the grievance in writing not later than the tenth working day after hearing.

The employee is entitled to be accompanied by an Association representative at all Steps of the above procedure and the representative is entitled to be heard at all Steps. As used in this paragraph 1.5.5, "working day" means a day when school is open for instruction of students except that during July and August it means any day except a Saturday, a Sunday, Labor Day, and Independence Day.

ARTICLE 2 - ECONOMIC MATTERS

Section 2.1 - Pay Rate

2.1.1 Priority Pay Schedule:

Pertains to all substitute teachers who are Lancaster Central School District retirees or substitute teachers employed during the 2001-02 school year and paid on the Tier I pay schedule from the 1999-2002 collective bargaining agreement.

School Year	Pay Scale
2007-2008	\$112.00
2008-2009	\$117.00
2009-2010	\$121.00

Regular Pay Schedule:

Pertains to all substitute teachers employed during the 2001-2002 school year and paid on the Tier II or III pay schedule from the 1999-2002 collective bargaining agreement or new substitutes hired after June 30, 2002.

School Year	Pay Scale
2007-2008	\$92.00
2008-2009	\$95.00
2009-2010	\$99.00

2.1.2 If an employee works less than one full day (i.e. seven hours and twenty-five minutes), his pay for that day shall be:

- 1) his full daily rate if he works more than three hours and forty minutes.
- 2) if he works three hours and forty minutes or less, pay rate as follows:

One-Half Day Pay Schedule

School Year	Pay Scale
2007-2008	\$62.00
2008-2009	\$65.00
2009-2010	\$67.00

- 2.1.3 If an employee is on a long-term assignment, he shall be paid for the first sixteen (16) days in such assignment at the applicable rate set forth in paragraph 2.1.1 of this agreement. From and after the seventeenth (17th) day of such assignment, he shall be paid at a daily rate of \$180.00.

In counting the first sixteen (16) days, an absence because of illness for up to two (2) days or an absence because of death in the immediate family (father, mother, brother, sister, son, daughter, wife, husband, grandparents) for up to five (5) days shall not interrupt the count provided the employee returns to the same assignment. Absences of more than two (2) days for illness, or more than five (5) days for death in the immediate family, or an absence for any other reason shall cause the sixteen (16) day count to begin again at the first day if the teacher returns to the same assignment. One [1] day per month shall be allowed without pay in cases of per diem substitutes serving in the same position. If the count of sixteen (16) days is interrupted by the return of the regular teacher for up to two (2) days, the count is not to be considered void.

- 2.1.4 If an employee is called to work and actually reports to and signs in at the assigned building by the required reporting hour, but the building is closed because of weather or emergency, the employee shall be paid for that full day at the rate which would otherwise have applied unless the district reached the employee at home and instructed the employee not to report or unless the announcement of school closing was made over local radio stations at least one hour prior to the employee's reporting time.
- 2.1.5 If an administrator requires an employee (other than an employee on a long-term assignment) to work longer than a full-day assignment to perform such tasks as participating in open house or scheduled parent conferences or accompanying students to camp or the like, the employee shall be paid one and one-half times his daily rate for that day.
- 2.1.6 If school is closed after classes are in session because of inclement weather or other emergency, an employee on a long-term assignment shall be paid for that day.
- 2.1.7 Retroactive settlement provided in the teachers contract during the absence of a current contract will also be provided for substitute teachers on long-term assignments.

Section 2.2 - Miscellany

- 2.2.1 If an employee's assignment requires the employee to travel between two District schools in the same day for the purpose of giving instruction at each school (as distinct from attending meetings or other purposes), the employee shall be reimbursed by the District at the rate per mile then allowed by the Internal Revenue Service for business deductions for each mile traveled between the two schools (as distinct from miles to the first school and from the second school).

- 2.2.2 Employees shall be covered by the District for injuries sustained while at work for the District pursuant to and to the extent allowed by the New York State Workers Compensation Law.
- 2.2.3 An employee who has worked for the District as a substitute for at least thirty days during the preceding fiscal year, who certifies in writing that he is not covered by a group health insurance plan of his own or that of any other person, and who is in fact not so covered, may be covered by the District's group health insurance plans provided that such an employee pays the annual premium on a quarterly basis to the district on or before July 10th of the fiscal year for which the employee desires to be covered. If premium rates are increased during the fiscal year, the employee shall deliver to the district the additional premium for the balance of the fiscal year not later than the tenth working day after the District sends to the employee written notice of the premium increase.
- 2.2.4 An employee on a long-term assignment will attend staff development day, at the request of the building administration, and will be paid accordingly.

ARTICLE 3 - OTHER MATTERS

- 3.0.1 A full day assignment shall be consistent with the teacher's work day as defined in the L.C.T.A. contract. Each assignment shall be for a full day unless the District expressly states otherwise in a particular case.
- 3.0.2 An employee may decline to work outside the area or areas for which he is certified without suffering any penalty therefor.
- 3.0.3 Each building shall provide to each employee on the first day of each fiscal year during which the employee works in that building an instruction sheet covering such matters as roll-taking procedure, teaching elementary gym, and the like for that building.
- 3.0.4 Any difficulty or complaint concerning an employee which is to become a matter of record shall be discussed by a building administrator with that employee before it is placed in the District's personnel file on that employee. The employee has the right to bring a member of the Association to his meeting. The employee shall be provided with a copy of any materials which the District intends to place in the employee's personnel file. The employee may submit a written response to any item in the personnel file.
- 3.0.5 The District will not use persons who do not have a teacher certification in any area as substitutes unless it has first exhausted the calling list of employees under this Agreement who are certified in the area for which a substitute is required.

- 3.0.6 No significant change will be made in the present calling system for substitutes without first consulting with the Association, but this does not require the district to consult with the Association concerning hiring or replacement of District personnel who operate the calling system. If the principal of a building, after a personal meeting with the substitute, requests that a particular substitute not be used or only used in an emergency, that request must be made in writing to the Assistant Superintendent for Curriculum and Instruction. A copy of the principal's written request must be sent to the substitute in question.

The substitute calling procedure to be utilized by the Lancaster Central School District is as follows: A rotation system will be utilized except in cases of extreme emergency situations whereby the substitute calling clerk may call those substitutes she feels are most willing to accept the position. The substitute list prepared each year will list the substitutes returning from the previous school year first and new substitutes will be added to the bottom of the list.

Long-term substitute positions occurring after the start of the school year will continue to be selected from the substitute list by the building principals. These placements are not subject to the rotation system.

The District will not direct the substitute calling clerk to replace substitute teachers on the priority pay schedule with new substitutes hired under the current regular pay schedule.

- 3.0.7. In a long-term per diem assignment, an employee shall be selected from the substitute list by the building Principal and teacher.
- 3.0.8 The District reserves the right to remove a substitute teacher who has been inactive for a period of three months from the substitute list. The District will notify the teacher if this provision is utilized. The District will reinstate the teacher to the list when the teacher notifies us that he/she is available to serve as an active substitute on the list. A reinstated teacher will be placed on the applicable salary schedule for their date of original hire provided the teacher returns to active status within the same school year or at the start of the following school year.
- 3.0.9 Substitute Teachers shall be given the opportunity to have electronic transmission of payroll deposits to participating financial institutions. A payroll sheet option sheet shall be provided to the Substitute Teacher. This sheet shall be mailed to the home address of the substitute teacher prior to the beginning of the school year, or at the time of appointment to the Substitute Teacher list.

SUBSCRIPTION

In witness of all of the foregoing, the representatives of the parties have signed their names below.

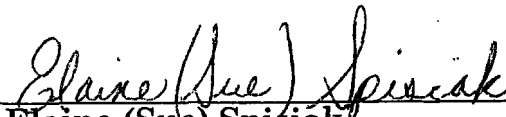
FOR THE DISTRICT:

FOR THE ASSOCIATION:

By:


Edward J. Myszka
Superintendent of Schools

By:


Elaine (Sue) Spisiak
President of L.A.S.T.

Execution Date:

July 1, 2007

APPENDIX A

TO: Superintendent of Schools

COPIES TO: Building Principal
Asst Supt for Instruction

[1] On _____, the following occurred:
(Date)

[2] This violated paragraph(s) of the Agreement:

[3] This is what I want the District to do to correct the situation:

Employee's Signature

Date Submitted