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Title: **Syracuse City School District and Unit 12, Syracuse Educational Program to Meet the Special Educational Needs of Native American Students (2007)**

Employer Name: **Syracuse City School District**

Union: **Unit 12, Syracuse Educational Program to Meet the Special Educational Needs of Native American Students**

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INTRODUCTION

- A.** The Syracuse Board of Education and the members 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 members of Unit 12, negotiations and subsequent agreements are to be conducted pursuant to the New York State Public Member's Fair Employment Act. The parties affirm that Unit 12 members 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, marital status, sexual orientation or handicapping conditions. Careful consideration will be given to use the best available talents and resources, including persons from the Native American 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 1 LEAVES OF ABSENCE

A. Personal Illness

- 1.** The first year of service with the Program, members shall be granted one day of personal illness leave for each month of service completed, cumulative, for a total of ten (10) days.
- 2.** September 1 of each succeeding year of service, members shall be credited with twelve (12) days of personal illness leave per year.
- 3.** Members hired on or after July 1, 1997, may accumulate unused personal illness days but only to a maximum of one-hundred-fifty (150) days. Upon obtaining the maximum accumulation, personal illness is no longer earned. Members in the unit who are absent from duty due to illness may be required to file a medical report with the School Medical Director.

B. Family Illness or Bereavement

- 1.** Leaves of absence of up to five (5) working days (with pay) shall be granted to a member 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	Mother	Son	Sister
Wife	Father	Daughter	Brother
Guardian in loco parentis	In-laws in the above categories		
Grandparents	where applicable		
Grandparents of spouse			

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

Aunt or Uncle	Nephew	Cousin
Aunt or Uncle of spouse	Niece	

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 members shall be entitled to two (2) days of personal leave per school year. Any unused personal days shall be credited to the member's personal illness account at the end of each school year.

2. Members 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 member, it is understood and agreed that the purpose of this Article is to permit a member 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 a member 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 member.

5. In the event that schools are closed due to severe weather, or other emergency conditions, on a day when an member has been granted personal leave, said day shall not be deducted from the member's allotment if the member 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.

D. Jury Duty

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 a member receives notice of call to jury duty, said member 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. Members within the bargaining unit shall be covered under the provisions of the New York State Workers' Compensation Law. The parties agree that immediate notice of any such illness or injury will be given to the District as soon as the member is aware of such injury. In addition, such report shall be filed within the time, and in the manner, required by the New York State Workers' Compensation Law, 30 days.

2. In those instances where an illness or injury is determined by the District or other forum of competent jurisdiction to be compensable, the member shall be provided workers' compensation payments in lieu of lost wages, as well as certain injury related medical payments and expenses in accordance with The New York State Workers' Compensation Law.

3. 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 member will be offered a choice of either option (a) or option (b) listed below. If a member elects to utilize option (b) such option must be done in writing and if no option is elected by the member he/she will be assigned option (a) until such written election is received by the District.

a. The member shall collect weekly compensation benefits subject to the amount to which he/she may be entitled pursuant to the Workers' Compensation Law. The member would not draw sick leave, or:

b. The member shall be permitted to use accumulated sick leave to cover the difference between the benefit payable under the Workers' Compensation Law and his/her regular salary. Such charge to, and deduction from, accumulated sick leave shall be proportionate to equal full salary. Such deduction from accumulated sick time will not be reimbursed. In the event a member exhausts all available sick leave credits, payments will reduced to those benefits covered under The New York State Workers' Compensation Board.

4. In such cases an award is determined by the New York State Workers' Compensation Board or in case of a third party settlement; workers' compensation wage payments, medical payments or other expenses paid on behalf of the District, shall be reimbursed to the District, in accordance with The New York State Workers' Compensation Laws.

5. Members who are absent from duty due to a work related injury and/or illness are required to file updated medical reports with the District's Health Service Department. The Superintendent or his/her designee may request a member to file an updated medical report with the District's Health Service and/or District's Medical Director. Further, a member under this contract may be required, at the discretion of the Superintendent, to be examined by the Medical Director.

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

ARTICLE 2 HOLIDAYS

A. Members in this unit shall be entitled to school holidays, as specified in the annual holiday schedule for non-teaching members, issued by the Superintendent of Schools.

B. To be paid for a holiday, the member 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 3 WORK RULES

A. General

1. Members 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 1 – LEAVES OF ABSENCE; ARTICLE 2 – HOLIDAYS; ARTICLE 3 B – IN-SERVICE and ARTICLE 3 F – INCLEMENT WEATHER DAYS.

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

3. The period of employment will be during the months of September through June.

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 they will be employed for a regular work day so that they may attend in-service.

C. Overtime

1. Should overtime including Sunday or holiday work for members be required, the Facilitator will obtain permission from the Director of Special Programs prior to such extra time being worked. Should a member work 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. Should members be required to attend a Parent/Student Committee meeting, these procedures will apply:

a. The member 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 member 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 member may elect to receive compensatory time in lieu of his/her hourly rate.

D. Retirement

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

E. Health and Dental

1. Health Insurance. The District will provide health insurance for eligible members pursuant to the Syracuse City School District Health Insurance Program (see attached Health Insurance Rate Chart).

Retiree health eligibility shall be fifteen (15) years in the Syracuse City School District effective July 1, 2010.

A \$100.00 in-patient co-pay will be effective July 1, 2007.

Co-pays for office visits shall remain at \$9.00 per visit.

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.
- (c) Retiree health eligibility shall be fifteen (15) years in the Syracuse City School District effective July 1, 2010.
- (d) Member co-pays for prescription card coverage and contributions shall be \$6.00 (generic drugs), \$18.00 (preferred drugs) and \$35.00 (non-preferred drugs).

2. The District provides dental insurance for eligible members in the Syracuse City School District Dental Insurance Program. The District will assume all costs of such a program except the individual monthly contribution which will increase by \$1.00 and the family monthly contribution by \$2.00 each year of the contract beginning July 1, 2007 (see chart below).

Effective year:	Individual coverage:	Family coverage:
2007-2008	\$9.00	\$24.00
2008-2009	\$10.00	\$26.00
2009-2010	\$11.00	\$28.00
2010-2011	\$12.00	\$30.00

Program benefits and procedures for filing claims are explained in the booklet entitled “Dental Insurance Plan”, which is available in the Dental Insurance office. Retirees are not eligible for dental insurance.

- 3. \$75.00/\$225.00 major medical deductible.
- 4. \$35.00 emergency room per visit co-pay.

5. 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 members which shall be administered on an annual basis using a specific dollar amount of \$150.00 to be allocated for each member. The vision care plan shall not be extended to family members, unless otherwise agreed upon.

6. 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 members 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.

The parties further agree for the duration of this contract, the Association will place this section in abeyance and hold the District harmless from asserting beneficial coverage beyond what has been agreed heretofore.

F. 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 Syracuse City School District schools are officially closed due to inclement weather, all staff will be excused from duty with pay unless otherwise required.

G. The District has established, at no cost to the member, 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 member's health and dental premium contributions, deductibles, co-insurance amounts, other unreimbursed medical expenses, and dependent care assistance.

H. It shall be the responsibility of each member 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. Member 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 4
GRIEVANCE PROCEDURES**

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

Step 1 – If problems exist between the members, they are to go to the Program Facilitator. If the problem involves the Program Facilitator, the member(s) should go to the Director of Special Programs.

Step 2 – If the member 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 Director of Special Programs.

Step 3 – If in the view of the member the Director of Special Programs does not take satisfactory action, the member 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 member 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 Director of Special Programs.

Step 3 – The Director of Special Programs will hold a joint conference with the Program Facilitator and the member.

- a. The member 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 or Director of Special Programs, the member, the member'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 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

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

b. Action

(1) The Superintendent of Schools may remove any member 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 member might justifiably lead to disciplinary action.

d. Temporary Members (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 member, no limitations as to termination of services, such as those provided for permanent members under the Civil Service Rules and Regulations, are required. A temporary member may be terminated at any time by the appointing officer, without the necessity of showing cause for such termination. It is agreed that any member, 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 5
EVALUATION**

A. The Program Facilitator will be evaluated on a periodic basis by the 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 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 or Director of Special Programs, and the member's personnel file.

**ARTICLE 6
WAGES**

07/01/07	4%
07/01/08	4%
07/01/09	4%
07/01/10	4%

Job Title:	2007/08 Job Rate	2008/09 Job Rate	2009/10 Job Rate	2010/11 Job Rate
Facilitator	\$29.27	\$30.44	\$31.66	\$32.93
Instructor	\$12.57	\$13.07	\$13.59	\$14.13

**ARTICLE 7
AGREEMENT**

A. 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.

B. The items contained herein shall constitute the extent of the Memorandum of Agreement between the Syracuse City School District Members of the Syracuse Educational Program to Meet the Special Educational Needs of Native American Students and the Syracuse City School District for the period July 1, 2007, through June 30, 2011.

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

(Month) (Day) (Year)

Shirley Villafane, President, Unit 12

Syracuse City School District

(Month) (Day) (Year)

Daniel G. Lowengard, Superintendent of Schools

HEALTH INSURANCE RATES

Rates change September 1st

2007-2008 Employee Contribution

Individual PER \$4,740 Family PER \$12,132

Salary	Level	%	Annual		Per Check*	
			Ind.	Family	Ind.	Family
<\$36,366	1	8	379.20	970.56	15.80	40.44
>\$36,367	2	10	474.00	1,213.20	19.75	50.55
>\$60,000	3	12	568.80	1,455.84	23.70	60.66
New >\$80,000	4	14	663.60	1,698.48	27.65	70.77
New >\$100,000	5	16	758.40	1,941.12	31.60	80.88

2008-2009 Employee Contribution

Individual PER \$4,668 Family PER \$11,952

Salary	Level	%	Annual		Per Check*	
			Ind.	Family	Ind.	Family
<\$36,366	1	9	420.12	1,075.68	17.51	44.82
>\$36,367	2	12	560.16	1,434.24	23.34	59.76
>\$60,000	3	14	653.52	1,673.28	27.23	69.72
>\$80,000	4	16	746.88	1,912.32	31.12	79.68
>\$100,000	5	18	840.24	2,151.36	35.01	89.64

2009-2010 Employee Contribution

Individual PER \$5,100 Family PER \$13,056

Salary	Level	%	Annual		Per Check*	
			Ind.	Family	Ind.	Family
<\$42,052	1	9	459.00	1,175.04	19.12	48.96
>\$42,053	2	14	714.00	1,827.84	29.75	76.16
>\$60,000	3	16	816.00	2,088.96	34.00	87.04
>\$80,000	4	18	918.00	2,350.08	38.25	97.92
>\$100,000	5	20	1,020.00	2,611.20	42.50	108.80

2010-2011 Employee Contribution

** Individual PER \$5,971 Family PER \$15,283

Salary	Level	%	Annual		Per Check*	
			Ind.	Family	Ind.	Family
<\$42,052	1	10	597.10	1,528.30	24.88	63.68
>\$42,053	2	15	895.65	2,292.45	37.32	95.52
>\$60,000	3	18	1,074.78	2,750.94	44.78	114.62
>\$80,000	4	20	1,194.20	3,056.60	49.76	127.36
>\$100,000	5	20	1,194.20	3,056.60	49.76	127.36

2011-2012 Employee Contribution

** Individual PER \$6,449 Family PER \$16,506

Salary	Level	%	Annual		Per Check*	
			Ind.	Family	Ind.	Family
<\$42,052	1	10	644.90	1,650.60	26.87	68.78
>\$42,053	2	15	967.35	2,475.90	40.31	103.16
>\$60,000	3	18	1,160.82	2,971.08	48.37	123.80
>\$80,000	4	20	1,289.80	3,301.20	53.74	137.55
>\$100,000	5	25	1,612.25	4,126.50	67.18	171.94

* Based on 24 checks per year

** Estimate (Premium Equivalent Rate)