

**AGREEMENT**

**between the**

**SYOSSET CENTRAL SCHOOL DISTRICT**

**COUNTY OF NASSAU, SYOSSET, N.Y.**

**And The**

**PROFESSIONALLY CERTIFIED**

**CHAPTER I AND HOURLY TUTORS**

**JULY 1, 2017 - JUNE 30, 2020**

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## SECTION I

### PREAMBLE

#### ARTICLE 1 - AGREEMENT BETWEEN THE SYOSSET CENTRAL SCHOOL DISTRICT AND THE PROFESSIONALLY CERTIFIED CHAPTER I AND HOURLY TUTORS

Pursuant to the requirements of Article 14 of the Civil Service Law entitled the Public Employees' Fair Employment Law (hereinafter referred to as the "Taylor Act"), to encourage and increase effective and harmonious working relationships between the Syosset Central School District, of the Town of Oyster Bay, Nassau County, New York (hereinafter referred to as the "District") and the Professionally Certified Chapter I and Hourly Tutors of the Syosset Central School District (hereinafter referred to as the "Tutors") and to establish the terms and conditions of employment of the employees of the District for the period of this Agreement, this Agreement is entered into between the District and the Tutors. This Agreement shall be effective July 1, 2017 and shall continue in effect on all terms and conditions through June 30, 2020.

## SECTION II

### RECOGNITION - GRIEVANCE AND PROCEDURES OF NEGOTIATION

#### ARTICLE 1 - RECOGNITION

For the purpose of collective negotiation, the District and the Tutors recognize the unit to be as follows:

Included: All certified Chapter I tutors and any hourly tutors.

Excluded: Itinerant teachers, day-to-day substitute teachers, and home tutors.

The Tutors affirm that they do not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such strike.

#### ARTICLE 2 - RESPONSIBILITIES OF THE BOARD, SUPERINTENDENT AND TUTORS

The Tutors and the District jointly recognize the legally defined responsibilities and powers of the Board of Education ("the Board"), the Superintendent, and the Tutors.

The Tutors and the District agree that, in consonance with its statutory obligations, the Board establishes District-wide policies, and appoints a Superintendent who establishes administrative rules and procedures for the District. Thus, both parties to this contract agree that this Agreement, the law, Board Policies, and administrative rules and procedures govern the educational process of the District.

The Tutors and the District agree that, in consonance with the Tutors' statutory obligations,

the Tutors represent the faculty within its community of interest, in full and open negotiations with respect to salary, wages, hours, and other terms and conditions of employment.

In view of the common goals of the Tutors and the District for the betterment of education in the District, the Board and the Superintendent have agreed to consult with the Tutors on matters of mutual educational concern, prior to establishment of policy by the Board and of administrative regulations by the Superintendent.

#### ARTICLE 3 - OBLIGATIONS UNDER TAYLOR ACT

The parties recognize that the Taylor Act was enacted by the State Legislature to promote harmonious and cooperative relationships between government and its employees and to protect the public by assuring at all times the orderly and uninterrupted operations and functions of government. To effectuate that policy the parties have entered into this Agreement.

#### ARTICLE 4 - RECOGNITION RIGHTS

The District recognizes the right of the Tutors, as the exclusive representative of the Chapter I and Hourly-Paid Tutors unit, to full and open negotiations with respect to salary, wages, hours, and other terms and conditions of their employment.

#### ARTICLE 5 - TERMS OF NEGOTIATIONS

The parties agree to negotiate on such matters at appropriate times as hereinafter set forth, and in accordance with the requirements of the Taylor Act, and to enter into written agreements determining such salaries, wages, hours, and other terms and conditions of employment.

#### ARTICLE 6 - NEGOTIATION PROCEDURE

Successor agreements which will be relative to wages, hours, terms and conditions of employment shall be negotiated by the Tutors at the time of negotiations for the agreement between the District and the Tutors for the regular school day.

Any employee benefits heretofore provided but not provided for herein shall be continued for the duration of this Agreement.

#### ARTICLE 7 - GRIEVANCE PROCEDURES

##### A. Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the District and its tutors is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to the alleged grievances of tutors through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the District and its tutors are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly procedures before administrative agencies and/or in the courts.

B. Definitions

1. A grievance is a claim by any tutor or group of tutors in the negotiating unit based upon any violation, misinterpretation, or misapplication of this Agreement.
2. The term supervisor shall mean any department chairperson, principal, assistant principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the chief executive officer.
3. The chief executive officer is the Superintendent of Schools.
4. Association shall mean Tutors Association.
5. Aggrieved party shall mean any person or group of persons in the negotiating unit filing a grievance.
6. Party in interest shall mean the grievance committee of the Association and any party named in a grievance who is not the aggrieved party.
7. Grievance committee is the committee created and constituted by the Tutors Association.
8. Hearing officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

C. Procedures

1. All grievance shall include the name and position of the aggrieved party, the identity of the provision of this Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
2. Except for informal decisions at Stage 1a, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of facts, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the tutor and the Association.
3. If a grievance affects a group of tutors and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.
4. The preparation and processing of grievances, insofar as practicable, shall

be conducted during the hours of employment. All reasonable efforts will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

5. The District and the Association agree to facilitate any investigation which may be required and to make available any and all non-confidential material and relevant documents, communications, and records concerning the alleged grievance.
6. Except as otherwise provided in E 1a and E 1b, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the Administration against the aggrieved party, any party of interest, any representative, any member of the grievance committee, or any other participant in the grievance procedure, or any other person by reason of such grievance or participation therein.
8. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the District and the Association. The chief executive officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
9. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
10. Nothing contained herein will be construed as limiting the right of any tutor having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent of ruling binding upon either of the parties to this Agreement in future proceedings. This informal adjustment procedure shall be in addition to the procedures set forth in paragraphs E 1 and E 4 inclusive.
11. The chief executive officer shall be responsible for accumulating and

maintaining an official grievance record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes, and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1a, and all written decisions at all stages. Official minutes will be kept at District expense of all proceedings in Stages 2, 3, and 4. In Stage 2, the minutes shall be by way of stenographic transcript unless both parties agree to waive such a transcript. A copy of such minutes will be made available to the aggrieved party and the grievance committee as soon as practicable after conclusion of the hearings at Stages 2, 3, and 4. Within two (2) days after the minutes are made available, any party in interest may advise the appropriate hearing officer of any claimed error in said minutes. Any such claim of error in the minutes shall become a part of the official grievance record and the hearing officer shall indicate his/her determination respecting such claimed error. The official grievance record shall be available for inspection and/or copying by the aggrieved party, by the grievance committee and by the District, but shall not be deemed a public record.

12. The existence of the procedure hereby established shall not be deemed to require any tutor to pursue the remedies here provided and shall not in any manner, impair or limit the right of any tutor to pursue other remedies. With respect to any one grievance, however, a tutor must elect between the procedures here provided and the other remedies available to him/her, and such election shall be final and binding.

D. Time Limits

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended by mutual agreement.
2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is filed at the first available stage within forty-five (45) school days after the tutor knew, or should have known, of the act or condition on which the grievance is based.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

E. Stages of Grievance

1. Stage 1: Supervisor

- a. A tutor having a grievance will discuss it with his/her supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest. If the tutor submits the grievance through a representative, the tutor may be present during the discussion of the grievance.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) days after the written grievance is presented to him/her, the supervisor shall render a decision thereon in writing, and present it to the tutor, his/her representative and the Association.

2. Stage 2: Chief Executive Officer

- a. If the tutor initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the tutor shall, within five (5) school days, present the grievance to the Association's grievance committee for its consideration.
- b. If the grievance committee determines that the tutor has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the chief executive officer within twenty (20) school days after the tutor has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- c. Within ten (10) school days after receipt of the appeal, the chief executive officer, or his/her duly authorized representative, shall hold a hearing with the tutor and the grievance committee or its representative and all other parties in interest, and within five (5) school days after the conclusion of the hearing, shall render a decision in writing to the tutor, the grievance committee and its representatives.

3. Stage 3: Board of Education

- a. If the tutor and the Association are not satisfied with the decision at Stage 2, the grievance committee will file an appeal in writing with the Board within fifteen (15) school days after receiving the decision at Stage 2. The official

grievance record maintained by the chief executive officer shall be available for the use of the Board.

- b. The Board may determine the appeal based on the record of proceedings and such other written information as the parties may wish to submit. The Board may also conduct a hearing in executive session. If the hearing is to be held it shall be within twenty-one (21) days after receipt of the appeal. The Board's determination of the appeal shall be within five (5) days after the conclusion of the hearing, or ten days after receipt of the appeal, whichever shall be later.

4. Stage 4: Arbitration

- a. If the tutor and/or the Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious and that appealing it is in the best interest of the school system, it may submit the grievance to arbitration by written notice to the District within fifteen (15) school days of the decision at Stage 3.
- b. Within fifteen (15) school days after such written notice of submission to arbitration, the District or its designee, and the Association, will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association.
- c. The selected arbitrator will hear the matter promptly and will issue his/her decision no later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issue.
- d. The arbitrator shall confine his/her decision to the application and interpretation of this Agreement, and he/she shall be without power or authority to make any decision (1) which is contrary to or inconsistent with the terms of this Agreement, (2) on any matter not included in this Agreement, or (3) which violates any provision of law or of

any rule or regulation having the force and effect of law.

- e. If made in accordance with his/her authority and jurisdiction under this Agreement, the decision of the arbitrator shall be final and binding upon all parties with respect to all matters submitted to him/her.
- f. The costs for the services of the arbitrator, including expenses, if any will be borne equally by the District and the Association.

#### ARTICLE 8 - GENERAL

If any provision of this Agreement or any application of the Agreement to any tutor or group of tutors shall be found contrary to law, such findings shall not affect, impair or invalidate the remainder of this Agreement, but shall be confined to such provision directly involved in the controversy in which such invalidity was determined.

### SECTION III

#### CONDITIONS OF EMPLOYMENT

#### ARTICLE 1 - COMPENSATION OF TUTORS

The parties have negotiated concerning salaries and other benefits affecting the compensation of the tutors for services rendered to the District. The results of said negotiations are hereinafter set forth in this Section.

##### A. Salary

Effective July 1, 2017, the hourly rate for tutors shall increase by one percent (1%) of the hourly rate in effect on June 30, 2017 to \$39.31. Effective July 1, 2018, the hourly rate shall increase by one percent (1%) of the hourly rate in effect on June 30, 2018 to \$39.70. Effective July 1, 2019, the hourly rate shall increase by one-half percent (0.5%) of the hourly rate in effect on June 30, 2019 to \$39.90.

##### B. Other Conditions

The specific days assigned for the school year shall be determined by the Board in accordance with allocations of Chapter I funds and other budgetary allocations. The scheduled days will include 2 conference days per year set at 5-hour per conference day rate.

The parties understand that the Administration will assign the number of hours

per day and particular students to be taught. However, every effort will be made to use assigned tutors up to the maximum time allowable in a day assuming students needs and budgetary allocations.

Effective September 1, 2010, the employee's per diem salary shall be paid up to three times per school year when school is cancelled for the entire day on a day on which the employee is otherwise scheduled to work.

C. Lunch Duty

According to the attached (Appendix 1) job description, the District shall have the right to utilize volunteers for duty during student lunch periods in the elementary schools. Persons so assigned will be paid an amount equal to the rate for emergency classroom coverage in the secondary schools for each 30-minute period served.

D. Payment Procedures

Tutors shall receive compensation in the following manner:

Approved time sheets are submitted through the building principal, deputy superintendent, and to payroll on the last day of each month.

Payment for that month's services shall be received by the employee on or after the 15th of the succeeding month.

E. Seniority

In the event that qualifications, ability to perform the job and prior work performance are equal, then laid-off Tutors shall be rehired in order of total District seniority as a Tutor.

F. Tax Sheltered Annuities

The District agrees to offer any TSA (Section 403(b)) product recommended by the majority of the TSA committee's members. The District may require that unit members sign a save-harmless agreement for products or companies added on or after July 1, 1998.

G. Health Insurance

The District will provide unit members who regularly work 10 hours or more per week the right to join the full-cost HIP Prime HMO. It is understood that the entire cost of this insurance will be borne by the unit members electing to purchase it. The District reserves the right to review tutor participation in any

HMO. Effective July 1, 2007, a domestic partner will be treated like a spouse for the purpose of health insurance.

H. Substituting

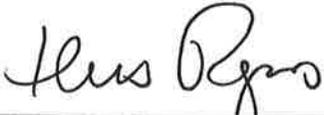
The District shall pay the tutors at their tutor rate of pay when they serve as per diem substitute teachers. This will not preclude a tutor from the right to be granted a teaching contract if he/she serves as a per diem teacher for the requisite period of time defined by District policy and/or practice.

I. Absences – Personal Illness

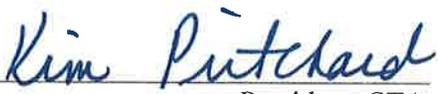
All employees, with the approval of the Superintendent and subject to review by the Board, shall be granted sick leave up to five (5) days per year. Such sick leave cannot be carried over beyond the year in which it is accrued. Sick leave will be paid based on the average number of hours worked per day. Unused sick leave cannot be reimbursed. Sick leave usage is limited to instances of legitimate personal illness. The employee may be required by the District, at the employee's expense, to document absences due to illness through the production from the treating health care provider of documentation acceptable to the District.

In witness whereof, the parties have executed this Agreement by their duly authorized representatives on this \_\_\_\_ day of \_\_\_\_\_, 2018.

Syosset Central School District  
Syosset, New York 11791

  
\_\_\_\_\_  
Superintendent of Schools

Tutors Association  
Syosset Central School District  
Syosset, New York 11791

  
\_\_\_\_\_  
President, STA

Board of Education  
Syosset Central School District  
Syosset, New York 11791

  
\_\_\_\_\_  
President, Board of Education

## **APPENDIX 1**

### **LUNCH DUTY**

Duties and responsibilities are limited to monitoring school building and grounds to ensure that only authorized persons are on campus. Serves as a referral source to teacher aides and school monitors for students who are misbehaving. Location of assignment will be determined by building principal or designee.