

AGREEMENT

**Between the City School District of
The City of Binghamton, New York**

-and-

Substitute United in Broome

July 1, 2010 – June 30, 2013

(Extender Agreement Attached

for

July 1, 2013 – June 30, 2018)

TABLE OF CONTENTS

ARTICLE 1 DISTRICT – SUB RELATIONS	1
1.1 <u>Recognition</u>	1
1.2 <u>Management Rights</u>	1
1.3 <u>Dues Deduction</u>	1
1.4 <u>Agency Shop Fee</u>	2
1.5 <u>Substitute Folders/Orientation/Training</u>	2
1.6 <u>Call In Procedures</u>	3
1.7 <u>Computer Access for Job Searches</u>	4
ARTICLE 2 COMPENSATION	4
2.1 <u>Daily Compensation Rates</u>	4
2.2 <u>Call in Pay</u>	5
2.3 <u>Less Than Full Day</u>	5
2.4 <u>Payroll Schedule</u>	5
2.5 <u>Longevity Payments</u>	6
2.6 <u>School Year Service Benefit Payment</u>	6
2.7 <u>Mileage Reimbursement</u>	7
ARTICLE 3 WORKDAY, WORK LOAD, WORK YEAR	7
3.1 <u>Workday</u>	7
3.2 <u>Work Load, Extra Assignments and Compensation for Extra Assignments</u>	7
3.3 <u>Floaters</u>	8
3.3 <u>Work Year</u>	8
ARTICLE 4 SUB BUSINESS.....	8
4.1 <u>Use of Buildings</u>	8
4.2 <u>Access to Data</u>	8
4.3 <u>Mail Box</u>	8
ARTICLE 5 OBSERVATIONS/EVALUATION AND PERSONNEL FILES	9
5.1 <u>Observation/Evaluation</u>	9
5.2 <u>Personnel Files</u>	9
ARTICLE 6 GRIEVANCE PROCEDURES	9
6.1 <u>Definitions</u>	9
6.2 <u>Rules</u>	10
6.3 <u>Level 1 – Administration</u>	10
6.4 <u>Level 2 – Superintendent</u>	10
ARTICLE 7 LABOR-MANAGEMENT MEETINGS.....	11
ARTICLE 8 MISCELLANEOUS.....	11
8.1 <u>New York State Teachers’ Retirement System</u>	11
8.2 <u>Legislative Approval</u>	12
8.3 <u>Duration</u>	12
8.4 <u>Signatures</u>	12

ARTICLE 1 DISTRICT – SUB RELATIONS

1.1 Recognition

- 1.1.1 “All per diem substitute teachers and substitute nurses. Excluded: all other employees.”
- 1.1.2 When it is anticipated that a per diem substitute teacher shall be employed for twenty (20) successive days or more for an absent teacher, he/she shall become a member of the Binghamton Teachers’ Association as per that contract with the District (Section 3600). If the bargaining unit member does not fulfill the twenty (20) days required above, then the portion of time worked shall be in accordance with the contract with SUB and they shall be treated for such period of time as bargaining unit members represented by SUB.

1.2 Management Rights

- 1.2.1 Except as expressly and validly limited by provisions of this Agreement, the District reserves the right to unilaterally determine the standards for selection for employment; to direct and assign its employees; to take disciplinary action; to relieve its employees from duty because of lack of work or other legitimate reasons; to maintain the efficiency of governmental operations and all of the authority, rights, and responsibilities possessed by the employer are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives, policies of the employer; to determine the facilities, methods, means and number of personnel for the conduct of the employer’s programs. Management agrees that it shall honor its legal obligations created by the “Taylor Law”.

1.3 Dues Deduction

- 1.3.1 The District agrees to deduct from the salaries of per diem substitute teachers as per written authorization from each per diem substitute teacher dues for SUB and its affiliates and to transmit the monies promptly to SUB when collected. All persons who elect to have dues deducted shall notify the District of their intention to have dues deducted by September 15th of each school year. SUB agrees that it shall not alter its dues deduction rate more than one (1) time per school year and shall notify the District of such change no later than September 15 of each school year.

1.4 Agency Shop Fee

- 1.4.1 The Binghamton City School District shall deduct from the salary of employees of the bargaining unit who are not members of SUB the amount equivalent to the dues levied by SUB and shall promptly transmit the sum so deducted to SUB, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. SUB affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as SUB maintains such a procedure.
- 1.4.2 SUB will provide the District with legal counsel mutually selected by the parties for any litigation which arises as a result of the Agency Fee language contained in Article 1 (1.4.1) of this Agreement. Where a refund of dues is directed by a court or appropriate administrative agency, through no fault of the District, SUB shall wholly and solely be responsible for any refund together with interest.

1.5 Substitute Folders/Orientation/Training

- 1.5.1 A committee composed of BCSD and SUB representatives will convene annually to plan the Annual Substitute Orientation and other training times and content for each school year.

Beginning on July 1, 2006, the BCSD's Annual Substitute Orientation will be scheduled for the first day of classes of the school year.

This annual orientation shall be open to (1) prospective substitute teachers and nurses approved by the BCSD and (2) returning substitute teachers and nurses who worked for the BCSD in the previous school year.

The annual orientation shall feature presentations by the BCSD, SUB and any other individuals and/or groups agreed to by the two parties.

The annual orientation shall be an hour and ½ in duration and shall be compensated at the flat rate of \$15 for all attendees who work in BCSD in that school year.

Additional paid training, provided on the day of the annual orientation or at other times throughout the school year, shall be compensated at the contractual pro-rated per diem rate (see Article 2.1). Compensation for such training sessions shall be paid to attendees who work for the BCSD in that school year.

The District reserves the right to limit participation in such paid training sessions.

- 1.5.2 An informational sheet developed by SUB, with District input, will be placed in the substitute folder to be distributed by the District to every bargaining unit member that highlights important contractual items (e.g. grievance procedure timelines, union representatives, etc.). Said informational sheet/substitute folder shall be given to bargaining unit members when they arrive at their assigned building.
- 1.5.3 At the orientation session the District will distribute information to make substitutes aware of available health care options.

1.6 Call In Procedures

- 1.6.1 Eligible substitute teachers for the Binghamton City School District are called through a centralized substitute teacher call in system. The District will contact substitute teachers who are on a list of qualified substitutes. The District reserves the right to itself to determine the qualifications for being placed on the list.
- 1.6.2 A substitute teacher is hired to perform the duties and responsibilities of a regular classroom teacher, not solely those of the absent teacher.
- 1.6.3 To the extent possible, each substitute teacher is expected to make themselves available upon reasonable notice by the District.
- 1.6.4 Unit members are responsible for immediately notifying the District of any change in their name, address, availability and/or telephone number.
- 1.6.5 All assignments must come directly from the District personnel supervising the substitute placement system or a building principal or secretary. Any arrangement for procuring a substitute's services not made in this manner shall be deemed invalid, unless subsequently validated by authorized District personnel.
- 1.6.6 The district shall strive to implement the following order of priority when filling teaching position vacancies . . .
 - (1) Teacher's Preferred List
 - (2) Building Preferred List
 - (3) Certification in Field Being Substituted For.
(Science, Math, Social Studies, English, Health, Physical Education, Elementary Education, etc.)
 - (4) Further delineation of the Order of Priority for filling teaching vacancies shall continue to be addressed in the future.

1.6.7 The district shall strive to implement the following order of priority when filling non- teaching position vacancies.

- (1) Non-Teaching Employee's Preferred List
- (2) Building Preferred List for Non-Teaching Employee's
- (3) Non-Certified Substitute
- (4) Further delineation of the Order of Priority for filling non- teaching vacancies shall continue to be addressed in the future.

1.7 Computer Access for Job Searches

1.7.1 Substitutes will be given access to personal computers to search for assignments during (1) their free periods within the school day and (2) a designated time period after school, in all district schools they are employed in.

ARTICLE 2 COMPENSATION

2.1 Daily Compensation Rates

The rate of compensation for each full day of per diem substitute service for this unit will be according to the following categories:

Category	2010-2011	2011-2012	2012-2013
I	\$92.00	\$93.50	\$95.00
II	\$105.00	\$106.50	\$108.00
III	\$124.00	\$125.50	\$127.00
IV	\$128.00	\$129.50	\$131.00
V	\$131.00	\$132.50	\$134.00

Categories are defined as follows:

- I. Non-Certified
- II. Non-Certified with a 4 year college degree
- III. Certified*
- IV. Certified* + 3 years-To qualify for this wage category the substitute must have taught in Binghamton City School District a minimum of fifty (50) full days in each of three (3) consecutive years. After qualifying to be paid under this wage category, the substitute will receive this rate of pay in the fourth year and thereafter whenever he/she is employed as a per diem substitute regardless of any breaks or interruption of service.
- V. Retired Binghamton Certified* teacher

*Certified – Valid New York State Teachers' Certification

2.2 Call in Pay

2.2.1 In the event that a bargaining unit member is called for an assignment and reports for duty, the bargaining unit member shall be paid one-half (1/2) the daily rate to which he/she would have been entitled if he/she had been allowed to complete the assignment, even though the assignment may be reduced, eliminated, or otherwise filled. Nothing contained herein shall limit the District's ability to utilize the bargaining unit member's services, for the one-half (1/2) day, for duties and responsibilities consistent with those of a regular teacher, as outlined in this Agreement.

2.3 Less Than Full Day

2.3.1 A per diem substitute that is given an assignment that results in one-half (1/2) or less of the school day (as determined by the school building's normal teachers workday) shall be paid one-half (1/2) of the appropriate per diem substitute rate, to which they are entitled, as outlined in Article 2 (2.1) of this Agreement.

2.4 Payroll Schedule

2.4.1 Payment shall be made in accordance with the practices of the District as outlined in its Payroll Schedule/Instructions issued by the District for each school year and as modified by the District from time to time.

2.5 Longevity Payments

- 2.5.1 There shall be a payment for longevity of service to the Binghamton City School District, to any employee of the unit who qualifies for said payment. The longevity payment shall be available to substitute teachers in any of the five (5) categories of compensation. Longevity payments shall be paid only to any substitute teacher within the bargaining unit who qualifies after completing six (6) years of continuous service. A year of continuous service for the longevity payment shall consist of a minimum of sixty (60) days of service to the Binghamton City School District under this collective bargaining agreement.
- 2.5.2 The parties acknowledge and agree that long term substitute teaching service, which compensation is calculated according to the Binghamton Teachers Contract, shall be considered to avoid a break in service only, but shall not otherwise entitle a unit member to the longevity payment. The service of a substitute teacher must be for service by the employee under this Collective Bargaining Agreement only in order to qualify for payment.
- 2.5.3 A longevity payment shall be paid to any person qualifying under the terms of this agreement, in the last paycheck of the sixth year. Once this longevity is earned, the employee shall remain eligible for the longevity payment in each year in which they serve at least sixty (60) days as a bargaining unit member. The longevity payment shall be:
- \$500 for the 2010-11 school year
 - \$500 for the 2011-12 school year
 - \$500 for the 2012-13 school year

2.6. School Year Service Benefit Payment

- 2.6.1 Unit members who do not qualify for the Article 2.5 longevity bonus may qualify for a School Year Service Benefit Payment in accordance with the following terms:
- 2.6.1.1 Unit members shall have completed no less than one hundred (100) full days of service under SUB's collective bargaining agreement with the Binghamton City School District Superintendent.
 - 2.6.1.2 Days of service must occur during the period September 1 through June 30 immediately preceding the date the School Year Service Benefit is scheduled for payment.
- 2.6.2 Scheduled payment date shall be no later than the July 31 following the September 1 through June 30 period of service.

2.6.3 The School Year Service Benefit Payment amount shall be:

\$500 for the 2010-11 school year

\$500 for the 2011-12 school year

\$500 for the 2012-13 school year

2.6.4 Bargaining unit members are not eligible to receive the School Year Service Benefit Payment and the Longevity Payment in the same school year.

2.7 Mileage Reimbursement

2.7.1 The Binghamton City School District shall provide mileage reimbursement, in accordance with the mileage reimbursement rate set by the Internal Revenue Service, to be paid to any substitute teacher who is required by the District to travel between buildings as part of any single assignment or multiple assignments occurring on the same day. The employee shall be required to keep track of his or her mileage expenses and submit a voucher no more than once per month. The District shall provide the forms for submission for mileage reimbursement requests. All mileage reimbursement requests must be submitted in the academic year in which those expenses are incurred.

ARTICLE 3 WORKDAY, WORK LOAD, WORK YEAR

3.1 Workday

3.1.1 In general, the workday of a bargaining unit member shall be determined by the starting and dismissal time of the regular teaching staff of the building to which he/she is assigned. However, the bargaining unit member recognizes that professional responsibility may extend beyond the formal school day and that the needs of students, conferences, meetings, and other professional duties are considered responsibilities of the bargaining unit member.

3.2 Work Load, Extra Assignments and Compensation for Extra Assignments

3.2.1 The number of assignments given a bargaining unit member shall be no greater than and of a nature to those of the regular employee he or she is substituting for on any given day. In emergency situations, the District shall retain the right to give an extra assignment to a bargaining unit member.

3.2.2 An extra assignment shall be defined as any class or duty an administrator assigns to a bargaining unit member: (1) which is not part of the normal assignment schedule of the regular employee the bargaining unit member is substituting for, or (2) for which the regular employee being substituted for receives extra compensation.

3.2.3 The District shall provide reimbursement at the pro-rated per diem rate for the time required for a bargaining unit member to complete an extra assignment, as defined under 3.2.1 and 3.2.2 above.

3.3 Floater

3.3.1 During the course of a school day, "Floaters" shall be given at least one prep or clerical period when they will not be asked to cover a class or perform a duty. This prep or clerical period shall be in addition to their lunch period, when they also will not be asked to cover a class or perform a duty.

3.4 Work Year

3.4.1 Unless otherwise provided by the Official School Calendar of the Binghamton City School District, the work year for bargaining unit members shall be the period from September 1 through June 30 of each school year.

ARTICLE 4 SUB BUSINESS

4.1 Use of Buildings

4.1.1 SUB may use, without cost, the District school buildings for meetings, provided SUB follows the appropriate procedures for a request for building use and that prior advance approval is obtained from the Superintendent of Schools or his/her designee in accordance with the regular and customary usage of school buildings. Nothing contained herein shall require the District to grant any said request.

4.2 Access to Data

4.2.1 Upon reasonable request, however, in no circumstance more than twice a year, the District will provide the SUB a list of the names and addresses of Unit members together with available summaries of payroll records for said members. Nothing contained herein shall require the creation of a document which did not and does not heretofore exist.

4.3 Mail Box

4.3.1 A mail box will be provided for SUB in each school building.

ARTICLE 5 OBSERVATIONS/EVALUATION AND PERSONNEL FILES

5.1 Observation/Evaluation

- 5.1.1 A bargaining unit member who has been observed may request a post observation conference with the observer, which if requested, will take place at a mutually convenient time. Nothing contained herein shall require an observation or evaluation of a bargaining unit member.
- 5.1.2 The bargaining unit member will be advised of the observer's evaluation at the conference. At the bargaining unit member's request, these evaluations will be reduced to writing and signed by the observer. Nothing contained herein however, shall prohibit or inhibit the observer or evaluator from reducing his/her comments to writing if he/she so chooses. Nothing contained herein shall limit the observer or evaluator's discretion as to the content or substance of the evaluation, observation, incident, or other event documented or described by the observer or evaluator.
- 5.1.3 A bargaining unit member shall have the right to attach written comments to the observation or evaluation report within seven (7) school days after receipt of a written evaluation or observation or other written document concerning the performance of the bargaining unit member.

5.2 Personnel Files

- 5.2.1 The bargaining unit member shall have access to his/her personnel file and may duplicate any written material concerning his or her classroom performance or other evaluatory documents. Confidential pre-hire information shall not be available to the bargaining unit member or designee. Copies of said material shall be available to said employee at a standard cost of \$.25 per page. Each employee who inspects his or her personnel file shall be required to sign a statement that he or she has not altered or removed any document contained therein.
- 5.2.2 No material shall be placed in a bargaining unit member's file without the bargaining unit member receiving a copy of said material. Delivery shall be presumed to have been made to the bargaining unit member when the document is mailed to the last known mailing address of the said member.

ARTICLE 6 GRIEVANCE PROCEDURES

6.1 Definitions

- 6.1.1 Grievance shall mean an alleged violation of written words in this Agreement.
- 6.1.2 Aggrieved party shall mean any bargaining unit member(s) and/or SUB.

6.1.3 District shall mean Binghamton City School District. SUB or Substitutes United in Broome shall mean the organization recognized by the District and the Public Employment Relations Board to be the agent of per diem substitute teachers.

6.2 Rules

6.2.1 The aggrieved party (or parties) must be present at all stages of the grievance proceeding. SUB and the actual grievant or person affected shall be present at all stages of the grievance process and/or a representative of the aggrieved persons other than SUB shall be present at all stages of the grievance process.

6.2.2 A grievance must be presented at the first level within ten (10) school days after he aggrieved party knew or should have known of the act upon which the grievance is based.

6.2.3 All grievances shall be submitted in writing.

6.2.4 The aggrieved party shall have the right to be represented at all stages of the grievance procedure by a representative of SUB. Persons representing other labor organizations are excluded as are members of the public or disinterested persons, from participating in this grievance procedure.

6.3 Level 1 – Administration

6.3.1 An aggrieved party, who alleges a violation of written words of this Agreement, is encouraged to initiate informal resolution with the appropriate administrator. Determinations reached at this stage of the grievance procedure shall not be deemed to be precedent setting or binding on either party in future proceedings and shall not be inconsistent with the terms of this agreement.

6.3.2 If resolution of the grievance through informal discussion is not possible, the aggrieved party may submit a formal written grievance to the appropriate administrator within seven (7) school days of the informal conference.

6.3.3 The administrator will review the grievance and render a written decision to the aggrieved party not later than seven (7) school days after receipt of the formal grievance.

6.4 Level 2 – Superintendent

6.4.1 Where the aggrieved party is not satisfied with the Level 1 decision, said party may, within seven (7) school days of the receipt of the Level 1 decision, initiate an appeal in writing to the Superintendent of Schools.

- 6.4.2 The Superintendent of Schools shall review the matter, conduct a hearing if deemed appropriate and render a written decision to the aggrieved party not later than twenty (20) school days from the date of receipt of the written appeal.

ARTICLE 7 LABOR-MANAGEMENT MEETINGS

- 7.1 To foster a collaborative labor/management relationship, the District and Substitutes United in Broome shall convene a Labor-Management Committee at least two (2) times per school year. Additional meetings of this Labor-Management Committee shall be convened as needed and requested by either SUB or the District.

The committee shall consist of members (1) designated by the Superintendent of Schools and (2) designated by SUB, on behalf of its unit members.

All issues of concern to either or both of the parties to this agreement, shall be referred to this Labor-Management Committee, whether-or-not those concerns are already explicitly referred to in this agreement.

Three (3) days written notice must be forwarded to the administration to convene a Labor-Management Committee meeting. In the event of an emergency, this provision may be waived at the discretion of the administration.

ARTICLE 8 MISCELLANEOUS

8.1 New York State Teachers' Retirement System

- 8.1.1 Any bargaining unit member who becomes eligible to participate in the New York State Teachers' Retirement System, and who elects to be covered by the System, shall within ten (10) school days of that election or within ten (10) school days of being employed by the Binghamton City School District, notify the District's Director of Personnel, in writing, of that person's decision to participate in the New York State Teachers' Retirement System so that appropriate deductions may be made by the District. Failure to notify the District of the employee's desire to participate in the New York State Teachers' Retirement System within the ten (10) school days of that election, shall result in the District having the right to deduct all contributions from said employee's paycheck in a single instance or otherwise, as it deems necessary, to make up for any shortfall occasioned by the lack of notice. If any interest is assessed by the New York State Teachers' Retirement System for late payment as a result of lack of notice by the employee to the District, the employee shall be liable for the late payment, interest in whole or in part, and the same may be recovered from that employee. Nothing contained herein shall limit the District's rights as against the specific employee to obtain full collection for any amount due and owing for contribution to the New York State Teachers' Retirement System.

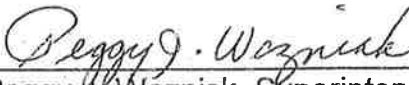
8.2 Legislative Approval

8.2.1 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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

8.3 Duration

8.3.1 This agreement shall become effective on July 1, 2010 and shall remain in full force and effect through June 30, 2013.

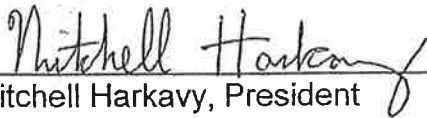
8.4 Signatures



Peggy J. Wozniak, Superintendent
Binghamton City School District



Date



Mitchell Harkavy, President
Substitutes United in Broome



Date

TENTATIVE AGREEMENT

By and Between the INTERIM SUPERINTENDENT OF SCHOOLS

of the

BINGHAMTON CITY SCHOOL DISTRICT

and

SUBSTITUTES UNITED IN BROOME

All terms and conditions set for in the 2010-2013 Collective Bargaining Agreement shall remain in place unless specifically referenced herein:

Article 1:

Article 1.5.1, paragraph 5 is amended to read as follows:

The annual orientation shall be an hour and ½ in duration and shall be compensated at the flat rate of rate of \$16.00 for the 2016-17 school year and \$17.00 for the 2017-18 school, for all attendees who work in the BCSD during the school year specified.

Article 2:

Article 2.1 is amended to read as follows:

Category	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
I	\$95.00	\$95.00	\$97.00	\$99.00	\$101.00
II	\$108.00	\$108.00	\$110.00	\$112.00	\$114.00
III	\$127.00	\$127.00	\$129.00	\$131.00	\$133.00
IV	\$131.00	\$131.00	\$133.00	\$135.00	\$137.00
V	\$134.00	\$134.00	\$136.00	\$138.00	\$140.00

Article 2.5.3 is amended to read as follows:

\$500 for the 2013-14 school year

\$500 for the 2014-15 school year

\$550 for the 2015-16 school year

\$575 for the 2016-17 school year

\$600 for the 2017-18 school year

Article 2.6.3 is amended to read as follows:

\$500 for the 2013-14 school year

\$500 for the 2014-15 school year

\$550 for the 2015-16 school year

\$575 for the 2016-17 school year

\$600 for the 2017-18 school year

Article 8:

Article 8.3.1 is amended to read as follows:

This agreement shall become effective July 1, 2013 and shall remain in full force and effect through June 30, 2018.

Standardizing Extra Assignment Reporting System:

The parties agree to standardize the extra assignment reporting system provided for in Article 3.2 "Work Load, Extra Assignments and Compensation for Extra Assignments," using the process provided for in Article 7 "Labor-Management Meetings."

Dated:

8/29/2016

Tonia Thompson

Tonia Thompson, Ed.D.
Interim Superintendent
Binghamton City School District

Dated:

8/29/2016

Mitchell J. Harkavy

Mitchell J. Harkavy
President
Substitutes United in Broome