

AGREEMENT BETWEEN
THE SUPERINTENDENT OF SCHOOLS OF
THE BATAVIA CITY SCHOOL DISTRICT
AND
THE BATAVIA TEACHERS' ASSOCIATION
REPRESENTING
PER DIEM SUBSTITUTE TEACHERS/SUBSTITUTE TEACHER AIDES
2016-2019

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ARTICLE 1 PREAMBLE

This Agreement is entered into between the Superintendent of Schools of the Batavia City School District, hereinafter referred to as the “Board” and the Batavia Teachers’ Association, representing Per diem Substitute Association referred to as the “PD Association”.

ARTICLE 2 RECOGNITION

The New York State Public Employment Relations Board (in its Case No. C-2489) having (I) certified the Batavia Teachers’ Association as the exclusive representative for the purpose of collective negotiations and the settlement of grievances of employees of the Batavia City School District in the following unit:

Included: All regular day-by-day Substitute Teachers/Substitute Teacher Aides who have been approved by the Board of Education.

Excluded: All other employees of the District.

and (ii) ordered the District to negotiate collectively and enter into a written Agreement with the PD Association with regard to terms and conditions of employment and to negotiate collectively with the PD Association in determination of and administration of grievances.

ARTICLE 3 GRIEVANCE PROCEDURES

301 Declaration of Purpose

It is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to alleged grievances of professional staff members.

302 Definitions

302.1 Aggrieved Party: Aggrieved party shall mean any staff member or group of members covered by this Agreement.

302.2 Grievance: A Grievance is a dispute or controversy arising out of the application or interpretation of this Agreement.

302.3 Party in Interest: Party in interest shall mean any party named in a grievance who is not the aggrieved party.

302.4 School Day: School day shall mean any day that full-time teachers are scheduled to work.

303 General Procedures

- 303.1** Each written grievance shall include the name of the aggrieved party, the specific article and section of this Agreement involved in the alleged grievance, the identity of the party allegedly responsible for causing the existence of the said events, or conditions if known, and a statement of the nature of the grievance and the redress sought by the aggrieved party.
- 303.2** The PD Association may submit a grievance as an aggrieved party directly at Stage Three of this procedure.
- 303.3** Nothing contained herein shall be construed as limiting the right of any professional staff member having an alleged grievance to discuss the matter informally with any appropriate supervisor or member of the administration.
- 303.4** The existence of the grievance procedure hereby established shall not be deemed to require any Substitute Teacher/Substitute Teacher Aide to pursue the remedies here provided.
- 303.5** The seeking of relief pursuant to this procedure shall constitute a waiver of any right to seek the same or similar relief in any other forum; and the seeking of relief in any other forum shall constitute a waiver of the right to pursue a grievance hereunder.
- 303.6** At all stages of the procedure hereunder, the aggrieved party shall have the right to proceed either alone or with a representative of his/her choosing.

304 Time Limits

- 304.1** No alleged grievance shall be entertained and any alleged grievance will be waived unless presented at the first available stage within fifteen (15) school days after the aggrieved party knew or should have known of the act or condition on which the grievance is based.
- 304.2** If an aggrieved party fails to appeal an unsatisfactory disposition of his or her alleged grievance to the next step of the procedure within the specified time limit, the grievance shall be deemed to be discontinued and further appeal shall be barred.
- 304.3** Failure at any step of the grievance procedure to communicate a decision to the aggrieved party within the time limits specified shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decisions been communicated on the final day.
- 304.4** The time limits provided may be extended by mutual agreement in writing

between the aggrieved party and the Superintendent.

305 Stage One: Informal Stage

305.1 A staff member having an alleged grievance shall discuss it with his or her immediate supervisor appropriate to the situation with the objective of resolving the matter informally.

306 Stage Two: Immediate Supervisor

306.1 If the grievance is not resolved informally, it shall be reduced to writing and presented to the immediate supervisor appropriate to the situation within ten (10) school days after the informal conference.

306.2 Within five (5) school days after the written grievance is presented to him or her, the said immediate supervisor shall render a decision thereon, in writing, and present said answer to the aggrieved party and to the PD Association.

307 Stage Three: Superintendent

307.1 If the grievance is not satisfactorily resolved at Stage Two of the grievance procedure, said aggrieved party shall, within ten (10) school days, present the written grievance and the written decision of the immediate supervisor to the Superintendent or his designee.

307.2 Within ten (10) school days after the written grievance and written decision at Stage Two are presented to him/her, the Superintendent or his/her designee shall convene a hearing with the aggrieved party and all parties in interest.

307.3 Within five (5) school days after the close of the hearing, the Superintendent or his/her designee shall present his/her written decision to the aggrieved party and to the PD Association.

308 Board of Education

308.1 If the grievance is not satisfactorily resolved at Stage Three and if the aggrieved party wishes to proceed further under the grievance procedure, the aggrieved party shall within twenty (20) school days after receipt of the decision at Stage Three present the Superintendent and the PD Association with a written request that the grievance be submitted to the Board of Education.

308.2 Within ten (10) school days, the Board of Education or a committee of its members shall hold a meeting for the purpose of hearing the grievant's alleged violation of the Agreement.

308.3 Within ten (10) school days of the close of the meeting, the Board of Education shall present its written decision to the grievant and the PD Association.

ARTICLE 4: MANAGEMENT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control its business to the full extent of the law, except as provided by the terms and conditions of the Agreement.

ARTICLE 5: HANDBOOK

- 501** A handbook shall be developed and revised by the District in a process, which includes Administrators, Teachers and Per Diem Substitutes and shall be submitted to the Superintendent for approval.
- 502** The content of the handbook shall be District-wide policies and building-level policies affecting the role of the per diem substitutes and shall not conflict with the Agreement.
- 503** The Superintendent shall make every reasonable effort to be directly involved in the development of this handbook.
- 504** Content of handbooks shall not be subject to the grievance procedure as of July 1, 1987.

ARTICLE 6: WORK DAY

The work day of the per diem Substitute Teachers/Substitute Teacher Aides is from 8:00am until 3:00pm. Included in this time is a 30 minute lunch period. It is understood that should an emergency arise, the per diem substitute may be asked to extend the work day to assist the teachers (for example: bad weather, bus emergencies, etc.).

ARTICLE 7: CALL IN PROCEDURES

701 Assignment Lists

- 701.1** There shall be a separate list of available and acceptable per diem substitute teachers for each subject area in the District. This list shall be developed as follows:
 - A. Per Diem substitute teachers shall indicate each subject area in which they desire to provide service.

- B. The Superintendent or his/her designee shall interview prospective per diem substitute teachers/substitute teacher aides, shall indicate which individuals are acceptable and recommend them to the Board of Education for their approval.
- C. The Board of Education shall approve those individuals whom it finds acceptable for inclusion on the assignment lists.

701.2 Subject Area Certification

For the purposes of this agreement, any reference to “Certified” teacher shall also mean a person who has minimally earned a bachelor’s degree with a Renewable Teaching License according to the changes in certification established by the Commissioner of Education as of February 1, 2004.

702 Call-In Procedure

702.1 Classroom teachers must call the Substitute Registry. They may request a specific A list substitute. Other requests may be honored according to the priority established in 701.2.

702.2 When contacted by the classroom teacher, the Substitute Registry shall select substitute teachers from list A on a rotational basis. Only when all A list substitutes have been deemed unavailable, may substitutes from B and C lists be contacted.

702.3 The Substitute Registry shall certify to the District that the rotation procedure is being complied with and the report will be shared with the BTA.

703 Emergency Filling of Positions

Should a substitute vacancy occur during the workday when the Substitute Registry is not in operation, the Main Office shall fill the vacancy with the first available substitute from the approved lists. If the vacancy still exists the following morning, the Substitute Registry shall be used according to section 702.

**ARTICLE 8: REMOVAL FROM
SUBSTITUTE TEACHER/SUBSTITUTE TEACHER AIDE LIST**

Building administrators shall report unsatisfactory performance in any or all certification areas to the Superintendent. Prior to a building administrator recommending removal (in part or whole) of a substitute’s name from the assignment list, the Substitute Teacher/Substitute Teacher Aide shall be notified and given an opportunity to consult with the building administrator and/or Superintendent. The substitute shall have the right to representation. The Superintendent may

direct the Substitute Registry to remove the substitute from the Substitute Teachers/Substitute Teacher Aides List or portions thereof.

ARTICLE 9: PHYSICAL EXAMINATION

The District’s appointed physician shall perform a physical examination if required for employment as per diem Substitute Teacher/Substitute Teacher Aide. However, if the Substitute Teacher/Substitute Teacher Aide desires that his/her own physician perform the examination, it shall be at the Substitute Teacher/Substitute Teacher Aide’s own expense.

ARTICLE 10: SALARY

Effective July 1, 2016, Substitute Teacher/Substitute Teacher Aides shall be compensated as follows:

		<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>
1001	Salary, 2016-19	\$85.00	\$105.00	\$130.00

1. Tier 1 Substitutes - Possess a BA or BS degree/No teaching certification
 Tier 2 Substitutes - Certified Substitute Teachers (A & B List)
 Tier 3 Substitutes - Retired Batavia City School District Teachers
2. Substitute Teacher Aides (D List) are paid at Step 1 of Clerical Association Contract
3. Substitute Nurses:

Registered Nurses	Licensed Practical Nurses
\$130.00 Per Day	\$105.00 Per Day
4. Uncertified Substitute Teachers are limited to ninety (90) days allowable to work per school year as a teacher.
5. The following provision applies to any retired Batavia School District employee who holds a Permanent New York State Teaching Certificate and retires from teaching service with the District with a full time retirement benefit under the NYSTRS, who meets the terms and conditions set forth under Article 19 of the agreement between the Batavia Teachers’ Association and the Batavia City School District in effect at the time of the teacher’s retirement, who is willing to return to the District for substitute duty, and is approved by the Board of Education.
 - a. Retired Batavia City School District teachers who substitute for more than 20 days in the same position will receive \$275 a day commencing on the 21st day. Payment of the additional amount shall be retroactive.

1002 If an employee works less than one full day, his/her pay for that day shall be as follows:

1002.1 His/her full daily rate if he/she works more than three and one-half hours.

1002.2 One-half his/her daily rate if he/she works three and one-half hours or less.

1002.3 In the event that a Substitute Teacher/Substitute Teacher Aide is called for service and schools subsequently are closed, the Substitute Teacher/Substitute Teacher Aide shall receive one-half of the daily rate under Section 1001 above.

1003 The District shall use certified personnel whenever possible and in no case shall an uncertified person work more than ninety (90) days in any one school year.

1004 Any per diem sub who works 80 days or more in a single school year in Batavia City Schools will receive a \$250 bonus at the end of the school year.

ARTICLE 11: SAVINGS

If any Articles, Sections or provisions of this Agreement shall be found to be contrary to or in conflict with Federal or State law, that Article, Section or provision only shall be rendered void with no effect because of the contradiction or conflict with Federal or State law to any other Article, Section or provision of this Agreement.

ARTICLE 12: NO STRIKE

The PD Association agrees that it does not have the right to strike or engage in any work stopping against the District and, therefore, shall not cause, instigate, encourage or condone such action on the part of any or all of its members.

ARTICLE 13: COPIES OF THE AGREEMENT

Upon resolution of negotiations and the affixing of signatures on the revised Agreement, the District shall keep an original signed copy on file in the Administration Building, make an additional signed copy available to the BTA President, and create a PDF file available to staff, including Per Diem Substitute Teachers/Substitute Teacher Aides in the Employee Google Drive Area. Copies will be made available to substitutes as they are approved.

ARTICLE 14: CIVIL SERVICE LAW, ARTICLE 14, SECTION 204a

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 15: HEALTH INSURANCE

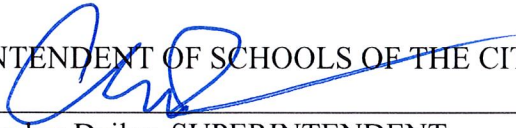
If a Substitute Teacher/Substitute Teacher Aide were to qualify for Health Care from the District under the Affordable Care Act due to days worked in the District, the individual would be eligible for only the GAHP High Deductible Plan with a contribution rate of 25% for the employee.


ARTICLE 16: DURATION

This Agreement shall become effective on July 1, 2016 and shall continue in force until June 30, 2019. The Per Diem Association and the Superintendent shall present their proposals for any modification of the Agreement no later than February 15, 2019.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal the Agreement on this 6th day of September, 2016.

BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF BATAVIA, NEW YORK.
BY  DATE 9/12/16
Patrick Burk, BOARD OF EDUCATION PRESIDENT

SUPERINTENDENT OF SCHOOLS OF THE CITY OF BATAVIA, NEW YORK
BY  DATE 9/7/16
Christopher Dailey, SUPERINTENDENT

BATAVIA TEACHERS' ASSOCIATION REPRESENTING PER DIEM SUBSTITUTE TEACHERS/SUBSTITUTE TEACHER AIDES
BY  DATE 9/8/16
Mark Warren PRESIDENT, BATAVIA TEACHERS' ASSOCIATION