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#### **Contract Database Metadata Elements**

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Jericho Ufsd And Jericho Tutors Assn

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**NEGOTIATING AGREEMENT**

**BETWEEN**

**JERICHO UNION FREE SCHOOL DISTRICT**

**AND**

**JERICHO TUTORS' ASSOCIATION**

**1998 - 2001**

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD  
RECEIVED

DEC 10 1999

EXECUTIVE DIRECTOR

# JERICHO TUTORS' ASSOCIATION

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Agreement made the 26<sup>th</sup> day of March 1999 by and between the Jericho Union Free School District (hereinafter referred to as the "District") and the Jericho Tutors' Association (hereinafter referred to as the "Association") approved by the Board of Education on March 26, 1999.

ARTICLE I - RECOGNITION AND DUES DEDUCTION

- A. RECOGNITION: The District hereby recognizes the Association as the exclusive representative of the members of the negotiating unit, as such term is hereinafter defined, for the purpose of collective negotiations of terms and conditions of their employment, and the administration of grievances which arise from the administration of this agreement. The negotiating unit shall include all employees appointed by the Board of Education and employed as tutors. Excluded from the negotiating unit are all other employees or groups of employees.
- B. DUES DEDUCTION: The Board agrees to deduct from the salaries of members of the negotiating unit dues of the Association, upon presentation to the Board of individually signed authorizations, and which shall remain in force and effect unless written notice revoking said authorization is given to the Board by the individual employee. Dues deduction will be made within 45 calendar days of receipt of individually signed authorizations by the Board and deductions shall be made uniformly and consistently on each pay day of each month, commencing September, 1998 and during the second and third year of this Agreement, commencing September, 1999 and 2000 respectively. The Board shall transmit the monies so collected within five (5) working days of the installment dates to the Treasurer of the Association. The Board, its officers, or employees, shall be relieved of any and all liabilities concerning the monies so deducted when the monies are delivered to the

Treasurer of the Association.

Once a member of the negotiating unit withdraws authorization for deductions, the member may not reinstate dues deduction until the following year.

- C. AGENCY SHOP: Every member of the bargaining unit who is not a member of the Jericho Tutors Association shall, within thirty (30) days after the initial date of employment, or within thirty (30) days after this section becomes effective, whichever is later, pay to the Association an agency fee. Such fee shall be equal to 100% of the membership dues of the Association minus any monies spent on political action. Such fee shall be paid through the dues check-off provided, however, that the form of such payment shall be entitled the "Agency Fee Check-Off."

#### ARTICLE II - CONDITIONS OF EMPLOYMENT

- A. Tutors are hired at the discretion of the Board of Education (District) and are appointed annually on an as needed basis.
- B. During the work year, retention of tutors and adjustments of work schedules shall be at the discretion of the District (Board of Education).
- C. The District shall attempt in good faith to give advance notice of any tutor position to be abolished in the ensuing school year. Affected tutors will be notified no later than June 1 of the school year immediately preceding the abolition change. Nothing herein, however, shall be deemed to preclude the right of the District to abolish unneeded positions at any time and to reduce the tutoring staff accordingly.

#### ARTICLE III - WORK SCHEDULES

- A. The normal tutor work year shall be as determined by the Administration based on the need

for tutor services.

- B. The normal tutor work week shall not exceed eighteen and three-quarter (18-3/4) hours. However, in the event of exceptional circumstances, the District can exceed such maximum. The assignment of such additional work time shall be based on student schedules. Volunteers shall be sought for such additional extra work; however, should an appropriate volunteer be unavailable, the Principal and/or Supervisor shall assign a tutor to accomplish such extra work.
- C. Tutors' work time will be scheduled to meet the schedules of the students assigned to the tutor. There is no guarantee that such work hours shall be consecutive.
- D. Meetings involving staff conferences or parent conferences, when necessary to meet parent availability, may be held during normally scheduled work times.
- E. Meetings may be held outside the normally scheduled work day, for which there will be no pay. These meetings shall include: child study meetings, learning center staff meetings, faculty meetings and conferences with parents. Attendance at these meetings shall be voluntary.
- F. The District shall pay tutors their normal hourly rate of pay for a minimum of one hour for attendance at exceptional meetings, as required by the District, e.g., IEP preparation meetings; annual child review meetings or other special events such as N.Y.S. Department of Education Reviews.
- G. Tutors shall attend "Back to School Night" in the school to which assigned, for which tutors will be paid their normal hourly rate of pay for actual hours worked. However, should students not be scheduled for class the day following such "Back to School Night," the tutors

shall not be paid for such non-student contact time.

- H. Should any portion of a tutor's regularly scheduled work day be canceled as a result of a holiday program, the affected tutor(s) will be paid for the remainder of their regularly scheduled work day at their regular hourly rate of pay.
- I. Opening day of school for staff each year shall be a regular work day for tutors for which they shall receive their regular hourly pay.

#### ARTICLE IV - SICK DAYS

- A. Tutors shall be allowed four (4) sick days each year with pay. Pay shall be at the tutor's normal hourly rate of pay for the number of hours regularly scheduled for said sick day. Sick days shall not be cumulative.

In the event of a serious illness (documented by a physician's note) of five or more consecutive school days, a tutor will be granted one additional paid sick day beyond the yearly limit of four (4) days.

- B. At the close of each school year, one sick day only may be cashed in at the tutor's normal hourly rate of pay for the number of hours regularly worked per day.
- C. One unused sick day per year may be carried over to the next school year to be used in the case of the employee's illness only, not for "cash-in" purposes.

#### ARTICLE V - EMERGENCY SCHOOL CLOSINGS

- A. Should the District close schools for emergency purposes, tutors shall be paid their regular hourly rate of pay for the hours normally scheduled to work to a maximum of two (2) such days, when and if such occurs.
- B. Should any portion of a tutor's regularly scheduled work day be canceled as a result of an

inclemency or other unforeseen circumstance which prevents a tutor from completing their assignment for that day, the affected tutor(s) will be paid for the remainder of their regularly scheduled work day at their regular rate of pay.

#### ARTICLE VI - CONFERENCE ATTENDANCE

Tutors will be allowed to attend out of District professional conferences to a maximum of one day each school year. Attendees must have prior approval of the Administration (Director of Educational Services and the Superintendent of Schools or their designees). The District shall pay registration fees and transportation costs to a maximum of fifty dollars (\$50.00) in the aggregate for both items. Tutors shall be paid their regular hourly rate of pay for the number of hours regularly scheduled to work for approved attendance at a professional conference on a regularly scheduled work day. There shall be no pay for attendance on a non-scheduled work day.

#### ARTICLE VII - INSERVICE COURSES

Tutors shall be allowed to attend inservice courses offered by the District. In accordance with District policy, attendance at such inservice courses must be pre-approved by the Superintendent of Schools or his/her designee.

#### ARTICLE VIII - SALARIES

- A. For all tutors whose effective date of appointment as a tutor in the district is prior to February 1, 1996:

For salary purposes only, the three tier method of tutor compensation is hereby continued.

TIER 1 is designated for tutors who have not completed five (5) service credits, as hereinafter defined, from the date of employment through five (5) continuous uninterrupted years of service as a tutor in the District.



TIER 2 is designated for tutors who have completed five (5) or more service credits, as hereinafter defined, from the beginning of the sixth (6<sup>th</sup>) continuous uninterrupted year of service as a tutor in the District.

TIER 3 is designated for tutors who have completed eleven (11) or more service credits, as hereinafter defined, from the beginning of the twelfth (12<sup>th</sup>) continuous uninterrupted year of service as a tutor in the District.

- B. For all tutors whose effective date of appointment as a tutor in the district is on or after February 1, 1996, an entry level "Tier A" shall apply. On appointment, such tutors shall be placed on Tier A and shall remain on Tier A until they have completed five (5) continuous uninterrupted years of service. Beginning in their sixth (6<sup>th</sup>) year of continuous uninterrupted service as a tutor in the district, such tutors shall be placed on Tier 1; beginning in their twelfth (12<sup>th</sup>) year of continuous uninterrupted service as a tutor in the district, such tutors shall be placed on Tier 2; beginning in their seventeenth (17<sup>th</sup>) year of continuous uninterrupted service as a tutor in the district, such tutors shall be placed on Tier 3.
- C. The term "service credit" as herein used shall mean service in the District as a tutor applicable to Tier A, Tier 1, Tier 2, or Tier 3 status. For the purpose of determining Tier status based on "service credit," the following shall apply:
1. Notwithstanding anything hereinafter set forth, if a tutor resigns or declines an offer for employment or is unavailable for employment, and is subsequently reemployed, such tutor shall commence service credit as a new employee.
  2. Service of not less than ninety (90) school days within a school year shall be

required in order for a tutor to be credited with a year of service credit.

In the event the District approves a tutor request for an extended leave of absence, the tutor, when returning to work at the end of such leave of absence, will resume service credits from the point where it was interrupted due to said leave of absence.

3. A tutor accepting another assignment in the District shall, if rehired to perform and does perform tutoring services not later than the ensuing school year immediately following the termination of such other assignment, continue service credit from the point at which the tutor's services were interrupted to perform such other assignment.
4. Tutors who are not given a tutoring assignment for more than two (2) school years, if reemployed, shall commence to accrue service credit as a new employee.
5. Tutors declining an assignment for certifiable medical reasons shall, if reemployed, subject to an examination by a School District appointed physician, commence service credit from the point at which the tutor ceased employment for medical reasons.

D. Service credits shall be granted once annually as of July 1 each year for the purpose of advancing from Tier A status to Tier 1 status, from Tier 1 status to Tier 2 status, and from Tier 2 status to Tier 3 status.

E. Those tutors whose initial appointment date as a tutor in the district is prior to February 1, 1996, and who, as of June 30 each year complete five (5) years of service credit, as above

defined, shall, commencing with July 1 of the next ensuing school year, be paid on the basis of Tier 2. Those tutors whose initial appointment date as a tutor in the district is prior to February 1, 1996, and who, as of June 30 each year complete eleven (11) years of service credit, as above defined, shall, commencing with July 1 of the next ensuing school year be paid on the basis of Tier 3.

F. Those tutors whose initial appointment date as a tutor in the district is February 1, 1996 or later, and who, as of June 30 each year complete five (5) years of service credit, as above defined, shall, commencing with July 1 of the next ensuing school year, be paid on the basis of Tier 1. Those tutors whose initial appointment date as a tutor in the district is February 1, 1996 or later, and who as of June 30 each year complete eleven (11) years of service credit, as above defined, shall, commencing with July 1 of the next ensuing school year, be paid on the basis of Tier 2. Those tutors whose initial appointment date as a tutor in the district is February 1, 1996 or later, and who, as of June 30 each year complete sixteen (16) years of service credit, as above defined, shall, commencing with July 1 of the next ensuing school year, be paid on the basis of Tier 3.

G. For the term of this agreement, salaries for tutors are as follows:

	<b>Tier A</b>	<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>
<b>1998-1999</b>	\$30.27	\$31.51	\$32.71	\$33.89
<b>1999-2000</b>	\$31.54	\$32.83	\$34.08	\$35.31
<b>2000-2001</b>	\$32.86	\$34.21	\$35.51	\$36.79

H. Tutors shall receive a longevity payment of \$250 after ten (10) years of continuous uninterrupted service as a tutor in the district, and an additional longevity payment of \$175 after fifteen (15) years of continuous uninterrupted service as a tutor in the district.

I. Field Trips

Tutors may be asked to chaperone field trips. For extended day trips (any trip or activity that commences prior to 10:00 a.m. and returns after 6:00 p.m.) tutors will be paid their annualized day rate of pay plus an additional fee of \$77.70.

For overnight trips, tutors will be paid their annualized day rate of pay (this is a calculation of a tutor's projected earnings for an entire school day) plus an additional fee of \$155.57 (per night). For the final day of an overnight trip - tutors will be paid at the rate for extended day trips.

- J. Tutors may be asked to home teach home bound students. The rate of pay for this service will be the tutor's regular hourly rate.

ARTICLE IX - GRIEVANCE PROCEDURE

- A. 1. "Grievance" is defined as any dispute or controversy involving a claimed violation, misinterpretation or improper application of the terms or provisions of this Agreement. It is understood that this grievance procedure shall not apply to any matter for which the rights and remedies of the parties, including quasi judicial and judicial procedures, are specifically provided for by law; nor shall this grievance procedure be used to contest the exercise of any power or duty delegated to or imposed by law upon the Superintendent of Schools and/or the Board of Education.
2. No grievance shall be brought later than thirty (30) calendar days after the circumstance or occurrence giving rise to same.
- B. An employee within the bargaining unit or a group thereof having the same grievance shall have the right to utilize the grievance procedure and the party instituting the grievance shall be hereinafter referred to as the "aggrieved" or "grievant."

- C. The aggrieved shall be entitled to a representative of his/her choice, including the Association, to act on behalf of the aggrieved during the administration of the grievance.
- D. Wherever hereinafter used, the word "days" shall mean those days which are work days for members of the unit.
- E. The word "Superintendent," whenever used herein, shall include the Superintendent's designee.
- F. The words "Personnel Administrator," whenever used herein, shall include the Personnel Administrator's designee.
- G. All time periods set forth herein may be extended by consent of the parties.
- H. All references in this Agreement to Grievance Procedure shall refer to this article.

I. PROCEDURES:

Preliminary Procedure to the Filing of a Grievance

The parties agree that, in the interest of prompt and amicable disposition of a complaint, the employee shall, prior to initiating a formal grievance under Stage 1, discuss the complaint informally with his/her immediate supervisor. The supervisor must be advised that the complaint is made under the preliminary procedure to the filing of a grievance. Except in the event of a summary rejection by the supervisor of a pre-grievance complaint, the supervisor shall be allowed a period of not more than five (5) days to advise the potential grievant or grievants of his/her response to the complaint and of the action to be taken thereon, if action is necessary.

Any formal Stage 1 grievance shall contain a recitation showing the informal pre-grievance procedure has been complied with and that satisfaction of the complaint has not been obtained.

## STAGE 1

The grievance, which shall include a clear statement of the grievance and identify the provisions of the Agreement alleged to have been violated and the relief sought, shall be presented in writing to the employee's direct supervisor with a copy simultaneously submitted to the Office of the Superintendent. ("Direct supervisor" shall be the building principal in whose building the employee is assigned.) Documentary evidence including documents, affidavits, statements, etc., in support of the grievant's position should be included, signed and dated. In the event that the grievant believes that the grievance is one of a District nature and therefore that Stage 1 provides an inappropriate forum for its review, grievant shall submit with his/her papers a separate statement addressed to the Superintendent of Schools requesting that Stage 1 be waived and that the Superintendent of Schools undertake to review same under Stage 2 or 3 procedures. Grievant shall set forth his/her reasons for such request. The Superintendent may determine, either on his/her own motion, or, upon request from the grievant, within the time provided for the direct supervisor to make a determination that the grievance involves a district-wide matter and that the Superintendent undertakes original jurisdiction of such grievance, subject to the procedure provided in Stage 2 or 3.

The employee's direct supervisor shall render his/her determination on the grievance in writing to the aggrieved party and his/her representative, if any, within ten (10) days after the grievance has been presented and a copy of such determination, together with all supporting evidence on which the determination was made, shall be delivered to the Office of the Superintendent. In the event the grievance is rejected at Stage 1 or that no determination is

made within said ten-day period, the grievant may proceed to Stage 2. All determinations at Stage 1 shall be automatically reviewable by the Superintendent at his/her discretion and, if such determination is not modified or reversed within five (5) days, same shall stand, subject to the right of the employee to appeal under Stage 2.

If a Stage 1 determination favorable to the employee is reversed or modified by the Superintendent on discretionary review, the employee shall be entitled to appeal directly to Stage 3, thereby effecting a further review by the Superintendent. The absence of a discretionary review by the Superintendent reversing or modifying the direct supervisor's determination under Stage 1 shall not be deemed to constitute approval or disapproval by the Superintendent of such determination.

## STAGE 2

The grievance shall be presented to the Personnel Administrator with simultaneous notice to the Superintendent of Schools that Stage 2 of the grievance procedure has been initiated. The Personnel Administrator shall receive any documentation that the grievant or the direct supervisor wish to submit within three (3) days of the demand for a Stage 2 review. Copies of such additional documentation shall be submitted simultaneously to the Superintendent of Schools. The Superintendent of Schools may again at this stage at any time prior to determination by the Personnel officer assert original jurisdiction by notice to all parties if he/she determines from the information available to him/her that the matter involved has district-wide significance or application. The absence of a discretionary review by the Superintendent reversing, or modifying the Personnel Administrator's determination under Stage 2 shall not be deemed to constitute approval or disapproval by the Superintendent of

such determination.

The grievance under this stage shall be determined within ten (10) days. The Personnel Administrator may elect the option of holding a hearing during the same ten-day period, in which event, the Personnel Administrator shall have an additional five (5) days in which to make his/her determination. If the grievance is rejected or not determined within ten (10) days if no hearing is held or within fifteen (15) days if a hearing is held, the grievant may proceed to Stage 3.

### STAGE 3

In the event that the grievance is not resolved at Stage 2, the aggrieved may make a written request to the Superintendent to review the determination of the Personnel Administrator. Such request shall be made not more than ten (10) days after the aggrieved receives the determination of the Personnel Administrator. The aggrieved's request for review shall set forth the act, condition or other grounds and provision(s) of the agreement upon which the grievance is based. Ten (10) days after the notice of Stage 3 review has been filed with the Superintendent, the Superintendent shall render a determination on the grievance. The Superintendent may elect the option of holding a hearing during the same ten-day period, in which event, the Superintendent shall have an additional five (5) days in which to make his/her determination.

In any appeal to the Superintendent, the parties to the controversy may submit additional documentation or other written evidence to the Superintendent with copies to the adverse party or parties, if any, and such other party or parties shall be entitled to submit rebuttal evidence, with copies to adverse parties, within three (3) days thereafter. The Superintendent



may, at his/her discretion, accept written evidence at any time up to and including the time of the hearing, provided that the period herein stipulated for rebuttal shall not enlarge the time provided herein for the Superintendent's determination.

#### STAGE 4 (ADVISORY ARBITRATION)

- A. If the grievance is not satisfactorily resolved at the conclusion of Stage 3, not later than fifteen (15) days thereafter, and provided that such grievance involves interpretation and application of this Agreement, the grievance may be submitted to advisory arbitration before an arbitrator designated by the American Arbitration Association in accordance with its rules. However, such advisory arbitration may only be initiated on behalf of the grievant by the Association. The submission shall contain all sections of the Agreement claimed to have been violated. The arbitration shall be conducted in accordance with the applicable arbitration rules of the American Arbitration Association with the customary expense of arbitration shared equally between the Association and the District.
- B. The Board of Education, within thirty (30) days of receipt of an advisory award, shall notify the grievant as to whether it elects to confirm or reject the advisory award of the arbitrator. Failure of the Board to give notice confirming any award favorable to the grievant in whole or in part shall be deemed a rejection of such advisory award.

#### ARTICLE X - JURY DUTY

Tutors, when summoned to serve jury duty, will make every effort, in good faith, to have such service rescheduled to a time when schools are not in session.

Tutors who are not allowed to reschedule and must serve, will be paid for such jury duty service

based on the hours of their regularly scheduled workday, provided, however, that any funds other than travel expenses received by the tutor shall be returned to the District. Tutors who serve will submit to the District written confirmation of service as well as written confirmation of monies received from the court separating travel fees from jury duty service fees.

#### ARTICLE XI - BEREAVEMENT LEAVE

Each tutor shall be allowed a maximum of five (5) days of leave for each death in the immediate family without loss of pay or other benefits. Immediate family is defined as the tutor's brother, sister, parents, children, grandparents, spouse, parents-in-law, or individual residing with the tutor.

#### ARTICLE XII - TERMS OF AGREEMENT

- A. This Agreement shall go into effect as of July 1, 1998 and shall continue in full force and effect until midnight, June 30, 2001.
- B. If any term, provision or condition of this Agreement is held to be unlawful, illegal or in violation of law, no other portion, provision or article of this Agreement shall be invalidated. The parties agree that, in the event that a portion of the Agreement is adjudicated to be illegal, unlawful or in violation of the law, the item in conflict with the law shall be replaced, pursuant to further negotiations, with a provision that will reflect, as nearly as practicable, the intent of the original Agreement.
- C. This Agreement cannot be changed or modified except by the mutual consent of the parties in writing. The Association and the Board agree that all negotiable items have been discussed during the negotiations leading to this Agreement and that no additional negotiations on this Agreement will be conducted on any items, whether contained herein or not, except by mutual consent.

- D. On or before February 1, 2001, either party may notify the other in writing that negotiations are required for a succeeding Agreement.
- E. The parties further agree to take no action that will demean the processes of negotiations or be contrary to the laws of the State of New York pertaining to strike or work-stoppages by public employees. The Association affirms that it does not assert the right to strike or to impose an obligation to conduct or assist such strike, according to provision Section 210 of the Taylor Law.

ARTICLE XIII

IT IS AGREED BY AND BETWEEN THE PARTIES, IN ACCORDANCE WITH ARTICLE 14, SECTION 204-A OF THE NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS LAW, THAT ANY PROVISIONS 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 whereof, the parties hereto have set their hands and seals the day and year first above written and the setting thereof shall be the representation that the signatories have the necessary authority in accordance with the laws, policies and regulations obtaining to bind their respective principals.

Henry L. Grishman  
Henry L. Grishman  
Superintendent of Schools

11/23/99  
Date

Sondra Stoller  
Sondra Stoller, Co-President  
Jericho Tutors' Association

Phyllis Kasow  
Phyllis Kasow, Co-President  
Jericho Tutors' Association

11/23/99  
Date

[Signature]  
Witness

11/23/99  
Date

[Signature]  
Witness

11/23/99  
Date