

AGREEMENT

by and between the

Syracuse City School District

and

**CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.
LOCAL 1000 AFSCME,
AFL-CIO**



**OFFICE PERSONNEL UNIT 9
ONONDAGA COUNTY LOCAL 874**

July 1, 2012 - June 30, 2014

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UNIT 9

PREAMBLE

The Syracuse City School District, hereinafter referred to as the “District”, and the Civil Service Employees Association, Inc. Local 1000 AFSCME, AFL-CIO representing the Office Personnel Unit 9 of Onondaga County Educational Local 874, hereinafter referred to as the “CSEA”, declare it to be their mutual policy that, in order to promote harmonious labor relations between the District and its Office Personnel employees, the principle of collective bargaining is to be employed pursuant to the New York State Public Employees’ Fair Employment Act. Both parties to this Agreement, furthermore, affirm that employment in the service of, and to, the public is a lifelong career and that, as such, the terms, conditions of employment, and working conditions shall be of the highest caliber to attract and maintain in employment with the District, the best personnel available. The parties, furthermore, affirm that each Office Personnel employee shall, at all times, be a dedicated, courteous, and efficient servant of, and to, the public, realizing full well that he/she is under the constant scrutiny of area taxpayers, and that he/she is performing a most essential service. The parties to this Agreement hereby agree not to limit employment with the District or membership in the CSEA to any person because of his/her age, color, creed, gender, national origin, disability, or marital status.

**ARTICLE 1
RECOGNITION**

The District recognizes the CSEA as the sole and exclusive bargaining representative for all employees in the Office Personnel Unit 9 negotiating unit of the District for the purposes of establishing salaries, wages, hours, and other terms and conditions of employment.

**ARTICLE 2
BARGAINING UNIT**

It is mutually agreed that for the purpose of this Agreement, the terms “employee” and “employees” shall be defined as all persons in the following classifications, including regular part-time employees. New titles may be added upon the consent of both parties.

Account Clerk I	Information Aide
Account Clerk II	Information Systems Coordinator
Account Clerk III	Junior Systems Administrator
Account Clerk-Typist I	Medical Assistant
Account Clerk-Typist II	Nationality Worker
Accountant I	Office Machine Operator
Accountant II	Payroll Clerk
Accountant III	Personnel Specialist
Attendance Assistant	Program Aide
Auditor I	Programmer Analyst
Auditor III	Programmer I
Braille Transcriber	Programmer II

Budget Aide	Programmer Trainee
Budget Analyst I	Publications Aide
Budget Analyst II	Pupil Transportation Analyst
Budget Analyst III	Purchasing Clerk
Building Systems Analyst	Purchasing Contract Clerk
Buyer I	Senior Nationality Worker
Buyer II	Senior Systems Programmer
Console Operator	Stock Attendant
Control Clerk	Stock Clerk
Data Center Help Desk Operator	Systems Analyst
Duplicating Machine Operator I	Systems Analyst-Designer
Duplicating Machine Operator II	Systems Training Assistant
Employee Insurance Representative	Typist I
Enterprise Design Specialist	Typist I (regular part-time)
Fingerprinting Technician	Typist I - Spanish Speaking
Grants Procurement Specialist	Typist II
Graphics Technician	Website Administrator
Guard	Word Processing Machine Operator

**ARTICLE 3
MANAGEMENT RIGHTS**

- A.** The CSEA agrees that the District shall retain complete authority for the policies and administration of all District departments, offices, or agencies which it exercises under the provisions of law and the Constitution of the State of New York and/or the United States of America and in fulfilling its rights and responsibilities under this Agreement.

The District retains the right to hire, promote, suspend, transfer, discipline, and discharge employees; to deploy the work force; establish work schedules; issue and enforce work rules and regulations necessary for the safe, orderly, and efficient operation of its services; and to take all necessary means to carry out its mission; except as limited by the terms of this Agreement.

The exercise of any such power, right, authority, duty, or responsibility by the District in the adoption of such rules and regulations, and policies, as it may deem necessary and as they apply to employees represented by the CSEA, shall be limited only by the specific and express terms of this Agreement.

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

ARTICLE 4
ASSOCIATION SECURITY

- A.** The District shall deduct from the wages of each employee and send to the Civil Service Employees Association, Incorporated, regular membership dues, and any health and accident insurance premiums, and/or any life insurance premiums, and/or any group home owners insurance premiums, and/or any group automobile liability insurance premiums for those employees authorizing such deductions, in writing, pursuant to the agreement reached between the CSEA and the District Business Office. The CSEA hereby agrees that it will not hold the District liable for any deductions from wages made pursuant to this section in the normal administration of the check off of said deductions.
- B.** Membership in the CSEA shall be voluntary, and there shall be no discrimination, interference, restraint, or coercion by the District or any of its agents, against any employee because of his/her membership in the CSEA, or because of any lawful activities on behalf of the CSEA and his/her fellow members.
- C.** The CSEA shall have the right to represent employees in the defined Bargaining Unit in any and all proceedings under the Fair Employment Act, under any other applicable law, rule, regulation, or statute, and under the terms and conditions of this Agreement; to designate its representatives and to appear on their behalf to effect such representation; to direct, manage, and govern its own affairs; to determine those matters which the membership wishes to negotiate; and to pursue these objectives free from any interference, restraint, coercion, or discrimination by the District. The CSEA shall have the right to pursue any matter or issue in accordance with the grievance and arbitration procedure (Article 20) of this Agreement, to pursue any matter or issue to any court of competent jurisdiction, and, acting through its officers and membership, be the sole judge thereof, unless it is expressly and specifically abridged, delegated, or modified by this Agreement.
- D.** The above rights of the CSEA are not all-inclusive, but indicate the type of matters or rights which belong to, or are inherent to, the bargaining agent.
- E.** The CSEA shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the District, provided their content is neither derogatory nor controversial. The District agrees that the facilities of the District shall be available for CSEA meetings when such use does not interfere with any scheduled events or involve any cost to the District. Application for the use of the facilities shall be made in accordance with already established procedures.

The CSEA shall, furthermore, have the sole and exclusive right to utilize the School District's mail facilities and computer services except as otherwise provided by law. Announcements shall be permitted in the weekly administrative bulletin and District e-mail with the approval of the Communications Office via District e-mail, if viable.

- F.** The CSEA shall have the right to designate a representative of the CSEA's health and accident insurance program and of the CSEA's life insurance program, to visit the employees covered under this Agreement, on the job, for the purpose of interesting them in this protection and/or adjusting any claims, provided, however, the appropriate District official is notified and assurance is given him/her that no inordinate interruption in the work of the employee will be involved. If, in the opinion of the Superintendent, this privilege is being abused, he/she may withdraw his/her permission for such activity. The name of the authorized representative shall be filed in the Personnel Department.
- G.** For the purpose of administering, adjusting, or interpreting the terms and conditions of this Agreement, the CSEA Labor Relations Specialist shall have the right to visit the employees covered under this Agreement, on the job. However, the appropriate District official shall be notified and total assurance given him/her that no inordinate interruption in the work of the employee will be involved. The name of the authorized representative shall be filed in the Personnel Department.
- H.** When it is necessary for the President of Unit 9, Office Personnel, CSEA, or designated representative, to engage in CSEA activities directly associated with the CSEA duties as representative of the Unit, which cannot be performed other than during working hours, the Superintendent or his/her designated representative may give such time, without loss of pay, as it is necessary to perform any such activities.

Officially authorized CSEA delegates not exceeding three (3), shall be granted time necessary, with pay, to attend the annual meeting and/or special conferences of the CSEA, upon timely written request to the Superintendent. The aggregate total of days involved shall not exceed fifteen (15) in number. All expenses shall be borne by the individual or the CSEA.

- I.** The District agrees to furnish, upon a sole and exclusive basis, to the CSEA Office Personnel Unit 9, names and addresses of employees in the Unit which appear on the second payroll of each year, except as otherwise provided by law.
- J.** The District shall deduct from the salary of employees in the Bargaining Unit who are not members of the CSEA an amount equivalent to dues levied by the CSEA and transmit the same so deducted to the CSEA, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The CSEA affirms that it has adopted such procedure for refund of agency fee deduction as required in Section 3 of Chapter 677 and 678 of the Laws of 1977 of the State of New York.

Part-time employees working less than twenty (20) hours per week shall be excluded from the coverage of this provision.

**ARTICLE 5
NO STRIKE**

Pursuant to Section 210, as amended, of the Public Employees' Fair Employment Act, the CSEA hereby affirms that it does not have, and will not assert, the right to strike against the District, to assist or participate in any such strike, or to impose an obligation upon its membership to conduct, assist, or participate in any such strike or work stoppage of any kind.

**ARTICLE 6
SALARIES AND WAGES**

A. All Titles

It is agreed that effective July 1, 2012, and for the duration of this Agreement, the Salary and Wage Increase for all Unit employees shall be as follows:

July 1, 2012	0%
January 1, 2014	2%

- It shall be acknowledged by both parties that errors in calculation shall be corrected upon discovery, as reflected in Appendices B through C.

B. Graded Employees

Graded employees shall be paid according to Appendices B through C, which reflect:

1. An entry level entitled Step 1.
2. A Step 2 which will be achieved after eighteen months continuous employment at Step 1 (18 months or 1.5 years from entry).
3. A Step 3 which will be achieved after six months continuous employment at Step 2 (24 months or 2 years from entry).
4. A Step 4 which will be achieved after six months continuous employment at Step 3 (30 months or 2.5 years from entry).
5. A Step 5 which will be achieved after twelve months continuous employment at Step 4 (42 months or 3.5 years from entry).

C. Ungraded Employees

Employees hired in ungraded positions shall be paid according to Appendices B through C which reflects step movement. Employees shall move to the next step upon completion of one (1) year of service in each step until employee achieves top step.

D. Payroll

All Bargaining Unit employees shall be paid on a semi-monthly pay schedule, i.e. The payroll period for Unit 9 shall consist of all compensable hours worked, holidays, or leave accruals and leaves as stated in Articles 13, 14, 15, and 16. All overtime shall be lagged one payroll period. The District agrees that should a payday fall on a holiday or weekend then payment shall be on or before the preceding business day.

All full-time ten-month employees shall have the following salary distribution option:

SCHEDULE A: Annual salary distributed over a ten (10) month period, payable in twenty (20) semi-monthly checks.

SCHEDULE B: Annual salary distributed over a twelve (12) month period, payable in twenty-four (24) equal paychecks paid semi-monthly.

Health and Dental Insurance will be deducted under this option based upon a twenty-four (24) equal paycheck distribution. Employees opting for twenty (20) semi-monthly checks shall have their health and dental insurance contribution doubled for the month of September and June in the respective school year.

E. Longevity

Longevity increments shall be automatically paid to all eligible employees pursuant to the established longevity schedule, Appendix D. The longevity increment shall be effective with the beginning of the first pay period following the anniversary date of completion of the required years of continuous service in the District. Longevity increments for eligible part-time employees shall be prorated.

There shall be no restrictions on the number of years of service in the District which may be claimed for longevity purposes, regardless of the step placement on a paid salary schedule.

Effective July 1, 2008

Longevity amounts shall be modified to the following amounts and years of service.

Completed Years of Service	Monetary Amount Per Hour
10	\$0.50
15	\$1.00
20	\$1.50

Longevity amounts are non-cumulative.

Additionally, employees receiving the five (5) year longevity, as of June 30, 2008, pursuant to the Collective Bargaining Agreement dated July 1, 2003 to June 30, 2007, shall continue to receive the five (5) year longevity until such time as they become eligible for the ten (10) year longevity.

F. Office Personnel Promotional Guarantee Differential

1. Promotional Guarantee for Graded Job Classifications

When a Unit 9 employee is promoted to a position listed in the Office Personnel Salary Schedule, Appendices B and C, he/she will receive a guaranteed promotional pay increase which will be added to the employee's base salary. Promotion is defined as advancement from a position which has a lower starting base salary rate than the position to which he/she is ascending. This comparison is based on an equivalent work year (months) and workweek (hours). When an employee moves from their current grade and step to a higher grade, the employee will be placed in the appropriate corresponding step in the higher grade. The following guaranteed promotional pay increases shall apply:

Promotional Guarantee Differentials

Months/Hours:

10 / 32.5 hours	\$478
10 / 35 hours	\$516
10 / 40 hours	\$590
12 / 32.5 hours	\$574
12 / 40 hours	\$708

2. Promotional Guarantee for Graded In-Step Employees

The method of salary calculation for promotion of all in-step Unit 9 employees who have not attained Step 7 will be regulated by the following:

In-step employees who receive a promotion and a salary which is lower than Step 7 will be placed on the same step held in his/her previous title. For example, a Step 2 employee will be promoted to a Step 2 in the promotional position and will proceed through the salary steps in the time period as agreed.

3. Promotional Guarantee for Ungraded Job Classifications

When an employee is promoted to a title in an ungraded job classification, the new salary will be higher than his/her current salary on an equivalent basis. This salary will be calculated by placing the employee on the step of the ungraded salary schedule that is the closest to the employee's salary (prorated, if necessary) which includes the provided guarantee amount corresponding to the current year. The employee will remain on this step for the duration indicated in Article 6 of

the contract and shall be eligible for appropriate step movement increases based on the anniversary date to the new job in the step designated.

- G.** Employees appointed at least six (6) months prior to the beginning of the calendar year, or promoted prior to September 1, and employees reinstated during the twelve (12) months preceding the beginning of the calendar year, provided the latter have worked at least six (6) months during the twelve (12) month period, shall be eligible for the annual increment.
- H.** All Unit 9 employees authorized by the Supervising Director of School Services to drive their own vehicle on school business will be reimbursed at the then current mileage rate per the Board of Education.
- I.** Unit 9 employees called in to perform building checks and/or alarm calls, shall receive a minimum of two (2) hours pay for each building check and/or alarm call completed.
- J.** Stock Attendants at the Bova Supply Center who substitute as Driver Messengers at the request of the District shall receive one hour of overtime pay (time and one-half) for each day they provide this substitute service.

ARTICLE 7 WORK RULES

A. Absence Procedure

Whenever it is necessary for an employee to be absent from his/her duties, it shall be his/her responsibility to notify his/her supervisor so that the workload can be adjusted accordingly. It is the employee's responsibility to keep his/her Immediate Supervisor informed as to when he/she will be available for duty. If the employee does not notify his/her Immediate Supervisor, or cannot be reached within three (3) days, this may be considered as grounds for termination of employment at the discretion of the Superintendent of Schools and under the rules governing dismissals under Civil Service Law, or in accordance with the provisions of this Agreement.

B. Tardiness

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

C. Lunch Schedules

In cases where more than one (1) person is assigned, the lunch schedule shall be established so that at least one (1) office employee is always on duty. This rule applies to school offices, as well as to the administration building, and should not be interpreted to authorize the assigning of student help during those periods in lieu of regularly assigned office personnel. In cases of conflict between employees with regard to lunch schedules, length of service shall be the determining factor as to preferential times.

D. Breaks

It is agreed that each employee shall be allowed two (2) ten (10) minute work breaks per day, except telephone operators assigned to the District's Central Office, who is entitled to two (2) fifteen (15) minute reliefs, one in the morning, and one in the afternoon.

E. Medical and Dental Visits

Discretionary with the Superintendent of Schools or his/her designated representative (Immediate Supervisors, Department Heads, School Principals), time off for occasionally required medical and dental visits not to exceed a two (2) hours duration, may be allowed employees, without loss of pay or accruals. The aforementioned medical or dental visits shall be limited to four (4) visits in total per school year.

F. With the exception of emergency situations, non-certified Bargaining Unit personnel shall not be responsible for the supervision or control of any students or student activities.

G. The District shall direct that a written procedure be developed in each school as to the line of authority to be followed for first aid administration in the absence of a school nurse in the building. This authority shall include only such personnel as have qualified by taking first aid instruction. The District agrees to request that such written procedure be submitted, in writing, to the Personnel Department, each year, by October 1 of the said year. The District shall assume any legal responsibility which might be incurred as a result of the first aid given by any employee in this Unit, providing said employee has used sound and reasonable judgment in rendering said aid.

H. Each member of the Unit will have the right, in accordance with procedures established by the Personnel Department and in the presence of the Director of Personnel Services, or his/her designee, to review, and copy, the contents of his/her complete personnel file, with the exception of confidential recommendations. A member of the Unit will be entitled to have a representative of the CSEA accompany him/her during such review. With the exception of confidential employment recommendations, a member of the Unit shall receive a copy of all entries made in his/her personnel folder. In any instance where an entry is made in a personnel folder with which the employee disagrees or takes exception, the employee shall have the right to file a written statement on his/her behalf, with copies to all parties concerned, and such statements shall become a permanent attachment to the said entry and shall become a permanent part of the personnel record of

the individual. The employee, upon timely written request, shall have the right to an administrative review by the Director of Personnel Services whose decision shall be final and binding.

- I. It is expected that each employee will give at least two (2) weeks' notice of intention to terminate his/her employment with the District. In the event the employee severs employment with the District without two (2) weeks written notice to the District of his/her intention to do so, said employee shall forfeit all accumulated sick leave, vacation time, and all other fringe benefits at the discretion of the Superintendent.

**ARTICLE 8
HOURS OF WORK/WORKWEEK/WORK YEAR
(TEN-MONTH EMPLOYEES)**

A. Workday

- 1. School Personnel The normal workday is established at 7 hours excluding lunch and 35 hours of work shall constitute a regular workweek. The workweek is established at five (5) consecutive days, beginning on Monday of the week.
- 2. All Others The normal workday, established at either six and one-half (6-1/2) hours or eight (8) hours, excluding lunch, and thirty-two and one-half (32-1/2) hours or forty (40) hours of work shall constitute a regular workweek. The workweek is established at five (5) consecutive days, beginning on Monday of the week. All positions added to this category shall be included by mutual consent of both parties to this Agreement.

- B. Prior to the opening of schools in the Fall, the Office of the Superintendent will publish in a bulletin the hours of work for each of our schools and for the Administration Building, consistent with Paragraph A of this Article. The District shall not impose an alternate work schedule until the parties develop a Memorandum of Agreement to address all aspects of the work schedule.

- C. Representatives designated by the CSEA shall be involved as members of the committee which negotiates the school year calendar with the District. The CSEA shall be entitled to have a prorated number of individuals on the committee as the Syracuse Teachers Association. In the event, however, that there may be disagreement among the various parties to those discussions, the final decision shall rest with the Superintendent.

D. Summer Schedules

Prior to the close of school for the Summer, the Office of the Superintendent will publish in a bulletin the hours of work for the administration buildings. At this time, this office will also publish in a bulletin the hours of work for such schools as will be open during the Summer, and the days of duty.

- E.** Except as otherwise provided in this section, the employment year for ten-month assigned Office Personnel is from September 1 through June 30 inclusive. Employees in this category who are offered and elect to work during a Summer extension shall be paid pro rata additional salary for the extension period worked. Each building administrator shall be responsible for the scheduling of an appropriate “lead” Secretary for the assignment of the applicable Summer extension for his or her building. This schedule shall be done with the mutual consent of his or her Unit 9 staff. In the event that the building administrator is unable to reach full agreement with his or her staff concerning the assignment(s) for the Summer extension, the matter should be resolved by the Superintendent. The parties agree that the formulation of such schedules and assignments will take into consideration the individual needs and plans of the building staff.

**ARTICLE 9
OVERTIME PAY/COMPENSATORY TIME**

- A.** If overtime, including Sunday or holiday work is required, the employee’s Immediate Supervisor will communicate with the appropriate authority of the District to obtain permission from the Assistant Superintendent for Personnel and School Services or the Director of Personnel Services.
- B.** The District shall pay any employee overtime pay according to the following schedule:
1. If an employee works in excess of forty (40) hours in any workweek, he/she shall receive one and one-half (1 ½) times his/her hourly rate for such authorized hours worked. In relation to the minimum forty (40) hours of work in a given workweek, to be eligible for overtime pay, a person who is paid for sick leave or other approved purposes is considered to be constructively present.
 2. If an employee works on Sunday, he/she shall receive two times his/her hourly rate for such authorized Sunday hours work, provided that he/she has worked in excess of forty (40) hours in that workweek. Written authorization for said overtime must be secured in advance from the Personnel Department by the Immediate Supervisor.
 3. If an employee works on any paid holiday, he/she shall receive two and one-half (2 ½) times his/her hourly rate for such authorized holiday hours worked instead of holiday pay, irrespective of whether he/she has worked forty (40) hours in that workweek.

(The above statements provide equity to employees for Sunday and holiday work, and preclude pyramiding of overtime.)
 4. The District agrees that no employee shall be mandated to work any overtime as defined in the above sub-sections 1 and 2.

5. Insofar as practical, 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.
6. Compensatory Time In the event an employee, with supervisory authorization, works in excess of the established workday (six and one-half [6 ½] hours), that employee has the option, in lieu of cash payment to be granted compensatory time off equal to the time worked. All compensatory time shall be computed at 1.5 hours for each hour worked beyond a total workweek of 40 hours. Compensatory time must be taken within ninety (90) workdays after said additional hours were worked, or by the end of the year, whichever is sooner. Compensatory time usage is subject to the approval of the employee's supervisor, such approval shall not be unreasonably withheld. If compensatory time is not taken by the end of the year, any accrued compensatory time will be paid out. Such compensatory time accumulation and usage will be regulated as set forth in the Fair Labor Standards Act.

**ARTICLE 10
HEALTH AND SAFETY**

- A. The District shall continue to make reasonable provisions as it deems adequate and necessary for the safety and health of its employees during the hours of their employment. The District agrees to provide protective devices and other equipment necessary to protect the employees from injury and sickness.
- B. The parties agree to provide safety shoes for Unit 9 employees working in the capacities of Stock Attendant, Stock Clerk, etc. at the Bova Supply Center to the extent as provided to employees in Unit 6.
- C. All employees within the Unit shall be covered under the New York State Workers' Compensation Law.
- D. No person shall be acceptable for employment unless physically fit for the work contemplated by the job for which the applicant is being considered. Every person hired after his/her effective date of this Agreement shall, as a condition of employment, be required to submit to a medical examination. This examination, to determine the physical and mental fitness of the person to perform his/her duties, shall, at the option of the applicant, be completed at no cost to him/her by a medical doctor assigned by the District, or completed at the applicant's expense by any duly qualified and licensed medical doctor, who shall submit a report and recommendation in such detail and form required to the Director of Health Services.

**ARTICLE 11
RETIREMENT**

A. The District agrees that all eligible employees shall be entitled to retirement benefits as provided by New York State and Local Retirement System, effective at the time of their employment and in accordance with regulations thereto. It is required that the employee give the District a forty-five (45) calendar day notification of the employee's intent to retire.

B. Early Retirement Incentive

1. Full-time employees who reach age 55 with fifteen (15) or more years of service in the District and who are eligible to retire under the New York State and Local Retirement System will be eligible for:
 - a. A one-time only retirement stipend in the amount of three thousand dollars (\$3,000.00); or
 - b. Twenty-five dollars (\$25.00) per day up to a maximum of one hundred sixty (160) days of accumulated sick days.
 - c. Effective July 1, 2009, thirty-five dollars (\$35.00) per day up to a maximum of two hundred (200) days of accumulated sick days.
2. All other full-time employees (age 56 and up) with fifteen (15) or more years of service in the District who are eligible to retire under the New York State and Local Retirement System, will be eligible for a retirement stipend based upon the following formula:
 - a. \$25.00 per day up to a maximum of 160 days of accumulated sick days.
 - b. Effective July 1, 2009, \$35.00 per day up to a maximum of 200 days of accumulated sick days.
3. Part-time employees will receive a prorated incentive based on a 40-hour workweek.

*Full-time employment for this incentive equals a thirty-two and one-half (32 ½) hour workweek or greater.

**ARTICLE 12
HEALTH AND DENTAL INSURANCE**

A. Health Insurance

1. The District will provide health insurance for eligible employees pursuant to the District Health Insurance Program. With regard to the District Health Insurance Program, the District will assume all cost of such program except for the following employee contributions:

a. For health care, the employees shall contribute the following amounts referenced in Appendix A as payroll deductions to the cost of District provided health care benefits depending upon the individual's income (base salary or wages) on July 1st of the applicable year.

See Appendix A for current deductions.

b. The District agrees to give the CSEA's Health Benefits Department the right to review, each year and every year, the process on establishing the Premium Equivalents Rate. Should the CSEA Health Benefits Department take issue with the rate or the process in establishing the rate, the Unit President shall have the right to file a grievance and proceed directly to arbitration to resolve the dispute.

c. 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. CSEA agrees to hold this section in abeyance until June 30, 2014.

2. Cost to Retirees

a. Retirees under the age of 65 must pay a share of the premium cost equal to the cost of the Medicare B rate. (As the Medicare B rate changes, so will the cost of the insurance.) The premium for family coverage will be double the individual premium cost if all eligible dependents are under age 65.

b. Retirees over the age of 65 are responsible to apply for and pay for Medicare B coverage (primary) with the Medicare B provider. At such time, District provided coverage under this plan will become secondary.

Employees retiring after June 30, 2014 after age 65 will be required to pay an amount equal to one-half (50%) the current Medicare B rate to the Syracuse City School District for individual coverage under the SCSD health plan. Family coverage shall be twice that amount.

3. In the event any member of the Unit, or his/her dependent, is eligible for benefits under another health insurance policy and receives benefits there under, and the current carrier, or any future carrier, of District insurance has a coordination of benefits provision, the District shall not be liable to make duplicate payments for benefits which have been already paid by any other carrier and which the District's carrier refused to pay.
4. In the event that both husband and wife are full-time employees of the District, the rate of employee contribution for dependent coverage shall be the sum of the two individual premiums (amount dependent on income level of each spouse).
5. The District will provide health insurance for eligible employees pursuant to the District Health Insurance Program as modified by the Health Plan Addendum. Well childcare shall be added to the District's Health Benefits Program.
6. The District Health Insurance Program shall provide for an alcohol abuse program covering inpatient care, and related professional services only, to a maximum premium cost to the District of \$1.26 per month per employee. Such coverage shall be limited to individual employees only and shall not include family or dependents.
7. Prescription Card Co-pay

\$6.00	generic drugs
\$18.00	preferred drugs
\$35.00	non-preferred drugs
8. \$75.00/\$225.00 major medical deductible.
9. \$35.00 emergency room co-pay, per visit.
10. Health Claims Review It is understood that representatives of the District, Unit 9 and the Benefit Plan Administrator shall meet periodically to discuss matters relative to claims administration, benefits structure, level of contributions, and such other concerns as may be brought before the group for discussion. The purpose of these meetings shall be to permit Unit 9 representatives to participate in a meaningful way in decisions regarding the provision of health care benefits to members of Unit 9.

B. Dental Insurance

The District will provide dental insurance for eligible employees pursuant to the District Dental Insurance Program. In providing this insurance, the District will assume all costs of such program except for the following employee contributions.

Effective - School Year	Individual Coverage	Family Coverage
2012-2013	\$13.00	\$32.00
January 1, 2014	\$15.00	\$36.00

Program benefits and procedures for filing claims are explained in the booklet entitled “Dental Assistance Plan”, which is available in the District’s Benefits Office, extension 4180.

Retirees are not eligible for dental insurance.

C. Vision Care

The parties agree to maintain a plan for a vision care allowance, which shall be administered on an annual basis, as indicated below, using a specific dollar amount. The annual allocation may be utilized by the CSEA members and/or their covered dependents. In no event will the District be required to pay or reimburse annually in excess of the amounts cited in this section per employee.

July 1, 2012	\$185.00
January 1, 2014	\$195.00

D. New Employees

1. 32 hours or less per week The District will not be required to contribute to health insurance and/or dental insurance (as noted in “A” and “B” above) for new employees who are hired to work 32 hours or less per week. However, the District will make the health and dental plans available to such new employees if the employee wishes to pay the entire cost.
2. Greater than 32 hours per week The District will contribute to the health and dental insurance program as noted in “A” and “B” above, at the regular rates for new hires who are employed for more than 32 hours per week.

E. Flexible Benefit Plan (Section 125 Plan)

Employees may elect to participate in the District’s 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 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.

F. Amendment of Coverages and Benefits

1. Each party agrees that, upon request of the other party during the term of this Agreement, modifications to the coverages 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 coverages 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.
2. 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 coverages shall remain in place and not be further increased until a successor agreement is reached.

**ARTICLE 13
SICK LEAVE**

- A. Each full-time and regular part-time member of the Unit shall be allowed sick leave without loss of salary as follows: Fifteen (15) working days for twelve-month employees and thirteen (13) working days for ten-month employees. Allocations of sick leave under this section shall be on July 1 of each school year.
- B. New employees hired during any school year shall be allocated sick leave as stated in the schedule below. On July 1 of the school year following the date of hire, the employee shall follow Section A. above. All employees are entitled to utilize sick leave days effective their date of hire.

<u>Month of Hire</u>	<u>Sick Leave Days</u>
July	10 days
August	10 days
September	9 days
October	8 days
November	7 days
December	6 days
January	5 days
February	4 days
March	3 days
April	2 days
May	1 days
June	0 days

- C. Sick leave for regular part-time employees shall be based on their regularly scheduled workday.
- D. Sick leave is accumulated upon an unrestricted basis. Employees in the Unit who are absent from duty due to illness may be required to file a medical report with the Director of Health Services. When such a report is requested, the Superintendent will make a determination whether sick leave payments shall be allowed. In the event that the CSEA feels that the Superintendent's decision is arbitrary, such decision shall be reviewable under Article 20 of this Agreement.
- E. Any ten-month employee who is working on extended service or working in Summer school shall be entitled to draw on his/her sick leave during this period of service, provided the District does not incur the expense of substitute employment.
- F. **Sick Leave Bank**
1. The District and the CSEA shall jointly administer a voluntary Sick Leave Bank (SLB). The purpose of the SLB is to aid unit employees who suffer a prolonged personal illness, excluding routine Maternity Leave, and have exhausted all leave accruals during the illness.
 2. The SLB shall be administered by a three (3) person Committee consisting of a District Representative, the CSEA Unit President, and a Union member appointed by the Unit President.
 3. Employees may only become members of the Sick Leave Bank during the month of September each year and shall be required to donate two (2) sick leave days. Employee donating sick leave shall voluntarily consent to do so in writing. Sick leave donated by an employee may not be withdrawn.
 4. To remain a member of the SLB an employee must donate one (1) sick leave day during the month of October of each year except as noted in 5.
 5. All days in the SLB shall carry over from year to year. Each October 1st, the days in the SLB shall be evaluated. If the SLB has three hundred fifty (350) days or more, continuing members shall not be required to contribute during that year. If the SLB has fewer than three hundred fifty (350) days continuing members shall be required to donate one (1) sick leave day. In this event, new members who donated two (2) days in September will not be required to donate an additional day to maintain membership.
 6. A unit employee may make application for SLB usage subject to all of the following conditions:
 - (a) the employee has completed at least one (1) year of continuous service and has fully contributed to the bank pursuant to 4 and 5 above;

- (b) the employee is unable to perform the duties of his/her regular job due to non-work related illness or injury;
 - (c) the employee has exhausted all other forms of his/her paid leave accruals which shall include sick leave, compensatory time, personal leave and vacation;
 - (d) the employee has served a thirty (30) consecutive calendar day waiting period from the date that they most recently were excused from work for said injury/illness. The waiting period can be satisfied by any combination of paid and unpaid time off;
 - (e) the application shall be made on a standard form prescribed and available at the District's Central Office. The application shall include written verification of the employee's medical condition by a physician selected and paid for by the employee.
7. The SLB Committee shall meet as soon as practicable, however, not later than 30 calendar days from receipt of request application, to review the completed application(s). The Committee shall approve or disapprove an application by majority vote. Each application shall be considered on an individual basis. Each employee shall authorize the release of his/her work attendance records to the Committee for review with their application. If requested by any committee member, the employee shall also authorize the release of his/her formal disciplinary record, if any for review. The Committee shall have the right to have a physician of its own choosing verify the employee's condition. The cost of any verification shall be assumed by the District. The decision of the Committee shall be final and binding. The decision shall not be subject to review under the grievance procedure as outlined in Article 20 or any other legal method.
8. An employee shall be entitled to apply for a minimum of ten (10) days up to forty (40) days or one-half (1/2) of the days available in the SLB, whichever is less. An employee may reapply for one (1) extension to receive up to forty (40) days or one-half (1/2) of the days available in the SLB, whichever is fewer subject to the approval of the Committee. An employee may make one application for use of the SLB and one reapplication for an extension in any fifty-two (52) week period subject to the time limits defined above. An employee who utilizes the SLB and its one extension, must return to work on a full-time basis for at least six (6) continuous months before qualifying to use the SLB again.
9. Employees shall be entitled to receive full pay while utilizing the SLB. The SLB may grant partial days to full-time employees when the employee is capable of working part-time and the District accepts the employee back to work on a part-time basis.

An employee shall not be entitled to receive more than full pay as a result of receiving SLB days in addition to no fault insurance payments or income security payments to which they may also be entitled.

If such insurance payments provide any employee with less than full pay, said employee may apply for partial sick leave days for the bank in order to receive full pay during their leave for a serious injury or illness.

It is understood that an employee eligible for reimbursement of wages through insurance or other income security programs shall apply to receive said benefits, and shall be required to fully disclose the availability of such reimbursement to the SLB committee with their application for SLB days.

10. When an employee is utilizing time from the SLB, said employee shall cease to accrue leave benefits. The employee shall only have access to sick leave bank days. An employee utilizing SLB days shall not have their anniversary date adjusted upon their return, and shall receive any personal leave or vacation leave that they may have accrued during their leave upon their return. Additional sick leave days shall not accrue when an employee is using sick leave bank days. Any SLB days approved for use by the employee but not used shall be returned to the SLB.
11. Upon separation from District employment, a member employee shall forfeit all sick leave days previously contributed to the SLB. However, such days shall remain in the SLB for future use by unit employees. In addition, when a Bargaining Unit member terminates employment for any reason other than retirement, up to ten (10) days of unused and unpaid sick leave days shall be transferred to the SLB. However, when there are at least 350 days in the SLB, the District shall cease to credit said unused and unpaid sick leave days from Bargaining Unit members who left District employment for any reason other than retirement. Retiring employees may donate a maximum of thirty (30) days to the sick leave bank at time of retirement, regardless of sick leave bank balance. The District will incorporate a retiree sick leave donation form into its processing out package.
12. If the SLB reaches zero days in any school year then the SLB will not be operational for the remainder of that school year.

ARTICLE 14
LEAVES OF ABSENCE

A. Family Illness

1. Leaves of absence up to five (5) working days, with pay, shall be granted an employee by the Immediate Supervisor upon satisfactory evidence of reasonable cause such as serious illness in the immediate family (defined as parent, guardian in loco parentis, sister, brother, husband, wife, grandparents, child, grandchild, and including in-laws in the above family categories). No deductions from vacation or sick time shall be made in this regard. This may be extended by the Personnel Department upon showing of reasonable continuing cause, to a maximum of ten (10) days, and the excess above five (5) days shall be charged against the employee's earned vacation time. In the event that like circumstances should occur within a single year, an additional five (5) days with pay may be authorized by the Personnel Department upon request. Unused family illness days outlined in this Article will be added to the accumulated sick leave day's account at the end of the school year.
2. Ten-month employees with less than eight (8) years of service shall be entitled to a maximum of four (4) family illness days.
3. Regular part-time employees shall be entitled to the above leave of absence on a pro rata basis.

B. Bereavement

1. Immediate Family

An employee shall be granted up to a maximum of five (5) days leave of absence, per occurrence, with pay, in order to attend the funeral of a member of his/her immediate family as defined in Paragraph A. above.

2. Other Relatives as Defined

An employee shall be granted up to one (1) day, per occurrence, with pay, to attend the funeral of an aunt, uncle, niece, nephew, or cousin, including in-laws.

3. Regular part-time employees shall be entitled to the above leave of absence on a pro rata basis.

C. Jury Duty and Court Attendance

Employees shall be granted a leave of absence with pay when they are required to report for jury duty, or to attend court pursuant to a subpoena or other court order not as a party to the litigation. The employee must notify his/her Supervisor of jury selection, or receipt

of subpoena or court order, no later than his/her first scheduled shift following receipt of the notice.

D. Legal

Any employee shall be granted a leave of absence, with pay, by the Superintendent of Schools for any reason required by law. To enable staffing and payroll functions to be properly processed, it shall be a condition for the granting of a leave of absence (other than sick leave, funeral leave, or other short-term natures) for the employee to agree to furnish reasonable advance notification to the District as to the date of his/her return to active duty from said leave.

E. Military Leave

Military leave of absence for employees shall be granted pursuant to New York State Military Law §§ 242 and 243 and any other State or Federal statutes such as the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA), which may apply. Such military leave of absence shall be granted to any employee while engaged in the performance of ordered military duty while going to and returning from such duty, as provided by law.

Absence of an employee, pursuant to this paragraph, during time of national emergency shall not constitute an interruption of continuous employment. An employee returning from a military leave of absence shall be entitled to full military service credit for salary purposes. All provisions of this subsection shall be amended in accordance with any changes in State or Federal legislation that delimit any of the above provisions.

During times of national crisis or war, the District may entertain any request for additional paid leave beyond what is guaranteed by State and Federal law.

Information may be obtained upon request from the District Office.

F. Personal Days

1. All ten-month and twelve-month employees shall be entitled to personal leave days, as stated below, each school year on a non-cumulative basis. Prorated for regular part-time ten-month and twelve-month employees shall be prorated.

Schedule

Ten Month

2 Days

Twelve Month

3 Days

After completion of eight (8) years of continuous service:

5 Days

5 Days

2. New Hires each school year:
 - Ten-month employee: Hired September 1 to February 29 = 2 days
 Hired March 1 to June 30 = 1 day
 - Twelve-month employee: Hired July 1 to October 31 = 3 days
 Hired November 1 to February 29 = 2 days
 Hired March 1 to June 30 = 1 day
3. Personal days may be used consecutively, but may not be used to extend a vacation or holiday leave, except by written approval of the Superintendent or his/her designee.
4. Employees must request personal leave, in writing, at least five (5) calendar days in advance from his/her Immediate Supervisor. In cases of emergency, said notice shall be waived upon approval of the Superintendent.
5. Unused personal leave shall be added to sick leave at the close of each school year for ten-month and twelve-month employees.

G. Severe Weather and Other Emergency Closings

1. Each employee shall receive full pay for absence due to abnormally severe weather or other emergency conditions when so certified by the Principal or Supervisor and approved by the Superintendent.
2. The official closing of schools by the Superintendent shall not result in loss of pay by an employee unless such closure is the result of unauthorized absence from duty by members of the Unit or unless an employee has been granted excusal from duty without pay, for the day or days of such closing.
3. Any employee who is on sick leave with pay on days when schools are closed due to weather condition or other emergencies will receive full pay for such days and will not have said days deducted from his/her accumulated sick leave allowance.
4. In the event that schools are closed due to severe weather or other emergency conditions on a day when an employee has been granted personal leave, said day shall not be deducted from the employee's allotment if the employee certifies, in writing, to the Personnel Department that the personal business for which the day was taken could not be conducted on that day because of the severe weather or emergency conditions which caused the school(s) to be closed.
5. In the event that schools are officially closed by the Superintendent for a period of time sufficient to require an alteration in the official School Calendar for the remainder of the year to make up time lost, no additional compensation shall be paid to any employee for the days thereby added to the School Calendar.

6. The foregoing shall be subject to Administrative Bulletin(s) issued by the Superintendent of Schools.
7. Emergency Closing of Schools With regard to all changes, modifications or alterations to the District Administrative Bulletin entitled, "Emergency Closing of Schools", Unit 9 shall have a full and fair opportunity to engage in impact bargaining in relation to all issues addressed in said Administrative Bulletin which impact members of Unit 9. The Unit 9 President and/or his/her designee shall have a full and fair opportunity to discuss and negotiate the impact of proposed changes to the Administrative Bulletin as it relates to Unit 9 members prior to its publication.

H. Competitive Class Employee

A person holding a position in the competitive class by permanent or probationary appointment may be granted, by the appointing officer, a leave of absence, without pay, for a period not to exceed one (1) year. Notice of such leave of absence shall be given to the Onondaga County Department of Personnel. Absence on leave for more than one (1) year may be deemed equivalent to resignation from service upon the date of commencement of such leave. Reasonable cause for such leave shall include personal illness, family illness, maternity, military service (personal or spouse), and education (personal or spouse).

For purposes of longevity, leaves of absence of less than six (6) months shall be disregarded. In case of leaves of absence between six (6) months and one (1) year, the entire year will be deducted in determining the accumulated time. In leaves of absence greater than one (1) year, each succeeding year will be treated as an individual year.

I. Reinstatement

Use of leave of absence privileges shall not be construed as interrupting continuous service. A permanent employee who has been granted a leave of absence without pay in accordance with Rule XIX of the Civil Service Rules for Classified Service shall be entitled to reinstatement at the expiration of the period for which the prescribed leave of absence without pay has been given or at an earlier date at the discretion of the appointing officer. The vacancy created by a leave of absence without pay so given shall not be filled except upon a temporary basis during the period of such leave.

J. Sick Leave Credit

A leave of absence does not rescind or reduce the accumulated sick leave credits of an employee, except when the leave of absence is granted because of illness and benefits are accepted. Benefits, other than continuous service as covered under Paragraph G above, to which the employee normally would become entitled during the regular course of employment under sick leave plans, are not granted, and do not accumulate during leaves of absence.

K. Vacation Privileges

Benefits to which an employee would become entitled during the regular course of employment under vacation privileges are not granted during leaves of absence. The employee does continue to accumulate continuous service, which is applicable to vacation privileges.

L. Personal Illness

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

M. Workers' Compensation Benefits

1. All employees within the Bargaining Unit shall be covered under the provisions of the New York State Workers' Compensation Law and be entitled to any and all benefits contained therein.
2. Employees who become ill or injured due to circumstances arising out of and in the course of employment shall file a report of such illness or injury with the District and with the Workers' Compensation Board. Such report shall be filed within the time and in the manner required by the New York State Workers' Compensation Law. In those instances where an illness or injury is determined by the District, or other form of competent jurisdiction, to be compensable as arising out of and in the course of employment, the employee will be allowed to use accumulated sick leave during the period of such illness or injury unless he or she notifies the District, in writing, no later than five (5) days after such illness or injury, that he or she has elected to receive only the amount to which he/she is entitled pursuant to the Workers' Compensation Law, and not utilize accumulated sick days in addition thereto. 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, the District (unless the employee gives notice to the contrary as set forth in the preceding sentence) shall charge to the employee's accumulated sick leave any time taken because of such illness or injury for which the employee receives his or her regular salary and for which the District would not be reimbursed if it were not self-insured. Such charge to, and deduction from, accumulated sick leave shall be proportionate to, and based upon, the amount for which the District would not be reimbursed if not self-insured.

3. Employees who are absent from duty, with pay, pursuant to this paragraph, may be required, at the discretion of the Superintendent, to file a medical report with the School Health Director. When such a report is requested, the Superintendent will make a determination, on the basis of said report and the recommendation of the School Health Director, whether pay shall be continued. In no instance shall payments to an employee for illness or injury arising out of and in the course of employment exceed those provided under Compensation Law, unless the Superintendent, in his/her sole and exclusive discretion, authorizes such payments, notwithstanding any determination by any Compensation Board which is at variance with the determination of the Superintendent. Should the medical report from the employee's Physician and that of the School Health Director be conflicting and unable to be resolved, the parties shall obtain the opinion of a disinterested third-party Physician (who may be a specialist in the medical area in question) who is acceptable to both parties.

N. Maternity and Child Care

1. Maternity

- a. A pregnant employee may continue her employment until such time as she is unable to do so without endangering or impairing her physical condition as evidenced by a written statement from the employee's personal physician. If the employee continues to work until such time as her physician indicates she should no longer do so, she shall be entitled to use any accumulated sick leave for the period during which she is physically/medically unable to continue her duties because of her pregnancy before she commences her personal leave of absence. If the employee commences her personal leave while she is still able to continue working, and prior to the aforementioned date established by her physician, her leave shall be considered in the same manner as any other personal leave, and she shall not be eligible for any unused accumulated sick leave benefits. In the event that an employee does continue to work until physically unable to do so, as set forth above, she shall be eligible for said accumulated sick leave benefits only for the period of actual physical disability and not for any period of time during which she is able to return to work, but does not, merely as a matter of convenience or personal preference. In connection therewith, and in order to become eligible for said accumulated sick leave benefits, she may be requested to file with the School Medical Director any and all necessary medical evidence establishing the period of medical disability. With regard thereto, the District reserves the right to review and evaluate the recommendations and conclusions of the employee's private physician, and also the sole and exclusive discretion to determine the legitimacy of each claim processed under this subsection.

- b. An employee with twelve (12) months of credited service who becomes pregnant shall be entitled to a leave of absence of up to one (1) year without pay or increment.

Application for said leave shall be accompanied by a statement from the employee's physician confirming her pregnancy. The leave may be for a period of less than one year duration so as to conform to the individual circumstances of each case.

- c. If, during the period of any such leave granted hereunder, the employee accepts other employment, the District reserves the prerogative of recalling the employee to service.

2. Child Care

- a. Any employee with twelve (12) months of credited service shall be granted, upon written application, a child care leave up to one (1) year. Such leave will be granted without pay or increment.

- b. In the event that both father and mother are employed by the District, there shall not be a duplication of child care and/or maternity leave, and only one (1) individual shall be granted leave at any one time. If one spouse is not an employee of the District, and remains at home to care for the infant, child care leave shall not be granted to the employee of the District, unless he/she can prove to the satisfaction of the District that there are exceptional and medically compelling circumstances which require the employee to remain at home.

- c. Child care leave provided for in this subsection shall be available in cases of adoption.

- d. If, during the period of any such leave granted hereunder, the employee accepts other employment, the District reserves the prerogative of recalling the employee to service.

- O. The crediting year for all leaves under this Article shall be July 1 to June 30 each year to coincide with the crediting year for vacation and sick leave.

P. Emergency Leave

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

**ARTICLE 15
HOLIDAYS**

- A. 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.
- B. To be paid for a holiday, a person must be present, or constructively present (i.e. sick leave or vacation), on the regularly scheduled workday before and after the holiday.
- C. Regular employees who work less than full time, but who work at least a minimum of twenty (20) hours per week, either on a salary or an hourly basis, will be paid on a prorated basis for the same holidays as ten-month employees.

**ARTICLE 16
VACATIONS**

A. Twelve-Month Personnel

- 1. The vacation year shall be July 1 to June 30. July 1 shall be the eligibility date for determination of vacation benefits. References to “year” or “yearly”, below, shall mean the vacation year. Employees who are hired after July 1 of the initial employment year, and who have been continuously employed on July 1 of the next vacation year, shall be entitled to a prorated vacation in accordance with the following schedule:

<u>Employees Hired In</u>	<u>Days</u>
July	10
August	9
September	8
October	7
November	7
December	6
January	5
February	4
March	3
April	2
May	2
June	1

“Continuously employed” shall mean continuous uninterrupted service with the District since last date of hire. Prior service in other Units within the District shall be credited on a pro rata basis, with less than six and one-half (6 ½) hours per day to equal one-half (1/2) time for computation purposes and three (3) hours or less per day to equal zero (0) time. (Example: Bus Aide works four (4) hours per day

for six (6) years and then transfers to Unit 9; obtains three (3) years of credit for vacation eligibility.)

2.	Completed Years of Service (on July 1)	Vacation Days
	1 Year	10
	5 Years	15
	15 Years	20
	20 Years	21
	21+ Years	22

3. Annual vacation shall not be restricted to the Summer months, but may be taken at any time in the vacation year, which is not detrimental to the office in which the employee works.
4. The employee's request for vacation period will be submitted, in writing, to his/her Immediate Supervisor for approval and must then be authorized by the Personnel Department.
5. Should an employee be called back to work during his/her vacation, he/she shall be credited with additional vacation days equal to the number of days lost by his/her early return to work.
6. If any allowable holiday is observed during the employee's vacation period, vacation accruals will not be used for such allowable holiday.
7. At termination of employment, any earned vacation time shall be paid to any employee by the District at the discretion of the Superintendent of Schools subject, however, to the provisions of Article 7, Paragraph I relating to the requirement of two (2) weeks' notice of intention to terminate service.
8. No employee shall take vacation prior to the July 1 eligibility date except in the case of an emergency, and with the approval of the Superintendent of Schools or his/her designee, upon timely application.
9. Vacation usage is encouraged to be taken in the ensuing vacation year. However, any unused vacation days that have not been used prior to June 30th will be automatically carried over and added to the employee's new allotment of vacation days given on July 1st. The carried over vacation days must be used on or before December 31st or paid out on the following January 31st if the employee had previously been denied the use of vacation time due to operational needs. Any such unused vacation time, however, may not be combined with the employee's current vacation if, at the discretion of the Superintendent or designee, such combination of vacations would impair or adversely affect the efficiency and effectiveness of the operations of the District.

10. In the case of death of an employee, compensation for any unused vacation shall be payable to the estate of the deceased.

B. Ten-Month Personnel (hired prior to February 5, 1985)

1. For purposes of uniformity, it shall be assumed that the days of school recess over and above the holiday schedule granted to all Office Personnel constitute the equivalent of two (2) weeks' vacation for any employee in this category. All employees who are employed on a basis other than twelve (12) months shall have the same holiday schedule as that enjoyed by teaching personnel.
2. In addition to the above, employees who have completed seventeen (17) years or more of continuous service on July 1 shall be entitled to a yearly vacation of four (4) working days. Unused vacation days shall be added to the last paycheck of the school year.
3. The employee's request for vacation will be submitted, in writing, to his/her Immediate Supervisor for approval and must then be authorized by the Superintendent of Schools or his/her designated representative.
4. For purposes of this section, yearly vacation may be taken in days, with paid time off during the school year or, if desired, upon written request and on approval of the Personnel Department, employment may be extended for the number of allowable vacation days beyond the normal appointment year ending June 30.
5. Any unused vacation time may be taken during the four (4) months immediately following the close of the vacation year, but only upon written request by the employee and subsequent approval by the Superintendent or his/her designee. Any such unused vacation time, however, may not be combined with the employee's current vacation if, at the discretion of the Superintendent or his/her designee, such combination of vacations would impair or adversely affect, the efficiency and effectiveness of the operations of the District. The written request for approval to utilize this unused vacation must be submitted at least twenty (20) working days prior to the commencement of the employee's vacation. If these unused vacation credits are not used during the said four (4) month period specified above, such unused vacation is lost.
6. Should an employee be called back to work during his/her vacation, he/she shall be credited with additional vacation days equal to the number of days lost by his/her early return to work.
7. At termination of employment, any earned vacation time shall be paid to any employee by the District at the discretion of the Superintendent of Schools subject, however, to the provisions of Article 7, Paragraph I relating to the two (2) weeks' notice required at termination of employment.

8. No employee shall take vacation prior to the time that the vacation benefits become determined and earned, namely, the July 1 eligibility date, except in the case of emergency and with the approval of the Superintendent of Schools or his/her designee, upon timely application.

C. Ten-Month Personnel (hired after February 5, 1985)

1. The vacation year shall be July 1 to June 30. July 1 shall be the eligibility date for determination of vacation benefits. References to “year” or “yearly” below, shall mean the vacation year. Employees who are hired after July 1 of the initial employment year, and who have been continuously employed on July 1 of the next vacation year, shall be entitled to a prorated vacation allowance which would be 5/6 of the vacation allowance received by twelve-month employees in accordance with the following schedule:

<u>Employees Hired In</u>	<u>Days</u>
July	8 ½
August	7 ½
September	7
October	6
November	6
December	5
January	4
February	3
March	2 ½
April	2
May	2
June	1

“Continuously employed” shall mean continuous uninterrupted service with the District since last date of hire. Prior service in other Units within the District shall be credited on a pro rata basis, with less than six and one-half (6 ½) hours per day to equal one-half (1/2) time for computation purposes and three (3) hours or less per day to equal zero (0) time. (Example: Bus Aide works four (4) hours per day for six (6) years and then transfers to Unit 9; obtains three (3) years of credit for vacation eligibility.)

2. New employees wishing to work the additional school recess days not covered by vacation entitlement would be able to work at a site determined by the building administrator with the approval of the Personnel Department.
3. Employees who have completed one (1) full year of eligibility on July 1 shall be entitled to a yearly vacation of 8 ½ working days. This vacation must be taken during school recesses.

4. Employees who have completed five (5) full years of eligibility on July 1 shall be entitled to a yearly vacation of twelve (12) working days. This vacation must be taken during school recesses. If the school recess days are less than the employee's vacation entitlement, the employee will receive pay equivalent for the extra day(s) and it will be added to the last paycheck of the school year. Vacation time earned must be used during recess period and cannot be accrued. No employee will lose pay for any vacation days that are not used.
5. In addition to the above, ten-month school secretaries, after seventeen (17) years or more of continuous service, will be entitled to the equivalent of four (4) days of pay to be added to the last paycheck of the school year.
6. The employee's request for vacation will be submitted, in writing, to his/her Immediate Supervisor for approval and must then be authorized by the Superintendent of Schools or his/her designated representative.
7. Should an employee be called back to work during his/her vacation, he/she shall be credited with additional vacation days equal to the number of days lost by his/her early return to work.
8. At termination of employment, any earned vacation time shall be paid to any employee by the District at the discretion of the Superintendent of Schools subject, however, to the provisions of Article 7, Paragraph I relating to the two (2) weeks' notice required at termination of employment.
9. No employee shall take vacation prior to the time that the vacation benefits become determined and earned, namely, the July 1 eligibility date, except in the case of emergency and with the approval of the Superintendent of Schools or his/her designee, upon timely application.

ARTICLE 17 JOB SECURITY

- A. All new employees hired will serve a probationary period of one (1) year in title, and all existing employees appointed to a new job title will serve a probationary period of six (6) months.
- B. It is agreed that probationary employees can be discharged solely at the discretion of the District and shall not have the right to seek relief to the grievance and arbitration procedure of this Agreement.
- C. **Layoff, Bumping, and Recall**
 1. When conditions make it necessary to reduce the Bargaining Unit by means of temporary and/or permanent layoff, the determination as to which jobs and individuals are to be eliminated shall be within the sole discretion of the

Superintendent or his/her designee. In making such a determination, seniority shall be the determining factor if such factors as abilities, qualifications, special training, experience in required tasks, performance on the job, and evaluation reports are equal. Seniority shall be defined as length of continuous employment within the Bargaining Unit since last date of hire. Part-time employees will receive pro rata seniority for purpose of bumping.

2. For layoff purposes in the non-competitive class/labor class, the employee with the least title seniority shall be the first to be laid off until the total number of employees required to reduce the work force within that particular title shall be established. Having exhausted his/her seniority in his/her current title, the laid off employee shall exercise his/her seniority to bump an employee with less seniority than he/she in a lower job title in the Bargaining Unit. This policy is not intended to remove any rights afforded by Civil Service Law and is intended for use in the non-competitive and labor classes. Employees must meet minimum qualifications as per Civil Service requirements in order to bump into a position.
3. Recalls shall be in the inverse order of layoffs. Competitive employees shall be laid off and recalled in accordance with the applicable provisions of the Civil Service Law and shall have the same bumping privileges as non-competitive employees under this Agreement.

ARTICLE 18 PROMOTIONS AND TRANSFERS

- A. All other factors being equal, employees with the longest seniority shall be promoted to higher rate jobs when such openings occur, in full accordance with State Civil Service Law and the Rules and Regulations of the Onondaga County Department of Personnel.
- B. It is agreed that when an opening does occur, the District shall post and advertise the position so that each eligible employee shall have an equal opportunity to compete.

Whenever practicable, promotion or transfer shall be made from within the Bargaining Unit based on the following procedures.

1. Promotion or transfer requests on file in the same area level will be given first consideration.
2. Promotion consideration from the promotional lists.
3. Promotion from the open competitive list (Civil Service Law).
4. Transfer requests from employees in a lower position who have not qualified on either the promotional or open competitive lists, if the employee is qualified for provisional appointment.

This shall not be construed to limit the District's management rights under Civil Service Rules and Regulations or any other state or local statute.

- C. In the event of a promotional vacancy, if no eligible list of District clerical employees in that job class exists, a promotional examination will be open to all qualified clerical employees presently employed by the District.
- D. Specific requirements for eligibility to register and take a promotional exam will be dependent upon the position specifications and particular responsibilities and will be listed in the announcement for the promotional examination.
- E. As a result of the promotional examination, if three or more employees take the examination, an eligible list will be established with the names of successful candidates listed in order of attainment on the examination. The Superintendent of Schools shall then consider for the promotional vacancy those three (3) candidates ranking highest on the examination, and so certified by the Onondaga County Department of Personnel.
- F. Non-teaching personnel interested in being considered for transfer or promotion to a higher title or class should file a copy of the “Request for Transfer and/or Promotion” form with the Director of Personnel Services and send a copy of same to the Supervisor and to the Personnel Aide in the Personnel Department.

In filing a request for transfer or promotion, the following should be clearly understood:

1. Transfer and promotion requests will not be considered unless the individual is performing adequately in his/her present assignment.
2. Transfer and promotion requests must bear the signature of the supervisor of the building where the individual is assigned. The supervisor’s signature will not indicate either approval or disapproval of a request, but will serve as his/her acknowledgment that such a request has been made.
3. The District will not conduct a canvass of staff for transfers and/or promotion, but will consider only those who have filed a letter of request.
4. Seniority is only one of the factors to be considered for transfer or promotion.
5. The final decision for transfer and/or promotion rests with the District.
6. Individuals must meet all Civil Service requirements for transfer or promotion to the position requested.
7. Individuals will be permitted one general transfer request, and, upon declination of one such opportunity, all future requests must be for a specific location.
8. The District reserves the right to transfer or promote any staff member, at any time, in the best interests of the school system.

**ARTICLE 19
COUNSELING**

Counseling is an effort on the part of a supervisor to provide to an employee, positively or negatively, significant feedback regarding on-the-job activity. It is meant to be a positive communication device, clarifying what has occurred and what is expected. Counseling is not disciplinary, having constructive goals, such as assisting in employee development, or teaching or modifying behavior. It involves face-to-face contact and out of respect to the employee and the process, must be conducted in private. However, if the supervisor and employee agree, a CSEA representative may be present.

Counseling is not viewed as a routine matter. When contemplating the issuance of a follow-up memo, supervisors should consider if that level of normal response is necessary or appropriate. Not all incidents require counseling; not all counseling requires the issuance of a memo. Consideration of this action may be appropriate for discussion with higher levels of supervision and/or the Personnel Department. If such a memo is issued to an employee, it must accurately describe the discussion and clearly establish expectations for the future. A sample Counseling Memo and Form for preparing a Counseling Memo are found in Appendix E. Overall, counseling is viewed as a supportive supervisory means of communication with employees. Should a Counseling Memo be issued, the employee will have the right to respond in accordance with Article 7 Section H.

**ARTICLE 20
GRIEVANCE AND ARBITRATION PROCEDURE
(NON-DISCIPLINARY MATTERS)**

- A. For the purpose of this Agreement, a grievance shall be defined as a dispute or controversy between an individual covered by this Agreement and the District arising out of the application or interpretation of the express terms of this Agreement. It is expressly understood and agreed by the parties that the grievance and arbitration procedure provided for in this Agreement does not apply to, and is not intended as a substitute or an alternative for, any action permitted or required by the District or the CSEA under any article of the State Civil Service Law or Rules; for the purpose of this Agreement, with the exception of the above qualification, any and all employees shall come under the provisions of this Article unless it is expressly and specifically abridged or modified in this Agreement.

For disciplinary matters, see expedited procedure contained in Article 21 Disciplining and Dismissals.

- B. 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. However, in the event any such employee elects to invoke such alternative statutory relief, such election shall be considered to be 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 (4) Article 16 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.

- C. In the event that a number of grievances arise which contain a common question of fact, they may be consolidated into one grievance on the motion of the Board of Education, the Superintendent, or the CSEA, and processed as one grievance, except where such consolidation may prejudice the rights of any party.
- D. The District agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance, and the CSEA agrees that it will not bring to arbitration any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.
- E. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. There shall be no extra pay for time spent in preparation and processing of a grievance during non-work hours.
- F. Each employee within the Bargaining Unit shall have the right to present his/her grievance in accordance with the provisions provided herein, free from interference, restraint, discrimination, or coercion, and shall have the right to be represented by the CSEA.

G. Procedure

1. Stage One

Any employee who believes he/she has a justifiable grievance shall discuss the matter with his/her supervisor, with or without a CSEA representative present, in an attempt to settle the same within ten (10) calendar days after the grievance occurs. However, any such employee may, instead, if he/she so desires, report the matter to the CSEA Unit President, or designee, who shall take it up with the employee's supervisor in a sincere effort to resolve the problem within said ten (10) calendar day period. If the employee desires, he/she may be present during this discussion. If the supervisor, the employee, or the CSEA representative feels the need for aid in arriving at an equitable solution, they may discuss with or, if advisable, invite such additional District or CSEA representatives as may be necessary and available, but such additional participants, whether actually present or consulted, shall not relieve the supervisor, the employee, or the CSEA representative from responsibility for solving the problem. Within ten (10) calendar days after the oral presentation of the problem to him/her, the supervisor shall communicate, on an oral basis, his/her decision to the employee and/or to the CSEA representative, if he/she was designated to represent the employee. The foregoing procedure, if followed in good faith by both parties, should lead to a fair and speedy solution of most of the complaints arising out of the normal operation of the District. If, however, a complaint or problem is not resolved

satisfactorily in Stage One, it can be presented in writing and processed in Stage Two.

2. Stage Two

- a. If a satisfactory adjustment is not reached in Stage One, the grievance shall be reduced to writing and shall be served upon the Superintendent or his/her designee within ten (10) calendar days. The designated representative of the School Superintendent, for purposes of this Article, shall exercise the full authority of the Superintendent. The written grievance shall contain statements relating to the specific nature of the grievance and the facts surrounding it.
- b. The Superintendent, or designee, will hold an informal meeting within ten (10) calendar days, upon receiving a Stage 2 written grievance.
- c. The Superintendent, or designee, shall answer the grievance in writing, and within ten (10) calendar days after the informal hearing has been held.

3. Stage Three

- a. In the event that a grievance is unresolved, or not timely answered at Stage 2, the CSEA may, within fifteen (15) calendar days, appeal the grievance to arbitration. The Public Employment Relations Board (PERB) will be utilized for selecting an arbitrator.
- b. The expense of arbitration shall be shared equally by the District and the CSEA. All other expenses incurred shall be paid by the party incurring them. The decision of the arbitrator shall be final and binding to the parties of this Agreement. The arbitrator shall, when making said decision, have no power to add to, subtract from, or modify the specific provisions of this Agreement.
- c. Awards may not be retroactive beyond thirty (30) calendar days prior to the initiation of the alleged grievance at Stage One with the District, or prior to the date the grievant became aware, or should have become aware, of the event constituting the grievance.

- H.** All regular part-time employees working thirty-two (32) hours per week or more shall have the right to employ the grievance procedure to determine if their positions should be classified as a Civil Service competitive position. This part of the grievance procedure may be applied only if the employee has completed one (1) year of service as a regular part-time employee and has received a negative decision in his/her attempt to resolve the situation with the Superintendent or his/her designee. This procedure must be initiated within thirty (30) calendar days of the Superintendent's decision.

ARTICLE 21
DISCIPLINING AND DISMISSALS

A. General Statement

Employees are dismissed only as a last resort. In the selection of new employees, people are chosen whose training, experience, and personal qualities best fit them for the requirements of the position to be filled. Employees are also chosen who, through personal behavior, temperament, attitudes, and ideals, will fit into the public school system family of employees.

B. Temporary Employees (as defined by Section 64 of Civil Service Law)

In the event that it becomes necessary for the Superintendent of Schools to question the services or activities of a temporary employee, no limitations as to termination of services, such as those provided for permanent employees under the Civil Service Rules and Regulations, are required. A temporary employee may be terminated at any time by the appointing officer, without the necessity of showing cause for such termination. It is agreed that any employee, as defined above, shall not have the right to seek relief pursuant to the grievance and arbitration procedure of this Agreement.

C. Applicability

This disciplinary procedure shall apply to all employees, except temporary and newly hired probationary employees, and this procedure is in lieu of Civil Service Law, Section 75, Section 76, and Section 77.

D. Employee Rights

1. An employee shall be informed that he/she is entitled to representation by the CSEA at each step of the disciplinary procedure.
2. No recording device or stenographic or other record shall be used during any disciplinary interview unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, and a copy furnished to the Unit President or his/her designee.
3. The burden of proof on all disciplinary matters shall be upon the employer and the employee shall not be required to prove his/her innocence.
4. Resignation An employee may tender his/her resignation following the service of a Notice of Discipline. Any such resignation will be processed in accordance with Civil Service Law and Rules and the employee's services terminated. Resignation does not preclude either the filing of a Notice of Discipline or the prosecution of a Notice of Discipline.

5. Limitations An employee shall not be disciplined for acts or omissions, except those which would constitute a crime, which occurred more than two (2) years prior to the Notice of Discipline. However, an employee's past record may be considered by the arbitrator in determining the penalty, if any, to be imposed.

E. Employer Rights

1. Investigation Nothing in this Agreement shall prevent or limit management's authority to investigate an incident which may result in the service of a Notice of Discipline upon an employee. Neither shall management be limited with respect to questioning any employee, with representation if he/she chooses, concerning events or claims which might lead to disciplinary action. Subsequent to the service of a Notice of Discipline, investigatory activities of management involving direct questioning of the employee served shall cease.
2. Right to Discipline/Discharge
 - a. Discipline may be imposed for insubordination, immoral character, inefficiency, incompetence, neglect of duty, or misconduct. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a description of the acts of omissions alleged to be evidence or misconduct or incompetence, including reference to dates, times, and places if known at that time.
 - b. Where the appointing authority or his designee seeks as a penalty a written reprimand, the imposition of suspension without pay, a fine, demotion, or dismissal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested. The Unit President, or his/her designee, will receive copies of all Notices of Discipline.

F. Expedited Resolution of Disciplinary/Discharge Cases

1. Notice of Discipline served on the employee shall be accompanied by a written statement that:
 - a. The employee has a right to object by filing a grievance with the Superintendent or his/her designee, under the expedited procedure within fifteen (15) calendar days;
 - b. The grievance procedure provides for a hearing by an independent arbitrator at its final step;
 - c. The employee is entitled to representation by the CSEA at every step of the proceeding.

2. A Notice of Discipline may be the subject of a grievance before the Superintendent or his/her designee. The grievance must be filed by the employee with the Superintendent or his/her designee within fifteen (15) calendar days of the Notice of Discipline. The employee shall be entitled to a meeting before the Superintendent or his/her designee within fifteen (15) calendar days of the receipt of the grievance, and a written decision shall be rendered within fifteen (15) calendar days of such meeting and shall be delivered in person or by certified or registered mail, return receipt requested.

If the Superintendent or his/her designee fails to respond within fifteen (15) calendar days from such meeting, the CSEA has the right to proceed directly to arbitration.

Such demand for arbitration must be made within fifteen (15) calendar days of the adverse determination, or the grievance is deemed to be waived. The demand for arbitration must be filed with the Superintendent of Schools or his/her designee.

3. The parties will utilize the Public Employment Relations Board (PERB) list of permanent arbitrators to decide unresolved grievances brought under this procedure. From such PERB supplied list, the parties shall mutually pick an arbitrator to adjudicate the specific grievance.
4. The arbitrator's decision with respect to guilt or innocence, penalty or probable cause for suspension shall be final and binding upon the parties.
5. Progressive Discipline The arbitrator shall also have the right to determine whether the policy of progressive discipline is applicable to the matter and, if so, whether such policy was followed by the employer. Progressive discipline shall be understood to mean the prior implementation of oral warnings and/or written reprimands and/or the imposition of lesser penalties.
6. In no event may an employee be suspended without pay for more than fifty (50) calendar days prior to the arbitrator's decision unless it is established that the delay beyond fifty (50) calendar days has been caused by the employee.
7. Choice of Remedy If any employee eligible for protection under this Article elects to challenge dismissal or other disciplinary action in a manner or agency other than this expedited grievance procedure, he/she waives the right to invoke the procedures for recourse set forth under this Article.

ARTICLE 22
RECLASSIFICATION

- A.** Action may be initiated for investigation and analysis of any position in the defined Bargaining Unit for reclassification by the Onondaga County Department of Personnel in the following ways:
1. Request of the employee
 2. Request of the Superintendent of Schools
 3. Prerogative of the Onondaga County Department of Personnel
- B.** The only basis for reclassification is the actual duties and responsibilities pertaining to the job. Excellence in the performance of duties or length of service have no bearing whatsoever upon job classification.
- C.** The Onondaga County Department of Personnel shall give reasonable notice, in writing, of any proposal or application for change in classification to the Superintendent of Schools and to the employee or employees affected thereby. The Onondaga County Department of Personnel shall determine the proper classification for the position and all employees concerned shall be notified as to their decision by the District Personnel Department.
- D.** No employee, either by classification or reclassification, change of title, or otherwise, shall be promoted, transferred, suspended, or reinstated, except in accordance with the provisions of the Civil Service Law.
- E.** **Procedure**
1. “Reclassification” and “classification” shall mean and refer to position classification and jurisdictional classification. Position classification shall mean a grouping together under common and descriptive titles of positions that are substantially similar in the essential character, scope of their duties and responsibilities, and in the qualification requirements therefore. Jurisdictional classification shall mean the assignment of positions in the classified service to the competitive, non-competitive, exempt, or labor classes.
 2. “Personnel Officer” shall mean the designated representative of the District who shall have the authority to handle reclassification issues as it pertains to the terms and conditions of this Article.
 3. The parties to the Agreement endorse the spirit and intent of Section 61, Subdivision 2, of the Civil Service Law, which provides, except in temporary cases of emergencies, a prohibition against continued “out-of-title” work.

4. Step One

- a. Any employee who sincerely believes he/she is continually performing “out-of-title” work shall discuss the matter with his/her Immediate Supervisor who shall investigate the matter fully and compare the work the employee is actually performing with the given job specification. For the purpose of resolving the matter at the lowest level, the District shall assist the supervisor as much as possible by supplying him/her with any necessary data. If either the supervisor or the employee feels the need for aid in arriving at any equitable solution, they should discuss with and, if advisable, invite such additional District representatives as may be necessary and available to resolve the problem. Within five (5) days after the oral presentation of the problem to him/her, the supervisor shall communicate, orally, his/her decision to the employee.
- b. In the event the District decides in the employee’s favor, the District shall, in cooperation with the employee, prepare the necessary materials to reclassify the position within the District and submit this material to the Onondaga County Department of Personnel. In the event that the position is reclassified by the Onondaga County Department of Personnel, the employee will be required to fulfill any examination requirements imposed under Civil Service Law.
- c. However, if a problem is not satisfactorily resolved in Step One of this Article, it can be presented, in writing, and processed in Step Two.

5. Step Two

- a. If an employee involved in a reclassification dispute is not satisfied with the decision rendered in Step One, he/she and/or a CSEA representative may, within ten (10) days thereafter, request a review and determination of the problem by the Personnel Officer of the District. The appeal to the Personnel Officer shall be in writing and shall contain statements relating to the specific nature of the work the employee is actually performing and supportive data relative to the formal job description. Any other supportive data, such as formal job specifications in which the employee believes the position ought to be classified, shall also be introduced, in writing, to make the hearing more meaningful.
- b. An informal meeting of the Personnel Officer and the employee shall be held fifteen (15) days after the Personnel Officer has received copies of the above data.
- c. Within ten (10) days after the close of the informal hearing, the Personnel Officer shall inform the employee, on a written basis, of his/her decision.

- d. In the event the Personnel Officer decides in the employee's favor, the Personnel Officer shall, in cooperation with the employee, prepare the necessary material to reclassify the position within the District and submit this material to the Onondaga County Department of Personnel.
 - e. In the event that the position is reclassified by the Onondaga County Department of Personnel, the employee will be required to fulfill any examination requirements imposed under Civil Service Law.
6. Step Three

If the reclassification dispute is not resolved to the employee's satisfaction, pursuant to Step Two of this Article, the employee shall have the right to pursue the matter on his/her own initiative, pursuant to law.

ARTICLE 23 TUITION/STAFF DEVELOPMENT TRAINING

A. Career Ladder – Graduate and Undergraduate Study

Employees eligible for this program must be accepted in a District approved program in order to qualify for the following benefits with the approval of the Unit 9 CSEA President:

- 1. Employees working thirty two and one half (32.5) hours or more per week will be eligible to receive up to twelve (12) hours of paid tuition per calendar year at the State University of New York or New York State Community College tuition rates. The maximum number of hours paid by the District by all provisions of this contract will not exceed twelve (12) hours.
- 2. Tuition costs will be directly paid by the District to the State University or New York State Community College as long as a C average is maintained. If a B 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 B average is again attained.
- 3. Career guidance and assistance will be provided to enrolled employees through the District's Personnel Department EAP Coordinator.
- 4. Total cost to the District shall not exceed ten thousand (\$10,000) dollars, per fiscal year (July 1 through June 30), each year of the Agreement, under all tuition cost plans included in the Agreement.

B. Tuition Reimbursement

The District shall reimburse employees for incurred tuition (only) costs for 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:

- a. Any course taken must be within job related subject areas and approval must be given in advance by the Personnel Department.
- b. The course must require a minimum of thirty (30) clock hours of attendance.
- c. Satisfactory completion equals at least a grade of B.
- d. 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. Part-time employees working twenty (20) hours or more, but less than thirty two and one half (32.5) hours will be entitled to pro-rated benefits under this Article at half level. Employees working less than twenty (20) hours per week are not entitled to the benefits under this Article.

D. Labor-Management Committee

The District and CSEA agree to a joint Labor-Management Committee for the purpose of providing communication, discussion, and resolution of issues affecting the District and the CSEA. The Committee shall be composed of no more than five (5) District representatives appointed by the Superintendent and no more than five (5) CSEA representatives appointed by the Unit President. The Committee shall meet upon the request of either party, but with no fewer than four (4) meetings during the school year, July through June.

**ARTICLE 24
CERTIFICATION AND ELIGIBLE LISTS**

A. General Statement

Appointment to all positions in the competitive class that are not filled by reinstatement, transfer, or demotion under the rules, as they apply, will be made by the selection of one (1) of three (3) persons who are willing to accept and who are graded highest on the appropriate eligible list.

B. Eligible Lists

1. An eligible list may be deemed exhausted when it contains less than three (3) eligibles willing to accept appointment. The duration of all eligible lists shall be

fixed by the Onondaga County Department of Personnel, but shall neither be less than one (1) nor more than four (4) years.

2. When there remains on an eligible list less than three (3) names before the expiration of one (1) year from the time it was established, a new list for the same position may be established, provided that the names of the eligibles on the exhausted list be combined with the names on the new list according to original final average rating and such persons will be eligible for certification and appointment for the remainder of the one (1) year term of the original list.

C. New Examinations

Whenever a person on an eligible list enters a new examination for the same position within the term of his/her eligibility, his/her eligibility on the former examination ceases from the date of the establishment of the new eligible list, and he/she shall be credited with the rating and relative position attained on the new examination.

D. New Lists

An eligible list which has been in force for longer than one (1) year may be terminated upon the establishment of a new list of eligibles for the same position.

- E. The foregoing preparation of eligibility lists and examinations conducted hereunder shall be in accordance with Rule 11 and Rule 12 of the Civil Service Rules for Classified Service.

**ARTICLE 25
CLASSIFICATION OF SERVICE**

A. General Statement

The Civil Service, which includes all offices and positions of employment in the service of the District, is divided into the unclassified service and the classified service.

B. Unclassified Service

The Unclassified Service includes those persons who are elected, appointed by name in statute, heads of governmental departments, and certificated personnel of the District.

C. Classified Service

The Classified Service comprises all positions not in the Unclassified Service, and is arranged in three (3) classes; the Exempt Class, the Non-Competitive Class, and the Competitive Class.

1. Exempt Class The following clerical positions in the District are included in the Exempt Class: Clerk to the Board of Education; and Secretary to the Superintendent. Appointment to the positions in the exempt class may be made without examination. Notification of such appointments shall be made to the Onondaga County Department of Personnel for entry upon the official roster.
2. Non-Competitive Class The Non-Competitive Class shall include positions in the Classified Service for which it is practicable to determine merit and fitness by a qualifying examination, but impracticable to determine relative merit and fitness by a competitive examination. The specific features of this class are defined by the Onondaga County Department of Personnel in its rules and regulations.
3. Competitive Class The Competitive Class includes all positions in the Classified Service not specifically listed in the Onondaga County Department of Personnel Rules and Regulations as being in the Exempt, Non-Competitive, or Labor Class.

ARTICLE 26 CONFIDENTIAL INFORMATION

A. General Statement

Nearly every clerical 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. Damage the lives of boys and girls.
2. Cause unnecessary embarrassment to boys and girls, as well as their families.
3. Violate State, Local, or Federal Law in regard to such information.

B. 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.

C. Violations

Any clerical employee who deliberately releases to unauthorized persons information which he/she has been told, or which, through office practice, any reasonable person would know is confidential, may be subject to dismissal at the discretion of the Superintendent of Schools, and under the Onondaga County Department of Personnel Rules and Regulations, as they apply.

ARTICLE 27
GENERAL CONSIDERATIONS

- A.** It is agreed that any and all the benefits employees had prior to entering this Agreement shall be retained unless it is expressly and specifically abridged, modified, delegated, or granted within this Agreement.
- B.** If negotiating sessions between the District and the CSEA are scheduled during a school day by mutual agreement, representatives, not to exceed eight (8), will be relieved from all regular duties without loss of pay, as necessary, in order to permit their participating in such meetings. A building representative, member of the Grievance Committee, or other representative designated by an aggrieved employee to attend a grievance hearing during a school day will be released without loss of pay, as necessary, to permit participation in a formal grievance proceeding. A substitute employee will be assigned, when possible and necessary, to cover all duties of the said employee. The aggrieved employee and any other employee appearing in a grievance hearing as a witness will be accorded the same right.
- C.** In the event that any article or section of this Agreement shall be determined by a court of competent jurisdiction to be null, void, or unenforceable, such decision shall not affect any of the other provisions of this Agreement, which shall continue in full force and effect.
- D.** It is agreed that the cost of reproducing this contract will be paid for by the District. A copy of this contract shall be furnished to each employee in this Unit by the District and all new employees shall be furnished with a copy of this Agreement after the final draft has been signed by both parties and returned from printing.
- E.** 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 28
LENGTH OF AGREEMENT**

- A. Neither party to this Agreement shall make or attempt to make any alterations, modifications, changes, or variations of any of the items expressly and specifically covered by this Agreement, except those that are made by mutual agreement, signed, and appended thereto.

- B. This Agreement shall become effective July 1, 2012 and shall terminate at the close of business June 30, 2014.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____ 2014.

**Civil Service Employees Association, Inc.
Local 1000 AFSCME, AFL-CIO**

**Board of Education
Syracuse City School District**

Richard Britton, Labor Relations Specialist

Sharon Contreras, Superintendent

Laury Willoughby, President
CSEA Unit 9 Office Personnel

CSEA Negotiations Committee

Susan Tanner
Jennette Wallace
MaryAlice Walrath

District Negotiations Committee

Kim Bradley
David Delaney
Thomas Ferrara
Michael Sorrell
Lisa Wade

APPENDIX "A"

HEALTH INSURANCE RATES
Rates change September 1st

July 1, 2012-June 30, 2014 Employee Contribution
Individual PER \$6,449 Family PER \$16,506

Salary	Level	%	Annual		Per Check*	
			Ind.	Family	Ind.	Family
≤\$42,052	1	10	644.90	1650.60	26.87	68.78
>\$42,052	2	15	967.35	2475.90	40.31	103.16
>\$60,000	3	18	1160.82	2971.08	48.37	123.80
>\$80,000	4	20	1289.80	3301.20	53.74	137.55
>\$100,000	5	25	1612.25	4126.50	67.18	171.94

*Based on 24 checks per year.

Based on the Premium Equivalent Rate as referenced in this Appendix "A"

APPENDIX "B"

July 1, 2012 Salary

July 1, 2012 Salary						
		10 Month Annual Salary			12 Month Annual Salary	
		32.5 Hrs	35 Hrs	40 Hrs	32.5 Hrs	40 Hrs
Grade 2	Step					
Typist I	1	19,898	21,337	24,410	23,818	29,224
Information Aide	2	20,444	21,919	25,076	24,465	30,023
	3	21,459	23,003	26,329	25,680	31,516
	4	23,348	25,037	28,657	27,957	34,312
	5	25,652	27,508	31,483	30,714	37,717
Grade 3	Step					
Office Machine Operator	1	20,736	22,235	25,442	24,821	30,460
Stock Attendant	2	21,175	22,709	25,984	25,341	31,104
	3	22,196	23,791	27,224	26,558	32,602
	4	24,117	25,865	29,597	28,874	35,445
	5	26,454	28,375	32,483	31,684	38,902
Grade 4	Step					
Account Clerk I	1	21,368	22,907	26,211	25,572	31,386
Budget Aide	2	21,911	23,494	26,887	26,220	32,186
Control Clerk	3	22,927	24,578	28,131	27,350	33,679
	4	24,880	26,680	30,538	29,786	36,568
	5	27,268	29,247	33,471	32,655	40,102
Grade 5	Step					
Account Clerk Typist I	1	22,097	23,698	27,114	26,446	32,469
Attendance Assistant	2	22,635	24,277	27,787	27,100	33,266
Duplicating Machine Operator I	3	23,658	25,366	29,033	28,318	34,764
Nationality Worker	4	25,637	27,498	31,471	30,694	37,695
Stenographer I	5	28,074	30,112	34,470	33,625	41,289
Stock Clerk						
Typist II						
Word Processing Machine Operator						
Grade 6	Step					
Account Clerk II	1	22,828	24,472	28,009	27,319	33,542
Account Clerk Typist II	2	23,377	25,064	28,694	27,985	34,348
Duplicating Machine Operator II	3	24,386	26,151	29,936	29,197	35,845
Records Preservation Supervisor	4	26,396	28,315	32,415	31,614	38,815
	5	28,885	30,981	35,471	34,595	42,488
Grade 7	Step					
	1	23,564	25,266	28,924	28,213	34,634
	2	24,116	25,863	29,597	28,871	35,443
	3	25,127	26,944	30,844	30,086	36,931
	4	27,168	29,134	33,355	32,536	39,956
	5	29,694	31,846	36,467	35,566	43,684

APPENDIX "B"

July 1, 2012 Salary						
		10 Month Annual Salary			12 Month Annual Salary	
		32.5 Hrs	35 Hrs	40 Hrs	32.5 Hrs	40 Hrs
Grade 8	Step					
Stenographer II	1	24,249	26,000	29,760	29,026	35,639
Data Ctr Help Desk Operator	2	24,844	26,643	30,495	29,745	36,525
	3	25,865	27,726	31,743	30,968	38,016
	4	27,933	29,957	34,292	33,446	41,076
	5	30,504	32,718	37,462	36,532	44,879
Grade 9	Step					
Account Clerk III	1	24,931	26,731	30,598	29,845	36,642
Buyer I	2	25,576	27,431	31,396	30,622	37,605
	3	26,593	28,518	32,650	31,842	39,098
	4	28,696	30,778	35,228	34,363	42,204
	5	31,315	33,592	38,455	37,504	46,075
Grade 10	Step					
Building Systems Analyst	1	27,363	29,353	33,601	32,777	40,245
Graphics Technician	2	27,416	29,404	33,663	32,834	40,320
Payroll Clerk	3	28,429	30,486	35,027	34,043	41,815
Pupil Transportation Analyst	4	30,601	32,831	37,582	36,658	45,027
Publications Aide	5	33,494	35,924	41,144	40,124	49,290
Grade 11	Step					
Budget Analyst I	1	28,469	30,527	34,950	34,094	41,869
Console Operator	2	28,518	30,583	35,016	34,148	41,941
Storekeeper	3	29,529	31,666	36,260	35,368	43,436
Stenographer III	4	31,747	34,048	38,988	38,029	46,705
	5	34,703	37,225	42,630	41,576	51,088

APPENDIX “B”

2012		10 Month Annual Salary		12 Month Annual Salary	
		32.5 Hrs		32.5 Hrs	40 Hrs
Ungraded A	Step				
Accountant I	1				48,007
Auditor I	2				56,986
Employee Insurance Representative					
Ungraded B	Step				
Grants Procurement Specialist	1	33,060			48,973
	2	39,274			58,183
	3	45,109			66,827
Ungraded C	Step				
Accountant II	1				58,471
	2				66,862
Ungraded D	Step				
Budget Analyst II	1				45,172
	2				54,065
	3				61,923
Ungraded E	Step				
Accountant III	1				68,934
Auditor III	2				76,736
Budget Analyst III					
Ungraded F	Step				
Buyer II	1				44,574
	2				50,153
Ungraded G	Step				
Programmer I	1				47,394
	2				51,178
	3				53,215
	4				57,346
Ungraded H	Step				
Programmer II	1				56,475
	2				59,001
	3				63,132
Ungraded I	Step				
Programmer Analyst	1				65,815
	2				69,942
Ungraded J	Step				
System Analyst	1				65,181
	2				68,957
	3				72,634
	4				76,760
Ungraded K	Step				
System Analyst Designer	1				69,577
Senior System Programmer	2				75,939
Ungraded L	Step				
Senior Nationality Worker	1	26,911		32,334	
	2	33,025		39,707	

APPENDIX “C”

January 1, 2014 Salary							
		10 Month Annual Salary			12 Month Annual Salary		
		32.5 Hrs	35 Hrs	40 Hrs	32.5 Hrs	35 Hrs	40 Hrs
Grade 2	Step						
	1	20,296	21,764	24,898	24,294	26,123	29,808
Braille Transcriber	2	20,853	22,357	25,578	24,954	26,835	30,623
Guard	3	21,888	23,463	26,856	26,194	28,168	32,146
Information Aide	4	23,815	25,538	29,230	28,516	30,666	34,998
Programmer Trainee	5	26,165	28,058	32,113	31,328	33,700	38,471
Typist I							
Typist I- Spanish Speaking							
Part-Time Typist - \$ 12.69							
Grade 3	Step						
	1	21,151	22,680	25,951	25,317		31,069
Office Machine Operator	2	21,599	23,163	26,504	25,848		31,726
Stock Attendant	3	22,640	24,267	27,768	27,089		33,254
	4	24,599	26,382	30,189	29,451		36,154
	5	26,983	28,943	33,133	32,318		39,680
Grade 4	Step						
	1	21,795	23,365	26,735	26,083		32,014
Account Clerk I	2	22,349	23,964	27,425	26,744		32,830
Budget Aide	3	23,386	25,070	28,694	27,897		34,353
Control Clerk	4	25,378	27,214	31,149	30,382		37,299
	5	27,813	29,832	34,140	33,308		40,904
Grade 5	Step						
	1	22,539	24,172	27,656	26,975		33,118
Account Clerk-Typist I	2	23,088	24,763	28,343	27,642		33,931
Attendance Assistant	3	24,131	25,873	29,614	28,884		35,459
Duplicating Mach Operator I	4	26,150	28,048	32,100	31,308		38,449
Nationality Worker	5	28,635	30,714	35,159	34,298		42,115
Purchasing Clerk							
Stock Clerk							
Typist II							
Word Processing Machine Operator							

APPENDIX “C”

January 1, 2014 Salary							
		10 Month Annual Salary			12 Month Annual Salary		
		32.5 Hrs	35 Hrs	40 Hrs	32.5 Hrs	35 Hrs	40 Hrs
Grade 6	Step						
	1	23,285	24,961	28,569	27,865		34,213
Account Clerk II	2	23,845	25,565	29,268	28,545		35,035
Account Clerk-Typist II	3	24,874	26,674	30,535	29,781		36,562
Duplicating Machine Operator II	4	26,924	28,881	33,063	32,246		39,591
Purchasing Contract Clerk	5	29,463	31,601	36,180	35,287		43,338
Systems Training Assistant							
Grade 7	Step						
	1	24,035	25,771	29,502	28,777		35,327
Program Aide	2	24,598	26,380	30,189	29,448		36,152
	3	25,630	27,483	31,461	30,688		37,670
	4	27,711	29,717	34,022	33,187		40,755
	5	30,288	32,483	37,196	36,277		44,558
Grade 8	Step						
	1	24,734	26,520	30,355	29,607		36,352
Data Center Help Desk Operator	2	25,341	27,176	31,105	30,340		37,256
Fingerprinting Technician	3	26,382	28,281	32,378	31,587		38,776
	4	28,492	30,556	34,978	34,115		41,898
	5	31,114	33,372	38,211	37,263		45,777
Grade 9	Step						
	1	25,430	27,266	31,210	30,442		37,375
Account Clerk III	2	26,088	27,980	32,024	31,234		38,357
Buyer I	3	27,125	29,088	33,303	32,479		39,880
Medical Assistant	4	29,270	31,394	35,933	35,050		43,048
	5	31,941	34,264	39,224	38,254		46,997
Grade 10	Step						
	1	27,910	29,940	34,273	33,433		41,050
Building Systems Analyst	2	27,964	29,992	34,336	33,491		41,126
Graphics Technician	3	28,998	31,096	35,728	34,724		42,651
Payroll Clerk	4	31,213	33,488	38,334	37,391		45,928
Publications Aide	5	34,164	36,642	41,967	40,926		50,276
Pupil Transportation Analyst							
Grade 11	Step						
	1	29,038	31,138	35,649	34,776		42,706
Budget Analyst I	2	29,088	31,195	35,716	34,831		42,780
Console Operator	3	30,120	32,299	36,985	36,075		44,305
	4	32,382	34,729	39,768	38,790		47,639
	5	35,397	37,970	43,483	42,408		52,110

APPENDIX “C”

2014		10 Month Annual Salary			12 Month Annual Salary		
		32.5 Hrs	35 Hrs	40 Hrs	32.5 Hrs	35 Hrs	40 Hrs
Ungraded A	Step						
Accountant I	1						48,967
Auditor I	2						58,126
Employee Insurance Representative							
Ungraded B	Step						
Grants Procurement Specialist	1	33,721					49,952
	2	40,059					59,347
	3	46,011					68,164
Ungraded C	Step						
Accountant II	1						59,640
	2						68,199
Ungraded D	Step						
Budget Analyst II	1						46,075
	2						55,146
	3						63,161
Ungraded E	Step						
Accountant III	1						70,313
Auditor III	2						78,271
Budget Analyst III							
Ungraded F	Step						
Buyer II	1						45,465
	2						51,156
Ungraded G	Step						
Junior Systems Administrator	1						48,342
Personnel Specialist	2						52,202
Programmer I	3						54,279
	4						58,493
Ungraded H	Step						
Programmer II	1						57,605
Website Administrator	2						60,181
	3						64,395
Ungraded I	Step						
Programmer Analyst	1						67,131
	2						71,341
Ungraded J	Step						
Enterprise Design Specialist	1						66,485
Information Systems Coordinator	2						70,336
System Analyst	3						74,087
	4						78,295
Ungraded K	Step						
Systems Analyst-Designer	1						70,969
Senior System Programmer	2						77,458
Ungraded L	Step						
Senior Nationality Worker	1	27,449			32,981		39,956
	2	33,686			40,501		49,830

**APPENDIX “D”
LONGEVITY 2012 - 2014**

10 Month Employees					
Years of Service	Days	Hrs Per Day	Total Annual Hrs	Hourly Longevity	Total Longevity
10 Years	216	6.5	1404	\$0.50	\$702.00
15 Years	216	6.5	1404	\$1.00	\$1,404.00
20 Years	216	6.5	1404	\$1.50	\$2,106.00
	Days	Hrs Per Day	Total Annual Hrs	Hourly Longevity	Total Longevity
10 Years	216	7	1512	\$0.50	\$756.00
15 Years	216	7	1512	\$1.00	\$1,512.00
20 Years	216	7	1512	\$1.50	\$2,268.00
	Days	Hrs Per Day	Total Annual Hrs	Hourly Longevity	Total Longevity
10 Years	216	8	1728	\$0.50	\$864.00
15 Years	216	8	1728	\$1.00	\$1,728.00
20 Years	216	8	1728	\$1.50	\$2,592.00
12 Month Employees					
Years of Service	Days	Hrs Per Day	Total Annual Hrs	Hourly Longevity	Total Longevity
10 Years	260	6.5	1690	\$0.50	\$845.00
15 Years	260	6.5	1690	\$1.00	\$1,690.00
20 Years	260	6.5	1690	\$1.50	\$2,535.00
	Days	Hrs Per Day	Total Annual Hrs	Hourly Longevity	Total Longevity
10 Years	260	8	2080	\$0.50	\$1,040.00
15 Years	260	8	2080	\$1.00	\$2,080.00
20 Years	260	8	2080	\$1.50	\$3,120.00

1. Each entitled longevity payment will receive an increase equivalent to the annual wage percentage each year of this Agreement.
2. 25 Year employees currently receiving longevities shall continue to receive same amount; however shall be capped until such time that an employee with less time with the District surpasses the 25 Year employee at which time they would be adjusted to the higher calculated amount.

APPENDIX "E"
SYRACUSE CITY SCHOOL DISTRICT
CSEA UNIT 9

COUNSELING MEMO FORM

Date: 00/00/00

TO: Name of employee
FROM: Name of counseling supervisor
SUBJECT: Counseling Memo: [subject matter]

PURPOSE:

IMPACT ON WORK UNIT:

EMPLOYEE VIEW OF PROBLEM AND SOLUTION:

ACTION PLAN AGREED ON:

FOLLOW-UP PLAN:

OPTION:

Thank you for your cooperation during our meeting. I hope this will resolve the problem.

Employee Signature*

Date

cc: Personnel File
CSEA Syracuse CSD Unit President

*Your signature represents receipt of this memo and does not necessarily mean you agree with the content.