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Title: **Utica City School District and Service Employees International Union, AFL-CIO, Local 200-B (2000)**

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Local: **200-B**

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CONTRACT

Between

UTICA CITY SCHOOL DISTRICT

And

SERVICE EMPLOYEES INTERNATIONAL

UNION

AFL-CIO

LOCAL 200B

For The School Years

2000-2004

RECEIVED

DEC 16 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

488

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ARTICLE 1 - RECOGNITION

Section 1 - The Utica City School District recognizes the Service Employees International Union, Local 200-B, AFL - CIO, for the purpose of collective negotiations, pursuant to the Public Employees' Fair Employment Act, as the exclusive representative of a negotiating unit consisting of:

CERTIFIED TEACHING ASSISTANTS

(Reading, Math, ESL, Kindergarten, Language Development, Library, Special Education, Writing-to-Read, Writing-to-Write, Computer, Computer (Non-Public), In-Hours Suspension, Primary Mental Health, Even Start, Time Out, Adult Education, Intensive Guidance, and other program titles the District may develop).

FOOD SERVICE

Cook (Senior Food Preparation Worker 2); Secondary Supervisor (Senior Food Service Worker 3); Assistant Cook, Salad Maker (Senior Food Preparation Worker 1); Elementary Supervisor (Senior Food Service Worker 2); Grill/Fry/Oven Operator (Food Preparation Worker); Secondary and Elementary Cashier (Senior Food Service Worker 1); Central Kitchen (Food Service Worker 2); Breakfast and Lunch Server, Runner (Food Service Worker 1).

TRANSPORTATION

(Special Education Bus Drivers, Special Education Bus Aides)

NON-INSTRUCTIONAL AIDES/MONITORS

(Noon Hour, Security)

Specifically excluded from this collective bargaining agreement are substitute workers, i.e., those employees in the food service department, transportation department, or monitor/aide category who do not have probationary or permanent appointments to the District.

Section 2 - During the duration of this agreement, the District agrees to renegotiate exclusively with the Union and in no way will the District negotiate with any other organization or any individual for the purpose of this agreement.

ARTICLE 2 - NEGOTIATING PROCEDURE

Section 1 - The parties agree that no later than the February 1, prior to the expiration date of the contract period of the agreement, they will enter into collective negotiations.

Section 2 - It is further understood and agreed that the agreements reached by the representative negotiating teams must be ratified by the Utica Board of Education and the membership of Local 200B, Service Employees International Union.

Section 3 - The District agrees that it will provide the Union with two (2) copies of the tentative budget in accordance with Section 2516 of the Education Law.

Section 4 - The term "collective bargaining negotiations" shall include "salaries, wages, hours and other conditions of employment as defined in Article 14, Section 2:1 (4) of the Civil Service Law of the State of New York."

Section 5 - If agreement is not reached by May 1, either party may request the State Public Employment Relations Board to assist the parties in reaching agreement. If, after such assistance, the parties are still unable to reach agreement, it is agreed that a fact-finder will be appointed by PERB.

Section 6 - This agreement constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written, signed amendment to this agreement. The bargaining unit agrees that all negotiable items have been discussed during the negotiations leading to this agreement and agrees that negotiations will not have to be re-opened on any item, whether contained in this agreement or not, during the life of this agreement. The operating of schools and the direction of staff are vested exclusively in the school board.

Section 7 - No provision of this agreement shall be negotiated which is at the time of negotiations contrary to law. If any provision of this agreement shall be found contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions and applications will continue in full force and effect. The parties agree to meet at a mutually agreed date for the purpose of arriving at a satisfactory replacement for such provision or application.

ARTICLE 3 - GRIEVANCE PROCEDURE

Section 1 - Intent

It is the expressed intent of the Utica City School District to provide a means for the orderly settlement of the grievance as hereinafter defined in a fair and equitable manner.

Section 2 - Definitions

- a. Grievance: A grievance is a tenable claim that a specific provision of this agreement has violated.
- b. Supervisor: The term supervisor shall mean the individual having direct line responsibility over the employee or group of employees filing the grievance. The lines of responsibility for the various groups covered by this agreement are as follows:
 1. Food Service
 - a. Step 1 - Building Principal
 - b. Step 2 - Director of School Lunch
 2. Certified Teaching Assistants/Non-instructional Monitor/Aides
 - a. Step 1 - Building Principal
 - b. Step 2 - Director of Personnel or a designee of the school district
 3. Transportation
 - a. Step 1 - Transportation Office in the Bus Garage
 - b. Step 2 - Director of Personnel or a designee of the school district
 - c. Grievances involving discharge and changes in wages will be processed immediately into the Third Step of the Grievance Procedure.
 - d. Representation: A representative shall mean the person or persons designated by the Union and/or the aggrieved employee to act in his or her behalf.

Section 3 - General Conditions

- a. It is understood that the Union may file a general grievance for an alleged violation of the agreement.

- b. Time limits are established in the Grievance procedure to insure that the alleged grievance will be processed within a reasonable period of time. It is agreed that if the District fails to answer a written grievance within the time limits set forth below, unless mutually extended by the parties in writing, such grievance shall be subject to appeal by the Union to the next higher step of the Grievance Procedure. It is also agreed that no grievance shall be valid unless appealed within the time limits established within each step of the Grievance Procedure and that the time limits may, by written agreement of the parties, be extended in any step. The parties mutually agree that each will notify the other, within two (2) weeks of the signing of the agreement, of the names and positions of all individuals vested with the right of granting extensions of time under this Section.
- c. No school administrator or supervisor shall coerce, interfere with, restrain, discriminate against, penalize or commit acts of reprisal against any employee in the exercise of any rights provided in these procedures.
- d. All grievances must be submitted at the appropriate level within ten (10) calendar days from the time the alleged grievance occurred.
- e. All grievances filed by the Utica City School District through the Board of Education or an administrator shall be processed at Step 3, which shall consist of a meeting between representation of the district and the bargaining unit, who shall attempt to resolve the grievance prior to arbitration.

Section 4 - Procedure:

- a. Step 1. Any employee having a grievance or any one (1) designated member of a group having a grievance must, in each instance, discuss the written complaint with his or her immediate supervisor. The aggrieved, at this meeting and all subsequent meetings, may be represented by an individual of his or her own choosing. The immediate supervisor shall render a decision to the employee within five (5) working days of the date the complaint was first submitted in writing to him by the aggrieved.
- b. Step 2. If the complaint is not resolved in the manner set forth above, the aggrieved party shall, within five (5) working days from the receipt of the decision, resubmit the complaint in writing, sign the complaint and formally request the matter be reviewed by the individual next in line of authority who shall meet with the parties within five (5) working days from the receipt of grievance and shall attempt to arrive at an equitable solution. The supervisor to whom the request for review has been directed shall render 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 aggrieved party may, within five (5) working days from receipt of Step 2 decision, formally request the matter be reviewed by the Superintendent of Schools or his designated representative shall meet with the aggrieved party, his/her representative and the supervisor involved within five working days from receipt of request. The Superintendent or his designated representative shall render a decision within five (5) working days of the meeting noted immediately above.

- c. Any grievance within the scope of the agreement, on which the Arbitrator is empowered to rule and which is not settled under Step 3 of the Grievance Procedure herein provided, may be submitted to an Arbitrator as hereinafter specified in Section 3.5.

Section 5 - Arbitration:

- a. Notice of intent to appeal any grievance to an Arbitrator shall be filed with the Superintendent of Schools within thirty (30) working days after receipt of the District's answer in the Third Step on the Grievance Procedure. If such notice is not received by the District within the thirty (30) working days referred to, then the decision of the District under the Grievance Procedure shall be final.

- b. The party or parties shall request the American Arbitration Association (Syracuse Regional Office) to submit the name of seven (7) proposed Arbitrators. The Arbitrator shall be chosen by the parties alternately striking a name from the list. The order of striking names shall be determined by lot.

- c. The Arbitrator shall have no power to add to, or subtract from, or modify any of this agreement, or any other terms made supplemental hereto, or to arbitrate any new provision into this agreement. The Arbitrator's authority is to interpret and apply provisions of this agreement.

- d. The Arbitrator shall render his decision within thirty (30) calendar days after the closing of the Arbitration Proceedings. The award shall be signed by the Arbitrator and one (1) copy of the award shall be delivered or mailed to each of the parties. Nothing in this agreement shall preclude the Arbitrator from rendering an immediate decision upon the close of hearing if mutually agreeable to the parties.

- e. There shall be no appeal from the Arbitrator's decision, which will be final and binding on the Union and its members, the employee or employees concerned and the School District.

- f. The cost for the services of the Arbitrator, including fees and expenses, if any, shall be borne equally by the District and the Union. The cost of any additional services required by either party shall be borne by the party requesting such additional services.

ARTICLE 4 - PROBATIONARY EMPLOYEES

Section 1

- a. The probationary period for all employees shall be a minimum of eight (8) weeks and a maximum of twenty-six (26) weeks. At the end of the probationary period, the employee's seniority shall be established as of the original date of hire.
- b. The District may terminate probationary employees without limitations by the terms of this agreement and there shall be no responsibility for re-employment of probationary employees if they are terminated during this period.
- c. Probationary employees will have their evaluation reviewed with them prior to the end of their probationary period and be given a copy of the evaluation.
- d. It shall be understood that a probationary employee, for the purpose of this contract, shall be an employee who has been accepted for employment in a regular, posted vacancy. Those persons who are employed in a "temporary" capacity to fill a temporary vacancy are not to be considered as a "probationary" employee. It shall be understood that "temporary" postings shall be for specific vacancies created by, extended sick leave, unpaid leave of absence, and that "temporary" postings will be limited to the duration of such absence.
- e. Job descriptions will be provided to new employees.

ARTICLE 5 - POSTINGS

Section 1

- a. Job vacancies will be posted and sent to all Building Representatives within ten (10) consecutive calendar days of the date of the vacancy. Job vacancies will be posted for ten (10) consecutive calendar days, excluding holidays and school breaks.
- b. The job postings will include a description of the job vacancy, including the job title, hours of work, and necessary job requirements.
- c. The District will provide a bulletin board in each school and/or department for the posting of job vacancies within the bargaining unit that will be maintained by bargaining unit personnel.
- d. Per the request of an employee, the District will inform the employee in writing if they are declined for a job bid and/or transfer to another bargaining unit position and the reasons therefore.

ARTICLE 6 - TRANSFER - PROMOTIONS - LAYOFFS - RECALLS

Section 1 - Voluntary Transfers

Any individual wishing to transfer to another assignment shall:

- a. Submit a written request for such transfer.
- b. Submit such written request to the administrator specified on the posting of the vacancy.

In reviewing transfer requests, the following criteria will be considered:

1. The effect the transfer will have on the operational output of the department or school the employee wishes to leave;
 2. The qualifications of the employee for the position held and the one to which he/she desires transfer;
 3. The reason for the request for transfer;
 4. The employee's seniority in the classification of the vacancy.
- c. It is further understood and agreed that employees in other classifications may bid on vacancies. Such employees, however, will only be considered after the qualifications of employees within the classification have been determined.
 - d. If the employee requests and is transferred to a lower-rated position, such employee shall receive the rate of the position to which transferred.
 - e. It is also understood and agreed that the transferred employee will assume the work schedule of the position to which transferred.

Section 2 - Involuntary Transfer

In the event it becomes necessary to make an involuntary transfer of employees in the Bargaining Unit, the following procedure shall be followed:

- a. Notice of the transfer will be given to the employee as soon as it is practicable.
- b. An employee transferred to a new position at the request of the District shall receive the higher rate of the two positions involved.

- c. If the employee objects to the transfer, such employee may file a grievance under the provisions of Article 3, Grievance Procedure. It is understood and agreed that any resultant grievance may be filed directly at the Second Step at the Grievance Procedure.
- d. If the employee refuses the transfer available, such employee will be considered to have voluntarily resigned.

Section 3 - Promotion

Any qualified employee may apply for a new position at the time it is posted. In filling such vacancies, the District agrees to give consideration to the following factors: knowledge of area of specialty; performance of assigned duties. In the event the above factors are equal among those applying for the position, senior employee will be promoted.

Section 4 - Layoff

If at any time it is necessary to institute a reduction in force, seniority within classification shall be the sole factor governing said reduction.

Section 5 - Recall

- a. The senior employee on layoff will be recalled within the classification, to fill any vacancy not filled in accordance with Article 5.1 (Voluntary Transfer) and 5.3 (Promotion) provided such employee has the qualifications to perform the work required.
- b. A person on layoff shall be subject to recall for a period of one (1) year after the date of layoff. It is further agreed that an employee with recall rights who, after notification, refuses a position of substantially equal hours shall be deemed to have voluntarily resigned as of the date of such refusal.

ARTICLE 7 - PERSONAL INJURY BENEFITS

Section 1 - All employees of the Utica City School District are protected under Worker's Compensation Insurance. Employees who are injured during the normal course of their employment are entitled to medical care and reimbursement at the compensation rate for loss of pay as provided for under the Workers' Compensation Law.

Section 2 - When a regularly employed service employee is absent from his employment and unable to perform his duties as a result of a personal injury caused by an assault occurring in the course of his employment or as a result of personal injury influenced or brought about by an assault directed at a student, fellow employee or another individual, and the service employee has not been personally negligent with reference to the incident, he will be paid his full salary during his absence from his employment up to a period of one (1) year. The amount of any weekly Workers' Compensation benefits awarded for temporary disability due to such injury will be reimbursed directly to the Utica City School District by the insurance carrier. The total of such reimbursement shall not exceed a sum equal to the number of weeks of absence multiplied by the weekly compensation benefit. The determination of the Workers' Compensation Board will be final in determining the validity of the absence.

ARTICLE 8 - DUES DEDUCTION

Section 1 - The District agrees to deduct membership dues from the wages of its employees who are members of the Service Employees International Union, Local 200-B, provided that such members voluntarily have authorized the District in writing to make such deduction in accordance with the "APPLICATION AND DUES DEDUCTION AUTHORIZATION" form set in Appendix "A".

Section 2 - The District further agrees to remit such membership dues promptly to the Service Employees International Union, Local 200-B. The Union shall supply the District with the name and title of the individuals to whom the dues shall be sent.

Section 3 - The Union agrees to certify, in writing, the current rate of its membership dues. If the amount of the dues should be changed, the Union further agrees that it will give the District thirty (30) days notice prior to the effective date of such change.

Section 4 - It is understood and agreed that deductions referred to in Section 1 above will be made in the following manner: Monthly membership dues will be deducted monthly. It shall be the responsibility of the Union to provide the District with any regularly scheduled pay day in order to be honored and deductions made.

- a. The Utica City School District shall deduct from the wage or salary of employees in the bargaining unit as set forth in Article I of the collective bargaining agreement between the Utica City School District and the Service Employees International Union, Local 200-B who are not members of the Union the amount equivalent to the dues levied by the Union and shall transmit the sum so deducted to the Union in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.
- b. The Union affirms and warrants that it has adopted and filed with the clerk of the Utica City School District a fully legal refund procedure for agency fee payors who object to illegal expenditures, and shall otherwise deal with the funds and with agency fee payors in a lawful and proper manner.
- c. In the event that the District incurs any liability for damages, any litigation expenses, or any other expenses whatsoever, in connection with the agency fee deduction granted by this Agreement, the union agrees to indemnify the District and to hold it harmless for such expenses.

ARTICLE 9 - ABSENCES

Section 1 - Since the primary responsibility of the employees of the District is to the welfare of the students, regular attendance on the part of such employees is necessary for the continuity of the educational process. In the event an 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 employee to report the absence as soon as possible to the appropriate supervisor as follows:

- a. Special Education, Certified Instructional Assistants and Teacher Aides must report such absences no later than 6:30 a.m. of the scheduled work day. The District agrees to develop and distribute to all teaching assistants guidelines for the reporting of absences. (See Appendix C)
- b. Food service employees and monitors shall notify Central Kitchen no less than one hour prior to their scheduled starting time.
- c. Transportation department workers shall report absences from work as soon as possible but in no event later than one hour prior to the start of their reporting time through reporting their absence on the Departments answering machine.

ARTICLE 10 - WORKING CONDITIONS

Section 1 - Employment Status

It is understood and agreed that, as a condition of continued employment, all persons presently and all those hereafter employed in classifications covered in the Recognition Clause of this Agreement shall comply with the rules and regulations of the Civil Service Laws of the State of New York and Rules of the Municipal Civil Service Commission of the City of Utica, New York.

Section 2 - Non-Discrimination

The District hereby agrees not to refuse to hire or discharge any employee or otherwise discriminate against any individual with respect to his compensation terms and/or conditions of employment because of race, creed, color, sex, age, handicap or national origin. It is further understood and agreed that nothing will be done to limit, segregate or otherwise classify employees in any way that would deprive or tend to deprive any individual of his employment opportunities or otherwise adversely affect his status as an employee because of 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. The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classification regardless of sex.

Section 3 - Union Activities

- a. The District agrees that it will not interfere with, restrain or coerce the employee because of Union membership or lawful activities in the Union. Nor will it discriminate in hiring nor will it attempt to discourage membership in the Union.
- b. It is jointly agreed that to facilitate the resolution of problems or concerns that may arise between the District and Union, the Union will be allowed to designate one bargaining unit member who will work with the Personnel Department. This bargaining unit employee will work half of their regular schedule engaged in such duty with the Personnel Department.
- c. The District shall make available to the Union upon request any and all public information, statistics and records, including the tentative line budget which the Union may deem relevant to negotiations or necessary for the proper administration or enforcement of this Agreement.
- d. The President of the Union shall receive an official agenda of the board meetings at the same time it is received by Board Members and will be provided a copy of all board minutes once they are approved and printed.

Section 4 - Overtime

Employees covered by the terms of this Agreement will be paid at the rate of time and one-half for:

- a. Time worked in excess of eight (8) hours in one date or in excess of forty (40) hours in one week.
- b. All time worked on Saturday or Sunday except that time which is part of a regularly scheduled work week.

Section 5 - Time Cards

If an employee's time card is altered following submission by that employee, the employee will be entitled to an explanation of the reason for the change.

Section 6 - Holding More Than One Position

All bargaining unit members have the ability to hold two job positions within the District if the two job positions do not create a scheduling conflict.

Section 7 - Work Beyond Normal Schedule

Any employee required to work beyond their normal work schedule will be paid in fifteen (15) minute increments for any time worked into the first fifteen (15) minutes from when their normal work schedule ended and will continue to be paid in fifteen (15) minute increments for any time worked in each additional fifteen (15) minute period they may be required to work.

Section 8 - Emergency Closings

All emergency closings, other than snow days, must be announced (via TV or radio) one hour before an employee's scheduled starting time. Failure to do so will result in the employee receiving one-half the pay of their scheduled shift time or actual time worked, whichever is greater.

Section 9 - Job Abolishment/Change in Hours

The District will announce job abolishments to affected employees and the Union thirty (30) calendar days prior to the abolishment, and the District will announce any permanent change in working hours to the affected employee and the Union five (5) working days prior to the change in hours.

Section 10 - Separation of Payments

The District agrees that any payments that are not part of an employee's regular paycheck, i.e. longevity bonus, retroactivity, will be identified and taxed separately on the employee's regular paycheck.

Section 11 - Job Descriptions

The District and Union agree that job descriptions will be agreed upon for all bargaining unit job classifications and programs. All job descriptions will be made available to bargaining unit members.

ARTICLE 11 - PROTECTION

Section 1 - Protection

- a. 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, demand suit or judgement by reason of alleged negligence or other act resulting in accidental bodily injury to any person, or accidental damage to such employee at the time of the accident or injury was acting in the discharge of his duties within the scope of his employment. However, the District will not be responsible for such protection unless the employee within ten (10) days of the time 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.
- b. 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 a, immediately above, and subject to the same conditions and limitations.
- c. Employees shall be advised in a confidential manner of any significant complaint or accusation reported to any district representative by a member of the public or student body. After such complaint or accusation, the employee may request to the administration that he/she have Union representation at any formal hearing.

ARTICLE 12 - WAGES

Section 1 - The salary schedule for the duration of this Agreement is listed below.

Section 2 - The rates of hourly pay itemized immediately below will be the base rate of pay for all eligible employees who have been employed prior to June 30, 1985 and those eligible employees hired after June 30, 1985 who have completed five (5) years of service with the District. This salary schedule is as follows:

SALARY SCHEDULE

<u>Student Services</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>
Certified Teaching Assistants	\$ 9.71	\$10.00	\$10.30	\$10.61
Non-Instructional Monitor/Aide	\$ 9.24	\$ 9.52	\$ 9.81	\$10.10
Security (Monitor)	\$10.82	\$11.15	\$11.49	\$11.83
Security (Officer)	\$12.24	\$12.61	\$12.99	\$13.37
<u>Food Services</u>				
Cook (SFPW 2)	\$10.17	\$10.47	\$10.79	\$11.11
Secondary Supervisor (SFSW 3)	\$ 9.98	\$10.28	\$10.58	\$10.90
Assistant Cook, Salad Maker (SFPW 1)	\$ 9.98	\$10.28	\$10.58	\$10.90
Elementary Supervisor (SFSW 2)	\$ 9.75	\$10.04	\$10.35	\$10.66
Grill/Fry/Oven Operator (FPW)	\$ 9.59	\$ 9.88	\$10.17	\$10.48
Secondary and Elementary Cashier (SFSW1)	\$ 9.59	\$ 9.88	\$10.17	\$10.48
Central Kitchen (FSW 2)	\$ 9.59	\$ 9.88	\$10.17	\$10.48
Breakfast and Lunch Server, Runner (FSW1)	\$ 9.41	\$ 9.70	\$ 9.99	\$10.29
<u>Transportation Services</u>				
Special Education Bus Driver	\$10.82	\$11.15	\$11.48	\$11.83
Special Education Bus Aide	\$ 8.86	\$ 9.13	\$ 9.40	\$ 9.69

Section 3 - The rates of hourly pay itemized immediately below will be the base rate of pay for all eligible employees hired after June 30, 1985 who have not completed five (5) years of service with the District. This salary schedule is as follows:

SALARY SCHEDULE

<u>Student Services</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>
Certified Teaching Assistants	\$ 9.08	\$ 9.35	\$ 9.63	\$ 9.92
Non-Instructional Monitor/Aide	\$ 8.57	\$ 8.82	\$ 9.09	\$ 9.36
Security (Monitor)	\$10.18	\$10.49	\$10.80	\$11.13
Security (Officer)	\$12.24	\$12.61	\$12.99	\$13.37

Food Services

Cook (SFPW 2)	\$ 9.59	\$ 9.89	\$10.18	\$10.49
Secondary Supervisor (SFSW 3)	\$ 9.38	\$ 9.67	\$ 9.96	\$10.26
Assistant Cook, Salad Maker (SFPW 1)	\$ 9.38	\$ 9.67	\$ 9.96	\$10.26
Elementary Supervisor (SFSW 2)	\$ 9.14	\$ 9.41	\$ 9.70	\$ 9.99
Grill/Fry/Oven Operator (FPW)	\$ 8.96	\$ 9.22	\$ 9.50	\$ 9.79
Secondary and Elementary Cashier (SFSW1)	\$ 8.96	\$ 9.22	\$ 9.50	\$ 9.79
Central Kitchen (FSW 2)	\$ 8.96	\$ 9.22	\$ 9.50	\$ 9.79
Breakfast and Lunch Server, Runner (FSW1)	\$ 8.76	\$ 9.02	\$ 9.30	\$ 9.57

Transportation Services

Special Education Bus Driver	\$10.18	\$10.48	\$10.80	\$11.12
Special Education Bus Aide	\$ 8.19	\$ 8.44	\$ 8.69	\$ 8.95

Longevity

Section 4. Noncumulative increments will be paid to employees as set forth below:

Following 5 years of continuous service -	\$125
Following 10 years of continuous service -	\$200
Following 15 years of continuous service -	\$375
Following 20 years of continuous service -	\$600

Section 5. At the district's discretion, and upon at least a 30 day notice to employees prior to district-wide implementation of the following revised pay schedule, bargaining unit employees will receive payment of wages on the 15th and 30th of each month. If either of these days fall on a Saturday, Sunday or a holiday the paycheck will be distributed on the last workday prior to the scheduled payday.

ARTICLE 13 - HOLIDAYS

Section 1 - All employees shall be entitled to the following holidays without loss of pay and based on their regular scheduled work day, unless school is in session, in which event the holiday will be considered a regular working day:

Columbus Day	Thanksgiving Day
Veteran's Day	Friday after Thanksgiving
Martin Luther King, Jr. Day	Washington's Birthday
Lincoln's Birthday	Memorial Day
New Year's Eve Day*	
New Year's Day	

*In the event that school is in session on New Year's Eve Day another holiday shall be designated for unit employees, in lieu of New Year's Eve Day.

Section 2 - Employees shall be granted three (3) Snow Days per year that will be paid based on the employee's regularly scheduled work day.

Section 3 - It is understood and agreed that to be eligible for the holiday pay, employees must work the last scheduled work day prior to, and the next scheduled work day after such holiday within their scheduled work week. The only exceptions to this provision shall be in the case of an employee who is on jury duty (as provided for in Article 15, Section 6), the closing of a school, schools, department or departments due to a snow day or emergency conditions, a verifiable bereavement leave (as provided for in Article 15, Section 5), or an illness that is verified with a physician's statement.

Section 4 - The adoption of the school calendar will have a direct bearing on all paid holidays for the employees of the Bargaining Unit. The District agrees that it will supply the Service Employee's International Union with copies of the school calendar for the effective school years.

ARTICLE 14 - INSERVICE DAY ROTATION

Section 1 - If Half-Day Inservice Days are scheduled, a rotation system will be implemented for a.m. and p.m. Teacher Assistants. Under this system, a.m. Teacher Assistants will be scheduled for a.m. duty on the first Half-Day Inservice Day of the school year. P.M. Teacher Assistants will be scheduled for the a.m. duty on the next Inservice Half-Day and a.m. Teacher Assistants will not report for work and will not be paid. This rotation system will continue for Half-Day Inservice days for the balance of each school year.

Building Principals will be responsible for establishing the rotation system in individual buildings.

ARTICLE 15 - LEAVE OF ABSENCE

Section 1 - Leaves of Absence Due to Illness

- a. Sick Leave Creditation - Employees covered by the terms of this Agreement shall be granted one (1) sick leave day for every twenty (20) days actually worked to a maximum of one hundred (100) days. It is understood and agreed that the word "day" is defined as the employee's regularly scheduled work day. It is further understood and agreed that an employee will accumulate sick leave on an hourly basis based on what the employee's regularly scheduled work day was when the sick leave was earned.

The parties agree that upon retirement, job abolishment, or layoff, an employee will be allowed to cash-out all unused sick leave days at the rate of \$5.00 per day up to a maximum of ninety (90) days.

The parties agree that the District will notify all unit members of each member's total accumulated sick leave on October 1st each year.

The parties agree that employees will be allowed to use sick leave if a school and/or department closes due to illness.

The parties agree that unit members can choose whether or not to use sick leave on a day when they are absent due to illness.

- b. Procedure - Leaves of absence due to illness, including pregnancy, may be granted by the District subject to the following considerations.
 1. In the event an employee is unable to report for his/her regular assignment as scheduled because of personal illness, it shall be the responsibility of the employee to report the impending absence to his/her immediate supervisor as set forth in Section 9.1.
 2. Illness in excess of five (5) working days must be supported by a statement from the employee's personal physician, which statement shall contain the physician's estimation of the duration of such illness. In the event an employee fails to provide the District with such statement within five (5) days from the commencement of such illness, it is agreed that such leave shall be without pay.
 3. In the event any employee on a Paid Sick Leave of Absence exhausts any accumulated sick leave, such employee shall be placed on an Unpaid Sick Leave of Absence. It is agreed and understood that the following procedure will control:

- a. Upon presentation of physician's statement establishing the necessity for a leave of absence due to ill health, such leave will be granted for a period not to exceed six (6) months. The duration of the sick leave will be determined on the basis of the doctor's statement. An extension of such leave may be granted for an additional period subject to a doctor's certificate, but in no case will such leave be extended beyond one (1) year from the starting date of the original leave. Any person wishing to return to work prior to the conclusion of any sick leave must file a request to the District for approval to return at least ten (10) days prior to the anticipated date of return.
4. The District agrees to establish a Sick Leave Bank for the bargaining unit that will adhere to the guidelines outlined in "APPENDIX "B" under "SICK LEAVE BANK."

Section 2 - Unpaid Leave of Absence

- a. An unpaid leave of absence may be granted for a period not to exceed thirty (30) days (five (5) days for Transportation Department) provided that such leave shall not be for the purpose of temporary or trial employment or vacation.
- b. An employee desiring an Unpaid Leave of Absence must complete a written request to their immediate supervisor at least one week in advance of the date of the commencement of such leave.

Section 3 - All transportation department employees returning from a Sick Leave of Absence must present a doctor's release before reporting for work. Arrangements for such examination will be made with the Bus Dispatcher.

Section 4 - Personal Leave

- a. Personal Leave Creditation - Each employee who has completed his/her probationary period shall be provided with two (2) days of personal leave for each year of the contract life. It is understood and agreed that the word "day" is defined as the employee's regular work day. It is further understood and agreed that an employee will be paid based on what the employee's regularly scheduled work day was on the day the personal leave is used, and that unused personal leave will be applied to accumulated sick leave based on what the employee's regularly scheduled work day was when the personal leave was earned. Personal leave will be used subject to the following provisions:
 1. The reason for the personal leave must be for the conducting of personal business.
 2. The employees shall receive prior approval of his/her immediate supervisor;

3. Personal leave days are not cumulative, but unused personal leave days will be applied to accumulated sick leave in accordance with Article 15, section 1 to a maximum of one hundred days (100) days:
4. Personal leave days may be used for emergency closing days;
5. Personal leave forms are to be used for applying only for such personal leaves as are set forth in this section.
6. Accumulated personal leave days for the current year will be payable to an employee upon separation from service.

Section 5 - Bereavement

- a. Each unit employee 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, 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 District that they attended the funeral.
- d. In the event of the death of a member of the family other than those listed in Section 5b, above, an employee will be entitled to one (1) day with pay to attend the funeral.
- e. 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.
- f. Unit employees shall receive payment for the day they are excused from work under this section providing they submit evidence satisfactory to the Board that they attended the funeral.

Section 6 - Jury Duty Leave

An employee who has completed their probationary period with at least six (6) months of seniority, who is called and reports for jury duty on any regularly scheduled workday, will be paid the difference, if any, between the fee received for such service and his/her regular straight-time hourly earnings. Proof of such jury duty service must be provided to the District. Travel allowance, if any, paid by the Court is not considered as part of the jury duty payment.

ARTICLE 16 - DISCIPLINE AND DISCHARGE

Section 1 - The District may discipline or discharge any employee for just cause. Prior to taking such action, however, the District will notify the employee of the action to be taken and the reason therefore. If the employee believes that he/she has been unjustly treated, he/she may file a grievance in accordance with the procedure established in Article 3 (Grievance Procedure).

ARTICLE 17 - RETIREMENT BENEFITS

Section 1(a) - All employees in the Bargaining Unit who are part-time employees may elect to participate in the New York State Employees Retirement System or the New York State Teacher's Retirement System in accordance with the Retirement and Social Security Law of the State of New York and Regulations and Ruling issued pursuant thereto.

Section 2 -

- a. Employees whose membership is mandatory pursuant to the Retirement and Social Security Law and accompanying regulations and rulings must be enrolled as Retirement System members.
- b. Eligibility for participation in the New York State Employees Retirement System (Article 14) shall be earned in accordance with the Retirement and Social Security Law of the State of New York and Regulations and Rulings issued pursuant thereto.
- c. Persons employed on or after July 1, 1976 and who elect to participate in the New York State Employees Retirement System are required, under Article 14 to make contributions to the Retirement System in the amount of three per cent (3%) of their gross wages.

Section 3 - The District, at the present time, has adopted a benefit plan under Section 75e of the New York State Retirement System.

ARTICLE 18 - SPECIAL CONDITIONS

Section 1 - Rights of Management

- a. Subject to the terms of this Agreement, it shall remain the prerogative and right of the Utica City School District and its authorized supervisors to determine work, shift or duty assignments.
- b. The scope of this Agreement is limited to wages, fringe benefits, overtime and conditions of work, and other items as provided in Public Employees Fair Employment Law, Article XIV of the Civil Service Law.
- c. To promote working relations, the Union shall establish a committee of six (6) which shall include the Business Representative of the Union. This committee may meet with the Director of Personnel and such other school district administrators as may be involved. Such meetings are by mutual agreement to discuss and settle such issues as may occur in, but not limited to work, shift and duty assignments.

ARTICLE 19 - EMPLOYMENT YEAR

Section 1 - Because of the requirements of the work load in the Utica School System, it is recognized that the work year may vary, depending upon the specific function performed by the employee. Actual dates of annual employment are governed by the assignments of the individual. Such variation in the actual length of employment, however, will not affect the negotiated benefits under the Collective Bargaining Agreement. The District agrees to continue its practice of honoring the negotiated benefits during the contract period, including Summer School employment.

Section 2 - All employees may be required to attend training sessions. Such sessions may be reimbursed at the employee's straight time hourly rate or by granted compensatory time on an hour-for-hour basis at the option of the Utica City School District.

ARTICLE 20 - SECTION 204A OF THE PUBLIC EMPLOYEES FAIR
EMPLOYMENT ACT

Section 1 - Pursuant to Section 204a of the Public Employee Fair Employment Act, agreement between public employers and employee organizations, the following is noted:

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

ARTICLE 21 - HEALTH INSURANCE

Eligible unit members will be able to utilize the Section 125 Plan offered by the District for the purpose of payment of SEIU disability, health and/or dental plan premiums as long as such plan is allowed by law. Participation shall implemented following the necessary amendments to the District's 125 plan document and normal enrollment procedures.

ARTICLE 22 - CERTIFIED TEACHING ASSISTANTS

- 22:01 Transition to Full Time
- 22:02 Selection Day Process
- 22:03 Tenure
- 22:04 In-service Programs
- 22:05 License Requirements
- 22:06 Teaching Assistant Records
- 22:07 Substitute Duty
- 22:08 Mail

22:01 Transition to Full Time

The creation of full-time positions for Certified Teaching Assistants will be done as openings occur in those programs where Certified Teacher Assistants work. When an opening occurs, it will be combined with another position in the same program and designated a full-time position. Further, when a full-time position is created through the combination of an opening and an encumbered part-time position, the selection of the employee will be made in the school where the full-time position is created on the basis of seniority. Full-time position will be for 30 hours per week on a Monday through Friday work schedule.

22:02 Selection Day Process

On or before June 1 of each year, any teaching assistant who is interested in changing to a different position or an additional assignment may submit a letter of interest to the Director of Personnel or his/her designee.

Such letter of interest should specify the employee's particular interest in assignment, if any. This information shall be utilized by the District in the process of filling any vacancies for the following school year.

22:03 Tenure

The parties agree to meet for the purpose of establishing tenure status, according to law, for all Certified Teaching Assistants prior to the beginning of the 1993-1994 school year.

22:04 In-Service Programs

A Committee of certified teaching assistants will be formed to develop inservice programs.

22:05 Licensing Requirements

Licensing requirements for all Certified Teaching Assistants will be mandatory and those who do not comply with licensing requirements, according to the NYS Department of Education, will be replaced with Certified Teaching Assistants.

22:06 Teaching Assistant Records

The District will maintain timely records on the licensing of all Certified Teaching Assistants that will be available to the Union upon request.

22:07 Substitute Duty

In the absence of a Certified Teaching Assistant, other Certified Teaching Assistants assigned in the same building will be asked to provide substitute services even if rendering of such services goes beyond the Teaching Assistant's normal schedule. Substitute Teaching Assistants are to be requested only when Certified Teaching Assistants already assigned to the building are not available.

22:08 Mail

A box, basket or container will be provided in the office or mail room of each school for Teaching Assistant's incoming inter-office mail.

ARTICLE 23 - TRANSPORTATION

- 23:01 Training
- 23:02 Seniority
- 23:03 Promotion
- 23:04 Layoff
- 23:05 Recall from Layoff
- 23:06 Extra Run Assignments
- 23:07 Summer Bus Programs
- 23:08 Call In
- 23:09 Field Trip Assignments
- 23:10 Time Between Runs
- 23:11 Run Schedules
- 23:12 Use of Bus Aides
- 23:13 Unpaid Leave of Absence
- 23:14 Compensation and Disability
- 23:01 Training

A. The Education Law mandates certain Training Programs for employees who are classified as Bus Drivers and Bus Aides. Such mandated Training Programs are:

1. The Regulations of the Commissioner of Education mandate three (3) separate and distinct phases of training and safety practices for all bus drivers. During the first year of employment each driver must undergo either twenty-six (26) or twenty-seven (27) hours of training.

- a. Basic Training Course. This is a twenty (20) hour course of safety practice.
- b. Pre-service Training Course. This course consists of two (2) hours of training. If the employee drives a bus for physically handicapped pupils or is a bus aide, an individual hour of training is mandated.
- c. First Aid Training. Each employee must take an eight (8) hour training course in First Aid on an annual basis.
- d. In the first year of employment and each year thereafter, drivers and aides must take Refresher Course I and Refresher Course II or any other Course as mandated by applicable law.

B. Employees will be paid their regular hourly rate of pay while attending such training programs.

23:02 Seniority

- a. Seniority is defined as the length of continuous service with the Utica City School District calculated from the employee's continuous length of service regardless of job classification.
- b. There shall be established two (2) seniority lists as follows:
 1. Special Education Drivers
 2. Special Education Bus Aides
- c. There shall be three (3) runs recognized as regular runs during the school year as follows:
 1. AM (Morning) Run
 2. PM (Afternoon) Run
 3. Mid-day/Therapy Run (Mid-day/Therapy Runs are comprised of students who are transported for therapy, resource, BOCES, kindergarten, etc., including special needs which prevents them from riding on a regular AM or PM run).
- d. Prior to the beginning of each school year, the Drivers will select their run on the basis of seniority, as defined in Article 7, Section 2(a), after which the Transportation Office in the bus garage will team Drivers and Aides together. This will be done with the understanding that the most senior Bus Drivers and Bus Aides will be assigned to the Mid-day/Therapy runs, if they so desire.
- e. Special Education Bus Drivers assigned buses which require a Class II license will also choose their regular run for the upcoming school year on the basis of seniority, as defined in Article 7, Section 2(a), and will receive twelve (12%) percent differential based on the regular Bus Driver hourly rate for holding the Class II license.

23:03 Promotion

- a. A promotion is defined as an upgrading to a position of greater responsibility, which position pays a higher rate than the one currently held by an employee.
- b. Promotional opportunities will be posted in the Transportation Garage, Central Kitchen and all School Buildings for a period not to exceed ten (10) days. The senior qualified employee of those bidding for the position will be promoted. It is understood and agreed that the District has the right, from the date of the Posting to the date of Selection, to consider such bus run as an extra or open run and to provided coverage in accordance with Section 23:06 below.

23:04 Layoff

In the event it becomes necessary to reduce the work force within the Transportation Department, the following will be the procedure for layoff:

- a. The employee with the least amount of seniority in the classification to be reduced, that is, Special Education Bus Driver or Special Education Bus Aide will be the first employee placed on layoff.
- b. This process shall be continued until the required complement is reached.

23:05 Recall from Layoff

- a. In recalling employees from layoff, the procedure followed in conducting the layoff will be reversed, that is, the senior employee on layoff in the particular classification to be filled will be the first employee to be recalled. This process shall be followed until the required complement is reached.
- b. An employee on layoff shall be subject to recall for a period of one (1) year from the date of the employee's most recent layoff. Any employee laid off prior to the effective date of this agreement shall retain recall rights for one (1) year from such effective date. An employee not recalled within the one (1) year period shall lose all seniority rights. It is further agreed that an employee with recall rights who, after notification, refuses a position of substantially equal hours shall lose seniority as of the date of such refusal.

23:06 Extra Run Assignments

- A. An extra run is defined as any run above and beyond an employee's regularly scheduled run. Emergency pick-ups are not to be considered extra runs.
- B. All Special Education Drivers and Bus Aides will be considered by seniority for extra run assignments unless they notify the Transportation Office in the bus garage that they do not want any extra run assignments.
- C. Distribution of Extra Run Assignments
 1. Two (2) separate lists of employees desiring Extra Run work will be developed by the Transportation Office in the bus garage in order of seniority for use through the entire school year. The lists shall be as follows:
 - a. Special Education Drivers
 - b. Special Education Bus Aides

2. The Transportation Office in the bus garage will offer the extra run assignment to the individual at the top of the particular list involved, that is, Special Education Driver or Special Education Bus Aide. Any Special Education Driver or Special Education Bus Aide refusing an extra run assignment three (3) consecutive times will have their name removed from the extra run list until the list becomes exhausted.
3. If the senior employee on the particular lists accepts and carries out the assignment, the name of the individual will be placed on the bottom of the list. The same procedure shall be followed until all individuals on the particular list have the opportunity to work an extra run. If the list is not exhausted at the end of a school year, it shall be carried forward into the next school year until it is exhausted, at which time a new list will be created.
4. If the senior employee refuses the extra run, the name of that employee will be placed on the bottom of the list and the next senior available employee shall be asked. This process shall be repeated until the assignment is filled.
5. The assignment of Mid-day/Therapy runs due to the absence of a Mid-day/Therapy driver or aide will, if no senior Driver or Aide is available, first be offered to single-run Special Education Bus Drivers and Aides who have no scheduling conflicts until 1:00 p.m., at which time the Transportation Office in the bus garage will assign the remainder of the run to the eligible person on the extra run list, in accordance with Article 23:06 (c).
6. If the individual called for such assignment is on sick leave or cannot be contacted by the Transportation Office in the bus garage, the next employee on the list shall be called. It is understood and agreed that the name of the employee or employees who were on sick leave or not able to be contacted will remain in the position on the list held at the time of the attempted contact. The employee who accepts the assignment will however be placed on the bottom of the list.
7. Overflows of therapy runs will be assigned to AM or PM runs if they cannot possibly fit into Mid-day/Therapy runs with the understanding they will be recalled if needed to fill a cancellation or complete a Mid-day/Therapy run.

23:07 Summer Bus Program

In the event it is necessary to operate buses during the Summer Vacation period, the following procedure shall be in effect:

- a. The Transportation Office in the bus garage will determine the necessary work force needed, that is, Special Education bus Drivers and Special Education Bus Aides.

- b. The Transportation Office in the bus garage will offer such Summer employment in the category required in the order of seniority each year before the beginning of the Summer Bus Program. Interested employees must sign summer bus program availability sheets to be considered for the Summer Bus Program. This process shall be continued until the complement of employees has been filled.
- c. Because of the nature to the Summer Program and its short duration, employees will not accept the assignment unless such employees are certain they can complete the assignment. Employees who have five (5) or more consecutive days of absence, without a doctor's excuse, or who have six (6) separate occasions of absence during the summer bus program will lose their assignment.

23:08 Call In

In the event a scheduled driver does not appear at his/her regularly scheduled time, and has not notified the district that he/she will be delayed and a substitute driver has been called, the scheduled driver will not be allowed the run and will be sent home for the day without pay.

23:09 Field Trip Assignments

- a. A field trip is defined as any run above and beyond an employee's regularly scheduled run for which a field trip application has been filed with the Transportation Office in the bus garage.
- b. All Special Education Drivers and Bus Aides will be considered by seniority for field trip assignments unless they notify the Transportation Office in the bus garage that they do not want any field trip assignments.
- c. Distribution of Field Trip Assignments
 - 1. Two (2) separate lists of employees desiring field trip work will be developed by the Transportation Office in the bus garage in order of seniority. The lists shall be as follows:
 - a. Special Education Bus Drivers
 - b. Special Education Bus Aides
 - 2. The Transportation Office in the bus garage will offer the field trip assignment to the individual at the top of the particular list involved, that is, Special Education Bus Driver or Special Education Bus Aide.

3. If the senior employee on the particular lists accepts and carries out the assignment, the name of the individual will be placed on the bottom of the list. The same procedure shall be followed until all individuals on the particular list have the opportunity to work a field trip. If the list is not exhausted at the end of a school year, it shall be carried forward into the next school year until it is exhausted, at which time a new list will be created.
4. If the senior employee refuses the field trip, the name of that employee will be placed on the bottom of the list and the next senior employee shall be asked. This process shall be repeated until the assignment is filled.
5. If the individual called for such assignment is on sick leave or cannot be contacted by the Transportation Department in the bus garage, the next employee on the list shall be called. It is understood and agreed that the name of the employee or employees who were on sick leave or not able to be contacted will remain in the position on the list held at the time of the attempted contact. The employee who accepts the assignment will however be placed on the bottom of the list.

23:10 Time Between Runs

If the time between pick ups for a Special Education Bus Aide is fifty (50) minutes or less, the Special Education Bus Driver or Bus Aide will be paid for that time.

23:11 Run Schedules

Special Education Drivers and Bus Aides who report to work for their regular run will be paid the average time of their regular or two (2) hours, whichever is greater, regardless of circumstances that might arise out of scheduling problems.

23:12 Use of Bus Aides

Bus Aides will be used on all runs as long as Bus Aides are available.

23:13 Unpaid Leave of Absence

Special Education Bus Drivers and Bus Aides will be allowed an unpaid leave of absence not to exceed five (5) days per school year, provided such leave is not for the purpose of temporary or trial employment. Extensions of such leave beyond the five (5) days can only be granted through approval by the Board of Education.

23:14 Compensation & Disability

The Transportation Department in the bus garage will post the position of an employee who is unable to report to work because of a job-related injury, where a Workers' Compensation claim has been filed, as a temporary position until that employee is able to resume their normal duties. If such a job-related injury is still pending at the beginning of the school year when assignments are made, the Transportation Office in the bus garage will post the employee's job assignment, based on the employee's seniority, as a temporary position with the understanding that the injured employee will reassume their position once he or she has returned to work.

Employees who suffer injuries or illnesses away from the job may apply for an Unpaid Sick Leave of Absence, per Article 18, Section 3 of the contract.

ARTICLE 24 - FOOD SERVICE

- 24:01 Substitute Duty
- 24:02 Pre-school Preparations
- 24:03 Uniforms
- 24:04 Snow Days (Central Kitchen)
- 24:05 Temporary Positions
- 24:06 Cashier Training
- 24:07 Food Service Float Pool

24:01 Substitute Duty

Food Service employees will be given the first opportunity to work as substitutes in food service if such substitute work does not conflict with their current appointed position and they have the necessary qualifications to perform the substitute work. Food service employees interested in such substitute work will inform the Food Service Director of their availability and qualifications at the beginning of each school year. When assigned such substitute work, food service employees will receive their regular wage rate whether they work in a higher paying or lower paying job classification when performing substitute work.

If no food service employees are available or qualified to perform substitute work, regular substitutes will perform the work. Employees who decline such substitute work on three (3) consecutive occasions will not be considered for any further substitute work for six (6) months, after which it is their responsibility to notify the Director of Food Service if they wish to resume being called for substitute work.

24:02 Pre-school Preparations

Food service employees possessing the necessary skills to assist the Food Service Director in pre-school preparations for the Lunch and Breakfast program will be called upon to work before any other District or subcontracted employees. Food service employees interested in such work will inform the Food Service Director of their availability and skills to perform such work at the end of each school year. If more than one (1) employee is available and possesses the necessary skills, the selection to work will be made on the basis of seniority.

24:03 Uniforms

The District will provide three (3) smocks per food service employee per year to be worn only at work, and washed by the employee. The employee may purchase additional smocks at cost if they desire.

24:04 Snow Days (Central Kitchen)

Central Kitchen employees, who work on a snow day will be paid for their actual hours or ½ their normal working hours, whichever is greater. In addition, one snow day's pay (normal working hours) will be issued on the day that the snow day occurs. Subsequent snow days will result in only the payment of actual hours worked or ½ normal working hours,

whichever is greater.

24:05 Temporary Positions

An employee who is filling an encumbered vacancy due to a leave of absence for more than ten (10) working days will receive the contractual rate of pay after ten (10) working days in the same position retroactive to the point where the employee began working the vacancy. An employee awarded a temporary position in an encumbered position will be placed on the substitute list when the regular employee returns.

Temporary vacancies will only last one (1) year.

24:06 Cashier Training

Cashiers will be trained before being placed on the job.

24:07 Food Service Float Pool

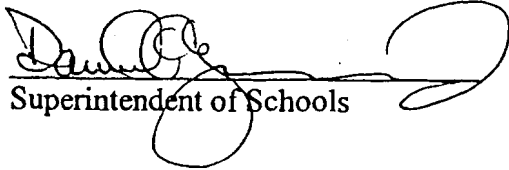
Employees serving in an established float position must serve for at least six (6) months before being eligible to bid on other bargaining unit positions.

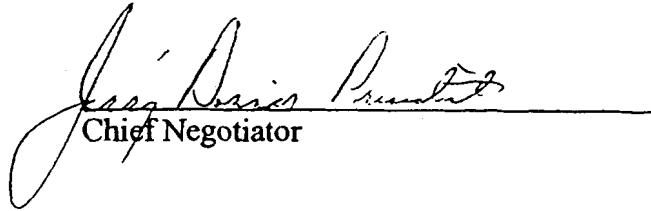
ARTICLE 25 - DURATION OF AGREEMENT

This Agreement settles in full all the demands of the Union and the Union agrees that it will make no further demands of any kind for the duration of this Agreement. The District agrees that it will not unilaterally change any of the terms, conditions or benefits which are subject to this agreement.

This agreement extends from July 1, 2000 through June 30, 2004.

FOR THE UTICA CITY SCHOOL DISTRICT FOR THE SERVICE EMPLOYEES' DISTRICT INTERNATIONAL UNION, LOCAL 200B


Superintendent of Schools


Chief Negotiator


Divisional President/SEIU

DATE: 2/10/02

DATE: 2/19/02



APPENDIX A - DUES DEDUCTION AUTHORIZATION

APPLICATION AND DUES DEDUCTION AUTHORIZATION FORM

I, the undersigned, hereby make application for membership in the SEIU, Local 200B, and when accepted into membership do hereby agree to abide by its Constitution and Bylaws, and herewith designate the SEIU, Local 200B, and its duly authorized Representatives, as my sole collective Agent.

I further authorize my Employer to deduct from my earnings all dues and initiation fees for which I am obligated or shall become obligated by virtue of my membership in said Union, and to pay the same to Local 200B through the Secretary-Treasurer or any duly authorized representative of said Local Union.

This assignment authorization and direction shall be irrevocable for the period of one year and I agree and direct that this authorization and direction shall be automatically renewed, irrevocable for successive periods of one year unless written notice of its revocation is given by me to my Employer and said Local Union by registered mail, return receipt requested, thirty (30) days prior to the expiration of each term of one year. (PLEASE PRINT)

- JERRY DENNIS
President
- LIZ GOLEMBESKI
Vice President
- ROBERT CONNOLLY
Secretary-Treasurer
- MARK DeSANTIS
Recording Secretary
- NEIL BREWER
Sergeant-at-Arms
- EXECUTIVE BOARD
Dorothy Betz
Sandy DeMarzio
Leo Williams

- TRUSTEES
Betty Bloom
Martin Compeau

- COUNSEL
Thomas G. Leone

SERVICE EMPLOYEES
INTERNATIONAL UNION
AFL-CIO, CLC

LAST NAME _____ FIRST NAME _____ M.I. _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE _____ SOCIAL SECURITY NO. _____

OCCUPATION _____ STATUS: PT/FT

EMPLOYER _____

DATE OF BIRTH _____ DATE OF HIRE _____

SIGNATURE OF MEMBER _____

DATE OF APPLICATION _____

614 James Street
PO. Box 1540
Syracuse, NY 13201

APPENDIX B - SICK LEAVE BANK

A Sick Bank shall be established through contribution of earned sick days by active employees represented by Service Employees' International Union, Local 200-B. Under no circumstances at any time shall the District contribute days to the bank. The Sick Bank shall be available to unit members only in the case of a catastrophic, extended or terminal illness and cannot be used until an individual unit member's accrued sick time has been exhausted.

- a. Rules and Regulations for administration of the Sick Bank shall be drawn and adopted by a Committee appointed by the Union, said committee to also be responsible for administration of the Sick Bank. Following each meeting, the committee shall issue a written report of items under discussion to the Director of Personnel.
- b. Funding of the Bank shall occur using the following methods.
 - i. Initial funding of the sick bank shall occur upon ratification of this agreement for the 1992-93 school year, by donation of one (1) accrued sick day from each member of the bargaining unit.
 - ii. A second funding of the sick bank shall occur at the beginning of the 1993-1994 school year, using the same method as outlined in paragraph (i).
 - iii. The sick bank shall not be funded again until such time the Committee notifies the Superintendent that the bank's accrued days have fallen below (500). At that time, the Superintendent shall direct an additional funding of the bank using the same system used for initial funding, as outlined in paragraph (i) above.

APPENDIX C

FOR INFORMATIONAL PURPOSES ONLY
SUBJECT TO CHANGE AND NOT PART OF CONTRACT

Teaching Assistants shall call the following telephone numbers to report an absence to the Substitute Calling Service:

Elementary Teaching Assistants	732-8455
Secondary Teaching Assistants	732-8458

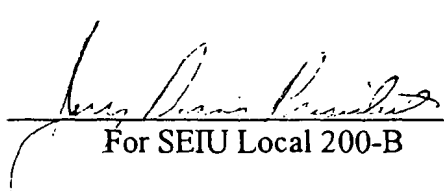
APPENDIX D

Memorandum of Agreement
Between the
Superintendent of the Utica CSD
And the
SEIU Local 200-B

The parties herein agree to establish a limited tuition reimbursement program for the period of July 1, 2001 to June 30, 2004; and this agreement shall expire fully and completely effective June 30, 2004 unless mutually renewed by the parties.

1. Employees who work a regular work week of at least twenty (20) hours will be eligible to submit requests for reimbursement of college course work and/or training that is job-related.
2. Any request is subject to the prior approval of the District, and approval/disapproval of a course or training program shall not be subject to the grievance procedure. Reimbursement shall be subject to proof of payment of tuition or training fees; and satisfactory completion of the course/training (with a Grade B or better).
3. Individual reimbursement shall be limited to \$250 per year.
4. Course work related to the achievement of a minimum qualification for the job, such as certification/license, shall not be eligible for reimbursement.


For the District:


For SEIU Local 200-B

APPENDIX E

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SEIU, AFL-CIO
LOCAL 200-B
AND THE
UTICA CITY SCHOOL DISTRICT

- I. The following memorandum of agreement is made without any admission of wrongdoing by either party to this agreement.

- II. Any bargaining unit employee whose membership in the NYSTRS is mandatory and who is subject to the 3% contribution of salary shall be identified on a list produced and verified by the Finance Department.
 - A. Prospectively - employed individuals (hired on or after the date of this agreement) shall have the pension deduction made on the date of their membership in the TRS.


 - B. Such identified employees who were employed prior to the date of this agreement shall pay the 3% contribution accumulating from the date of their membership in the NYSTRS until the date of this agreement according to the following payroll deduction schedule:
 1. The amount due for such period shall be divided by the number of paychecks remaining in the 1997-98 pay year and the 1998-99 scheduled year, unless the individual employee has paid or pays such amount in some other agreed-upon manner.

 2. This amount shall be in addition to the prospective 3% pension deduction for the employment period following the date of this agreement.

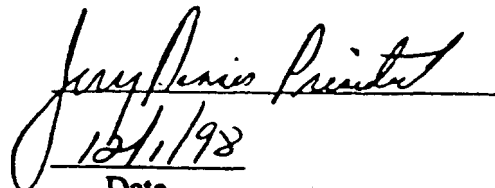
- III. In consideration of the above agreed upon schedule for pension deductions, the Union hereby withdraws its grievance #58504, with prejudice.

FOR THE DISTRICT

FOR THE UNION



12/11/98
Date



12/1/98
Date

APPENDIX F

UTICA CITY SCHOOL DISTRICT

LOCAL 200-B

RULES AND REGULATIONS FOR ADMINISTRATION
OF THE SICK LEAVE BANK

1. Effective September 1, 1998 there shall be a Sick Leave Bank for the purpose of making available, under the terms and conditions set forth in Appendix B of the Local 200-B Agreement, additional sick leave to employees who have exhausted current and accumulated sick leave, are unable to return to work because of a catastrophic, terminal or serious illness or injury, and have no other source of income such as income protection and/or accident and health insurance which would provide an income equal to their salary.
2. Any employee shall be eligible to contribute one (1) day of accumulated sick leave to the Bank. Said contribution shall be made by written notification to the Sick Leave Bank Committee. A second funding of the bank shall occur at the beginning of the 1999-2000 school year by donation of one (1) accrued sick day. Employees who do not so contribute to the funding of the Sick Leave Bank shall not be eligible to participate in the benefits of said Bank. Membership in the Sick Leave Bank will begin on the date of receipt of the application by the Committee.
3. Should the total number of available days fall below 500 in any Bank year 9/1 – 6/30 the Bank may be replenished by additional contributions by eligible employees of one (1) day per employee, said contribution to be made by written notification to the Committee between the opening day of school and October 1st of the Bank year for which the replenishment days are intended to be made.

4. The Sick Leave Bank shall be administered by a Committee consisting of three (3) unit members in good standing and participating in the Bank elected by the membership. The Committee shall maintain a current inventory of available sick bank days and make determinations regarding all applications to use said available days. Any sick leave bank days granted by the Committee shall not exceed 50 per employee per illness; granted in 25 day blocks. An employee must reapply for each twenty-five days requested. In no event, however, shall any decision of the Committee be considered to be a proper subject to be processed under Article 3, Grievance, of this Agreement and the decisions of the Committee shall be specifically excluded from the provisions of that Article.
5. Applications for use of sick leave bank days shall be accompanied by written confirmation/verification from the applicant's attending physician and the anticipated date of recovery and return to work. The purpose of the Sick Leave Bank is to provide additional sick leave in extraordinary situations where a seriously ill, injured or disabled employee 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 employee. It is not intended to cover absences of a single day, or several days, where there is no serious or prolonged illness causing a bona fide economic hardship, or absences under Workers' Compensation Law. The Committee may, however, grant additional sick leave upon a prorata basis where, in its discretion, it deems it appropriate to do so and such proration does not exceed the general 50 day limitation set forth herein.

6. All medical information submitted by applicants to the Sick Leave Bank Committee shall be held in strictest confidence and shall not be disclosed to anyone other than the Committee unless authorized, in writing, by the applicant. Any breach of confidentiality shall be just and sufficient cause for immediate removal of a committee member(s) by the Union.
7. Sick Leave Bank rules are subject to revision as deemed necessary by the unit.
8. The Sick Leave Bank Committee nor its members, nor the District, its Officers, Agents and Affiliates shall not be responsible or liable to Unit employees for any damages, expenses, charges, debts or the like resulting from the implementation and/or administration of the Sick Leave Bank.

APPENDIX G

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UTICA CITY SCHOOL DISTRICT
AND
SEIU LOCAL 200-B

The parties herein agree that Article 12, Wages, shall be revised effective upon ratification of the 1998-2000 tentative agreement to establish a separate pay rate for Security Officer. For the purpose of placement at the Security Officer rate individuals will possess certification as a police officer or corrections officer (peace officer), a minimum of two (2) years experience in law enforcement or corrections and be appointed by the District in a regular assignment as such.

Such pay rate, effective upon ratification, in 1998-99 shall be:

Section (2) and (3) \$11.00

Effective 7/1/99 the rate shall be:

Section (2) and (3) \$12.00


FOR THE DISTRICT


FOR THE UNION

4/2/99
DATE

