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Contract Database Metadata Elements

Title: **Utica City School District and Utica Schools Intermediate Supervisors Unit, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 294 (2015) (MOA)**

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CONTRACT

FOR THE SCHOOL YEARS

2015-2016

2016-2017

2017-2018

2018-2019

2019-2020

BETWEEN THE

UTICA SCHOOLS INTERMEDIATE SUPERVISORS' UNIT

OF

TEAMSTERS LOCAL 294

AND

UTICA CITY SCHOOL DISTRICT

UTICA, NEW YORK

11-30-2015

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ARTICLE 1

RECOGNITION

- 1:01 The Board of Education recognizes the Utica Schools Intermediate Supervisors' Unit of Teamsters Local 294 for the purpose of collective negotiations, pursuant to the Public Employees' Fair Employment Act, as the exclusive representative of a negotiating unit consisting of the following positions: maintenance foreman, custodial foreman, assistant school lunch director, and food service/monitor supervisor traveling. The parties agree that any employee whose remuneration is based on less than half of an annual salary for their position is not entitled to benefits such as vacation, sick leave, holidays, etc. The parties agree that the union representation of any employees who are not permanently tenured or who are on a probationary appointment in no way diminishes management's rights with respect to such employee's evaluation and continued employment with the District).
- 1:02 During the life of this Agreement, the Board agrees to negotiate exclusively with the Utica Schools Intermediate Supervisors' Unit of Teamsters Local 294 and in no way will the Board negotiate with any other organization.
- 1:03 Unless otherwise indicated, employees in the Bargaining Unit will hereinafter be referred to as "unit employees".

ARTICLE 2

NEGOTIATION PROCEDURES

- 2:01 The parties agree that no later than February 1st of the contract expiration year they will enter into collective negotiations.
- 2:02 It is further understood and agreed that the agreements reached by the representative bargaining committees are subject to ratification by the Board of Education and the membership of the Utica Schools Intermediate Supervisors' Unit of Teamsters Local 294.
- 2:03 The Board agrees that it will provide the Unit with copies of the tentative budget when available.
- 2:04 The term "collective negotiations" shall include "salaries, wages, hours and other conditions of employment" as defined in Article 14, Section 201 of the Civil Service Law of the State of New York.
- 2:05 IMPASSE: Steps to be followed:
- Step 1. Impasse: can be declared by either party at any time or may be determined by PERB at 120 days prior to end of contract.
- Step 2. Mediation: PERB assigns Mediator (to effect settlement)
- Step 3. Fact-finding: PERB assigns fact finder (submits findings, facts, and recommendations to parties)
- Step 4. Superconciliation: PERB assigns Superconciliator
- With tentative agreement at either Steps 2, 3 or 4, parties return to the table.
- Step 5. Ratification or approval meeting
- After Step 5, continued negotiations may proceed without approval/ratification and Step 5 repeated.
- Step 6. Contract ratification by both parties - Board of Education and Bargaining Unit.

ARTICLE 2
(Continued)

- 2:06 It is understood and agreed that no agreement, alteration or modification of any of the terms of this Collective Bargaining Agreement shall be made or recognized unless executed in writing between the Board and the Unit.

- 2:07 If any provision or application of this Agreement shall be found contrary to law, then such provision or application will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions and applications will continue in full force and effect.

- 2:08 The Board will make available a copy of this Agreement to each unit employee covered by "ARTICLE 1 - Recognition".

ARTICLE 3

GRIEVANCE PROCEDURE

3:01 Intent

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

3:02 Definitions

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

3:03 General

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

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

ARTICLE 3
(Continued)

3:04 Procedure

- a. Step 1. Any unit employee having a grievance or any one (1) designated member of a group having a grievance must, in each instance, discuss the complaint with her/his immediate supervisor. The unit employee, if she/he so desires, may be represented by a steward or some other individual of her/his choice. Following the rendering of a decision by the unit employee's immediate supervisor, the employee, if dissatisfied with that decision, may file a complaint in writing to the immediate supervisor. The immediate supervisor shall render a decision to the unit employee within five (5) working days of the date the complaint was first submitted in writing to her/him by the unit employee.

- b. Step 2. If the complaint is not resolved in the manner set forth above, the unit and/or the unit employee shall, within five (5) working days, resubmit the complaint in writing, sign the complaint and formally request the matter be reviewed by the Director of Human Resources who shall meet with the parties within five (5) working days and shall attempt to arrive at an equitable solution. The Director of Human Resources shall render her/his written decision within five (5) working days of the meeting described above.

- c. Step 3. In the event a satisfactory settlement is not reached in Step 2, the unit and/or the unit employee may within five (5) working days, formally request the matter be reviewed by the Superintendent of Schools or her/his designated representative who shall meet with the unit employee, her/his Teamsters Local 294 representative, a representative of the unit and the supervisors involved within five (5) working days. The Superintendent or her/his designated representative shall render a decision within five (5) working days of the meeting noted immediately above.

ARTICLE 3
(Continued)

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

ARTICLE 4

TRANSFERS AND PROMOTIONS

4:01 Voluntary Transfers

1. All permanent openings including new positions and vacancies covered by the terms of this Agreement shall be posted in each school building and the Administration Building for a period of at least two (2) calendar weeks.
2. Any opening, if necessary, may be filled on a temporary basis for the period of the posting and during the time necessary to consider applicants for such vacancy.
3. General conditions covering voluntary transfers:
 - a. A letter requesting a transfer shall be directed to the Director of Human Resources with a copy forwarded to the immediate supervisor. Such letter must be received by the Director of Human Resources in accordance with due dates as specified in the posting.
 - b. The individual requesting a transfer shall be interviewed by the supervisor under whose jurisdiction the opening exists within five (5) working days of the formal request for such transfer.
 - c. If the interviewing supervisor denies the request for the transfer, the unit employee may, at her/his discretion, request an interview with the Director of Human Resources as soon as possible.
 - d. In the event the Director of Human Resources also denies the transfer the unit employee may appeal to the Superintendent of Schools for a hearing. Present at the hearing will be the unit employee, her/his present supervisor and the supervisor having the vacancy.
 - e. In recommending approval or disapproval of the transfer, the following will be taken into consideration:
 - i. The effect of the transfer on the operational output of the department or school the unit employee seeks to vacate.
 - ii. The suitability of the petitioner for the position she/he holds and that which she/he seeks.
 - iii. The rationale behind the request.

ARTICLE 4
(Continued)

- f. In the event two or more unit employees request transfer to the same position, such transfer will be granted to that unit employee covered by the terms of this Agreement who has the greatest length of continuous service within title providing all other qualifications are equal.

4:02 Involuntary Transfer

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

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

4:03 Promotions

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

4:04 Civil Service Regulations

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

ARTICLE 4
(Continued)

4:05 Termination

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

ARTICLE 5

EVALUATION

- 5:01 The immediate supervisor will evaluate each unit employee covered by the terms of this Agreement.
- 5:02 Such evaluation of permanent Civil Service personnel will be forwarded to the Director of Human Resources by the responsible evaluator no later than April 1st of the contract year. Each evaluation must be discussed with the unit employee involved and must be signed by the unit employee evaluated before such evaluation is forwarded to the Director of Human Resources.
- 5:03 Probationary Civil Service employees must be evaluated at least two (2) months before the termination of the six (6) month probationary period. Nothing contained herein shall prohibit a probationary employee from requesting an evaluation. Both the evaluator and the unit employee evaluated shall sign the completed evaluation form before such form is forwarded to the Director of Human Resources. Nothing contained herein shall prohibit a probationary unit employee from requesting an evaluation prior to the fourth (4) months mentioned immediately above.
- 5:04 A unit employee who has been evaluated may appeal such evaluation to the Director of Human Resources if she/he so desires. In this event, it will be the responsibility of the Director of Human Resources to conduct a hearing with the unit employee and the evaluator. The unit employee may, if she/he so requests, be represented by her/his unit officer.
- 5.05 An evaluation shall be conducted annually of each employee within the bargaining unit.

ARTICLE 6

LEAVES OF ABSENCE

6:01 Leaves of Absence for Reason of Ill Health

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

- a. Unit employees subject to the terms of this Agreement shall be credited with one (1) sick day per month for each month worked to a total of ten (10) working days per year (for those unit employees whose term of employment is ten (10) months) or a total of twelve (12) days per year (for those unit employees whose term of employment is twelve (12) months).
- b. Accumulation of unused sick leave days shall be limited to a total of two hundred fifty (250) days for all unit employees subject to this Agreement. Unused personal leave days are accruable to sick leave.

6:02 Sick Leave Bank

- a. The days for said bank to be supplied by the members of the unit. The rules for the bank will be developed by the unit and the administration of the bank shall be by the unit.

6:03 Leaves of Absence

- a. Upon presentation of a doctor's certificate stating the necessity for a leave of absence due to ill health, including pregnancy, a leave of absence will be granted by the Board for the duration of the illness as estimated by the unit employee's physician or for the duration of the unit employee's accumulated paid sick leave allowance, whichever occurs first.
- b. In the event the sick leave extends beyond the length of the unit employee's accumulated paid sick leave allowance, the leave of absence with pay due to ill health, will be automatically changed to an unpaid leave. In no case, however, shall a leave of absence for reason of ill health exceed one (1) year from the original date of the leave.

ARTICLE 6
(Continued)

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

6:04 Leave for Personal Reason

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

6:05 General Conditions Governing Leaves of Absence

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

- a. All leaves will be without pay.
- b. All benefits to which a unit employee would be entitled were she/he not on leave will be suspended for the duration of such leave, including accumulation of sick leave.
- c. All benefits to which a permanent Civil Service employee was entitled at the time of her/his leave of absence commenced, including unused accumulated sick leave, will be restored to her/him upon her/his return and she/he will be assigned to the same position which she/he held at the time of such leave if possible, or to a substantially equivalent position.
- d. An employee returning from leave will be placed on the same level of the salary schedule she/he was on when the leave commenced.
- e. All requests for leaves, extensions or renewal will be applied for in writing. Confirmation of the approval of the leave of absence, extension or renewal will also be in writing.

ARTICLE 6
(Continued)

- f. It will be the responsibility of the unit employee on leave of absence for a year to notify the Director of Human Resources in writing of her/his intention to return to work at least forty-five (45) days prior to the expiration date of such leave. Unless such written notice is received by the specified time period, the unit employee will be considered to have voluntarily resigned.
- g. A unit employee on an unpaid leave of absence because of ill health or maternity reasons may continue her/his Health Insurance Program providing she/he pays the full cost of such Insurance Program.

6:06 Sick Leave Days at Retirement

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

- a. A member must have a minimum of fifty (50) unused sick days accumulated at the date of retirement to be eligible to be paid for unused sick days.
- b. Unused sick days in the amount of 1-50 shall be paid at the rate of ten dollars \$10.00 per day.
- c. Unused sick days in the amount of 51-250 shall be paid at the rate of fifty dollars \$50.00 per day.
- d. Payment for unused sick days shall be to a maximum of 250 days and no payment shall be made for accumulated sick days above 250 upon retirement.
- e. Payment for unused sick days shall commence for unit members who retire on or after July 1, 1985.
- f. Bargaining unit members who retire must be eligible to retire under the New York State Employees Retirement System.

ARTICLE 7

TEMPORARY ABSENCE

7:01 Definition

A temporary absence is defined as absence of a single day for any reason whatsoever, including sick days. In the case of absence due to illness, if such illness exceeds five (5) working days, the unit employee, upon presentation of a doctor's certificate, may elect to exhaust accumulated sick leave before applying for a leave of absence due to ill health as provided in "ARTICLE 6, Leaves of Absence".

7:02 Temporary Absences

In cases of individual temporary absences other than illness, the unit employee must make application to the immediate supervisor at least five (5) working days prior to the intended absence. Such application may be made orally, but must be confirmed in writing within three (3) working days of the oral request. The procedure for notification of absence due to illness is covered in "ARTICLE 8, Absences".

7:03 Personal Leave Days

The following temporary or personal days of absence with pay shall be in effect during the life of this Agreement.

- a. Three (3) personal days to conduct compelling personal business which cannot be conducted outside of normal school hours. Personal leave may be taken for religious observance, legal responsibilities, family illness, medical appointments and emergencies of a personal nature.
- b. Unused personal leave days will automatically accumulate as additional sick leave days at the close of each school year. Unit employees not using personal leave will accumulate four (4) sick leave days for the year.

ARTICLE 7
(Continued)

7:04 Use of Personal Leave Days

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

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

7:05 Absence due to death in the immediate family

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

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

- a. In the event of the death of a member of the family other than those listed in 7:05 b. above, an employee will be entitled to one (1) day with pay to attend the funeral.
- b. For the purpose of this Section, the word "family" is confined to direct blood relationships, i.e., uncle, aunt, nephew or niece; or through marriage, i.e., brother-in-law or sister-in-law.

ARTICLE 7
(continued)

- c. Unit employees shall receive payment for the day they are excused from work under this Section providing they submit evidence satisfactory to the Director of Human Resources that they attended the funeral.
- d. Any unit employee desiring a temporary absence under this provision must, whenever possible, request such absence of her/his immediate supervisor at least one (1) day prior to the date of the funeral.

7:07 Absence because of required legal proceedings

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

7:08 Dental and Medical Appointments

Individuals will be allowed one (1) time a month to attend medical and dental appointments during work hours without a loss of pay. Such appointments shall be limited to appointments that cannot be scheduled outside of normal working hours. Any such absence in excess of two (2) hours shall be charged to earned sick leave credits. Additional time may be granted at the discretion of the Director of Human Resources, which decision shall not be either grievable or precedent setting.

ARTICLE 7
(continued)

7:09 Leaves of Absence Without Pay

Any absences not recognized by a provision of this Agreement by law or by District policy as paid or unpaid leave, shall be unauthorized. Employees may not elect to take time off without pay ("pay loss").

When mitigating circumstances exist, an employee may petition the District Superintendent for unpaid leave time. Requests shall, when possible, be made in advance of an unanticipated leave. In the alternative, the employee shall file a written request to the Superintendent within forty-eight (48) hours upon their return to work. The decision of the Superintendent to grant or deny the unpaid leave shall be final, without recourse to the grievance procedure, except in cases involving long term illness or injury. Absences in excess of two (2) weeks without notice and approved leave shall be considered job abandonment.

ARTICLE 8

ABSENCES

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

ARTICLE 9

WORKERS' COMPENSATION BENEFITS

- 9:01 Unit employees subject to the terms of this Agreement are covered by Workers' Compensation Insurance which protects them in case of accidents while on duty. No matter the extent of injury, each occurrence must be reported immediately to the building principal or the unit employee's immediate supervisor.
- 9:02 Unit employees who are injured in the course of duty and who remain away from work because of such injury in excess of five (5) working days shall have the option of utilizing five (5) sick days for the first five (5) days of lost time due to their injury. In addition, an injured employee found to have a workers' compensation injury or condition may opt to use sick leave days and have their sick leave accruals reimbursed by the percentage of lost time awarded by the Workers' Compensation Board, or receive such benefits as may be awarded for lost time by the Workers' Compensation Board.

ARTICLE 10

HEALTH INSURANCE

- 10:01 a. The Board agrees to pay the full cost of the premium for the unit employee and sixty percent (60%) for the unit employee's dependents.

Effective July 1, 2015, all newly hired unit members shall pay thirty percent (30%) of the cost of the health insurance premium for the unit member and fifty percent (50%) for the unit employee's dependents.

Employees who are currently employed by the District in another position in a different bargaining unit and who are appointed to a new position within the Intermediate Bargaining Unit shall be required to pay the same health insurance contribution as required of a new employee hired after July 1, 2015.

- b. For bargaining unit members hired on or before 12/31/77, the District shall pay the Health Insurance premiums of the retired unit members at the following rates:

Those retired between 9/1/64 & 2/1/70 - 50%/35%
Those retired between 2/1/70 & 2/1/74 - 100%/50%
Those retired after 2/1/74 - 100%/60%

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

For all new employees within this bargaining unit hired after July 1, 2010, the District will pay ninety percent (90%) of the health insurance premium for the employee and sixty percent (60%) of the premium required to cover the dependents of the employee.

Effective upon formal ratification of this agreement (December 12, 2011), all new employees within this bargaining unit hired by the District shall pay twenty percent (20%) of the health insurance premium and sixty percent (60%) of the premium required to cover the dependents of the employee.

- 10:02 No matter regarding the provisions of the Health Insurance Program or the share of the premium cost borne by the Board will be subject to the Grievance Procedure established in this Agreement.
- 10:03 The parties agree that the district is involved in an ongoing search for cost effective ways to provide health insurance benefits to unit members. The parties agree that the way in which the District provides such benefits will continue to be open for negotiation during this contract term. Until the manner of the provision of such benefits is agreed to by the parties, the present health insurance coverage remains in effect.
- 10:04 Effective July 1, 2015, or as soon thereafter as a transfer can be completed, the Association agrees that its members shall move from the existing Teamster Health Insurance Plan, to include dental, to a District offered Blue Cross Blue Shield health insurance plan, or its equivalent, which plan taken as a whole, shall be equal to or better than that which is currently provided to the membership. It is further agreed that any future change in the new health insurance policy or plan or company shall be the subject to negotiation by the parties.
- 10:05 Employees with twenty (20) or more continuous years of service with the Utica City School District who retire from the District through the New York State Employee Retirement System (NYSERS) shall be eligible for retiree health insurance benefits. The retired employee's health insurance contribution shall be the same percentage of contribution as they paid as of the date of retirement from the District.

ARTICLE 11

DUES DEDUCTION

- 11:01 In the event that the Unit requests dues deduction for its members during the term of this Agreement, the Board agrees to institute a dues deduction plan for those who voluntarily request that such dues be deducted from their pay.
- 11:02 Agency Fee

The Utica City School District shall deduct from the wage or salary of employees in the bargaining unit as set forth in Article 1 of the Collective Bargaining Agreement, between the Utica City School District and the Utica Schools Intermediate Supervisors' Unit of Teamsters Local 294, who are not members of the Utica Schools Intermediate Supervisors' Unit of Teamsters Local 294, the amount equivalent to the dues levied by the Utica Schools Intermediate Supervisors' Unit of Teamsters Local 294, and shall transmit the sum so deducted to the Utica Schools Intermediate Supervisors' Unit of

Teamsters Local 294 in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York. The Utica Schools Intermediate Supervisors' Unit of Teamsters Local 294 affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect (but only for the life of this agreement) so long as the Utica Schools Intermediate Supervisors' Unit of Teamsters Local 294 of maintains such procedure.

The agency shop fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement. The agency shop fee for the period of July 1, 2015 to June 30, 2020 shall be deducted according to the schedule for membership dues deduction.

ARTICLE 12

WORKING CONDITIONS

12:01 Hours of Work

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

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

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

Custodial Foreman - 8 hours worked per day
Plus one (1) hour unpaid lunch

Food Service/Monitor Supervisor (traveling) – 7.25 hours worked per day
Plus one (1) hour unpaid lunch

- b. Overtime: Employees covered by this Agreement will be paid at a rate of time and one half for:
1. Time worked in excess of eight (8) hours per day.
 2. All time worked on Saturdays or Sundays except that time which is part of a regularly scheduled workweek.

ARTICLE 12
(Continued)

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

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

12:02 Paid Holidays

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

The holidays are identified as follows:

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

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

ARTICLE 12

(Continued)

12:03 School Calendar

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

12:04 Conference Day

A maximum of one (1) bargaining unit stewards will be granted permission without loss of pay to attend an appropriate workshop, seminar or conference, not to exceed two (2) days each fiscal year, together with a total expense allowance of three hundred dollars (\$300.00)

12:05 Conditions of Employment

- a. Unit employees are not to utilize school district telephones nor utilize work time for the purpose of making or receiving personal phone calls. The only exception to this will be in the case of extreme necessity.
- b. Unit employees will limit their A.M. and P.M. break-time to fifteen (15) minutes maximum.
- c. Failure to adhere to above is subject to disciplinary action.
- d. The district shall provide ten (10) days of time to bargaining unit for the conduct of unit activities. This time shall be apart from time devoted to attendance at mediation, arbitration and bargaining sessions. When exercising the use of this time the unit will notify the Superintendent of Schools in advance, or as soon as practicable in emergency situation.
- e. In-Service Training: maximum of five (5) hours per year per unit employee.

12:06 Snow Emergencies

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

ARTICLE 12
(continued)

On days in which the district is closed due to inclement weather, the Assistant School Lunch Director will be entitled to two (2) hours show-up pay plus the snow day, if reporting for work prior to the district canceling school.

12:07 Half Day of Work

A half day of work shall be defined as fifty (50%) percent of that employee's regular scheduled hours of employment, rounded to the nearest ten (10) minutes, with no lunch break.

12:08 Bulletin Boards

Bulletin Boards at every worksite for the sole purpose of posting bargaining unit notices, memos, etc.

12:09 Emergency Call Backs

- a. If the Maintenance Foreman and/or Custodial Foreman are called back for emergency situations to address a district issues they shall be paid an additional call-back rate of two (2) hours minimum.
- b. In cases of emergency, the Maintenance Foreman and/or Custodial Foreman may utilize a district vehicle to respond and/or address the emergency.

12:10 Chain of Command

Employees governed by the terms and conditions of this Agreement shall report to and work under the supervision of the District Superintendent and/or his/her designee.

ARTICLE 12
(continued)

12:11 Professional Appearance

All staff are expected to give proper attention to appropriate professional attire at school and school functions. In that a school work environment requires faculty and staff to interact with students, their parents, their families, and the public on a daily basis, it is important that as supervisors district employees set the standard for a professional learning and work environment. Employees are expected to demonstrate good judgment and professional taste in their appearance and attire, including personal cleanliness.

In order to achieve this goal, a Unit member's dress, grooming and appearance shall be safe, appropriate and not disruptive to the educational process.

In order to achieve these standards, the parties have adopted a dress code policy that allows employees to dress comfortably, yet professionally. Examples of attire that would constitute examples of inappropriate dress would include:

- (1) Recognize that extremely brief garments, such as tube tops, net tops, halter tops, tank tops, spaghetti straps, plunging necklines (front and/or back) and see-through garments are not appropriate.
- (2) In addition, visible undergarments, visible cleavage, bare midriffs, clothes that are deemed too tight, too loose or transparent, bare shoulders, short skirts and mini-skirts (more than three inches above the knee), are also inappropriate.
- (3) Recognize that faded and/or tattered pants, shorts, cut offs, graphic T-shirts, sweatshirts and the like are not appropriate.
- (4) Recognize that overalls, sweat pants, jogging suits, wind pants, camouflage pants, exercise pants, leggings and/or spandex are also inappropriate.
- (5) Recognize that all attire be in good repair and clean.
- (6) Recognize that wearing appropriate footwear is appropriate. Flip-flops and slippers, as example, are inappropriate.
- (7) Require that hats, but for religious and/or medical purposes, be precluded in school and in the work environment.

It is understood that the aforementioned outline for professional attire is not all-inclusive, but demonstrates a baseline for evaluating a member's professional appearance.

It is understood that allowances may be made in regard to the above on days when permission is granted by the Superintendent and/or his/her designee based on a particular activities.

ARTICLE 13

VACATIONS

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

1. Current employees (hired before June 30, 1992):
 - 1-a. Ten (10) days (1 to 5 years) to be taken with immediate supervisor's approval beginning with anniversary date of employment (1st year) and for each year and up to the end of the fifth (5th) year inclusive.
 - 1-b. Fifteen (15) days (6 to 10 years) to be taken with immediate supervisor's approval within anniversary date of employment beginning with sixth (6th) year and allowed each year up to the end of the tenth (10th) year.
 - 1-c. Twenty (20) days (11 to 15 years) to be taken with immediate supervisor's approval within anniversary date of employment beginning with eleventh (11th) year and allowed each year up to the end of the fifteenth (15th) year.
2. New employees (hired after July 1, 1992):
 - 2-a. Five (5) days (1 to 3 years) to be taken with immediate supervisor's approval beginning with anniversary date of employment (1st year) and for each year to the end of the third (3rd) year inclusive.
 - 2-b. Ten (10) days (4 to 5 years) to be taken with immediate supervisor's approval beginning with fourth (4th) year and for each year up to the end of the fifth (5) year.
 - 2-c. Fifteen (15) days (6 to 10 years) to be taken with immediate supervisor's approval within anniversary date of employment beginning with sixth (6th) year and allowed each year up to the end of the tenth (10th) year.
 - 2-d. Twenty (20) days (11 to 15 years) to be taken with immediate supervisor's approval within anniversary date of employment beginning with eleventh (11th) year and allowed each year up to the end of the fifteenth (15th) year.

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

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

ARTICLE 14

RETIREMENT

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

14:02 Retirement Incentive Plan:

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

Retirement Incentive Program details on pages 27-28.

RETIREMENT INCENTIVE PROGRAM

The Retirement Incentive Program of the Utica City School District shall be in effect for the Utica Schools Intermediate Supervisors' Unit of Teamsters, Local 294 in the Utica City School District under the following terms and conditions:

1. Participants must be full-time employees of the Utica City School District duly covered by the Collective Bargaining Agreement by and between the Utica Schools Intermediate Supervisors' Unit of Teamsters, Local 294.
2. Participants must be eligible to retire in accordance with all of the rules and regulations of the New York State Retirement System or the New York State Employees Retirement System as of the effective date of retirement.
3. Participants must send to the school district, by certified mail, return receipt requested, a letter of retirement which shall be irrevocable. Such letter shall be completed on the form attached and addressed to:

Director of Human Resources
Utica City School District
106 Memorial Parkway
Utica, NY 13501-3709

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

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

RETIREMENT INCENTIVE PROGRAM

(Date)

Board of Education
Utica City School District
106 Memorial Parkway
Utica, New York 13501

TO THE BOARD OF EDUCATION:

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

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

(Signature)

Address:

c: Teamsters, Local 294

ARTICLE 15

SALARIES

Maintenance Foreman:

2015-2016 (2.00%) 2016-2017 (2.00%) 2017-2018 (2.00%) 2018-2019 (2.00%)

\$71,798.00 \$73,234.00 \$74,699.00 \$76,193.00

2019-2020 (2.00%)

\$77,717.00

Custodial Foreman

2015-2016 (2.00%) 2016-2017 (2.00%) 2017-2018 (2.00%) 2018-2019 (2.00%)

\$71,798.00 \$73,234.00 \$74,699.00 \$76,193.00

2019-2020 (2.00%)

\$77,717.00

Assistant School Lunch Director:

2015-2016 (2.00%) 2016-2017 (2.00%) 2017-2018 (2.00%) 2018-2019 (2.00%)

\$56,519.00 \$57,649.00 \$58,802.00 \$59,978.00

2019-2020 (2.00%)

\$61,178.00

Food Service/Monitor Supervisor (Traveling)

2015-2016 (2.00%) 2016-2017 (2.00%) 2017-2018 (2.00%) 2018-2019 (2.00%)

\$40,717.00 \$41,532.00 \$42,362.00 \$43,209.00

2019-2020 (2.00%)

\$44,072.00

ARTICLE 16

LONGEVITY

16:01

Effective July 1, 2015, each eligible member of the bargaining unit shall receive longevity according to the following:

1. \$600.00 at the beginning of the 11th year of service.
2. \$750.00 at the beginning of the 16th year of service.
3. \$750.00 at the beginning of the 21st year of service.
4. \$750.00 at the beginning of the 26th year of service.
5. \$2000.00 at the beginning of the 31st year of service.
6. \$2200.00 upon completion of the 35th year of continuous service with the district.

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

ARTICLE 17

NON-DISCRIMINATION

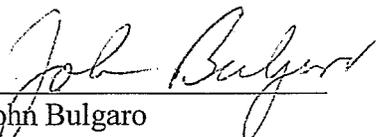
17:01 The District hereby agrees not to refuse to hire or discharge any unit employee or otherwise discriminate against any individual with respect to her/his compensation terms and/or conditions of employment because of race, creed, color, sex, age, handicap or national origin. It is further understood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

ARTICLE 18

DURATION OF AGREEMENT

This Contract shall be effective as of July 1, 2015 and shall continue in effect through June 30, 2020 subject to an annual reopening as follows:

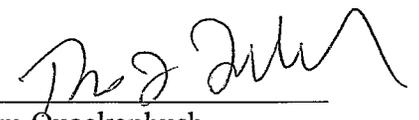
In the event either party wishes to amend this Agreement, notice may be given by February 1st of each year during the life of this Agreement. Negotiations concerning such proposed amendment shall proceed in accordance with the provisions of Article 2 of this agreement. Amendments resulting from such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



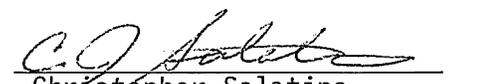
John Bulgaro
President/PEO
Teamsters Local 294



Bruce Karam
Superintendent of Schools
Utica City School District



Tom Quackenbush
Secretary Treasurer/Business Agent
Teamsters Local 294



Christopher Salatino
President, Board of Education

Date: November 23, 2015

Date: November 23, 2015

**MEMORANDUM OF AGREEMENT BETWEEN THE
UTICA CITY SCHOOL DISTRICT
AND THE
UTICA SCHOOLS INTERMEDIATE SUPERVISORS' UNIT
OF TEAMSTERS LOCAL 294**

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



For the District:



For the Union: