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Contract Database Metadata Elements

Title: **Syracuse City School District and Assistants and Attendants, Syracuse Teachers Association, Unit 8 (2006)**

Employer Name: **Syracuse City School District**

Union: **Assistants and Attendants, Syracuse Teachers Association**

Local: **Unit 8**

Effective Date: **07/01/06**

Expiration Date: **06/30/07**

PERB ID Number: **6301**

Unit Size: **1054**

Number of Pages: **48**

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AID | 6301

CONTRACTUAL AGREEMENT

between the

BOARD OF EDUCATION

of the

**Syracuse City School District
Syracuse, New York**

and the

Syracuse Teachers Association, Incorporated

representing

UNIT 8

Assistants & Attendants

Effective July 1, 2002

to

June 30, 2006

Extended 7/1/06 - 6/30/07

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

AGREEMENT

Between the

BOARD OF EDUCATION of the SYRACUSE CITY SCHOOL DISTRICT

And the

SYRACUSE TEACHERS ASSOCIATION, INCORPORATED

Representing

Unit 8, Assistants and Attendants

Effective July 1, 2006 to June 30, 2007

The SCSD and STA are parties to a 4-year Collective Bargaining Agreement ("Agreement") covering positions designated as Unit 8, which by its terms, will expire on June 30, 2006.

The parties have met and conferred regarding a new Agreement and have agreed, that under the circumstances, an extension of the prior Agreement for a one-year term would best serve their mutual interests.

The parties agree that the extension covered by this Agreement is primarily designed to address wages salaries and benefits and shall be based upon the modifications which are noted herein.

All other items not addressed shall continue in force as they were noted in the previous agreement, it being the parties' intent to continue during the term of this one year extension such privileges, restrictions, rights and obligations as previously negotiated and contained in the prior agreement. Accordingly, date changes and other similar modifications when made, shall be made so as to preserve the *status quo* from the prior contract and not to grant or restrict additional rights, benefits, privileges and/or to create additional obligations or conditions.

The agreements are as follows:

I. Health Care Premiums effective July 1, 2006

Year	Level 1 (Up to starting teacher salary)	Level 2 (Starting teacher salary to \$59,999)	Level 3 (\$60,000 and above)
2006-07	Individual \$26.88 per month	Individual \$33.58 per month	Individual \$40.28 per month
	Family \$68.72 per month	Family \$85.88 per month	Family \$103.04 per month

Note:

1. Level 1, Level 2 and Level 3 health care premiums are based upon the employee's contract salary (not any additional earnings).
2. Doctor visits co-pay \$9.00.
3. Prescription mail order co-pay:
 1. **Generic** - \$ 6.00
 2. **Preferred Brand** - \$18.00 (employees retiring during the 2005-06 year or during the term of this extension will pay \$15.00 co-pays for one year.)*
 3. **Non-preferred Brand** - \$35.00 (employees retiring during the 2005-06 year or during the term of this extension will pay \$30.00 co-pays for up to one year.)*

*The district has agreed to keep *all* retirees at the level noted above for one year (July 1, 2006 – June 30, 2007) with respect to **preferred brand** and **non-preferred brand** mail-order drugs.

4. **Colonoscopy Screening.** Partial payment for colonoscopy screening for members age 55-64 years of age will be covered beginning July 1, 2006 and will continue through June 30, 2009. The district plan will be amended to include 50% payment up to \$500 for 1 screening every 10 years per covered eligible person. This benefit will be reviewed annually. Other colonoscopy testing under conditions acceptable to the plan will continue to be covered. (For informational purposes, this benefit is covered under Medicare.)

II. Dental Care Premium effective July 1, 2006.

Year	Individual Coverage	Family Coverage
2006-07	\$8.00 per month	\$22.00 per month

III. Vision Care - effective July 1, 2006, the district will increase the annual per member payment to the STA Vision Trust from \$150.00 to \$175.00.

There are no additional changes to the health, dental or vision programs.

IV. Salary effective July 1, 2006:
4.4% Salary Increase

Annual Hire Rate	2006-07
Teaching Assistants	\$17,772
School Monitors	\$16,090
Bus Attendants	\$ 10.09
School Sentries	\$25,056

Years 2-5

Annual Job Rate	2006-07
Teaching Assistants	\$21,182
School Monitors	\$19,241
Bus Attendants	\$ 12.07

The parties' current in-service credit agreement for eligible unit members is extended for one year (to June 30, 2007).

V. **There are no other modifications.**

This agreement is made and entered into on this 26th day of June, 2006 by and between the Board and the Association and is effective from July 1, 2006 through June 30, 2007.

Syracuse Teachers Association, Inc.

Syracuse City School District

Katherine A. McKenna, President

Daniel Lowengard, Superintendent

Board of Education, Syracuse City School District

Ned Deuel, President

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**ARTICLE 1
PURPOSE AND INTENT**

- A.** This agreement is made and entered into on this 1st day of July, 2002, by and between the Board and the Association.
- B.** The Syracuse Board of Education and the Syracuse Teachers Association, Inc., declare it to be their mutual policy that in order to promote harmonious labor relations between the Board and the Association, the principle of collective bargaining is to be employed pursuant to the New York State Public Employees' Fair Employment Act. The parties affirm that Association unit employees shall, at all times, be dedicated, courteous, and efficient servants of, and to, the public, realizing full well that they are under the constant scrutiny of area taxpayers, and that they are performing a most essential service.
- C.** The parties to this agreement hereby agree not to limit employment with the Syracuse City School District or membership in the Association to any person because of race, color, creed, sex, national origin, age, disability, or marital status.
- D.** All laws applicable to the programs covered by this Agreement, and all rules, regulations, and guidelines promulgated there under, shall apply to such programs and shall take precedence over any and all terms of this Agreement which are in conflict therewith.

**ARTICLE 2
RECOGNITION**

Pursuant to the results of a recognition election conducted and certified by the American Arbitration Association on October 14, 1975, and a Certification of Representative and Order to Negotiate issued by the School District Employee Relations Council dated November 5, 1975, the Association is hereby recognized as the sole and exclusive bargaining agent for all employees in the designated unit of the Syracuse City School District, for the maximum period of time permitted by law.

**ARTICLE 3
BARGAINING UNIT**

It is mutually agreed for the purpose of this Agreement, that the terms "employee" and "employees" shall include all bus attendants, school monitors, teaching assistants, teaching assistant/substitutes (certified building substitutes), and daily substitutes for teaching assistants employed by the District on a full-time or regular part-time basis, excluding all other employees.

**ARTICLE 4
MANAGEMENT RIGHTS**

- A.** The District retains the sole right to manage its business and services, and to direct the working force, including the right to decide the number and locations of its business and service

operations, the business and service operations to be rendered, and the methods, processes, and means used in operating its business and services, and the control of the buildings, real estate, materials, tools, and all equipment which may be used in operating its business and services or in supplying its business and services; to determine whether and to what extent the work required in operating its business and services shall be performed by employees covered by this Agreement; to maintain order and efficiency in the unit, including the sole right to hire, lay off, assign, transfer, promote, discipline, discharge, suspend; to determine the scheduling of the personnel, subject to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.

B. The above rights of the District are not all-inclusive, but indicate the type of matters or rights which belong to or are inherent to the employer. Any and all rights, powers, and authority the employer had prior to entering this Agreement are retained by the District, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE 5 ASSOCIATION SECURITY

A. The District shall deduct from the wages of each employee and send to the Syracuse Teachers Association, Inc., regular membership dues and such other deductions agreed to by the parties for those employees authorizing such deductions, in writing, pursuant to the agreement reached between the Association and the District business office. The Association hereby agrees that it will not hold the District liable for any deductions from wages made pursuant to this section in the normal administration of the check off of said deductions.

B. Membership in the Association shall be voluntary, and there shall be no discrimination, interference, restraint, or coercion by the District or any of its agents against any employee because of the employee's membership in the Association, or because of any lawful activities on behalf of the Association and the employee's fellow members, nor shall there be any discrimination, interference, restraint or coercion by the Association, or any of its agents, against any employee because of failure or refusal to join the Association.

C. The Association shall have the right to represent employees in the Unit in any and all proceedings under the Public Employees' Fair Employment Act, under any other applicable law, rule, regulation, or statute under the terms and conditions of this Agreement, to designate its representatives and to appear on their behalf to effect such representation, unless otherwise provided by law, to direct, manage, and govern its own affairs, to determine those matters which the membership wish to negotiate and to pursue these objectives free from any interference, restraint, coercion, or discrimination by the District. The Association shall have the right to pursue any matter or issue in accordance with the Grievance and Arbitration procedure of this Agreement and, acting through its officers and membership, to be the sole judge thereof, unless it is expressly and specifically abridged, delegated or modified by this Agreement, unless otherwise provided by law.

D. The Association shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the District provided, however, their content

is not derogatory or controversial. The District agrees that the facilities of the school shall be available for Association meetings when such use does not interfere with any scheduled events or involve any cost to the District. It is agreed that any employee scheduled to work on the day of a meeting shall not be allowed to leave the work location to attend the meeting. Application for use of the facilities shall be made in accordance with already established procedures.

E. For the purpose of administering, adjusting, or interpreting the terms and conditions of this Agreement, an Association field representative shall have the right to visit the employees covered under this Agreement on the job; however, the appropriate District official shall be notified and total assurance given that no inordinate interruption in the work of the employee will be involved.

F. When it is necessary for the president of Unit 8, or a designated representative to engage in Association activities directly associated with the Association duties as representatives of the Unit, which cannot be performed other than during working hours, the Superintendent or a designated representative may give such time, without loss of pay, as is necessary to perform any such activities. Officially authorized Association delegates shall be granted time necessary with pay to attend the conferences of the Association upon timely written request to the Superintendent. The aggregate total of days involved shall not exceed twenty (20) in number. Additional days may be granted at the discretion of the Superintendent. All expenses shall be borne by the individual or the Association.

G. The Association may use school mail service and building mail boxes (not necessarily individual mail boxes) for communications.

H. The District shall provide the Association with the names, addresses and telephone numbers of new Unit 8 members within forty-five (45) days of the start of a new school year with monthly updates.

I. All members of Unit 8 as defined by the Recognition Clause of this Agreement, who are not members of the Association, and new employees, shall be required, as a condition of employment, to pay the Association each month, (through payroll deduction) a service charge as payment for representation by the Association in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. This service charge shall be the amount equal to the dues required by the Association of its members.

J. Effective 7/1/2003 the President of Unit 8 will be given release time, at the Associations request and expense, for the duration of this Agreement.

K. The principal of each school shall meet regularly with the Association Building Committee to discuss school operations and questions relating to the implementation of this Agreement. These meetings shall be held during non-instructional time and, if held during the regular school day, shall not result in loss of pay to the employees. Any meeting of the Association Building Committee shall not take place during a teaching period of an employee of the committee except in the event of an emergency. The Association Building Committee shall consist of two (2)

Unit 1 members and one (1) member from Unit 1 or any other STA bargaining unit, selected or appointed in a manner to be determined by the Association, to represent the Association in that school. Proposed changes in existing building policies and procedures, staffing ratios, and new policies and procedures for each school shall be appropriate subjects for discussion at such meetings. Any changes in such policies and procedures shall be consistent with the terms of this Agreement.

L. Behavior/Discipline Committee - No later than April 1st of each school year, the Building Committee (composed of the Building Administrator and three (3) members) shall establish a representative committee of members and building administrator(s). Such Committee shall include no more than one (1) member of the Building Committee and shall not exceed nine (9) individuals. The Committee will use the District Student Behavior Code to develop or amend building procedures for student behavior in that school for the following school year. It shall also be charged with determining how the District Student Behavior Code will be implemented including the responsibilities of both members and building administrators. The Committee shall submit both plan and implementation procedures to the teaching staff for a vote of approval prior to May 15th of the school year.

ARTICLE 6 STRIKES

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

ARTICLE 7 SALARIES AND WAGES

A. It is agreed that new employees shall be hired at rates keyed to the job title. After such employees have been continuously employed for a period of one (1) year in the Unit job title, they shall be advanced to the job rate. When an employee within Unit 8 is promoted within the unit to a job in which the hire rate is less than the employee's current rate, the employee's current rate will not be reduced. After one (1) year, the employee will advance to the new job rate.

B. It is further agreed that those employees who receive rates above the job classification rates in which they are working are being paid personal or red circle rates, and that these rates shall terminate upon separation from employment of the job incumbents for any reason.

C. Former members of Unit 8 who have been paid at the job rate or higher shall receive the job rate if rehired.

D. Employees of Unit 8 who are assigned to Unit 1 as long term or regular substitutes shall be granted leaves of absence from Unit 8. These leaves shall remain in effect until the employees (a) return to service in Unit 8, or (b) are granted a probationary appointment in

Unit 1, provided the employees have not otherwise been terminated as the result of a reduction in force. Pay for Unit 8 members moved to Unit 1 shall be in accordance with the Unit 1 Agreement.

E. The School District and Association shall meet and negotiate with respect to the distribution of "Excellence in Teaching" monies available as prescribed by Commissioner of Education regulations.

F. Employees may, pursuant to District policy, have their net pay amounts directly deposited into a bank account of their choice at any local banking institution on the District's current payroll savings deduction listing or the School Employees of Central New York Federal Credit Union.

G. Bus Attendants who are regularly scheduled for kindergarten or other additional runs on emergency closing days shall be paid for the full time they would have worked had schools been open. This shall not constitute a guarantee of continued additional runs for any individual Bus Attendant and shall be limited to emergency *closing* days only.

H. Biweekly Pay:

1. All employees shall be paid on a biweekly pay schedule over 10 months.
2. Nothing contained in this section shall be construed to authorize payment in advance of rendering service to the District.

I. Employees with multiple school assignments are subject to the following:

- i. An employee assigned to more than one school or location in any one school day will receive, upon written request to Central Office, the currently allowable IRS mileage rate for all inter-school travel required in connection with the multiple school assignment. Such reimbursement shall be calculated on the basis of the most direct available route and shall be limited to the mileage, which the assignment requires in the normal daily performance of his/her duties. A request and schedule shall be submitted following a new assignment, and must be approved by Central Office before payment can be authorized. Teaching Assistant Substitutes will be reimbursed mileage for travel between home school and substitution assignment. Employees required by the District to attend special events, i.e., concerts, training, home visits, etc. shall be reimbursed for mileage between the home school and the function. Such reimbursement requests shall be submitted no later than four weeks after the function. The reimbursement request should be signed by the Administrator and forwarded to Central Office. A member eligible under this paragraph shall file a claim for mileage in accordance with existing District policy. Claims for reimbursement must be submitted at least on a quarterly basis. All payments for in-district travel must be claimed during the calendar year in which the travel was performed.

- ii. Members with multiple school assignments shall be assigned a home school. The member will be furnished with a mail box (not necessarily individual mail box) at his/her home school.
- iii. Members with multiple school assignments within a school day shall be permitted and paid for sufficient travel time between schools. The employee's schedule will allow for one half hour of duty free lunch.
- iv. Members with multiple school assignments will be provided with free parking at each location of travel or will be reimbursed for the actual cost of parking when parking is unavailable.

J. The number of full time equivalent terminal teaching assistants shall match the number of teaching assistants on long term leave. Exceptions to this rule are part-time teaching assistants who do not qualify for tenure. Part-time teaching assistants will also be designated as terminal teaching assistants. At the end of the school year, terminal teaching assistants shall receive notice of whether they are returning the next school year.

Regular substitutes for teaching assistants will be paid at the same rate and on the same basis for education and/or training, as regularly appointed teaching assistants. Such pay shall commence following twenty-five (25) for the school year 2003-2004 and thereafter fifteen (15) days of consecutive service in the same position and be retroactive to the first day of assignment. Appointment of regular substitutes for teaching assistants shall be in accordance with the New York State Education Law.

K. School Monitors, who are scheduled daily by the SCSD to perform additional work above and beyond their work day, will be compensated on holidays, leave days or emergency closing days for both their work day and the extension of their work day.

L. Unit 8 members will be given at least (2 ½) two and one-half staff development sessions during the school day dealing with particular topics useful for their assignments. The SCSD and the STA will mutually agree to content; the SCSD will maintain scheduling rights within the school calendar.

ARTICLE 8 HOURS OF WORK AND OVERTIME

A. The work week shall consist of Monday through Friday, with 6.5 hours of work scheduled between the hours of 6 a.m. and 6 p.m.

B. Overtime compensation or compensatory time will be granted to qualified employees consistent with the requirements of applicable Federal Wage-Hour Laws.

C. It is the intention of the parties that no one should be paid twice for the same time frame.

D. The District will maintain present respective schedules of work that pertain to the individual assignment of the members of the bargaining unit, subject to the conditions set forth in Article 1 – Purpose and Intent, Paragraph C, of this agreement. For the term of this contract only, employees of the bargaining unit shall be employed on a ten-month basis consistent with the

appropriate school calendar. The terms of this Paragraph D shall not be construed as a guarantee of daily hours of work or weekly hours of work in the work week, or a guarantee of the length of the work year after the expiration of this contract.

E. Full time employees shall be granted a one-half hour unpaid duty free lunch period each work day.

F. Thirty-two and one-half (32 ½) or more hours per work week shall be defined as full-time employment for teaching assistants, teaching assistant/substitutes, and school monitors, and twenty (20) or more hours per work week shall be defined as full-time employment for bus attendants. Any number of hours per work week less than those stated above for such negotiating unit jobs shall be defined as part-time employment.

ARTICLE 9 RETIREMENT

A. The District agrees that all eligible employees shall be entitled to retirement benefits as provided by the New York State Retirement System effective at the time of employment. Certified teaching assistants who become eligible for membership in the New York State Teachers' Retirement System, upon application, shall receive their retirement benefits under that system.

B. Sick Leave Conservation Incentive Plan

1. Eligibility – To be eligible under the Sick Leave Conservation Incentive Plan, an employee must have been employed by the District a minimum of ten (10) years for retirement benefits under the applicable New York State Employees Retirement System or NYS Teachers' Retirement System, and have reached age 55, prior to the effective date of retirement. (Employees retiring prior to age 55 because of disability are excluded from this benefit).

2. Irrevocable Letter of Resignation – An eligible employee must submit an irrevocable letter of resignation which is binding on the employee as of the date of the letter and will become effective once the resignation is accepted by the Board of Education. It is recommended that this irrevocable letter be submitted at least forty-five (45) days prior to the employee's last day of work.

3. Entitlement Computation – Entitlement for an eligible employee will be computed by multiplying the employee's accumulated and unused sick leave times 30% of the employee's day rate based on the salary including longevity being received at the time of retirement.

Sick leave used in the computation of the entitlement will be considered consumed and no longer available to the employee as paid sick leave. Consequently, only the final year's sick leave allocation will be available for use as the result of bona fide absences due to sickness.

4. Payment – Entitlement will be paid on the first pay period following the employee's last regular paycheck. This incentive will not be considered to be part of the

employee's compensation for retirement purposes but must be included in taxable reported earnings.

5. Restoration of Paid Sick Leave – In the event that an employee, during the final year of service, exhausts the current paid sick leave allocation, sick leave days may be reclaimed from those used to compute the entitlement by petitioning the Director of Personnel to reduce the balance of the unpaid entitlement by the appropriate amount for each day so reclaimed.

**ARTICLE 10
FRINGE BENEFITS**

A. The District will provide health insurance for eligible employees pursuant to the Syracuse City School District Health Insurance Program, as modified by the health plan addendum. For health care, the employees shall contribute the following amounts as monthly deductions to the cost of District provided health care benefits depending upon the individual's income (base salary or wages) on June 30th of the year preceding the applicable school year:

Year One (7/1/03 - 6/30/04):		Individual	Family
Tier	Base earnings:	Per month:	Per month:
1	Less than Starting Teachers Salary	\$14.00	\$46.00
2	Starting Teachers Salary - \$59,999	\$21.00	\$60.00
3	\$60,000 or over	\$24.00	\$67.00

Year Two (7/1/04 - 6/30/05):		Individual	Family
Tier	Base earnings:	Per month:	Per month:
1	Less than Starting Teachers Salary	\$15.00	\$49.00
2	Starting Teachers Salary - \$59,999	\$25.00	\$63.00
3	\$60,000 or over	\$27.00	\$71.00

Year Three (7/1/05 - 6/30/06)		Individual	Family
Tier	Base earnings:	Per month:	Per month:
1	Less than Starting Teachers Salary	\$16.00	\$52.00
2	Starting Teachers Salary - \$59,999	\$28.00	\$65.00
3	\$60,000 or over	\$32.00	\$75.00

Co-pays for office visits are as follows:

Effective July 1, 2003:	\$6.00
Effective July 1, 2004:	\$7.00
Effective July 1, 2005:	\$8.00

Cost to Retirees (1) and (2)	
Individual Coverage – Under 65	Medicare B rate
Individual 65 or older	-0-
Family Coverage – all under 65	Medicare B rate
Family Coverage with at least One 65 or older	-0-

(1) Members of the Health Insurance Program who are over 65 are responsible to apply for and pay the Medicare B coverage.

(2) Retirees under the age of 65 must pay a share of the premium cost equal to the cost of the Medicare B rate. As the Medicare B rate changes, so will the cost of the insurance.

B. The STA has agreed to eliminate the Prepaid Health Plan option for its members. As soon as practicable, the District will discontinue its contract with Univera.

C. The District will provide Dental Insurance as negotiated by the parties for eligible employees pursuant to the Syracuse City School District Dental Assistance Plan. With regard to the Plan, effective July 1, 2001, the District will assume all costs of such a program except for the following employee contributions:

<u>Effective July 1, 2001</u>	
Individual Coverage	\$2.00
Family Coverage	8.00

D. For any employee hired before July 1, 1978, the employee's eligibility shall be determined under the administrative regulations of the insurance carrier(s) and no employee who fails to qualify under the rules of the carrier(s) shall have the benefits of the health and/or dental insurance program. Any employee hired after July 1, 1978, must, in addition to these eligibility requirements, be employed in the bargaining unit to regularly work twenty-five (25) or more hours per week to be eligible to apply for these insurance benefits. No grievance shall be entertained nor shall any arbitrator have the power to award redress which would require the District to pay any health or dental insurance benefit which is disallowed by the present carrier(s) or any successors thereto. This provision shall in no way be construed as preventing the employee from taking such action as may be deemed necessary against the carrier(s) if the employee feels that any determination made by the carrier(s) regarding eligibility is inappropriate.

E. The District will permit the admission of the children of Unit 8 members to the existing child care services, which are maintained for Unit 1 members, provided space is available.

F. Payments for treatment of mental or nervous disorders outside the hospital are covered but subject to 80% payment. There shall be a maximum of \$60.00 per visit and \$3,000 per year to a lifetime maximum of \$6,000.

G. Well child care was added to the District's Health Benefits Program effective May 15, 1996.

H. The parties agree in lieu of vision care benefits previously in effect, the District will pay \$150.00 per employee per year to an Association designated plan or trust. The parties shall agree to a Memorandum of Agreement delineating their responsibilities in connection with such plan or trust.

I. Flexible Benefit Plan (Section 125 Plan) - The District shall continue at no cost to the employee, a flexible benefit spending plan pursuant to IRS regulations with operating procedures jointly determined by the parties, and administered by Preferred Group Plans, Inc., in accordance with IRS regulations. This plan may be utilized for premium payments, deductibles, co-insurance amounts, dependent care, and other unreimbursed medical expenses.

J. Mail Order Drug Program:

Year:	Increase to:
One (7/01/03 - 6/30/05)	Effective July 1, 2003, employee co-pays for the Mail Order Drug Program are \$5.00 (generic drugs), \$10.00 (preferred drugs) and \$25.00 (non-preferred drugs)

K. The individual/family deductibles for non-POMCO providers are \$75.00/\$225.00 respectively and the emergency room co-payment is \$35.00.

L. Retirees, who have retired after January 1, 1980, must have at least ten (10) years of full-time service in this District to be eligible to participate in the Syracuse City School District Health Plan upon retirement.

M. PET Scans will need pre-certification under the Health Plan.

N. In the event that both husband and wife are full-time employees of the District, the rate of contribution for family coverage shall be the sum of the two individual premiums (amount dependent on income level of each spouse).

**ARTICLE 11
VACATIONS**

- A.** All employees in the Unit shall be entitled to school recesses, with pay, as specified in the annual school calendar issued by the Superintendent of Schools, provided that they have been on the active and current payroll for a period of thirty (30) calendar days preceding the period for which they are paid for time not worked. In no instance shall a period of paid vacation be in excess of the period of recess as set forth on the school calendar. Representatives of the Unit will continue to be consulted about the development of the annual school calendar.
- B.** The vacation pay shall be computed upon the basis of the average hours worked in the work week for the thirty (30) day period preceding the vacation periods, exclusive of overtime. The vacation pay shall be based upon the current day rate of the employee.
- C.** In cases of duplication of paid time off from work provided under Article 11 – Vacations, and Article 12 – Holidays, the employees in the Unit shall be limited to payment of straight time once for the same hours not worked. The purpose of this paragraph is to prevent pyramiding in any form for payment of hours not worked.
- D.** If an employee requests and is granted an unpaid, excused day of absence by the Superintendent of Schools, immediately prior or subsequent to a normally paid vacation period, the employee shall be paid for that vacation period.

**ARTICLE 12
HOLIDAYS**

- A.** Employees in the Unit shall be entitled to legal and school holidays, including Labor Day, with pay, as specified in the annual holiday schedule for non-teaching employees issued by the Superintendent of Schools.
- B.** To be paid for a holiday, a person must be present, or constructively present (e.g. drawing sick leave pay), on the regularly scheduled work day before and after the holiday and have been on the active and current payroll for a period of thirty (30) calendar days preceding the holiday.
- C.** Holiday and vacation pay shall not be pyramided, and the Christmas and New Year holidays shall be included in the vacation periods as set forth in Paragraphs A and B of this Article as stated in Article 11.C.

**ARTICLE 13
LEAVES OF ABSENCE**

- A.** Request for Temporary Leave of Absence

 - 1. Any request for an excused, planned absence not otherwise covered by this Agreement shall be made in writing by the employee to the Superintendent through the building principal at least one (1) week prior the to requested time of absence. The Superintendent shall

determine whether or not such request for excused, planned absence shall be approved, and notify the employee in question of his/her decision as soon as practicable. In the event permission is granted, the Superintendent also shall determine whether or not deduction from salary shall be made. The Superintendent may, in his/her discretion, waive the time limits specified herein.

B. Sick Leave

1. Each member of the Unit shall be allowed sick leave without loss of salary for at least twelve (12) working days in any year due to personal sickness or physical disability, including maternity. If the full amount of sick leave allowed is not used in any school year, the amount not used shall be accumulated from year to year. Members of the Unit employed with effective dates subsequent to September 1st shall be credited with sick leave in accordance with the following table during the first year of employment:

<u>Effective Date of Employment</u>	<u>Sick Leave Credit</u>
September 1 – September 30	12 days
October 1 – October 31	10 days
November 1 – November 30	8 days
December 1 – December 31	7 days
January 1 – January 31	6 days
February 1 – February 28 or 29	5 days
March 1 – March 31	4 days
April 1 – April 30	3 days
May 1 – May 31	2 days
June 1 – June 30	1 day

During the first year (12 consecutive calendar months) of employment, an employee must present a certified physician's explanation accounting for use of sick leave beyond five days. Failure to provide such explanation shall result in a loss of pay equivalent to the time absent beyond five days. The five days do not have to be consecutive.

At the beginning of each subsequent year of employment, twelve (12) sick days shall be credited to each Unit member's account. There shall be no limitation on the total number of sick leave days which may be accumulated.

2. Disability due to pregnancy shall be treated in the same manner as all other temporary disabilities.

3. The employees who are absent from duty because of illness may be required, at the discretion of the Superintendent, or a designee, to file a medical report with the school medical director. When such a report is requested, the Superintendent will make a determination whether sick leave payments shall be allowed.

4. The employee shall notify the building principal/supervisor or his/her designee of the use of a sick day according to reasonable procedures established for call in. If the employee anticipates that he/she will not be able to return on the next day, the employee will call the building principal/supervisor before the end of the work day whenever possible. The employee shall be responsible to notify the principal/supervisor or his/her designee of any change in status which will affect the assignment of a substitute to the employee's position. In those cases where a sick leave is over five (5) days, the employee shall forward medical documentation and anticipated return date to the Health Services Office. The employee shall also call the building principal/supervisor to inform of the anticipated date of return whenever possible.

5. In the event an employee in his/her first year of service in the District is dismissed, remaining sick leave available to that employee shall be prorated in such manner that the total number of sick leave days used by that employee up to and including the effective date of termination shall not exceed:

- one (1) day for one (1) month's service
- two (2) days for two (2) months' service
- three (3) days for three (3) months' service
- four (4) days for four (4) months' service
- five (5) days for five (5) months' service
- six (6) days for six (6) months' service
- seven (7) days for seven (7) months' service
- eight (8) days for eight (8) months' service
- ten (10) days for nine (9) months' service
- twelve (12) days for 10 (10) months' service

The District shall have the right to deduct any compensation for sick leave in excess of above. Such deduction may be made from the employee's final paycheck.

6. Employees regularly employed by the District in the summer shall be allowed to use one (1) day of sick leave during summer school employment.

7. Effective 7/1/2003 Refugee Translators who are regularly scheduled to work over 10 hours per week will receive prorated sick leave.

C. Personal Leave

In addition to vacation time, leaves of absence up to five (5) paid working days shall be granted to an employee to attend to:

1. Serious illness in the immediate family (as identified in section D.2.).
2. Personal matters which cannot be accomplished during other than normal working hours (for such proceedings as financial, real estate closing, Internal Revenue business, legal court appearance, estate settlement, legal consultations, reading of will, adoption, educational involving personal or family registration, graduation.)

An employee's request for the use of said personal days, except in emergency situations, shall be made five (5) days prior to the requested day, and may be denied if the Supervisor feels the intent of this paragraph is being violated. Unused personal days shall be credited to the employee's sick leave account at the end of each school year.

D. Sickness or Death in Immediate Family

1. Each employee shall be granted up to six (6) days of leave with full pay for each death in the immediate family or the nearest relative. Such leave shall not be curtailed because of use of family illness days and shall be on a non-cumulative basis.

2. Time off for serious illness in the immediate family shall be charged against personal leave as identified in section C of this Article. Immediate family, for purposes of sections D.1. and D.2., consists of:

Husband	Father	Son	Domestic Partner *
Wife	Mother	Daughter	
Sister	Brother	Guardian in loco parentis	

In-laws in the above categories, where applicable

3. Each employee shall be allowed one (1) additional full-time day to attend the funeral of any of the following family members:

Aunt	Niece	Grandparents
Uncle	Nephew	Grandchildren**
Cousin		

Summer school employees who are regularly employed by the District shall be allowed to use one (1) day of previously accumulated sick leave during each summer of summer school employment.

* Permitted per affidavit to be filed with the Personnel Office

**Upon request, the Superintendent is authorized to grant leave pursuant to Section D.1.

4. The Superintendent is authorized to grant additional paid emergency or funeral leave under unusual circumstances, which, in his/her judgment, justify such an exception.

E. Compensation Cases

1. Employees who become ill or injured due to circumstances arising out of and in the course of employment shall file a report of such illness or injury with the District and with the Workers' Compensation Board. Such report shall be filed within the time, and in the manner, required by the New York State Workers' Compensation Law. In those instances where an

illness or injury is determined by the District or other forum of competent jurisdiction to be compensable as arising out of and in the course of employment, the District will compensate said employee during the period of such illness or injury up to the amount of his/her full salary.

a. The District shall charge to the employee's accumulated sick leave any time taken because of such illness or injury for which the employee receives his or her regular salary. Such charge to, and deduction from, accumulated sick leave shall be proportionate to, and based upon, the percentage relationship between the employee's per diem rate and the daily compensation amount. No such pro rata deduction from accumulated sick leave shall be made in the event the compensable absence is the result of bodily or personal injury resulting from an assault upon the employee or because of gross negligence on the part of the District, except when there is contributory negligence on the part of the employee.

b. In the event the number of compensation days exhausts the employee's accumulated sick days in any school year, the employee shall continue to receive full salary. Sick days which may be credited to the employee at the beginning of the next school year shall not be charged against any compensation days taken during the prior year.

c. The District will also pay, in any compensable line of duty injury, all costs of medical expenses incurred as a result of said injury not covered by insurance provided by the terms of this Agreement. In case of an award, or third party settlement, loss of wages and/or medical or other expenses paid to the employee by the District and included in such settlement or award shall be reimbursed to the District. Any lump sum settlement or award, or damages other than such loss of wages and/or medical or other expenses, shall not be transferred to the District.

2. Employees who are absent from duty with pay, pursuant to this paragraph, may be required, at the discretion of the Superintendent, to file a medical report with the School Medical Director. When such a report is requested, the Superintendent will make a determination on the basis of said report and the recommendation of the School Medical Director whether pay shall be continued. In no instance, shall payments to an employee for service-connected disability exceed those provided under Compensation Law, unless the Superintendent, in his/her sole and exclusive discretion, shall authorize such payments, notwithstanding any determination by any compensation board which is at variance with the determination of the Superintendent.

3. Absences due to communicable disease or intentional tort which have been ruled by the New York State Workers' Compensation Board to be compensable shall not be charged against the employee's accumulated sick leave days, provided that a Workers' Compensation claim has been filed, proposed, and accepted by the District. In compensation cases resulting from such illness, the weekly allowance paid the employee under Workers' Compensation will be transferred to the District.

F. Jury Duty

Each employee shall be granted leave with pay as may be necessary in order to perform jury duty. Such absence shall not be deducted from any other leave allowance. When an employee receives notice of call to jury duty, the individual shall notify the Building Principal,

or designee, to that effect, on the first school day following receipt of such notice, providing to the Principal a copy thereof.

G. Any employee shall be granted a leave of absence, with pay, by the Superintendent of Schools for any reason required by law.

H. For purposes of longevity, leaves of absence without pay of less than six (6) months shall be disregarded. In case of leaves of absence between six (6) months and one (1) year, the entire year will be deducted in determining the accumulated time. In leaves of absence greater than one (1) year, each succeeding year will be treated as an additional year.

1. A leave of absence without pay does not rescind or reduce the accumulated sick leave credits of an employee, except when the leave of absence is granted because of illness and benefits are accepted.

2. Benefits, other than continuous service as defined by Paragraph F above to which the employee normally would become entitled during the regular course of employment under sick leave plans, are not granted, and do not accumulate during unpaid leaves of absence.

3. Benefits to which an employee would become entitled during the regular course of employment under vacation and holiday privileges are not granted during unpaid leaves of absence.

I. Any employee being granted leave of absence because of ill health or incapacity may be required, at the discretion of the Superintendent of Schools or a designated representative, to present certification of health status from the employee's own physician, or submit to a physical examination by a legally qualified physician, designated by the Superintendent, at no expense to the employee. Such an examination or certificate of health status may also be required of the employee, at the discretion of the Superintendent of Schools or a designated representative, upon return from a leave of absence, prior to reinstatement.

J. Leaves Without Pay - There shall be a District Committee, consisting of one (1) Unit 8 member to be appointed by the Association, one (1) Administrator to be appointed by the District, and one (1) individual to be selected by the other two (2), to review requests from employees for short term unpaid leaves of absence, of up to five (5) school days, which are in compliance with Administrative Bulletin No. 7. Said leaves shall be granted only to accommodate unusual or extraordinary circumstances and limited to the extent there shall be no more than a total of thirty (30) days available for leaves of this kind during any school year. A written request for such leaves must be submitted to the Committee at least thirty (30) days prior to the date of the leave unless circumstances make it impossible to do so.

K. Temporary Military Service

1. Employees shall be paid all salary and other benefits for any and all periods of absence while engaged in the performance of ordered temporary military duty and while going to and returning from such duty, as required by New York State Military Law. If possible, notice

will be given the Building Principal or Supervisor at least two (2) weeks in advance and shall be transmitted, at the same time, in writing, to the Superintendent. Every effort shall be made by such employee affected by this Paragraph to serve temporary active duty obligations during periods of time when school is not in session and at the request of the Superintendent or his/her designee, such employee shall be required to provide evidence of such effort in the form of a written request to the appropriate military authority to serve at a time when school is not in session. The Board agrees to intervene with higher military authorities in an effort to assist the employee who is attempting to comply with this stipulation. It is the intention of the parties that employees shall not serve temporary voluntary military duty during the periods that school is in session.

2. Military leave of absence for employees shall be granted pursuant to the New York State Military Law and any other state or federal statutes which may apply. Such military leave of absence shall be granted to any employee while engaged in the performance of ordered military duty, and while going to and returning from such duty, as provided by law, except the term "ordered" shall not include those instances where the leave is as a result of employee contrivance, whether by planned acquiescence or other means direct or indirect, to arrange for such duty to be taken at a time when it is not actually required by the military and/or inconvenient to the needs of the District. Absence of an employee, pursuant to this Paragraph during time of national emergency, shall not constitute an interruption of continuous employment. An employee returning from military leave of absence shall be entitled to the full military service credit then allowed for salary purposes to new applicants for positions in the District. All provisions of this sub-Paragraph shall be amended in accordance with any changes in federal or state legislation which delimit any of the above provisions.

L. Each employee shall receive full pay for absence due to abnormally severe weather or other emergency conditions when so certified by the Principal or Supervisor and approved by the Superintendent.

1. The official closing of schools by the Superintendent shall not result in loss of pay by any employee unless such closure is the result of unauthorized absence from duty by members of the Unit or unless an employee has been granted excusal from duty, without pay, for the day or days of such closing.

2. Any employee who is on sick leave with pay on days when schools are closed due to weather conditions or other emergencies will receive full pay for such days and will not have said days deducted from his/her accumulated sick leave allowance.

3. In the event that schools are officially closed by the Superintendent for a period of time sufficient to require an alteration in the official School Calendar for the remainder of the year to make up the time lost, no additional compensation shall be paid to any employee for the days thereby added to the School Calendar.

4. On such emergency closing days, hourly employees will be paid the full amount for the number of hours scheduled for work on the day of closing.

ARTICLE 14
EXTENDED LEAVES OF ABSENCE

- A.** Unit 8 members who have completed one year in the District may be granted leaves of absence, upon the recommendation of the Superintendent and the approval of the Board of Education, which shall be without loss of job status. All requests for leaves of absence shall carry affirmation of intention of the applicant to return to an assignment in the District upon the termination of such leave.
- B.** Unit 8 members shall submit a written application for leave of absence to the Director of Personnel, stating the specific reason for the leave and must be filed at least (30) days prior to the effective date of leave whenever possible. Members shall furnish whatever evidence which may be required by the Director of Personnel in support of their request.
- C.** Leaves shall be granted for a period of one (1) year at a time. Where leaves are permitted for over one (1) year, the member shall inform the Director of Personnel in writing of their intention to return for the next school year or their request for additional leave.
- D.** The Board of Education reserves the prerogative of recalling to service any or all members who have been granted leaves of absence, when an emergency or staff shortage makes such action necessary. It is understood, however, that leaves granted for personal illness, approved educational commitments or military service shall not be affected by this provision.
- E.** All leaves must terminate at least five (5) working days prior to any scheduled holiday or recess; or, on or after the first working day following such holiday or recess.
- F.** A member returning from any extended leave of absence may be reassigned to any vacancy within the District within job title.
- G.** If during the period of any such leave, the employee accepts other employment, the SCSD reserves the prerogative of recalling the member to service.
- H.** The Superintendent with the approval of the Board of Education shall have the discretion to extend the leaves of absence beyond the stated periods.
- I.** Any member who is granted a leave of absence under the provisions of this Article shall not be eligible for any payments with the exceptions of approved sabbatical payments under the Career Ladder, or of payments approved by the Board of Education for military leave. Leaves shall be granted for the following reasons:
1. Extended Personal Illness – A member whose personal illness extends beyond the period of accumulated and extended sick leave, will be granted a leave of absence for such time as is necessary for recovery from such illness, up to a maximum of two (2) years. Such leave of absence shall be supported by physician's certificate. Upon return from this leave, the member shall be required to furnish a doctor's certification indicating fitness to return to employment. At the end of two (2) years, if the member is unable to return, the member's employment may be terminated, subject to applicable laws and regulations.

2. Child Care/Pregnancy – Any member shall be granted, upon written application, a leave of up to one (1) year. Child leave may not be granted if more than one parent remains home with the child unless there are exceptional and medically compelling circumstances.

3. Military – Military leave of absence shall be granted pursuant to applicable state and federal statutes. A member returning from military leave of absence shall be entitled to full service credit of time for purposes of salary.

4. Personal – A member may be granted, at the discretion of the Superintendent, an unpaid leave of absence of up to two (2) years for personal reasons, including but not limited to illness in the immediate family and care of an elderly person.

5. Continuing Education – A member shall be granted a continued education leave of absence for a period not to exceed one (1) year for the purpose of obtaining or maintaining education needed for certification or license. A member may be granted a continued education leave of absence for a period not to exceed one (1) year for the purpose of improving his/her educational credentials.

ARTICLE 15 HEALTH AND SAFETY

A. The City School District shall continue to make reasonable provisions as it deems adequate and necessary for the safety and health of its employees during the hours of their employment.

B. No person shall be acceptable for employment unless physically fit for the work contemplated by the job for which the applicant is being considered. Every person hired after the effective date of this Agreement shall, as a condition of employment, be required to submit to a medical examination. This examination, to determine the physical and mental fitness of the person to perform applicant's duties shall, at the option of the applicant, be completed at no cost to the applicant by a medical doctor assigned by the Board of Education, or completed at the applicant's expense by any duly qualified and licensed medical doctor who shall submit a report and recommendation in such detail and form as may be required to the School Medical Director.

C. All members of the unit shall be subject to, and comply with, all regulations pertaining to medical examinations and X-rays as issued from time to time by the School Medical Director.

D. The District will reimburse employees for items of clothing, or other personal property which are damaged or destroyed when, in the course of employment, the employee becomes involved or engaged in situations which are unusual and/or do not regularly or normally occur, such as altercations between students and/or employees, non-aggravated assault, fire, riot, etc. Such reimbursement shall not be made in cases where the employee has been careless or negligent, and/or has not exercised prudent judgment by wearing or otherwise displaying or possessing items which are not normally worn, used, or displayed during such course of employment, or the employee is able to be otherwise reimbursed as a result of the employee's existing insurance coverage. In no instance, however, shall such reimbursement exceed four

hundred dollars (\$400.00) with regard to any claim which is processed under this section. The District shall not be liable for the reimbursement required by this Paragraph if the employee refuses or fails to file the necessary reports and institute the necessary proceedings to facilitate the police and District investigations and prosecutions for such incidents.

ARTICLE 16 BUS AND STUDENT ATTENDANTS

- A.** Current Bus Attendants shall continue to work a minimum five (5) hour day as a Bus Attendant.
- B.** The Syracuse City School District and the Syracuse Teachers Association shall form a committee to determine the types of weather gear appropriate for use by Bus Attendants. The committee shall be comprised of equal numbers from the SCSD and STA. The initial cost of the equipment shall not exceed Five Thousand Dollars (\$5,000.00) and the equipment shall be replaced when necessary and appropriate by the SCSD as determined by the SCSD. Employees who have been careless or negligent and/or have not exercised prudent judgment whose equipment has been lost or stolen, shall be responsible for replacing the equipment. It shall be the responsibility of the employee to demonstrate that the loss of property was not the result of the employee's negligence.
- C.** The SCSD will establish the position of Student Attendant to supervise students on buses and in cafeterias. The Student Attendant shall work a minimum of seven (7) hours a day.
- D.** The SCSD will utilize Student Attendant positions when feasible.
- E.** Student Attendant positions will be offered to current employees prior to offering the position to someone outside the District.
- F.** When a current interested employee transfers to the Student Attendant position he/she will maintain their seniority and status.
- G.** SCSD and the STA will establish a procedure to identify interested employees within sixty (60) days from ratification.

ARTICLE 17 NEW EMPLOYEES

- A.** It is agreed that each newly hired employee in the Unit shall serve a training period of not to exceed twenty-six (26) weeks, and shall not be considered permanent until a formal job evaluation has been completed by the appropriate School District official with the exception of teaching assistants who are regulated by the Education Law.
- B.** It is agreed that any trainee in the Unit can be discharged at any time during the training period solely at the discretion of the District, and shall not have the right to seek relief pursuant

to the Grievance and Arbitration Procedure of this Agreement with the exception of teaching assistants who are regulated by the Education Law.

ARTICLE 18 JOB SECURITY

A. Any permanent employee not eligible for protection under Section 3020 of the Education Law shall have the right to challenge any disciplinary action in accordance with the Grievance and Arbitration Procedure of this Agreement, only if such disciplinary action constitutes an unreasonable or arbitrary exercise of management's rights, as described in Article IV. The burden of conclusively proving that the School District acted unreasonably or arbitrarily shall rest with the employee, and unless such burden is sustained, the arbitrator shall have no authority to disturb or modify in any manner the action taken by the District.

B. An employee against whom the District brings such disciplinary action shall have the right to representation by an Association representative.

C. The District agrees to hold employees harmless from any financial loss, including attorneys' fees arising out of any claim, demand, suit or criminal prosecution arising out of disciplinary action taken against any pupil in the District, or judgments by reason of any act, or omission to act, by such employees, within or without the school buildings, provided such employees, at the time of the act or omission complained of, were acting in the discharge of the employee's duties within the scope of the employee's employment, or under the direction of the District; provided, however, that the District shall be under no obligation to satisfy any financial or other penalty imposed upon an employee as the result of conviction of a criminal offense. It is further understood and agreed that the liability of the District, as set forth in this Section, shall be coextensive with, but shall not exceed, the liability as set forth in Sections 3023 and 3028 of the Education Law.

1. Notice of Claim – The District shall not be subject to the duty imposed in Paragraph C of this Article, however, unless the employee involved shall, within ten (10) days of the time the employee is served with any summons, complaint, process, notice, demand or pleading, deliver the original, or a copy of the same, to the Superintendent.

2. Notice of Incident – The District shall not be subject to the duty imposed by Paragraph C of this Article unless the employee involved shall, within ten (10) days of an occurrence which, reasonably, could be expected to result in a claim or complaint, notify the Superintendent, in writing, of the facts of said occurrence so that a timely investigation may be conducted by the District. Nothing contained herein shall be construed as a bar to an employee's exercising rights under Section 3023 of the Education Law or any other statute or regulation as may apply, nor shall it be construed as a bar to the District and the Association agreeing to waive the provisions of this Paragraph.

D. A member of the Unit who desires transfer to another building may file a written statement of such desire with the Director of Personnel Services no later than March 1. Request

for transfer should be made according to the procedures established by the Personnel Department and on a form available in the Principal's office.

Notice of such transfer will be given to the employee as soon as practicable.

E. Bus Attendants interested in particular bus runs shall submit a letter of interest to the Transportation Department.

F. Bus Attendants may in June submit a written request for desired bus routes for the next school year, listing top two choices. In making assignments, the Syracuse City School District shall consider many factors, including but not limited to, attendance, work performance, special needs and circumstances of the students being served and the seniority of the employee making the request. If an employee believes that his/her request has been unreasonably denied the employee, as a sole means of recourse, shall be entitled to meet with the Director of Transportation and/or the Director of Personnel to discuss the assignment.

A Bus Attendant may be removed from an assigned route at any time and shall be provided with a reasonable explanation for reassignment in writing.

ARTICLE 19 REDUCTION IN FORCE

A. When conditions make it necessary to reduce the bargaining unit by means of temporary and/or permanent layoff, the determination as to which jobs and/or individuals are to be eliminated shall be within the sole discretion of the Superintendent or the Superintendent's designee. In making such a determination, seniority shall be the determining factor if such factors as ability and qualifications, special training, experience in required tasks, performance on the job, evaluation reports, etc., are equal. Seniority shall be defined as continuous length of service since the last date of hire by the District within job classification consistent with appropriate State Law and Regulations. The job classifications for seniority purposes shall be as follows: teaching assistant, school monitor, bus attendant and separately, each such position within the Comprehensive Employment and Training Act, or any successor program.

B. All employees except teaching assistants who lose their jobs as the result of a reduction in force shall be placed on a preferential rehire list for a period of one year. In the event there is a recall to work, employees on the preferential list will be offered, in order of seniority as determined on the list, job openings within their job classification for which they are available and qualified. The Superintendent of Schools or designee will determine whether or not an employee on the preferential list is qualified, taking into consideration such factors as experience in required tasks, performance on the job, ability and qualifications.

C. The rights of teaching assistants in the event of a reduction in force shall be consistent with the provisions of State Education Law.

D. All employees employed by the District on or before July 1, 1975, as teacher aides or teaching assistants who previously worked as teacher aides and accrued seniority in that job

classification shall not lose any accrued seniority as a teacher aide as the result of their transfer into the position of teaching assistant.

There shall be no other exercise of seniority across job classifications or “bumping” within the bargaining unit the event of reduction in force.

ARTICLE 20 GRIEVANCE AND ARBITRATION PROCEDURE

A. Declaration of Purpose:

The purpose of this Grievance Procedure is to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees through procedures under which they may be presented free from coercion, interference, restraint, discrimination or reprisal, and by which the Board and its employees are afforded adequate opportunity to dispose of their differences by procedures available within the District.

B. Definitions:

1. For the purpose of this Agreement, and except as hereinafter set forth in Article XII-J, a “grievance” shall be defined as a dispute or controversy involving the interpretation and/or application of the express terms of this Agreement. It is understood and agreed that this Article shall not be a substitute for any other appropriate action or conditions of this agreement. However, in the event any employee elects to invoke such alternative statutory relief it shall be considered to be a waiver of the right to grieve under this Article.
2. “Supervisor” means any Supervisor including building administrators responsible for the area in which a grievance arises, except for the Superintendent.
3. “Superintendent” means the Superintendent of Schools.
4. “Association” means the Syracuse Teachers Association.
5. “Representative” means a representative of the Syracuse Teachers Association.
6. “Aggrieved party” means any employee(s) in the Unit filing a grievance.
7. “Party in interest” means the Grievance Committee of the Association and any party named in a grievance whom is not the aggrieved party.
8. “Hearing Officer” means any individual or board charged with the duty of rendering decisions at any stage on grievances. The hearing officer, at all times, shall have the right to question witnesses.
9. “Days” means school days under this Article.

C. Procedures:

1. All grievances shall be filed in accordance with the form attached as Appendix E. If events or conditions affect a group of employees, the Association may choose to file a consolidated grievance. If a number of grievances arise which contain common questions of fact, they may be consolidated and processed as one grievance, except where such consolidation may prejudice the rights of any party.

2. The preparation and processing of grievances, insofar as practicable, shall be conducted during hours of employment. All reasonable effort will be made to avoid interruption of work and/or involvement of students in any phase of the Grievance Procedure. There shall be no extra pay to any employee for time spent in preparation and processing of a grievance during non-school hours.
3. The Board and the Association agree to facilitate any investigation, which may be required, and to make available material and relevant documents, communications, and records concerning the grievance.
4. The grievant and Association shall have the right to be heard at all stages of the grievance process. All documents, communications, and records dealing with the processing of a grievance, shall be filed separately from the personnel files of the participants, except for the award of settlement when applicable to the employee.
5. Nothing contained herein will be construed as limiting the right of any employee to discuss any matter informally with any appropriate member of the Administration and having the matter informally resolved without recourse to the Grievance Procedure, provided that such resolution shall not create a precedent binding upon the parties in similar matters.
6. The Superintendent or his/her designee shall be responsible for accumulating and maintaining an official grievance record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes, and/or notes or testimony, as the case may be, written arguments and briefs considered at all stages. The official grievance record shall be available for inspection and/or copying by the aggrieved party, the Association, and the Board, but shall not be deemed a public record.
7. Nothing contained in this Article or elsewhere in the Agreement shall be construed to permit the Association to present, process, or appeal a grievance involving discipline of the employee on behalf of any employee without his/her consent.

D. Time Limits:

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
2. No written grievance will be entertained, and will be deemed waived, unless forwarded at the first available stage within thirty (30) school days after the employer knew, or should have known, of the act or condition on which the grievance is based.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
4. Failure at any stage of the Grievance Procedure to communicate a decision to the

aggrieved party, and/or the Association, within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

5. If a grievance is filed within sixty (60) days prior to the end of a school year, the parties shall condense the grievance to provide for the completion of all pre-arbitration stages prior to the opening of school.

E. Stages

1. Stage 1 – Supervisor

- a. An employee and/or his/her representative shall informally discuss the grievance with the supervisor within the thirty (30) day time limit. The Supervisor shall propose a resolution or deny the grievance within five (5) days.
- b. If the grievance is not resolved informally, it shall be reduced to writing and sent to the Supervisor within ten (10) days. Within five (5) school days after the written grievance is received, the Supervisor shall render a written decision to the employee and Association representative.
- c. If the grievance involves a claim to which the supervisor has been informed and which the supervisor lacks the authority to resolve, it may be brought directly to Stage II.

2. Stage 2 – Superintendent

- a. If the grievance is not resolved at Stage 1, the Association may appeal to the Superintendent within ten (10) days after receipt of the decision from the Supervisor.
- b. Within fifteen (15) days after receipt of the appeal, the Superintendent, or his/her representative, shall meet with the Association to review the relevant facts and circumstances of the grievance. The Association shall have the right to bring the aggrieved employee(s) to this meeting.
- c. The Superintendent or his/her designee shall render a written decision to the Association within fifteen (15) days after the conclusion of the meeting.

3. Stage 3 – Board of Education

- a. If the grievance is not resolved at Stage 2, the Association may appeal the grievance to the Board of Education within ten (10) days of receipt of the Superintendent's (or designee's) decision. Within twenty (20) days of the receipt of the appeal, a Subcommittee of the Commissioners shall meet with the Superintendent (or designee) and the Association representative to review the relevant facts and circumstances of the grievance. The Association shall have the right to bring the aggrieved employee(s) to this meeting. The Subcommittee shall have the right to have Board Counsel in attendance.
- b. Within fifteen (15) days of the meeting, the Subcommittee of Commissioners shall render a written recommendation to the Superintendent and to the Association.
- c. Grievances involving termination of probationary appointments, grants of

tenures and/or commencement of discipline or discharge of tenured/permanent employees shall not be subject to Stage 3, but may be moved directly to Stage 4 when applicable.

4. Stage 4 – Arbitration

- a. A grievance, which is not resolved at Stage 3, may be submitted by the Association to an arbitrator for decision. Notice of Demand for Arbitration shall be filed with the American Arbitration Association (AAA) within ten (10) days after receipt of the decision of the Superintendent or, where no decision has been issued as provided herein, three (3) days following the expiration of the time limits specified.
- b. Upon receipt of a list provided by the AAA, the parties will attempt to mutually designate an arbitrator, and will obtain a commitment from said arbitrator to serve. In the event that the parties cannot agree on an arbitrator from the first list submitted by the AAA, the parties shall follow the procedure set forth by the AAA for the designation of the arbitrator.
- c. If the parties mutually agree, an effort may be made to select an arbitrator other than from the AAA under circumstances where complex educational issues are involved and where technical professional compliance in education seems to both parties essential to a resolution of the dispute.
- d. The selected arbitrator shall hear the matter promptly and issue a decision in accordance with the rules of the AAA. The arbitrator's decision shall be in writing and set forth findings of fact, opinion and conclusions on the issue(s) submitted. The arbitrator shall limit the decision strictly to the application and interpretation of the provisions of this Agreement, be limited to the issues or issues submitted for arbitration, and shall be without power or authority to make any decision:
 - (1) contrary to, inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable law or rules and regulations having the force and effect of law;
 - (2) involving Board discretion or Board policy under the provision of this Agreement, under Board bylaws or under applicable law, except the arbitrator may decide in a particular case based on a provision of this Agreement involving Board discretion or Board policy, whether the Board applied such discretion or policy in a manner which is arbitrarily or capriciously inconsistent with the general practice followed throughout the District in similar circumstances; or
 - (3) limiting or interfering in any way with the powers, duties and responsibilities of the Board under its bylaws, applicable law, and rules and regulations having the force and effect of law.
- e. The decision of the arbitrator, made in accordance with the jurisdiction and authority under this Agreement, shall be final and binding.
- f. The Board agrees it will apply the decision of an arbitrator sustaining a grievance to all substantially similar situations which occur under the contract provision(s) at issue. The Association agrees it will not initiate or continue or represent any teacher in any grievance which is substantially similar to one which has been denied by the decision of an arbitrator.

General Provisions:

1. The Association and the Board shall share all costs arising out of the administration of this Article beyond Stage 2 equally.
2. The formal rules of evidence shall not apply in the administration of this Article.
3. Any party in interest may receive a copy of any record made at any stage of the Grievance Procedure upon written request and by paying for the cost of reproduction. No full transcript may be required at any stage of this procedure, with the exception of the arbitration stage. The decision as to the nature of the record kept at the arbitration stage shall be at the discretion of the arbitrator. The Association at Stage 2 may file no grievance if it is resolvable at Stage 1. The Association shall not have the right to process such a grievance beyond Stage 1 without exhausting the remedies available at Stage 1.
4. All parties in any way involved in the processing of a grievance shall have the opportunity to enter into the record any claim of error in the minutes, as provided in subsection C.12 of this Article.
5. The time limits specified in this Article shall commence at the normal hour for the opening of business on the business day next following the event or occurrence, which caused the time period to begin.
6. The Association has the right to initiate or appeal a grievance involving alleged violation of the express terms and conditions of this Agreement.
7. Any grievance based on a complaint that a teacher's salary has been miscalculated, or that the teacher has been denied salary payment to which the express terms of this Agreement entitle him/her, shall be filed directly with the Assistant Superintendent for School Services, or his/her designee, and shall next be appealed to the Superintendent. In such cases, the provisions of the general procedures relating to Stage 1 shall apply to the presentation and adjustment of the grievance at the level of the Assistant Superintendent for Support Services. The time limits and other requirements established for all other grievances shall apply in such cases with the exception, however, that if an Association representative of the employee processes the grievance, or an attorney when the grievance is in the arbitral stage, the teacher need not be present at any conference. The provisions of this Article relating to Stage 2 shall apply to any appeal to the Superintendent from a decision of the Assistant Superintendent for Support Services.
8. In the event a dispute arises in which the Superintendent or the Board alleges the express terms of this Agreement have been violated by a teacher, a group of teachers, or the Association, the Board may in its discretion initiate a grievance with the employee, group of employees, or Association, as the case may be, or pursue any other available remedy.

In such cases, when the Board elects to file a grievance with the Association or an employee or group of employees, the provisions of the general procedures relating to Stage 1 shall apply to the presentation and adjustment of the grievance at the level of the employee, group of employees, or the Association, as the case may be. If the grievance is not resolved, the Board or the Association may refer the matter to arbitration, subject to all of the express procedures, time limits, and other provisions relating to arbitration contained in this Article, or elsewhere in this Agreement.

9. It is the intention of the parties to provide for representation of any employee individually or by Association representative, except when otherwise provided by law. Consequently, an officer, agent, or member of a competing teacher organization may represent no party in interest at any stage of the Grievance and Arbitration Procedure. When the Association does not represent an employee, the Association shall have the right to be present and to state its view at all stages of grievance processing.

ARTICLE 21 GENERAL CONSIDERATIONS

- A. Neither party to this Agreement shall attempt to make any alterations, modifications, changes, or variations to any of the items expressly and specifically covered by this Agreement, except those that are made by mutual agreement signed and appended hereto.
- B. In the event that any Article or Section of the Agreement shall be determined by a court of competent jurisdiction to be null, void, or unenforceable, such decision shall not affect any of the other provisions of this Agreement which shall continue in full force and effect.
- C. No employee shall suffer a reduction in rate in the job classification in which the employee is working as a result of the execution of this Agreement.

ARTICLE 22 WORK RULES

- A. Any and all employees in the Unit shall be subject to the direct supervision of their building administrator or assigned program supervisor, and to the general supervision and direction of the District's Personnel Department.

- B. Absence Procedure for School Based Personnel

Whenever it is necessary for an employee to be absent from duty it shall be the employee's responsibility to notify designated superior so that the workload can be adjusted accordingly. It is the employee's responsibility to keep the immediate superior or supervisor informed as to when the employee will be available for duty. If the employee does not notify the immediate superior or supervisor, or cannot be reached within three (3) days, this may be considered as grounds for termination of employment at the discretion of the Superintendent of Schools. All members of the Unit shall abide by the provisions of Administrative Bulletin No. 1

issued by the Superintendent of Schools at the beginning of each school year with respect to requesting excused absence from duty.

C. Tardiness

Each employee is expected to be punctual. Habitual tardiness will be subject to supervisory reprimand. If satisfactory improvement is not made, the supervisor may make a report to the Superintendent of Schools or designated representative for such action as may be deemed necessary.

D. Confidential Information

1. General Statement – From time to time, members of the Unit have occasion to handle confidential information. It is imperative that information of a confidential nature be kept confidential. Indiscretions involving this information can have serious consequences, such as the following:

- a. Damage the lives of students.
- b. Cause unnecessary embarrassment to students, as well as their families.
- c. Violate state, local or federal law or regulation as regards such information.

2. Methods of Keeping Information Confidential – The best and most appropriate means of keeping information confidential is the exercise of judgment and discretion in the way such information is discussed and handled. Information which is always considered confidential, such as policy reports, court records, I.Q.'s, etc. should be kept under lock and key. Furthermore, such information and circumstances shall never be discussed in open offices where others may overhear such discussion.

3. Violations – A member of the Unit who deliberately releases to unauthorized personal information which the member has been told, or which through office practice or obvious visible notations, any reasonable person would know is confidential, may be subject to dismissal at the discretion of the Superintendent of Schools.

E. Employees covered by the terms and conditions of this Agreement shall comply with all the rules and regulations promulgated by the Superintendent of Schools and the Board of Education.

F. 1. Teaching Assistants and Teaching Assistant Substitutes (Certified Building Substitutes) who are required to perform substitute services for a regular teacher for two or more hours in any work day shall receive the stipend for approved substitute duty contained in Appendix I of this Agreement for at least one-half day. If such substitute duty is for more than one-half of the work day, payment for such substitute work shall be consistent with existing practice.

2. Where a teaching assistant substitutes for a teacher for a minimum of one (1) hour and for less than two (2) hours during regularly scheduled teacher activities, such as but not limited to SBIT, Mentoring, PST, CSE, Site-Based Professional Development, and Team Leadership, the teaching assistant shall submit a separate time card with the cumulative hours of substitution, signed by the Principal, on a monthly basis. Compensation for accumulation of two-hours of substitution will be consistent with the above section, and over one-half of the workday, payment for such substitute work shall be consistent with existing practice. Activities such as meeting with parents, non-recurrent meetings with Principals and other staff are not covered by this section.

G. Any employee authorized in writing and in advance by an immediate supervisor to drive the employee's personal vehicle on District business shall be reimbursed at the then current Internal Revenue Service mileage rate. All claims for mileage reimbursement shall be made in accordance with existing District policy.

ARTICLE 23 EMPLOYEE EVALUATION

Both the District and the Association agree that all employees shall be regularly evaluated in order that the District and the individual employee will have an accurate and timely appraisal of performance. The following policy shall govern all employee observation and evaluation:

A. An employee will be given a copy of any written class visit or evaluation report prepared by the employee's principal and/or supervisor. No performance appraisal report shall be submitted to central administration, placed in an employee's file, or otherwise acted upon, without a copy to the employee.

B. Each employee will have the right, in accordance with procedures established by the Personnel Department and in the presence of the Director of Personnel Services or designee, to review, and copy, the contents of the employee's complete personnel file, with the exception of confidential recommendations. An employee will be entitled to have a representative of the Association accompany the employee during such review.

C. With the exception of confidential employment recommendations, an employee shall receive a copy of all entries made in the employee's personnel folder. In any instance where an entry is made in a personnel folder with which the employee disagrees, or takes exception, the employee shall have the right to file a written statement in the employee's behalf, with copies to all parties concerned, and such statement shall become an attachment to the said entry, and shall become a permanent part of the personnel record of the employee.

D. Forms used to evaluate Unit employees shall be jointly developed by the Association and the District. Within six (6) months of ratification of this Agreement, the Syracuse City School District and the Syracuse Teachers Association will meet to revise evaluation forms and clarify procedures.

**ARTICLE 24
IN-SERVICE TRAINING**

In-service training programs for members of the Unit will be conducted as deemed necessary at the discretion of the Superintendent.

A. The District agrees to establish a mechanism for receiving suggestions from members of the Unit as to the form and content of in-service programs provided only for members of the Unit.

B. Members of the Unit shall be eligible to participate in in-service programs offered by the District for members of the professional staff. Such participation shall be contingent upon members of the Unit fulfilling any prerequisite requirements.

C. Effective 7/1/2003 members who present workshops during school hours, will be given three (3) hours of release time for preparation prior to the workshop.

**ARTICLE 25
PROFESSIONAL TRAINING**

The District shall reimburse members of the Unit employed on a full-time basis for the position held for incurring tuition (only) costs for courses approved in advance and satisfactorily completed at accredited New York State Community Colleges, State University of New York and other accredited colleges and universities subject to the following:

1. Reimbursement shall not exceed the undergraduate tuition rate of the State University of New York or Community College. In no instance shall reimbursement exceed the actual cost to the employee.

2. Reimbursement shall be limited to the maximum of six (6) credit hours per employee during any calendar year.

3. Any course taken must be job related and must be approved in writing, in advance, by the Career Ladder Coordinator.

4. The course must require a minimum of thirty (30) clock hours of attendance.

5. Satisfactory completion means a grade of B or higher.

6. The District will not reimburse members of the Unit for any hours taken beyond the baccalaureate degree.

7. The District will not reimburse an employee for hours taken during working hours if the employee is being paid by the District during the hours the employee attends the course.

8. Reimbursement shall be made on the basis of a District claim form filed by the employee to which is attached an official transcript showing proof of satisfactory completion, together with a copy of the written advance approval from the Career Ladder Coordinator.

9. Notwithstanding any of the foregoing, the maximum amount expended by the District shall not exceed \$8,000 per calendar year.

**ARTICLE 26
LENGTH OF AGREEMENT**

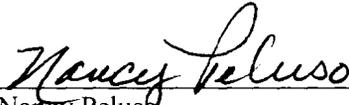
A. The provisions of this Agreement shall be effective as of July 1, 2002, and shall remain in full force and effect up to and including June 30, 2006, and shall be renewed automatically from year to year thereafter unless written notice of desire to terminate or modify is given by either party to the other on or before the expiration date.

B. Duplicate copies of this Agreement shall be made at the expense of the School District and a copy given to each new employee within two (2) weeks of their employment.

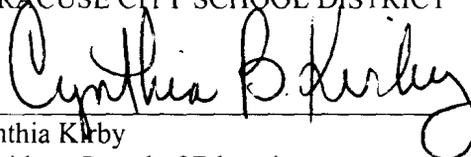
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 2005. UNIT 8 (ASSISTANTS AND ATTENDANTS).


Katherine A. McKenna
President, Syracuse Teachers Association, Inc.


Nancy Peluso
President, Unit 8 (Assistants & Attendants)

BOARD OF EDUCATION OF THE
SYRACUSE CITY SCHOOL DISTRICT


Cynthia Kirby
President, Board of Education

**APPENDIX 1
SALARY SCHEDULE – UNIT 8**

July 1, 2002 - June 30, 2003

	Annual Hire Rate Year 1	Annual Job Rate Years 2-5	Longevity Increment Years 6-10	Years 11-15	Years 16-20
Teaching Assistants	\$15,354	\$18,300	\$330	\$540	\$600
School Monitors	\$13,701	\$16,384	\$330	\$540	\$450
Bus Attendants	\$8.59	\$10.28	\$10.63	\$11.03	\$11.30

Effective 7/1/2002 the contract rate *is* increased 4%.

“Red Circle” rates – increase by 4% for teaching assistants.

STIPEND FOR APPROVED SUBSTITUTE DUTY:

Unit members, including teaching assistant/substitutes and teaching assistants, who are approved by the Board of Education to act as substitute teachers, shall receive a stipend of \$27.00 for each full day of such duty.

LONGEVITY:

1. All longevity increments shall be granted upon applications by the employee and verification of entitlement by the Personnel Department. It shall be the employee’s sole responsibility to make application to the Personnel Department for the longevity increments not later than December 1 of the year the employee is eligible for the increment. Any application received after the deadline date may not become effective until January of the following year. Retroactive payments in a previous budget year will not be paid. Longevity increments for less than full-time employees who are eligible shall be prorated.

2. Longevity increments for assistants and monitors shall be \$450.00 for each five (5) years of additional service, commencing with the 21st year. Longevity increments for attendants shall be \$.42 per hour for each five (5) years of additional service commencing with the 21st year.

TENURE STIPEND:

3. Teaching Assistants and Teaching Assistant Substitutes who become tenured will receive a \$200.00 Tenure Stipend to be added to salary. Such stipend shall be granted only once and shall become part of base salary.

CERTIFICATION STIPEND:

All Teaching Assistants and Teaching Assistant Substitutes who possess applicable New York State Certification shall receive a certification stipend of \$500. Such stipend shall be granted only once and become part of base salary.

**APPENDIX 1
SALARY SCHEDULE – UNIT 8**

July 1, 2003 - June 30, 2004

	Annual Hire Rate Year 1	Annual Job Rate Years 2-5	Longevity Increment Years 6-10	Years 11-15	Years 16-20
Teaching Assistants	\$15,922	\$18,977	\$400	\$600	\$600
School Monitors	\$14,249	\$17,039	\$330	\$540	\$450
Bus Attendants	\$8.93	\$10.69	\$11.04	\$11.44	\$11.71

Effective 7/1/2003 the contract rate for Bus Attendants and *School Monitors* is increased 4%.

Effective 7/1/2003 the contract rate for Teaching Assistants is increased 3.7%.

“Red Circle” rates – increase by 3.7% for teaching assistants.

STIPEND FOR APPROVED SUBSTITUTE DUTY:

Unit members, including teaching assistant/substitutes and teaching assistants, who are approved by the Board of Education to act as substitute teachers, shall receive a stipend of \$28.00 for each full day of such duty.

LONGEVITY:

1. All longevity increments shall be granted upon applications by the employee and verification of entitlement by the Personnel Department. It shall be the employee’s sole responsibility to make application to the Personnel Department for the longevity increments not later than December 1 of the year the employee is eligible for the increment. Any application received after the deadline date may not become effective until January of the following year. Retroactive payments in a previous budget year will not be paid. Longevity increments for less than full-time employees who are eligible shall be prorated.

2. Longevity increments for assistants and monitors shall be \$450.00 for each five (5) years of additional service, commencing with the 21st year. Longevity increments for attendants shall be \$.42 per hour for each five (5) years of additional service commencing with the 21st year.

TENURE STIPEND:

3. Teaching Assistants and Teaching Assistant Substitutes who become tenured will receive a \$200.00 Tenure Stipend to be added to salary. Such stipend shall be granted only once and shall become part of base salary.

CERTIFICATION STIPEND:

All Teaching Assistants and Teaching Assistant Substitutes who possess applicable New York State Certification shall receive a certification stipend of \$500. Such stipend shall be granted only once and become part of base salary.

**APPENDIX 1
SALARY SCHEDULE – UNIT 8**

July 1, 2004 - June 30, 2005

	Annual Hire Rate Year 1	Annual Job Rate Years 2-5	Longevity Increment Years 6-10	Years 11-15	Years 16-20
Teaching Assistants	\$16,479	\$19,641	\$400 \$600	\$600	\$600
School Monitors	\$14,819	\$17,721	\$330	\$540	\$450
Bus Attendants	\$9.29	\$11.12	\$11.47	\$11.87	\$12.14

Refugee Translators *are* paid at a rate of \$11.50/hour.

Effective 7/1/2004 the contract rate for Bus Attendants and *School Monitors is* increased 4%.

Effective 7/1/2004 the contract rate for Teaching Assistants *is* increased 3.5%.

“Red Circle” rates – increase by 3.5% for teaching assistants.

STIPEND FOR APPROVED SUBSTITUTE DUTY:

Unit members, including teaching assistant/substitutes and teaching assistants, who are approved by the Board of Education to act as substitute teachers, shall receive a stipend of \$29.00 for each full day of such duty.

LONGEVITY:

1. Effective 9/1/2004 Longevities will automatically be added to pay based upon verification of entitlement by the Personnel Department. Longevity increments for less than full-time employees who are eligible shall be prorated.
2. Longevity increments for assistants and monitors shall be \$450.00 for each five (5) years of additional service, commencing with the 21st year. Longevity increments for attendants shall be \$.42 per hour for each five (5) years of additional service commencing with the 21st year.

Effective 7/1/2004 twelve (12) and seventeen (17) year longevities (at the completion of those years) \$250 each shall be added for Teaching Assistants. Percentage raise will be applied to base salary and all stipends except if the stipend is initially earned within this year.

TENURE STIPEND:

3. Teaching Assistants and Teaching Assistant Substitutes who become tenured will receive a \$200.00 Tenure Stipend to be added to salary. Such stipend shall be granted only once and shall become part of base salary.

CERTIFICATION STIPEND:

All Teaching Assistants and Teaching Assistant Substitutes who possess applicable New York State Certification shall receive a certification stipend of \$500. Such stipend shall be granted only once and become part of base salary.

**APPENDIX 1
SALARY SCHEDULE – UNIT 8**

July 1, 2005 - June 30, 2006

	Annual Hire Rate Year 1	Annual Job Rate Years 2-5
Teaching Assistants	\$17,023	\$20,289
School Monitors	\$15,412	\$18,430
Bus Attendants	\$9.66	\$11.56

Effective 7/1/2005 the contract rate for Bus Attendants and *School Monitors* is increased 4%.

Effective 7/1/2005 the contract rate for Teaching Assistants is increased 3.3%.

“Red Circle” rates – increase by 3.3% for teaching assistants.

STIPEND FOR APPROVED SUBSTITUTE DUTY:

Unit members, including teaching assistant/substitutes and teaching assistants, who are approved by the Board of Education to act as substitute teachers, shall receive a stipend of \$30.00 for each full day of such duty.

LONGEVITY:

Members will be paid the following annual/hourly longevities after the completion of the specified number of years of continuous service:

	5 yrs	7 yrs	10 yrs	12 yrs	15 yrs	17 yrs	20 yrs
Teaching Assistants	\$600 \$400	\$250	\$600	\$250	\$600	\$250	\$450
School Monitors	\$330		\$540		\$450		\$450
Bus Attendants	\$.35/hr		\$.40/hr		\$.27/hr		\$.42

1. Longevities will automatically be added to pay based upon verification of entitlement by the Personnel Department. Longevity increments for less than full-time employees who are eligible shall be prorated.
2. Longevity increments for assistants and monitors shall be \$450.00 for each five (5) years of additional service, commencing with the 21st year. Longevity increments for attendants shall be \$.42 per hour for each five (5) years of additional service commencing with the 21st year.
3. Percentage raises are applied to base salary and stipend combined. In the year in which the stipend is earned, the percentage raise applies only to base salary before addition of the stipend. In the year in which a stipend is earned, the stipend is not added to the base salary to calculate percentage raise. However, in all succeeding years, stipends earned are added to and become part of base salary and percentage raises calculated thereon.

Effective 7/1/2005 seven (7) year longevity (at the completion of that year) \$250 shall be added for Teaching Assistants. Percentage raise will be applied to base salary and all stipends except if the stipend is initially earned within this year.

TENURE STIPEND:

Teaching Assistants and Teaching Assistant Substitutes who become tenured will receive a \$200.00 Tenure Stipend to be added to salary. Such stipend shall be granted only once and shall become part of base salary.

CERTIFICATION STIPEND:

All Teaching Assistants and Teaching Assistant Substitutes who possess applicable New York State Certification shall receive a certification stipend of \$500. Such stipend shall be granted only once and become part of base salary.

APPENDIX 2 CAREER LADDER

The Purpose: To provide Unit 8 employees with necessary training and skills development opportunities in order to meet the general and unique needs of the Syracuse City School District while concurrently allowing the advancement of the employee's formal education.

A. Master's or Bachelor's Study:

1. Employees eligible for this program must be accepted in a District approved program leading to a degree in order to qualify for the following benefits.
2. Employees will be eligible to receive up to twelve (12) hours of paid tuition per calendar year at the State University of New York or Community College tuition rates. The maximum number of hours (graduate and/or undergraduate) paid by the District by all provisions of this contract will not exceed twelve (12) hours unless the employee is participating in a paid sabbatical leave as provided below.
3. Tuition costs will be directly paid by the District to the college/university as long as a B average is maintained by the employee for graduate work or a C for undergraduate work. If a B/C average is not maintained the employee must assume payment of tuition costs subject to reimbursement procedures under **Article 25**. The District will resume direct payment once a B/C average is again attained.
4. Career guidance and assistance will be provided to enrolled employees through the Instructional Division's In-Service Department.

B. Sabbatical Leave with Pay

1. Applicants for this leave must demonstrate that the final year of preparation requires full time status as a student in residency.
2. The maximum number of employees eligible for this leave at any time shall not exceed six (6) full-time employees. If there are more applicants than paid leaves available the more senior applicants will have preference. Seniority for this purpose shall be defined as years of service within District job title.
3. The maximum number of hours paid by the District to an employee for this leave will not exceed thirty (30) hours, inclusive of District awarded vouchers.
4. Only applicants with three (3) years of continuous service in the Unit and approved by the District shall be eligible for paid sabbatical leave.
5. An employee on this leave may elect one of the following pay options:
 - ✓ half pay received over the District school year (ten months)

- ✓ full pay received over one half of the District school year (five months)
- ✓ full pay (contract salary) received over a twelve month period which will include employee work assignments during college/university breaks totaling twenty (20) weeks of assignment. The twenty (20) weeks of assignment will be established by the District with employee input and shall include a minimum six (6) weeks assignment prior to the onset of this leave.

6. Fringe benefits will be available consistent with existing District policy applicable to employees on paid leaves of absence.

7. Employees who have received a sabbatical leave must work a minimum of five (5) school years for the District subsequent to the leave. If the employee is capable of, but does not wish to continue employment in the District for the five (5) year period, the employee must reimburse the District for all salary paid during the sabbatical leave. If the employee completes less than five (5) years, reimbursement due to the District will be prorated for each year of completed service. The Superintendent, at his/her sole discretion, may waive reimbursement if the employee can substantiate that compelling personal reasons, beyond the employee's control, render the employee unable to complete this commitment.

8. If the employee receives a verified job offer from another employer and is not offered a position by the District for which they have taken this education, the employee may accept the offered position and not be responsible for salary reimbursement.

APPENDIX 3
IN-SERVICE SALARY CREDIT FOR TEACHING ASSISTANTS

Teaching assistants may apply to the Director of Personnel, or his/her designee, for the granting of salary credit after completing District sponsored in-service courses (such as courses through the Teachers' Center, SETRC, Site-Based Courses) or other approved in-service courses taken after ratification of this agreement. Salary credit (added to base salary) shall be granted at \$240.00 for the completion of six (6) credit hours (60 seat hours).

Application for approval of salary credit for non-district sponsored courses shall be made no later than thirty (30) days before a course begins and no such credit shall be granted retroactively.

If in-service courses are offered during the normal workday there shall be no salary adjustment for such courses.

This agreement will begin on June 30, 2003 and expire upon the expiration of a successor Unit 8 contract.

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