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**Contract Database Metadata Elements**

Title: **North Syracuse Central School District and North Syracuse Central School Association of Middle Managers (2012)**

Employer Name: **North Syracuse Central School District**

Union: **North Syracuse Central School Association of Middle Managers**  
Local:

Effective Date: **07/01/2012**

Expiration Date: **06/30/2015**

PERB ID Number: **10445**

Unit Size:

Number of Pages: **28**

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# Collective Bargaining Agreement

By and Between the

Association of Middle Managers

And the

North Syracuse Central School District

**July 1, 2012 – June 30, 2015**

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**AGREEMENT**

BETWEEN THE NORTH SYRACUSE CENTRAL SCHOOL DISTRICT (HEREIN CALLED "DISTRICT") AND THE NORTH SYRACUSE CENTRAL SCHOOL'S MIDDLE MANAGERS (HEREIN CALLED "ASSOCIATION").

## PREAMBLE

WHEREAS, the parties, hereto desire to promote harmonious cooperative relationships between the District and its employees of the Association regarding salaries, hours and other items and conditions of employment so that the cause of public education is orderly and uninterrupted and

WHEREAS, both parties have negotiated in good faith and have reached mutual understanding under the requirements and provisions of the Public Employees' Fair Employment Act (Article 14 of the Civil Service Law).

NOW, THEREFORE BE IT AGREED:

## ARTICLE I

### RECOGNITION

#### Section 1

The District agrees to recognize the Association as the exclusive bargaining agent for all employees in the Bargaining Unit, as hereinafter defined and extends to the Association the following:

- a. to exclusively represent unit members regarding collective negotiations.
- b. to represent unit members in the settlement of grievances.
- c. to membership dues deduction upon receipt of dues deduction authorization cards signed by individual employees.
- d. to unchallenged representation status during the period prescribed by Section 208 of the Public Employees' Fair Employment Act.

#### Section 2

The Association agrees and affirms that it does not have and will not assert the right to strike against the District, to assist or participate in any such strike, or to impose upon its members an obligation to conduct, condone, assist or participate in such a strike.

## ARTICLE II

### BOARD OF EDUCATION

#### Section 1

The Association agrees that the Board of Education is the policy making body of the District as imposed by Section 1709 of the Education Law and the rules and regulations of the Education commissioner.

Section 2

The Board's policies shall not conflict with any provision of this Agreement unless such policy is necessary in order that the Board fulfill its legal responsibility in accordance with Section 1709. Should any such conflicting policy be necessary then that policy shall only reflect on the Paragraph or Paragraphs of this Agreement which such policy specifically by subject matter refers to and all other Paragraphs of this Agreement not affected shall continue in full force and effect.

**ARTICLE III**

**BARGAINING UNIT**

Section 1

The titles below represent personnel normally found in this bargaining unit. If additional positions are created, placement in this bargaining unit will be with the consent of the unit president or as designated by PERB. If an individual is administratively certified, appropriate unit placement will be determined through discussion with the District, the Middle Manager Unit and the District's units.

**MIDDLE MANAGEMENT**

<b><u>DISTRICT TITLE</u></b>	<b><u>CIVIL SERVICE TITLE</u></b>
Accountant I	Accountant I
Accountant II	Accountant II
Director of Facilities III	Director of Facilities III
Assistant Director of Transportation	Assistant School Director of Transportation
Automotive Mechanic Crew Leader	Automotive Mechanic Crew Leader
Custodial Supervisor	Custodial Supervisor
Director of Food Service	School Lunch Director
Director of Transportation	School Transportation Director
Grounds Crew Leader	Grounds Crew Leader
Maintenance Supervisor	Maintenance Supervisor
Network Administrator	Network Administrator
Purchasing Officer	School Purchasing Officer
School Bus Dispatcher	School Bus Dispatcher
School Transportation Supervisor	School Transportation Supervisor
Systems Administrator	Systems Administrator
Transportation Safety Officer	Transportation Safety Officer

Section 2

The association shall be notified in writing thirty (30) days in advance of any proposed modification to the Unit, which would result in addition to or reduction of positions represented by the Association except that the abolition of position shall be done in Accordance with Article XII, Section 2 hereof.

ARTICLE IV

MANAGEMENT RIGHTS

Section 1

All management rights and functions, except those, which are clearly and expressly limited in this Agreement, shall remain vested exclusively in the employer.

Section 2

Except as otherwise specifically provided in this Agreement, the Board has the sole and exclusive right to exercise all the rights or functions of management and the exercise of any such rights or functions shall not be subject to the grievance provisions of this Agreement.

ARTICLE V

ASSOCIATION RIGHTS

Section 1

Membership in the Association shall be voluntary, and the District agrees that there will be no discrimination, interference, restraint, or coercion against any Association member by reason of his or her activities in the Association's business.

ARTICLE VI

EVALUATION

Section 1

A unit member who has completed his/her probationary period will receive an annual written evaluation in May/June of each fiscal year by the Superintendent or his/her designee. Unit members who are in a supervisory position over other unit members will be responsible for the evaluation of the supervised unit member. The content of any evaluation performed by a unit member will be reviewed and approved by the Associate Superintendent for Business Services. Associate Superintendent for Business Services may edit any evaluation and the direct supervisor shall be made aware of such edits. The evaluator will



review the evaluation form with manager in a personal conference. No later than July 1, of each year of this contract, the evaluator and the evaluatee shall meet to establish the specific criteria for the Job Specific Goals section of his/her evaluation. Unit members new to the district will meet to establish this section of his/her evaluation no later than forty-five (45) days after they start work.

## Section 2

### Probationary Unit Members

1. At no less than the end of the first eight (8) weeks and one (1) month before the end of the unit members probationary period they will receive a written evaluation.

## Section 3

### Development Process/Procedures

- |    |  |  |
|----|--|--|
| A. | Management skills<br>Supervision<br>Job Specific Goals | Personal Characteristics<br>Communication Skills |
| B. | The instrument shall have four ratings:                |  |
|    | Excellent<br>Commendable                               | Satisfactory<br>Needs Improvement                |

## Section 4

Any written evaluation of a unit member based on information supplied to the Superintendent or his/her assistants by an "outside" source (parent, student, teacher, another manager or other Person) shall divulge the source. Further, if disciplinary action is taken as a result of information from said outside source, the source must be divulged to the unit member. Each unit member will have the opportunity to attach a written response to his evaluation to be included in his/her personal folder.

## ARTICLE VII

### INSURANCE

## Section 1

The District shall provide unit members of the Unit Health, Dental and Life insurance that are the same coverage and the same contribution rates provided by the District to its Teachers. Any change in benefits or contribution rates for the Teachers' insurance shall be applicable to the members of this Bargaining Unit, effective the effective date for the Teachers.

Section 2

Qualified bargaining unit members may elect to receive the following annual stipend as part of their regular salary, (stipend added to regular pay for 20 pay periods), for declining enrollment in the District's Health Insurance Benefit Program.

Declination of Single Coverage: \$400.00

Declination of Family/Double Coverage: \$800.00

If a bargaining unit member, who has selected this option, has a change in family status and/or existing insurance coverage, he/she may enroll in the District's Health Insurance Benefit Program, if qualified, at the next open enrollment period.

Section 3

Dental Insurance

Eligibility for Dental Insurance is based on the bargaining unit member being enrolled in the district sponsored health insurance plan or an H.M.O. sponsored by the District.

Section 4

Life Insurance/Optical Insurance

The district will offer the Life Insurance/Optical Insurance to all employees. The cost of the Life Insurance/Optical Insurance will be paid by the employee.

Section 5

The District shall provide the same coverage as above for unit members who retire after having served the District a minimum of 10 years in a position with the District.

Section 6

The provisions of Medicare apply to active or retired unit members 65 years of age and to enrolled dependents 65 years of age.

**ARTICLE VIII**

**PERSONNEL FILE**

Section 1

A personnel file for each unit member shall be maintained by the District in the Office of Human Resources.

## Section 2

Said personnel files shall contain records, reports, recommendations and correspondence between the unit member and the District subsequent to employment. Such items shall be prepared in duplicate and a copy shall be distributed to each of the following: (1) Unit member; (2) District.

## Section 3

A unit member may inspect such personnel files upon reasonable request.

## Section 4

No material derogatory to a currently employed unit member's conduct, service, character or personality will be placed in his/her personnel files unless the unit member has had an opportunity to review such material by affixing his/her signature to the copy to be filed, with express understanding that such signature in no way indicates agreement with the contents thereof. The unit member will also have the right to submit a written answer to such materials within ten (10) days of his/her signature acknowledging those materials. This response shall be reviewed by the Superintendent of Schools or his/her designee and attached to the file copy of said materials. In addition, no anonymous material will be placed in a unit member's personnel file.

## Section 5

In the event that a complaint is made against a unit member, the District shall advise the unit member of the nature of the complaint and the initiation of any investigation, if one occurs. At such time as is deemed appropriate by the District, but not more than two (2) work days following completion of the investigation, the unit member shall be advised of the result of the investigation. Upon the unit member's request, the Association representative(s) may be present.

# ARTICLE IX

## LEAVES OF ABSENCE

### Section 1

Any period of absence during a unit member's probationary period shall extend such probationary period by a length of time equal to the period of absence.

### Section 2

Probationary periods for Provisional and Promotional appointments shall be determined by the District's Civil Service Personnel Officer after consultation with the unit member's direct supervisor.

### Section 3

Upon permanent appointment any period of leave with pay shall be counted as time worked for the purpose of accumulation of seniority.

**ARTICLE X**

**RETIREMENT**

**Section 1**

The District shall provide the 75-I Non-Contributory Pension Plan (New York State Employees' Retirement System) for all eligible unit members. Eligible unit member's hired after July 1, 1976, shall contribute three percent (3%) of their wages to the New York State Retirement System per New York State Retirement Law. The employer will provide the appropriate retirement plan under the New York State Employee's Retirement System.

**Section 2**

The District will provide a retirement incentive for unit members eligible for retirement in accordance with ERS provisions, provided that the unit member notifies the District in writing 6-months prior to the effective date. Any eligible unit member will receive a one-time lump sum retirement incentive (payment) based on accumulated, unused sick/family leave days to a maximum of 300 days. The payment will be calculated as follows:

<b><u>Total Accumulated Sick/Family Days</u></b>		<b><u>Amount</u></b>
0-50	@	\$50.00 per day
51-99	@	\$75.00 per day
100-149	@	\$85.00 per day
150-275	@	\$100.00 per day
276-300	@	\$100.00 per day – effective 7/1/14

**Section 3**

The District and the Association agree that the Retirement Incentive Payment specified in Article X of the Agreement will become a non-elective employer contribution to a 403(b) plan of the unit member's choosing. The contribution will be accordance to the IRS codes, rules and regulations. The contribution will be available to all unit members eligible as specified in Article X. The contribution will be remitted within thirty (30) days of the unit members' retirement date.

The District will pay an excess over the IRS limits as compensation to the unit member within 30-days of the unit member's retirement date.

**ARTICLE XI**  
**COMPENSATION**

**Section 1**

Each unit member's base salary for the 2012-2013 school year will be established by increasing the unit member's 2011-2012 base salary by 0%. (Does not apply to unit members hired on or after July 1, 2012.)

Each unit member's base salary for the 2013-2014 school year will be established by increasing the unit member's 2012-2013 base salary by 1.0%.

Each unit member's base salary for the 2014-2015 school year will be established by increasing the unit member's 2013-2014 base salary by 80% of the All Urban CPI; not less than 1.0% or to exceed 3.0%.

**Section 2**

Each unit member's base salary will be increased by \$500 after ten years of service to the District.

Effective July 1, 2008, each unit member's base salary will be increased by \$1,000 after 20 years of service to the District.

**Section 3**

When there is a vacant position lasting more than three (3) weeks within the unit (i.e., leave, resignation, illness or other unscheduled absence) that needs to be filled on a temporary basis by a current Unit Member, the Unit Member will receive a \$200 per week stipend. This stipend will be paid retroactive to the first day the Unit Member performed these duties.

**ARTICLE XII**  
**TERMINATIONS**

**Section 1**

**Termination by the Unit Member:**

If the unit member desires to terminate his/her employment during the term thereof, he/she may do so upon not less than 30 calendar day's written notice to the Superintendent, exclusive of accrued vacation time, unless otherwise approved by Superintendent. Said notice shall set forth the reason for the termination. No more than two (2) sick/family and/or personal days will be paid during a unit member's final thirty days without written medical authorization or the Superintendent's approval.

Section 2

Termination by the District:

The District may terminate the employment of a unit member in accordance with applicable provisions of the Civil Service Law.

Section 3

If a unit member's position is eliminated by the District for reasons other than discipline, the unit member shall receive at least 30 days notice. In the event that the District does not provide 30 days notice, the unit member shall be paid for any normal working days in the 30 days following said notice.

Section 4

Any discipline and/or termination of any unit member will be done in accordance with Section 75 of the Civil Service Law.

**ARTICLE XIII**

**VACATIONS**

Section 1

Section 1 applies to 12-month unit members hired prior to July 1, 1999.

12-month unit members hired prior to July 1, 1999, shall receive four weeks paid vacation after one year of employment within the District.

Effective July 1, 2014, accrued vacation earned at the rate of 1.92 days per month worked, shall be credited on or about July 1 of the fiscal year following the year in which it is earned.

Section 2

Section 2 applies to 12-month unit members hired on or after July 1, 1999.

Effective July 1, 2014, 12-month unit members hired on or after July 1, 1999, receive four weeks paid vacation per year, earned at a rate of 1.92 days per month.

They may use vacation in the fiscal year in which it is earned. At the time of separation from the district, if a unit member has used more vacation than he/she has earned, the unit member will repay the district the difference between the amount actually used and the amount actually earned upon separation from the district.

### Section 3

Section 3 applies to all 12-month unit members, regardless of when they were hired.

12-month unit members may accumulate a maximum of twenty five (25) days of unused vacation time. On June 30, of each year credited vacation days in excess of twenty five (25) will be irrevocably removed from the unit member's credit and use.

### Section 4

Section 4 applies to all 12-month unit members. Vacations will be scheduled with the Superintendent or his/her designee's approval.

### Section 5

Section 5 applies to all 12-month unit members. Unit members may use accrued vacation to cover period of temporary disability if they so choose.

### Section 6

10-month and 11-month unit members are not entitled to vacation days.

### Section 7

It is agreed that, subject to any existing conditions in the parties' collective bargaining agreement, an employee is entitled to be paid any accrued, unused vacation time upon the employee's separation from employment with the District.

## ARTICLE XIV

### GRIEVANCE PROCEDURE

Every unit member shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

#### Section 1

For the purpose of this procedure, the below listed terms are defined as follows:

- a. Grievance - A "grievance" shall be defined as an alleged misapplication or misinterpretation of only the specific and express written provisions of this Agreement.
- b. Aggrieved party - The "aggrieved party" shall be defined as only a unit member or group of unit members within the Bargaining Unit actually filing a grievance.

## Section 2

The following procedures shall apply to the administration of all grievances filed under this procedure.

- a. Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place, the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b. Except at Step 1, all decisions shall be rendered in writing at each stop of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- c. The preparation and processing of grievances shall be only conducted during non-working hours.
- d. The time limits provided herein shall be strictly adhered to. Any grievance not filed initially, appealed or submitted to arbitration within the specific limits will be deemed waived and void. The time limits specified for either party may be extended only upon mutual written agreement.

## Section 3

All grievances shall be administered in accordance with the following steps of this procedure.

- Step 1 - An aggrieved unit member shall present his grievance orally or in writing to the immediate supervisor within five (5) work days following the occurrence of the facts giving rise to the grievance.
- Step 2 - If the grievance is not resolved informally at Step 1, it shall be reproduced to writing and presented to the Supervisor within seven (7) work days following the occurrence of the facts giving rise to the grievance. The Supervisor may arrange a meeting to discuss and attempt to resolve the grievance. The Supervisor shall render a written decision and present it to the grievant within seven (7) work days from the receipt of the written grievance.
- Step 3 - If the grievance is not resolved at Step 2, it shall be presented to the Superintendent or his/her designee within five (5) work days following the receipt of the Step 2 decision. The Superintendent or his/her designee may arrange a further meeting to review and attempt to resolve the grievance. The Superintendent or his/her designee shall render a written decision and present it to the grievant and the Union within 10 work days from his receipt of the grievance.



## ARTICLE XV

### ARBITRATION PROCEDURE

In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, then within ten (10) work days after a receipt of the decision at Step 3 of the Grievance Procedure, the Union may submit the grievance to arbitration in accordance with the voluntary rules of the American Arbitration Association.

The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of the any act prohibited by law or to make any award that itself contrary to law or violates any of the terms and conditions of this Agreement.

The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be shared equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date and record is closed. The decision of the arbitrator shall be binding upon the parties.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the Bargaining Unit during the exercise of his rights provided by the Grievance and Arbitration Procedures herein contained.

## ARTICLE XVI

### HOLIDAYS

#### Section 1

To be eligible for holiday pay a unit member must work the regularly scheduled day before and day after the holiday. Exceptions to this paragraph are absences due to Sick/Family leave, Vacation, Jury Duty and authorized Personal Leave.

## Section 2

All 12-month unit members shall be entitled to the paid holidays listed below:

1. Fourth of July
2. Labor Day
3. Columbus Day
4. Veteran's Day (to be observed)
5. Thanksgiving Day
6. Day after Thanksgiving
7. Christmas Day (observed)
8. Day before or day after Christmas
9. New Year's Day
10. Martin Luther King Day
11. President's Day
12. Good Friday
13. Memorial Day

## Section 3

All 10-month and 11-month unit members shall have the same holidays as 12-month unit members with the exception of the 4<sup>th</sup> of July and Labor Day, which are excluded.

## Section 4

In the event that the district has two or more unused snow days remaining as of April 15, an additional day will be added to the Memorial Day holiday.

# ARTICLE XVII

## JURY DUTY AND LEGAL PROCEEDINGS

### Section 1

Each unit member shall be granted leave with full pay for the period necessary in order to perform Jury Duty. Such absence shall not be deducted from any other Leave of Absence.

### Section 2

Time Off for Legal Proceedings - Unit members shall be granted days of absence with pay for appearances in any legal proceedings connected to their employment by or association with the District. Days of absence with pay shall also be granted for jury duty and for days of attendance required to satisfy subpoenas as non-party witnesses to court proceedings. It is agreed that any compensation received for such services in excess of expenses shall be paid to the District.

### Section 3

Liability Protection - Unit members shall be saved harmless from any financial loss, including reasonable attorney's fees, arising out of any claim, demand, suit, or judgment and shall be provided with reasonable attorney's fees for the defense of any prosecution arising out of any act or omission to act by such unit member within or without the school buildings; provided that such unit member, at the time of the act or omission complained of, was acting in the discharge of his/her duties within the scope of his/her employment under the direction of the District.

## ARTICLE XVIII

### SICK/FAMILY LEAVE

#### Section 1

All 12-month unit members shall receive 18 paid sick/family days per year, credited on July 1, cumulative to a maximum of 275 days. Effective July 1, 2014, the maximum days increased to 300 days.

12-month bargaining unit members hired on or after July 1, 1999, shall, upon hiring, also be granted an additional 12 days to be used for personal illness and/or family death or illness. The purpose of this is to provide the new unit member a total of thirty (30) days which is the minimum required for access to the sick leave bank. (Article XVIII, Section 8)

Unit Members who have accumulated the maximum number of sick/family illness days will be granted an additional 18 non-accumulative sick/family illness days for use only in the school year in which they are granted. Sick/family illness days used over 18, in a given year will be taken from the accumulated days.

#### Section 2

All 11-month unit members shall receive 16.5 paid sick/family days per year, credited on July 1, cumulative to a maximum of 275 days. Effective July 1, 2014, the maximum days increased to 300 days.

#### Section 3

The unit member's annual allotment shall be credited to his/her record on the first day he/she reports to work in each new fiscal year.

#### Section 4

The District may, when deemed necessary, require from a unit member returning from leave satisfactory medical evidence that he/she is capable of performing his/her duties.

#### Section 5

Should a unit member be paid leave which was unearned, he/she shall reimburse the District the unearned money.

#### Section 6

Paid leave (using accrued sick/family time) shall be granted for personal illness and/or family death or family illness.

Section 7

Sick/Family leave of absence beyond that outlined above shall be administered in accordance with the provisions of the Family and Medical Leave Act (FMLA) and all other District policies concerning the FMLA. The FMLA shall in no way limit the other sections of this article.

Section 8

Middle Managers shall have the option to participate in the Sick Leave Bank as outlined and administered by the North Syracuse Education Association.

**ARTICLE XIX**

**PERSONAL DAYS**

Section 1

In addition to days for personal illness or injury, three (3) days of paid leave for personal reasons shall be allowed each 12-month unit member per year, provided that reasonable written notice be given the appropriate central office administrator. Effective July 1, 2014, the number of personal days shall increase to five (5). Any unused personal days as of June 30, of each year shall be converted to sick/family days on or about July 1.

Section 2

In addition to days for personal illness or injury, two and one-half (2.5) days of paid leave for personal reasons shall be allowed each 11-month unit member per year, provided that reasonable written notice be given the appropriate central office administrator. Any unused personal days as of June 30, of each year shall be converted to sick/family days on or about July 1.

Section 3

In addition to days for personal illness or injury, two (2) days of paid leave for personal reasons shall be allowed each 10-month unit member per year, provided that reasonable written notice be given the appropriate central office administrator. Any unused personal days as of June 30, of each year shall be converted to sick/family days on or about July 1.

## ARTICLE XX

### EDUCATIONAL BENEFITS AND PROFESSIONAL CONFERENCES

#### Section 1

Non-probationary unit members shall be entitled to tuition reimbursement upon the following terms:

- a. Reimbursement shall be for tuition only (no other fees), not to exceed the per credit hour cost at SUNY institutions and then only if the unit member provides the District with satisfactory evidence that he/she successfully completed the course and received a passing grade;
- b. All unit members shall be entitled to reimbursement for one (1) course per year. The maximum reimbursement for a unit member over his/her lifetime with the district shall be thirty (30) credit hours.
- c. Courses taken may not interfere with the unit member's work schedule unless approved by the Superintendent or his/her designee.

#### Section 2

The Superintendent, or his/her designee, shall have discretion to approve the attendance by a unit member at workshops, seminars and conferences related to the unit member's area of responsibility without loss of salary and to reimburse the unit member for part or all of expenses associated with the conference. The Superintendent's discretion regarding decisions on attendance and reimbursement shall not be subject to the grievance procedure.

#### Section 3

The District will contribute a maximum of \$175 per fiscal year to a unit member's membership in non-labor related professional organizations and associations. District contribution toward membership in other professional organizations in excess of the \$175 as service organizations will be at the discretion of and with approval solely of the Superintendent.

#### Section 4

The District shall provide a minimum of two (2) days of inservice workshops per fiscal year. The Association and the District shall be mutually responsible for developing the program of workshops.

#### Section 5

Professional Certification courses necessary to maintain certification or licenses shall be paid by the district.

## ARTICLE XXI

### ABSENCE DUE TO INJURY ON THE JOB

- A. Whenever a bargaining unit member is absent from work as a result of a personal injury caused by an accident or an assault occurring in the course of his/her employment, he/she shall receive his/her full salary (less the amount of any Workers' Compensation award made for temporary disability due to said injury) for up to one continuous year from date of temporary disability resulting from said accident or assault. No part of such absence will be charged to his/her annual or accumulated sick/family leave.
- B. If the temporary disability extends beyond one continuous year, the bargaining unit member may elect:
  - 1. to receive an amount determined by the Workers' Compensation Board for the remaining period of disability or
  - 2. the employee may elect by written notice to the district to utilize his/her accrued sick/family days for this extended period of temporary disability. In this case, the award determined by Workers' Compensation will be returned to the district and credited to the employee's sick/family days on a per hourly basis.
- C. If all accrued sick/family days are exhausted, the bargaining unit member will be entitled to only the amount determined by the Workers' Compensation Board.

### WORKERS' COMPENSATION OVERPAYMENT

- A. All bargaining unit members are covered under the New York State Workers' Compensation Law.
- B. Leave allowances paid to employees shall be reduced by the amount of Workers' Compensation received, if any.
- C. In the event that an employee is paid in excess of the limit specified in Sick Leave Compensation Adjustment, said employee shall reimburse the District for such overpayment immediately.
- D. Should an employee who has been overpaid under the provisions of this Paragraph terminate employment in the District before the District has been reimbursed for the overpayment, the balance shall come due immediately.

## ARTICLE XXII

### PARENTAL LEAVE

#### Section 1

Child Rearing - Child rearing leave may be applied for and shall be granted for the purpose of child rearing, after the birth or adoption of a child.

- a. The unit member must apply to the Assistant Superintendent Human Resources for the leave within six (6) weeks after the birth or adoption of the child.
- b. A child rearing leave may be granted for any portion of time up to 12 months.
- c. There shall be no illness/bereavement leave compensation during the child rearing period.

#### Section 2

Resumption of Benefits After Leave - All benefits to which a unit member was entitled at the time of receiving a leave of absence, including unused accumulated sick leave and family leave, will be restored to him/her upon his/her return, and he/she will be assigned to the same position or a similar position of like nature or status which he/she held at the time said leave commenced. The unit member will be compensated based on the last unit member salary paid and any negotiated increase for the forthcoming fiscal year service.

## ARTICLE XXIII

### MISCELLANEOUS

#### Section 1

Dues Deduction: When authorized in writing by the unit member the District shall deduct from his/her salary NSAMM and SAANYS membership dues and the District shall promptly transmit such deductions to the authorized organization or association.

#### Section 2

Travel: Managers required to use personal automobiles for necessary travel shall be reimbursed at the highest rate paid by the District for such travel which is in effect during the term of this Agreement plus the total costs of parking fees and tolls.

#### Section 3

The District shall continue to make reasonable provisions for the health and safety of its unit members during the hours of their employment. At the discretion of the Superintendent or his/her designee, the District will provide necessary safety provisions and/or equipment relative to each unit member's duties.

## ARTICLE XXIV

### DURATION

#### Section 1

This agreement shall be effective as of July 1, 2012, and shall remain in full force until midnight June 30, 2015.

#### Section 2

Neither party to this Agreement shall make or attempt to make any alteration, change, modification or variation of any of the items expressly covered by this Agreement unless it be a written mutually agreed amendment.



TAYLOR LAW AMENDMENT

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

NORTH SYRACUSE  
CENTRAL SCHOOL DISTRICT

ASSOCIATION OF  
MIDDLE MANAGERS

By Annette Speach  
Superintendent

By Jim D. Burke

Date 9/19/14

Date 9/19/14

Seal

Attest \_\_\_\_\_

Clerk

**APPENDIX A**  
**North Syracuse Central School District**  
**MIDDLE MANAGERS EVALUATION**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Key:** E = Excellent    C = Commendable    S = Satisfactory    NI = Needs Improvement

		E	C	S	NI
<b>PERSONAL CHARACTERISTICS</b>					
1	<b>ATTENDANCE</b> Is present as required.				
2	<b>PUNCTUALITY</b> Is punctual at meetings, at other required activities, and in project deadlines.				
3	<b>INITIATION/MOTIVATION</b> Demonstrates self-reliance in thinking, planning, and carrying out job requirements. Demonstrates initiative, desire to excel in his/her position.				
4	<b>DEPENDABILITY</b> Shows reliability and responsibility in carrying out instructions and completing assignments.				
5	<b>ATTITUDE</b> Demonstrates a positive attitude toward the District's goals and objectives, and toward his/her own personal goals and objectives.				
<b>COMMUNICATION SKILLS</b>					
1	<b>CLEAR and CONCISE</b> Shares knowledge and information effectively and appropriately.				
2	<b>LISTENING SKILLS</b> Listens actively. Matches listening skills and techniques to the situation.				
3	<b>CONFLICT RESOLUTION AND PROBLEM SOLVING</b> Identifies potential conflict and problem situations. Applies appropriate skills and techniques to resolve problems.				
4	<b>COOPERATION AND PARTICIPATION</b> Demonstrates ability and willingness to comprehend other points of view and incorporate them into potential solutions. Works willingly with others.				
5	<b>TEMPERMENT</b> Demonstrates ability to work under pressure and meet deadlines. Assumes responsibility for maintaining cooperative working relationships.				

		E	C	S	NI
<b>MANAGEMENT SKILLS</b>					
1	<b>JOB KNOWLEDGE</b> Applies job knowledge consistently and effectively and strives to enhance skills.				
2	<b>QUALITY OF WORK</b> Completes work with a high degree of accuracy.				
3	<b>QUANTITY OF WORK</b> Accomplishes appropriate amount of work within expected timelines. Adapts to additional workload as required.				
4	<b>JUDGMENT</b> Demonstrates ability to reason and reach sound decisions. Exercises good judgment regularly.				
5	<b>TIME MANAGEMENT AND ABILITY TO MEET DEADLINES</b> Demonstrates effective day-to-day task management. Provides complete work as requested on a regular basis and adjusts to flexible work demands.				
<b>SUPERVISION</b>					
1	<b>RELATIONSHIPS</b> Demonstrates cooperation, helpfulness and accessibility with community (when applicable), staff and district administration.				
2	<b>LEADERSHIP SKILLS</b> Assumes leadership role. Seeks better results, inspires high level of performance, builds and maintains effective teams.				
3	<b>PLANNING (LONG AND SHORT-RANGE)</b> Establishes and maintains priorities. Understands his/her scope of responsibility and plans accordingly.				
4	<b>SUPPORT FOR OTHERS</b> Assists staff members in establishing goals, objectives and strategies. Recognizes and encourages staff members' professional growth.				
5	<b>ESTABLISHES A POSITIVE CLIMATE</b> Assists in setting the tone for the department and district. Maintains appropriate standards for others as well as him/herself.				

<b>JOB SPECIFIC GOALS</b>	
1.	
2.	
3.	
4.	
5.	

Employee Signature

Supervisor Signature

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