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

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CONTRACTUAL AGREEMENT

between the

BOARD OF EDUCATION

of the

Syracuse City School District  
Syracuse, New York

and the

SYRACUSE ASSOCIATION OF MANAGERS  
AND SUPERVISORS, SAANYS

representing

**UNIT 11**

Effective July 1, 2003  
to

June 30, 2007

**RECEIVED**

AUG 20 2007

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**



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## UNIT 11

### **ARTICLE I RECOGNITION**

1.1 The Syracuse City School District – Unit 11, Syracuse Association of Managers and Supervisors, SAANYS (“Association”), filed a petition with the New York State Public Employment Relations Board (“PERB”) seeking to represent a unit of employees of the Syracuse City School District (“District”), which unit was certified by PERB on August 10, 1994.

1.2 The District hereby acknowledges that the Association shall be the sole and exclusive bargaining representative for the purpose of establishing salaries, wages, hours and other terms and conditions of employment as defined in Section 201(4) of the Civil Service Law, for members of the defined bargaining unit.

1.3 The Association represents employees of the District holding either a regular full-time twelve (12) month position, a regular full-time eleven (11) month position, a regular full-time ten (10) month position, or a regular part-time position (i.e., a position wherein the employee is regularly scheduled to work at least twenty (20) hours per week) as presently limited to the following job titles:

- Account Clerk-Typist (Payroll Supervisor)
- Administrative Aide
- Aquatics Supervisor
- Architect II
- Assistant Director of Fiscal Services
- Assistant School Lunch Director
- Assistant School Transportation Director
- Assistant Superintendent Buildings & Grounds
- Auditor II
- Clerk of the Works
- Cook II
- Cook/Manager
- Director of Facilities and Construction
- Educational Facilities Planner
- Employee Assistance Program Coordinator
- Fleet Manager
- Health Services Supervisor
- Inventory Control Supervisor
- Manager of Systems and Programming
- Manager Operation/Programming
- Manager of Operations and Programs
- Materials/Resources Management Specialist
- Personnel Aide
- Program Supervisor
- Risk Manager

School Administrative Officer  
School Bus Attendant Supervisor  
School Lunch Director  
School Lunch Manager  
School Nurse Practitioner  
School Purchasing Officer  
School Recreation Supervisor  
School Transportation Director  
Superintendent Buildings & Grounds  
Superintendent of Facilities Maintenance  
Supervisor of Electronic Services  
Systems Analyst

All other employees shall be excluded from the bargaining unit.

**1.4** When new titles are created by the District that appear to be within the scope of the unit or when existing positions are reclassified pursuant to Civil Service Law, the District will consult with the Association in determining whether the new or reclassified title should be included in the bargaining unit as defined above. If the parties cannot agree on the unit status of a title, the matter may be submitted to PERB for determination.

## **ARTICLE II ASSOCIATION RIGHTS**

**2.1** The Association shall have the sole right to represent employees in the defined bargaining unit in any and all proceedings under the Public Employees' Fair Employment Act, under any other applicable law, rule, regulation, or statute, under the terms and conditions of this Agreement; to designate its representatives and to appear before appropriate officials of the District to affect such representation, unless otherwise provided by law; to direct, manage, and govern its own affairs; to determine those matters which the membership wish to negotiate and to pursue these objectives free from any interference, restraint, coercion or unlawful discrimination by the District. The Association shall have the sole and exclusive right to pursue any matter or issue, including but not necessarily limited to the grievance procedure in this Agreement, and to pursue any matter or issue in any court of competent jurisdiction, whichever is appropriate, unless it is expressly and specifically abridged, delegated or modified by this Agreement.

**2.2** The District shall publicize, by means of a bulletin, any and all job openings or promotional opportunities within the Association unit as they occur. Employees will receive either written notification or individual and separate interviews (for finalists) for each job opening for which they apply. The District shall post in each work area a notification of all job vacancies in the Association unit. The posting shall be for, at least, ten (10) days, absent unusual circumstances.

### **ARTICLE III MEMBERSHIP DUES**

**3.1** Upon receipt of a signed authorization form from the employee, the regular membership dues (uniform in dollar amount each pay day) of each Association member shall be deducted from such employee's pay. The Association shall notify the District by certified mail in advance of the amount of uniform dues to be deducted. The deductions shall be remitted to the Association President or authorized designee.

The District also agrees to afford the payroll deduction privilege to Association members who desire to purchase SAANYs sponsored insurance and investment products, and other deductions for programs offered by the District in its sole discretion.

**3.2** Subject to the provisions of Section 208(3)(b) of the Taylor Law, which shall be incorporated by reference herein, the District agrees to deduct from the pay of each employee who is a member of the bargaining unit, but who is not a member of the Association, an amount equivalent to the Association dues that are authorized, levied and collected from the general membership. Such agency fee payors shall have available through the Association, a fair and equitable refund procedure for amounts of the agency fee which represent the employee's pro rata share of expenditures by the Association in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

**3.3** The Association shall indemnify the District and hold it harmless against any and all claims, demands, suits or any other form of liability that may arise out of, or by reason of, any action taken by the District for the purpose of complying with the provisions of this Article.

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

### **ARTICLE IV TIME OFF FOR ASSOCIATION BUSINESS**

**4.1** The Association will designate one (1) employee its Unit President and will authorize this employee, or the Unit President's designee, to deal with the District about employment conditions and adjustment of problems arising from this Agreement. The name of the Unit President shall be certified in writing to the District's Director of Personnel on an annual basis and/or as changes occur. When it is necessary for the President, or his/her designee, to engage in Association activities which cannot be performed other than during normal working hours, the Superintendent of Schools or his/her designated representative may give such time, without loss of pay, as is reasonably necessary to perform such activities. Approval of such time, without loss of pay, shall not be unreasonably withheld. If the conduct of authorized Association business extends beyond normal working hours, there shall be no additional pay under any circumstances.



4.2 Officially authorized Association delegates not exceeding two (2), shall be granted time necessary with pay, to attend the annual meeting and/or special conferences of the SAANYs, upon advance written request of at least ten (10) days to the Superintendent of Schools. The aggregate total number of days involved shall not exceed ten (10) in number. All expenses shall be borne by the individual or the Association.

## **ARTICLE V VISITATION RIGHTS**

5.1 The Association's Field Representative shall have the right to visit any District facility where employees represented by the Association work for the purposes of adjusting grievances and administering the terms of this Agreement. The Field Representative shall be required to provide advance notice, to the extent practicable, of the time and location of each visit to an appropriate District official, and shall provide the District total assurance that no inordinate interruption in the work of any District employee will be involved.

## **ARTICLE VI PERSONNEL FILES**

6.1 The District shall maintain a central personnel file for each employee. Supervisors may also keep files.

6.2 Upon written request, an employee may inspect his/her central personnel file subject to the following:

A. Inspection shall occur during nonworking hours, including lunch and break periods, at a time and in a manner consistent with procedures established by the Director of Personnel. Upon request, an employee who has a pending written grievance on file who is inspecting his/her personnel file with respect to such grievance may have a union representative present during such inspection.

B. Copies of materials in an employee's personnel file shall be provided the employee upon request. The employee shall bear the cost of such duplication.

C. Pre-employment information e.g., reference checks and responses, or information provided the District with the specific request that it remain confidential, shall not be subject to inspection and copying.

6.3 In any instance where an entry is made in a personnel folder with which the employee disagrees, or takes exception, the employee shall have the right to file a written statement in his or her behalf, and such statement shall become a permanent attachment to said entry and shall become a permanent part of the personnel record of the employee.

## **ARTICLE VII NO STRIKES**

**7.1** The Association agrees and affirms that it does not have and will not assert, the right to strike against the District, to assist or participate in any such strike, or to impose an obligation upon its membership to conduct, assist, or participate in any strike as that term may be defined by law.

## **ARTICLE VIII NONDISCRIMINATION**

**8.1** Neither the District nor the Association will discriminate unlawfully against any employee, or applicant for employment, in any matter relating to employment, because of age, race, color, creed, national origin, sex, disability, or marital status.

**8.2** If there is any conflict between the provisions of this Agreement and any legal obligations imposed on the District by federal, state, or local nondiscrimination laws, including but not limited to the Americans With Disabilities Act, the Family Medical Leave Act, or the New York Human Rights Law, then such obligations thus imposed shall be controlling.

## **ARTICLE IX MANAGEMENT RIGHTS**

**9.1** Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the District are retained by it, including but not limited to, the right to determine the mission, purposes, objectives and policies of the District; to determine the facilities, methods, means and number of personnel required for the conduct of District programs; 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 examine, select, recruit, hire, appraise, train, retain, promote, assign or transfer employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with applicable law; to discipline or discharge employees in accordance with applicable law and the provisions of this Agreement; and to determine the scheduling of working times 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.

## **ARTICLE X SENIORITY**

**10.1** Seniority Defined. Seniority means an employee's length of continuous service for the District within job title, as adjusted by the subtraction of any unpaid leave time whether authorized or not. Unpaid leave of six (6) months or less, however, will not affect seniority.

**10.2** An employee will acquire seniority after successfully completing the probationary period.

**10.3 Seniority Loss.** An employee shall forfeit all accrued seniority and, if reemployed subsequently, have only the status of a new employee, under any of the following conditions:

- a. When the employee resigns from employment with the District, or
- b. When the employee is discharged or resigns in lieu of dismissal, or
- c. When the employee retires, or
- d. When the employee fails to return to work at the expiration of an authorized leave of absence.

**10.4 Seniority Retention.** An employee will retain, but not accrue, seniority for one (1) year after layoff, provided the District reemploys the employee during such time.

**10.5 Seniority Application.** Seniority will apply to:

- a. Layoff and recall of non-competitive, exempt, and labor class employees; and
- b. Vacation time selection.

**10.6 Overtime Distribution.** Insofar as practicable, overtime opportunities will be made available to the senior qualified employee in the job title, which is ordinarily and customarily assigned the particular work on a rotation basis by the employer during the period of this Agreement.

## **ARTICLE XI LAYOFF AND RECALL**

**11.1 Layoff in the Competitive Class.** The District, in its sole discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, layoff and recall of competitive class employees shall be governed by the Civil Service Law and the Onondaga County Civil Service Rules.

**11.2 Layoff in the Non-Competitive, Exempt, or Labor Class.** The District, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees in a non-competitive, exempt, or labor class job title will be laid off by job title in the following order:

- a. Probationary employees shall be laid off first;
- b. Thereafter, permanent employees having the least seniority shall be laid off next.

**11.3** When an employee in the non-competitive, exempt, or labor class is laid off, he/she shall be permitted to exercise his/her seniority rights to replace the least senior employee in the same job title within the bargaining unit only. Thereafter, the replaced employee may exercise his/her seniority rights to retreat to his/her last held permanent title, within the bargaining unit, in the non-competitive, exempt, or labor class. The retreat process shall continue only within the bargaining unit until the least senior employee in the last affected job title is displaced and he/she shall be laid off and there shall be no further bumping, retreat, or displacement.

11.4 Employees who are laid off shall be placed on a recall list for a period not to exceed one (1) year from the date of layoff. The recall list shall be used to fill vacancies within the bargaining unit as they occur in the same position held by the employee at the time of layoff, or to any similar position in the bargaining unit. Such recall shall be in the inverse order of layoff based upon seniority provided the employee is qualified and able to perform the work.

11.5 Any notice of recall from layoff shall be sent by the District to the employee at his/her last known address by certified mail. A copy of the notice shall also be provided to the Unit President. If the employee fails to notify the District in writing, within ten (10) days of the District's mailing of the notice of recall, of the employee's intention to return to work, then that employee shall be considered a quit and removed from the recall list. The District shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to keep the District informed of his/her latest mailing address.

11.6 Probationary employees who have been laid off shall have no recall privileges.

## **ARTICLE XII EMPLOYEE ADDRESS & TELEPHONE NUMBER**

12.1 It shall be the responsibility of each employee to keep the District informed of his/her current address and a telephone number where he/she can be reached as required for work-related matters.

## **ARTICLE XIII WORK HOURS**

13.1 The normal workday, established at either six and one-half (6 ½) hours or eight (8) hours, excluding lunch, and thirty-two and one half (32 ½) hours or forty (40) hours of work shall constitute a regular workweek. The normal work week is established at five (5) days, beginning on Monday of the week.

13.2 The employment year for ten (10) month personnel normally runs from September 1 through June 30, inclusive. Employees in this category who are required to work during a summer extension shall be paid pro rata additional salary for the extension period actually worked. In any event, work hours and schedules for part-time personnel shall be subject to the District's discretion.

13.3 The employment year for twelve (12) month personnel runs from July 1 through June 30, inclusive.

## **ARTICLE XIV PAYROLL**

14.1 Employees shall be paid on a bi-weekly basis.

14.2 Ten (10) month employees may opt to receive twenty-six (26) paychecks instead of twenty-two (22), however, no lump sum payments will be made.

## **ARTICLE XV HOLIDAYS**

15.1 Eligible employees within the defined bargaining unit shall be entitled to legal and school holidays, as specified in the annual holiday schedule for non-teaching employees.

15.2 Holiday Observance. Holidays which fall on Saturday will normally be observed the day before on Friday and holidays which fall on Sunday will normally be observed the day after on Monday.

15.3 Holiday Pay. Employees who do not work on a holiday shall receive holiday pay computed at their regular salary rate. To be paid for a holiday, the employee must be present, or constructively present (e.g., drawing sick leave pay), on the day before and the day after the holiday.

In the event an employee is required to work on one of the above paid holidays as a part of his/her regularly scheduled work week, that employee shall receive their holiday pay and equivalent compensatory time off in lieu of the holiday or, at the District's discretion, double time pay for the holiday worked and no compensatory time off in lieu thereof. Where an employee receives compensatory time after working a holiday, the employee shall have twenty (20) days to liquidate same. If the compensatory time off is not taken within twenty (20) days, the employee will then be paid their holiday pay calculated on the basis of the rate earned by the employee at the time of the holiday work.

## **ARTICLE XVI SICK LEAVE**

16.1 Each unit employee shall receive the following number of sick leave days, without loss of salary or benefits, as follows:

Twelve-month employees	15 days
Eleven-month employees	14 days
Ten-month employees	13 days

a. Sick leave days shall be credited to each employee on July 1. Employees hired at any time other than on July 1 shall have, until the following July 1, the number of days prorated in direct proportion to when they were hired, with all fractional days rounded up to another sick leave day. For example: an eleven-month employee hired on January 1 shall be credited with seven (7) sick leave days for the remainder of the school year.

Employees may accumulate sick leave days without any limit on the number of days which may be accumulated for purposes of use.

16.2 In addition to sick leave used for personal illness of the employee, sick leave may be used for illness in the employee's immediate family, not to exceed four (4) sick days per year. These four days are in addition to the days provided in 16.1. If these days are unused by June 30 such days shall be converted to sick days. Such days for employees hired at any time other than on July 1 shall be prorated as in 16.1. Such sick leave may be granted at the discretion of the Superintendent of Schools, or his/her designee, upon satisfactory evidence of reasonable cause, such as where the employee is required to care for the immediate family member. For purposes of this Article, immediate family shall be defined as: husband, wife, son, daughter, mother, father, sister, brother, grandparents, grandchildren, guardians in loco parentis. These terms shall include natural, in-law and step relations.

16.3 When an employee must be absent on sick leave, the employee is required to notify his/her immediate supervisor no later than the time established by the immediate supervisor for reporting said absences. Sick leave credits shall not be granted unless such report is made.

16.4 Sick leave requests of less than one-half (1/2) day units shall not be approved.

16.5 A physician's statement verifying the employee's incapacity to perform job duties may be required. If the employee fails to submit sufficient proof of illness when required to do so, such absence may be considered as time off without pay. The District shall also have the discretion to order a medical examination pursuant to Section 913 of the Education Law.

16.6 There shall be a Sick Leave Committee, consisting of one (1) member appointed by SAANYS, one (1) administrator designated by the Superintendent, a third member selected by the other two (2), and the Director of Health Services who shall be an advisory member. Said Sick Leave Committee shall review, and pass upon applications for additional sick leave days, submitted by members of the Unit.

16.7 Applications for additional sick leave days may be made to the Committee by any member of the Unit who has suffered a prolonged illness or injury (as hereinafter defined), whose accumulated sick leave has been exhausted, and who has no other source of coverage such as income protection insurance, accident and health insurance, catastrophe insurance, etc., which would provide an income equal to the member's salary.

16.8 For purposes of this Article, the term "serious illness or injury" shall be defined as one which is generally regarded as such by those in the medical profession. Any dispute as to whether or not an illness or injury is serious, as used herein, shall be resolved by the Director of Health Services. The purpose of this paragraph is to provide additional sick leave in extraordinary situations where a seriously ill or injured member has no other significant means of income and cannot return to work for a prolonged period of time (after accumulated sick leave credit has been exhausted) which will create a bona fide economic hardship upon the member. It is not intended to cover absences of a day, or several days, in excess of accumulated sick leave, or situations where there is no serious or prolonged illness or injury, or where no bona fide hardship exists. The Committee is authorized, however, to grant additional sick leave upon a prorata basis where, at its discretion, it deems it appropriate to do so and such proration does not exceed the general limitations set forth herein.

**16.9** Prior to, or no later than concurrent with, the submission of the application for additional sick leave, the member shall provide the Director of Health Services with a medical report setting forth the nature of the illness/injury and the anticipated date of recovery and return to work. The Committee shall have the right to request additional medical information, if it deems such information to be necessary, as well as the right to have the member examined by the Director of Health Services or a physician designated by the Director of Health Services.

**16.10** If additional sick leave is granted by the Committee, said additional leave shall not exceed thirty (30) days, and shall be chargeable upon the basis of one (1) day for each day's pay which would have been received had there been no illness or injury.

**16.11** There shall be a limitation of the total number of additional sick leave days which may be granted by the Committee to the extent that the total annual expenditures therefore shall not exceed Fifteen Thousand Dollars (\$15,000.00). It is understood and agreed that the inclusion of said maximum figure is to be in no way construed as a guarantee or commitment by the District that any such monies must, or will, be expended in the designated time period. Said maximum represents only the total amount which is available in the event the Committee determines an application to be meritorious and within the purview of this Article.

**16.12** The decision of the Committee shall be final, binding and not subject to the grievance and arbitration procedure set forth in the grievance procedure of this Agreement.

**16.13** This Article is not retroactive and shall not apply to individuals on continuous sick leave prior to the date of ratification.

## **ARTICLE XVII PERSONAL LEAVE**

**17.1** Upon completion of three (3) full calendar months of service, the employee shall be credited with three (3) days of personal leave for twelve (12) month employees, and two (2) days of personal leave for ten (10) and eleven (11) month employees, for potential use during the remainder of that school year of employment. On July 1 of each succeeding year, each twelve (12) month employee shall be credited with three (3) days of personal leave and each ten (10) month or eleven (11) month employee shall be credited with two (2) days of personal leave. Personal leave shall not accumulate from school year to school year. It is understood and agreed that the purpose of this Article is to permit employees to attend to personal matters which cannot be accomplished during other than normal working hours. Except in emergencies, employees must request personal leave in writing at least five (5) days in advance, which leave may be denied if the Superintendent of Schools, or his/her designee, believes the intent of this paragraph is being violated. Employees hired at any time other than on July 1 shall have, until the following July 1, the number of days prorated in direct proportion to when they were hired, with all fractional days rounded up to another personal leave day.

**17.2** Personal leave requests of less than one-half (1/2) day units shall not be approved.

17.3 Personal leave days may not be taken on days immediately preceding and/or subsequent to scheduled vacations or holidays unless authorized by the Superintendent of Schools, or his designee, pursuant to a written request submitted by the employee. Personal leave may not be substituted for sick leave.

17.4 Unused personal leave will be added to sick leave at the close of each school year.

## **ARTICLE XVIII VACATIONS**

18.1 The vacation year shall coincide with the school year of July 1 to June 30. July 1 shall be the eligibility date for the determination of vacation benefits. References to "year" or "yearly" shall mean the vacation year defined above. Regular full-time twelve (12) month employees 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 the following prorated vacation leave credit on such July 1 in accordance with the following schedule:

### **MONTH OF HIRE VACATION DAYS**

July	10	November	7	March	3
August	9	December	6	April	2
September	8	January	5	May	2
October	7	February	4	June	1

18.2 The employee shall subsequently earn vacation leave credit in accordance with the following schedule:

### **COMPLETED SCHOOL YEARS OF CONTINUOUS SERVICE VACATION DAYS PER SCHOOL YEAR**

After one (1) year	10 days
After five (5) years	15 days
Fifteen (15) years	20 days

After completion of twenty (20) years of continuous service, employees shall receive an additional vacation day for each year of service credited on July 1<sup>st</sup> following their anniversary date, to a maximum of five (5) additional days following completion of the 25<sup>th</sup> year.

18.3 It is expected that all employees qualifying for vacations shall take their vacation time off in the ensuing vacation year. However, upon written request by the employee and subject to approval by the Superintendent of Schools, or his/her designee, unused vacation leave may be carried over into the next succeeding vacation year, but such unused vacation leave must be used within the first four (4) months of such succeeding vacation year or it shall be forfeited. By



December 31<sup>st</sup> of each school year, employees may elect to be paid at their per diem rate for up to six (6) accumulated vacation days.

**18.4** All requests for vacation leave must be submitted in writing to the Superintendent of Schools, or his/her designee, at least ten (10) working days in advance of the requested leave, although reasonable exceptions may be granted. In the case of an emergency as determined solely by the District, the District may cancel and reschedule any or all approved vacations in advance of their being taken. The District shall also have the right to limit the number of employees on vacation leave according to work requirements, or to call employees back to work during vacations, subject to the sole discretion of the District.

**18.5** Holidays falling within the vacation leave period shall not be charged to vacation leave used. An employee is not entitled to utilize sick leave credits during a vacation leave period.

**18.6** Ten (10) and eleven (11) month employees shall continue to be eligible for paid leave during school recess periods which occur between the actual opening and closing of the schools for ten (10) and eleven (11) month staff.

## **ARTICLE XIX BEREAVEMENT LEAVE**

**19.1** In the event of a death in the employee's immediate family, paid bereavement leave of up to five (5) work days shall be granted to the employee.

**19.2** For purposes of this Article, "immediate family" shall be defined as: husband, wife, mother, father, son, daughter, sister, brother, grandparents, or grandchild, or guardian in loco parentis. These terms shall include natural, in-law, and step relations.

**19.3** One (1) work day of paid bereavement leave shall be granted to attend the funeral of the following relatives: aunt, uncle, cousin, nephew, or niece. These terms shall include natural and in-law relations.

**19.4** Employees requesting paid bereavement leave may be asked for proof of relationship and/or proof of death if there are reasonable grounds to question the validity of the relationship or death. Failure to comply with said request will result in loss of bereavement pay.

## **ARTICLE XX JURY DUTY/WITNESS APPEARANCES**

**20.1** Employees shall be granted a leave of absence with pay when they are required to report for jury duty, or are subpoenaed to appear as a witness by any legislative, judicial, or administrative tribunal. Such absence shall not be deducted from any other leave allowance. When an employee receives notice of call to jury duty, said employee shall notify his/her supervisor of such on the first work day following receipt of such notice by providing a copy thereof to the supervisor. If the employee is excused by the court from serving, and at least four

(4) hours are remaining in the employee's regularly scheduled work day, the employee shall report to work.

## **ARTICLE XXI LEAVE FOR COMPENSABLE INJURY OR OCCUPATIONAL ILLNESS**

**21.1** Employees within the bargaining unit shall be covered under the provisions of the New York State Workers' Compensation Law.

**21.2** Employees who become ill or injured due to circumstances allegedly arising out of and in the course of employment shall file a report of such illness or injury with the Workers' Compensation Board through the employer. The parties agree that it is important that notice of any such illness or injury be given to the District as soon as possible and without unnecessary or undue delay. Toward that end, such report shall be filed within the time, and in the manner, required by the New York State Workers' Compensation Law.

**21.3** In those instances where an illness or injury is determined by the District, or other forum of competent jurisdiction to be compensable as arising out of and in the course of employment, the employee will be offered a choice of either option (a) or option (b) listed below. Such election of options must be done in writing and if no option is elected by the employee in writing he/she will be assigned option (a) until such written election is received by the District.

a. The employee shall collect weekly compensation benefits subject to the amount to which he/she may be entitled pursuant to the Workers' Compensation Law. The employee would not draw sick leave even though he/she might be eligible; or

b. The employee shall be permitted to use paid sick leave to cover the difference between the benefit payable under the Workers' Compensation Law and his/her regular salary, to the extent of his/her accrued sick leave at the time such absence commences.

**21.4** Because the District is self-insured and therefore has no insurance carrier from which to receive the reimbursement to which it would otherwise be entitled under the Workers' Compensation Law for option (b) above, the District shall charge to the employee's accumulated sick leave such time as would be reimbursed if the District were not self-insured. Such charge to, and deduction from, accumulated sick leave shall be proportionate to, and based upon, the amount of reimbursement the District would receive if not self-insured.

**21.5** The District reserves the right to insure, or to self-insure, for Workers' Compensation benefits.

## **ARTICLE XXII HEALTH AND DENTAL BENEFITS**

**22.1** The District will provide health insurance for eligible employees pursuant to the Syracuse City School District Health Insurance Program or the Prepaid Health Plan (PHP)

option. With regard to the Syracuse City School District Insurance Program, the District will assume all costs of such program except for the following employee contributions:

a. For health care, the employees shall contribute the following amounts as monthly deductions to the cost of District provided health care benefits depending upon the individual's income (base salary or wages) on June 30<sup>th</sup> of the year preceding the applicable school year:

Year One (7/1/03 - 6/30/04):		Individual	Family
Tier	Base earnings:	Increase to:	Increase to:
1	Less than \$36,000	\$14.00	\$46.00
2	\$36,000 - \$59,999	\$21.00	\$60.00
3	\$60,000 or over	\$24.00	\$67.00

Year Two (7/1/04 - 6/30/05):		Individual	Family
Tier	Base earnings:	Increase to:	Increase to:
1	Less than \$36,000	\$15.00	\$49.00
2	\$36,000 - \$59,999	\$25.00	\$63.00
3	\$60,000 or over	\$27.00	\$71.00

Year Three (7/1/05 - 6/30/06):		Individual	Family
Tier	Base earnings:	Increase to:	Increase to:
1	Less than \$36,000	\$16.00	\$52.00
2	\$36,000 - \$59,999	\$28.00	\$65.00
3	\$60,000 or over	\$32.00	\$75.00

Year Four (7/1/06 - 6/30/07):			
Individual		Family	
Tier	Base earnings:	Increase to:	Increase to:
1	Less than \$36,000	8% of the premium equivalent rate established for the 05-06 school year	8% of the premium equivalent rate established for the 05-06 school year
2	\$36,000 - \$59,999	10% of the premium equivalent rate established for the 05-06 school year	10% of the premium equivalent rate established for the 05-06 school year
3	\$60,000 or over	12% of the premium equivalent rate established for the 05-06 school year	12% of the premium equivalent rate established for the 05-06 school year

Co-pays for office visits shall be increased as follows:

Effective July 1, 2003:	Current Rate Plus \$1 = \$6.00 Total
Effective July 1, 2004:	Plus \$1 = \$7.00 Total
Effective July 1, 2005:	Plus \$1 = \$8.00 Total
Effective July 1, 2006:	Plus \$1 = \$9.00 Total

Cost to Retirees:

Individual coverage – under 65	Medicare B rate
Individual 65 or older	-0-
Family coverage – all under 65	Medicare B rate
Family coverage with at least one member 65 or older	-0-

**22.2** Members of the Health Benefits Program who are over 65 are responsible to apply for and pay the Medicare B coverage.

**22.3** Retirees under the age of 65 must pay a share of the premium cost equal to the cost of the Medicare B rate. As the Medicare B rate changes, so will the costs of the school benefits.

**22.4** With regard to the Prepaid Health Plan, the District agrees to continue its current rate of contribution for the duration of this Agreement.

**22.5** Payments for treatments of mental or nervous disorders outside the hospital are covered, but subject to eighty (80%) percent payment reimbursement. There shall be a maximum of \$60 per visit and \$3,000 per year in benefits to a lifetime maximum of \$6,000 total benefits, which shall be for employees and eligible dependents. Employees and eligible dependents are also eligible for mental health benefits through a preferred provider network as currently established.

**22.6** Well child care shall be covered by the District's Health Benefits Program.

**22.7** The parties agree to establish and maintain a plan for a vision care allowance or reimbursement to individual employees, which shall be administered, on an annual basis using a specific dollar amount of \$150.00 to be allocated for each employee. The \$150.00 annual allocation may be utilized by the unit members and/or his or her covered dependents. In no event shall the District be required to pay or reimburse annually in excess of \$150.00 per employee.

<i>Year</i>	<i>Individual and Family Coverage - Vision Benefits:</i>
10/1/04 - 6/30/07	\$2.06 per month

**22.8** The District will provide dental benefits for eligible employees pursuant to the Syracuse City School District Dental Assistance Plan. With regard to the Plan, the District will assume all costs of such program except for the following monthly employee contributions for years one, two and three of the contract (July 1, 2003 through June 30, 2006):

Individual coverage	\$ 2.00
Family coverage	8.00

For year four (July 1, 2006 through June 30, 2007) eligible employee contributions shall be as follows:

<i>Year</i>	<i>Individual Coverage -- Increase to</i>	<i>Family Coverage -- Increase to:</i>
Four (7/1/06 - 6/30/07)	\$8.00 per month	\$22.00 per month

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

**22.10** In the event any member of the unit, or his/her dependent, is eligible for benefits under another health plan and receives benefits thereunder, and the current plan or any future plan of the District's insurance program has a coordination of benefits provision, the District shall not be liable to make duplicate payments of benefits which have already been paid by such other plan and which the District's plan did not pay.

**22.11** Effective as soon as possible following ratification of this Agreement by both parties, the District will establish, at no cost to the employee, a flexible spending benefit plan pursuant to Section 125 of the Internal Revenue Code, with operating procedures determined by the District in accordance with IRS regulations. This optional plan may be used for favorable income tax

treatment of the employee's health and dental premium contributions, deductibles, co-insurance amounts, other unreimbursed medical expenses, and dependent care assistance.

**22.12** Unit members and their eligible dependents shall not be eligible for multiple coverage at any time under the District's health benefit plans. For example, an employee may not be covered as both an individual and dependent at the same time under the District's health and dental benefit plans.

**22.13** The extent of coverage under the benefit plans, including any HMO's and/or self-insured plans referred to in this Agreement, shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning benefit claims shall be resolved in accordance with the claims resolution procedures set forth in said policies or plans and shall not be subject to the grievance procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to pay any claim for which it is contracted or is obligated shall result in no liability to the District, nor shall such failure be considered a breach by the District of any obligation undertaken under this or any other agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the District, its employees, or beneficiaries of any employees.

**22.14** The Mail Order Drug Program co-pays will be as follows:

<i>Year</i>	<i>Increase to:</i>
One - Three (7/01/03 - 6/30/06)	Effective July 1, 2003, employee co-pays for the Mail Order Drug Program shall be increased to become \$5.00 (generic drugs), \$15.00 (preferred drugs) and \$25.00 (non-preferred drugs)
Four (7/01/06 - 6/30/07)	Effective July 1, 2006 and for remainder of Agreement, employee co-pays for the Mail Order Drug Program shall be increased to become \$6.00 (generic drugs), \$18.00 (preferred drugs) and \$35.00 (non-preferred drugs).

**22.15** The deductibles for out-of-network and major medical care shall be \$75.00 for individual coverage and \$225.00 for family coverage.

**22.16** The co-payment for emergency room visits shall be \$35.00.

**22.17** Amendment of Coverage's and Benefits.

- a. Each party agrees that, upon request of the other party during the term of this Agreement, modifications to the coverage's and benefits afforded by the existing plans may be studied and reviewed jointly. Further, the parties may also agree to explore and agree upon other options and benefit configurations in the interests of providing the most beneficial and cost efficient plans and coverage's to the members of the Unit.

Any modifications achieved by the above shall be reduced to writing and become a new amendment to this Agreement."

- b. The parties further agree that should the District agree to modify coverages and/or benefits afforded through the current plan so as to provide more beneficial coverage, rates or contributions for same, with any other group of employees who are members of any other recognized bargaining unit, the District, upon request, will also afford the opportunity to this Unit's representatives to consider and agree to such other more favorable coverage, rates or contributions. Further, if such modification is acceptable to this bargaining unit, the District agrees to implement same as soon as practicable.
- c. The parties further agree that, upon the expiration of this Agreement, the rates of contribution, as converted to actual dollars, for health, dental and vision plans or coverage's shall remain in place and not be further increased until a successor agreement is reached.

## **ARTICLE XXIII TUITION**

### **23.1 Career Ladder – Undergraduate and Graduate Study**

**A.** Employees eligible for this program must be accepted in a District approved program in order to qualify for the following benefits:

1. Employees will be eligible to receive up to twelve (12) hours of paid tuition per calendar year at the State University of New York or community college tuition rates.

2. Tuition costs will be directly paid by the District to the State University or community college as long as a C average is maintained. If a C average is not maintained, the employee must assume payment of tuition costs subject to reimbursement procedures under Article 23, Section B. The District will resume direct payment once a C average is again attained.

3. Career guidance and assistance will be provided to enrolled employees through the Instructional Division's In-Service Department.

4. Total cost to the District shall not exceed \$5,000 per year under all tuition cost plans included in this contract.

**B.** The District shall reimburse employees for incurred tuition (only) costs for non-credit courses satisfactorily completed at New York State Community Colleges and similar continuing Education Courses, and in-service courses offered by other educational institutions providing all of the following requirements are satisfied:

1. Any course taken must be within job related subject areas, and approval must be given in advance by the Personnel Department.

2. The course taken must be within job related subject areas, and approval must be given in advance by the Personnel Department.

3. Satisfactory completion equals at least the equivalent of a grade of B.

4. Reimbursement shall not exceed the tuition rate of the State University of New York. In no instance shall reimbursement exceed the actual cost to the employee.

C. The District and the Association agree to reopen negotiations on this Article as of January 1, 1998.

#### **ARTICLE XXIV MILEAGE RATE REIMBURSEMENT**

24.1 All employees covered by this Agreement authorized by the Chief Financial Officer or his/her designee to use their private automobiles for the purpose of conducting District business shall be reimbursed at the then current IRS mileage rate.

#### **ARTICLE XXV OVERTIME PREMIUM**

25.1 Eligibility for overtime premium compensation shall be limited to non-exempt employees as required by the Fair Labor Standards Act. Those employees who are exempt from the overtime pay provisions of the Fair Labor Standards Act shall not be entitled to overtime premium compensation under any circumstances.

25.2 For non-exempt employees only, all hours worked in excess of forty (40) hours in a work week when worked upon the direction or approval of the employee's supervisor shall be paid at the rate of one and one-half (1 ½) times the employee's straight time hourly rate or compensated by granting one and one-half (1 ½) times the number of overtime hours actually worked as compensatory time off. The employee shall make his/her choice (overtime or compensatory time) known to the District not later than the end of the work week in which overtime was earned or as soon as reasonably possible thereafter. The final decision in each instance, however, shall be at the discretion of the District. Compensatory time may not be accumulated in excess of twenty (20) hours of compensatory time. Where compensatory time is to be taken, it should be at a time convenient to the employee(s) and consistent with the operating needs of the District.

25.3 Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provisions of this article or Agreement. Moreover, paid time off shall not be considered as time worked for overtime pay purposes.

25.4 Overtime Distribution: Insofar as practicable, overtime opportunities will be made available to the senior qualified employee in the job title which is ordinarily and



customarily assigned the particular work on a rotation basis by the employer during the period of this Agreement.

## **ARTICLE XXVI TERMINAL BENEFITS**

**26.1** An employee whose employment is terminated by resignation or retirement shall be required to give the District at least ten (10) working days' notice.

**26.2** In the case of death of an employee, terminal benefits due shall be paid to the estate of the employee.

**26.3** Terminal benefits shall be paid at the regular rate of compensation earned by the employee at the time of termination.

**26.4** Vacation Payments. At termination of employment, any earned vacation time shall be paid to the employee by the District, at the discretion of the Superintendent of Schools which shall not be applied in an arbitrary or capricious fashion. An employee shall have the right to receive vacation upon retirement.

**26.5** Compensatory Time Payments. Upon termination of employment, an employee shall receive compensation for accrued but unused compensatory time.

**26.6** Sick Leave Payments.

A. As an incentive to conserve sick leave and to promote the appropriate use of sick leave days, the District agrees that an employee who is age fifty-five (55) or older and who has completed at least fifteen (15) years of service with the District and who retires directly into or under the New York State and Local Employees' Retirement System and who is eligible to receive a pension there from shall receive upon retirement compensation for earned but unused sick leave at a rate of \$25.00 per day to a maximum of two-hundred-forty (240) days.

B. Effective July 1, 2003 and thereafter, employees who retire pursuant to this Section shall have the option, instead of receiving the actual funds through the retirement stipend, to have applied on their behalf any or all of such sum available to cover the employee's contribution for health insurance (on a monthly basis) during the employee's retirement. This will offset the employee's obligation to pay for same on a dollar-for-dollar basis until such retirement stipend funds have been exhausted.

## **ARTICLE XXVII UNPAID LEAVE OF ABSENCE**

**27.1** As a supplement to any leave required under the Family Medical Leave Act (FMLA), a leave of absence without pay, not to exceed an aggregate of one (1) year, may be granted an employee by the Superintendent of Schools, or his/her designee, provided there is sufficient

medical justification stipulated by written documentation of a physician, or sufficient personal reasons acceptable to the District such as but not necessarily limited to continuing education, child care for the birth of the employee's son or daughter, adoption or foster care of a child by the employee, or care for the employee's spouse, child or parent with a "serious health condition" as defined by FMLA. Such leaves may be extended by approval of the District; however, in no instance will unpaid leaves of absence exceed two (2) years.

**27.2** In order to be eligible for an unpaid medical leave of absence, the employee must have exhausted all sick leave accruals, unused vacation days, personal leave days, and compensatory time.

**27.3** As a general rule, a leave of absence for employment with other than the District shall not be approved. Reasonable exceptions, however, may be granted by the Superintendent of Schools subject to his/her sole discretion. The failure of the Superintendent to grant such an exception shall not be subject to review under the grievance procedure of this Agreement.

**27.4** Any requests for leave of absence shall be submitted in writing to the Superintendent of Schools, or his/her designee, at least four (4) weeks in advance of the desired starting date, where possible, on a form prescribed and distributed by the Personnel Office. The request shall state the reason the leave of absence is being requested and length of time off the employee desires.

**27.5** To be eligible for reinstatement from a leave of absence, the employee must make application for reinstatement. Such application shall be in the form of a written request to the Superintendent of Schools, or his/her designee, at least two (2) weeks prior to the expiration date of the approved leave. If the employee is returning from a medical leave of absence, the employee must submit to the District a physician's statement attesting to the employee's recovery and physical fitness to perform the essential functions of his/her assignment. No employee will be allowed to return to work who has failed to present such physician's statement.

**27.6** During a leave without pay, all benefits provided the employee shall be discontinued unless the employee assumes all costs, including group health insurance costs, except where other provisions of law such as the Family Medical Leave Act so require. No longevity or seniority shall be earned during the unpaid leave period. No sick leave, vacation leave, or personal leave credits shall be earned. Upon expiration of the leave, the employee will be reinstated to the position he/she occupied at the time the leave was granted, assuming such position has not been abolished, and all benefits and credits previously earned and enjoyed will be reinstated. Upon reinstatement, seniority will be adjusted in accordance with Article 10.

**27.7** An employee who obtains a leave of absence, or extension, by false pretense or who fails to report to work on the expiration of any leave, unless excused by the District in its reasonable discretion, will be deemed to have resigned.

## **ARTICLE XXVIII GRIEVANCE AND ARBITRATION PROCEDURE**

**28.1** Definitions:

Grievance shall mean an alleged violation, misinterpretation, or an inequitable application of the express terms of this Agreement.

Grievant shall mean either the Association, or the employee(s) it represents in the bargaining unit, filing a grievance.

Supervisor shall mean an employee who directs the work of the employee(s) affected by the alleged grievance.

**28.2** For the purpose of this procedure, work days will exclude Saturdays, Sundays and enumerated holidays. The time limits set forth in this Article are of the essence. They may, however, be extended by advance mutual written agreement of the parties.

The failure of the grievant, either the Association or the employee(s) it represents, to proceed within the time limits set forth herein shall terminate the grievance at that step. The failure of the District to answer within the time limits set forth will advance the grievance to the immediate next step of the grievance procedure.

**28.3** An employee shall have the right to present his/her grievance in accordance with the procedures established herein, free from interference, coercion, restraint, unlawful discrimination, or reprisal and shall have the right to be represented by an Association representative at all stages of the grievance procedure. However, it is understood and agreed that this Article shall not be a substitute for any other appropriate action or relief available to any employee who is covered by the terms and conditions of this Agreement. Further, in the event any such employee elects to invoke such alternative statutory relief, such election shall be considered a waiver of his/her right to thereafter seek recourse by means of this Article. Moreover, it is further understood and agreed that a grievance, as defined in Section 682 of the General Municipal Law, shall not be eligible to be processed in accordance with the provisions of this Article, and therefore, not subject to arbitration.

**28.4** Stage One.

A. An employee or group of employees who claim to have a grievance shall present their grievance to their immediate supervisor orally within ten (10) working days after the employee(s) either knew, or should have known, of the occurrence of the grievance, whichever occurs first.

B. Within ten (10) working days after presentation of the grievance, the immediate supervisor shall discuss the complaint with the grievant(s) and respond orally.

**28.5** Stage Two.

A. In the event that the grievance is not resolved within Stage One, the aggrieved employee(s) may submit within five (5) working days from the immediate supervisor's oral response, a formal written grievance to the immediate supervisor. The written grievance shall

contain the circumstances of the alleged contract violation, the specific provision of the contract alleged violated, the date of the alleged violation, and the remedy sought.

B. The immediate supervisor shall meet with the aggrieved employee(s) and the Association representative, if any, to discuss and review the allegations.

C. Within five (5) working days of the receipt of the formal written grievance, the immediate supervisor shall respond in writing to the aggrieved employee(s) with a copy to the Association representative (if any) and the Director of Personnel.

#### **28.6 Stage Three.**

A. In the event that the grievance is not resolved within Stage Two, the aggrieved employee(s) may submit within five (5) working days from the immediate supervisor's response, a formal written grievance to the Director of Personnel, or his/her designee. The written grievance shall contain the circumstances of the alleged contract violation, the specific provision of the contract alleged violated, the date of the alleged violation, and the remedy sought.

B. The Director of Personnel, or his/her designee, shall meet with the aggrieved employee(s) and the Association representative, if any, to discuss and review the allegations.

C. Within five (5) working days of the receipt of the formal written grievance, the Director of Personnel or his/her designee shall respond in writing to the aggrieved employee(s) with a copy to the Association representative (if any).

#### **28.7 Stage Four**

A. In the event the grievance is not resolved within Stage 3, either the Association or the District, and only the Association or the District, may within ten (10) working days after the reply of the Director of Personnel, or his/her designee, is given or is due, by written notice request arbitration. The District and the Association will select the arbitrator from lists submitted by them by PERB. The selection of the arbitrator and the arbitration proceedings shall be conducted in accordance with the then current PERB rules for voluntary grievance arbitration. If arbitration is not requested as set forth in this stage, it shall be deemed waived, and the grievance resolved on the basis of the response of the Director of Personnel, or his designee.

B. The arbitrator shall have no right or authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact or law as to whether there has been a violation, misinterpretation, or an inequitable application of the specific provisions of this Agreement. The arbitrator shall be in power to determine the issue(s) raised by the grievance as submitted in writing at Stage Two. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to, or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the District under law and applicable court

decisions. Any decision or award of the arbitrator rendered within the limitations of this section shall be final and binding upon the District, the Association, and the employees covered by this Agreement.

C. The costs of the services and of any related expenses of the arbitrator, excluding the initial filing fee, will be borne equally by the District and the Association. The initial filing fee shall be the responsibility of the party demanding arbitration.

D. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue(s). If the arbitrator finds a violation of a specific provision of this Agreement, the arbitrator's award shall not be retroactive in its effects any earlier than ten (10) working days preceding the filing of the grievance.

## **ARTICLE XXIX DISCIPLINE AND DISCHARGE PROCEDURE**

**29.1** An employee covered by this Agreement who has successfully completed his/her probationary period shall be subject to the following procedure for disciplinary and discharge matters in lieu and in place of the procedures specified in Sections 75, 76, and 77 of the Civil Service Law.

**29.2** Disciplinary action shall be limited to instances of employee misconduct and/or incompetence and may include, but is not limited to, written reprimands, suspension, demotion, discharge, fines or any combination thereof or other such penalties as may be imposed by the District. A notice of such discipline shall be made in writing and served upon the employee with a copy to the Association President and District Director of Personnel. The specific acts for which discipline is being imposed and the penalty shall be specified in the notice.

**29.3** If the employee disagrees with the disciplinary action, the employee and/or the Association may submit a grievance at the Step Three level of the grievance procedure as specified in Article 28 of this Agreement. Failure to submit a grievance within ten (10) working days of receipt of the notice of discipline will constitute acceptance of the imposed penalty by the employee and the Association and the matter will be settled in its entirety. Subject to a mutual written agreement between the Association and the Director of Personnel, the time limit hereinabove specified may be extended.

**29.4** It is expressly understood that the District shall be permitted to impose the disciplinary penalty prior to expiration of the ten (10) working day period for submittal of a grievance challenging the disciplinary action. However, nothing herein contained shall preclude the pursuit of a grievance challenging such disciplinary action.

**29.5** An employee shall have the right to be represented in disciplinary matters by an Association representative if the employee elects to do so. Such right of representation shall extend to any questioning of the employee which may lead to disciplinary action. Nothing contained herein shall be construed as limiting the right of an employee to informally resolve the disciplinary matter by settlement with the District and the employee may waive his/her right to

the procedure as outlined herein. Any settlement agreed upon between the parties shall be reduced to writing and shall be final and binding upon all parties.

**29.6** No disciplinary action shall be commenced by the District more than eighteen (18) months after the occurrence of the alleged act(s) for which discipline is being considered provided, however, that such time limitation shall not apply where the act(s) would, if proved in a court of competent jurisdiction, constitute a crime.

### **ARTICLE XXX ENTIRE AGREEMENT**

**30.1** This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term unless otherwise provided herein. The District and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the District's exercise of its rights as set forth herein on salaries, fringe benefits, or terms and conditions of employment.

### **ARTICLE XXXI CONFIDENTIAL INFORMATION**

#### **31.1 General Statement.**

Nearly every employee in our school system has occasion to handle confidential information. It is imperative that information of a confidential nature be kept confidential. Indiscretions involving this information can have serious consequences, such as the following:

1. Damaging the lives of boys and girls.
2. Causing unnecessary embarrassment to boys and girls, as well as their families.
3. Violating state, local, or federal law in regard to such information.

#### **31.2 Methods of Keeping Information Confidential.**

The best and most appropriate means of keeping information confidential is the exercise of judgment and discretion in the way such information is discussed and handled. Information which is always considered confidential, such as police reports, court records, I.Q.'s, etc., should

be kept under lock-and-key. Furthermore, such information and circumstances should never be discussed in open offices or where others may overhear such discussion.

### **31.3 Violations.**

Any employee who deliberately releases to unauthorized persons information, which he/she has been told, or which, through office practice, any reasonable person should know is confidential, is subject to dismissal at the discretion of the Superintendent of Schools. The factual issue, and only such issue, of whether there has been a deliberate release of such confidential information shall, however, be subject to the grievance and arbitration procedure specified in Article 29 of this Agreement. The arbitrator shall have no power to substitute his/her judgment for the Superintendent's as to the appropriate penalty for a proven violation.

## **ARTICLE XXXII UNIFORMS AND SAFETY SHOES**

**32.1** The District shall continue to provide a uniform allowance to those eligible unit members in accordance with past practice.

**32.2** The District also agrees to supply safety shoes to those unit members working in areas requiring such, as reasonably determined by the District.

## **ARTICLE XXXIII SAVINGS CLAUSE**

**33.1** In the event that any term or provision of this Agreement shall be determined or declared by a court of competent jurisdiction or legislative authority to be null, void, or unenforceable, or not in accordance with applicable statutes, such action shall not affect any of the rest of this Agreement which shall thereafter continue in effect.

## **ARTICLE XXXIV TAYLOR LAW**

**34.1** PURSUANT TO THE PROVISIONS CONTAINED IN SECTION 204-a(1) OF THE CIVIL SERVICE 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## **ARTICLE XXXV SALARY ADJUSTMENTS**

**35.1** Effective July 1, 2003 the parties agree to the following salary adjustments:

3.25% effective July 1, 2003

3% effective July 1, 2004

3.25% effective July 1, 2005

3.75% effective July 1, 2006

Each employee covered by the Agreement who is still on the active payroll as of the beginning of the payroll period immediately following ratification of the Agreement by both parties shall receive a retroactive payment.

**35.2 Recall and Layoff.** When an employee is recalled from layoff in accordance with the provisions of Article 11 – Layoff and Recall, he/she shall, as a general rule, be paid at the same salary he/she was paid immediately prior to the layoff. However, the Superintendent of Schools shall have the sole discretion to recommend a higher salary, upon recall, which recommendation shall become final upon approval by the Board of Education, and which shall not be subject to review thereafter.

**35.3 Reinstatement.** When an employee is reinstated from an unpaid leave of absence, he/she shall, as a general rule, be paid at the same salary he/she was paid upon commencing the leave of absence. However, the Superintendent of Schools shall have the sole discretion to recommend a higher salary, upon reinstatement, which recommendation shall become final upon approval by the Board of Education, and which shall not be subject to review thereafter.

**35.4 Starting Salary.** The District retains the sole and exclusive right to determine starting salaries for new employees in the bargaining unit. For good cause shown, and where the relevant factors of education and work experience are equal, the District also agrees to increase the salary of any other employee, in the same job title as the new employee, whose salary falls below the starting salary of the new employee, to the same salary level as the new employee.

**35.5 Longevity Premium.** Longevity payments shall be in addition to base salary, and are not cumulative. New hires are eligible for longevity payments. The new longevity payment schedule for all employees, with payments added to base salary is as follows:

5 years	\$250.00
10 years	\$500.00
15 years	\$750.00
20 years	\$1,000.00
25 years	\$1,500.00
30 years	\$2,000.00
35 years	\$2,500.00

There are unit members who, due to prior service in other bargaining units or for some other reason, receive longevity payments either greater than \$2,500.00 or in some amount which falls in between the amounts paid for two consecutive steps. These individuals, on reaching their next step and all future steps, will receive either the \$250.00 or \$500.00 increase associated with that step in addition to the longevity they were receiving immediately prior to reaching that step.



The Salary of the School Recreation Supervisor shall be increased by \$750.00 on July 1 of each year covered by this agreement. Such amount shall be added to the base salary prior to negotiated increases; and shall not exceed a total amount of \$2,250.00 for the life of the contract.

36.1 Effective July 1, 2003, the District agrees to make two (2) equity adjustments in salary to two employees previously designated by the Association in the amount of \$2,000.00 each (for a total of \$4,000.00) before computation of other salary increases to two named employees in the Unit. This is a one-time-only adjustment.

**ARTICLE XXXVI**  
**SCHOOL DISTRICT RANDOM**  
**DRUG TESTING POLICY**

36.1 Effective July 1, 2000 any unit member authorized to drive a School District vehicle shall be subject to a School District random drug testing policy. The School District random drug testing policy shall be formulated in cooperation with all effected bargaining units by January 1, 2001.

**ARTICLE XXXVII**  
**TERM OF AGREEMENT**

37.1 This Agreement shall be in full force and effect from July 1, 2003 to June 30, 2007, inclusive.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 10<sup>th</sup> day of May, 2005.

By: Carol J. Miner  
Carol Miner  
President, Syracuse Association of  
Managers and Supervisors, SAANYS

BOARD OF EDUCATION  
SYRACUSE CITY SCHOOL DISTRICT

By: Cynthia Kirby  
Cynthia Kirby  
President, Board of Education