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Contract Database Metadata Elements

Title: **Galway Central School District and Galway School Alliance for Substitutes in Education (2007) (MOA)**

Employer Name: **Galway Central School District**

Union: **Galway School Alliance for Substitutes in Education**

Local:

Effective Date: **07/01/07**

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MEMORANDUM OF AGREEMENT

by and between

SCHOOL ALLIANCE FOR SUBSTITUTES IN EDUCATION (Galway Central School District Unit)

and

GALWAY CENTRAL SCHOOL DISTRICT

This Memorandum of Agreement between the Galway Central School District ("District") and the School Alliance for Substitutes in Education ("Alliance") shall set forth the full agreement between the parties relating to their successor collective bargaining agreement. The terms of this Memorandum of Agreement will be subject to ratification by the executive board of the Alliance and the approval of the Board of Education of the District. Unless otherwise modified, changed or altered by the terms of this Memorandum of Agreement, the provisions of the collective bargaining agreement between the parties covering the dates July 1, 2002 through June 30, 2007 shall remain in full force and effect in the successor collective bargaining agreement.

1. The successor collective bargaining agreement will cover a four (4) year period, inclusive of the dates July 1, 2007 through June 30, 2011.
2. Salaries shall be amended to provide:

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DEC 18 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

ARTICLE V
SALARIES

Substitute teachers will be paid according to the following schedule:


5.10 Substitute Teacher Compensation

		2007-2008 Full Day (1)	2008-2009 Full Day	2009-2010 Full Day	2010-2011 Full Day
Level 1	1-15 days	\$78	\$81	\$84	\$87
Level 2	16-25 days	\$83	\$86	\$89	\$92
Level 3	26 or more days +	\$89	\$92	\$95	\$98

(1) Rates are pro-rated at .5 for a half day.

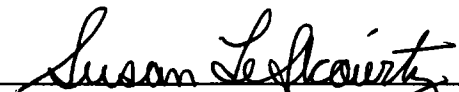
Dated: _____

FOR THE DISTRICT:

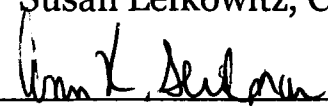


Clifford Moses,
Superintendent

FOR THE ASSOCIATION:



Susan Lefkowitz, Co- President



Ann Seidman, Co-President

AGREEMENT

Between

**SCHOOL ALLIANCE OF SUBSTITUTES IN EDUCATION LOCAL 4805
OF THE NEW YORK STATE UNITED TEACHERS AND THE
AMERICAN FEDERATION OF TEACHERS, AFL-CIO**

and the

GALWAY CENTRAL SCHOOL DISTRICT

FOR THE PERIOD

JULY 1, 1998 - JUNE 30, 2002

ARTICLE I RECOGNITION AND DEFINITIONS

1.10 Recognition

For the purpose of collective negotiations, the Superintendent of Schools, on behalf of the Board of Education of the Galway Central School District, hereby recognizes the School Alliance of Substitutes in Education (hereinafter referred to as the Alliance) as the exclusive representative of all per diem substitute teachers.

1.20 Definitions

- 1.21 Superintendent: The Superintendent of Schools of the Galway Central School District.
- 1.22 Certified Substitute Teachers: A per diem substitute teacher provisionally or permanently certified to teach in the public schools of New York State. Included are teachers who hold certificates of qualification.
- 1.23 Uncertified Substitute Teacher: A per diem substitute teacher not provisionally or permanently certified to teach in the public schools of New York State.
- 1.24 School District: The Galway Central School District.
- 1.25 Board: The Board of Education of the Galway Central School District.
- 1.26 Alliance: The School Alliance of Substitutes in Education, Local 4805 of the New York State United Teachers, AFT, AFL-CIO.
- 1.27 School Year: The period commencing on the first day of July in each year and ending on the thirtieth day of June next.
- 1.28 Elementary Schools: The administrative unit referring to grades in the Elementary Schools, as of July 1, 1998.
- 1.28.1 Secondary Schools: The administrative unit referring to grades in the Middle School and Grades in the High School, as of July 1, 1998.
- 128.2 Supervisor: Anyone in a supervisory capacity such as Superintendent, Director PPS, Principal or Assistant Principal.

ARTICLE II EMPLOYMENT

- 2.10 It is the intention of the District to employ substitute teachers who possess certification or demonstrated competence in the area in which the vacancy exists.
- 2.20 The work day for substitute teachers shall be the "school day" as defined in the Agreement with the Galway Central School District. The work load for the substitute teacher shall be the same as the work load of the teacher being replaced. The District may vary the work load of a substitute teacher if the substitute is notified in advance or at the time the substitute reports for work.
- 2.30 When it is known in advance of the first day's absence that a regular teacher is to be absent for two or more consecutive days, in most cases effort will be made to employ the same substitute for each day provided the substitute has demonstrated a level of performance that, in the judgment of the District, is satisfactory.
- 2.40 The District will attempt to give substitute teachers advance notice of assignments. When advance notice is given, the substitute teacher will report at the start of the "school day" as defined in the Agreement with the Galway Teachers Association. Failure to comply may result in deletion from the Active Substitute List.
- 2.50 When a substitute teacher is called by the District and shows up for the assignment, the substitute will be paid for the assignment. If the assignment is reduced or eliminated, the substitute may be assigned to other duties for the duration of the "school day".
- 2.60 In the event that school is closed in advance of its normal starting time, the substitute should not report to work and will not be paid. It is the responsibility of the District to announce school closings on local radio and TV stations and the responsibility of substitutes to make themselves aware of any such closings.
- 2.701 Substitute teachers are expected to follow all rules and procedures as outlined in school and District instructional handbooks as they relate to students, classrooms and building activities. A copy of the district policy book and building handbooks will be available for substitutes to review.
- 2.702 Substitute teachers will be given a teacher handbook at the time of their first assignment. Substitute teachers will receive the following information once their application has been completed and accepted; payroll information, work hours, District procedures for calling substitutes, school year calendar and building phone numbers.
- 2.703 When substitute teachers report to work, they will receive lesson plans for the day, classroom roster(s) and a class schedule.

2.704 Substitute teachers who desire information about participation in the New York State Teachers Retirement System should contact the District's Business office.

ARTICLE III EVALUATION

- 3.10 Any certified substitute teacher who has been employed 25 or more consecutive days in the same assignment may request an observation and evaluation in writing by a supervisor at a mutually convenient time. The evaluation of the substitute's performance will be based upon personal observation and/or the observations of the teacher who the substitute replaced. A written evaluation report will be given to the substitute teacher. A copy of the evaluation will be placed in the substitute's personnel file.
- 3.20 It is understood that the maintenance of the District's substitute list is a right of the District, as provided in Article VIII, section 8.30. Accordingly, additions to, or deletions from the District's substitute list shall not be subject to the grievance procedure.

ARTICLE IV SALARIES

Substitute teachers will be paid according to the following schedule:

5.10 Substitute Teacher Compensation

	<u>1998-1999</u> <u>Full Day (1)</u>	<u>1999-2000</u> <u>Full Day</u>	<u>2000-2001</u> <u>Full Day</u>	<u>2001-2002</u> <u>Full Day</u>
(Level 1) 1-15 Days	\$57	\$60	\$65	\$70
(Level 2) 16-25 Days (2,3)	\$62	\$65	\$70	\$75
(Level 3) 26 or more days (2,3)	\$67	\$70	\$75	\$80

(1) Rates are pro-rated at .5 for a half day.

(2) Once employed by the District, the substitute shall continue to accrue days for salary level advancement and shall not have their salary reduced to a lower salary level.

(3) Substitutes returning in subsequent years shall be placed at the same salary level they had previously achieved.

- 5.20 After serving thirty-five (35) consecutive school days in the same assignment, the substitute teacher will be paid 1/200 of Step B1 of the permanent teachers salary schedule for each additional day that is served in the same assignment. The substitute will not be entitled to any other GTA contract benefit.

- 5.30 After serving 20 days in the same assignment, the substitute teacher shall be entitled to two (2) unpaid leave days for personal or family illness, personal or other business that cannot be postponed, or family bereavement.

The purpose of these leave days is to allow the substitute teacher to maintain consecutive days of employment as provided for in 5.20, above.

- 5.40 Long term substitutes, substitutes, substitutes hired for a specified period of time to replace a teacher on a Board of Education approved unpaid leave of more than thirty (30) consecutive school days, will fall under the provisions of the Galway Teachers Association contract.

ARTICLE VI ALLIANCE RIGHTS

- 6.10 The District will periodically (at least once per year, at the start of the school year) provide the Alliance with a current list of substitutes with addresses and social security numbers. In addition, the District will provide the Alliance with payroll information each pay period to include the names, social security numbers, days worked and the amount withheld from salary for dues and agency fee for each substitute teacher employed during that period.
- 6.20 Substitute teachers may participate in District staff development activities if enrollment in courses permits. This will be done on a voluntary basis without pay.
- 6.30 The Alliance agrees to prepare a sufficient quantity of this collective bargaining agreement for the District's use at no cost to the District.
- 6.40 The District agrees to make copies of this agreement available in all buildings of the District for substitute teachers upon request.
- 6.50 The Alliance may use without cost, at reasonable times, available District school facilities for meetings, provided the building use form has been submitted in a timely fashion to the building principal. These meetings will be open to the public under the Open Meetings Law.
- 6.60 Dues and Agency Fee: The District shall deduct membership dues from the salaries of substitute teachers in the unit represented by the Alliance, as authorized by substitute teachers, and shall promptly transmit (each payroll period) the sum so deducted to the Alliance.

The District shall also deduct from the salary of employees in the bargaining unit who are not members of the Alliance, the amount equivalent to the dues levied by the Alliance (agency fee) and shall promptly transmit (each payroll period) the sum so deducted to the Alliance, in accordance with, and subject to, applicable law.

The deduction will be at the rate of one dollar (\$1.00) for each more than half-day worked; fifty cents (\$.50) for each one-half or less day worked; until such time as the District is notified in writing by the Alliance of a change in this rate. If a change in the rate occurs, the District will then deduct at the new rate.

ARTICLE VII GRIEVANCE PROCEDURE

- 7.10 Purpose: It is the intent of the superintendent and the Alliance to resolve all grievances informally at the earliest possible stage of this grievance procedure. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be a precedent in a later grievance procedure.
- 7.20 Definition: A grievance shall be defined as a claim by any substitute teacher, or group of substitute teachers, in the negotiating unit of an alleged violation of this Agreement. Article III (Evaluation) shall not be subject to a grievance procedure as set forth herein.
- 7.30 General Condition: The aggrieved party may be represented by the Alliance at every stage of the grievance procedure. The time limits may be changed only by mutual agreement. Except for the informal decisions at stage 1, all decisions will be in writing. Copies of all decisions will be submitted to the superintendent, the Alliance and the aggrieved party.
- 7.40 Submission of Grievances:
- 7.41 Before submission of a written grievance the aggrieved party must attempt to resolve it informally.
- 7.42 Each grievance shall be submitted in writing on a form approved by the District and the Alliance, and attached hereto as Addendum A, which indicates the name of the aggrieved party, the provision of the agreement involved in the grievance, the time and place where the alleged events or conditions took place, the identity of the person or persons responsible for causing such conditions, and a statement of the redress sought by the aggrieved party.
- 7.43 A grievance shall be deemed waived unless it is submitted within ten (10) school days after the aggrieved party knew, or should have known, of the events or conditions on which it is based.

- 7.44 Grievances which affect one school shall be submitted by the aggrieved party or parties to the building principal. Grievances involving more than one school shall be submitted to the superintendent.
- 7.45 The aggrieved party or parties are responsible for presenting written grievances to the President of the Alliance.
- 7.50 Procedural Stages:
- 7.51 Stage I: The building principal shall respond in writing to each written grievance received within ten (10) school days of the receipt of the grievance.
- 7.52 Stage II: If the aggrieved party is not satisfied with the response of the building principal, the aggrieved party may submit the grievance to the Alliance Grievance Committee within five (5) school days of the principal's decision for its consideration. If the Alliance Grievance Committee determines the alleged grievance has merit, it shall submit a written appeal of the decision of the building principal to the superintendent, within ten (10) school days of the decision by the building principal.
- 7.53 The superintendent's decision will be in writing and will set forth the findings, reasonings, and conclusions on the issues submitted. The decision of the superintendent shall be issued within ten (10) school days of receipt of the grievance.
- 7.54 Stage III: If the Alliance Grievance Committee is not satisfied with the superintendent's decision, it may within ten (10) school days of receipt of the decision, file a written appeal of the superintendent's decision to the designated arbitrator.

The Designated Arbitrator for the duration of the agreement shall be the Director of Human Resources from the WSWHE BOCES or another arbitrator, mutually acceptable to the District and the Alliance.

If the District and the Alliance are not able to agree on a mutually acceptable arbitrator within thirty (30) days of the superintendent's decision, the Alliance may seek to have the American Arbitration Association appoint an arbitrator to render a decision on the grievance. The District and the Alliance shall share equally in the cost of the Arbitrator.

The Arbitrator's decision will be in writing and will set forth the findings, reasonings, and conclusions on the issues submitted. The decision of the Arbitrator will be binding only as it relates to grievances which are alleged violations of this negotiated agreement or any dispute with respect to its meaning or application. The decision of the Arbitrator shall not alter, add to, or detract from provisions of this agreement.

**ARTICLE VIII
MISCELLANEOUS**

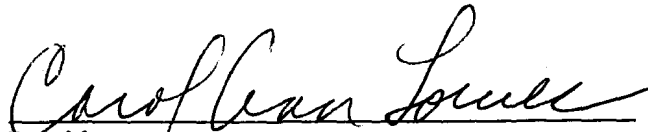
- 8.10 The provisions of this agreement become effective on July 1, 1998 and remain in full force and effect until June 30, 2002.
- 8.20 If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, such provision or application shall not be termed valid and subsisting except to the extent permitted by law; but, thereto all other provisions or applications of this Agreement shall continue in full force and effect.
- 8.30 The District retains all rights not affected by any provisions of this Agreement as long as the District does not violate the rights of the Alliance or its members as guaranteed by statutory provisions of the State and such other rules and regulations as are promulgated by the Commissioner of Education, the legislature and the courts.
- 8.40 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.

IN WITNESS THEREOF, the parties here to have hereunder set their signatures on this 31 day of August, 1998.

GALWAY CENTRAL SCHOOL DISTRICT


Superintendent

SCHOOL ALLIANCE OF SUBSTITUTES
IN EDUCATION


President

ADDENDUM A

GALWAY CENTRAL SCHOOL DISTRICT

SUBSTITUTE TEACHER GRIEVANCE FORM

Name of the Aggrieved Party: _____
(Please Print)

Date: _____

Provision(s) of the collective bargaining agreement involved in the grievance:

Date(s), time(s) and place(s) when and where the alleged grievance took place:

Person(s) responsible for causing the alleged grievance: _____

Provide a concise statement describing the nature of the alleged grievance: _____

Describe the redress you seek: _____

(signed)

(Position)

**Galway Central School District
and the
School Alliance of Substitutes in Education**

MEMORANDUM OF AGREEMENT

The following represents the negotiated terms and conditions of the collective bargaining agreement by and between the Galway Central School District and the School Alliance of Substitutes in Education Local 4805 of the New York State United Teachers and the American Federal of Teachers, AFL-CIO. Those provisions of the expired agreement covering the period July 1, 1998 to June 30, 2002 not expressly addressed below are to be continued unmodified in the successor agreement. The terms provided herein are subject to ratification and approval by the Board of Education and to ratification by the SASIE membership.

ARTICLE IV - SALARIES

	<u>Level 1*</u>	<u>Level 2**</u>	<u>Level 3***</u>
<u>2002-2003</u>	<u>\$70.00</u>	<u>\$75.00</u>	<u>\$80.00</u>
<u>2003-2004</u>	<u>\$72.00</u>	<u>\$77.00</u>	<u>\$82.00</u>
<u>2004-2005</u>	<u>\$73.00</u>	<u>\$78.00</u>	<u>\$83.00</u>
<u>2005-2006</u>	<u>\$74.00</u>	<u>\$79.00</u>	<u>\$84.00</u>
<u>2006-2007</u>	<u>\$75.00</u>	<u>\$80.00</u>	<u>\$85.00</u>

*(1-15 days) **(16-25 days) ***(26 or more days)

ARTICLE VIII - MISCELLANEOUS

8.10 The provisions of this agreement shall be effective July 1, 2002 and remain in full force and effect until June 30, 2007.

Galway Central School District

School Alliance of Substitutes in Education

Superintendent

President