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

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**CONTRACTUAL AGREEMENT**

**BETWEEN**

**THE NORTH SYRACUSE CENTRAL SCHOOL DISTRICT**

**AND**

**THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.**

**LOCAL 1000**

**AMERICAN FEDERATION OF STATE, COUNTY**

**AND**

**MUNICIPAL EMPLOYEES**

**AFL-CIO**

**ONONDAGA COUNTY LOCAL 874**

**NORTH SYRACUSE OFFICE PERSONNEL**

**July 1, 2010, to June 30, 2012**

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AGREEMENT

BETWEEN THE NORTH SYRACUSE CENTRAL SCHOOL  
DISTRICT (HEREIN CALLED "DISTRICT") AND THE  
NORTH SYRACUSE OFFICE PERSONNEL UNIT,  
ONONDAGA LOCAL 874, CIVIL SERVICE EMPLOYEES  
ASSOCIATION, INC., LOCAL 1000 AFSCME AFL-CIO,  
(HEREIN CALLED "ASSOCIATION").

## PREAMBLE

WHEREAS, the parties hereto desire to promote harmonious cooperative relationships between the District and its employees of the Association regarding salaries, hours and other items and conditions of employment so that the cause of public education is orderly and uninterrupted and

WHEREAS, both parties have negotiated in good faith and have reached mutual understanding under the requirements and provisions of the Public Employees' Fair Employment Act (Article 14 of the Civil Service Law),

NOW, THEREFORE BE IT AGREED:

## ARTICLE I

### RECOGNITION

#### Section 1

The District agrees to recognize the Civil Service Employees Association, Inc., as the exclusive bargaining agent for all employees in the Bargaining Unit as hereinafter defined and extends to the Civil Service Employees Association, Inc., the following:

- (a) to exclusively represent employees in the Unit regarding collective negotiations.
- (b) to represent employees in the Unit in the settlement of grievances.
- (c) to membership dues deduction upon receipt of dues deduction authorization cards signed by individual employees.
- (d) to unchallenged representation status during the period prescribed by Section 208 of the Public Employees' Fair Employment Act.

The Unit includes all part-time and full-time regular employees classified as Typist I, Stenographer I, Clerk II, Typist II, Stenographer II, Account Clerk I, Word Processing Machine Operator, Duplicating Machine Operator, School Secretary I, School Secretary II, Account Clerk II and Office Machine Operator. The Unit excludes all office personnel in noncompetitive or confidential positions, secretaries to Executive Directors, all substitutes, classes, groups or individuals not included in this paragraph.

#### Section 2

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 to conduct, condone, assist, or participate in such a strike.

## ARTICLE II

### BOARD OF EDUCATION

#### Section 1

The Association agrees that the Board of Education is the policy-making body of the District as imposed by Section 1709 of the Education Law and the rules and regulations of the Education Commissioner.

#### Section 2

The Board's policies shall not conflict with any provisions of this Agreement unless such policy is necessary in order that the Board fulfill its legal responsibility in accordance with Section 1709.

#### Section 3

Should any such conflicting policy be necessary, then that policy shall only reflect on the Paragraph or Paragraphs of this Agreement which such policy specifically by subject matter refers to and all other Paragraphs of this Agreement not affected shall continue in full force and effect.

## ARTICLE III

### MANAGEMENT RIGHTS

#### Section 1

The School 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, and 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 Department and to determine the starting and quitting time and the number of hours to be worked, subject to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.

#### Section 2

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

## ARTICLE IV

### ASSOCIATION SECURITY

#### Section 1

The District shall deduct biweekly (20 equal deductions) from the wages of those employees authorizing such deductions and remit such deductions to the Civil Services Employees Association, Inc., 143 Washington Avenue, Albany, New York 12224. The deductions may include:

- (a) any regular membership dues
- (b) any Health and Accident Insurance premiums
- (c) any Life Insurance premiums

#### Section 2

The Association shall indemnify and save the District harmless against all liability that may arise from action to comply with this Paragraph.

#### Section 3

If any employee, who is a member of the Bargaining Unit, is charged with any violations whatsoever, the facts and circumstances involved will be discussed and reviewed with the President of the Association or the Field Representative before any disciplinary action is taken pursuant to Section 75 of the Civil Service Law.

#### Section 4

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, that their content is not derogatory or controversial.

#### Section 5

The District agrees that the facilities of the School District shall be available for Association meetings when such use does not interfere with any scheduled events or involve any cost to the District. Application for use of facilities shall be made in accordance with established procedures. It is agreed that any employee scheduled to work at the time shall be allowed to leave his/her work location to attend the meeting.



## Section 6

The Association shall have the right to designate a representative of the Association's Health and Accident Insurance program, and the Association's Life Insurance program, to visit the employees covered under this Agreement on the job for the purpose of interesting them in this protection and/or adjusting any claims provided, however, the appropriate District official is notified and total assurance is given him/her that no inordinate interruption in the work of the employee shall be involved. For the purpose of administering, adjusting or interpreting the terms and conditions of this Agreement, the Field Representative of the Association shall have the same rights.

## Section 7

On the effective date of this Agreement, the employer shall supply to the Unit President a list of all employees in the Bargaining Unit, showing the employees' full name, home address, social security number, job title, work location, membership status, and first date of employment. Such information shall hereafter be provided to the Unit on a semi-annual basis.

The employer shall supply to the Unit President, on a monthly basis, the name, work location and date of hire of all new employees. In addition, the employer shall supply a list of employees who have been terminated showing their work location.

## Section 8

The District shall deduct bi-weekly (20 equal deductions), from the wages of employees who are not members of the Association, the amount equal to the membership dues levied by the Association and remit such deductions to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12224.

The Association shall indemnify and save the District harmless against all liability that may arise from any action to comply with this Paragraph.

## ARTICLE V

### GRIEVANCE-ARBITRATION PROCEDURE

#### Section 1

##### Basic Principles:

1. The aggrieved may seek advice from, and have the right to be represented at any stage of the procedure by a person of his/her choice.

2. Written grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement involved in the grievance, the time and place of the alleged events or conditions constituting the grievance, the identity of the party responsible for causing the alleged grievable events or conditions, if known, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

## Section 2

### Definitions

1. Grievance - shall mean any alleged violation, misinterpretation, misapplication, or inequitable application of the express terms of this Agreement.
2. Aggrieved - shall mean an individual or group of Unit employees having the same grievance.
3. Unit President - shall mean the elected President of the Bargaining Unit.
4. Representative - shall mean any person designated by the aggrieved as his/her advisor, counsel or to act on his/her behalf.

## Section 3

### Procedure

#### 1. Step 1

The employee must present his/her grievance orally or in writing to the immediate supervisor.

#### 2. Step 2

Any grievance not resolved in Step 1 shall be presented in writing, signed by the aggrieved party or his/her representative, and presented to the next appropriate higher level of supervision within 10 regular work days following the occurrence giving rise to the grievance. Within 5 work days after receipt of the written grievance, this supervisor shall meet with the employee, Unit President or designee and shall, within 5 work days after the meeting, provide a written answer to the employee, with a copy to the Unit President.

#### 3. Step 3

Any grievance not resolved in Step 2 shall be presented to the Superintendent or designee within 5 work days after receipt of the Step 2 answer. Within 5 work days after receipt of the grievance, the Superintendent or designee shall meet with the grievant or his/her designee, the Unit President or designee and the Field Representative. A written answer shall be provided by the Superintendent or designee within 5 work days of the Step 3 meeting.

4. Step 4

- (a) If the grievance is not resolved in Step 3, the employee, with the approval of the Unit and Local Grievance Committee, may, within 30 days from the receipt of the Step 3 answer, submit the grievance to arbitration.
- (b) The American Arbitration Association or the Public Employment Relations Board shall be the agency used for all Agreement interpretation disputes.

The arbitrator shall only have jurisdiction and authority to apply the Paragraphs of this Agreement and shall not have the power to add to, subtract from or modify any Paragraph of this Agreement, nor to change or alter the salary schedules of this Agreement.

Regardless of how the arbitrator finds the facts, he/she shall not make a retroactive adjustment prior to the initial date the grievance occurred. The arbitrator shall provide his/her decision in writing within 30 days after the last hearing(s) and the decision shall be final and binding on both parties and the parties agree to abide thereby.

- (c) The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall be responsible for its own expenses for preparation, legal counsel, records, witnesses, and other costs necessary to arbitration.
- (d) Unless the grievance is raised and appealed within the time limits set forth herein, which may be extended only by written consent of both the District and the Association, it shall be deemed that there has been a waiver of the right to arbitration and the matter shall be closed.

ARTICLE VI

OVERTIME PAY

Section 1

All employees shall be paid one and one-half (1½) times their regular hourly rate for all hours worked in excess of 40 hours per week.

Section 2

All paid time off (illness/family leave, personal day, vacation time and holidays) shall count as time worked in the computation of overtime.

Section 3

All employees shall be paid one and one-half (1½) times their regular hourly rate for all hours worked on Sunday.

## ARTICLE VII

### PERSONAL DAYS

#### Section 1

All employees who have completed 6 months in the Bargaining Unit shall be allowed 2 days paid Leave per Agreement year (non-cumulative) for personal reasons provided reasonable written notice is given to the immediate Supervisor or Department Director (whichever is applicable). (This clause entitles a Bargaining Unit member 2 personal days per year.) The Supervisor/Director shall have the right to use his/her discretion when:

- (a) The number of requests for any day indicates a lack of sufficient personnel to operate the Department.
- (b) It may be necessary to preclude employees from taking a Personal Day immediately before and after school recess periods.

#### Section 2

Unused Personal Days shall be added to Illness and Family Days accruals.

## ARTICLE VIII

### INSURANCE

#### Health

Members represented by this Bargaining Unit will be entitled to the same health insurance package available to members represented by the Teachers contract at the same contribution rate as members of the Teachers contract enjoy.

Effective September 1, 2005, unit members choosing individual health insurance coverage will pay 10% of the premium.

#### Effective September 1, 2011 and sunseting August 31, 2012:

- A. If a brand name drug has a generic alternative, the member must purchase the generic alternative. However, if the generic alternative is tried and is deemed not effective by a physician, or if there is an existing medical condition prohibiting the use of the generic alternative, the brand drug will be covered.
- B. Prescriptions purchased through a retail pharmacy will be limited to a 34-day supply maximum. Prescriptions purchased through the mail order pharmacy will be limited to a 102-day supply maximum.

- C. Effective September 1, 2011, unit members choosing individual health insurance coverage will pay 5% of the premium. This provision will sunset and revert back to the individual health insurance coverage payment of 10% of the premium effective August 31, 2012, unless the NSEA Union agrees to mandatory generic and mail order language. Regardless of the NSEA, nothing herein shall preclude the parties from mutually agreeing to continue the mandatory generic provision along with continuing the individual premium contribution at 5%.

#### Healthcare Buy-Out

Qualified bargaining unit members may elect to receive the following annual stipend as part of their regular salary, (stipend added to regular pay for 20 pay periods), for declining enrollment in the District's Health Insurance Benefit Program.

Declination of Single Coverage:	\$400.00
Declination of Family/Double Coverage:	\$800.00

If a bargaining unit member, who has selected this option, has a change in family status and/or existing insurance coverage, he/she may enroll in the District's Health Insurance Benefit Program, if qualified, at the next open enrollment period.

#### Dental

Members represented by this Bargaining Unit shall be entitled to the same dental insurance available to members represented by the Teachers contract at the same contribution rate as members of the Teachers contract enjoy.

Eligibility for Dental Insurance is based on the Bargaining Unit Member being eligible to enroll in the District-sponsored health insurance plan or H.M.O. sponsored by the District.

#### Life Insurance/Optical Insurance:

Eligibility for Life Insurance/Optical Insurance is based on the Bargaining Unit Member being eligible to enroll in the District-sponsored health insurance plan or an H.M.O. sponsored by the District.

#### Retirees

Retirees shall enjoy the same insurance at the same rate as above after a minimum of 20 years of service in the District. Retired employees are not eligible for the District's dental, life or optical plans.

## ARTICLE IX

### RETIREMENT

#### Section 1

The District shall provide the New Career Plan known as Section 75-i of the New York State Employees Retirement System for all eligible Tier I and II employees.

All eligible Tier III, Tier IV and Tier V employees will be provided with the appropriate retirement plan under the New York State Employees Retirement System and as per statute the employee shall contribute appropriate percentage of his/her wages to the Tier III, Tier IV or Tier V Retirement Plan.

## ARTICLE X

### LEAVE OF ABSENCE

#### Section 1

The District shall grant, at its discretion, leaves without pay not to exceed 30 calendar days to non-probationary employees for valid emergency personal reasons.

#### Section 2

Two extensions not to exceed 30 calendar days each may be granted providing the original reason still exists and the Leave procedure is followed.

#### Section 3

Additional extensions may be granted up to 1 year from the beginning of the initial Leave. Seniority shall not accumulate during such additional extensions.

#### Section 4

Requests for Leave shall be submitted as far in advance as possible in writing to the immediate Supervisor or Department Director (whichever is applicable) and shall state:

- (a) reason for the leave
- (b) dates expected for beginning and termination of Leave.

#### Section 5

While on Leave, an employee shall continue to maintain and accumulate seniority up to a maximum of 90 calendar days.

## Section 6

When an employee returns from Leave, he/she shall be employed in the classification he/she was performing when the Leave began, providing he/she has the seniority to maintain the classification and the ability to perform such duties.

## Section 7

An employee who fails to return to work within 3 work-days after expiration of his/her Leave shall have his/her employment and seniority terminated.

## Section 8

Employees who accept other employment or engage in other business activities while on Leave shall have their employment and seniority terminated.

# ARTICLE XI

## TEMPORARY DISABILITY BENEFITS AND CHILD-REARING/PARENTAL LEAVE

### Section 1

Bargaining unit members are entitled to paid temporary disability leave with proper medical authorization, utilizing accrued illness/family and personal leave time. Bargaining unit members will provide, upon district request, a physician's statement justifying said leave. The District may, in accordance with state regulations, require comprehensive medical examinations by the Chief School Physician or his/her designee. Pregnancy disability will be treated the same as any other temporary disability. "This includes similar treatment regarding the retention of seniority, payment of illness/family leave days due, and the continuation of health and other insurance policies."

### Section 2

- (a) Child-Rearing or Parental Leave: Either a male or a female employee is entitled to receive a child-rearing leave so long as child-rearing leaves continue to be a District fringe benefit. This is, if granted, a leave of absence without pay and with only those benefits available to any employee who is on leave of absence without pay. This leave normally follows the end of the period of pregnancy disability leave. However, requests for such leave should be made as soon as possible.
- (b) There shall be no illness/family leave compensation during the child-rearing period.
- (c) An employee will not accumulate additional leave days during child-rearing/parental leave absence; however, upon return from such leave of absence, unused leave days will be restored, and any such employee whose leave began after January 31 will be placed on the step of the salary schedule she/he would have achieved in the year immediately following the commencement of the leave of absence.

- (d) For probationary employees, child-rearing/parental leave, except for the period of physical disability not to exceed 10 days, shall be an interruption of the probationary period and not in lieu of service in meeting the requirements for serving their probationary period.

## ARTICLE XII

### JURY DUTY

Each employee shall be granted Leave with full pay for the period necessary in order to perform Jury Duty or to testify as a subpoenaed non-party witness in a court proceeding. Such absences shall not be deducted from any other Leave of Absence.

## ARTICLE XIII

### SENIORITY

#### Section 1

District seniority is that date of most recent employment with the District.

#### Section 2

Unit seniority is that date of most recent employment within a particular Bargaining Unit.

#### Section 3

District employees transferring to the Office Personnel Unit shall establish a new Unit seniority date for salary purposes. They will, however, retain their District seniority for all benefits accrued which shall be transferred.

## JOB POSTING

#### Section 4

All permanent and unencumbered vacancies that are applicable to the CSEA Unit shall be posted for a period of five (5) working days. Such posting notices will appear in all appropriate district locations and shall indicate the classification, location, department, shift, and rate range of job. Interested employees shall make application in writing within five (5) working days of the date of the posting. Applications shall be acknowledged within five (5) working days of receipt. If requested, the reasons for refusal of appointment will be placed in writing and become a part of the employee's file.



## JOB AWARD

### Section 5

- (a) When qualifications and ability are equal, the principle of seniority shall prevail in awarding the job to employees in the bargaining unit.
- (b) Should job awards entail:
  - 1. Lateral movement (same classification)
  - 2. Downgrade movement (lower classification)

The employee may not bid for a job entailing similar movement (1 or 2) again within a 90 calendar day period. Such 90-day period will begin with the effective date of the job award.

## TRAINING

### Section 6

- (a) The District will provide training to individuals who fill permanent and unencumbered vacancies.
- (b) The scope of the training will be at the District's discretion.
- (c) The duration of the training will be determined by the employee vacating the position, the trainee, and the District. However, the District will determine the final duration.
- (d) In the case of permanent vacancies, if there is a higher/lower salary involved, the individual training for the position will be paid the salary difference as of the effective date stipulated by the Board of Education resolution.
- (e) In the case of unencumbered vacancies, if there is a higher/lower salary involved, the pay change will occur when the individual who is leaving vacates the position.

## LAYOFF AND RECALL

### Section 7

- (a) All layoffs, reduction in force, job abolishment and recalls (except those employees with Civil Service competitive classifications) shall be according to classification(s) and Unit seniority. The least senior employee in the effected classification(s) within the Unit shall be the first to be laid off. Employees to be laid off may replace other employees in other classifications within the Unit providing they are qualified. Employees with Civil Service competitive classifications shall be laid off and recalled in accordance with the applicable provisions of the Civil Service Law.

The District will notify the Association President prior to implementing any notices of layoff and it will meet with the Association Executive Board, if so requested by the Association President.

- (b) Recalls according to classification(s) within the Unit shall be in reverse order of layoff.
- (c) Employees on layoff shall maintain seniority for a maximum period of 24 calendar months commencing on the first day of layoff.
- (d) District will notify the Union within 30 working days of impending layoffs.

#### ARTICLE XIV

#### PROMOTIONS

##### Section 1

Where ability is equal, employees with the longest seniority shall be promoted to higher rated jobs when such openings occur. It is agreed that the higher rated jobs shall be filled, when applicable, in accordance with State Civil Service Law and the Rules and Regulations of the Onondaga County Department of Personnel.

#### ARTICLE XV

#### HEALTH AND SAFETY

##### Section 1

The District shall continue to make reasonable provisions for the health and safety of its employees during the hours of their employment.

##### Section 2

All employees within the Bargaining Unit shall be covered under the provisions of the Workers' Compensation Law.

##### Section 3

- (a) Whenever a bargaining unit member is absent from work as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment, he/she will receive his/her full salary (less the amount of any Workers' Compensation award made for temporary disability due to said injury) for up to 12 months of temporary disability resulting from said accident or assault.
- (b) If the temporary disability extends beyond 12 months, the bargaining unit member will receive an amount determined by the Workers' Compensation Board for the remaining period of temporary disability.

An employee may elect, by written notice to the district, to utilize accrued illness/family days for this extended period of temporary disability, if this amount is greater than the amount determined by the Workers' Compensation Board.

The award determined by Workers' Compensation will be returned to the District. That amount will be converted on a pro-rata basis to purchase additional illness/family time for the Bargaining Unit member.

If all accrued illness/family time is exhausted, the Bargaining Unit member will be entitled to only the amount determined by the Workers' Compensation Board.

#### Section 4

Those employees without accumulated illness/family leave will not be paid during the period that Workers' Compensation does not provide coverage.

#### Section 5

Employees with accumulated illness/family leave will have such leave reduced during the period not covered by Workers' Compensation.

### ARTICLE XVI

#### PHYSICAL EXAMINATIONS

##### Section 1

If employees, other than new employees, are required to have an annual physical examination, the District shall assume the cost.

### ARTICLE XVII

#### PROBATIONARY EMPLOYEES

##### Section 1

Each new employee shall be considered on probation for a period of 8 to 52 weeks.

##### Section 2

It is agreed that a probationary employee may be terminated at the sole discretion of the District and he/she shall not have the right to seek relief pursuant to the Grievance and Arbitration Procedure of this Agreement.

ARTICLE XVIII  
HOURS OF WORK

Section 1

The regular work week shall consist of 37½ hours Monday through Friday.

Section 2

All employees shall be allowed two 10 minute work breaks per day (one in the A.M. - one in the P.M.). The breaks shall be scheduled by supervision.

ARTICLE XIX

ILLNESS AND FAMILY DAYS

Section 1

12-Month Employees: Bargaining Unit members will be granted 18 days per year to be used for personal illness and/or family illness or death.

10-Month Employees: Bargaining Unit members will be granted 15 days per year to be used for personal illness and/or family illness or death.

In each case above, the days may accumulate to a maximum of 230 personal illness/family days.

Section 2

Regularly appointed 10 month bargaining unit members who are employed in a summer program for a minimum of 30 days shall be entitled to 1 Illness/Family leave day, per contract year. Such Illness/Family day shall not be cumulative.

Section 3

Upon retirement, each eligible employee shall be paid an amount per day for each unused Illness/Family day to a maximum of 230 days, as noted in the following table, provided that the employee has a minimum of 15 years District service and notifies the District six months prior to the effective date.

<u>Days</u>	<u>Amount</u>
0-49	\$25/day
50-110	\$35/day
111-230	\$55/day

ARTICLE XX

VACATIONS

Section 1

Twelve-month employees who are hired after July 1 of the initial employment year, and who have been continuously employed on July 1 of the next vacation year, shall be entitled to a pro-rated vacation in accordance with the following schedule:

Hired by July 31	10 days
Hired by August 31	9 days
Hired by September 30	8 days
Hired by October 31	7 days
Hired by November 30	6 days
Hired by December 31	5 days
Hired by January 31	4 days
Hired by February 28	3 days
Hired by March 31	2 days
Hired by April 30	1 day
Hired by May 31	0 days
Hired by June 30	0 days

Section 2

Twelve-month employees who will complete 12 months (1 year) of continuous employment by June 30 shall receive 10 days paid vacation during the current vacation period.

Section 3

Twelve-month employees who will complete 84 months (7 years) of continuous employment by June 30 shall receive 15 days paid vacation during the current vacation period.

Section 4

Twelve-month employees who will complete 156 months (13 years) of continuous employment by June 30 shall receive 20 days paid vacation during the current vacation period.

Ten-month employees asked to work beyond their designated assigned working days to work in their regular job assignment during and after the school year (September 1 through June 30) shall receive one week's paid vacation for each additional 20 days worked following other applicable vacation procedures. Ten-month employees shall have the right to refuse to work beyond their normal work year.

Ten-month employees may choose to substitute in positions in their own buildings and throughout the District during the months of July and August. This substitute work shall not count toward earned vacation time as per the above paragraph since employees are not working in their regular job assignment. Ten-month employees shall be paid their regular hourly rate for substitute work.

### Section 5

Bargaining Unit members may carry up to five (5) vacation days into the following vacation year. On June 30<sup>th</sup> of each school year, accrued vacation days in excess of five (5) will be irrevocably removed from the Unit Member's credit and use without a supervisor's signature.

### Section 6

Continuous employment for vacation credit for eligible employees shall be computed on actual months of work. Vacation credit shall not be computed on the salary notice category of "10-month employees." Vacation credit for part-time continuous employment (where the nature of the assignment requires less than a full work day) shall be computed on one-half (½) of the actual months of work. To receive credit, eligible employees are required to work the regular normal scheduled work days within any month.

Those employees transferring to the Office Personnel Unit shall have their vacation time computed on the basis of their District seniority.

### Section 7

Vacation days shall be mutually agreed upon between the employee and his/her immediate Supervisor, dependent upon seniority or District needs.

### Section 8

Vacation pay shall be based on the employee's regular rate and regular work week at the time the employee takes his/her vacation.

### Section 9

An eligible employee whose employment terminates prior to the current vacation period shall receive vacation pay pro-rated according to the length of service since the previous June 30 based on 1/12 of eligible vacation pay for each month of service. Employees shall be credited with a month of employment provided they worked at least 11 days of the month. An employee discharged for just cause shall not be eligible for any vacation pay.

### Section 10

Should a holiday occur (which the employee would be eligible for) during his/her vacation period he/she shall receive, at the option of the District, either his/her regular holiday pay for that day or an extra day of vacation with pay.

## ARTICLE XXI

### HOLIDAYS

#### Section 1

To be eligible for holiday pay, a probationary employee must have worked at least 30 calendar days preceding a holiday.

Section 2

To be eligible for holiday pay, an employee must work the regularly scheduled day before and day after the holiday. Exceptions to this Paragraph are absences due to Illness/Family Leave, Jury Duty and Vacation. This becomes applicable to 10-month employees when they are asked to work for part of a month over their work schedule and can become equal to 12-month employees when during the course of the year they are asked to work 31 days.

Section 3

The following shall be designated as paid holidays:

- |                                       |                            |
|---------------------------------------|----------------------------|
| (a) Fourth of July                    | (h) Christmas              |
| (b) Labor Day                         | (i) New Years Day          |
| (c) Columbus Day                      | (j) Martin Luther King Day |
| (d) Veterans Day                      | (k) President's Day        |
| (e) Thanksgiving Day                  | (l) Good Friday            |
| (f) Day after Thanksgiving            | (m) Memorial Day           |
| (g) Day before or day after Christmas |                            |

ARTICLE XXII

TUITION REIMBURSEMENT

Section 1

The District shall reimburse employees for incurred tuition (only) costs for courses completed at New York State Community Colleges and similar Continuing Education courses offered by other educational institutions providing all of the following requirements are satisfied:

- (a) Any course taken must be within the approved subject area list of the National Association of Educational Office Personnel.
- (b) The course must require a minimum of 30 clock hours of instruction.
- (c) Evidence of satisfactory completion must be presented to the District.
- (d) Reimbursement will be at a rate not greater than the current rate of the Community College.

- (e) An annual differential to be added to Appendix "A," non-cumulative for holders of Professional Standards Certificates payable upon receipt of Award in one annual check. Bargaining unit members will submit a copy of the certification no later than May 15th of the year in which the certificate is awarded. The employee will then be paid in the last paycheck in November of each year.

Effective July 1, 2007

Basic Certificate	\$225
Associate Professional	\$250
Advanced Certificate	\$275
Professional Certificate	\$300
Master's Certificate	\$325

Section 2

Bargaining Unit members who are designated by the District to provide notary services shall be reimbursed for the renewal of their license. If a Bargaining Unit member is requested to become a notary by the District and accepts this request, the application and testing fees shall be reimbursed by the District upon successful completion.

ARTICLE XXIII

WORKSHOP DAYS

Section 1

In-Service

The District shall provide at least 2 days of in-service workshops per fiscal year. Attendance by Bargaining Unit employees shall be mandatory. The Association and the District shall be mutually responsible for developing the program for the workshops.

Section 2

Out-of-District Workshops/Seminars

Employees shall be allowed to attend and be paid for such attendance providing that all of the following conditions are satisfied:

- (a) such days must have the prior approval of the Superintendent.
- (b) such days must be in accordance with the School Calendar.



## ARTICLE XXIV

### EMERGENCY CLOSING PROCEDURE

#### Section 1

1. The first emergency closing day will count as Day #1 for all employees, with all bargaining unit employees required to report to work.
2. An employee who is directed by his/her supervisor to work on any subsequent emergency closing days will receive double their contractual rate for actual hours worked.
3. It is the discretion of the management to determine who will be called in to work on any emergency closing days subsequent to the first emergency closing day each year.
4. A declared State of Emergency in the county will not count as Day #1.
5. If a specific emergency closing is a declared State of Emergency in the county, no bargaining unit employees would report to work. Bargaining unit members will be paid at their regular rate of pay for said State of Emergency. A bargaining unit employee who is directed by his/her supervisor to report to work on a declared State of Emergency, will receive double their contractual rate for actual hours worked. (This would not constitute Day #1).

## ARTICLE XXV

### GENERAL CONSIDERATION

#### Section 1

No Paragraph in this Agreement shall be in any violation of Civil Service Law, the Rules and Regulations of the Onondaga County Department of Personnel or any other law, local, state or federal.

#### Section 2

This Agreement shall not abridge any past or present employee monetary benefits unless such benefits are expressly modified by subject within this Agreement.

#### Section 3

In the event that any Paragraph of this 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.

Section 4

When the District establishes new classifications, the rate(s) shall be mutually determined between the District and the Association.

Section 5

A Seniority Roster listing the seniority of each employee shall be posted at the beginning of each school year.

Section 6

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation.

Section 7

Employees absent from work 3 or more days, without notifying the District, shall have their employment and seniority terminated.

Section 8

Office Personnel substitutes may fill a temporary vacancy for a period not to exceed 90 consecutive days. Substitutes shall not be used to delay filling a permanent vacancy, or new position (i.e., level entry positions, lateral movement opportunities, promotions, etc.).

Section 9

Employees shall not be required to obtain their own replacements. Notification of the need for a substitute must be made to the Office of Human Resources in a timely manner.

ARTICLE XXVI

WAGES

Section 1

The rates shown in the Classification and Rate Schedule (Appendix "A") will be adjusted as follows:

2010-2011	2.125% increase	(retroactive to July 1, 2010)
2011-2012	2.125% increase	

## Section 2

Additional Civil Service skills may be added to meet the District's skill requirement needs.

## Section 3

In the event that an employee is required to perform the duties of a higher classification in excess of 10 consecutive days, said employee shall be paid at the wage rate of the higher classification beginning on the 11th day.

## Section 4

The evaluation by the employee's immediate Supervisor shall be made and reviewed with the employee. In addition to the required periodic probationary evaluation, an evaluation on each regular employee is to be completed by June 30<sup>th</sup> of each year. The evaluation instrument will be developed mutually by the District and the Unit.

## Section 5

An employee who accepts a position in this Bargaining Unit directly from another position with the District which was not part of this Bargaining Unit, shall be placed at the Job Rate of the Salary Schedule providing the employee had at least 5 years of continuous service with the District.

An employee who accepts a position in this Bargaining Unit from another District Bargaining Unit and continues to perform the same duties, shall be placed at the appropriate rate (Hiring, Job, Career, Longevity or Seniority) of the Salary Schedule in accordance with the number of years they have served in that position.

An employee who accepts a position in this Bargaining Unit directly from another District position not represented by this Bargaining Unit, but whose title is listed in Appendix "A," shall be placed at the rate (Hiring, Job, Career, Longevity or Seniority) of the Salary Schedule in accordance with the number of years the employee has worked in a position for which the title is covered by this Bargaining Unit.

## Section 6

In the event an employee's position is reclassified which results in the employee being placed in a lower salaried position, said employee shall continue to be paid and receive pay raises at the grade level he/she was at prior to the reclassification for as long as the employee encumbers the reclassified position.

## Section 7

Commencing July 1, 2000, each 10 month Bargaining Unit member shall have the option to have their projected annual wage divided into equal paychecks for payment each payroll period during the school year. The employee shall select the payment option no later than August 15th of each year.

ARTICLE XXVII

DURATION

Section 1

This Agreement shall become effective July 1, 2010, and remain in full force and effect until Midnight, June 30, 2012.

Section 2

Neither party to this Agreement shall make or attempt to make any alteration, change, modification or variation of any of the items expressly covered by this Agreement unless it be mutually agreed to in writing.

ARTICLE XXVIII

GENDER AND PLURAL

Section 1

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

TAYLOR LAW

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

By *Ron J. Spaccarelli*  
Superintendent

By *[Signature]*  
Labor Relations Specialist

Date 10/19/2011

By *Kathy Lee*  
Negotiating Committee Member

By *[Signature]*  
Negotiating Committee Member

By \_\_\_\_\_  
Negotiating Committee Member

By \_\_\_\_\_  
Negotiating Committee Member

By *[Signature]*  
Unit President

Date 10/19/2011

Attest *Cornie A. Gibson*  
Clerk

**SALARY SCHEDULE 2010-2011**  
**APPENDIX A**

GRADE	TITLE	HIRING	*JOB	CAREER	LONGEVITY	SENIORITY
1	Typist I Steno I	15.58	18.33	19.87	21.71	23.73
2	Typist II Steno II Clerk II	16.25	19.00	20.50	22.38	24.39
3	Duplicating Machine Opr. Office Machine Opr.	17.07	19.77	21.30	23.18	25.17
4	School Secretary I	18.37	21.12	22.62	24.52	26.55
5	Typist II (Elem) Word Processing Opr.	18.80	21.55	23.03	24.92	26.98
6	Account Clerk I	19.28	22.00	23.48	25.34	27.39
7	School Secretary II	19.76	22.47	24.02	25.85	27.90
8	Account Clerk II	21.73	24.45	26.02	27.86	29.83

\*Office personnel will move to the next consecutive pay rate upon the completion of the required number of years (month).

Job Rate	=	completion of 1 year (12 months)
Career Rate	=	completion of 3 years (36 months)
Longevity Rate	=	completion of 7 years (84 months)
Seniority Rate	=	completion of 14 years (168 months)

**SALARY SCHEDULE 2011-2012**  
**APPENDIX B**

GRADE	TITLE	HIRING	*JOB	CAREER	LONGEVITY	SENIORITY
1	Typist I Steno I	15.91	18.72	20.29	22.17	24.23
2	Typist II Steno II Clerk II	16.60	19.40	20.94	22.86	24.91
3	Duplicating Machine Opr. Office Machine Opr.	17.43	20.19	21.75	23.67	25.70
4	School Secretary I	18.76	21.57	23.10	25.04	27.11
5	Typist II (Elem) Word Processing Opr.	19.20	22.01	23.52	25.45	27.55
6	Account Clerk I	19.69	22.47	23.98	25.88	27.97
7	School Secretary II	20.18	22.95	24.53	26.40	28.49
8	Account Clerk II	22.19	24.97	26.57	28.45	30.46

\*Office personnel will move to the next consecutive pay rate upon the completion of the required number of years (month).

Job Rate = completion of 1 year (12 months)  
 Career Rate = completion of 3 years (36 months)  
 Longevity Rate = completion of 7 years (84 months)  
 Seniority Rate = completion of 14 years (168 months)



**HEALTHCARE COMMITTEE**  
**APPENDIX D**

A joint labor/management committee composed of representatives from District Administration and the Union shall be established to work cooperatively and in good faith concerning matters on health benefits.

TO: David C. Smith, Director of Human Resources  
FROM: Brenda J. Shedd, President, Office Personnel Unit *Brenda*  
SUBJECT: Proposed Resolution to Grievance of May 21, 1991  
DATE: June 12, 1991

After our meeting today regarding a proposed resolution to our grievance filed on May 21, 1991, we would like to offer the following:

Time used for medical appointments to be charged in 15 minute increments. An employee may be allowed to utilize up to 2 hours with the time being made up within the next 2 working days.

If said time cannot be made up within the 2 working days, the time will be charged to the employee's sick/family leave.

It is to be understood that this agreement does not include personal time.

We hope that this will settle the issue. If I can be of any further service to you, please do not hesitate to contact me.

cc: Sheila Tufankjian

*ok  
per  
6/19*

MEMORANDUM OF UNDERSTANDING  
between  
THE NORTH SYRACUSE CENTRAL SCHOOL DISTRICT  
and the  
NORTH SYRACUSE OFFICE PERSONNEL UNIT

This memorandum specifies the terms and conditions of employment for bargaining unit members of the above union. Unless stated below as a specific condition, all other terms and conditions of employment shall be as stated in the North Syracuse Office Personnel contract agreement.

The following language shall be added to Article XIII Seniority:

Section 7

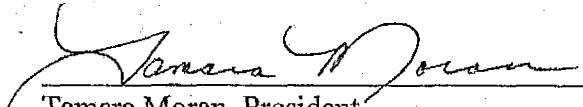
In the event that a position is cut to a less than 1.0 full-time position (less than 37.5 hours per week), the individual in the effected position may bump the least senior employee holding the same job title. This provision does not apply to 12-month employees being reduced to 10 or 11-months.

This memorandum shall be non-precedent setting and shall not be used by either party with respect to any other matter or proceeding.

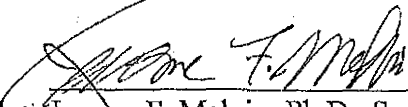
The parties agree that this memorandum represents the full extent of the understanding on the matter.

In witness and approval of this memorandum, representatives of the District and the Office Personnel Unit have signed below on this 9<sup>th</sup> day of June 2011.

For the Office  
Personnel Unit:

  
\_\_\_\_\_  
Tamara Moran, President  
Office Personnel Unit

For the District:

  
\_\_\_\_\_  
Jerome F. Melvin, Ph.D., Superintendent  
North Syracuse Central School District

MEMORANDUM OF UNDERSTANDING  
between  
THE NORTH SYRACUSE CENTRAL SCHOOL DISTRICT  
and the  
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000  
ONONDAGA COUNTY LOCAL 834  
NORTH SYRACUSE OFFICE PERSONNEL

This memorandum specifies the terms and conditions of employment for 11-month bargaining unit members of the above union. Unless stated below as a specific condition, all other terms and conditions of employment shall be as stated in the North Syracuse Office Personnel contract agreement.

1. Illness and Family Days:

11-month employees will be granted 16.5 days per year to be used for personal illness and/or family illness or death.

2. Vacations:

11-month employees who are hired after July 1 of the initial employment year, and who have been continuously employed on July 1 of the next vacation year, shall be entitled to a pro-rated vacation in accordance with the following schedule:

Hired by July 1	9 days
Hired by August 31	8 days
Hired by September 30	7 days
Hired by October 31	7 days
Hired by November 30	6 days
Hired by December 31	5 days
Hired by January 31	4 days
Hired by February 28	3 days
Hired by March 31	2 days
Hired by April 30	1 day
Hired by May 31	0 days
Hired by June 30	0 days

11-month employees who will complete 12 months (1 year) of continuous employment by June 30 shall receive 9 days paid vacation during the current vacation period.

11-month employees who will complete 84 months (7 years) of continuous employment by June 30 shall receive 14 days paid vacation during the current vacation period.

11-month employees who will complete 156 months (13 years) of continuous employment by June 30 shall receive 18 days paid vacation during the current vacation period.

3. Work Year:

11-month employees shall work August 1 – June 30. Up to half the number of days to be worked in August may be worked in the preceding month of July upon mutual agreement between the employee and their supervisor.

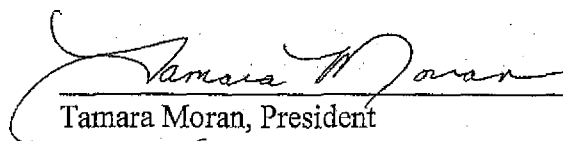
4. Paychecks:

Each 11-month employee shall have the option to have their projected annual wage divided into equal paychecks for payment each payroll period during the school year. The employee shall select the payment option no later than June 15<sup>th</sup> of each year for the following fiscal year.

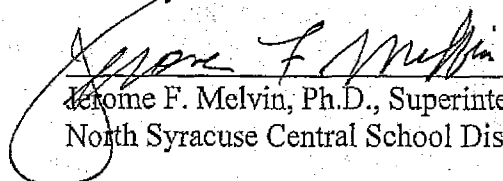
The parties agree that this memorandum represents the full extent of the understanding on the matter.

In witness and approval of this memorandum, representatives of the District and the North Syracuse Office Personnel Unit have signed below on this 9<sup>th</sup> day of June 2011.

For the North Syracuse  
Education Association:

  
\_\_\_\_\_  
Tamara Moran, President  
North Syracuse Office Personnel

For the District:

  
\_\_\_\_\_  
Jerome F. Melvin, Ph.D., Superintendent  
North Syracuse Central School District