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GREECE CENTRAL SCHOOL DISTRICT

TOWN OF GREECE, N.Y.

AGREEMENT BETWEEN

**The Superintendent of the
Greece Central School District
and
The Greece United Substitute
Teachers Organization**

Effective July 1, 2005

Student Learning Is The Goal

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INTRODUCTION

STUDENT LEARNING IS THE GOAL

This is the primary mission of the Greece Central School District. In order to accomplish this mission, it is understood that the following must be in place:

- clearly stated and broadly agreed upon instructional expectations;
- an organization which recognizes the importance of the role of the classroom teacher and adequately empowers and supports all staff;
- individuals assuming responsibility for results; and,
- clearly identifiable, understood, and agreed upon responsibilities (in terms of key results) for every employee.

The parties to this agreement are committed to the primary mission and pledge joint support and effort to develop the conditions for success outlined above. This agreement was developed and should be viewed as an important part of our collective efforts to ensure that the Greece Central School District is successful in achieving this primary mission.

PREAMBLE

This agreement is entered into between the Superintendent of Schools for the Greece Central School District (District) and the Greece United Substitute Teachers Organization (GUSTO) to establish terms and conditions of employment for employees in the bargaining unit.

ARTICLE I RECOGNITION

The District recognizes GUSTO as the exclusive bargaining representative of the following unit of employees for the purpose of collective bargaining:

- All per diem substitute teachers who, in the immediate preceding school year, have received and responded affirmatively to the *letters of reasonable assurance* issued by the District.
- The bargaining unit shall also include all others who are employed by the District as per diem substitute teachers commencing with the first day of substitute service rendered.
- The unit excludes support staff, tutors, and student teachers employed on an emergency basis.

ARTICLE II INTENTIONS OF THE PARTIES AND DURATION

The intention of this agreement, and the parties who are signatories to it, is to perpetuate an organization and agreement in which, (1) collaboration is the rule for settling issues, (2) growth and renewal in terms of moving the District forward to meet its educational challenges are the goals, (3) harmonious relations form the conditions for doing both.

The accord implicit in this agreement is viewed by both parties as being continuous, therefore, the agreement has no stated expiration date. To maintain a positive working relationship and ensure dialogue, the parties will meet on a regular basis.

In recognition that conditions can change, either party may give written notice of desire to dissolve the accord of the agreement and set an expiration date to take effect one calendar year from the date of notification.

The calendar year is provided to give both parties time to meet and, if possible, resolve issues of contention. During this calendar year, the parties should meet and attempt to resolve issues that led to notification and all provisions remain in effect until a new agreement is negotiated. If these issues are resolved, notification will be rescinded and the agreement will continue.

ARTICLE III MANAGEMENT RIGHTS

- The District retains the sole right to manage its operations and services;
- to direct the working force, including but not limited to, the right to decide the number and location of its operations;
- the services to be conducted and rendered;
- the methods, processes, and means used in its operations; and,
- the control of all buildings, real estate, machinery, parts, tools, materials, and all equipment which may be used in its operations; and,
- in supplying its services; to determine whether and to what extent the work required in supplying its services and performing its operations shall be performed by employees covered by this agreement;
- to promulgate rules and regulations for the conduct of employees; and,
- to maintain order and efficiency in all its operations, including the right to discipline, suspend, and discharge employees;
- to hire, lay off, assign, transfer and promote, including the sole right to determine qualifications of employees;
- to determine the starting and quitting time and the number of hours to be worked;
- to establish or change wages, hours, and terms and conditions of employment; subject only to such regulations or laws which may be applicable or to any specific limitations on the foregoing rights which are expressly provided for in this Agreement.

The above rights of the District are not all inclusive, but indicate the types of matters or rights which belong to and are inherent to the District. Any and all rights, powers, and authorities the District had prior to entering this agreement, including all common law management rights and prerogatives, are retained by the District, except as expressly and specifically abridged, delegated, granted, or modified by a specific provision of this agreement.

The failure to exercise a particular management right or function or the exercising of such right or function in a particular manner shall not constitute a waiver of the District's right to exercise such management right or function in any manner not in conflict with a specific provision of this agreement.

This agreement shall not be deemed to constitute any entitlement to any type or amount of work to be performed by unit members, and the District reserves the exclusive right to determine who is on the District's substitute list, who is to be called for available substitute work, and the location, type, and amount of such work.

ARTICLE IV ASSOCIATION RIGHTS AND OBLIGATIONS^{1*}

The District will utilize the following procedure for those employees who voluntarily agree in writing to have union dues to GUSTO deducted from their wages:

A GUSTO representative will annually notify the Human Resources Office of the uniform amount of GUSTO dues by October 1 of each year. Dues deduction shall begin with the first paycheck of October and continue through one of the following:

- 1) until a total of three (3) dues deductions have occurred, or
- 2) through the last paycheck in June.

The dues will be deducted from the biweekly pay of any unit member who performs any amount of work and, therefore, receives a paycheck. With the remittance of dues on a biweekly basis, the District will give GUSTO (president and treasurer) a list showing the names of those substitute teachers with deductions, and the amount of dues deducted. The uniform amount of deduction will continue unless the District receives written revocation of the deduction authorization from a unit member. Dues deduction authorized by individual per diem substitute teachers will be continuous from year to year unless revoked in writing by the substitute teacher.

GUSTO shall indemnify and hold harmless the District from any and all liability resulting from any action or proceeding arising as a result of the deduction of dues pursuant to this Article.

Association officers/designees required by the District to attend a meeting during regular school hours, will be fully compensated for any lost work.

^{1*} Revised 7/1/91
Revised 7/1/93
Revised 7/1/95

^{2*} Revised 7/1/91

ARTICLE V^{2*}

PROBLEM SOLVING/GRIEVANCE PROCEDURE

The purpose of this procedure is to reach, at the school level and at the earliest possible time, fair and equitable resolution of unit member work related problems. This procedure permits the discussion of such problems in an atmosphere free from coercion, interference, discrimination, or reprisal, and affords the parties adequate opportunity to resolve their differences without the necessity of more formal proceedings.

Stage I: In the event that a unit member(s) or administrator believes that she/he has a work related problem, the unit member will discuss and attempt to resolve that problem with the supervisor. Either the unit member or immediate supervisor may request an, association representative or another individual within the building to assist in the attempt to resolve the problem. If the problem is not resolved within ten (10) school days of that discussion, the unit member and supervisor will select two (2) in-district facilitators from the approved list to assist in resolving the problem. If the problem is not resolved within fifteen (15) school days of selection of the facilitators, the facilitators will file a joint written report with the executive director for human resources and association president which describes the problem, interests, possible options, recommended actions, and identifies any provisions of this agreement which might be applicable to the problem. The report shall be filed within twenty (20) school days of selection of the facilitators.

Within ten (10) school days of receipt of this written report from the District facilitators, the executive director for human resources or designee and association president or designee shall meet to discuss the report. Within five (5) school days of this meeting, a joint determination will be made.

Stage II: If no decision is reached at Stage I, the employee, with the approval of GUSTO, may request review by the superintendent or his/her designee (who shall not be a member of the Department of Human Resources). The superintendent (designee) may hold a meeting if he/she deems it necessary, but he/she shall receive any further information that GUSTO wishes to submit.

The decision of the superintendent (designee) shall be final and not subject to any administrative or court review. An employee may have GUSTO representation at any stage of the proceedings.

2* Revised 7/1/91

ARTICLE VI WORKING CONDITIONS^{3*}

A. Assignment Changes

Except in unusual circumstances, the District will not change a properly authorized assignment once a substitute has been called. If it becomes necessary to change an assignment, the substitute will be notified in advance whenever possible and with an explanation.

B. Vacancies

Probationary or long term substitute positions which open within the teaching unit are regularly posted. GUSTO unit members should update their files regularly so that they may be given proper consideration in the hiring process.

C. Professional Development

1. The District recognizes the need from time to time to provide professional development in order to improve the quality and delivery of its instructional programs. Whenever possible, and if the District so determines it to be appropriate, it shall make a reasonable effort to include in such professional development training programs unit members who teach in the area impacted on a space-available basis. Whenever possible, preference will be given in an order determined by the GUSTO president.
2. In circumstances where unit members are specifically requested by a school to attend professional development during regular work hours, unit members will be paid their appropriate rate.

D. Extended Assignment Absence

It is not intended that per diem substitutes will be paid for absences due to personal illness or otherwise. However, a unit member who is employed in an assignment consisting of sixteen (16) consecutive days or more for the same teacher shall earn an authorized unpaid absence day at the following rate:

AUTHORIZED UNPAID ABSENCE DAY(S)

Beginning with Day 16	1 day
Beginning with Day 31	2 additional days
Beginning with Day 41	2 additional days
Beginning with Day 61	2 additional days
Beginning with Day 81	2 additional days

3* #1, #2, #3, #4, #5, #9, #10, #11, #12, #14 revised 7/1/91
#11 revised 7/1/93, 7/1/95
#9 revised 7/1/95
I1 revised 8/98
M revised 8/98

Such authorized unpaid absence day(s) will be applied to allow the continuation of the extended assignment pay rate. It is expressly understood that such authorized day(s) shall not exceed the day(s) accrued and that such days are to be used only during the same extended assignment and shall not be cumulative to a subsequent assignment.

If an individual is absent for more than five days while in an extended substitute assignment, the individual may lose that extended assignment.

In all cases, a family death day will not disrupt the continuity of the extended assignment. Family death will include the extended family. The extended family is defined as mother, father, sister, brother, father and mother-in-law, grandchildren, grandparents, sister and brother-in-law, son and daughter-in-law, or any person living within the same household as the unit member.

E. Handbook

It is understood that the handbook promulgated by the District and any other material provided to substitute teachers are not part of this agreement and may be revised by the District in its sole discretion. Prior to July 1 of any year, GUSTO may submit written suggestions for information to be included in such materials for consideration by the District. After receiving any suggestions and if the District so determines it necessary, the District will confer with association representatives for the sole purpose of clarifying such information so received. A handbook and a copy of this agreement will be given by the Department of Human Resources to all substitutes.

F. Printing of Contract

Copies of this agreement shall be reproduced at the expense of the District and made available to all unit members now employed or hereafter employed by the Board of Education.

G. Due Process

This due process provision covers per diem substitute teachers beginning with the 16th day of service.

If the work of a unit member at a particular school is not considered satisfactory, and could lead to removal from consideration for assignments at that school, the principal or his/her designee will conference in person or by telephone with the individual with the intent to inform him/her of the specific problem. A written summary will be sent to the Department of Human Resources and the unit member following the conference. The summary will be signed by the substitute teacher as an indication that he/she has seen the summary and knows that it is being placed in his/her personnel file. A decision at the school level may be appealed to the executive director for human

resources/designee or a mutually agreed upon third party. At any step of the process, the unit member may elect to have GUSTO representation.

If the work of a unit member is not considered satisfactory and could lead to removal from the District substitute list, the executive director for human resources or his/her designee will meet with the individual with the intent to inform him/her of the specific problem. The unit member may elect to have a GUSTO representative present at such a meeting as an observer only.

H. Mileage

Reimbursement for required travel mileage between schools during the school day shall be made according to the policy and rate set by the District.

I. Minimum Pay

1. A unit member who is officially assigned substitute work and actually performs such work for the District of one-half day or less shall receive one-half of the applicable per diem rate. If the unit member works more than 3-1/4 hours, he/she will receive the full per diem rate applicable.
2. When two substitutes show up for the same assignment, the following will occur:
 - a) the assignment will go to the unit member with the job number;
 - b) an attempt will be made through the automated calling system to locate another position for the substitute without the job number;
 - c) a building may, at its discretion, keep the substitute without the job number in the building to perform other professional work and compensate them accordingly; and, if both substitutes have job numbers and no other work is available, one person may be paid for half day and sent home.

J. Availability

Any unit member whose status changes his/her availability to work should notify the substitute office.

K. Personnel Files

Employees shall be allowed to review the material in their files, with the exception of reference or other confidential information, at reasonable times based upon the availability of Department of Human Resource staff. The unit member shall have the right to respond in writing to any material filed. Any response will be placed with the material in the file.

Written comments regarding performance prepared by building principals which are to be placed in the employee's file in the Department of Human Resources will be shared with the employee. The employee will be asked to acknowledge having seen the document by signature of acknowledgement.

Further, the employee will be given the opportunity to have a written reactionary response placed into the personnel file.

L. Bulletin Boards

GUSTO will have the right to have or use bulletin boards located within the District buildings. Posted notices will deal only with GUSTO business.

M. Payroll Practices and Procedures

The District will make available the opportunity for unit members to participate in the direct deposit payroll program in accordance with practices and procedures determined by the District.

N. Participation in Group Health and Dental Program

Unit members may participate in either or both the Group Health and Dental Programs made available through the District. The full cost of such participation will be borne by the unit member and participation will be in accordance with practices and procedures determined by the District. Participants who leave the District may be eligible to continue coverage under appropriate state and federal laws.

ARTICLE VII NONDISCRIMINATION^{4*}

GUSTO agrees that to maintain its eligibility to represent all bargaining unit members, admission to membership will be without discrimination on the basis of race, color, creed, sex, national origin, and GUSTO further agrees to represent equally all bargaining unit employees without regard to membership or participation or association with the activities of any bargaining organization.

The District agrees to continue the policy of nondiscrimination against any employee on the basis of age, race, color, creed, sex, national origin, marital status, disability, or membership or participation in an employee organization.

^{4*} Revised 7/1/91
Revised 7/1/00

ARTICLE VIII CHANGES IN THE AGREEMENT

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 in a written and signed amendment to this agreement. This agreement shall supersede any rules, regulations, or practices of the Board of Education which shall be contrary to or inconsistent with its terms. This agreement may be amended only by a writing executed by the parties and the provisions to this agreement shall be effective on and after January 1, 1989.

ARTICLE IX SAVINGS CLAUSE

In the event that any provision of this agreement is held by a court of competent jurisdiction to violate existing law or regulations, said provision shall not bind either party, but the remainder of this agreement shall continue in full force and effect as if the invalid provision had not been contained herein.

ARTICLE X^{5*} MISCELLANEOUS

- A. Upon reasonable request by GUSTO, the District will furnish GUSTO with a list which contains the names and addresses of employees covered by this agreement. Upon reasonable request, the District will provide payroll information necessary for GUSTO's administration of this agreement.
- B. Principals and unit members will be required to report any case of assault on unit members in connection with their employment to the superintendent of schools or his/her representative. Further, the District will reimburse a unit member for the cost of medical, surgical, or hospital services less the amount received pursuant to any applicable insurance (e.g., workers' compensation) incurred as a result of any such injury caused by assault in the course of his/her employment.
- C. In cases of work related injuries not covered by Workers' Compensation, the District will make a reasonable adjustment toward the replacement or repair of dentures, eyeglasses, hearing aids or similar bodily appurtenances, and clothing or other personal property damaged or destroyed or lost as a result of an assault or an accident or bodily injury sustained by the unit member while the unit member was acting in the discharge of his or her duties as a unit member when the unit member has not been personally negligent.

^{5*} #3 added 7/1/91
#4 added 7/1/95

- D. Unit members shall be afforded all of the rights and protections of §3023 and §3028 of New York State Education Law and to all pertinent Board of Education policies which describe the District's obligation to provide legal support to its teachers.

ARTICLE XI SALARY^{6*}

A. Salary Schedule

The following schedule will be in effect September 1, 2005

ASSIGNMENT	REGULAR (Per Diem)	CAREER (Per Diem)	MENTOR (Per Diem)
Daily/Short term	\$88	\$105	N/A
Extended (16+ consecutive days)	\$104	\$119	N/A
Extended (41+consecutive days)	\$118	\$132	N/A
Extended (61+consecutive days)	\$148	\$162	N/A
Extended (81 + consecutive days)	\$167	\$179	N/A
Building/District	\$112	\$125	\$127
Tutor	\$19 (hour)		

B. Salary Program

1. The purpose of the salary program is to improve the quality of the substitute teacher program. The parties to this agreement will meet periodically to review and assess the effectiveness of this program in meeting the stated purpose.

2. Career Substitute

Unit members will qualify for this classification if they are certified, have been employed as a substitute for at least four (4) years, and have demonstrated service of at least two hundred (200) days of accumulated substitute service in Greece Central.

A break in service of more than one year shall cause a unit member who has not yet achieved the designation of career substitute to restart the four year and 200 day service requirements of that classification. A break in service shall be defined by a resignation and subsequent rehiring. Once a unit member has achieved the

designation of career substitute, she or he shall retain that designation regardless of the duration of any break in service.

3. Extended Assignment

The daily rate shown on the schedule above for extended assignment will be effective beyond fifteen (15) consecutive days of service. Upon meeting this criterion, the extended assignment rate will be retroactive to the first day of the assignment, at each level. The extended assignment substitute will work the regular teacher's seven hour day of instructional time.

4. Building/District Assignments

The intention of a building assignment is to provide a continuity of substitute service within a building on a special assignment basis. Such assignments will be developed by the District in conjunction with building principals with the involvement of faculty.

5. For work provided beyond the regular work day, substitute teachers will be paid an hourly rate consistent with .16 of their individual daily rate, paid in fifteen (15) minute increments.

C. Adjustments to the Salary Schedule

The salary schedule will be adjusted annually beginning on July 1, 1989 by a cost of living factor. See Appendix A.

6* Revised 7/1/93 Revised 7/1/00 Revised 7/1/04
 Revised 7/1/95 Revised 7/1/01 Revised 7/1/05
 Revised 7/1/96 Revised 7/1/02
 Revised 7/1/98 Revised 7/1/03

**ARTICLE XII
APPROVAL**

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

MEMORANDUM OF AGREEMENT

**APPENDIX A
COST OF LIVING ADJUSTMENT**

To read as follows

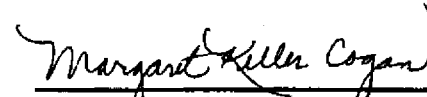
- A. The cost of living percentage for July wage increases shall be calculated based upon the increase in the consumer price index (CPI) as follows:

The actual percentage increase in the consumer price index shall be calculated by using as the numerator the average of the CPI of all urban consumers (CPI-U) for the Northeast Region area from January of one year to January of the next year, and the increase CPI for the New York-Northeast New Jersey area from April of one year to April of the next year; and using as a denominator the average of CPI-U for the Northeast Region for January of the base year, and such index for New York-Northeast New Jersey for April of the base year.

- B. The indexes employed to obtain the above adjustment shall be those published by the Bureau of Labor Statistics of the United States Department of Labor. The consumer price index (CPI) for the New York-Northeast New Jersey area shall be calculated by averaging the CPI for all urban consumers (CPI-U) and the CPI for urban wage earners and clerical workers (CPI-W).

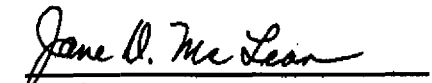
So agreed

FOR THE DISTRICT:



Superintendent of Schools

FOR THE ASSOCIATION:



President, GUSTO

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