

THE CONTRACTUAL AGREEMENT

BETWEEN

THE CITY SCHOOL DISTRICT OF ROCHESTER

AND

THE PER DIEM SUBSTITUTE TEACHERS UNIT

OF

THE ROCHESTER TEACHERS ASSOCIATION

(NYSUT/AFT/NEA-AFL/CIO)

JULY 1, 2017 – JUNE 30, 2020

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**PREFACE**

Substitute Teachers are professional educators performing valuable teaching and learning services to deliver quality education services to the students and for the teachers and City School District.


**SECTION 1  
RECOGNITION**


The Board of Education of the City School District of Rochester (hereinafter referred to as the "Board") hereby recognizes the Rochester Teachers Association (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for a collective bargaining unit called the Per Diem Substitute Teachers Unit (hereinafter referred to as "the Unit") considering of all per diem substitute teachers who have registered with the District to substitute.

**SECTION 2  
DURATION**


This Agreement is made and entered into on this 25th day of August 2017, by and between the Board of Education of the City School District of Rochester, New York (hereinafter referred to as the "Board") and the Rochester Teachers Association Per Diem Substitute Teachers Unit (hereinafter referred to as "the Unit"). The provisions of this Agreement shall be effective July 1, 2017 (unless otherwise indicated), and shall continue in effect until June 30, 2020.

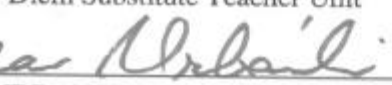
IN WITNESS WHEREOF, the parties hereunto set their hands and seals.  
FOR THE CITY SCHOOL DISTRICT OF ROCHESTER, NEW YORK:

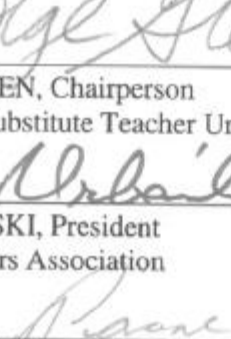
  
\_\_\_\_\_  
BARBARA DEANE-WILLIAMS  
Superintendent of Schools

  
\_\_\_\_\_  
STEVEN CARLING  
Chief Negotiator and Deputy General Counsel

FOR THE ROCHESTER TEACHERS ASSOCIATION/PER DIEM SUBSTITUTE TEACHERS  
UNIT:

  
GEORGE GREVEN, Chairperson  
RTA/Per Diem Substitute Teacher Unit

  
ADAM URBANSKI, President  
Rochester Teachers Association

  
JOHN PAVONE, Chief Negotiator  
Rochester Teachers Association

### **SECTION 3 SAVINGS CLAUSE**

1. This Agreement and all provisions herein are subject to all applicable laws. In the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties but the remainder of the Agreement shall remain in full force and effect as if the invalid provision is not a part of this Agreement.
2. 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 4 WAIVER AND SCOPE**

This agreement shall constitute the full and complete commitments between the parties and may be altered, changed, added to, deleted from or modified only through voluntary mutual consent of the parties in a written and signed amendment to this Agreement. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered a part of the established policies of the Board.

### **SECTION 5 ACADEMIC FREEDOM**

Academic Freedom shall be guaranteed to Per Diem Substitute Teachers, and no special limitations shall be placed upon study, investigating, presenting and interpreting of facts and ideas concerning, man, human society, the physical and biological worlds, and other branches of learning, except those standards of professional educational responsibility applicable to elementary, middle or secondary education.

## SECTION 6 ASSOCIATION RIGHTS

The Board of Education of the City School District of Rochester, New York hereby recognizes the RTA/Rochester Per Diem Substitute Teachers Unit as the exclusive representative of all employees defined in Section 1 of this contract for the duration of this Agreement, and hereby affords to the Association the following rights:

1. To exclusively represent the members of the unit in negotiations regarding wages, hours, and terms and conditions of employment.
2. To represent members of the unit in the processing of grievances.
3. The Board agrees not to negotiate with any organization other than the Association for the duration of this Agreement.
4. a. The Board agrees to furnish the Association with a list containing the names and addresses and numbers of days taught of all unit members and monthly revisions of such list.  
  
b. Every effort will be made to forward updated monthly revisions to the Association no later than five business days after the first payroll is issued in any given month.
5. The Board agrees to provide the Association at least 35 minutes to address per diem substitute teachers at orientation meetings.  
  
a. The Board and its administrators will notify the Association, in writing, of each orientation meeting.  
  
b. This notification will be sent to the Association not less than ten (10) days prior to the orientation meeting.
6. Dues Deduction
  - a. Effective September 1, 1988, the Board of Education agrees to deduct from the salaries of per diem substitute teachers who are members of the Rochester Teachers Association the dues levied by the Association as said per diem substitute teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Association.
  - b. The RTA/Per Diem Substitute Teachers shall certify to the Board the current rates of membership dues of the Association and shall notify the Board of any change in the rates of membership dues.
  - c. Dues deduction authorized by individual per diem substitute teachers shall be continuous unless revoked in writing. Any per diem substitute teachers desiring to have the Board discontinue deductions he/she had previously authorized, must notify the Association in writing and the Association shall notify the Board in writing of said revocation.
  - d. Deductions shall commence and be consistent with the procedures developed jointly by the City School District and the Association.

- e. The Board agrees that it will not accord dues deduction rights to any other teacher organization.
- f. It is specifically agreed that the City School District and the Board of Education assume no obligation, financial or otherwise, arising out of the provisions of this section, and the Association agrees that it will indemnify and hold the District and the Board harmless from any and all claims, actions, demands, suits, or proceedings by an employee, or any other party, arising from deductions made by the District or Board and remittance to the Association of dues and any other fees under this section. Once the funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

7. Agency Fee Deduction

- a. Effective September 1, 1988, the Rochester City School District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Rochester Teachers Association the amount equivalent to the dues levied by the Association and transmit the same so deducted to the Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.
- b. The Rochester Teachers Association affirms that it has adopted such procedure for refund of agency fee deduction as required by Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop deduction shall continue in effect so long as the Rochester Teachers Association maintains such procedure.
- c. The agency fee deduction shall be made following the applicable procedures as set forth in Subsection 7 a. of this Section.

8. Release Time for Unit Chairperson

The Chairperson of the Per Diem Substitute Unit shall be provided with one day per month paid release time from his/her duties and shall suffer no loss in pay or other employment benefits while performing such duties during his/her term of office. Such costs shall be reimbursed by the Association at the cost of the fifty-plus day rate for each day of paid release time.

9. Release Time for Mutually Scheduled Meetings

Whenever representatives of the Per Diem Substitute Unit are mutually scheduled by both parties to participate during working hours in conferences, meetings, or negotiations they shall suffer no loss of pay if they have been assigned to work on that day.

10. Use of Facilities

The Association shall have the following rights subject to reasonable regulations: to use bulletin boards or other communications media, and to use building facilities for the purpose of meetings concerned with the exercise of the rights established in this Agreement.

- 11. No per diem substitute teacher shall be prevented from wearing an insignia, pin or other identification of membership in the Association on school premises.

12. The parties agree to meet periodically during the term of this Agreement to discuss matters of mutual concern.
13. The Board of Education agrees to furnish the negotiating committees in accordance with their reasonable requests all available information concerning financial resources of the district, tentative budgetary requirements, and allocations and such other information as will assist the negotiating committees in developing intelligent, accurate and constructive programs on behalf of unit members and students.
14. Access to Information

Per Diem Substitutes will have the right to be informed about decisions throughout the City School District relative to school and department groupings, new curriculum, inservice programs, and the selection of textbooks and instructional materials. The District shall provide per diem substitutes with access to information by supplying all pertinent written reports that are available to other teachers in the district. Such information will be provided upon request by the Per Diem Substitute Chairperson.

15. The substitute list provided to the Association by the District shall include the trailing number that is assigned to the substitute(s) who share the same phone number(s).

## **SECTION 7 FAIR PRACTICES**

The RTA/Per Diem Substitute Teacher Unit agrees to maintain its eligibility to represent all members of the bargaining unit by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, gender, marital status, sexual orientation, age, or handicapping conditions, and to represent equally all bargaining unit employees without regard to membership or participation in or association with the activities of any employee organization.

The Board agrees to the policy of not discriminating against any employee on the basis of race, creed, color, national origin, gender, marital status, sexual orientation, age, or handicapping conditions or membership or participation in or association with the activities of any employee organization.

## **SECTION 8 MANAGEMENT RIGHTS**

It is understood and agreed that the Board of Education possesses the sole right to operate and be accountable for the City School District, and in the spirit and conditions of school-based planning, management rights repose in it, but that such rights shall be exercised consistently with the other provisions of this Agreement.

## **SECTION 9 GENERAL WORKING CONDITIONS**

1. School principals/department heads, house administrators shall provide each reporting per diem substitute teacher with the current rules, regulations, and policies, and a current time schedule for said school and department.

- a. A current class/time schedule for the teacher or other person the per diem substitute teacher is replacing for the day shall be provided prior to the first class period. The District will make every effort to maintain current information on the teacher's name, subject and/or grade level in the automated substitute calling system.
- b. Every effort shall be made to update teacher's name, subject, grade, etc. on the ASC computer system.

## 2. Equipment and Supplies

- a. Necessary equipment and supplies shall be defined as including but not limited to audio-visual equipment, use of computers, computer programs, copying machines, paper, writing instruments, books and other materials necessary for the per diem substitute teacher to properly perform his/her duties. Classroom, bathroom and elevator keys shall be made available as necessary.
- b. Necessary equipment and supplies shall be made available to the per diem substitute teacher as directed by the classroom teacher the per diem substitute teacher is replacing for the day.
- c. The City School District recognizes that adequate supplies and materials are essential for an effective instructional program. Therefore, the Board shall provide adequate facilities, equipment, supplies and teaching materials for per diem substitute teachers to carry out the instructional program in each school. If possible, such items are to be available in sufficient time prior to the initiation of a dependent instructional program.
- d. Per diem substitute teachers shall be provided with an I.D. badge that identifies them as "Per Diem Substitute Teachers".

## 3. Lesson Plans

- a. Lessons plans for the day(s) shall be available for the per diem substitute teacher's use. Instructions for per diem substitutes relative to paraprofessional schedule, support, breaks, etc. shall be included.

## 4. Time

- a. A per diem substitute who is assigned for more than one (1) day in the same school and the school is closed for emergency conditions, shall be paid for those days the school is closed providing the assignments include the day before and the day after the closing.
- b. When a per diem substitute teacher is sent to a school that does not have an assignment for him/her, the per diem substitute teacher must contact the appropriate substitute employment office for another assignment. The per diem substitute teacher shall be paid for a full day if no assignment is available for him/her on that day.
- c. The number of teaching periods, administrative assignments and other duties shall not exceed the number of teaching periods, administrative assignments and other duties normally taught on the assigned teaching day by the teacher or other person the per diem substitute teacher is replacing.

- d. For secondary schools only, if a per diem substitute is asked and agrees to work an extra period(s) beyond the absent teacher's schedule and in excess of five (5) periods per day, he/she shall be compensated at the rate of \$25 per period or \$35 per block period for each extra period worked. Effective September 1, 2018, the rate shall be \$30 per period or \$40 per block period.
5. Prior to the printing of the next per diem substitute handbook, the District shall confer with the Association to ensure that the handbook content is consistent with the existing contract.
6.
  - a. All per diem substitutes who have NYS certification or who are working towards certification shall be called by the District's Automated Substitute Calling (ASC) system before any uncertified substitutes are called.
  - b. Each semester, the District shall survey the schools' priority calling lists to ensure that only certified substitutes are listed for each school.
7. When a per diem substitute cancels a previously accepted assignment on the day of the assignment by using the ASC system, he/she is also required to notify the school at least one hour prior to the teacher reporting time. If the per diem substitute is unable to contact anyone at the school, he/she should call the substitute employment office which will then contact the school regarding the cancellation.

## **SECTION 10 COMPENSATION**

1.
  - a. Effective July 1, 2017, the daily rate for per diem substitute teachers covered by this Agreement shall be 1/375<sup>th</sup> of the starting salary for RTA Teacher unit members [Step 1 of the teacher unit salary.] If the parties fail to reach agreement on a successor contract by June 30, 2020, the daily rate will be 1/375<sup>th</sup> of the starting salary for RTA teacher unit members [Step 1 of the teacher unit salary], until otherwise negotiated.
  - b. All per diem substitutes receiving the rate for days beyond fifty as of April 1, 1991, shall continue to receive that rate as long as the contract language regarding this rate remains in the collective bargaining agreement and as long as such unit members continue to work at least one day within a two-year period.
  - c. Teachers who attain the fifty-plus (50+) day rate and continue to work at least one day within a two-year period shall retain that level of compensation from school year to school year except as provided in item "d" below.
  - d. Except as provided in "b" above, any teacher receiving the fifty-plus (50+) day rate who subsequently fails to work for the District as a substitute teacher for at least ten (10) days in a given school year, shall, upon their return to work in any subsequent school year as a substitute teacher be compensated at the entry level rate of pay for substitute teachers, except as provided in "e" below. This ten-day threshold shall take effect September 1, 2002, for application in the 2002-2003 school year based on days worked in the 2001-2002 school year.
  - e. Unforeseen circumstances. If unforeseen circumstances beyond the employee's control make it impossible for the unit member to work the requisite ten (10) days as specified in "d" above, e.g., personal or family illness or injury, family responsibilities, economic conditions, etc., he/she may request a review of these circumstances by the Chief Human Resources



Officer who, in turn, shall make a determination about whether or not the employee shall be granted an exception under this provision.

2. Effective July 1, 2017, for per diem substitute teachers who have been employed by the District for fifty (50) days and have worked at least one (1) day as a per diem substitute for the District within the two years preceding the assignment, the daily rate shall be one/two-hundred and fiftieth (1/250) of Step 1 of the teacher unit salary beginning with the fifty-first (51<sup>st</sup>) day. If the parties fail to reach agreement on a successor contract by June 30, 2020, the daily rate will be one/two-hundred and fiftieth (1/250) of Step 1 of the teacher unit salary, until otherwise negotiated.
3. Effective July 1, 2017, except as provided in Section 10.1 b above, for per diem substitute teachers who have been employed by the District for fifty (50) days and have worked at least ten (10) days as a per diem substitute for the District in the year preceding the assignment, the daily rate shall be one/two-hundred and fiftieth (1/250) of Step 1 of the teacher unit salary beginning with the fifty-first (51<sup>st</sup>) day. If the parties fail to reach agreement on a successor contract by June 30, 2020, the daily rate will be one/two-hundred and fiftieth (1/250) of Step 1 of the teacher unit salary, until otherwise negotiated.
4. Effective July 1, 2017 for per diem substitutes who have been employed 100 days or more in the previous school year or in the current school year as either a per diem substitute and/or a contract substitute, the daily rate shall be one/two-hundred and thirtieth (1/230) of Step 1 of the teacher unit salary. If the parties fail to reach agreement on a successor contract by June 30, 2020, the daily rate will be one/two-hundred and thirtieth (1/230) of Step 1 of the teacher unit salary, until otherwise negotiated.
5.
  - a. Effective September 1, 2017, the long term substitute daily rate after the fifteenth day and through the 45<sup>th</sup> day, shall be the per diem rate the substitute is earning as dictated in Sections 10.1 through 10.4 above, plus fifteen dollars (\$15.00); for days 46 through the end of the assignment, the rate shall be one/two hundredth (1/200) per day of the base salary for a new hire in the RTA teacher unit.
  - b. If the regularly appointed teacher returns to his/her position which had been filled by a per diem long term substitute and teaches for five (5) or fewer day and subsequently goes back out on paid absence for the same reasons, the building principal shall have the option to offer that long term substitute the right to return to the position at the same rate and, if applicable, with the same benefits as when the assignment was interrupted.
  - c. For substitutes in long-term assignments, when applicable, snow days or any other days schools may have been closed for emergencies shall be included and count toward the days accumulated for higher pay provided that the substitute teacher works the workdays before and after the closing in the same long-term assignment.
6. Per diem substitutes in continuing assignments extending beyond sixty (60) days shall be entitled to the medical and dental benefits as provided to new hires in the RTA teacher unit.
7.
  - a. Per diem substitutes in continuing assignments shall be granted five (5) unpaid days for illness, personal business or religious observance without jeopardizing their service in the continuous assignment.

- b. On the 61<sup>st</sup> day of a continuing assignment, per diem substitutes shall be granted an additional two (2) unpaid days for illness, personal business or religious observance without jeopardizing their service in the continuous assignment.
8. When the regularly assigned teacher is on unpaid or sabbatical leave, his/her position shall be filled by a contract substitute.
9. Proposal development, curriculum preparation, testing administration and conducting inservice with prior approval by District shall be paid at the rate equal to the rate established for this type of work in the contractual agreement between the RTA Teacher Unit and the District in effect at the time the work is performed.
10. When a substitute teacher is assigned to an itinerant position, he/she shall be paid an additional \$9.00 per day.
11. When a substitute teacher serves a one day jury duty assignment, they shall not suffer any loss of pay, provided they had accepted a job for that day prior to 6:00 pm of the day proceeding the jury duty service.
12. Day and ½ day shall be based upon the new RTA CBA lengths of day for elementary and secondary assignments.

## **SECTION 11 PROFESSIONAL ADVANCEMENT**

1. Superintendent's Conference Days

When the City School District requires attendance, a per diem substitute teacher shall receive a full day's wages when the per diem substitute teacher attends a Superintendent's conference day or other conference day.

2. Workshops

The Board will compensate per diem substitute teachers when attendance at workshops is required.

3. Effective September 1, 2001, unit members who are compensated at the 50+ day rate or higher shall be compensated at the beginning daily rate (1/400<sup>th</sup> of Step 1, RTA Teacher Salary, Appendix A-2) for attendance at up to two (2) Superintendent's Conference Days each school year. As early as possible in the school year, the District will designate two days available for attendance by eligible unit members. Activities appropriate for per diem substitutes shall be provided by the District or approved by the Superintendent or his/her designee prior to a substitute attending. The District will accept input from the Association regarding the content, presenters, location, etc., of such professional development designed for per diem unit members. Final decisions on the content, presenters, location, etc., of such professional development designed for per diem unit members shall rest with the District.

4. The District SETRC will provide fifty (50) copies of SETRC course offering publications to the Association for distribution to per diem substitutes.

## **SECTION 12 GRIEVANCE PROCEDURE**

### 1. Definitions

A “grievance” is defined as an alleged violation, misinterpretation or inequitable application of a specific article or section of this Agreement.

### 2. Procedure

#### a. Step 1

- 1.) Within twelve (12) weeks from the time the alleged grievance occurred, the unit member, directly or accompanied by an Association representative, shall present the grievance to his/her immediate supervisor.
- 2.) Within five (5) working days after presentation of the grievance the immediate supervisor shall meet with the grievant and the Association representative and report his/her findings and decision.

#### b. Step 2

- 1.) If the grievant is not satisfied with the decision rendered at Step 1 he/she shall within ten (10) working days reduce the grievance to writing.
- 2.) The “statement of grievance” shall name the employee involved, must state the facts giving rise to the grievance, shall identify by appropriate reference to all sections of this Agreement alleged to be violated, misinterpreted, or inequitably applied, and shall indicate the specific relief requested.
- 3.) The “statement of grievance” shall be presented to the immediate supervisor who, within ten (10) working days, shall communicate his/her answer in writing to the grievant, Association representative, the RTA office and the Superintendent of Schools or his/her designee.

#### c. Step 3

- 1.) Within ten (10) working days after receipt of the written decision at Step 2, an appeal may be made in writing to the Superintendent of Schools or his/her designee.
- 2.) The Superintendent of Schools or his/her designee, upon receipt of an appeal, shall within ten (10) days schedule a hearing with the grievant and a representative from the RTA office.
- 3.) Within ten (10) working days of the hearing the Superintendent of Schools or his/her designee shall render his/her findings and decision to the grievant and the RTA.

#### d. Step 4 Arbitration

- 1.) If the per diem substitute and/or the Association are not satisfied with the decision at Step 3, and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Step 3.
- 2.) Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually agreeable arbitrator

competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within ten (10) days, a request for a list of arbitrators will be made to the Public Employment Relations Board by either party. The parties shall then be bound by the rules and procedures of PERB in the selection of an arbitrator.

- 3.) The selected arbitrator shall hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues.
- 4.) The arbitrator shall have no power or authority to make any decisions which requires the commission of an act prohibited by law or which adds to, deletes from, or in any way changes, alters, or modifies the terms of this Agreement.
- 5.) The decision of the arbitrator shall be final and binding upon all parties.
- 6.) The cost for the services of the arbitrator shall be borne equally by the Board of Education and the Association.

### 3. Time Limits

- a. Time limits provided in this Agreement may be extended by mutual consent of the parties.
- b. Failure at any step of this procedure to communicate the decision of a grievance within the specific time limit, shall permit the grievant to appeal to the next step of the procedure.
- c. Any grievance not advanced from one step to the next within the time limits of that step will be deemed to be resolved by the decision at the previous stage.

### 4. Hearings

- a. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present, to attend. Such hearings shall be conducted during non-working hours unless there is mutual agreement for other arrangements.
- b. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

### 5. Miscellaneous

- a. There shall be no reprisals of any kind by supervisory or administrative personnel taken against any party in interest or his/her School Representatives or any other participant in the procedure set forth herein by reason of such participation.
- b. All meetings involving grievances shall be held during either unassigned time during the school day or after school hours.

- c. In the event that, in the judgement of the Association, a grievance affects a group or class of substitutes, the Association may submit such grievance in writing to the Superintendent of schools or his designee directly, and such grievances shall be disposed of in accordance with the procedure set forth commencing at Step 3 above.

### **SECTION 13 DISCIPLINE AND DISCHARGE**

1. If the performance of a per diem substitute is considered unsatisfactory and could lead to a temporary or permanent removal from the substitute list, every effort will be made to resolve the specific problem at the local building level within ten (10) school days. If the matter cannot be resolved at the local building level, it may be referred to the Chief Human Resources Officer. If the Chief Human Resources Officer or his/her designee meets with the per diem substitute teacher regarding the matter, the per diem substitute teacher may elect to have a representative from the Rochester Teachers Association present at this meeting.
2. If the performance of a per diem substitute is considered unsatisfactory and leads to temporary or permanent removal from the substitute list, every effort will be made to resolve the specific problem at the local building level within five (5) school days. If the matter cannot be resolved at the building level, it may be referred to the Chief Human Resources Officer. If the Chief Human Resources Officer or his/her designee meets with the per diem substitute regarding the matter, the per diem substitute teacher may elect to have a representative from the Association present at the meeting.
3.
  - a. If as a result of either of these meetings, it is determined that the per diem substitute was wrongfully removed from the substitute list, the District shall reimburse the per diem substitute for lost wages for days beyond the five day period specified above. Amount of lost wages will be determined by the average number of days per week the per diem substitute had worked for the District within the last twenty school days.
  - b. If it is determined through the grievance procedure that the per diem substitute was wrongfully cited for unsatisfactory performance, all references to the incident shall be removed from the substitute's personnel file.
  - c. All unit members shall have the right to have a union representative present at a disciplinary meeting.
4. The District may only impose discipline on a per diem substitute for incidents that occur within the same school year, however, the District may review incidents for the past two years (prior to the day of the incident) when deciding on the level of disciplinary action that is appropriate.

**SECTION 14  
PERSONNEL FILES**

1. A per diem substitute teacher shall be allowed upon request and by appointment to review the contents of his/her personnel file except for confidential reference sources.
2. Effective September 1, 1988, no materials derogatory to a per diem substitute teacher's conduct, service, character or personality shall be placed in his/her file or any other records or files maintained by the District, unless the per diem substitute teacher has been given or mailed a copy of the material. A per diem substitute teacher shall also have the right to submit a written reply to such material and attach it to the file copy. This clause shall not apply to reference information supplied by former employers or by colleges and universities.

**SECTION 15  
DUTY FREE LUNCH PERIOD**

All per diem substitutes shall be entitled to a duty free lunch period of thirty (30) minutes. Every effort shall be made to schedule lunch periods in the elementary schools so as not to begin before 11:30 AM.

**SECTION 16  
PROCEDURES**

Meetings of the negotiating committees shall be initiated at the written request of either party but no later than the first Friday of February when school is in session of any year. All subject matter to be negotiated shall be submitted by that date. The parties shall arrange for a mutually agreeable time and place for initial meeting within a reasonable time thereafter. Such negotiations may be preceded by preliminary informational meetings between the Superintendent including for the Association.

**SECTION 17  
CONTRACT REPRODUCTION AND DISTRIBUTION**

Copies of this contract shall be reproduced by a union print shop which shall be selected by mutual agreement. Copies of the Agreement shall be distributed by the Association to all unit members employed at the time the printed Agreement is available. The District shall provide unit members subsequently employed by the Board of Education with copies of the Agreement at the time of their hire. The format of the contract copy shall be jointly developed by the Association and the Board.

**SECTION 18  
PROTECTION OF PER DIEM SUBSTITUTE TEACHERS**

1. Assault and Battery Cases
  - a. The Board shall maintain a policy of public support of prosecution of offenders in all cases of assault and/or battery upon per diem substitutes while engaged in the performance of their duties.

- b. Per diem substitutes shall be required to report, in writing, all cases of assault and/or battery suffered by them in connection with their employment, to their principal, or immediate supervisor, and the Association Building Representative. This report shall be forwarded immediately to the Superintendent, who in turn shall report the information to the Board.
- c. The Superintendent, his/her representative or the Counsel, shall inform the per diem substitute immediately upon the receipt of the report of assault and/or battery, of his/her rights under the law and shall provide such information in a written document.
- d. If a unit member is injured on school premises by a student, staff or non-staff member during a school day and if that member is hospitalized as a result, he/she will receive his daily rate of pay for up to 5 days.

2. In Other Than Assault and Battery Cases

- a. The Board shall provide legal counsel, and pay court costs, and judgements related to any administrative or judicial proceeding or suit involving a per diem substitute who has acted in the discharge of his/her duties within the scope of his/her employment. The per diem substitute must, however, deliver copies of any legal papers served upon him/her to the Office of Counsel not later than five days after service. Disciplinary proceedings under the Education Law involving per diem substitutes shall be excluded from the provisions of the Section.
- b. Pursuant to Sec. 3023 of the Education Law... “It shall be the duty of each Board of Education...in any school district having a population of less than one million...to save harmless and protect all teachers, practice or cadet teachers, per diem substitutes and members of supervisory and administrative staff or employees from financial loss arising out of any claim, demand suit, or judgement by reason of alleged negligence or other act resulting in accidental bodily injury to any person or accidental damage to the property of any person within or without the school building, provided such teacher, practice or cadet teacher, or member of supervisory or administrative staff, or employee at the time of the accident or injury was acting in the discharge of his/her duties within the scope of his/her employment and/or under the direction of said Board of Education...”
- c. If a complaint against a per diem substitute is not sustained, he/she shall be reinstated with full reimbursement of all compensation lost, consistent with Section 13 of this agreement.
- d. When a per diem substitute acting in discharge of his/her duties within the scope of his/her employment is involved in an administrative or judicial proceeding that requires meeting during the school day, he/she shall be released with full pay.

3. Consistent with current Board of Education policy, in addition to taking appropriate school level action, the District shall notify the appropriate law enforcement agency for all of the following offenses: possession of any firearm; brandishing of a weapon or possession of a

weapon with the intent to use it; the assault on any student or staff member; arson or attempted arson; the sale, distribution, possession or use of any controlled substances, imitation controlled substances or alcoholic beverages; the possession or the discharge of an incendiary device including firecrackers or other similar materials; and any other criminal offense that presents a danger to the safety of students or staff. Possession of a weapon will result in a student referral for long term suspension in all cases.

## **SECTION 19 PERSONAL INJURY BENEFITS**

1. Coverage

All per diem substitutes are covered by Workers' Compensation Insurance which protects them in case of accidents while on duty. In the event of such an accident, the per diem substitute shall immediately notify the principal so that proper forms may be executed by the school authorities and attending physician.

2. Procedure

Should an assault occur on a per diem substitute (as determined by the Office of Counsel) resulting in a disability causing loss of time, the per diem substitute shall be paid in accordance with the Worker's Compensation Insurance.

3. Reimbursement

a. The City School District will reimburse per diem substitutes for the reasonable cost of any clothing, dentures, eyeglasses, hearing aids, or other similar items which are damaged or destroyed as a result of an assault and/or battery suffered by a per diem substitute while acting in the discharge of his/her duties within the scope of his/her employment.

b. Further, the City School District, as provided by Section 3023 of the Education Law, shall save harmless substitute teachers and employees from bodily injury and property damage claims arising out of all activities performed in the course of their employment.

4. Upon the sole discretion of the Chief Human Resources Officer, if a substitute is receiving the 100-plus day rate before injured at work and is unable to work because of injury, then in the following school year, he/she shall be paid at the 100-plus day rate as if he/she had worked the required number of days to qualify.

## **SECTION 20 WORKERS' COMPENSATION**

1. All unit members shall be eligible for Workers' Compensation for injuries sustained during the course of employment with the City School District.
2. The City School District will pay all medical bills arising from compensation injuries. All compensation matters are handled by the Department of Human Resources.
3. All reports of injuries must be forwarded to the Department of Human Resources within thirty (30) days from the date of injury.



**SECTION 21  
TEACHER FACILITIES**

1. The District shall provide a secure area, including a locker, for each per diem substitute to store personal affects and valuables during their assignment.
2. Per diem substitutes shall have safe and healthful conditions under which to carry out their professional duties.
3. The District shall make every effort to provide free, adequate school parking facilities for per diem substitutes.

**SECTION 22  
GENERAL EMPLOYMENT PROVISIONS**

1. District payroll deposit shall be available to all employees no later than September 1, 1993.
2. The Board shall provide the opportunity for employees to participate in appropriate tax sheltered annuity programs.

**SECTION 23  
SEXUAL HARASSMENT**

1. Any employee who believes that he/she has been the subject of sexual harassment should report the alleged act immediately to the individual designated by the RTA and CSD to accept such complaints.
2. Within the parameters of this procedure a confidential investigation shall take place immediately by the individual designated in accordance with Board of Education policy on sexual harassment. There shall be no retaliation against any person filing an alleged complaint.

**SECTION 24  
BUILDING SUBSTITUTES**

1. Effective September 1, 2001, the placement of building substitutes shall be allowed in all district schools. There shall be a minimum of twenty-five (25) building substitutes authorized annually.
2. Each "building substitute" shall be a full time employee assigned to a particular elementary, middle or senior high school. Building substitutes will report to the same building each day for classroom assignments. All provisions of the Per Diem Substitute Contract apply to building substitutes.
3. Building substitutes shall report to the assigned school every day students are in attendance up to 185 days, including testing days, as well as attending all Superintendent's Conference Days, regardless of location. Building substitutes shall be paid at the rate of 1/200<sup>th</sup> per day of the base salary for a new hire in the RTA Teacher unit (Appendix A-2, RTA Contract) for each day worked.
4. a. All certified unit members who have worked a minimum of fifty (50) days shall be eligible to apply for building substitute positions.

- b. If there are insufficient applicants with the required minimum of fifty (50) days to fill all building substitute vacancies, upon notifying the Association, the District may fill any such vacancy with a substitute teacher who has worked a minimum of twenty-five (25) days.
  - c. If there are insufficient applicants with the required minimum of twenty-five (25) days to fill all building substitute vacancies, upon notifying the Association, the District may fill any such vacancy with a substitute teacher who has worked a minimum of fifteen (15) days.
5. Building substitutes will be selected by a process developed by each school based planning team.
6. Building substitutes shall be evaluated according to current procedures for the observation and evaluation of non-tenured teachers as agreed upon by the Association and the District. All components of those procedures shall apply to building substitutes.
7. Effective September 1, 1996, building substitutes will be granted eight (8) unpaid absence days and two (2) paid absence days to be used in any one school year. Building substitutes who work in the position for less than the full school year will receive a prorated allocation of paid absence days. Building substitutes who work in the position for less than the full school year must work at least one half (1/2) of the semester to receive that semester's day.
8. Building substitutes will be required to attend all Superintendent's Conference Days.
9. Building substitutes shall be eligible to receive the same health and dental benefits under the same terms as those offered to employees in the RTA Teachers Unit.
10. Building substitutes will be paid for all scheduled days regardless of cancellation due to weather or other reasons.
11. In the event that no per diem substitute work is available in the assigned building, building substitutes may be reassigned by the building principal to other duties within the building or to a substitute position in another building.
12.
  - a. Each "building substitute" shall be a full-time employee assigned to a particular elementary, middle or senior high school from the start of the assignment through the end of the school year.
  - b. At the discretion of their building principal, building substitutes may be offered long-term assignments in their schools and retain their status as building substitutes for that school for the remainder of the school year.
  - c. Nothing herein shall restrict the right of a unit member to resign from a building substitute position to take another position within the District. A substitute teacher who resigns from a building substitute position shall have no right to return to that building substitute position.
13. The District shall provide monthly lists of Building Substitutes and the schools where they are assigned (including any vacant Building Substitute positions) to the union.

**SECTION 25**  
**LABOR MANAGEMENT COMMITTEE**

1. In order to resolve problems that arise during the life of this Agreement, a special Labor Management Committee shall be convened to deal with such problems. The Committee shall meet on a needs basis at the request of either party. A Labor Management Committee shall consist of no more than four (4) representatives appointed by the Superintendent of Schools and four (4) representatives appointed by the Association President. The Committee will report in writing a resolution of any issue addressed to the Association President and to the Superintendent. Resolutions shall be consistent with the terms of this Agreement.
  
2. On request of either party, every reasonable effort will be made to meet within ten (10) business days.