

**COLLECTIVE NEGOTIATIONS AGREEMENT**

**BETWEEN THE**

**CITY SCHOOL DISTRICT OF THE  
CITY OF BUFFALO**

**AND**

**SUBSTITUTES UNITED/BUFFALO-NYSUT**

**Begins: July 1, 2009**  
**Ends: June 30, 2012**

**CENTRAL  
FILE COPY  
"RETURN"**

**NOTICE:** IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

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## **PREAMBLE**

The New York State Public Employment Relations Board (in its Case No. C-3099, 1986) having: (i) certified the Substitutes United/Buffalo/NYSUT (hereinafter referred to as the Association) as the exclusive representative for the purpose of collective negotiations and the settlement of grievances of employees of the City School District of the City of Buffalo (hereinafter referred to as the District) in the following unit:

Included: All persons employed as substitute teachers by the Buffalo City School District.

Excluded: All persons employed by the District in a capacity other than per diem substitute teacher.

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

### **Article 1. CONCERNING THIS AGREEMENT**

#### Section 1.1 Definition

- 1.1.1 "District" means the City School District of the City of Buffalo and applies to all persons and bodies authorized to act as the employer.
- 1.1.2 "Board" means the Board of Education of the District and applies only when it is intended that the Board itself shall act or refrain from action.
- 1.1.3 "Superintendent of Schools" means the person appointed by the Board to serve on a regular or acting basis as the chief administrator.
- 1.1.4 "Employee" means a substitute teacher included in this unit set forth in the Preamble to this Agreement.
- 1.1.5 "Party" means the District or the Association.
- 1.1.6 "Parties" means the District and the Association.
- 1.1.7 "Agreement" means this Agreement, all appendices referred to in this Agreement and all amendments to this Agreement.
- 1.1.8 "Amendment" means a change in the provisions of this Agreement made during its term by mutual consent of the parties.

- 1.1.9 "Execution Date" means the date identified as such under the heading "Subscription" of this Agreement which shall be the date on which the parties both signed this Agreement or, if the parties sign on different dates, then the latest date on which the party signs.
- 1.1.10 "Negotiating Unit" means the per diem substitutes represented by the Association pursuant to the definition contained in the Preamble.
- 1.1.11 "Fiscal Year" means the period which begins at 12:01 a.m. July 1st of each year and ends at midnight on the next following June 30th.
- 1.1.12 "School day" means a day on which the schools of the District are open for instruction of pupils (even though one or more, but not all of the schools may be closed for emergencies or other reasons).

#### Section 1.2 Term of Agreement

- 1.2.1 The term of this Agreement begins on July 1, 2009 and ends on June 30, 2012.
- 1.2.2 If either party desires to negotiate a successor to this Agreement, it shall give notice to the other party by March 1, 2013. Such negotiations shall begin on a mutually agreeable date not less than ten (10) days nor more than twenty (20) days after the notice is delivered to the receiving party.

The parties agree to structure their collective negotiations and resolution of disputes in the course of collective negotiations in a manner consistent with the provisions of the Public Employees' Fair Employment Act Article 14 of the Civil Service Law.

Negotiations will be conducted during normal school hours, unless the needs of the District require otherwise, and further the District will compensate up to three members of the Association at their regular per diem rate for each negotiation session with the District.

Further, the President of the Association shall be compensated at his regular per diem rate for up to two days for the purpose of attending contract negotiations.

Any proposed agreement will take effect only after the Board and the members of the Association have respectively ratified said agreement.

#### Section 1.3 Amendments and Waivers

- 1.3.1 No provision of this Agreement may be deleted, waived, or changed, and no provision may be added to this Agreement by any means other than a written dated amendment signed by authorized representatives of each party.

1.3.2 During the term of this Agreement, neither party shall have the right to insist upon negotiating any matter whether or not referred to in this Agreement. However, this shall not preclude either party from proposing an amendment to this Agreement nor shall negotiations for a successor to this Agreement be precluded.

In addition the parties agree to meet and negotiate in the event that funds, earmarked for the specific purpose of affecting wages of substitute teachers, become available from an outside agency.

#### Section 1.4 Interpretation and Legal Effect

1.4.1 Except when this Agreement says otherwise, the following rules apply in interpreting this Agreement:

- (a) A word used in the masculine gender applies also in the feminine.
- (b) A word used in the singular number applies also in the plural.
- (c) Each provision in this Agreement is severable from every other provision.
- (d) Language in this Agreement is to be construed as strictly against one party as against the other. It is immaterial which party suggested it.
- (e) Each lettered appendix referred to in this Agreement (for example, "Appendix A") is a part of this Agreement and is incorporated in this Agreement by reference.
- (f) Giving notice to the District means giving notice in writing to the Superintendent by delivering it to him in person (in which case he shall sign a receipt therefore) or by sending it to him by registered or certified mail or telegram addressed to him at Buffalo Public School System, City Hall, Buffalo, New York 14202.
- (g) Giving notice to the Association means giving notice in writing to the President of the Association by delivering it to him in person (in which case he shall sign a receipt therefore) or sending it to him by registered or certified mail or telegram addressed to him at his home address as shown on the books of the District.

1.4.2 This agreement constitutes the entire and complete record of the binding commitments between the parties. From and after the execution date of this Agreement, no other document shall constitute a binding commitment between the parties unless it is dated on or after such execution date and is signed by a duly authorized representative of each party. Any contracts with individuals represented by SU/B shall be made expressly subject to the terms of this contract.

- 1.4.3 No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law. If this Agreement requires a party or person to do anything that is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid.
- 1.4.4 Any provision of this Agreement which cites a law, rule or regulation is intended to be and shall be interpreted as being only a descriptive summary of such law, rule or regulation. With respect to the subject matter of any such provision of this Agreement, it is the intention of the parties that the provisions of the cited law, rule or regulation shall control.

#### Section 1.5 Recognition and Other Association-District Relations

- 1.5.1 The Board continues for the term of this Agreement, to recognize the Association as the sole and exclusive representative for the purpose of collective negotiations and the administration of grievances of the employees of the District in the employer-employee negotiating unit described in the Preamble to this Agreement.
- 1.5.2 Association membership dues shall be deducted from the wages of each employee who has voluntarily signed a form authorizing such deduction provided that the form has been delivered to the District's Payroll Office no later than tenth (10) consecutive calendar day prior to the first day of the payroll period during which the deduction is to be made. The authorizations shall be in a form satisfactory to both parties. Dues deduction will occur each payroll period according to amounts certified to the District's Payroll Office by August 15 each year by the Association's President. Any increases would become effective with the first pay period of the school year. Deductions for an employee shall continue to be made until and including the payroll period during which the District's Payroll Office has received from the employee a written statement signed by him revoking his dues deduction authorization. The District shall transmit to the Association the total amount of dues deduction from the wages of all employees within two (2) weeks after the payday on which deductions are made. The Association shall indemnify, defend and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the District pursuant to the provisions of this section.
- 1.5.3 The District will begin an Agency Fee deduction for any employee represented by this Association who is not an Association member and who has not made application for membership. The fee will be deducted from the employee's wage and submitted to the Association in the manner described in section 1.5.2 of this Agreement. The amount to be deducted shall be equivalent to the amount deducted for Association dues, provided the Association has established and maintains a procedure providing for the refund to any employee demanding the return of any part of an agency fee deduction which represents



the employee's prorata share of expenditures by the Association in aid of activities or causes only incidentally related to terms and conditions of employment.

The Association shall indemnify, defend and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the District pursuant to the provisions of this section.

1.5.4 (a) All newly hired employees may be required to attend a one-day District-wide orientation session and attend District-wide professional development sessions..

(b) The substitute teachers will be given 10 days notice of professional development days. The substitute teachers will not receive additional compensation for attendance at professional development days. The Association will be afforded an opportunity to address the substitute teachers and to distribute materials provided the materials to be presented by the Association have been reviewed with the District.

1.5.5 The Association shall provide the District with copies of its by-laws, constitution, officer list, and the names of its negotiation representatives for this unit, certified as to the accuracy by the executive secretary of the Association, prior to the initial negotiation meeting. Also the Association shall provide the District with the minutes of any general Association meeting or any meeting of the employees in this unit at which the negotiations or final agreement are in any way discussed. The District shall provide the Association's negotiation representatives for this unit, upon their request, any materials and information constituting the public records materials and information constituting the public records of the District, including a copy of the District's administrative regulations and amendments thereto and the minutes of any regular Board meeting at which the negotiations or final agreement are in any way discussed.

## Article 2. ECONOMIC MATTERS

### Section 2.1 Pay Rate

2.1.1 Effective July 1, 2009, employees shall be paid for actual days worked in accordance with the following schedule of per diem rates:

2009/10

| <u>Days of Service</u> | <u>Bachelor's Degree</u> | <u>Current &amp; Valid<br/>NYS Teaching Certificate</u> |
|------------------------|--------------------------|---------------------------------------------------------|
| 1 to 160               | \$ 94                    | \$ 98                                                   |
| 161 to 320             | \$100                    | \$104                                                   |

|              |       |       |
|--------------|-------|-------|
| 321 to 640   | \$106 | \$110 |
| 641 and over | \$112 | \$116 |

2010/11

| <u>Days of Service</u> | <u>Bachelor's Degree</u> | <u>Current &amp; Valid NYS Teaching Certificate</u> |
|------------------------|--------------------------|-----------------------------------------------------|
| 1 to 160               | \$ 97                    | \$101                                               |
| 161 to 320             | \$103                    | \$107                                               |
| 321 to 640             | \$110                    | \$114                                               |
| 641 and over           | \$117                    | \$121                                               |

2011/12

| <u>Days of Service</u> | <u>Bachelor's Degree</u> | <u>Current &amp; Valid NYS Teaching Certificate</u> |
|------------------------|--------------------------|-----------------------------------------------------|
| 1 to 160               | \$100                    | \$104                                               |
| 161 to 320             | \$107                    | \$111                                               |
| 321 to 640             | \$114                    | \$118                                               |
| 641 and over           | \$121                    | \$125                                               |

- 2.1.2 If an employee works less than one full day (i.e., 4 hours and 30 minutes), his pay for that day shall be prorated in the same proportion as the time worked bears to such a full day.
- 2.1.3 If an employee is called for work and actually reports to and signs in at the assigned building by the required reporting hour, but school is canceled because of weather or other emergency, the employees shall be paid for the full day at the rate at which would otherwise have applied unless the District reached the employee at home and instructed the employee not to report or unless the announcement of school closing was made over local radio stations at least one hour prior to the employee's reporting time.
- 2.1.4 Substitute teachers who substitute teach for 70 days within a semester (September through January, or February through June) will be compensated with a \$750 incentive for the semester.
- 2.1.5 Professional Development Committee: A Committee composed of no more than six (6) members, three (3) of whom shall be selected by the Union and three (3) of whom shall be appointed by the Superintendent, is hereby established to review the issue of professional development for substitute teachers and make recommendations to the Union and the Superintendent.

Section 2.2 Miscellany

- 2.2.1 If an employee's assignment requires the employee to travel between two District schools in the same day for the purpose of giving instruction at each school (as distinct from attending meetings or other purposes), the employee shall be reimbursed by the District at the rate per mile then allowed by the Internal Revenue Service for business deductions for each mile traveled between the two schools (as distinct from miles to the first school and from the second schools).
- 2.2.2 Employees shall be covered by the District for injuries sustained while at work for the District pursuant to and to the extent allowed by the New York State Workers Compensation Law.
- 2.2.3 An employee who has worked for the District as a substitute for at least thirty days during the preceding fiscal year, who certifies in writing that he is not covered by a group health insurance plan of his own or that of any other person, and who is in fact not so covered, may be covered by the District's group health insurance plans provided that such an employee pay the entire quarterly premium therefor to the District not later than the 15th of the month preceding the quarter for which the employee desires to be covered. If premium rates are increased during the fiscal year, the employee shall deliver to the District the additional premium for the balance of the fiscal year not later than the tenth working day after the District sends to the employee written notice of the premium increase.

### **Article 3. OTHER MATTERS**

- 3.1.1 A full-day assignment shall be consistent with that of a regular teacher's full-day assignment.
- 3.1.2 The District agrees to provide substitute teachers with the option of participating in a direct deposit banking program consistent with District policy.
- 3.1.3 Upon arrival the first day a substitute teacher works in a given school, he shall receive from the Principal or his designee an instruction sheet which outlines the operating procedures in the building.
- 3.1.4 The employee shall be notified by the Building Administrator of any difficulty or complaint that shall be forwarded to the Human Resources Department to be placed in the employees personnel file and shall have the right to request a meeting with the Building Administrator to discuss such matter.

An employee shall be entitled to review his personnel file which is retained by Human Resources. The review shall take place on the employee's own time and by appointment which is mutually convenient for the employee and the District. The employee will be required to present identification before receiving his file.

Should an employee desire to make a written statement about any of the contents of his file, he shall be permitted to do so. Such statement shall be acknowledged received by a District representative and attached to the document in the employee's file.

Excluded from the employee's review shall be all pre-employment information supplied at the request of the Administration for the purpose of obtaining employment or promotion or information provided to the District from an outside source which has been requested to be kept confidential.

#### **Article 4. GRIEVANCE PROCEDURE**

4.1.1 A grievance is an alleged violation of this Agreement. A grievance may be filed by an employee. Such grievance shall specifically identify the paragraph number(s) violated and shall be processed as follows:

4.1.2 Step 1. Before submitting a written grievance, the grievant must discuss the subject matter of the possible grievance with his Building Principal. If the discussion does not resolve the matter, then the grievant, to submit a grievance, must answer fully all the questions on the grievance form (Appendix B) and submit it to his immediate supervisor not later than ten working days after the occurrence of the alleged violation.

Within five working days after the written grievance was submitted to the Building Principal, the Building Principal shall hold a meeting with the grievant, and an Association Representative, if so requested by the grievant, to discuss the matter. Others having knowledge of the matter shall also meet with the Building Principal, if he so requests. The Building Principal shall respond, in writing, within five working days following the close of the meeting. If the grievance is not submitted in accordance with the time requirements of this section, the grievance is barred.

4.1.3 Step 2. If the grievant is not satisfied with the Building Principal's answer (or if the Building Principal fails to answer within the time requirements) the grievant may appeal the grievance to the Executive Director of Human Resources or his designee within 10 working days from the date of the supervisor's written answer. If no appeal is submitted within the time requirements for appeal, the grievance shall be barred and the answer deemed to have settled the grievance. No later than five working days after the appeal is received, the parties shall have scheduled a date for a hearing between the grievant, and Association Representative and others having knowledge of the matter. A written answer shall be provided within five working days after the conclusion of the hearing.

4.1.4 Step 3. If the grievant is not satisfied with the Executive Director of Human Resources' answer (or if the Executive Director of Human Resources fails to answer within the time requirements) the grievant may appeal the grievance to

the Superintendent of Schools or his designee within ten working days from the date of the Executive Director of Human Resources' answer. If no appeal is submitted within the time requirements for appeal, the grievance shall be barred and the answer deemed to have settled the grievance. No later than five working days after the appeal is received, the parties shall have scheduled a date for a hearing between the Superintendent and/or his designees, the grievant and an Association Representative. A written answer shall be provided within five working days after the conclusion of the hearing. If the grievant is not satisfied with the answer, the Association has ten working days after the date of the Superintendent's answer to appeal the grievance to arbitration.

### ARBITRATION

- 4.1.5 The Association, on behalf of the grievant, may appeal to arbitration, within the time limits cited in the prior step, by sending a demand for arbitration to the American Arbitration Association ("AAA"), with a copy to the Superintendent's office. The demand shall request the AAA to send each party a list of twenty arbitrators competent to hear and decide the grievance.

When each party receives its list of arbitrators, it will strike off the names of the arbitrators which are unacceptable to it, number the remaining names in order of the party's preference, and return the list to the AAA. The AAA shall then name the arbitrator, if any, who has the highest common preference on the parties' list. If there is no arbitrator on the list acceptable to both parties, the AAA shall send a second list of twenty names and the foregoing procedure shall be repeated. If there is no arbitrator on the second list acceptable to both parties, the AAA shall make an administrative appointment subject to challenge for cause only, but no arbitrator on either of the two lists previously submitted to the parties shall be so appointed.


The proceeding shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the AAA and provisions of Article 75 of the N.Y.S. Civil Practice Law and Rules.

- 4.1.6 The arbitrator is hereby empowered to hear and decide the grievance as alleged in accordance with the evidence presented to him. His decision will be final and binding on the parties and the employees.
- 4.1.7 If, pursuant to his power under this Agreement, the arbitrator sustains the grievance as alleged, his award may include a remedy which is appropriate to correct the violation determined to have occurred, but that remedy may not require the performance of any act which is contrary to law, or which the District has no power to do, or which conflict with any of the provisions of this Agreement. The arbitrator shall have no power or authority, expressly or by implication to alter, add to, subtract from or modify any provision of this Agreement nor to substitute his judgment or discretion for that of the District in matters which this Agreement leaves to the District's judgment or discretion.
- 4.1.8 The parties shall share equally in the costs of the Arbitrator.

4.1.9 If at least ten employees believe the same violation has occurred to them, they request the Association to consolidate the violations to a class grievance and have Association present the class grievance on their behalf at Step 2 of the grievance procedure. This provision is intended only to consolidate the same violation which has occurred to at least ten employees and rather than having ten separate grievances there would be one.

IN WITNESS WHEREOF, the parties set their hands this 24<sup>th</sup> day of June, 2009.

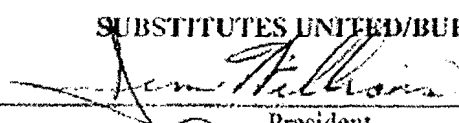
**BUFFALO BOARD OF EDUCATION**

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
President of the Board of Education

  
\_\_\_\_\_  
Chief Negotiator

**SUBSTITUTES UNITED/BUFFALO**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chief Negotiator

## APPENDIX A

The Buffalo Board of Education encourages the Association to become involved in matters concerning the school district. Involvement of the parties is essential and fundamental to strengthen the bond that exists between the District and its employees.

To this goal, the District and the Association endorse an employee involvement forum whereby representatives of the Association interact with various representatives of the District to discuss issues of mutual concern except those issues which are subject to collective bargaining.

**APPENDIX B**

**GRIEVANCE FORM - SUBSTITUTE TEACHERS**

Employee Name \_\_\_\_\_

Specific Agreement Provision(s) Allegedly Violated \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee's Requested Remedy \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STEP 1**

Date filed with Supervisor \_\_\_\_\_

**STEP 2**

Date filed with Deputy Superintendent \_\_\_\_\_

**STEP 3**

Date filed with Superintendent \_\_\_\_\_