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#### **Contract Database Metadata Elements**

Title: **Utica City School District and Utica Schools Intermediate Supervisors Unit, International Brotherhood of Teamsters (IBT), Local 182 (2000) (MOA)**

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Union: **Utica Schools Intermediate Supervisors Unit, International Brotherhood of Teamsters (IBT)**

Local: **182**

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9155

CONTRACT  
FOR THE SCHOOL YEARS

- 2000-01
- 2001-02
- 2002-03
- 2003-04
- 2004-05
- 2005-06

BETWEEN THE  
UTICA SCHOOLS INTERMEDIATE SUPERVISORS' UNIT  
OF  
TEAMSTERS LOCAL 182  
AND  
UTICA CITY SCHOOL DISTRICT  
UTICA, NEW YORK

**RECEIVED**  
DEC 16 2004  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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## ARTICLE 1

### RECOGNITION

- 1:01 The Board of Education recognizes the Utica Schools Intermediate Supervisors' Unit of Teamsters Local 182 for the purpose of collective negotiations, pursuant to the Public Employees' Fair Employment Act, as the exclusive representative of a negotiating unit consisting of the purchasing agent, maintenance foreman, assistant school lunch director, traveling food service supervisor and traveling monitor supervisor of the School District. (The parties agree that any employee whose remuneration is based on less than half of an annual salary for their position is not entitled to benefits such as vacation, sick leave, holidays, etc. The parties agree that the union representation of any employees who are not permanently tenured or who are on a probationary appointment in no way diminishes management's rights with respect to such employee's evaluation and continued employment with the District).
- 1:02 During the life of this Agreement, the Board agrees to negotiate exclusively with the Utica Schools Intermediate Supervisors' Unit of Teamsters Local 182 and in no way will the Board negotiate with any other organization.
- 1:03 Unless otherwise indicated, employees in the Bargaining Unit will hereinafter be referred to as "unit employees".

## ARTICLE 2

### NEGOTIATION PROCEDURES

- 2:01 The parties agree that no later than February 1 of the contract expiration year they will enter into collective negotiations.
- 2:02 It is further understood and agreed that the agreements reached by the representative bargaining committees are subject to ratification by the Board of Education and the membership of the Utica Schools Intermediate Supervisors' Unit of Teamsters Local 182.
- 2:03 The Board agrees that it will provide the Unit with copies of the tentative budget when available.
- 2:04 The term "collective negotiations" shall include "salaries, wages, hours and other conditions of employment" as defined in Article 14, Section 201 of the Civil Service Law of the State of New York.
- 2:05 IMPASSE: Steps to be followed:
- Step 1. Impasse can be declared by either party at any time or may be determined by PERB at 120 days prior to end of contract.
  - Step 2. Mediation: PERB assigns Mediator (to effect settlement)
  - Step 3. Fact-finding: PERB assigns fact finder (submits findings, facts, and recommendations to parties)
  - Step 4. Superconciliation: PERB assigns Superconciliator
- With tentative agreement at either Steps 2, 3 or 4, parties return to the table.
- Step 5. Ratification or approval meeting
- After Step 5, continued negotiations may proceed without approval/ratification and Step 5 repeated.
- Step 6. Contract ratification by both parties - Board of Education and Bargaining Unit.

ARTICLE 2  
(Continued)

- 2:06 It is understood and agreed that no agreement, alteration or modification of any of the terms of this Collective Bargaining Agreement shall be made or recognized unless executed in writing between the Board and the Unit.
- 2:07 If any provision or application of this Agreement shall be found contrary to law, then such provision or application will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions and applications will continue in full force and effect.
- 2:08 The Board will make available a copy of this Agreement to each unit employee covered by ARTICLE 1, Recognition.

## ARTICLE 3

### GRIEVANCE PROCEDURE

3:01 Intent - It is the expressed intent of the parties to provide a means for the orderly settlement of grievances, as hereinafter defined, in a fair and equitable manner.

3:02 Definitions

- a. A "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application. The term "immediate supervisor" shall mean the individual having direct line responsibility over the unit employee or group of unit employees filing the grievance.
- b. The aggrieved party may be an individual unit employee covered by this Agreement, a group of such unit employees, the unit and the Board of Education, or the administrative staff of the Utica City School District.

3:03 General - The parties agree that during the term of this Agreement grievances shall be resolved as provided in the Grievance Procedure outlined below. It is further agreed that, if either party to the Agreement fails to answer or appeal the grievance within the time limits specified, unless extended by mutual consent, the grievance shall automatically be appealed to the next step or be considered to have been answered satisfactorily, whichever the case may be. It is understood that when the time limit extends into a school recess or vacation period the parties will either:

- (a) endeavor to agree with a mutually satisfactory date for an answer to be forthcoming or (b) discuss the complaint at the resumption of activities immediately following the recess or vacation period.



ARTICLE 3  
(Continued)

3:04 Procedure -

- a. Step 1. Any unit employee having a grievance or any one (1) designated member of a group having a grievance must, in each instance, discuss the complaint with her/his immediate supervisor. The unit employee, if she/he so desires, may be represented by a steward or some other individual of her/his choice. Following the rendering of a decision by the unit employee's immediate supervisor, the employee, if dissatisfied with that decision, may file a complaint in writing to the immediate supervisor. The immediate supervisor shall render a decision to the unit employee within five (5) working days of the date the complaint was first submitted in writing to her/him by the unit employee.
  
- b. Step 2. If the complaint is not resolved in the manner set forth above, the unit and/or the unit employee shall, within five (5) working days, resubmit the complaint in writing, sign the complaint and formally request the matter be reviewed by the Director of Personnel who shall meet with the parties within five (5) working days and shall attempt to arrive at an equitable solution. The Director of Personnel shall render her/his written decision within five (5) working days of the meeting described above.
  
- c. Step 3. In the event a satisfactory settlement is not reached in Step 2, the unit and/or the unit employee may within five (5) working days, formally request the matter be reviewed by the Superintendent of Schools or her/his designated representative who shall meet with the unit employee, her/his Teamsters Local 182 representative, a representative of the unit and the supervisors involved within five (5) working days. The Superintendent or her/his designated representative shall render a decision within five (5) working days of the meeting noted immediately above.

ARTICLE 3  
(Continued)

- d. Any grievance within the scope of the Agreement, on which the Arbitrator is empowered to rule and which is not settled under Step 3 of the Grievance Procedure herein provided, may be submitted to an Arbitrator as hereinafter specified in Section 3:06.

3:05 No written grievance will be entertained by the unit and will be deemed waived unless the written grievance is processed at the proper step within 45 days after the alleged grievance occurred.

3:06 Arbitration:

- a. Notice of intent to appeal any grievance to an Arbitrator shall be filed with the Superintendent of Schools within five (5) working days after receipt of the New York State Mediation Board's recommendation in the Fourth Step of the Grievance Procedure. If such notice is not received by the District within the five (5) working days referred to, then the decision of the District under the Grievance Procedure shall be final.
- b. Within five (5) working days after a grievance has been appealed to arbitration, a representative of the union and the District will meet to select an Arbitrator to whom the matter will then be submitted.
- c. If an Arbitrator is not agreed upon within ten (10) days of the Notice of Intent to submit to Arbitration, the party or parties shall request the American Arbitration Association (Syracuse Regional Office) to submit the names of seven (7) proposed Arbitrators. The Arbitrator shall be chosen by the parties alternately striking a name from the list. The order of striking names shall be determined by lot.
- d. The Arbitrator shall have no power to add to, or subtract from, or modify any of this agreement, or any other terms made supplemental hereto, or to arbitrate any new provision into this agreement. The Arbitrator's authority is to interpret and apply provisions of this agreement.
- e. The Arbitrator shall render her/his decision within thirty (30) calendar days after the closing of the Arbitration proceedings. The award shall be signed by the Arbitrator and one (1) copy of the award shall be delivered or mailed to each of the parties. Nothing in this agreement shall preclude the Arbitrator from rendering an immediate decision upon the closing of the hearing if mutually agreeable to the parties.

**ARTICLE 3**  
**(Continued)**

- f. There shall be no appeal from the Arbitrator's decision, which will be final and binding on the Union and its members, the employee or employees concerned and the School District.
  
- g. The cost for the services of the Arbitrator, including fees and expenses, if any, shall be borne equally by the District and the Union. The cost of any additional services required by either party shall be borne by the party requesting such additional services.

## ARTICLE 4

### TRANSFERS AND PROMOTIONS

#### 4:01 Voluntary Transfers

1. All permanent openings including new positions and vacancies covered by the terms of this Agreement shall be posted in each school building and the Administration Building for a period of at least two (2) calendar weeks.
2. Any opening, if necessary, may be filled on a temporary basis for the period of the posting and during the time necessary to consider applicants for such vacancy.
3. General conditions covering voluntary transfers:
  - a. A letter requesting a transfer shall be directed to the Director of Personnel with a copy forwarded to the immediate supervisor. Such letter must be received by the Director of Personnel in accordance with due dates as specified in the posting.
  - b. The individual requesting a transfer shall be interviewed by the supervisor under whose jurisdiction the opening exists within five (5) working days of the formal request for such transfer.
  - c. If the interviewing supervisor denies the request for the transfer, the unit employee may, at her/his discretion, request an interview with the Director of Personnel as soon as possible.

ARTICLE 4  
(Continued)

- d. In the event the Director of Personnel also denies the transfer the unit employee may appeal to the Superintendent of Schools for a hearing. Present at the hearing will be the unit employee, her/his present supervisor and the supervisor having the vacancy.
- e. In recommending approval or disapproval of the transfer, the following will be taken into consideration:
  - i. The effect of the transfer on the operational output of the department or school the unit employee seeks to vacate.
  - ii. The suitability of the petitioner for the position she/he holds and that which she/he seeks.
  - iii. The rationale behind the request.
- f. In the event two or more unit employees request transfer to the same position, such transfer will be granted to that unit employee covered by the terms of this Agreement who has the greatest length of continuous service within title providing all other qualifications are equal.

4:02 Involuntary Transfer

On occasion it may become necessary to make involuntary transfers of unit employees subject to the terms of this Agreement. When such transfers become necessary, the following procedure will govern:

ARTICLE 4  
(Continued)

- a. Written notice of such involuntary transfer, together with the reasons therefore, will be given to the unit employee as soon as is practicable, but in no event later than two (2) weeks prior to the effective date of such transfer.
- b. No involuntary transfer will be made unless there is a meeting between the Director of Personnel and the unit employee to be transferred. The employee may request that a union representative be at the meeting.
- c. In the event that the unit employee objects to such transfer she/he may file a grievance under the provisions of Article 3, Grievance Procedure. Such grievance will be filed directly in the Third Step of the procedure.
- d. Unit employees subject to the terms of this Agreement who are being involuntarily transferred shall be notified of the vacancies available in their Civil Service area. If the unit employee so desires, she/he may request the vacancies, in order of preference, to which she/he desires to be transferred. In the event of an involuntary transfer, the preference of the unit employee will be given consideration if there is more than one (1) vacancy to which she/he may be transferred.

ARTICLE 4  
(Continued)

4:03 Promotions

Any qualified unit employee may apply for a new position at the time it is posted. In filling such new position, the Superintendent agrees that the senior qualified bidder will be promoted.

4:04 Civil Service Regulations

It is understood and agreed that, in the filling of any vacancy, the Rules and Regulations of the Civil Service Commission of the City of Utica, where applicable, will be followed.

4:05 Termination

In the event it becomes necessary to terminate the services of any unit employee by this Agreement, the Board agrees to provide the unit employee two (2) weeks notice of such termination.

## ARTICLE 5

### EVALUATION

- 5:01 The immediate supervisor will evaluate each unit employee covered by the terms of this Agreement.
- 5:02 Such evaluation of permanent Civil Service personnel will be forwarded to the Director of Personnel by the responsible evaluator no later than April 1st of the contract year. Each evaluation must be discussed with the unit employee involved and must be signed by the unit employee evaluated before such evaluation is forwarded to the Director of Personnel.
- 5:03 Probationary Civil Service employees must be evaluated at least two (2) months before the termination of the six-month probationary period. Nothing contained herein shall prohibit a probationary employee from requesting an evaluation. Both the evaluator and the unit employee evaluated shall sign the completed evaluation form before such form is forwarded to the Director of Personnel. Nothing contained herein shall prohibit a probationary unit employee from requesting an evaluation prior to the fourth (4) month mentioned immediately above.
- 5:04 A unit employee who has been evaluated may appeal such evaluation to the Director of Personnel if she/he so desires. In this event, it will be the responsibility of the Director of Personnel to conduct a hearing with the unit employee and the evaluator. The unit employee may, if she/he so requests, be represented by her/his unit officer.
- 5:05 An evaluation shall be conducted each year for the first three (3) years of employment. Thereafter, an evaluation shall be conducted each year until such time as the unit employee is permanently appointed to a position. Thereafter, an evaluation shall take place every three (5) years.



## ARTICLE 6

### LEAVES OF ABSENCE

#### 6:01 Leaves of Absence for Reason of Ill Health

All full-time unit employees are entitled to be absent from work because of personal illness, including pregnancy, or the presence of a contagious disease in the family without loss of pay in accordance with the conditions listed below:

- a. Unit employees subject to the terms of this Agreement shall be credited with one (1) sick day per month for each month worked to a total of ten (10) working days per year (for those unit employees whose term of employment is ten (10) months) or a total of twelve (12) days per year (for those unit employees whose term of employment is twelve (12) months).
- b. Accumulation of unused sick leave days shall be limited to a total of two hundred fifty (250) days for all unit employees subject to this Agreement. Unused personal leave days are accruable to sick leave.
- c. Sick Leave Bank. The days for said bank to be supplied by the members of the unit. The rules for the bank will be developed by the unit and the administration of the bank shall be by the unit.
- d. Upon presentation of a doctor's certificate stating the necessity for a leave of absence due to ill health, including pregnancy, a leave of absence will be granted by the Board for the duration of the illness as estimated by the unit employee's physician or for the duration of the unit employee's accumulated paid sick leave allowance, whichever occurs first.

In the event the sick leave extends beyond the length of the unit employee's accumulated paid sick leave allowance, the leave of absence with pay due to ill health, will be automatically changed to an unpaid leave. In no case, however, shall a leave of absence for reason of ill health exceed one (1) year from the original date of the leave.

ARTICLE 6  
(Continued)

- e. Before returning from such a leave, the unit employee may be required, prior to and as a condition of her/his return to duty, to be examined by the School District Medical Director in order to establish that she/he is not disabled from the performance of her/his normal duties.

6:02 Leave for Personal Reason

Upon presentation of a reason satisfactory to the Board, an unpaid leave of absence for personal reasons may be granted at the discretion of the Board, subject to the rules and regulations of the Civil Service Commission of the City of Utica, New York.

6:03 General Conditions Governing Leaves of Absence

Unless explicitly stated otherwise in the particular section covering an extended leave of absence, the following regulations will govern all leaves of absences.

- a. All leaves will be without pay.
- b. All benefits to which a unit employee would be entitled were she/he not on leave will be suspended for the duration of such leave, including accumulation of sick leave.

ARTICLE 6  
(Continued)

- c. All benefits to which a permanent Civil Service employee was entitled at the time of her/his leave of absence commenced, including unused accumulated sick leave, will be restored to her/him upon her/his return and she/he will be assigned to the same position which she/he held at the time of such leave if possible, or to a substantially equivalent position.
- d. An employee returning from leave will be placed on the same level of the salary schedule she/he was on when the leave commenced.
- e. All requests for leaves, extensions or renewal will be applied for in writing. Confirmation of the approval of the leave of absence, extension or renewal will also be in writing.
- f. It will be the responsibility of the unit employee on leave of absence for a year to notify the Director of Personnel in writing of her/his intention to return to work at least forty-five (45) days prior to the expiration date of such leave. Unless such written notice is received by the specified time period, the unit employee will be considered to have voluntarily resigned.
- g. A unit employee on an unpaid leave of absence because of ill health or maternity reasons may continue her/his Health Insurance Program providing she/he pays the full cost of such Insurance Program.

ARTICLE 6  
(Continued)

6:04 Upon retirement, bargaining unit members will be paid for unused sick days under the following conditions:

- a. A member must have a minimum of fifty (50) unused sick days accumulated at the date of retirement to be eligible to be paid for unused sick days.
- b. Unused sick days in the amount of 1-50 shall be paid at the rate of \$10.00 per day.
- c. Unused sick days in the amount of 51-250 shall be paid at the rate of \$15.00 per day.
- d. Payment for unused sick days shall be to a maximum of 250 days and no payment shall be made for accumulated sick days above 250 upon retirement.
- e. Payment for unused sick days shall commence for unit members who retire on or after July 1, 1985.
- f. Bargaining unit members who retire must be eligible to retire under the New York State Employees Retirement System.

## ARTICLE 7

### TEMPORARY ABSENCE

- 7:01 A temporary absence is defined as absence of a single day for any reason whatsoever, including sick days. In the case of absence due to illness, if such illness exceeds five (5) working days, the unit employee, upon presentation of a doctor's certificate, may elect to exhaust accumulated sick leave before applying for a leave of absence due to ill health as provided in ARTICLE 6, Leaves of Absence.
- 7:02 In cases of individual temporary absences other than illness, the unit employee must make application to the immediate supervisor at least five (5) working days prior to the intended absence. Such application may be made orally, but must be confirmed in writing within three (3) working days of the oral request. The procedure for notification of absence due to illness is covered in ARTICLE 8, Absences.
- 7:03 The following temporary or personal days of absence with pay shall be in effect during the life of this Agreement.
- a. Three (3) personal days to conduct compelling personal business which cannot be conducted outside of normal school hours. Personal leave may be taken for religious observance, legal responsibilities, family illness, medical appointments and emergencies of a personal nature.
  - b. Unused personal leave days will automatically accumulate as additional sick leave days at the close of each school year. Unit employees not using personal leave will accumulate four (4) sick leave days for the year.

**ARTICLE 7**  
**(Continued)**

7:04 The policy of personal paid absence days as outlined in Paragraph 7:03 immediately above places the following responsibilities on the employees of the Bargaining Unit:

- a. A personal absence day cannot be taken immediately prior to or following a holiday or holidays or a vacation or recess.
- b. A personal absence day must be taken as an individual day and cannot be combined with another personal absence day unless permission has been granted by the immediate supervisor.

7:05 Absence due to death in the immediate family:

- a. Any unit member will be entitled to be absent for a maximum of five (5) working days because of the death of a member of her/his immediate family during a bereavement period of seven (7) calendar days commencing on the date of death.
- b. The immediate family, for the purpose of this section, is defined as a husband, wife, father, mother, brother, sister, child, grandchild, grandmother, grandfather, mother-in-law, father-in-law and members of the family not defined above who reside with the unit employee.
- c. Employees subject to the terms of the agreement shall receive payment for the days they are excused from work under this Section providing they submit evidence satisfactory to the Director of Personnel that they attended the funeral.

ARTICLE 7  
(Continued)

7:06 Absence due to death other than in the immediate family:

- a. In the event of the death of a member of the family other than those listed in 7:05 b. above, an employee will be entitled to one (1) day with pay to attend the funeral.
- b. For the purpose of this Section, the word "family" is confined to direct blood relationships, i.e., uncle, aunt, nephew or niece; or through marriage, i.e., brother-in-law or sister-in-law.
- c. Unit employees shall receive payment for the day they are excused from work under this Section providing they submit evidence satisfactory to the Director of Personnel that they attended the funeral.
- d. Any unit employee desiring a temporary absence under this provision must, whenever possible, request such absence of her/his immediate supervisor at least one (1) day prior to the date of the funeral.

7:07 Absence because of required legal proceedings:

- a. Any unit employee required to be absent because of an appearance in any legal proceeding connected with her/his employment or with the school system, for the performance of jury duty, or because she/he has been subpoenaed in a legal matter in which she/he is not personally involved, will be excused from work and paid for such absence under the following conditions:
  - i. She/he notifies her/his immediate supervisor as early as possible prior to her/his required attendance at court.
  - ii. She/he reimburses the School District for any fees she/he may receive as a juror or witness, exclusive of travel allowance.
  - iii. She/he supplies her/his immediate supervisor with satisfactory evidence of having appeared in court for the reason or reasons outlined in a., immediately above.

7:08 Dental and Medical Appointments

- a. Leave for Dental and Medical visits shall be allowed without loss of pay. Any such absence in excess of two (2) hours will be charged to earned sick leave credits. Leave of this type will result in the charge of a half-day sick leave for each excess.

## ARTICLE 8

### ABSENCES

- 8:01 In the event a unit employee is unable to report for his/her regular assignment as scheduled because of personal illness or because of an emergency situation, it shall be the responsibility of the unit employee to report the absence by 7:00 a.m.
- 8:02 It is further understood that a unit employee who has been ill is responsible for notifying her/his immediate supervisor no later than 3:30 P.M. of the day before she/he intends to return to work.

## ARTICLE 9

### PERSONAL INJURY BENEFITS

- 9:01 Unit employees subject to the terms of this Agreement are covered by Workers' Compensation Insurance which protects them in case of accidents while on duty. No matter the extent of injury, each occurrence must be reported immediately to the building principal or the unit employee's immediate supervisor.
- 9:02 Unit employees who are injured in the course of duty and who remain away from work because of such injury in excess of five (5) working days shall have the option of utilizing five (5) sick days, to have their sick accrual be reimbursed by 2/3 upon receipt of reimbursement from worker's compensation by the District or the employee may opt not to utilize sick leave during the initial five (5) days and opt to receive the compensation amount reimbursed to the District.



ARTICLE 10

HEALTH INSURANCE

- 10:01 a. The Board agrees to pay the full cost of the premium for the unit employee and sixty percent (60%) for the unit employee's dependents.
- b. For bargaining unit members hired on or before 12/31/77, the District shall pay the Health Insurance premiums of the retired unit members at the following rates:

Those retired between 9/1/64 & 2/1/70 - 50%/35%

Those retired between 2/1/70 & 2/1/74 - 100%/50%

Those retired after 2/1/74 - 100%/60%

This premium payment shall continue until the death of the bargaining unit member or voluntary withdrawal from the Health Insurance Program, whichever occurs first.

Bargaining unit members hired after December 31, 1977 shall not be eligible for health insurance benefits payable by the District at the time of their retirement, but shall be allowed to continue in the plan by making full premium payments through the District.

- 10:02 No matter regarding the provisions of the Health Insurance Program or the share of the premium cost borne by the Board will be subject to the Grievance Procedure established in this Agreement.
- 10:03 The parties agree that the district is involved in an ongoing search for cost effective ways to provide health insurance benefits to unit members. The parties agree that the way in which the District provides such benefits will continue to be open for negotiation during this contract term. Until the manner of the provision of such benefits is agreed to by the parties, the present health insurance coverage remains in effect.

## ARTICLE 11

### DUES DEDUCTION

11:01 In the event that the Unit requests dues deduction for its members during the term of this Agreement, the Board agrees to institute a dues deduction plan for those who voluntarily request that such dues be deducted from their pay.

#### 11:02 Agency Fee

The Utica City School District shall deduct from the wage or salary of employees in the bargaining unit as set forth in Article 1 of the Collective Bargaining Agreement, between the Utica City School District and the Utica Schools Intermediate Supervisors' Unit of Teamsters Local 182, who are not members of the Utica Schools Intermediate Supervisors' Unit of Teamsters Local 182, the amount equivalent to the dues levied by the Utica Schools Intermediate Supervisors' Unit of Teamsters Local 182, and shall transmit the sum so deducted to the Utica Schools Intermediate Supervisors' Unit of Teamsters Local 182 in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York. The Utica Schools Intermediate Supervisors' Unit of Teamsters Local 182 affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect (but only for the life of this agreement) so long as the Utica Schools Intermediate Supervisors' Unit of Teamsters Local 182 maintains such procedure.

The agency shop fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement. The agency shop fee for the period of July 1, 2000 to June 30, 2006 shall be deducted according to the schedule for membership dues deduction.

ARTICLE 12

WORKING CONDITIONS

12:01 Hours of Work

The hours of work for unit employees subject to the terms of this Agreement are as follows:

a.

Assistant Director/Food Services - 7 ¼ hours worked per day  
Plus one (1) hour unpaid lunch.

Traveling Food Service Supervisor – 7 hours worked per day  
Plus one (1) hour unpaid lunch

Traveling Monitor Supervisor – 7 hours worked per day  
Plus one (1) hour unpaid lunch

Maintenance Foreman – 8 hours worked per day  
Plus one (1) hour unpaid lunch

Purchasing Agent 7 ¼ hours worked per day  
Plus one (1) hour unpaid lunch

b. Overtime: Employees covered by this Agreement will be paid at a rate of time and one half for:

1. Time worked in excess of eight (8) hours per day.
2. All time worked on Saturdays or Sundays except that time which is part of a regularly scheduled workweek.

c. Protection: As provided by Section 3023 of the Education Law, the District will save harmless and protect all employees from financial loss arising out of the claim, demands suit or judgment by alleged negligence or other act resulting in accidental bodily injury to any person, or accidental damage to any property of any person within or without the school building provided such employee at the time of the accident or injury was acting in the discharge of her/his duties of the scope of her/his employment. However, the District will not be responsible for such protection unless the employee within ten (10) days of the time she/he is served with any notice of action, delivers the original or a copy of the summons, process, complaint, notice, demand or pleading to the District.

ARTICLE 12

(Continued)

- d. As provided by Section 3028 of the Education Law, the District shall provide an attorney or attorneys and pay such attorney's fees and expenses necessarily incurred in the defense of an employee in any action as described in paragraph c, immediately above, and subject to the same conditions and limitations.

12:02 Paid Holidays

Twelve (12) month employees are eligible for fourteen (14) paid holidays. A schedule of holidays will be issued on or before August 1 of each year. The schedule may be amended as necessary to conform to the school calendar when adopted:

The holidays are identified as follows:

Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Recess – 2 days  
Christmas – 2 days  
New Year's – 2 days  
Martin Luther King Jr. Day  
Presidents' Day  
Good Friday  
Memorial Day

- a. In the event that other holidays are declared by the Board of Education, Bargaining unit employees may also be eligible for additional paid holidays. In the event that one of these holidays falls during the unit employee's vacation, the unit employee will receive an extra day of vacation.

12:03 The adoption of the school calendar will have a direct bearing on all paid holidays for unit employees. It is further agreed that the above paid holidays are binding only in the event that they coincide with the legal holidays that are established by the Board of Education in the final determination of the school year covered by the terms of this Agreement.

ARTICLE 12  
(Continued)

12:04 Conference Day

A maximum of one (1) bargaining unit stewards will be granted permission without loss of pay to attend an appropriate workshop, seminar or conference, not to exceed two (2) days each fiscal year, together with a total expense allowance of \$300.

12:05 Conditions of Employment

- a. Unit employees are not to utilize school district telephones nor utilize work time for the purpose of making or receiving personal phone calls. The only exception to this will be in the case of extreme necessity.
- b. Unit employees will limit their A.M. and P.M. break-time to 15 minutes maximum.
- c. Failure to adhere to above is subject to disciplinary action.
- d. The district shall provide ten days of time to bargaining unit for the conduct of unit activities. This time shall be apart from time devoted to attendance at mediation, arbitration and bargaining sessions. When exercising the use of this time the unit will notify the Superintendent of Schools in advance, or as soon as practicable in emergency situation.
- e. Inservice Training:  
Maximum of five (5) hours per year per unit employee.

12:06 In the event of an emergency closing of the district for snow, or other conditions beyond the school district's control, members of this unit shall be entitled to such time as paid time off. Should the district recall members of this unit on such days, those employees shall be remunerated for such time at their regular daily rate.

12.:07 Half Day of Work

A half day of work shall be defined as fifty (50) percent of that employee's regular scheduled hours of employment, rounded to the nearest ten minutes, with no lunch break.

12:08 Bulletin Boards

Bulletin Boards at every worksite for the sole purpose of posting bargaining unit notices, memos, etc. In case of Administration Offices, a bulletin board on every floor.

ARTICLE 13  
VACATIONS

13:01 All full-time twelve (12) month unit employees shall be entitled to the following paid vacation as per the following schedule:

1. Current employees (hired before June 30, 1992):

1-a. 10 days (1 to 5 years) to be taken with immediate supervisor's approval beginning with anniversary date of employment (1st year) and for each year and up to the end of the fifth (5th) year inclusive.

1-b. 15 days (6 to 10 years) to be taken with immediate supervisor's approval within anniversary date of employment beginning with sixth (6th) year and allowed each year up to the end of the tenth (10th) year.

1-c. 20 days (11 to 15 years) to be taken with immediate supervisor's approval within anniversary date of employment beginning with eleventh (11th) year and allowed each year up to the end of the fifteenth (15th) year.

2. New employees (hired after July 1, 1992):

2-a. 5 days (1 to 3 years) to be taken with immediate supervisor's approval beginning with anniversary date of employment (1st year) and for each year to the end of the third (3rd) year inclusive.

2-b. 10 days (4 to 5 years) to be taken with immediate supervisor's approval beginning with fourth (4th) year and for each year up to the end of the fifth (5) year.

2-c. 15 days (6 to 10 years) to be taken with immediate supervisor's approval within anniversary date of employment beginning with sixth (6th) year and allowed each year up to the end of the tenth (10th) year.

2-d. 20 days (11 to 15 years) to be taken with immediate supervisor's approval within anniversary date of employment beginning with eleventh (11th) year and allowed each year up to the end of the fifteenth (15th) year.

13:02 Twelve (12) month unit employees shall be entitled, in addition to the above, to take the following days with immediate supervisor's approval within anniversary date of employment:

- . beginning with 16th year - 22 days
- . beginning with 17th year - 23 days
- . beginning with 18th year - 24 days
- . beginning with 19th year - 25 days
- . beginning with 20th year - 26 days

## ARTICLE 14

### RETIREMENT

14:01 a. All full-time unit employees must join the New York State Employees' Retirement System. Employees are required to follow all rules and regulations set forth by the retirement system and to make mandatory contributions as required.

14:02 Retirement Incentive Plan:

50% of final annual salary payable in three (3) installments: 1/3rd on day of retirement, 1/3rd six months later, and final 1/3rd at end of the year.

Retirement Incentive Program details on pages 27-29.

## RETIREMENT INCENTIVE PROGRAM

The Retirement Incentive Program of the Utica City School District shall be in effect for the Utica Schools Intermediate Supervisors' Unit of Teamsters, Local 182 in the Utica City School District under the following terms and conditions:

1. Participants must be full-time employees of the Utica City School District duly covered by the Collective Bargaining Agreement by and between the Utica Schools Intermediate Supervisors' Unit of Teamsters, Local 182.
2. Participants must be eligible to retire in accordance with all of the rules and regulations of the New York State Retirement System or the New York State Employees Retirement System as of the effective date of retirement.
3. Participants must send to the school district, by certified mail, return receipt requested, a letter of retirement which shall be irrevocable. Such letter shall be completed on the form attached and addressed to:

Mr. James Salamy, Director of Personnel  
Utica City School District  
1115 Mohawk Street  
Utica, NY 13501-3709

4. Participants with an effective date of retirement, must submit a retirement letter as provided for in subparagraph "3" above, no later than thirty (30) calendar days from time of anticipated retirement date.
5. Participants in this plan will receive, as an incentive for retirement, one-half (1/2) year's final annual salary for the school year, to be paid as follows: one-third (1/3) at the time of retirement; one-third (1/3) six (6) months later; and final one-third (1/3) at end of year. One-half (1/2) of the final annual salary will be received, less appropriate deductions, and will specifically exclude any and all additional compensations received above their final annual salary schedule pay.
6. Participants shall be allowed, at their option, to continue dependent health insurance coverage, if eligible, as provided by the Utica City School District. In the event a participant opts, by written authorization, to continue said coverage, the District shall deduct from the payments made pursuant to this plan, any and all health insurance premiums attributable to the continued health insurance coverage from each of the three (3) payments made to the participant.



UTICA SCHOOLS INTERMEDIATE SUPERVISORS' UNIT  
OF TEAMSTERS LOCAL 182  
UTICA CITY SCHOOL DISTRICT

RETIREMENT INCENTIVE PROGRAM

\_\_\_\_\_  
(Date)

Board of Education  
Utica City School District  
1115 Mohawk Street  
Utica, New York 13501-3709

TO THE BOARD OF EDUCATION:

I, \_\_\_\_\_, do hereby formally notify you that I will  
retire from all employment with the Utica City School District effective \_\_\_\_\_.

I understand and agree that this letter is irrevocable and may not be withdrawn by me at  
any time.

\_\_\_\_\_  
(Signature)

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c: Teamsters, Local 182

ARTICLE 15

SALARIES

Purchasing Agent:

<u>2000-2001</u>	<u>2001-2002 (2.50%)</u>	<u>2002-2003 (2.50%)</u>	<u>2003-2004 (2.50%)</u>
\$41,613	\$42,653	\$43,720	\$44,813
<u>2004-2005 (2.50%)</u>	<u>2005-2006 (2.50%)</u>		
\$45,933	\$47,081		

Maintenance Forman:

<u>2000-2001</u>	<u>2001-2002 (2.50%)</u>	<u>2002-2003 (2.50%)</u>	<u>2003-2004 (2.50%)</u>
\$50,310	\$51,568	\$52,857	\$54,178
<u>2004-2005 (2.50%)</u>	<u>2005-2006 (2.50%)</u>		
\$55,533	\$56,921		

Assistant School Lunch Director:

<u>2001-2002</u>	<u>2002-2003 (2.50%)</u>	<u>2003-2004 (2.50%)</u>	<u>2004-2005 (2.50%)</u>
\$40,594	\$41,609	\$42,649	\$43,715
<u>2005-2006 (2.50%)</u>			
\$44,808			

Traveling Food Service Supervisor:

<u>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005 (2.5%)</u>	<u>2005-2006 (2.5%)</u>
\$10.90	\$11.23	\$11.51	\$11.80

Traveling Monitor Supervisor:

<u>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005 (2.5%)</u>	<u>2005-2006 (2.5%)</u>
\$9.89	\$10.19	\$10.45	\$10.71

Retroactive payments shall be made to bargaining unit members where applicable. Retro payments to be made as soon as possible after ratifications of the agreement.

ARTICLE 16

LONGEVITY

16:01

A. With the inception of this agreement each eligible member of the bargaining unit shall receive longevity according to the following schedules:

1. \$300 at the beginning of the 11th year of service
2. \$300 at the beginning of the 16th year of service
3. \$300 at the beginning of the 21st year of service
4. \$300 at the beginning of the 26th year of service
5. \$300 at the beginning of the 31st year of service

All service credited must be with the Utica City School District.

B. Effective 07/01/04, each eligible member of the bargaining unit shall receive longevity according to the following schedules:

1. \$350 at the beginning of the 11th year of service
2. \$350 at the beginning of the 16th year of service
3. \$350 at the beginning of the 21st year of service
4. \$350 at the beginning of the 26th year of service
5. \$350 at the beginning of the 31st year of service

C. Effective 07/01/05, each eligible member of the bargaining unit shall receive longevity according to the following schedules:

1. \$400 at the beginning of the 11th year of service
2. \$400 at the beginning of the 16th year of service
3. \$400 at the beginning of the 21st year of service
4. \$400 at the beginning of the 26th year of service
5. \$400 at the beginning of the 31st year of service

\*\*\* Karen Pulice and Kathy Gruzzi will be given credit for time served with the Utica City School District for the purpose of calculating longevity.

## ARTICLE 17

### NON-DISCRIMINATION


17:01 The District hereby agrees not to refuse to hire or discharge any unit employee or otherwise discriminate against any individual with respect to her/his compensation terms and/or conditions of employment because of race, creed, color, sex, age, handicap or national origin. It is further understood and agreed that nothing will be done to limit, segregate or otherwise adversely affect her/his status as an employee because of her/his race, creed, color, sex, age, handicap or national origin. The Union also agrees that it will not discriminate because of race, creed, color, sex, age, handicap or national origin.


ARTICLE 18

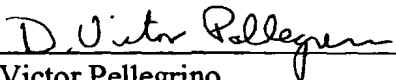
DURATION OF AGREEMENT


This Contract shall be effective as of July 1, 2000 and shall continue in effect through June 30, 2006 subject to an annual reopening as follows:

In the event either party wishes to amend this Agreement, notice may be given by February 1st of each year during the life of this Agreement. Negotiations concerning such proposed amendment shall proceed in accordance with the provisions of Article 2 of this agreement. Amendments resulting from such negotiation shall take effect beginning the following July 1st or at such other time as may be mutually agreeable to the parties.

  
\_\_\_\_\_  
Lorraine Laurino  
Chief Steward *Business Agent*  
Teamsters Local 182

  
\_\_\_\_\_  
Daniel Lowengard  
Superintendent of Schools  
Utica City School District

  
\_\_\_\_\_  
D. Victor Pellegrino  
President  
Utica Board of Education

  
\_\_\_\_\_  
Frank Conestabile  
Chief Negotiator  
Utica Board of Education

Date 3/13/03

Date 3/13/03


**MEMORANDUM OF AGREEMENT BETWEEN THE  
UTICA CITY SCHOOL DISTRICT  
AND THE  
UTICA SCHOOLS INTERMEDIATE SUPERVISORS' UNIT  
OF TEAMSTERS LOCAL 182**


The parties agree that the Utica City School District shall provide group health insurance coverage for the members of the Utica Schools Intermediate Supervisors' Unit of Teamsters, Local 182 and their dependents as defined under the terms and conditions of the Municipal Employer Participation Agreement of the NYS Teamsters Council Health and Hospital Fund.

Coverage shall continue to be made available to the members of the Utica Schools Intermediate Supervisors' Unit of Teamsters, Local 182 for the duration of the participation agreement with the NYS Teamsters Council Health and Hospital Fund. Employee premium contributions percentages shall continue as contained under Article 10:01 (b) of the current collective bargaining agreement.

If the participation agreement with NYS Teamsters Council Health and Hospital Fund is terminated, insurance coverage will be governed by the terms of the current collective bargaining agreement.

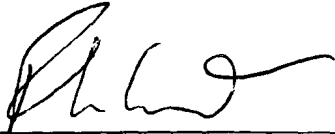
Implementation of this coverage shall occur within a reasonable time period following final approval between the District and the NYS Teamsters Council Health and Hospital Fund.

  
\_\_\_\_\_  
For the District:

  
\_\_\_\_\_  
For the Union:

**MEMORANDUM OF AGREEMENT BETWEEN THE  
UTICA CITY SCHOOL DISTRICT  
AND THE  
UTICA SCHOOLS INTERMEDIATE SUPERVISORS' UNIT  
OF TEAMSTERS LOCAL 182**

The parties herein agree upon acceptance by all District bargaining units that at the discretion of the District, bargaining unit employees will receive payment of wages on the 15<sup>th</sup> and 30<sup>th</sup> of each month. If either of these dates falls on a Saturday, Sunday or holiday the paycheck will be distributed on the last workday prior to the scheduled payday.



\_\_\_\_\_  
For the District:



\_\_\_\_\_  
For the Union: