

AGREEMENT

between the

SYOSSET CENTRAL SCHOOL DISTRICT

COUNTY OF NASSAU, SYOSSET, N.Y.

And The

PROFESSIONALLY CERTIFIED

CHAPTER I AND HOURLY TUTORS

JULY 1, 2021 - JUNE 30, 2025

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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, 2021 and shall continue in effect on all terms and conditions through June 30, 2025.

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 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 proceedings before administrative agencies and/or in the courts.

B. Definitions

1. A grievance is a claim by a tutor, the STA, or by the STA on behalf of any tutor or group of tutors in the negotiating unit based upon any alleged violation, misinterpretation, or misapplication of this Agreement.
2. The term supervisor shall mean any district coordinators, principal, assistant principal, immediate superior, or other administrative or supervisory officer, responsible for the area in which an alleged grievance arises except for the Superintendent of Schools.
3. STA shall mean the Syosset Teachers' Association.
4. Aggrieved party shall mean the STA or any person or group of persons in the negotiating unit for whom the STA filed a grievance.

C. Procedures

1. All grievances 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. Each decision shall be promptly transmitted to the tutor and the STA.

3. If the grievance affects a group of tutors and appears to be associated with system wide policies, it may be submitted by the STA directly at Stage 1c described below.

If the district believes the grievant has filed the grievance at an incorrect stage, the grievant and the STA will be notified, and the grievance will be transferred to the correct stage.

4. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort 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 STA agree to facilitate any investigation which may be required and to make available any relevant documents, communications, and records concerning the alleged grievance.
6. 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 STA. The Superintendent shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
7. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
8. 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 STA, provided the adjustment is not inconsistent with the terms of this Agreement and the STA 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 respect, 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 procedure set forth in paragraphs E(1) to E(4), inclusive.
9. 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 in 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.

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 the written grievance is filed at the first available stage within forty-five (45) school days after the grievant 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, the parties' representatives and the STA 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. Informal Resolution. A tutor having a grievance will discuss it with the tutor's 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, and the STA elects to proceed, it shall be reduced to writing and presented to the supervisor. Within five (5) school days after the written grievance is presented to the supervisor, a decision thereon shall be rendered in writing, and presented to the tutor and the STA.

c. Stage 1c: Assistant Superintendent for Human Resources

- i. If the STA is not satisfied with the written decision at the conclusion of Stage 1b and wishes to proceed further under this grievance procedure, a written appeal of the decision at Stage 1b shall be filed with the Assistant Superintendent for Human Resources within twenty (20) school days after the STA has received the decision at Stage 1b. Copies of the written decision at Stage 1b shall be submitted with the appeal.
- ii. Within ten (10) school days after receipt of the appeal, the Assistant Superintendent for Human Resources or duly authorized representative, shall meet with the STA. The STA will be permitted to address its arguments in support of the appeal followed by response of the administration. Within twenty (20) school days after the conclusion of the meeting, the Assistant Superintendent for Human Resources or the designee will render a decision in writing sustaining or dismissing the appeal.

2. Stage 2: Superintendent of Schools

- a. If the STA is not satisfied with the written decision at the conclusion of Stage 1c and wishes to proceed further under this grievance procedure, a written appeal of the decision at Stage 1c shall be filed with the Superintendent of Schools within twenty (20) school days after the STA has received the decision at Stage 1c. Copies of the written decision at Stage 1c shall be submitted with the appeal.
- b. Within ten (10) school days after receipt of the appeal, the Superintendent of Schools or duly authorized representative, shall meet with the STA. The STA will be permitted to address its arguments in support of the appeal followed by response of the administration. Within twenty (20) school days after the conclusion of the meeting, the Superintendent of Schools or the Superintendent's designee will render a decision in writing sustaining or dismissing the appeal.

3. Stage 3: Board of Education

- a. If the STA is not satisfied with the decision at Stage 2, the STA may file an appeal in writing to the Board within fifteen (15) school days after receiving the decision at Stage 2. The record of the grievance shall be available for the use of the Board.

- b. The Board will conduct its review of the appeal in executive session. The STA will be permitted to address the Board with its arguments in support of the appeal followed by response of the administration. Its review shall be within twenty-one (21) days after receipt of the appeal. The Board's determination of the appeal shall be within ten (10) days after its review, or twenty (20) days after receipt of the appeal, whichever shall be later.

4. Stage 4: Arbitration

- a. If the STA is not satisfied with the decision at Stage 3, it may submit the grievance to arbitration by written notice to the Superintendent of Schools 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 parties shall request a list of arbitrators pursuant to the Rules for Voluntary Labor Arbitration of the American Arbitration Association.
- c. The selected arbitrator will hear the matter promptly and will issue the decision not later than sixty (60) 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. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusion on the issues.
- d. The arbitrator shall confine the decision to the application and interpretation of this Agreement and 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 the arbitrator's 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 the arbitrator.
- f. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the District and the STA.

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, 2021, the hourly rate for tutors shall increase by one and one-half percent (1.5%) of the hourly rate in effect on June 30, 2021 to \$40.90. Effective July 1, 2022, the hourly rate shall increase by one and one-half percent (1.5%) of the hourly rate in effect on June 30, 2022 to \$41.51. Effective July 1, 2023, the hourly rate shall increase by one and one-half percent (1.5%) of the hourly rate in effect on June 30, 2023 to \$42.13. Effective July 1, 2024, the hourly rate shall increase by one and one-half percent (1.5%) of the hourly rate in effect on June 30, 2024 to \$42.76.

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

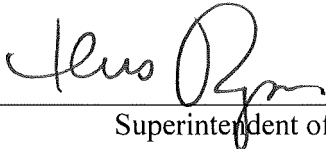
The District shall pay the tutors at their tutor rate of pay when they serve as per diem substitute teachers. This will not preclude a tutor from the right to be granted a teaching contract if he/she serves as a per diem teacher for the requisite period of time defined by District policy and/or practice.

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 6th day of July, 2023.

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.