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Contract Database Metadata Elements

Title: **North Syracuse Central School District and North Syracuse Per Diem Professional Association (NSPDPA), (2008)**

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Union: **North Syracuse Per Diem Professional Association (NSPDPA)**

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TA9 | 8860

Agreement Between
The North Syracuse Central School District
and the
North Syracuse Per Diem
Professional Association

July 1, 2008 thru June 30, 2011

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

APR 14 2009

ADMINISTRATION

approx. 300

ARTICLE I
CERTIFICATION OF REPRESENTATION

The bargaining unit shall include all per diem substitute teachers, per diem substitute registered nurses, per diem substitute licensed practical nurses and per diem substitute teaching assistants who receive an assurance of continuing employment in conformance with Civil Service Law Section §201.7(d) for the duration of the period covered by such assurance.

The bargaining unit shall also include all others who are employed by the District as per diem substitute teachers, per diem substitute registered nurses, per diem substitute licensed practical nurses and per diem substitute teaching assistants commencing with the first day of service actually rendered and continuing for the duration of the current fiscal year.

Excluded from the unit are all other employees.

ARTICLE II
MANAGEMENT RIGHTS

It is understood and agreed that all the rights, powers, and authority possessed by the District prior to this agreement remain vested in the District except those rights, which are specifically abridged, deleted, or modified by this Agreement.

ARTICLE III
DEFINITIONS

- 3.1 Per Diem Substitute shall refer to members of the bargaining unit.
- 3.2 District shall refer to the North Syracuse Central School District.
- 3.3 Administration shall refer to supervisory employees of the District including, but not limited to subject supervisors, District-wide directors or assistants, building principals or assistants, and central office administrators when acting within their normal area of responsibility.
- 3.4 Long-term substitute shall refer to any substitute who performs service for thirty (30) consecutive work days or more in one authorized position.
- 3.5 Superintendent shall refer to the Superintendent of Schools or any person designated by the Superintendent to act on behalf of the Superintendent of Schools.
- 3.6 Workday shall refer to a day of per diem substitute teaching service actually rendered. The normal workday shall be the basic teacher workday.
- 3.7 School Year shall mean the teacher calendar.
- 3.8 School Day shall refer to a day of actual pupil attendance.

Article III (cont'd)

- 3.9 Teacher shall refer to any New York State certified teacher who holds a long-term substitute, probationary or tenure appointment in the District and is actively serving as a classroom teacher (classroom to include regular classrooms, laboratories, gymnasiums, auditoriums, libraries, special classrooms, etc.), speech teachers, school psychologists and guidance counselors.
- 3.10 Teaching Assistant shall refer to any New York State certified teaching assistant who holds a long-term substitute/probationary, or tenure appointment in the District and is actively serving as a teaching assistant in the District.
- 3.11 Nurse shall refer to any licensed practical nurse or registered nurse actively employed by the District.

ARTICLE IV
GRIEVANCE PROCEDURE

4.1 GRIEVANCE PRINCIPLE

Every employee in the Unit shall have the right to present his or her grievance in accordance with the provisions hereof, free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to be represented by an Association representative of his or her own choosing at all stages of the proceedings relating to such grievance.

4.2 GRIEVANCE DEFINITIONS

The following terms shall have the following meanings:

- A. "Employee" shall mean any member of the Bargaining Unit as defined as Article I.
- B. "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the provisions of this agreement.
- C. "Aggrieved Employee" shall mean an employee or group of employees who believe that they have a grievance.
- D. "Immediate Supervisor" shall mean the employee or officer on the next higher level of authority over the aggrieved employee, who normally assigns and supervises the employee's work and/or evaluates his/her work performance; or in the absence of such immediate supervisor, the person who is discharging such responsibility.

Article IV (cont'd)

- E. "Days" shall mean business days. Saturdays, Sundays, and Legal Holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of Article 4.3.
- F. "Grievance Committee" shall mean the committee established by the Association charged with the responsibility of representing the aggrieved.

4.3 GRIEVANCE PROCEDURE

The following steps shall apply:

Step 1 - Written Grievance

- A. The aggrieved employee shall present the grievance in writing (Exhibit A) to the immediate supervisor within ten (10) days of occurrence giving rise to grievance, or within ten (10) days of the date when the aggrieved should have know of the occurrence giving rise to the grievance, if later. The aggrieved employee may present the grievance alone, with the Association grievance chairperson, or through the Association grievance chairperson (or other Association designed representative) alone.
- B. The immediate supervisor shall provide a written answer to the aggrieved employee (copy to the chairperson of the Association grievance committee) within five (5) days of receipt of the written grievance.

Step 2 - Superintendent

- A. If the grievance is not resolved in Step 1, the written grievance shall be submitted by the aggrieved employee to the Superintendent of Schools (or the designee) within five (5) days of the receipt of the immediate supervisor's answer. (4.3 Step 1B)
- B. Within ten (10) days of receipt of the written grievance the Superintendent (or designee) shall meet with the aggrieved and a representative of the Association. At least two (2) days notice of said meeting shall be provided to the aggrieved. The Superintendent (or the designee) shall identify the time and place for this meeting, which shall be held during the business hours of the District. Witnesses and legal representatives of both parties may attend and participate in the meeting. Any record of this meeting prepared by the District shall be provided to the Association, which shall reimburse the District for the cost of reproducing the record.

Article IV (cont'd)

- C. Within ten (10) days after this meeting, the Superintendent (or designee) shall deliver a written answer to the aggrieved employee and the Association grievance chairperson.

Step 3 - Arbitration

- A. Within ten (10) days after the receipt of the Superintendent's answer in Step 2, the Association may submit the grievance in writing to the American Arbitration Association (copy to the Superintendent) for arbitration in accordance with its voluntary labor arbitration rules.
- B. The fees and expenses of the arbitrator shall be borne equally by the District and the Association.
- C. Each party to an arbitration shall bear its own legal expenses and costs incidental to its exhibits and any witnesses sworn by such party.
- D. The decision of the arbitrator shall be final and binding on all parties.
- E. The arbitrator shall have no power to add to, modify, or subtract from provisions of this Agreement, but shall be limited to interpreting and applying the provisions hereof and any applicable rules, procedures, regulations, administrative orders, or work rules which are not in conflict with provisions hereof. The arbitrator shall not use or rely upon any past practices, which were not authorized by a written rule or regulation as a restriction upon the rights of the District hereunder.

4.4 WITNESSES

- A. Either party to a grievance shall have the right to the presence of necessary witnesses at any stage of Article 4. Arrangements for the presence of such witnesses is the responsibility of the party requesting them.
- B. If the District fails to comply with the time limits provided in Article 3, the Association and/or the aggrieved may either wait for a reply or move the grievance to the next step of the process without a reply.
- C. Failure of the Association or of an aggrieved employee to comply with the time limits provided in Article 4 shall be considered as an acceptance of the last previous answer to the grievance and shall be a disposal of such grievance on that basis.
- D. The time limits specified in Article 4 may be changed with respect to a specific grievance by mutual written signed memorandum.

Article IV (cont'd)

4.5 RECORDS

- A. The records of the consideration of any alleged grievance, which has gone beyond verbal and informal statements to the immediate supervisor, shall be preserved by all who have their custody. When a final determination has been made, these records shall be filed in the office of the Superintendent in a separate file drawer or cabinet maintained for that purpose, filed under the name of the aggrieved person. Records relating to grievances filed by groups of bargaining unit members shall be filed under the grievance Committee of the Association. Duplicate records may be destroyed. The records shall be confidential except to the parties involved, the Grievance Committee, the Superintendent (or designee), the District Clerk, the Board, and the Attorney for the Board.
- B. Any aggrieved person, or the Grievance Committee, who wishes copies of the documents on file pertaining to the grievance may be furnished copies made by a copy process machine at the actual cost of making them. The person to whom such copies are delivered shall sign the receipt for them and shall be solely responsible for any later use that may be made of the copies.

ARTICLE 5
LEGISLATIVE REQUIREMENTS
SECTION 204-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.

ARTICLE 6
DUES DEDUCTION

- 6.1 The District shall deduct from the employee's regular payroll check, dues for the Association and its affiliates. The District shall transmit the amount deducted for dues to the Association within ten (10) business days after the close of each respective payroll period except only in those instances when it might be necessary for the District to comply with the pertinent provisions of Section 210 of the Public Employees' Fair Employment Act as well as the provisions of any court order or other applicable laws.
- 6.2 The District shall deduct from the salary of each bargaining unit member who is not a member of the Association, a bi-monthly service fee as a contribution toward the negotiation and administration of the agreement and the representation for such employee. The service charge, which shall be payable and forwarded to the Association, will be deducted in accordance with the current dues deduction procedures and shall be

ARTICLE 6 (cont'd)

an amount equal to the Association's regular dues. The Association shall indemnify and save the District harmless against all liability that may arise from action taken to comply with this Paragraph.

ARTICLE 7
UNIT ROSTER

The District will provide the NSPDPA President with a list of unit employees on September 1 and February 1 of each school year.

ARTICLE 8
COMPENSATION

Per Diem Substitute Teachers and Per Diem Substitute RN's - Daily Rate

	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
<u>Non-certified</u>	\$102	\$106	\$109
<u>Certified</u>	\$107	\$111	\$114

Per Diem Substitute LPN's and Per Diem Substitute Teaching Assistants

Hourly Rates

<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
\$9.70	\$10.01	\$10.34

- 8.1 Assignments of less than one-half day shall be paid as one-half day. Assignments of more than one-half day shall be paid as actually worked.
- 8.2 No District obligation for call in pay will be incurred where schools are closed due to emergency conditions and timely notice is given to Syracuse area radio stations.
- 8.3 Should a bargaining unit member be called to work by the District erroneously, such bargaining unit member shall be paid for a minimum of one-half of a day and may be given appropriate work by the Administration for one-half of a day.
- 8.4 Payment shall be made on essentially a bi-weekly basis for services rendered during the preceding payroll period.

ARTICLE 9
IN-SERVICE

In the event the District requires a unit member to attend an in-service/conference program, the District will compensate that individual at the per diem rate of pay.

ARTICLE 10
AGREEMENT SCOPE

This Agreement contains the entire Agreement between the parties on the subject matters set forth herein, and may only be modified or amended by written Agreement between the parties.

ARTICLE 11
DURATION

This Agreement shall become effective on July 1, 2008 and remain in full force and effect until June 30, 2011.

For the District

For the NSPDPA

James L. Melvin
2/5/09

Sheree Carrocci
Feb. 5, 2009

Connie A. Gibson

Dated this 5th day
of ~~November 2008~~
February 2009 

EXHIBIT A

GRIEVANCE FORM

NAME _____ SCHOOL _____ DATE _____

EMPLOYEES' STATEMENT

AGREEMENT VIOLATION

REMEDY REQUESTED

1. DATE _____

SIGNATURE

ADMINISTRATOR'S SIGNATURE

SETTLED (YES __ NO __)

EMPLOYEE'S SIGNATURE

2. DATE _____

SUPERINTENDENT'S SIGNATURE

SETTLED (YES __ NO __)

EMPLOYEE'S SIGNATURE

