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Union: **Auburn Per Diem Substitute Teachers, New York State United Teachers (NYSUT), AFT, AFL-CIO**

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TSV6 / 8371

**NEGOTIATED AGREEMENT
BETWEEN THE
SUPERINTENDENT OF SCHOOLS
AUBURN ENLARGED CITY SCHOOL DISTRICT**

AND THE

**AUBURN PER DIEM SUBSTITUTE TEACHERS/NYSUT
New York State United Teachers, AFT, AFL-CIO**

7/1 6/30
2006-2010

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

MAR 16 2010

ADMINISTRATION

271

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ARTICLE 1
NEGOTIATING UNIT

Section 1. Certification

The Auburn Enlarged City School District acknowledges the Order of the Public Employment Relations Board in Case Number C-3646 which certified the Auburn Per Diem Substitute Teachers/NYSUT, New York State United Teachers, AFT, AFL-CIO as the exclusive representative of the employees in the identified negotiating unit.

Section 2. Negotiating Unit

- 2.1 The negotiating unit shall include each per diem substitute teacher who receives from the Auburn Enlarged City School District an assurance of continuing employment in conformance with Civil Service Law section 201.7(d) for the duration of the period covered by such assurance, subject to dismissal or resignation.
- 2.2 The negotiating unit shall also include all others who are employed by the District as per diem substitute teachers commencing with the first day of service actually rendered and continuing for the duration of the current fiscal year.
- 2.3 Negotiating unit members who commence employment as a teacher, or Long Term Substitute Teacher, as such terms are defined herein, shall be excluded from representation as an Auburn Per Diem Substitute Teacher for the entire duration of their service as a teacher or long term substitute teacher.
- 2.4 All other employees of the District are excluded.

ARTICLE 2

DEFINITIONS

- 2.1 Per Diem Substitute Teacher shall refer to members of the bargaining unit.
- 2.2 District shall refer to the Auburn Enlarged City School District.
- 2.3 Administration shall refer to supervisory employees of the District, not limited to, but including, building principals and central office administrators when acting within their normal area of responsibility.
- 2.4 Superintendent shall refer to the Superintendent of Schools or any person designated by the District to act on behalf of the Superintendent of Schools.
- 2.5 Long Term Substitute Teacher shall refer to a substitute teacher employed for an extended period of time and recognized by the district as a member of the Auburn Teachers Association unit.
- 2.6 Work Day shall refer to a day of per diem substitute teaching service, which shall be equivalent to the basic teacher work day.
- 2.7 School Year shall refer to the teacher work year.

ARTICLE 3

MANAGEMENT RIGHTS

The School District retains the sole and exclusive right to manage its business and services and to direct the work force, including, but not limited to, the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, and machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine the numbers and duties of employees; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend with or without pay and discharge employees, to hire, layoff, assign, transfer, promote and determine the qualifications of employees; determine whether or not to subcontract, to establish bussing procedures and requirements, and to make the rules and regulations pertaining to employees covered by this agreement; to determine the starting and quitting time and the number of hours to be worked, subject only to such regulations governing the exercise of these rights as are expressly provided by law. The School District reserves the right to reduce the work force at any time as conditions demand.

It is the intention of the parties that all of the rights, powers, and authority that the District had prior to the signing of this agreement are retained by the District and that with the exception of specific provisions of this agreement the District shall have unrestricted right to manage its affairs. This Agreement constitutes the full and complete commitments of the School District to the Per Diem Substitute Teachers' Association.

ARTICLE 4
COMPENSATION

Section 1. Uncertified Per Diem Substitute Teachers

- 1.1 Effective July 1, 2008, compensation for uncertified per diem substitute teachers for day one and beyond shall be \$80.00 for each day of service.
- 1.2 Effective July 1, 2009, compensation for uncertified per diem substitute teachers for day one and beyond shall be \$82.00 for each day of service.

Section 2. Certified Per Diem Substitute Teachers

- 2.1 Effective July 1, 2008, compensation for certified per diem substitute teachers for day one and beyond shall be \$91.00 for each day of service.
- 2.2 Effective July 1, 2009, compensation for certified per diem substitute teachers for day one and beyond shall be \$93.00 for each day of service.

Section 3. Compensation After Ten Days

- 3.1 After a member of the negotiating unit has worked for ten (10) days the member shall be entitled to be paid an additional \$10.00 for each day of service beginning with the eleventh (11th) day. Thereafter, the \$10.00 additional payment will continue for each day of service providing that the member of the negotiating unit continues to provide at least one (1) full day of active service in each succeeding school year. In the event the member of the negotiating unit does not provide at least one (1) full day of active service in a succeeding school year, the member of the negotiating unit shall be deemed to have a break in service and will not be eligible for the \$10.00 additional payment until after ten (10) days of service have been completed again.
- 3.2 Except as provided in section 3.1, a member of the negotiating unit working in the same assignment for at least ten (10) days during a school year will not be considered to have a break in service if they have an illness that results in absence of three (3) days or less, or if there is an absence due to death in the immediate family of not more than one (1) day.
- 3.3 The provisions of section 3 pertaining to ten (10) days service instead of ten (10) consecutive days of service shall take effect and apply to per diem substitute service occurring on and after September 1, 2002.

Section 4. Cancellation of Work As a Result of Emergency

- 4.1 Auburn Per Diem Substitute Teachers who are called to work by the District, who report to work and who work for a minimum of two (2) hours shall be paid a full day's pay in the event the school building is closed as a result of an emergency.

Section 5. Call In Pay and Snow/Emergency Days

- 5.1 Auburn Per Diem Substitute Teachers called to work by the District, and as a result of error on the part of the District, shall be paid for a minimum of one-half of a day and may be given appropriate work by the Administration for one-half of a day. Should a per diem substitute choose not to stay, it is understood that no pay will be due.

Section 6. Substitute Calling

Insofar as feasible certified substitute teachers will be called first before non-certified substitute teachers are called. Provided that service is satisfactory, an effort will be made to retain the same substitute, certified or uncertified, in a classroom when a teacher is absent for multiple days.

Section 7.

The per diem substitutes shall have a box in the main office of each school building.

ARTICLE 5

EMPLOYMENT OPENINGS

Notices of all openings for Teaching and Long-term Substitute Teaching positions within the District and for administrative and supervisory positions shall be posted in the main office and sent to the President of the Per Diem Substitute Teachers unit.

ARTICLE 6

SUBSTITUTE TEACHER DUE PROCESS

Section 1.

In the event that there is a recommendation made to the Board of Education to remove the name of a member of the negotiating unit from the approved list of per diem substitute teachers, the substitute teacher may have an opportunity to meet with the Assistant Superintendent for Personnel. The substitute teacher must submit a request for a meeting in writing within seven (7) business days of the date of notice that a recommendation is being made to remove his or her name from the approved list of per diem substitutes. The substitute may be accompanied by a representative of the Auburn Per Diem Substitute Teachers' Association.

Section 2.

In the event that the matter is not satisfactorily resolved at the conference with the Assistant Superintendent for Personnel, the substitute teacher may appeal to the Superintendent of Schools by filing a written request for a hearing within seven (7) business days of the date of the conference with the Assistant Superintendent for Personnel. The Superintendent of Schools will convene a hearing within ten (10) business days of the date of receipt of the written notice of appeal. The substitute may be accompanied by a representative of the Auburn Per Diem Substitute Teachers' Association. The decision of the Superintendent of Schools will be final.

ARTICLE 7
DUES DEDUCTION

Section 1.

The Board of Education of the Enlarged Auburn School District agrees to deduct from the salaries of its employees dues for the Auburn Per Diem Substitute Association and its affiliates, as said substitutes individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to the Auburn Per Diem Substitute Association. Substitute authorizations shall be in writing in the form set forth below:

TO THE BOARD OF EDUCATION:

I hereby authorize you, according to arrangements agreed upon with the Auburn Per Diem Substitute Association, to deduct from my salary and transmit to said Association. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability thereof. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing.

PAYROLL DEDUCTION AUTHORIZATION

Social Security Number _____

Last Name _____ F. _____ M. _____

District Name _____

Association _____

Section 2. Teacher's Retirement

The District will deduct from each paycheck the appropriate amount for the Teachers' Retirement System for those per diem substitutes who qualify and elect to join the Teachers' Retirement System.

Section 3. Credit Union

The District will deduct from each paycheck the amount authorized by the per diem substitute for the Credit Union.

ARTICLE 8

UNIT ROSTERS

The District will provide for the Association, twice each school year, a current list of the names and addresses of Auburn Per Diem Substitute Teachers and their certification areas.

ARTICLE 9

COMPLIANCE WITH LAW

If any provision of the agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, or would tend to impinge upon or reduce in any way the duties or responsibilities of the Superintendent of Schools or Board of Education as defined in Sections 2503, 2508, or other sections of the Education Law pertaining to the duties and responsibilities of the Board of Education, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications will continue.

ARTICLE 10
WORKING CONDITIONS

Section 1. Student Attendance

Bargaining unit members will be provided with student attendance information each day of service.

Section 2. Staff Development

If bargaining unit members are required to attend staff development then they shall be compensated at their corresponding per diem rate of pay.

ARTICLE 11

COMPLETE AGREEMENT

This agreement shall constitute the full and complete commitments of the Auburn Enlarged City School District to the Auburn Per Diem Substitute Teachers Association. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to terms and conditions of employment and other subject or matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the District and the Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to negotiate collectively with respect to any term and condition of employment or any other subject or matter not specifically referred to or covered in this agreement, even though such term and condition of employment or any other subject or matter not specifically referred to or covered in this agreement, even though such term and condition of employment or other subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

ARTICLE 12
DURATION CLAUSE

Section 1.

Except as otherwise provided within the provisions contained herein, this agreement shall take effect on the date that it is ratified by both parties and it shall continue in full force and effect until June 30, 2010. This agreement shall apply to employees in the negotiating unit who are in active employment on the date that the agreement is ratified by both parties.

Section 2. TAYLOR LAW, SECTION 204-A. AGREEMENTS
BETWEEN EMPLOYERS AND EMPLOYEE ORGANIZATIONS.

2.1 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.

Section 3.

Notice of modification shall be in writing and shall be sufficient if sent by certified mail addressed, if to the union to the last designated secretary of the union, and if to the employer, to the Superintendent of Schools of the Auburn Enlarged City School District.

The failure of the unit to notify the District of its desire to modify the terms of this agreement as provided herein on or before February 1, of the year any agreement is due to expire shall constitute a waiver of the right of the unit to negotiate terms and conditions of employment for the succeeding fiscal year.

FOR THE EMPLOYER

FOR THE UNION

J. D. Pabis
Superintendent of Schools

Sally Jo Widmer
Unit President

Dated: _____

Dated: _____

