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

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6368

**AGREEMENT**  
**BETWEEN THE**  
**MOHAWK VALLEY BUILDING AND CONSTRUCTION**  
**TRADES COUNCIL**  
**AFL-CIO**



**AND**

**UTICA CITY SCHOOL DISTRICT**  
**UTICA, NEW YORK**



**EFFECTIVE**  
**JULY 1, 2004 – JUNE 30, 2009**

**RECEIVED**

**DEC 16 2004**

**NYS PUBLIC EMPLOYMENT**  
**RELATIONS BOARD**

16

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## P R E A M B L E

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (the Public Employees' Fair Employment Act) to encourage and increase effective and harmonious working relationships between the Utica City School District and the Mohawk Valley Building and Construction Trades Council (hereinafter referred to as the "Union") so that the cause of public education may best be served in Utica, New York.

## **ARTICLE 1 - RECOGNITION**

The School District recognizes the Union for the purpose of collective negotiations, pursuant to the Public Employees' Fair Employment Act, as the exclusive representative of a negotiating unit consisting of all members of the Maintenance Staff on permanent tenure or probationary appointment.

During the duration of this Agreement, the Board agrees to negotiate exclusively with the Union and in no way will the Board negotiate with any other organization or any individual maintenance worker, for the purposes of this Agreement.

Unless otherwise indicated, employees in this unit will be hereinafter referred to as "Maintenance Employees".

## ARTICLE 2 - NEGOTIATION PROCEDURE

- 2:01 If either party to this agreement desires to amend or change any terms of this agreement, they shall notify the other party in writing at least 90 days prior to the termination of this agreement.
- a) The parties agree to cooperate in arranging meetings of a mutual convenience inclusive of dates, frequency, starting time and duration of each meeting.
- 2:02 The procedure to be employed in the conduct of the negotiating sessions will be developed by mutual agreement and will follow wherever possible the format established by professional negotiators in New York State.
- 2:03 During negotiation, the Board and the Union will present relevant data, exchange points of view and make proposals and counter-proposals. Both parties will endeavor to be constructive in their approach to negotiations at all times.
- 2:04 The Board will provide the Union with 2 copies of the tentative budget for the next fiscal year in accordance with Section 2516 of the Education Law.
- 2:05 If such an agreement (Contract) is not included by 1 May, either party may request the State Public Employment Relations Board to assist the parties in reaching agreement. Such mediation and fact-finding will be governed by the provisions of the Section 209 of the Taylor Law. Otherwise an impasse in negotiations will occur if the parties concur that they are at an impasse.
- 2:06 Such negotiations shall concern "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."
- 2:07 No final contract agreement will be executed without ratification by the majority of the membership of the Union and that of the Superintendent/Board of Education.
- 2:08 The provisions of this Agreement will be incorporated into and be considered part of the established policies of the Board of Education.
- 2:09 If any provision of this Agreement or any application of the Agreement to any Maintenance Worker or group of Maintenance Workers 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 or applications will continue in full force and effect.

**Article 2 - Negotiation Procedure (continued)**

- 2:10 Copies of this Agreement will be printed at the expense of the Board and given to all Maintenance Workers now employed or hereinafter employed by the Board within two weeks after its execution or upon commencement of employment if that occurs later.
- 2:11 It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

## ARTICLE 3 - GRIEVANCE PROCEDURE

3:01 Intent - It is the expressed intent of the Board of Education of the Utica City School District to provide a means for the orderly settlement of the grievance as hereinafter defined in a fair and equitable manner.

3:02 Definitions:

- a). Grievance: A "grievance" for the purpose of this procedure shall be defined as any claimed violation of a provision of this Agreement.

It is understood that the term "grievance" shall not include any matter involving an employee rate of compensation, retirement benefits, disciplinary proceeding, or any matter, which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

- b). Immediate Supervisor: The employee's immediate supervisor is understood to be the individual having line responsibility, and to whom the employee directly reports as indicated in Article 10:14.
- c). Chief Administrator: The Chief Administrator is understood to mean the Superintendent of Schools for the Utica City School District.
- d). Representation: A representative shall mean the person or persons designated by the aggrieved employee to act in his behalf.
- e). No school administrator or supervisor shall coerce, interfere with, restrain, discriminate against, penalize or commit acts of reprisal against any employee in the exercise of any rights provided in these procedures.

### **Article 3 - Grievance Procedure (continued)**

#### **3:03 Procedure:**

**Step 1:** Any employee having a grievance or any one (1) designated member of a group having a grievance may, within 30 days of the occurrence or the alleged grievance, discuss his complaint orally and informally with his immediate supervisor. The employee, if he so desires, may be represented at this meeting and all subsequent meetings by an individual of his own choosing. The immediate supervisor shall render a written decision to the employee within five (5) scheduled working calendar days of the date the complaint was first orally discussed with him by the employee. It is understood that the time limit established by this Procedure shall be observed in each instance.

**Step 2:** If the complaint is not resolved in the manner set forth above, the employee shall, within five (5) scheduled working calendar days, reduce his complaint to writing, sign the complaint, and formally request that the matter be reviewed by the individual next in line of authority, who shall meet with the parties within five (5) scheduled working calendar days of the date of the written appeal and shall attempt to arrive at an equitable solution. No written appeal shall be honored at any Step of the Procedure if it does not contain the written answer of the supervisor in the previous step. The supervisor to whom the request for review has been directed shall render his written decision within five (5) scheduled working calendar days of the meeting described above. The same consideration afforded the time limit established in Step 1 of the Procedure shall also be given those established in this and subsequent steps of the Procedure.

**Step 3:** If the complaint has not been resolved in Step 2, the employee may within five (5) scheduled working calendar days, formally request the matter be reviewed by the Director of Personnel or another designee of the District. Who shall meet with the employee, his representative, and the supervisors involved. The Director of Personnel or another designee of the District shall render a written decision within five (5) scheduled working calendar days of the date of the meeting noted above.

**Step 4:** If the complaint has not been resolved in Step 3, the employee may within five (5) scheduled working calendar days, appeal to the Superintendent for a hearing. The Superintendent will hold a hearing of all parties involved. The Superintendent shall render a decision in the matter within ten (10) calendar days after the Superintendent's hearing.

### Article 3 - Grievance Procedure (continued)

**Step 5:** If the decision of the Superintendent as provided in Step 4 is not satisfactory, the Union may, within ten (10) working days, file a notice with the Board that the grievance is to be submitted to arbitration in accordance with the procedure outlined in Section 3:04 below. If such notice of submittal of arbitration is not received by the board within the time limit specified, unless mutually extended, the decision rendered in Step 4 shall be final.

#### 3:04 Arbitration:

- a). Selection of the Arbitrator
  1. Within five (5) working days after a grievance has been appealed to arbitration, a representative of the Union and of the District will meet to select an arbitrator to whom the matter will then be submitted.
  2. If an arbitrator is not agreed upon by the parties within ten (10) working days of the date grievance was first appealed to arbitration, the parties shall request the American Arbitration Association to submit the names of five (5) arbitrators. The parties will attempt to agree on one (1) of these five (5) as an arbitrator. If no agreement is reached on one (1) of the five (5) than the parties shall request the American Arbitration Association to submit the name of one (1) arbitrator, not included in the five (5) names previously furnished, who will be the arbitrator.
- b). The arbitrator shall hear the grievance in dispute and shall render his decision in writing within thirty (30) calendar days from close of the hearing. Four (4) copies of the award shall be signed by the arbitrator, two (2) copies of which shall be delivered or mailed to each of the parties to the Agreement.
- c). The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement, nor shall he, in any case, issue an award which has the effect of limiting or interfering with the operation of any application provisions of law.
- d). Regardless of the outcome of the grievance submitted to arbitration, costs thereof shall be borne by both parties to the dispute, share and share alike. Such costs will be limited to the arbitrator's fees and expenses and shall include the cost of a stenographic record if ordered by the arbitrator. The cost of any additional services required by either party shall be borne by the party requesting these additional services unless mutually agreed by the parties to share such costs.
- e). The decision of the arbitrator shall be final and binding on both parties.

#### **ARTICLE 4 - LAYOFF**

- 4:01 If at any time it is necessary to institute a reduction in force, seniority within classification shall be the sole factor governing said reduction.
- 4:02 The most senior laid-off employee will be the first recalled. (No new employees will be hired until the last laid-off employee is recalled.)

**ARTICLE 5 - EVALUATION OF NON-TEACHING PERSONNEL**

- 5:01 Effective evaluation of the non-teaching staff is designed to improve performance of duty and to supply the school district with a rational standard for judging the competencies of the Civil Service employees during the six (6) months probationary period.
- 5:02 The non-teaching employees who would be concerned with this process and the individual responsible for making the evaluation are outlined in the following table:

<u>Employee</u>	<u>Evaluator</u>
Maintenance Staff	Foreman, in conjunction with the Superintendent of Buildings and Grounds

- 5:03 Such evaluation of permanent Civil Service personnel shall be forwarded to the Personnel Administrator by the responsible evaluator no later than April 1. Each evaluation must be discussed with the employee involved and must be signed by the employee evaluated before such evaluation is forwarded to the Personnel Administrator.
- 5:04 In the rating of permanent Civil Service personnel, the Superintendent of Buildings and Grounds are requested to present to the Personnel Administrator, prior to April 1st, a checklist or evaluation scale for each non-teaching employee under his jurisdiction. This report should be discussed with the employee and should carry the signature of both the evaluator and the employee.
- 5:05 In evaluating the performance of a probationary Civil Service employee, the checklist or rating scale should be completed by the Superintendent of Buildings and Grounds during the fourth month of employment of that individual. The evaluation form should then be signed by all who are involved in the process, including the individual evaluated.

## **Article 5 - Evaluation of Non-Teaching Personnel (continued)**

5:06 Broad areas to be evaluated:

- a. Knowledge of area of specialty
- b. Performance of assigned duties
- c. Personal suitability
- d. Fulfillment of obligations
- e. Ethical conduct

Each of the five broad areas will be divided into more specific sub-topics for checklist evaluation purposes.

5:07 If the performance of a non-teaching employee, probationary or permanent, is less than satisfactory, descriptive reports explaining in detail the areas of weakness should be documented.

5:08 Appeal of an individual evaluation may be initiated by any employee to the Personnel Administrator in the presence of the employee and the evaluator. The employee instituting the appeal may have representation from his or her local union, if he or she so requests.

5:09 Employees shall have the right at reasonable times to examine their personnel files.

## ARTICLE 6 - LEAVES OF ABSENCE - WITH PAY

6:01 All full-time employees shall be entitled to be absent from work without pay loss, in accordance with the following conditions:

- a) Employees subject to the terms of this agreement shall be credited with sick leave credits as follows:
  1. 12 month salaried employees, 1 day per month to a total of 12 days per year.
  2. Accumulated sick leave shall be unlimited on the account of a single employee subject to this agreement.
  3. Employees shall be entitled to be absent due to illness without loss of pay.
    - a) In the event an employee is unable to report for his regular assignment as scheduled because of personal illness or other emergency provided for in this section, it shall be the responsibility of the employee to report his impending absence as soon as possible, but in no event later than 7:00 A.M. of the day he is scheduled to report.
    - b) All absences for reasons of illness, maternity leave may be verified by the Utica City School District.
    - c) Leave of absence without pay loss in excess of five days because of illness, maternity leave will be granted upon presentation of a doctor's certificate stating the necessity for such absence.
    - d) Leaves of absence without pay loss for illness, maternity leave shall be deducted from accumulated sick leave credits and shall be limited by the total of such accumulated sick leave credits.
    - e) Should a leave of absence for illness exceed the total sick leave credits then the leave will be subject to the provisions of Article 7 Leaves of Absence Without Pay.
    - f) Before returning from leave for reason of illness, maternity leave, the employee may be required, prior to and as a condition of his return, to be examined by a physician selected and paid by the Utica City School District to determine that no disability exists.

## Article 6 - Leaves of Absence - With Pay (continued)

- 6:02 Employees shall be entitled to be absent from work without pay loss due to the presence of contagious disease or serious illness in the immediate family in residence with the employee. Such absence shall be certified necessary by the attending physician and shall be limited to five (5) days provided the employee has sufficient accumulated sick leave credits. Such absence to be deducted from accumulated sick leave credits.
- 6:03 Employees shall be entitled to be absent from work without pay loss because of the death of a member of his immediate family. Such absence shall be for a maximum of five (5) working days provided,
- 1) The employee submits satisfactory evidence of the death and the relationship of the deceased.
  - 2) Immediate family shall be defined as follows:
    - a) Spouse
    - b) Father or Mother
    - c) Child
    - d) Brother or Sister
    - e) Daughter-in-law, Son-in-law, Mother-in-law, or Father-in-law
    - f) Grandchildren
- 6:04 Employees shall be entitled to be absent without pay loss of one (1) day in order to attend the funeral of a member of his family other than those listed as immediate family under the following conditions:
- 1) The employee submits satisfactory evidence of the death, the relationship and funeral attendance.
  - 2) For the purpose of this section, "family" shall be confined to direct blood relationship such as grandfather, grandmother, uncle, aunt, nephew, or niece or through marriage, such as brother-in-law, sister-in-law, grandfather-in-law and grandmother-in-law.
- 6:05 PERSONAL LEAVE: Each employee shall be entitled to be absent without pay loss for 24 hours in a single fiscal year for personal business or medical treatment which cannot be scheduled before or after working hours, provided the following conditions are complied with:

## Article 6 - Leaves of Absence - With Pay (continued)

- a) Such leave cannot be taken immediately prior to or following a holiday or a vacation or recess. This includes the Friday preceding a holiday or vacation or recess which falls on the following Monday and the Monday following a holiday or vacation or recess which falls on the preceding Friday. Exceptions, due to extenuating circumstances may be granted upon written request and prior approval from immediate supervisor.
- b) Such leave cannot be combined with another personal absence day.
- c) Unused personal leave in each fiscal year will be credited to the employee's sick leave.
- d) If an employee uses no personal leave in a single fiscal year, then that employee will be credited with four (4) days accumulated sick leave in addition to any regular credited sick leave accumulation.

### 6:06 Absence because of required Legal Proceedings:

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

**Article 6 - Leaves of Absence - With Pay (continued)**

- 6:07 Military Leave: Military Leave beyond 30 calendar days will be without pay.
- 6:08 Since the primary responsibility of the staff is to the welfare of the students, regular attendance on the part of the staff is necessary for the continuity of the educational process. Failure to observe and follow regulations covering reporting impending absences, medical certification of absences where required and making applications for leave will be sufficient cause for denying requests for leave or loss of pay for unauthorized absences for invalid reasons.
- 6:09 BENEFITS: All fringe benefits will continue in force during the period an employee is absent from work and receiving full pay. This includes payment of Health Insurance premiums and accrual of sick leave and vacation credits.

## ARTICLE 7 - LEAVES OF ABSENCE WITHOUT PAY

7:01 In the event that illness and/or maternity leave requires that an employee be absent from work for a period greater than covered by the employee's accumulated sick leave credits and upon presentation of a doctor's certificate stating the necessity for the continued absence, the Board will grant a one year leave of absence without pay.

- a) Such leave may be extended for an additional year as provided in Section 7:03.
- b) Before returning from such a leave, the employee may be required, prior to and as a condition of his return to work, to be examined by a doctor provided by the School District in order to establish that he is able to perform his normal duties.

7:02 Military Leave beyond 30 calendar days will be without pay.

Upon return from such leave, the employee will be considered as if he were actively employed by the Board during the leave and will receive the salary he would have achieved had he not been granted the leave.

7:03 Leave for Personal Reasons:

Upon presentation of a reason satisfactory to the Board, an unpaid leave of absence for personal reasons may be granted for a period not to exceed one (1) year. Extension of such leave 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.

7:04 Child Care Leave

- a) Any employee shall be granted, upon written application, a child care leave of up to one (1) year which shall be without pay or increment and for a period of one year. Any such leave, which is for less than a full year, must terminate at the completion of the semester in which such leave is commenced, or at the end of the following semester.
- b) An employee who adopts an infant child will be eligible for leave of absence of up to one (1) year subject to the conditions of the child care provisions of this section. Application for such leave should be made as early as possible prior to adoption.

7:05 Leave of Absence for Union Activities:

Officers of the Union will be granted temporary leaves of absence with pay to attend Union conferences, meetings or conventions.

## **Article 7 - Leaves of Absence Without Pay (continued)**

### **7:06 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 absence.

- a) All leaves of absence will be without pay.
- b) All benefits to which an employee would be entitled were he not on leave will be suspended for the duration of such leave, including accumulation of sick leave.
- c) All benefits to which a permanent Civil Service employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, will be restored to him upon his return and he will be assigned to the same position which 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 level of the salary schedule he was on when the leave commenced.
- e) All requests for leaves, extensions or renewals will be applied for in writing. Confirmation of the approval of the leave, extension or renewal will also be in writing.
- f) It will be the responsibility of the employee on leave of absence for a year to notify the Personnel Administrator, in writing, of his intention to return to work at least two (2) months prior to the expiration of such leave. Unless such written notice is received, the employee will be considered to have voluntarily resigned.
- g) An employee on leave of absence without pay, because of ill health or maternity reason may continue to carry the Health Insurance Program, provided payment for the total premium is made to the School District.

## ARTICLE 8 - PERSONAL INJURY BENEFITS

8:01 All employees of the Utica City School District are protected under Worker's Compensation Insurance. Employees who are injured during the normal course of their employment are entitled to medical care and reimbursement for loss of pay as provided under the Worker's Compensation Law.

8:02 Employees may elect to receive full pay from accumulated sick leave credits but only to the extent of accumulated sick leave.

OPTION 1: The employee may elect to be removed from the payroll starting with the first working day of such absence, and be returned to the payroll on the first day of his return to work. The employee would receive only those benefits provided for by the Worker's Compensation Law.

OPTION 2: Wherefore present regulations do not provide for Worker's Compensation payments during the first seven calendar days of an absence due to an injury unless the absence exceeds fourteen calendar days, the employee may elect to draw one day of sick leave for each working day he is absent during the first seven calendar days of his absence, and to be removed from the payroll on the first working day following the seventh calendar day of such absence, and to be returned to the payroll on the first day of his return to work. If the absence has exceeded fourteen days and the employee receives Compensation Benefits for the first week's absence, the employee shall reimburse the Board an amount equal to one week's compensation benefits.

OPTION 3: The employee may elect to draw one day of sick leave for each day of such absence to the extent that accumulated sick leave permits. The employee must return to the School District all Workers' Compensation payments received on account of such absence.

8:03 Sick leave credits will be reinstated at the rate of one (1) day for each full days reimbursement is paid to the District for absence due to a single compensable injury.

8:04 Unless otherwise notified immediately and specifically by the employee, the Board will follow Option 2.

## **Article 8 - Personal Injury Benefits (continued)**

8:05 When a regularly employed service employee is absent from his employment and unable to perform his duties as a result of personal injury caused by an assault occurring in the course of his employment or as a result of personal injury influenced or brought about by an assault directed at a student, a fellow employee or another individual, and the service employee has not been personally negligent with reference to the incident, he will be paid his full salary during his absence from his employment up to a period of one (1) year. The amount of any weekly Workmen's Compensation benefit awarded for temporary disability due to such injury will be paid to the Board by the employee. The total of such reimbursement shall not exceed a sum equal to the number of weeks of absence multiplied by the weekly compensation benefit.

No part of such absence will be charged to his annual sick leave. The determination of the Workmen's Compensation Board will be final in determining the validity of the absence.

8:06 The School District will reimburse employees for reasonable cost of replacing or repairing dentures, eyeglasses, hearing aid, or similar bodily appurtenances not covered by Workmen's Compensation, which are damaged, destroyed or lost as a result of an injury sustained in the course of the employment when the employee has not been personally negligent with reference to the incident.

8:07 The School District will reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his duties within the scope of his employment when the employee has not been personally negligent with reference to the incident.

## ARTICLE 9 - HEALTH INSURANCE

All insurance benefits inclusive of optional coverage disability will be negotiated. Until a side letter of agreement is negotiated, present insurance coverage remains in effect.

- 9:01 The District will make available to bargaining unit members a major medical, dental, vision and prescription drug insurance plan. The employer may change health insurance carriers or benefits, as long as the benefits provided are substantially similar.
- 9:02 The District will pay 100% of the health premium for the employee and 60% of the premium required to cover the dependents of the employees. Employees hired on or after 07/01/04 the District will pay 75% of health premium for the employee and 60% of the premium required to cover the dependents of the employee.
- 9:03 When an employee is removed from the payroll for any reason whatsoever, he is responsible for paying the full premium for Health Insurance coverage for the period he is off the payroll.
- 9:04 No matter respecting the provisions of the Health Insurance Program will be subject to the grievance or arbitration procedure established in this Agreement.
- 9:05 When an increase in premium is necessary, the Board will endeavor to notify employees of the change at least thirty (30) days prior to the date the increased premium is deducted from the employees' pay.
- 9:06 There shall be participating by the Building and Trades Unit on any ad-hoc advisory committee that is formed by the District to study health insurance benefits, which includes other employee organizations.
- 9:07 The District will pay 50% of premium for health insurance (maximum premium payout by the District not to exceed \$5,000 annually for single coverage and not to exceed \$10,000 annually for family) coverage, at the time of retirement for those employees hired on or after 07/01/04. Bargaining unit members hired prior to 06/30/04, will receive at the time of retirement health insurance paid by the District at 100% of the health premium for the employee and 60% of the premium required to cover the dependents or as otherwise provided for by law or mutual agreement.
- 9:08 Health Insurance Buyout
- a) Effective the fiscal year commencing July 1, 2004, a health insurance 'opt-out' payment will be available to employees who are otherwise eligible for participation in the health plan with contributions by the employer. Any individual electing to "opt-out" must provide proof of alternative insurance coverage through another source.

## Article 9 – Health Insurance (continued)

- b) Eligible employees must elect the “opt-out” no later than January 15 preceding the fiscal year in which the “opt-out” will be effective (unless a qualifying event, as defined by the IRS Section 125 plan, occurs which will allow the employee to “opt-out” at any time during the plan year). Such election must be made in writing on a form provided by the Utica City School District and accompanied by proof of alternative health coverage. For the initial year only (2004-2005) such election must be made by August 15, 2004, in such year the “opt-out” amount specified below shall be prorated to reflect the period of time during the July 1 – June 30 period that insurance is waived.
- c) New employees who become employed after the election dates specified above may elect the option at any time up to the time of the next election window and receive a prorated “opt-out” amount based upon the length of time employed in the fiscal year of the “opt-out.”
- d) In the event that an employee loses his/her alternative health insurance coverage due to a qualifying event (as defined by the IRS Section 125 Plan) she/he shall be able to re-enter the health plan in accordance with the rules and regulations to the plan. Any employee who re-enters the plan shall only be entitled to the pro-rata amount of the “opt-out” amount.
- e) The “opt-out” amounts shall be as follows:
  - Waiver of individual health coverage: \$500
  - Waiver of individual and dependent health coverage: \$1,500
- f) “Opt-out” amounts shall be paid by separate check (minus any pro-ration) at the conclusion of the school year.
- g) Unit members who wish to participate in the buyout program are responsible for discussing plan restriction with the carrier prior to enrolling.

## ARTICLE 10 - WORKING CONDITIONS

- 10:01 Employment Status: It is understood and agreed that, as a condition of continued employment, all persons presently employed and all those hereafter employed in classifications covered in the Recognition Clause of this Agreement shall comply with the rules and regulations of the Civil Service Laws of the City of Utica and the State of New York. Job descriptions for positions included in the recognition clause shall be attached to the contract for informational purposes only; and shall not be subject to the grievance procedure.
- 10:02 Non-Discrimination: The Board hereby agrees not to refuse to hire or to discharge any employee or otherwise discriminate against any individual with respect to his compensation, terms and/or conditions of employment because of race, creed, color, sex, age or national origin. It is further understood and agreed that nothing will be done to limit, segregate or otherwise classify employees in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee because of his race, creed, color, sex, age or national origin. The Union also agrees that it will not discriminate because of race, creed, color, sex, age or national origin.
- 10:03 Union Activities: The Board agrees that it will not interfere with, restrain or coerce the employees because of Union membership or lawful activity in the Union, nor will it discriminate in hiring or will it attempt to discourage membership in the Union.
- 10:04 Hours of Work: The regular work day for full-time employees shall consist of eight (8) hours.
- 10:05 Workweek: "For the purpose of this Agreement and to facilitate keeping records of hours worked in compliance with the Federal Fair Labor Standards Act, as amended, the calendar workweek will start at 12:01 on Saturday and end at 12:00 Midnight of the following Friday."

The regularly scheduled workweek may consist of any 40-hour assignment during five (5) days of the calendar workweek.

For the duration of this agreement no employee of record will be assigned a regularly scheduled workweek other than one, which starts on Monday and ends on Friday, except on a voluntary basis.

## Article 10 - Working Conditions (continued)

10:05A All members of the bargaining unit who do not become or remain members of the Union shall pay to the Union a service charge as a contribution towards the cost of administration of this agreement and Union representation. The amount of such service charge shall be equivalent to the dues required of the members of that respective Trade Union. The service fee shall commence thirty one (31) days after employment for new employees who do not become members of the Union and immediately for employees who de-authorize dues deductions and shall be deducted by the District subject to the provisions of applicable law once monthly.

### 10:06 Overtime

- a) Effective as of the legal effective date of the salary increases provided in this agreement, employees covered by the terms of this agreement will be paid at the rate of time and one half for:
1. Time worked in excess of eight (8) hours in one day.
  2. All time worked on Saturday or Sunday except that time which is part of a regularly scheduled workweek.
  3. All time worked on holidays provided in Article 13. This is to be in addition to pay for the holiday.

10:07 Reporting Pay: An employee who reports to work for whom no work is provided shall be paid a minimum of two (2) hours wages, unless he has been notified at least twelve (12) hours prior to his reporting time not to report.

An employee who reports to work for an emergency shall be paid a minimum of three (3) hours at any time other than immediately before or after their normal work schedule.

10:08 Vacations: Full-time twelve (12) month employees, during their first forty-eight (48) months of employment shall receive five-sixths ( $5/6$ ) of one (1) day of vacation for each full month of employment. Such vacation cannot exceed ten (10) days in any twelve (12) month period.

## Article 10 - Working Conditions (continued)

Full-time twelve (12) month employees, following completion of the first forty-eight (48) months of service, shall receive one and one-quarter (1-1/4) days for each full month of employment. Such vacation cannot exceed fifteen (15) days in any one fiscal year. Beginning July 1, 1983, full-time, twelve (12) month employees will receive vacation credits at the rate of 1 2/3 days for each full month of service following the completion of 108 months of total service. Total accumulation not to exceed 20 days in one (1) fiscal year. Vacations earned in one (1) fiscal year must be used in the following fiscal year.

It is understood that vacation days cannot be accumulated.

### 10:09 Vacation Pay:

- a) The rate of vacation pay per week shall be the regular rate of pay of the employee.
- b) When a holiday falls within an employee's vacation period, he shall be granted an additional day of vacation.

10:10 Vacation Period: Employees who are entitled to a paid vacation under the terms of this agreement shall attempt to schedule two weeks of their vacation during the months of July and August following the fiscal year in which the vacation was earned. Due to summer work schedule, alternatives can be arranged per employee's request. Earned vacation in excess of two (2) weeks will be scheduled during the period between October 15th and June 15th following the fiscal year in which the vacation was earned.

Vacation schedules will be posted and any conflict in vacation scheduling will be decided administratively by the Director of Physical Plant Operations & Maintenance. Seniority in service will be a deciding factor in making such decisions.

10:11 Medical & Dental Appointments: Absence of two (2) hours because of dental and medical appointments, which cannot be made outside of normal working hours, will not result in loss of pay. If such absence is in excess of two (2) hours in any one-work day, the entire absence will be charged to sick leave.

10:12 Disciplinary Action: It is agreed that no employees subject to the terms of this Agreement will be discharged or subject to disciplinary action without just cause. Except in the case of emergencies, proof of such cause for action shall be presented to the employee and/or the Union prior to the taking of the action. If the employed believes that he has been unjustly treated, he may file a grievance in accordance with the procedure established in Article 3 (Grievance Procedure) and in accordance with the provisions of the Civil Service Law of the State of New York.

**Article 10 - Working Conditions (continued)**

10:13 Final Pay: In the event an employee is discharged, he shall receive all monies due him at the time of discharge. If an employee voluntarily resigns, he shall receive all monies due him on next payday following such resignation. It is agreed and understood that such final pay shall include earned vacation pay, if any.

10:14 Lines of Responsibility in the Utica Public Schools.

Maintenance Employees

From the Maintenance Employees to the Maintenance Foreman, to the Superintendent of Buildings and Grounds to the Personnel Administrator to the Superintendent of Schools.

- A:
- 1) Nothing in this agreement shall be interpreted in such a manner as to lower the weekly, daily or hourly wage of a permanent employee as provided herein, except as specifically provided herein, or as a result of amendments to this agreement.
  - 2) All present terms and conditions of employment of all employees covered by this agreement that are of beneficial nature to the employee shall remain in force and effect unless specifically covered herein.
  - 3) No part of this agreement shall be construed to preclude the Utica City School District from giving any further benefits to its employees.
- B:
- 1) As provided by Section 3023 of the Education Law, the Utica City School District will save harmless and protect all employees from financial loss arising out of any claim, demand, or suit or judgment by reason of alleged negligence or other act resulting in 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 his duties within the scope of his employment. However, the Utica City School District will not be responsible for such protection unless the employee, with ten (10) days notice of action, deliver the original or a copy of the summons, process, complaint, notice, demand or pleading to the Utica City School district.
  - 2) As provided by Section 3028 of the Education Law, the Utica City School District shall provide an attorney or attorneys and pay such attorney's fees and expenses necessarily incurred in the defense of any employee in any action as described in preceding paragraph and subject to the same conditions and limitations.

**Article 10 - Working Conditions (continued)**

10:15 Travel Expense: For those tradesmen whose assignments are of a jobbing nature involving the carting of tools and materials from school to school, the Board may elect to furnish the employee with a vehicle for this purpose or pay the employee in the amount of one dollar and twenty-five cents (\$1.25) effective 07/01/04, for each trip. In order to receive the travel payment, employees must submit the appropriate voucher and documentation. Payment shall be made within thirty (30) calendar days of receipt of all documentation.

10:16 Snow Days: The negotiation unit represented by Mohawk Valley Building & Construction Trades Council AFL-CIO, is comprised of employees responsible for the operation of our school buildings. Inclement weather does not obviate the need for their services. In fact, attendance is more important during periods when weather conditions make it more difficult for police or fire department vehicles to answer calls.

Therefore, no maintenance employee will be excused from work because of inclement weather or other conditions, which require the suspension of, scheduled classes or other events in any or all buildings. There will be no extra pay or benefits for attendance on such days.

In the event that schools are not in session due to a calendar adjustment because of unused snow days, MVBT employees shall receive a prorated portion of those days according to the following conditions:

DAYS REMOVED FROM CALENDAR    MVBT EMPLOYEES RECEIVE

1	1
2	2
3	3
4	4

10:17 Hiring: The “local union hall” may provide a list of up to three (3) candidates to the District for consideration in the hiring process. The District may continue to seek qualified individuals (base on civil service job specification) from outside of the “local union hall” and will choose from a list of candidates meeting the qualifications, at its discretion.

## ARTICLE 11 - HOLIDAYS

### 11:01 Twelve-Month Employees

- a) In addition to vacation, all twelve-month employees shall be entitled to 14 paid holidays.

A schedule of holidays will be issued when the school calendar is determined.

- b) In the event one of the holidays falls during the time the employee is on vacation, the employee shall be granted one (1) additional day.
- c) Other holidays shall be as declared by the Utica City School District. Regular twelve-month employees of the Bargaining Unit may also be eligible for additional holidays without loss of pay.

**ARTICLE 12 - WAGES**

12:01 Effective July 1, 2004, the following salary schedule will prevail until June 30, 2009.

12:02 Twelve-month salaried Maintenance Employees in the Bargaining Unit:

Mason	Electrician
Plumber	Steamfitter
Tinsmith	Carpenter
General Mechanic	Painter
A.V. Repairman	Printer
Locksmith	Small Engine Mechanic

12:03 The parties herein agree that, at the discretion of the District and upon notification to the Unit prior to district-wide implementation of the following revised payroll schedule, 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.

**ARTICLE 12 - Wages (continued)**

**12A - Salary Schedule: 20004-2009**

**MOHAWK VALLEY BUILDINGS AND CONSTRUCTION TRADES COUNCIL, AFL/CIO**

**2004-2005**

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
\$17.98	\$18.70	\$19.41	\$20.12	\$20.82	\$21.53

**2005-2006**

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
\$18.43	\$19.17	\$19.90	\$20.62	\$21.34	\$22.07

**2006-2007**

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
\$18.94	\$19.70	\$20.44	\$21.19	\$21.92	\$22.68

**2007-2008**

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
\$19.51	\$20.29	\$21.05	\$21.83	\$22.58	\$23.36

**2008-2009**

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
\$20.09	\$20.90	\$21.69	\$22.48	\$23.26	\$24.06

- Effective 07/01/04: The hourly rate will be calculated by taking the 2003-04 base hourly rate x 2080 divided by 2088 x 2% (04-05 increase).
- All step movement will be on an annual basis.

## ARTICLE 13 - RETIREMENT BENEFIT

- 13:01 a) All employees in the bargaining unit who are part-time employees may elect to participate in the New York State Employees' Retirement System.
- b) Persons employed in full-time positions on or after July 1, 1976 must participate in the New York State Employees' Retirement System.
- 1) Full-time positions are those in which employment is on a 12-month per year basis with a work week of not less than thirty (30) hours and in which employment is not to be a temporary position or limited to a temporary period of less than one (1) year.
- c) Eligibility for participation in the New York State Employees' Retirement System (Article 13) shall be earned in accordance with the Retirement and Social Security Law of the State of New York and Regulations and Rulings issued pursuant thereto.
- d) Persons employed on or after July 1, 1976, and who elect to participate in the New York State Employees' Retirement System, are required under Article 13 to make contributions to the Retirement System in the amount of three (3%) percent of their gross wages.
- 13:02 a) The District, pursuant to Section 75-b of the New York State Retirement and Social Security Law, will adopt for the benefit of its employees in this unit, the non-contributory plan established by the New York State Employees' Retirement System under Section 75-e of the New York State Retirement and Social Security Law.
- b) The District will also adopt, for the benefit of its employees in this unit, the non-contributory guaranteed retirement benefit plan established by the New York State Retirement and Social Security Law.
- 13:03 Payment for Unused Sick Leave: An employee, eligible to retire under provisions of the New York State Employees' Retirement System will, upon retirement, be paid for unused sick leave as follows:

For 49 or less days, no payment.  
For 50 days, the sum of \$500.  
For 51 through 250 days, payment at the rate of \$15 per day.  
No payment for days beyond 250.

## ARTICLE 13 – Retirement Benefit (continued)

### 13:04 Retirement Incentive Program

The Retirement Incentive Program of the Utica City School District shall be in effect for the Mohawk Valley Construction and Trades Council (AFL-CIO) under the following terms and conditions:

- a) Participants must be full-time employees of the Utica City School District duly covered by the Collective Bargaining Agreement by and between the Utica City School District and the Mohawk Valley Construction and Trades Council (AFL-CIO).
- b) Participants must be eligible to retire in accordance with all of the rules and regulations of the New York State Retirement System of the New York State Employees Retirement System as of the effective date of retirement.
- c) 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  
1115 Mohawk Street  
Utica, New York 13501
- d) Participants with an effective date of retirement must submit a retirement letter as provided for in subparagraph "3" above no later than 30 calendar days from time of anticipated retirement date.
- e) Participants in this plan will receive, as an incentive before retirement, one-half (1/2) year's base pay 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 one-third (1/3) twelve (12) months later. One-half (1/2) of the base salary will be received, less appropriate deductions, and will specifically exclude any and all additional compensations received above their base salary schedule pay.
- f) 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 chooses to continue said coverage, the District, with participant authorization, shall deduct from the payment 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.

MOHAWK VALLEY BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO

UTICA CITY SCHOOL DISTRICT

RETIREMENT INCENTIVE PROGRAM

\_\_\_\_\_  
Date

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

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.

Address:

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

cc: Union

## **ARTICLE 14 - RIGHTS OF MANAGEMENT**

- 14:01 It shall remain the prerogative and right of the Utica City School District and its authorized supervisors to determine work, shifts or duty assignments according to union classifications and articles in this agreement.
- 14:02 The scope of this agreement is limited to wages, fringe benefits, overtime and conditions of work and other items as provided in the Public Employees' Fair Employment Law, Article 41 of the Civil Service Law.
- 14:03 To promote a positive working relationship, the union shall establish an advisory committee of three Shop Stewards. The committee shall meet with the Director of Physical Plant Operations & Maintenance and such other School District Administrators (i.e. Director of Personnel) as requested, every four (4) months (March - July - Dec.). Each meeting's agenda is to discuss and settle such issues as may occur in administration of this agreement or the intent thereof.

**ARTICLE 15 - SECTION 204-a OF THE PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT**

15:01 Pursuant to Section 204-a of the Public Employees' Fair Employment Act, agreement between public employees and employee organizations, the following is noted:

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

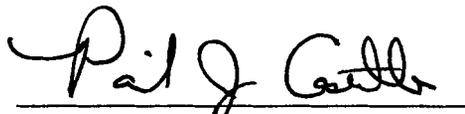
**ARTICLE 16 - DURATION OF AGREEMENT**

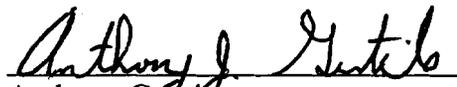
- 16:01 This Agreement settles in full all of the demands of the union and the union agrees it will make no further demands of any kind for the duration of the Agreement.
- 16:02 This Agreement shall become effective for all twelve-month employees as of July 1, 2004 and shall remain in full force and effect through June 30, 2009.
- 16:03 In the event either party wishes to amend this agreement, written notice must be given to the other party prior to February 1, 2009. Negotiations concerning such proposed amendments shall proceed in accordance with the provisions of Article 2 of this Agreement. Amendments resulting from such negotiations shall take effect beginning July 1, 2009, or at such other time as may be mutually agreeable to the parties.

For the Utica City School District:

For the Mohawk Valley Building and  
Construction Trades Council AFL-CIO:

  
Daniel Lowengard  
Superintendent of Schools

  
Patrick Costello  
President

  
Anthony Gentile  
Union Steward

8/14/04  
Date

8/13/04  
Date

## MASON

### GENERAL STATEMENT OF DUTIES:

Works as a skilled mason; does related work as required.

### DISTINGUISHING FEATURES OF THE CLASS:

This is skilled work involving responsibility for efficient and workman like performance of a variety of masonry tasks and odd jobs requiring a good knowledge of the trade. General instructions are received regarding what tasks to perform permitting considerable leeway for planning the details of assignment. Immediate supervision may be occasionally exercised over the work of mason helpers and laborers.

### EXAMPLES OF WORK: (Illustrative only)

- Builds and repairs catch-basins and manholes
- Performs masonry repair tasks on public buildings
- Repairs plaster in public buildings
- Lays concrete sidewalks, walls, and floors
- Lays stone walls
- Sets curbs and flag walks

### REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

Good knowledge of the common practices, tools, terminology and accident precautions of the trade; ability to work from plans and specifications, and to follow rough sketches and oral instructions; ability to operate cement mixing equipment; ability to lay out work for self and others; be in good physical condition.

### ACCEPTABEL EXPERIENCE AND TRAINING:

One year experience at the journeyman level and completion of a standard grade school course; or any equivalent combination of experience and training sufficient to indicate ability to do the work.

Rev. December, 1988

## PLUMBER

### GENERAL STATEMENT OF DUTIES:

Works as a journeyman plumber in the installation and repair of plumbing and heating equipment; does related work as required.

### DISTINGUISHING FEATURES OF THE CLASS:

This is skilled work involving responsibility for efficient and workmanlike performance of a variety of plumbing tasks requiring a thorough knowledge of the trade. General instructions are received regarding tasks to be performed permitting considerable leeway for planning the details of each assignment.

### EXAMPLES OF WORK: (Illustrative only)

- Installs and repairs water service piping, fire lines, vacuum lines, drain pumps, hot water boilers, etc.
- Installs and repairs fixtures such as lavatory facilities, drinking fountains, and sprinkler systems
- Clears stoppages in waste, sub soil, and other drains
- Repairs and installs water lines
- Cares for tools, supplies and equipment

### REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

Thorough knowledge of the common practices, tools, terminology, and accident precautions of the trade; ability to work from plans and specifications and to follow rough sketches and oral instructions; ability to lay out work for self and others; good motor and hand and eye coordination; manual dexterity; be in good physical condition.

### ACCEPTABLE EXPERIENCE AND TRAINING:

Three years of experience as a plumber; one of which shall have been on the journeyman level, and completion of a standard grade school course; or any equivalent combination of experience and training sufficient to indicate ability to do the work.

Rev. December, 1988

## TINSMITH

### GENERAL STATEMENT OF DUTIES:

Works as a journeyman tinsmith; does related work as required.

### DISTINGUISHING FEATURES OF THE CLASS:

This is skilled work involving responsibility for efficient and workmanlike performance of a variety of tinsmithing tasks requiring a thorough knowledge of the trade. The work involves laying out, cutting, forming, riveting, and soldering. General instructions are received regarding tasks to be performed permitting considerable leeway for planning the details of each assignment.

### EXAMPLES OF WORK: (Illustrative only)

- Repairs roofs, furnaces, pipes and skylights
- Removes old tin, rotted boards, broken or worn-out parts before making repairs
- Reconditions warm air heating units
- Erects guards around exposed heating units and machines
- Fabricates and installs roof ventilators and skylight frames
- Makes and repairs metal tanks, containers, gutters and drains
- Occasionally installs and repairs steel ceilings

### REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

Good knowledge of the common practices, tools, materials, terminology and accident precautions of the trade; ability to work from plans and specifications and to follow rough sketches and oral instructions; skill in the use of materials, tools and equipment of the trade; ability to climb and work in high places, ability to lay out work for self and others; ability to get along well with others; good motor, hand and eye coordination; manual dexterity; be in good physical condition.

### ACCEPTABLE EXPERIENCE AND TRAINING:

Three years of experience as a tinsmith, of which at least one year shall have been on the journeyman level, and completion of a standard grade school course; or any equivalent combination of experience and training sufficient to indicate ability to do the work.

Rev. December, 1988

## GENERAL MECHANIC

### GENERAL STATEMENT OF DUTIES:

Performs skilled work involving two or more mechanical trades; does related work as required.

### DISTINGUISHING FEATURES OF THE CLASS:

This is skilled work involving responsibility for efficient and workmanlike performance of a variety of plumbing, heating, mechanical and electrical tasks. General instructions are received regarding what tasks to perform permitting considerable leeway for planning technical details of each assignment.

### EXAMPLES OF WORK: (Illustrative only)

- Performs skilled operations in making general repairs on gasoline motor equipment
- Grinds valves and fits new bearings, pistons and rings
- Repairs and adjusts lawn mowing machinery
- Repairs cement walks and stone, slate or concrete steps
- Files saws and cutting tools

### REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

Good knowledge of the common practices, tools, terminology and accident precautions of two or more standard trades; ability to work from plans and specifications and to follow rough sketches and oral instructions; good motor, and hand and eye coordination, manual dexterity; good physical condition.

### ACCEPTABLE EXPERIENCE AND TRAINING:

Three years of experience in work involving either plumbing, electrical, carpentry or automotive work and completion of a standard grade school course; or any equivalent combination of experience and training sufficient to indicate ability to do the work.

Rev. December, 1988

## AUDIO-VISUAL TECHNICIAN

### GENERAL STATEMENT OF DUTIES:

Repairs, maintains and operates projection and sound equipment and maintains films in good condition; does related work as required.

### DISTINGUISHING FEATURES OF THE CLASS:

This is technical work involving responsibility for repairing, maintaining and operating a variety of audio-visual equipment. Work is performed under general supervision in accordance with established policies allowing some leeway for the exercise of independent judgment.

### EXAMPLES OF WORK: (Illustrative only)

- Inspects and makes repairs and adjustments to film projection equipment, cameras, phonographs, tape recorders, amplifiers, audio meters and other sound equipment
- Inspects, cleans, splices, winds, labels and stores motion picture film, filmstrips and slides
- May record concerts, radio or television programs, plays and other theatrical performances
- Operates still, motion picture and television cameras
- Checks and adjusts television receivers and makes repairs if necessary
- Checks in and sorts film for distribution to various schools in accordance with requests
- Develops negatives and prints and enlarges pictures
- Demonstrates and instructs students and teachers in the use of audio-visual equipment
- Packs films for shipment and delivers films, projectors, and sound equipment to the various schools in the system
- Takes inventory and order parts
- Keeps records and prepares a variety of reports on maintenance and repair activities

### REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

Good knowledge of the repair and maintenance of audio-visual equipment; good knowledge of the care and storage of films, slides and records; good knowledge of the tools, terminology and safety precautions involved in projection and sound equipment repair; good knowledge of the theory of sound projection; good motor and hand and eye coordination; manual dexterity; be in good physical condition.

### ACCEPTABLE EXPERIENCE AND TRAINING:

One year of experience in the repair of radio, television or projection equipment and graduation from a standard high school; or any equivalent combination of experience and training sufficient to indicate ability to do the job.

Rev. December, 1988

## ELECTRICIAN

### GENERAL STATEMENT OF DUTIES

Works as a skilled journeyman electrician in the installation and maintenance of electrical wiring, equipment, and devices; does related work as required.

### DISTINGUISHING FEATURES OF THE CLASS:

This work involves the performance of skilled and difficult electrical operations, and the making of important installation and repairs of the trade. General instructions are received regarding what tasks to perform permitting considerable leeway for planning the details of each job. Immediate supervision may be occasionally exercised over the work of a few helpers or laborers.

### EXAMPLES OF WORK: (Illustrative only)

- Repairs and overhauls heating and ventilating fan blowers, pumps, vacuum cleaners, motors, generators, ash hoists, etc.;
- Maintains and repairs signal equipment such as remote control equipment, signal and alarm equipment, program clocks, program bells, and fire alarm system;
- Maintains and repairs storage battery systems and storage battery charges;
- Maintains and repairs lighting circuits and lighting fixtures.

### REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Thorough knowledge of the common practices, tools, terminology and accident precautions of the trade, and of the design, construction, installation, maintenance and repair of electrical instruments, devices and equipment; ability to work with low potential, high potential, and extra high potential circuits; some knowledge of mechanical drawing; ability to work from plans and specifications and to follow rough sketches and oral instruction; conscientiousness; dependability; good physical condition.

### ACCEPTABLE EXPERIENCE AND TRAINING:

At least three years of experience as an electrician, of which one year shall have been of the journeyman level, and completion of a standard grade school course; or any equivalent combination of training and experience sufficient to indicate ability to do the work.

Rev. December, 1988

## STEAMFITTER

### GENERAL STATEMENT OF DUTIES:

Works as a journeyman steamfitter in the installation and repair of heating equipment and installations; does related work as required.

### DISTINGUISHING FEATURES OF THE CLASS:

This is skilled work involving responsibility for efficient and workmanlike performance of a variety of steamfitting tasks requiring a thorough knowledge of the trade. General instructions are received regarding what tasks to perform permitting considerable leeway for planning the details of each assignment. Immediate supervision may be exercised over the work of steamfitter helpers of laborers.

### EXAMPLES OF WORK: (Illustrative only)

- Inspects, installs, and replaces steam and other piping, radiator traps, valves, gauges, pumps, and other accessories and fittings;
- Grinds and packs valves, packs, pumps, replaces work pipe flanges and gaskets, and repairs broken and defective pipelines;
- Uses pipe dies, threading machines, pipe cutters, reamers and occasionally acetylene and arc-welding equipment;
- Assists skilled workmen in other trades when not working as a steamfitter;
- Makes estimates and prepares requisitions for materials.

### REQUIRED KNOWLEDGES, SKILLS, AND ABILITIES:

Thorough knowledge of the common practices, tools, terminology, and accident precautions involved in the installation and maintenance of high and low pressure steam and hot water systems; ability to work from plans and specifications and to follow rough sketches and oral instructions; ability to lay out work for self and others; good motor and hand and eye coordination; manual dexterity; good physical condition.

### ACCEPTABLE EXPERIENCE AND TRAINING:

Three years of experience as a steamfitter, one of which shall have been on the journeyman level, and completion of a standard grade school course; or any equivalent combination of experience and training.

## CARPENTER

### GENERAL STATEMENT OF DUTIES:

Works as a journeyman carpenter; does related work as required.

### DISTINGUISHING FEATURES OF THE CLASS:

This is skilled work involving responsibility for efficient and workmanlike performance of a variety of carpentry tasks and odd jobs requiring a good knowledge of the trade. Specific instructions are received regarding what tasks to perform and how to perform them.

### EXAMPLES OF WORK: (Illustrative only)

- Repairs cabinets, desks, chairs, tables and other office equipment;
- Repairs doors, window frames, floors, stair rails, machinery guards;
- Replaces window glass and cords;
- Sands and refinishes floors, desks, woodwork, chairs and tables;
- Operates woodworking machinery such as lathes, planers, borers, rip, cross-cut, hand and jig saws;
- Constructs, repairs, and refinishes a variety of wood articles;
- Constructs work from plans and specifications;
- Builds forms for concrete work;
- Does concrete work when necessary.

### REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

Good knowledge of the common practices, tools, terminology, and accident precautions of the trade; ability to work from plans and specifications, and to follow rough sketches and oral instructions; ability to operate common woodworking machinery; physical strength and stamina; good physical condition.

### ACCEPTABLE EXPERIENCE AND TRAINING:

Three years of experience as a carpenter, one of which shall have been on a journeyman level, and completion of a standard grade school course; or any equivalent combination of experience and training sufficient to indicate ability to do the work.

Rev. December, 1988

## Painter

### GENERAL STATEMENT OF DUTIES:

Works as a journeyman painter; does related work as required.

### DISTINGUISHING FEATURES OF THE CLASS:

This is skilled work involving responsibility for efficient and workman like performance of a variety of painting tasks and odd jobs requiring a good knowledge of the trade. General instructions are received regarding tasks to be performed permitting considerable leeway for planning the details of each assignment. Immediate supervision may be occasionally exercised over the work of painter helpers or laborers.

### EXAMPLES OF WORK: (Illustrative only)

- Prepares surfaces by scraping, sanding, washing, calcimining, applying paint and varnish remover, and brushing iron surfaces with wire brush to remove rust and scale
- Paints exteriors and interiors of buildings and structures
- Primes walls before painting; makes plastering repairs, puttys nail holes and cracks; glazes windows and cleans brushes
- Varnishes and shellacs floors and erects scaffolding
- Does finishing, lacquering, enameling and calcimining jobs
- Fills, shellacs and varnishes desks, tables, furniture
- Mixes and tints all types of paints

### REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

Good knowledge of the common practices, tools, terminology and accident precautions of the trade; ability to follow oral and written instructions; ability to operate power painting equipment; ability to rig and work from scaffolds; ability to do lettering work; ability to lay out work for self and others; good color perception; good motor and hand and eye coordination; manual dexterity; be in good physical condition.

### ACCEPTABLE EXPERIENCE AND TRAINING:

Three years of experience as a painter, at least one of which shall have been on the journeyman level, and completion of a standard grade school course; or any equivalent combination of experience and training sufficient to indicate ability to do the work.

Rev. December, 1988

## PRINTING MACHINE OPERATOR

### DISTINGUISHING FEATURES OF THE CLASS:

This position exists in the City school district and involves responsibility for the operation and maintenance of a variety of offset printing machines and related equipment. The incumbent oversees the operation of the copy center for the district including press operation, maintenance and bindery activities. Work is performed under general supervision of the Director of Finance with leeway allowed for the exercise of independent judgment in planning work methods and details. The Director is available for consultation on unusual problems or to provide instructions on new or difficult assignments. The incumbent does related work as required.

### TYPICAL WORK ACTIVITIES:

- Receives requisitions and fills orders for printing work such as forms, pamphlets, reports, bulletins and related materials;
- Operates and adjusts offset printing machine and related equipment in completing duplicating assignments;
- Operates a variety of equipment related to the printing machine such as electric stapler, binder, paper cutter, paper drill and padding machines;
- Sets up narrative or tabular material or forms in preparation for printing;
- Decides on lay out, spacing, size, and style of printing to be used in preparing attractive and well balanced copy;
- Prepares copy on paper, by paste-up, stencils or plates for printing by offset duplication;
- Works with department personnel in selecting methods of duplication to be used on a particular job;
- Feeds and loads master plates in sequence for printing runs;
- Cleans, lubricates and makes minor repairs to equipment;
- Cuts out or otherwise assembles and makes composites of printing or previously prepared materials for reproduction;
- Prepares reports, correspondence and keeps inventory cost control records for the department;
- Mixes solutions and inks required for press operation.

Printing Machine Operation – Cont'd

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Good knowledge of the operation of offset duplicating and related equipment; good knowledge of duplicating tools, techniques and terminology; good knowledge of printing inks, papers and other materials; good knowledge of the composition and layout of duplicating work; working knowledge of the tools, terminology and uses of equipment used in preparation of graphics and printing work; ability to make minor adjustments and repairs to duplicating and related equipment; ability to understand and follow detailed oral and written directions; a high degree of accuracy; manual dexterity; good hand and eye coordination; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

One year of experience in the operation and minor maintenance of modern duplicating offset machines and related equipment; or an equivalent combination of experience and training.

Adopted CSC Meet – 4/25/80

## LOCKSMITH

### DISTINGUISHING FEATURES OF THE CLASS:

The work involves installation, maintenance and repair of locks, keys, and other door or gate hardware. Incumbents use a variety of small hand and bench tools to repair and install locks, set cylinders, change lock combinations, and open jammed locks. Employees in the class estimate materials needed and establish and maintain lock and key record systems. Supervision may be exercised over one or more maintenance subordinates. Does related work as required.

### TYPICAL WORK ACTIVITIES:

- Repairs locks that have become jammed or are otherwise inoperative.
- Removes locking mechanism from doors, gates, cabinets, etc.
- Opens the lock and removes defective parties or debris causing malfunction.
- May manufacture springs, tumblers or levers to fit a specific lock.
- Inserts new part into lock mechanism.
- Adjusts tumblers and levers as necessary.
- May manufacture keys to fit the repaired lock.
- Installs and maintains the lock and key system in a facility.
- Sets lock cylinders and changes combinations on locks.
- Computes changes in lock combinations and key changes to avoid duplication of combinations and records changes.
- Maintains locks by disassembling them, cleaning, oiling and replacing parts, and, as necessary, manufacturing parts such as screws and springs.
- Establishes and maintains an extensive record system in order to avoid key and lock duplication and to insure the required security of the facility and its contents.

### FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS

- Good knowledge of the principals, methods, materials, tools and equipment of the locksmith trade.
- Working knowledge of the mathematics needed to determine key changes in lock combinations and the setting of various master keys.
- Working knowledge of facility security procedures concerning the issuance of keys and locks.
- Ability to plan and lay out locksmith work.
- Ability to read, interpret and work from plans, diagrams and specifications.
- Ability to use tools, machines, equipment and materials of the locksmith trade.
- Ability to understand and carry out oral and written instructions.
- Ability to perform work requiring precision and attention to detail.
- Ability to organize records.
- Ability to estimate labor and material requirements of locksmith work.
- Ability to supervise and train others in the locksmith trade as required.
- Physical ability commensurate with the demands of the position.

Locksmith – Cont'd

MINIMUM QUALIFICATIONS

Three (3) years of work experience, or its part-time equivalent, as a locksmith.

SPECIAL REQUIREMENT

Possession of a valid driver's license issued by the New York State Department of Motor Vehicles at time of appointment.

Adopted: CSC Meeting – June 25, 1996, Regular Board Meeting 11/18/97

## SMALL ENGINE MECHANIC

### GENERAL STATEMENT OF DUTIES:

Perform skilled work involving two or more mechanical trades; does related work as required.

### DISTINGUISHING FEATURES OF THE CLASS:

This is skilled work involving responsibility for efficient and workmanlike performance of a variety of mechanical and light welding tasks. General instructions are received regarding what tasks to perform permitting considerable leeway for planning technical details of each assignment.

### EXAMLES OF WORK:

- Perform skilled operations in making general repairs on gasoline driven equipment.
- Installs new bearings, pistons and rings.
- Repairs and adjusts lawn mowing machinery.
- Repairs and adjusts snow blowing equipment.
- Receives requisitions and prepares reports and correspondence as related to inventory of maintenance repair activities.
- Demonstrates and instructs operators on the use, care and maintenance of assigned small engine equipment.

### REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

Good knowledge of the common practices, tools, terminology and accident precautions of two or more standard trades, preferably but not exclusive to, small engine repair and light welding. Ability to work from plans and specifications and to follow rough sketches and oral instructions; good motor and handed eye coordination; manual dexterity; good physical condition.

### ACCEPTABLE EXPERIENCE AND TRAINING:

Three years experience in work involving small engine repair and light welding with a standard grade school course; or any equivalent combination of experience or training sufficient to indicate the ability to perform the work.