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Contract Database Metadata Elements

Title: **Syracuse City School District and Native American Program Employees, Syracuse City School District, Unit 2 (2003)**

Employer Name: **Syracuse City School District**

Union: **Native American Program Employees, Syracuse City School District**

Local: **Unit 2**

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CONTRACTUAL AGREEMENT

between the

BOARD OF EDUCATION

of the

Syracuse City School District
Syracuse, New York

and

Syracuse City School District Employees
of the Syracuse Educational Program to Meet the
Special Educational Needs of Native American Students

UNIT 12

Effective July 1, 2003
to

June 30, 2007

RECEIVED

AUG 20 2007

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

UNIT 12

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INTRODUCTION

- A.** The Syracuse Board of Education and the employees of the Syracuse Educational Program to meet the Special Educational Needs of Native American Students declare it to be their mutual policy that in order to promote harmonious labor relations between the Board and the employees of Unit 12, negotiations and subsequent agreements are to be conducted pursuant to the New York State Public Employee's Fair Employment Act. The parties affirm that Unit 12 employees shall, at all times, be dedicated, courteous and efficient servants of, and to, the public, realizing full well that they are under the constant scrutiny of area taxpayers and that they are performing a most essential service.
- B.** The parties to this Agreement hereby agree not to limit employment with the Syracuse City School District to any person because of race, color, creed, gender, national origin, age, disability, or marital status. Careful consideration will be given to use the best available talents and resources, including persons from the Indian community in carrying out the project. Employment in this program is governed by the rules and regulations of Title V under the Public Law 81-874, The Elementary and Secondary School Assistance Act as amended by Part A of Title IV of P.L. 92-213, Educational Amendments of 1972, P.L. 92-638, Section 7B.

**ARTICLE I
LEAVES OF ABSENCE**

A. Personal Illness

1. For the first year of service with the Program, employees shall be granted one day of personal sick leave for each month of service completed, cumulative, for a total of ten (10) days.

2. Effective September 1 of each succeeding year of service, employees shall be credited with twelve (12) days of personal sick leave per year.

3. Employees hired prior to July 1, 1997, shall be permitted to accumulate unused sick leave days on an unrestricted basis. Employees hired on or after July 1, 1997, may accumulate unused sick leave days but only to a maximum of one-hundred-fifty (150) days. Upon obtaining the maximum accumulation, sick leave is no longer earned. Employees in the unit who are absent from duty due to illness may be required to file a medical report with the School Health Director.

B. Family Illness or Death

1. Leaves of absence of up to five (5) working days (with pay) shall be granted an employee by the immediate supervisor, upon satisfactory evidence of reasonable cause, such as serious illness or death in the immediate family. Immediate family is defined as:

Husband	Sister
Wife	Brother
Mother	Son
Father	Daughter
Guardian in loco parentis	In-laws in the above categories where applicable

This may be extended upon showing of reasonable continuing cause, with the approval of the superintendent. In the event that like circumstances should occur within a single year, additional days may be authorized, with or without pay, by the superintendent of schools, upon request. In any event, leaves of absence for family illness shall be administered in a manner consistent with the District's policy on the Family Medical Leave Act.

2. Each employee shall be allowed (1) additional day to attend the funeral of any one (1) of the following members of the family:

Aunt or Uncle	Nephew
Aunt or Uncle of spouse	Niece
Grandparents	Cousin
Grandparents of spouse	

One (1) day leave will be granted for the Tenth Day or Dead Feast Day upon approval of the LEA. Requests for this excused absence must be made in writing to the LEA three days prior to the requested day of absence. Under unusual circumstances the LEA may waive the advance notice if he/she deems necessary.

C. Personal Leave

1. All full-time employees shall be entitled to two (2) days of personal leave per school year. Any unused personal days shall be credited to the employee's sick leave account at the end of each school year.

2. Employees shall be required to notify the LEA monitor of their intention of using a personal leave day at least five (5) school days prior to the date of the leave, except under unusual circumstances. Although reasons need not be stated by the employee, it is understood and agreed that the purpose of this Article is to permit an employee to attend to personal matters which cannot be accomplished during other than normal working hours.

3. Use of consecutive Personal Leave days shall be granted only after an employee has filed a request, in writing, with the Personnel Department stating reasons for such absence. Requests which do not meet the intent of the use of Personal Leave (see 2 above) or are not filed sufficiently in advance will be denied.

4. Personal Leave days may not be taken on days immediately preceding and/or subsequent to scheduled vacations unless authorized by the superintendent pursuant to a valid written request submitted by the employee.

5. In the event that schools are closed due to severe weather, or other emergency conditions, on a day when an employee has been granted personal leave, said day shall not be deducted from the employee's allotment if the employee certifies in writing to the Personnel Department that the personal business for which the day was taken could not be conducted on that day because of the severe weather or emergency conditions which caused the school(s) to be closed.

D. Jury Duty

Each employee shall be granted leave with pay when they are required to report for jury duty, or subpoenaed to appear as a witness by any legislative, judicial, or administrative tribunal. Such absence shall not be deducted from any other leave allowance. When an employee receives notice of call to jury duty, said employee shall notify the Program Facilitator of such on the first work day following receipt of such notice by providing a copy thereof to the Facilitator.

E. Worker's Compensation Benefits

1. All employees with the bargaining unit shall be covered under the provisions of the New York State Worker's Compensation Law, and be entitled to any and all benefits contained therein.

2. Employees who become ill or injured due to circumstances arising out of and in the course of employment shall file a report of such illness or injury with the Workers' Compensation Board. Such report shall be filed within the time, and in the manner, required by the New York State Workers' Compensation Law. In those instances where an illness or injury is determined by the District, or other forum of competent jurisdiction to be compensable as arising out of and in the course of employment, the employee will be offered a choice of either option (A) or option (B) listed below. Such election of options must be done in writing and if no option is elected by the employee in writing he/she will be assigned option (A) until such election is received by the District.

(A) The employee shall collect weekly compensation benefits subject to the amount to which he/she may be entitled pursuant to the Workers' Compensation Law. The employee would not draw sick leave even though he/she might be eligible, or

(B) The employee shall be permitted to use paid sick leave to cover the difference between the benefit payable under the Workers' Compensation Law and his/her regular salary, to the extent of his/her accrued sick leave at the time such absence commences.

Because the District is self-insured and therefore has no insurance carrier from which to receive the reimbursement to which it would otherwise be entitled under the Workers' Compensation Law for option (B) above, the District shall charge to the employee's accumulated sick leave such time as would be reimbursed if the District were not self-insured. Such charge to, and deduction from, accumulated sick leave shall be proportionate to, and based upon, the amount of reimbursement the District would receive if not self-insured.

3. The District reserves the right to insure, or to self-insure, for Workers' Compensation benefits.

ARTICLE II HOLIDAYS

A. Employees in this unit shall be entitled to legal and school holidays, as specified in the annual holiday schedule for non-teaching employees, issued by the superintendent of schools.

B. To be paid for a holiday, a person must be present, or constructively present (e.g. drawing sick-leave pay), on the regularly scheduled work day before and after the holiday and have been on the active and current payroll for a period of thirty (30) calendar days preceding the holiday.

ARTICLE III WORK RULES

A. General

1. Employees in this unit shall be employed on an hourly basis and will be paid only for hours worked, except as provided elsewhere in this agreement under ARTICLE I – LEAVES

OF ABSENCE; ARTICLE II – HOLIDAYS; ARTICLE III B – IN-SERVICE and ARTICLE III F – INCLEMENT WEATHER DAYS.

2. The normal work day is seven and one-half (7 ½) hours of paid employment. In addition, employees shall be granted a one-half (1/2) hour unpaid duty-free lunch period each work day.

3. The normal period of employment will be during the months of September through June coinciding with the District's regular school year.

4. The members of the Native American Program, Unit Twelve (12), acknowledge that as their program is solely funded by grants, should funding revenues decrease during the term of this agreement there shall be commensurate reductions in programming and/or staffing.

B. In-Service

When workshops are conducted for District staff, Syracuse City School District Employees of the Syracuse Educational Program to Meet the Special Educational Needs of Native American Students will be employed for a regular work day so that they may attend in-service designed expressly for the Program.

C. Overtime

1. If overtime including Sunday or holiday work for hourly employees is required, the Program Facilitator will obtain permission from the Executive Deputy Superintendent – Special Programs and Evaluation, prior to such extra time being worked. If an hourly employee works in excess of forty (40) hours in any work week, he/she shall receive one and one-half (1 ½) times the hourly rate for such authorized hours worked. Funds for such overtime payments must be budgeted in the approved Program or secured through approved amendments to such Program.

2. If an employee is required to attend a Parent/Student Committee meeting, these procedures will apply:

a. The employee will be compensated for the required attendance if such attendance is not a normal requirement of his/her position as outlined in his/her job description.

b. A three working day notice will be given to the employee regarding the required attendance date and time. Under unusual and/or emergency conditions this time regulation may be waived.

c. The minimum compensation will be one hour.

d. The employee may elect to receive compensatory time in lieu of his/her hourly rate of pay.

D. Retirement

The District agrees that all eligible employees shall be entitled to retirement benefits as provided by the New York State Employees Retirement System, effective at the time of employment.

E. Health and Dental

1. Health Insurance. The District will provide health insurance for eligible employees pursuant to the Syracuse City School District Health Insurance Program or the Prepaid Health Plan (PHP) option. For health care, the employees shall contribute the following amounts as monthly deductions to the cost of District provided health care benefits depending upon the individual's income (base salary or wages) on June 30th of the year preceding the applicable school year:

Year One (7/1/03 - 6/30/04):		Individual	Family
Tier	Base earnings:	Increase to:	Increase to:
1	Less than \$36,000	\$14.00	\$46.00
2	\$36,000 - \$59,999	\$21.00	\$60.00
3	\$60,000 or over	\$24.00	\$67.00

Year Two (7/1/04 - 6/30/05):		Individual	Family
Tier	Base earnings:	Increase to:	Increase to:
1	Less than \$36,000	\$15.00	\$49.00
2	\$36,000 - \$59,999	\$25.00	\$63.00
3	\$60,000 or over	\$27.00	\$71.00

Year Three (7/1/05 - 6/30/06):		Individual	Family
Tier	Base earnings:	Increase to:	Increase to:
1	Less than \$36,000	\$16.00	\$52.00
2	\$36,000 - \$59,999	\$28.00	\$65.00
3	\$60,000 or over	\$32.00	\$75.00

Year Four (7/1/06 - 6/30/07): Individual		Family	
Tier	Base earnings:	Increase to:	Increase to:
1	Less than \$36,000	8% of the premium equivalent rate established for the 05-06 school year	8% of the premium equivalent rate established for the 05-06 school year
2	\$36,000 - \$59,999	10% of the premium equivalent rate established for the 05-06 school year	10% of the premium equivalent rate established for the 05-06 school year
3	\$60,000 or over	12% of the premium equivalent rate established for the 05-06 school year	12% of the premium equivalent rate established for the 05-06 school year

Co-pays for office visits shall be increased as follows:

Effective July 1, 2003: Current Rate Plus \$1 = \$6.00 Total
 Effective July 1, 2004: Plus \$1 = \$7.00 Total
 Effective July 1, 2005: Plus \$1 = \$8.00 Total
 Effective July 1, 2006: Plus \$1 = \$9.00 Total

Cost to Retirees (1) and (2)

Individual Coverage	Medicare B rate
Individual 65 or older	-0-
Family Coverage – all under 65	Medicare B rate
Family Coverage with at least one 65 or older	-0-

(a) Members of the Health Insurance Program who are over 65 are responsible to apply for and pay the Medicare B coverage.

(b) Retirees under the age of 65 must pay a share of the premium cost equal to the cost of the Medicare B rate. As the Medicare B rate changes, so will the cost of the insurance.

2. Prescription Card Co-pay.

Year	Increase to:
One - Three (7/01/03 - 6/30/04)	Effective July 1, 2003, employee co-pays for prescription card coverage and contributions shall be increased to become \$5.00 (generic drugs), \$15.00 (preferred drugs) and \$25.00 (non-preferred drugs)

<i>Year</i>	<i>Increase to:</i>
Four (7/01/06 - 6/30/07)	Effective July 1, 2006 and for remainder of Agreement, employee co-pays for prescription card coverage and contributions shall be increased to become \$6.00 (generic drugs), \$18.00 (preferred drugs) and \$35.00 (non-preferred drugs).

3. With regard to the PrePaid Health Plan, the District agrees to continue its current rate of contribution for the duration of this Agreement.

4. The District agrees to implement the Dental Insurance Program negotiated by the parties and as set forth in a separate document entitled "Syracuse City School District Dental Assistance Plan Booklet." Monthly deductions for participating employee contributions shall be \$2.00 for individual coverage and \$8.00 for family coverage for years one, two and three of the contract (July 1, 2003 through June 30, 2006) and then increase as follows:

<i>Year</i>	<i>Individual Coverage -- Increase to</i>	<i>Family Coverage - Increase to:</i>
Four (7/1/06 - 6/30/07)	\$8.00 per month	\$22.00 per month

5. \$75.00/\$225.00 major medical deductible.

6. \$35.00 emergency room per visit co-pay.

7. Within ninety (90) days of ratification of this Agreement, or at such other time as mutually agreed to, representatives of the parties agree to establish and maintain a plan for a vision care allowance to individual employees which shall be administered on an annual basis using a specific dollar amount of \$150.00 to be allocated for each employee. The vision care plan shall not be extended to family members, unless otherwise agreed upon.

8. Each party agrees that, upon request of the other party during the term of this Agreement, modifications to the coverage's and benefits afforded by the existing plans may be studied and reviewed jointly. Further, the parties may also agree to explore and agree upon other options and benefit configurations in the interests of providing the most beneficial and cost efficient plans and coverage's to the members of the Unit. Any modifications achieved by the above shall be reduced to writing and become a new amendment to this Agreement.

The parties further agree that should the District agree to modify coverage's and/or benefits afforded through the current plan so as to provide more beneficial coverage, rates or contributions for same, with any other group of employees who are members of any other recognized bargaining unit, the District, upon request, will also afford the opportunity to this

Unit's representatives to consider and agree to such other more favorable coverage, rates or contributions. Further, if such modification is acceptable to this bargaining unit, the District agrees to implement same as soon as practicable.

The parties further agree that, upon the expiration of this Agreement, the rates of contribution, as converted to actual dollars, for health, dental and vision plans or coverage's shall remain in place and not be further increased until a successor agreement is reached.

G. Inclement Weather Days

The policy with respect to inclement weather shall be as issued from the office of the superintendent. The policy stipulates that when the City School District schools are officially closed due to inclement weather, all staff are excused from duty with pay unless otherwise required.

H. Effective as soon as possible but no later than April 1, 1996, the District will establish, at no cost to the employee, a flexible spending benefit plan pursuant to Section 125 of the Internal Revenue Code, with operating procedures determined by the District in accordance with IRS regulations. This plan may be used for favorable income tax treatment of the employee's health and dental premium contributions, deductibles, co-insurance amounts, other unreimbursed medical expenses, and dependent care assistance.

I. It shall be the responsibility of each employee to keep the District informed of his/her current address and a telephone number where he/she can be notified of emergencies, changes in schedules, disciplinary actions, overtime assignments, and other matters. Employee telephone numbers that are unlisted shall be held in confidence by the District to the greatest extent possible and used for no other purpose than contact by the District.

**ARTICLE IV
GRIEVANCE PROCEDURES**

A. The following procedural steps shall be used for the processing of an employee's grievance.

Step 1 – If problems exist between the employees, they are to go to the Program Facilitator. If the problem involves the Program Facilitator, the employee(s) should go to the LEA Monitor or Director of Special Programs.

Step 2 – If the employee feels that the Program Facilitator has not taken sufficient action on his/her request, he/she will present, in writing, the specific requests to the LEA Monitor or Director of Special Programs.

Step 3 – If in the view of the employee the LEA Monitor or Director of Special Programs does not take satisfactory action, the employee in question may present his/her concern to the Superintendent of Schools, or his/her designee, for final action.

B. Due Process – Termination

Step 1 – The Syracuse Educational Program to Meet the Special Educational Needs of Native American Students’ employee not performing his/her job assignment up to expectations must be so advised by the Program Facilitator.

Step 2 – If a subsequent evaluation indicates that improvement has not occurred, the Program Facilitator will so report to the LEA Monitor or Director of Special Programs.

Step 3 – The LEA Monitor or Director of Special Programs will hold a joint conference with the Program Facilitator and the employee.

- a. The employee will be advised again of the deficiencies.
- b. Further suggestions will be made for improvement and a set period of time will be identified for this improvement to be shown.
- c. This conference will be documented in writing, and copies of the summary will be distributed to the Program Facilitator, LEA Monitor or Director of Special Programs, the employee, the employee’s personnel file, and the Director of Personnel.

Step 4 – If, after this, improvement is still not evident, a written recommendation for termination will be forwarded to the Superintendent of Schools by the Program Facilitator after consultation with the LEA Monitor or Director of Special Programs. The Superintendent will make his/her decision and recommendation to the Board of Education. The Board’s decision will be final.

Step 5 – Disciplining and Dismissal

a. General Statement

Employees are dismissed only as a last resort. In the selection of new employees, people are chosen whose training, experience, and personal qualities best fit them for the requirements of the position to be filled. Employees are also chosen, who through personal behavior, temperament, attitudes, and ideals, will fit into the public school system family of employees.

b. Action

(1) The Superintendent of Schools may remove any employee for incompetency, misconduct, or insubordination, in accordance with the procedure prescribed by law, and in accordance with the provisions of this Agreement.

c. Evidence

Immediate supervisors must maintain a written record of incidents and actions, with date, time, and place noted, whenever it is deemed that such activity or inactivity on the part of the employee might justifiably lead to disciplinary action.

d. Temporary Employees (as defined by Section 64 of Civil Service Law)

In the event that it becomes necessary for the Superintendent of Schools to question the services or activities of a temporary employee, no limitations as to termination of services, such as those provided for permanent employees under the Civil Service Rules and Regulations, are required. A temporary employee may be terminated at any time by the appointing officer, without the necessity of showing cause for such termination. It is agreed that any employee, as defined above, shall not have the right to seek relief to the grievance and arbitration procedure of this Agreement.

e. The aforementioned procedure for disciplinary and discharge matters shall be in lieu and in place of any other procedures specified in law including, but not limited to, Section 75, 76, and 77 of the Civil Service Law and Section 3020-a of the Education Law.

ARTICLE V EVALUATION

A. The Program Facilitator will be evaluated on a periodic basis by the LEA Monitor or Director of Special Programs, or his/her designee.

B. The Program Facilitator will evaluate the instructors on a periodic basis, and at least annually. The format, method and criteria for evaluation will be developed by the Program Facilitator and LEA Monitor or Director of Special Programs. These evaluations will include suggestions for improvement and, if appropriate, will be discussed during a personal conference with the instructor. Copies of the evaluations will be distributed to the Program Facilitator, LEA Monitor or Director of Special Programs, and the employee's personnel file.

ARTICLE VI WAGES – Native American Program Employees

1. Effective July 1, 2003, all base salaries including longevities shall be increased by a percentage of three percent (3%) (applicable retroactivity payments to eligible employees shall be paid no later than 6/30/04).

2. Effective July 1, 2004, all base salaries including longevities shall be increased by a percentage increase of three percent (3%).

3. Effective July 1, 2005, all base salaries including longevities shall be increased by a percentage increase of three percent (3 %).

4. Effective July 1, 2006, all base salaries including longevities shall be increased by a percentage increase of three percent (3%).

Job Title	Hourly Rates	
	Hire Rate	Job Rate
	<u>7/1/03</u>	<u>7/1/03</u>
Program Facilitator	\$24.27	\$25.75
Native American Education Instructor	\$10.00	\$11.07
	<u>7/1/04</u>	<u>7/1/04</u>
Program Facilitator	\$25.00	\$26.52
Native American Education Instructor	\$10.30	\$11.40
	<u>7/1/05</u>	<u>7/1/05</u>
Program Facilitator	\$25.75	\$27.32
Native American Education Instructor	\$10.61	\$11.74
	<u>7/1/06</u>	<u>7/1/06</u>
Program Facilitator	\$26.52	\$28.14
Native American Education Instructor	\$10.93	\$12.09

ARTICLE VII AGREEMENT

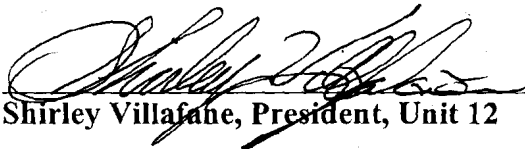
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS

IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

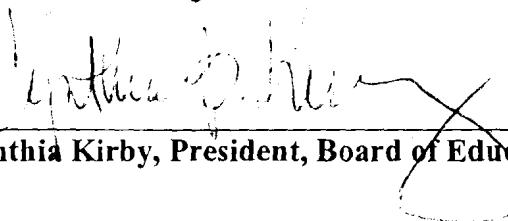
- A. The items contained herein shall constitute the extent of the Memorandum of Agreement between the Syracuse City School District Employees of the Syracuse Educational Program to Meet the Special Educational Needs of Native American Students and the Board of Education for the period July 1, 2003, through June 30, 2007.

Syracuse City School District Employees of the
Syracuse Educational Program to Meet the Special
Educational Needs of Native American Students

APRIL 26 2005
(Month) (Day) (Year)


Shirley Villafane, President, Unit 12

May 19, 2005
(Month) (Day) (Year)


Cynthia Kirby, President, Board of Education