

**AGREEMENT BETWEEN**

**MARCELLUS CENTRAL SCHOOL DISTRICT**

**AND**

**MARCELLUS SUBSTITUTE TEACHERS ASSOCIATION**

**2023 – 2027**

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**ARTICLE 1  
RECOGNITION**

- A. The Marcellus Substitute Teachers Association (MSTA) bargaining unit shall include any per diem substitute teacher approved by the Board of Education upon completion of one day of work.
- B. All other employees of the District are excluded.

**ARTICLE 2  
DEFINITIONS**

- A. Per Diem Substitute Teacher shall refer to members of the bargaining unit.
- B. District shall refer to the Marcellus Central School District.
- C. Administration shall refer to administrators including, but not limited to, the Superintendent, Assistant Superintendent, Principals and Assistant Principals.
- D. Superintendent shall refer to the Superintendent of Schools or any person designated by the Superintendent to act on the behalf of the Superintendent of Schools.
- E. Workday shall refer to a day of per diem substitute teaching service actually rendered. The normal workday shall be the basic teacher workday with all accepted duties thereof.
- F. School Day shall refer to a day of actual pupil attendance.
- G. School Year shall refer to board approved school calendar.
- H. Certified shall refer to a bargaining unit member holding a valid teaching certificate on file with the District.
- I. Uncertified shall mean not certified.

**ARTICLE 3  
POLICIES AND PROCEDURES**

The District will provide a Substitute Employee Handbook to each substitute teacher upon hire. The Handbook will be updated and distributed by the District as needed.

**ARTICLE 4  
CALL-IN AUTHORIZATION**

No substitute teacher shall report to work unless he/she is called-in by either the District (Building Principal or Assistant Principal or his/her designee) or the BOCES Sub Service. All other calls are not authorized to offer per diem employment.

**ARTICLE 5  
AVAILABILITY**

- A. Bargaining unit members must be available to work upon receiving a call from the District or BOCES Sub Service. If a substitute teacher is not available or refuses to work after five (5) consecutive calls, his/her name will be removed from the substitute teacher list.
- B. At the end of an extended leave of a teacher, the substitute will be available to meet with the returning teacher to advise the teacher as to classroom/student matters.
- C. If an extended leave is known prior to the commencement of said leave, the selected substitute will meet with the teacher to receive lesson/classroom instructions.

**ARTICLE 6  
ORIENTATION**

Up to four officers of the Association shall be permitted to attend orientation provided by the District at the beginning of each year. The Association president shall be notified of the date, time and place prior to the meeting. Such attendance shall be without compensation.

**ARTICLE 7  
OPEN-HOUSE**

In the event a bargaining unit member attends an open-house, curriculum night or other obligation outside of the normal school day, such member shall be compensated at his/her pro-rated hourly rate for the actual time worked, but only if attendance is requested by the building principal and agreed to by the member. The building principal shall put the request to attend the event in writing as far in advance of the event as possible.

**ARTICLE 8  
PHYSICAL EXAMINATIONS**

- A. This agreement does not abridge in any way the rights that the District has regarding physical or psychiatric examinations under Section 913 of the New York State Education Law.
- B. It is agreed that the procedures set forth in this subparagraph will apply in only the following two circumstances: (i) where a bargaining unit employee seeks to begin or return from an extended leave of absence, and the District desires a doctor's assessment of the employee's physical or mental ability to perform in a satisfactory manner; and (ii) where a bargaining unit employee, who is absent due to illness or injury but who is not on an extended leave, seeks to return to work and the District desires a doctor's assessment of the employee's physical or mental ability to perform in a satisfactory manner. In such circumstances:
- (1) The Superintendent may request, at District expense, a physical examination from the District's own physician to determine the physical and/or mental ability of said employee to perform work in a satisfactory manner;
  - (2) If the employee is not satisfied with the examination, he/she may request, at the employee's expense, that it be performed by a physician selected by the employee;
  - (3) If there is a difference of opinion between the employee's physician and the district's physician selected by the District; the Superintendent will request, at District expense, that the employee's physician and District's physician select a third (3<sup>rd</sup>) physician whose opinion would be binding on the parties concerning the health status or prognosis affecting the employee.

**ARTICLE 9  
UNIT ROSTER**

- A. The Marcellus Substitute Teachers Association president will receive a copy of the Board of Education minutes on a monthly basis along with a list of substitutes who were approved that month, as soon as possible following each Board meeting, but in no event later than fourteen (14) days thereafter. The list shall include home addresses and home phone numbers for approved substitute teachers.
- B. In October and February of each year, the District shall forward an updated substitute teacher roster to the Association president.
- C. The District shall include the president in communications sent to the district-wide email distribution list using the email address assigned to the president by the District. In the event district-wide communications are only sent to employees via an electronic system, the president shall have access to the same system used by other district employees.

**ARTICLE 10  
UNION RIGHTS**

- A. Association officers may use the copy center machine in the Marcellus Central School District with the provision that the Association will be charged by the District for paper used.
- B. The Association, upon prior written request and submission of appropriate building use form, and if a room is available, will be granted the use of a room in one of the buildings for Association meetings usually to be conducted in the evening when a custodian is in attendance during their normal workday hours.

**ARTICLE 11  
MANAGEMENT RIGHTS**

Except as expressly limited by other provisions of this agreement, 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, purpose, objectives and policies of the employer, the right to the facilities, methods, means, and the number of personnel for the conduct of the employers' programs.

**ARTICLE 12  
SALARY**

The daily rate of pay for certified and uncertified bargaining unit members will be as follows:

	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>	<u>2026-2027</u>
Certified Substitute Teachers				
Step 1: Less than 20 days	\$128.00	\$133.00	\$138.00	\$138.00
Step 2: 20 to less than 40 days	\$139.00	\$145.00	\$151.00	\$151.00
Step 3: 40+ days worked	\$151.00	\$157.00	\$163.00	\$163.00
Step 4: Marcellus Teachers Retiree	\$160.00	\$166.00	\$173.00	\$173.00
Uncertified Substitute Teachers				
Step 1: Less than 20 days	\$118.00	\$123.00	\$128.00	\$128.00
Step 2: 20 to less than 40 days	\$129.00	\$134.00	\$139.00	\$139.00
Step 3: 40+ days	\$136.00	\$141.00	\$147.00	\$147.00

Step placement is determined based on cumulative days worked beginning September 1, 2022.

**ARTICLE 13**  
**PAYROLL DEDUCTIONS**

A. Dues Deduction

- (1) The District agrees to deduct from the paycheck of each Association member, dues as set by the Marcellus Substitute Teachers Association, upon receipt of a signed dues authorization card, which shall be in effect until revoked by the substitute teacher.
- (2) Deduction shall commence the first day a substitute teacher works.
- (3) Deduction shall conclude at such time as the entire stipulated amount has been deducted or at the end of the school year.
- (4) The president of the MSTA will inform the District, in writing, by September 1 of each year of the amount of dues to be deducted for each per diem substitute teacher.
- (5) Dues deductions will appear as two (2) lines on paychecks. One (1) line will represent withholdings from NYSUT/AFT dues. The second line will represent withholdings for the Marcellus Substitute Teachers Association.
- (6) The District, at the request of the Association, shall forward deducted NYSUT/AFT and MSTA dues to designated accounts by direct deposit, on a monthly basis or per pay period basis.

B. Other Deductions

Upon designation of a specific dollar amount or percent (%) by a per diem substitute teacher, the District will deduct from each paycheck said amount designated to a credit union, savings bank, or tax sheltered annuity. The specific dollar amount will not exceed the substitute teacher's pay.

C. Teacher's Retirement

The District will deduct from each paycheck the appropriate amount for the Teachers' Retirement System for those members of the bargaining unit who qualify and elect to join the Teachers' Retirement System.

**ARTICLE 14  
GRIEVANCE PROCEDURE**

- A. A grievance is a claim by a member or the Association that there has been misinterpretation, misapplication, or inequitable application of the terms and conditions of employment covered by this Agreement.
- B. Stages
- (1) Stage 1 – Informal: A party or his representative having a complaint will discuss with the building principal with the objective of resolving the matter informally.
  - (2) Stage 2 – Building Principal: If no consensus is reached, the aggrieved party will reduce the grievance to writing and transmit it to the building principal and the Association Grievance Chairman. The building principal shall render his decision in writing within seven (7) school days of the receipt of the written grievance.
  - (3) Stage 3 – Superintendent of Schools: Any appeal of the Stage 2 decision must be submitted in writing to the Superintendent within ten (10) school days of the receipt of the Stage 2 decision.
  - (4) The Superintendent will schedule a meeting with the grievant and other necessary parties in an effort to resolve the grievance. Should this fail, the Superintendent will render a decision within fifteen (15) school days after receipt of the appeal. The Decision of the Superintendent is final and binding and may not be appealed.

**ARTICLE 15  
TAYLOR LAW LANGUAGE**

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 PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE 16  
ENTIRE AGREEMENT**

This agreement constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written, signed amendment to this Agreement.



**ARTICLE 17  
CONFORMITY TO LAW**

This agreement and its component provisions are subordinate to any present or future Federal or New York laws and regulations. If any Federal or New York law or regulation, or the final decisions of any Federal or New York court or administrative agency affects any provisions of this agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation, or decision, but otherwise this agreement will not be affected.

Further, the District and the Association agree that neither party will discriminate in a manner contrary to law with regard to the application of the terms and conditions of this agreement.

**ARTICLE 18  
TERM OF AGREEMENT / SIGNATURES**

This Agreement is effective July 1, 2023 and the terms and conditions herein shall not extend beyond June 30, 2027.

For Employees' Union:

  
\_\_\_\_\_  
Patricia G. Rao, MSTA President

Dated: 10/2/23

For the District:

  
\_\_\_\_\_  
Jean Sharlow, Superintendent

Dated: 10/2/23