

**CONTRACTUAL AGREEMENT**

**between the**

**Syracuse City School District  
Syracuse, New York**

**and the**

**Syracuse Teachers Association, Incorporated**

**representing**

**UNIT 7**

**Food Service Employees**

**Effective July 1, 2011**

**to**

**June 30, 2014**

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**ARTICLE 1  
DEFINITIONS**

As used in this Agreement the following terms shall have the respective meaning as set forth below:

- A. “District” – the Syracuse City School District.
- B. “Board of Education” or “Board” – the elected Board of Education of the Syracuse City School District.
- C. “Superintendent” – the Superintendent of Schools of the Syracuse City School District.
- D. “Association” – the Syracuse Teachers Association, Incorporated.
- E. “Employee” – all personnel in Unit 7.
- F. “School year” – the period beginning on the first day of July in each year and ending the following thirtieth day of June.
- G. “Budget year” – July 1 through June 30 of each year.
- H. “School Calendar” – a calendar delineating specifically the dates on which school will be in session, the dates on which it will be closed and the reasons therefore, and the dates on which classes will not be held, but employees are required to be on duty for specific purposes stated.
- I. “Summer School Calendar” – a school calendar covering the period of the summer session.
- J. “Unit” – the negotiating unit as defined in Article II (Recognition).
- K. “Holiday” – a day specifically identified in the official school calendar on which schools are closed and staff members are not required to be present for duty, and for which they receive a normal and full day’s pay.

**ARTICLE 2  
RECOGNITION**

**A. Nature and Terms**

1. The Board of Education of the Syracuse City School District, having determined that the Syracuse Teachers Association, Incorporated, is supported by a majority of the employees in Unit 7 (Food Services), and that the Syracuse Teachers Association, Incorporated, was certified as the said employees’ bargaining agent on February 17, 1981, by the Syracuse City School District Employment Relations Council, hereby recognizes the Syracuse Teachers

Association, Incorporated, as the exclusive representative of all employees in the Unit, and hereby extends to the Syracuse Teachers Association, Incorporated, the following rights:

- a. to represent exclusively Unit 7 employees in negotiations regarding wages, hours, and terms and conditions of employment;
- b. to represent Unit 7 employees in the settlement of grievances;
- c. to membership dues deduction, upon presentation of dues deduction authorization cards signed by individual employees;
- d. to unchallenged representation status for the duration of this Agreement with the exception that the statutory period of challenge shall be observed.

2. During the period of recognition hereunder, the Board agrees not to negotiate in any way with any other organization representing, or attempting or seeking to represent, or claiming to represent, employees in the negotiating unit represented by the Association.

3. In the event that any competing employee organization claims the right to represent the employee in said Unit, the selection of an employee's representative shall be determined by the School District Employment Relations Council.

**B. No Strike Clause**

The Association agrees and affirms that it does not have, and will not assert, the right to strike against the District, to assist or participate in any such strike or to impose an obligation to conduct, assist, or participate in such a strike.

**ARTICLE 3  
TEMPORARY LEAVES OF ABSENCE**

**A. Personal Illness**

1. At the completion of one (1) month of service, the employee shall be credited with one (1) sick leave day. After completing the second (2) through fifth (5) months, employees will be credited with one (1) additional sick leave day per month.

2. At the completion of six (6) months of service, the employee shall be credited with five (5) additional days of sick leave for the remainder of the first calendar year of employment (for a total of ten). If the employee is hired after October 1<sup>st</sup>, the employee will not receive the full five (5) additional days of sick leave. One (1) sick leave day will be deducted for each month between October 1<sup>st</sup>, and date of hire. These deductions will not exceed five (5) days.

3. Effective July 1 of each succeeding year of service, ten (10) month employees shall be credited with thirteen (13) days of sick leave per year.

4. 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 School

Medical Director. When such a report is requested, the Superintendent will make a determination whether sick leave payments shall be allowed.

5. Any employee who is on sick leave with pay on days when schools are closed due to weather conditions or other emergencies will receive full pay for such days and will not have said days deducted from his/her accumulated sick leave allowance.

**B. Bereavement**

1. Each employee shall be granted up to six (6) days of leave with full pay for each death in the immediate family or the nearest relative. Such leave shall not be curtailed because of use of family illness days and shall be on a non-cumulative basis.

Husband	Father	Son	Domestic Partner
Wife	Mother	Daughter	Guardian in loco parentis
Sister	Brother	Grandparents	Grandchildren

Step family in the above categories, where applicable.

2. Each employee shall be allowed one (1) additional full-time day to attend the funeral of any of the following family members:

Aunt	Niece	Uncle	Nephew	Cousin
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In-laws and step family in the above categories, where applicable.

**C. Personal Leave/Family Illness**

1. An employee of less than five (5) months of service is not eligible for personal leave.

2. At the conclusion of five (5) months of service, the employee shall be entitled to two (2) personal/family illness days of leave for the remainder of the first school year of employment.

3. Effective July 1 of each succeeding year of service, in addition to vacation and sick leave time, leaves of absence up to five (5) paid working days shall be granted to an employee to attend to:

a. Serious illness in the immediate family (husband, wife, mother, father, guardian standing in loco parentis, sister, brother, son, daughter, and in-laws in these categories, where applicable).

b. Personal matters which cannot be accomplished during other than normal working hours including family illness, financial, legal, and educational.

4. Employees shall be required to notify their building managers of their intention of using a personal leave day at least five (5) school days prior to the date of the leave, except under unusual circumstances or family illness. Although reason need not be stated by the employee, it is understood and agreed that the purpose of this Article is to permit an employee to attend to personal matters which cannot be accomplished during other than normal working hours, such as but not limited to financial (real estate closing, IRS business), legal (court appearance, estate settlement, legal consultations, reading of will, adoption), education (involving personal or family registration, graduation) or other valid reason.

5. Use of consecutive personal leave days shall be granted only after an employee has filed a request, in writing, with the Personnel Department stating reasons for such absence. Requests which do not meet the intent of the use of Personal Leave (see paragraph 4 above) or are not filed sufficiently in advance will be denied.

6. Personal leave days may not be taken on days immediately preceding and/or subsequent to scheduled vacations and/or holidays unless authorized by the Superintendent pursuant to a valid written request submitted by the employee.

7. 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.

#### **D. Jury Duty**

Each employee shall be granted leave with full pay as may be necessary in order to perform jury duty. Such absence shall not be deducted from any other leave allowance. When an employee receives a notice of call to jury duty, the individual shall notify the building Principal, or designee, to that effect, on the first school day following receipt of such notice by providing to the Principal a copy thereof.

#### **E. 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 immediately file a report of such illness or injury with the Workers' Compensation Board. The parties agree it is important that notice of any such illness or injury be given to the District as soon as possible and without unnecessary or undue delay. Toward that end, notice of any illness or injury should be filed with the District as promptly as possible in the manner set forth in the New York State Workers' Compensation Law, and preferably within ten (10) days thereafter, but in any event, within the time required by said law.

In those instances where an illness or injury is determined by the District, or other forum of competent jurisdiction to be compensable as arising out of and in the course of employment, the employee will be compensated as set forth in (A) above during the period of such illness or injury unless he/she notifies the District in writing no later than five (5) days after such illness or injury, that he/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 illness or injury for which the employee receives his/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 of reimbursement the district would receive 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 Medical 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 Medical 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, shall authorize 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 Medical 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.

**F.** Regular part-time employees (regularly scheduled to work less than twenty-five (25) hours per week) are entitled to all benefits under Article III. Benefits under Article III (A-C) are granted on a pro-rata basis.

**G.** Supplemental Sick Leave

1. There shall be a Sick Leave Committee, consisting of one (1) member designated by the Association, one (1) administrator appointed by the Superintendent, and the School Medical Director, who shall be an advisory member. Said Sick Leave committee shall review and pass upon applications for additional sick leave days submitted by members of the Unit.

2. The sick leave bank will be funded by the voluntary donation of sick days by Unit 7 members. Each Unit 7 member may donate, each school year, no more than one-fifth (1/5<sup>th</sup>) of his/her accumulated sick days, up to a maximum of five (5) days per year. All days donated will be given equal weight regardless of the members status. Members will be given an opportunity to donate accumulated sick days twice per year, once in September and again in June. Donated days, not used in any year, remain in the bank and carry forward into the following years.

Each Unit 7 member shall be eligible to apply for and be granted a maximum of sixty (60) days per illness, subject to the limitation in paragraph 3 below. Any member wishing to apply to the sick bank would begin the process by sending a request for supplemental sick leave to the Personnel Director. The Personnel Director shall immediately thereafter forward an agreed upon form to the member that asks for specific medical and financial information and provides complete and comprehensive instructions on completing the form and continuing the request process. Upon receipt of the necessary forms, the Personnel Director will immediately thereafter schedule a meeting of the Sick Leave Committee to review and evaluate the members' request. In the event that any member of the Sick Leave Committee shall not be immediately available, a designee shall take his or her place. No request shall be unreasonably delayed due to a Committee member's non-availability.

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

4. Other provisions:

- a. In the event there is a request to the sick bank and there are not a sufficient number of days to fund the request, the Superintendent will have the discretion to review and grant any request.
- b. Members covered by a disability insurance policy shall not be prohibited from applying to the sick bank for days while in a waiting period for benefits to start.
- c. Members who are on workers' compensation will not be prohibited from applying for sick bank days and no member shall be discriminated against based on his or her workers' compensation status. Requests may be granted on a pro rata basis as necessary. However, in no instance shall a member be entitled to benefits greater than his or her salary.
- d. Members retiring will be eligible to donate the maximum number of days available in any given year. Members who leave employment other than voluntarily will not be eligible to donate additional days.



**ARTICLE 4  
EXTENDED LEAVES OF ABSENCE**

- A.** Employees who have acquired permanent appointment in the District may be granted leave of absence, which shall be without loss of permanent appointment, upon the recommendation of the Superintendent of Schools and the approval of the Board of Education. All requests for leaves of absence shall carry affirmation of intention of the applicant to return to an assignment in the District upon the termination of such leave. The permanent appointment requirement shall not apply in the case of request for maternity or military leave of absence. The Superintendent is also authorized to grant leave of absence to other employees under extraordinary circumstances deemed acceptable to him/her.
- B.** Employees shall make application for leave of absence, in writing, on a form provided for that purpose, obtainable in the Personnel office or building Principal's office. The application shall be directed to the Director of Personnel, stating the specific reason for the leave. The application shall be filed at least thirty (30) days prior to the effective date of the leave. Employees shall furnish any evidence in support of their request as may be required by the Director of Personnel.
- C.** Special requests for leave of absence of less than one year may be granted at the discretion of the Superintendent. Employees on leave of absence shall notify the Director of Personnel in writing, prior to June 30, of their intention for the following school year. Return to duty from extended leave of absence shall be governed by the terms of the agreed upon length of the leave. Exceptions shall be permitted when, in the discretion of the District, there are good and sufficient reasons to do so, subject to applicable regulations.
- D.** Planned leaves of absence are contingent upon the availability of qualified regular substitutes. Regular substitutes shall be appointed and their names carried in the minutes of the Board of Education as "Regular Substitutes", along with the name of the employee for whom the person is substituting.
- E.** The Board of Education reserves the prerogative of recalling to service any or all employees who have been granted leave of absence when an emergency or employee shortage makes such action necessary. It is understood, however, that leaves granted for personal illness, maternity, approved educational commitments, Military, Red Cross, Peace Corps, or V.I.S.T.A. service shall not be affected by this provision.
- F.** An employee returning from a leave of absence may be reassigned to any vacancy within the District for which he/she is qualified, such assignment being the same, or substantially the same, as the position previously held.
- G.** For a period in which an employee is on a non-work related leave of absence, there shall be no advancement in step on the salary schedule.

**H.** All leaves of absence must terminate:

1. at least five (5) working days prior to any scheduled holiday or recess; or
2. on or subsequent to the first working day following such holiday or recess.

**I.** Leave of absence may be granted for any of the following reasons:

1. Continuing Education

Employees may be granted continuing education leave of absence, without pay, for a period not to exceed one year for the purpose of professional activities, which, in the judgment of the Superintendent, are in the best interests of the District and the employee involved.

2. Personal Reasons

Any employee, upon request, and with the approval of the Superintendent, may be granted a leave of absence, without pay up to one (1) year for personal reasons.

3. Extended Personal Illness

a. Any employee whose personal illness extends beyond the period of accumulated and extended sick leave will, upon application, and with the approval of the Superintendent, be granted a leave of absence without pay, for such time as necessary for complete recovery from such illness, up to the maximum of one (1) year, or as otherwise provided in applicable regulations. Such leave of absence must be supported by a physician's certificate and approved by the School Medical Director.

b. Employees requesting return to active employment after such leave will furnish the District with a doctor's certification indicating fitness to return to full employment, which certification must be approved by the School Medical Director.

c. Employees exhausting accumulated sick leave who do not request personal illness leave of absence may be placed on inactive status for a period not to exceed one (1) year and then terminated pursuant to Civil Service Law and Regulations.

4. Disability due to pregnancy shall be treated in the same manner as all other temporary disabilities.

5. Child Bearing and Child Rearing Leave

a. An employee who becomes a parent shall be entitled to a leave of absence of up to two (2) years, without pay or increment, up to one (1) year at a time. 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 (1) or two (2) years' duration so as to conform to the individual circumstances of each case.

b. Probationary employees returning from child rearing leave granted under this section for or within the maximum period for any one pregnancy shall be credited with the probationary period already served. Any probationary employee returning from a leave in excess of three (3) years shall be required to serve a probationary period of at least one (1) year, regardless of the length of the probationary period already served prior to that leave.

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.

#### 6. Child Care

a. Any employee shall be granted, upon written application, a child care leave of up to two (2) years. Such leave will be granted without pay or step increase and shall be granted for periods of up to one (1) year at a time.

b. In the event that both parents are employed by the District, there shall not be a duplication of child care and/or child bearing leave, and only one (1) individual shall be granted leave at any one time. If one parent 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 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 also 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.

#### 7. Military

A military leave of absence shall be granted to any employee while engaged in the performance of ordered military duty, and while going to and returning from such duty as provided by law, except the term "ordered" shall not include those instances where the leave is as a result of employee contrivance, whether by planned acquiescence or other means direct or indirect, to arrange for such duty to be taken at a time when it is not actually required by the military and/or inconvenient to the needs of the District.

#### 8. Illness in Immediate Family

A permanent employee may secure a leave of absence when sufficient evidence has been presented that an emergency exists due to illness in the employee's immediate family. The duration of the leave may be for less than one (1) school year and may be renewed not to exceed two (2) consecutive years provided, however, a leave of absence for less than one (1)

school year pursuant to this paragraph is subject to the same limitations with respect to return to duty, as set forth in Sections C and H of this Article.

## **ARTICLE 5 HOLIDAYS**

**A.** All employees shall be paid for the following holidays if, and as, stipulated in the Bulletin issued annually from the office of the Superintendent.

1. New Years Day
2. Martin Luther King Day
3. Presidents Day
4. Good Friday
5. Memorial Day
6. Columbus Day
7. Veterans Day
8. Thanksgiving Day
9. Christmas Day
10. Two (2) additional paid holidays (the days will be mutually determined upon the adoption of the school calendar)

**B.** To be paid for a holiday, an employee must be present, or constructively present (e.g. drawing sick leave pay), on the regularly scheduled work day before and the working day after the holiday and have been on the active and current payroll for a period of sixty (60) calendar days preceding the holiday.

**C.** Employees who complete one (1) year of employment shall receive an additional seven (7) paid recess days; and employees who complete two (2) years of employment shall receive an additional fourteen (14) paid recess days. The days will be mutually determined upon the adoption of the school calendar and will be scheduled during school breaks.

## **ARTICLE 6 WORK RULES**

### **A. General**

1. Food Service employees will be employed on an hourly basis and will be paid only for hours worked except as provided elsewhere in this agreement under Article 3 – Leaves of Absence, Article 5 – Holidays, Article 6 (B) – Workshop Days, and Article 6 (F) – Inclement Weather Days.

2. The normal period of employment will be during the months of September through June coinciding with the District’s regular school year. Food Service employees will work on the days and at the hours specified by the Director of Food Services.

3. Food Service employees interested in summer assignments must sign the Summer Work Notice by June 1. After June 1, the District shall announce all known summer assignments and shall assign summer work to Food Service employees according to seniority in the summer feeding program. Seniority rights start with the most senior and extend down the Notice to the last senior.

The Director of Food Service shall provide a summer seniority list to the Association on or before June 15, along with a list of those employees who have requested to work the summer session and a list of open positions.

4. Should a Food Service employee not be interested in summer work, he/she must notify the District by June 15. In that case, the District may make summer assignments from the Summer Work Notice List to replace those who have declined.

5. Employees who desire to work less than the full summer session shall be provided the opportunity to do so.

6. Any employee changing from part-time to full-time status will be subject to a ninety (90) day trial period to determine if the employee is capable of performing the full-time job duties in a satisfactory manner. During that ninety (90) day period, the employee will be provided with training on the new job assignments. If the employee's ninety (90) day evaluation is not satisfactory, the employee shall be returned to a part-time position at the same or more hours as the previous part-time position.

7. At the end of each summer session, food service shall evaluate employees on summer performance and summer attendance. If, over the course of two (2) summer sessions, employees receive unsatisfactory evaluations, the employees' summer session seniority may be terminated. A short evaluation form for summer work will be developed by the SCSD and the STA upon ratification of this Agreement. In the event that an employee's summer seniority shall be terminated, the District must provide notice to the employee and Association prior to the first day of the regular school year.

8. The posting/hiring process for Unit 7 positions is as follows:

- a. Food Service faxes a memo to Personnel with vacancies for posting. The vacancy posting will have a closing date of ten (10) business days from the date of the posting.
- b. Food Service will remind everyone at their monthly meetings to pick up their mail twice a week to ensure that all staff sees the Posting.
- c. All applicants must respond to the Posting in writing and deliver their letters of interest in person or by certified mail with return receipt. If responding in person, they will request and receive a date stamped copy of the letter. This will ensure all letters are received and acknowledged. Personnel will keep a list of applicants. If Food Service receives any letters directly, they will, in a timely manner, send the letter back to the

applicant indicating proper procedures and send a copy to the President of Unit 7.

- d. The next business day after the closing date, Personnel will forward the letters to Food Service for review. A list of applicants will be kept on file in Personnel.
- e. Food Service will review applicant's files for seniority, qualifications, ability and work performance. If everything else is equal, seniority shall be used to determine the selection of the successful applicant. Interviews are not necessarily held. Letters notifying both the successful and unsuccessful candidates will be sent to all applicants within thirty (30) days.
- f. During the thirty (30) day processing period, the Syracuse City School District may also advertise outside the Syracuse City School District in order to have a pool of external candidates in the event there are no internal applicants.
- g. If a position remains vacant for thirty (30) days from the initial posting date, the Syracuse City School District will re-post the position and advertise outside of the Syracuse City School District.

**B. Workshop Days**

1. When workshops are conducted for certificated staff that necessitates the closing of a given school, Food Service employees will be employed for a regular work day. It will be the responsibility of the Director of Food Service to reassign those persons who would normally be employed in the closed building to an alternate duty for that day. It should be understood that Food Service personnel are guaranteed employment for such a day but an employee may request the time off, without pay.

2. A workshop reduced workday option will be offered as an alternative to food service members in addition to the two present options indicated above. The following procedures will govern the implementation of the workshop reduced workday option:

- a. The option will be offered by building site, based on seniority rank.
- b. The list of slots and corresponding work hours will be posted for employee consideration at least five (5) workdays in advance of the scheduled workshop date.
- c. The most senior worker will be given first preference for the reduced work hour slots indicated by the manager's workshop option offer.
- d. An employee may select a reduced workday through this option, but may not select an increased workday unless unusual circumstances arise and the manager has requested additional workday hours change of the employee and the employee has accepted the change.
- e. After an employee has been offered an opportunity to have first preference on the workshop option, he/she will be rotated to the bottom of the list.
- f. If an employee next on the list is absent on the day(s) the opportunity is offered and has not communicated his/her choice, the District is not

obligated to contact the employee. However, the absent employee will not lose his/her place on the list.

- g. It is recognized that some specific skills may be required from time to time, (e.g. a cook may be needed for particular hours) which will require asking an individual who may not be next on the list to perform the specific work hours required.
- h. If an insufficient number of employees have opted to work the workshop reduced work hour schedule, the District will require various employees to work a full or partial workday. Therefore, various requests for excused absence without pay will be denied and some workers may be reassigned.

**C. Superintendent's Conference Days**

On one (1) Superintendent's Conference Day per school year, the District reserves the right to determine the number of food service personnel needed, and assignments for this day shall be made by job site with the most senior employees within job title being given preference to work. Past practice, with respect to other Superintendent's Conference Days, shall continue.

**D. Reclassification**

- 1. Any person now employed to School Lunch changing from one classification to another will be moved to the new schedule at a salary next exceeding their present rate at the time of transfer.
- 2. To qualify for the category of Baker or Cook, a new employee is required to work a minimum of one (1) school term in training for said position unless this requirement is waived by the District.

**E. Overtime**

- 1. If overtime including Sunday or holiday work is required, the employee's immediate supervisor will obtain permission from the Director of Food Service, prior to such extra time being worked. If an employee works in excess of forty (40) hours in any work week, he/she shall receive one and one-half (1 ½) times the hourly rate for such authorized hours worked.
- 2. Overtime compensation or compensatory time will be granted to qualified employees consistent with the requirements of applicable Federal Wage-Hour Laws.

**F. Inclement Weather Days**

The policy with respect to inclement weather shall be as issued from the office of the Superintendent. The policy stipulates that when the District schools are officially closed due to inclement weather, all staff is excused from duty with pay unless otherwise required.

**G. Utilization of Substitutes**

1. The Director of Food Service shall determine the number of food service workers, cooks, and bakers to be utilized in the Food Service Program. It is not the intention of the District to fill any positions so determined on a substitute basis except under those circumstances where the position is vacated on a temporary basis due to the absence of the incumbent employee regularly assigned to fill the position.

2. The Director of Food Service shall designate a list of employees to be used as per diem substitutes in the Food Service Department, a copy of which shall be supplied to the Association. These per diem substitutes may be assigned by the Director of Food Service to fill in permanent positions that are temporarily vacated by incumbent employees. The hours, location and duties of the per diem substitute will be at the discretion of the Director of Food Services. In those situations where a substitute is assigned to fill in on the same position for four (4) or more consecutive weeks such extended substitute service may be credited toward any probationary period on a similar job in the event the substitute is appointed, thereafter, as a full time employee filling a position within the Food Service Department.

**H.** Employees covered by this Agreement with the exception of substitute employees and possible certain other employees who work on an irregular basis shall be paid pursuant to a semi-monthly pay schedule including the month of September.

**I. Training Program**

1. The District's In-service Department will establish a training program for cooks and bakers. Such program will include on-the-job training as well as related in-service instruction. Current food service employees shall be given first consideration for Cooks-in-Training. Candidates may not be unreasonably denied access to the training program.

2. There will be a minimum of one cook and one baker in training at all times. Each position will be at least a seven (7) hour slot and will include food service responsibilities.

3. Employees in either training program will be paid a \$0.15 per hour differential, in addition to their regular hourly rate.

<b>Year:</b>	<b>Program:</b>	<b>Differential:</b>
2010-2013	Cook in Training and Baker in Training	\$.27

4. Training program administration including candidate selection and removal and any impact there from shall not be subject to arbitration.

5. New food service helpers and cooks shall be oriented to the Food Service environment applicable to their job functions and responsibilities in the following areas: proper use of equipment, sanitation procedures, proper food handling, food service procedures, fire safety, proper lifting procedures, general kitchen safety and appropriate interpersonal skills.



6. New recreation (lunch) aides shall be oriented to the cafeteria environment applicable to their job functions and responsibilities in the following areas: building rules and regulations, job responsibilities, student safety, behavior management and appropriate interpersonal skills.

**J. Employee Address and Telephone Numbers**

It shall be the responsibility of each employee to keep the District informed of his/her current address and a telephone number where he/she can be notified of emergencies, changes in schedules, disciplinary actions, overtime assignments, and other matters. Employee telephone numbers that are unlisted shall be held in confidence by the District to the greatest extent possible and used for no other purpose than contact by the District.

**ARTICLE 7  
EMPLOYEE BENEFITS**

**A. Health Insurance**

1. The District will provide health insurance for eligible employees pursuant to the Syracuse City School District Health Insurance Program. Employees will contribute payroll deductions to the cost of District provided health care benefits based upon the employee's wages as of July 1 (see Appendix A, Health Insurance Rate Chart).

The employee payroll deductions are based on the premium equivalent rate (PER) established for each school year and the corresponding wage level.

The actual PER will be established for each year (2011-2012, 2012-2013 and 2013-2014) on September 1<sup>st</sup>.

The health insurance rates will be published in the Administrative Bulletin and posted on the SCSD and STA's web pages.

The employee payroll deductions for 2011-2012, 2012-2013 and 2013-2014 are stated as the maximum amount on Schedule A.

Co-pays for office visits are \$9.00.

Cost to Retirees (a) and (b)

Individual benefits – under 65	Medicare B Rate to the District
Individual 65 or older	Medicare B Rate to Medicare
Family benefits – all under 65	Medicare B Rate to the District
Family benefits with at least one 65 or older	Medicare B Rate to Medicare

a. Retirees under the age of 65 must pay a premium cost equal to the cost of the Medicare B rate directly to the District. As the Medicare B rate changes, so will the retirees' contribution to the Health Plan.

b. Retirees under the age of 65 must pay a share of the premium cost equal to the cost of the Medicare B rate directly to the District. As the Medicare B rate changes, so will the employees' contribution to the District Health Plan. Employees retiring after June 30, 2014 after age 65 will be required to pay an amount equal to one-half (1/2) the current Medicare rate to the Syracuse City School District for individual or family coverage.

c. The District will not be responsible for changes unilaterally imposed by an insurance provider, or health maintenance organization, in benefits, co-payment provisions, or deductibles so long as the District uses its best efforts to minimize changes by incumbent insurance providers and health maintenance organizations from one year to another.

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

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

2. The District will provide Dental Insurance as negotiated by the parties for eligible employees pursuant to the Syracuse City School District Dental Assistance Plan. With regard to the Plan, the District will assume all premium costs of such a program except for the following monthly employee contributions:

Effective:	Individual coverage:	Family coverage:
2011-2012	\$13.00	\$32.00
2012-2013	\$14.00	\$34.00
2013-2014	\$15.00	\$36.00

3. For any employee hired before July 1, 1978, the employee eligibility shall be determined under the administrative regulations of the insurance carrier(s) and no employee who fails to qualify under the rules of the carrier(s) shall have the benefits of the health and/or dental insurance program. Any employee hired after July 1, 1978, must, in addition to these eligibility requirements, be employed in the bargaining unit to regularly work twenty-five (25) or more

hours per week to be eligible to apply for these insurance benefits. No grievance shall be entertained nor shall any arbitrator have the power to award redress which is disallowed by the present carrier(s) or any successors thereto. This provision shall in no way be construed as preventing the employee from taking such action as may be deemed necessary against the carrier(s) if the employee feels that any determination made by the carrier(s) regarding eligibility is inappropriate.

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

5. In the event any employee 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.

6. The District will maintain, at no cost to the employee, a flexible spending benefit plan pursuant to Section 125 of the Internal Revenue Code, with operating procedures determined by the District in accordance with IRS regulations. This 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.

7. Effective July 1, 2013 the District will pay \$195 per employee per year to the STA Benefit Fund for vision coverage.

8. Mail Order Drug Program:

<b><u>Employee co-pays:</u></b>	<b><u>Amount:</u></b>
Generic	\$6.00
Preferred	\$18.00
Non-preferred	\$35.00

9. Deductibles for non-POMCO providers shall be \$75 for individual coverage and \$225 for family coverage. The co-payment for emergency room visits shall be \$35.

10. Employees hired after January 1, 1980, must have ten (10) years of full-time service in this District to be eligible to receive the Syracuse City School District Health Plan upon retirement.

Employees hired after July 1, 2008, must have fifteen (15) years of full-time service in this District to be eligible to receive the Syracuse City School District Health Plan upon retirement.

11. PET Scans will need pre-certification under the Health Plan.

## **B. Retirement**

The School District agrees that all eligible employees shall be provided with retirement benefits pursuant to the New York State Employee's Retirement System (Retirement and Social Security Law).

## **C. Sick Leave Conservation Incentive Plan**

### **1. Eligibility**

To be eligible for the Sick Leave Conservation Incentive Plan, an employee must have been employed by the District a minimum of fifteen (15) years, be eligible for retirement benefits under the New York State Employees Retirement System, and have reached age 55, prior to the effective date of retirement. (Employees retiring prior to age 55 because of disability are excluded from this benefit).

### **2. Irrevocable Letter of Resignation**

An eligible employee must submit an irrevocable letter of resignation which is binding on the employee as of the date of the letter and will become effective once the resignation is accepted by the Board of Education. It is recommended that this irrevocable letter be submitted at least forty-five (45) days prior to the employee's last day of work.

### **3. Entitlement Computation**

Entitlement for an eligible employee will be computed by multiplying the employee's accumulated and unused sick leave times 30% of the employees' day rate based on the salary including longevity being received at the time of retirement.

### **4. Payment**

Payment will be made by separate check, but not to be considered part of the employee's regular compensation for the final year of employment. Under no circumstances will such additional early retirement payments be considered as part of the employee's regular salary for retirement benefit purposes.

### **5. Restoration of Paid Sick Leave**

In the event that an employee, during the final year of service, exhausts the current paid sick leave allocation, sick leave days may be reclaimed from those used to compute the entitlement by petitioning the Director of Personnel to reduce the balance of the unpaid entitlement by the appropriate amount for each day so reclaimed.

**ARTICLE 8  
USE OF SCHOOL FACILITIES**

- A.** The Association will have the right to use school buildings for meetings, without costs and at reasonable times. The Association will pay for additional custodial costs involved. The Association shall apply for a permit through the District.
- B.** The Association may use the school mail service and employee mailboxes for communications. Announcements of meetings, when required by the Association, shall be listed in the weekly Administrative Bulletin.
- C.** Use of school equipment will be permitted as long as this does not interfere with the instructional program. It is understood that the Association will pay for all supplies in connection with the use of such equipment, and will assume full and complete responsibility for the repair and/or replacement of any equipment damaged as a result of such usage.
- D.** No organization representing, purporting to represent, seeking or attempting to represent the employees of Unit 7 shall have the use of any bulletin board or the school communication media other than the Association, except during periods of challenge of the representation status of the Association, as provided by law.

**ARTICLE 9  
EMPLOYEE FACILITIES**

The following guidelines are established by the Board and the Association as objectives toward which the District should strive. It is understood that exceptions will be necessary because of unusual circumstances including, but not limited to, budget limitations and/or availability of staff, and that the permissive guidelines hereinafter set forth are not to be construed as guarantees which are binding upon the District.

1. Well-lighted and clean employee work areas and restrooms.
2. Suitable closet space for each employee to store coats, overshoes, and personal items.
3. Employees shall have reasonable access to a school phone in each building. The phone for employee use will be designated by the building administrator. It is understood and agreed that the purpose of this Paragraph is to permit an employee to attend to school business or personal matters which cannot be accomplished during other than normal working hours.
4. The facilities and utilities of each building shall be maintained in a safe, healthful and sanitary condition. In those situations where it is necessary to utilize leased facilities the District will maintain such conditions insofar as it is able to do so.
5. The District shall make available half-aprons for employees for use on serving lines and waterproof aprons for use at dishwashing stations.

## **ARTICLE 10 EVALUATION**

Both the District and the Association agree that all employees shall be regularly evaluated in order that the District and the individual will have an accurate and timely appraisal of the employee's performance. The following policy shall govern all observation and evaluation:

- A.** Formal monitoring or observation of the work performance of an employee will be conducted openly with full knowledge of the employee.
- B.** An employee will be given a copy of any written visit or evaluation report prepared by the supervisor or other administrative personnel. No performance appraisal report shall be submitted to central administration, placed in an employee's file, or otherwise acted upon, without a copy to the employee.
- C.** Each employee will have the right in accordance with procedure established by the Personnel Department and in the presence of the Director of Personnel or his/her designee, to review, and copy, the contents of his/her complete personnel file, with the exception of confidential recommendations. An employee will be entitled to have a representative of the Association accompany him/her during such review.
- D.** With the exception of confidential employment recommendations, an employee 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 in his/her behalf, with copies to all parties concerned, and such statement shall become an attachment to the said entry, and shall become a permanent part of the personnel record of the employee.
- E.** The employee shall have the right to request removal of an evaluation or item of correspondence from his/her personnel folder if the item refers to an isolated incident or situation that is no longer germane to the employee's performance or employment. Such request may be made to the Superintendent in writing five (5) years from the date of entry and shall, subject to his/her approval, serve to remove the original entry and any rebuttals related thereto.
- F.** Extended personal or family illnesses or jury duty shall not be grounds for an unsatisfactory attendance rating on an employee's evaluation report.
- G.** An employee shall not receive an unsatisfactory rating on an evaluation for a task which he/she has never been trained and is not expected to complete. For these jobs, the evaluator shall mark 'n/a' (not applicable).

**ARTICLE 11  
RIGHTS AND RESPONSIBILITIES**

**A. School District Responsibility**

The District agrees to hold Unit 7 employees harmless from any financial loss, including attorney's fees, arising out of any claim, demand, suit or criminal prosecution arising out of disciplinary action taken against any pupil in the District, or judgment, by reason of any act, or omission to act, by such employee, within or without the school buildings, provided such employee, at the time of the act of omission complained of, was acting in the discharge of his/her duties within the scope of his/her employment, or under the direction of the School District; provided also, however, that the District shall be under no obligation to satisfy any financial or other penalty imposed upon an employee as the result of conviction or a criminal offense. It is further understood and agreed that the liability of the District as set forth in this Section, shall be coextensive with, but shall not exceed, the liability as set forth in the Education Law.

1. Notice of Incident

The District shall not be subject to the duty imposed by Paragraph B of this Article, unless the employee involved shall, within ten (10) days of an occurrence which, reasonably, could be expected to result in a claim or complaint, notify the Superintendent, in writing, of the facts of said occurrence so that a timely investigation may be conducted by the District. Nothing contained herein shall be construed as a bar to an employee exercising his/her rights under the Education Law or any other statute or regulation as may apply, nor shall it be construed as a bar to the Board and the Association agreeing to waive the provisions of this paragraph.

2. Notice of Claim

The District shall not be subject to the duty imposed in Paragraph B of this Article, however, unless the employee involved shall, within ten (10) days of the time he/she is served with any summons, complaint, process, notice, demand, or pleading, deliver the original, or a copy of the same, to the Superintendent.

3. Reports

a. Each employee will immediately report, orally, to his/her Principal and supervisor, all cases of threat or assault suffered by him/her within the scope of his/her employment. Such reports shall be made in writing following the oral report.

b. The written report, with a copy to the Association shall be forwarded by the Principal to the Superintendent. The District will comply with any reasonable request of the employee for information in its possession relating to the incident or the persons involved. To the extent that the matter is completely within the jurisdiction and control of the District, names of employees involved shall not be publicized nor released by the Board during investigation of such incidents. Employees assaulted by students may be relieved of working assignments, if

necessary. School personnel involved shall be notified of the disposition of the case. The administration of the District will make every effort to see that warrants sworn out against employees are served in such a way as not to reflect embarrassment or discredit on either the employee or the District.

**B. Reimbursement for Loss of Personal Property**

The Board will reimburse employees for items of clothing, or other personal property which was damaged or destroyed when, in the course of employment, the employee becomes involved or engaged in situations which are unusual and/or do not regularly or normally occur, such as altercations between students, non-aggravated assault, fire, riot, etc. Such reimbursement shall not be made in cases where the employee has been careless or negligent, and/or has not exercised prudent judgment by wearing or otherwise displaying or possessing items which are not normally worn, used, or displayed during such course of employment, or the employee is able to be otherwise reimbursed as a result of his or her existing insurance coverage. In no instance, however, shall such reimbursement exceed five hundred dollars (\$500.00) with regard to any claim which is processed under this section. The District shall not be liable for the reimbursement required by this paragraph if the employee refuses or fails to file the necessary reports and institute the necessary proceedings to facilitate the policy and District investigation and prosecutions for such incidents.

**C. Menu Planning**

The District shall provide a draft of planned menus to a committee of three (3) Unit 7 representatives designated by the Association consisting of a cook, baker, and food service helper, approximately two (2) months in advance of the serving day. The committee may submit comments, suggestions, or recommendations within one (1) week to the Director of Food Service. The Director of Food Service shall review and respond to such comments, suggestions, or recommendations within one (1) week.

**D. Cooks'/Bakers' Advisory Committee**

The District agrees to establish an advisory committee with the District and Unit 7 representatives for the purpose of examining cooks'/bakers' jobs and the need, if any, for additional assistance or reductions in workload.

**E. Labor Management Committee**

The District and Association will continue their collaborative efforts to discuss ongoing issues and solve problems as they arise in a monthly Labor Management Meeting. This Labor Management Committee shall consist of no more than five members of Unit 7 (the President and his/her designees) and no more than five representatives of the District (the Director of Food Services and or his/her designees). This Committee shall also establish a representative Health and Safety Committee to examine and discuss issues impacting working conditions for Unit 7 members including, but not limited to, major equipment purchases, small ware purchases,



kitchen renovations and repairs. The Health and Safety Committee will be formed on an ad hoc basis and report to the Labor Management Committee.

## **ARTICLE 12 ASSIGNMENTS AND TRANSFERS**

**A.** In making transfers or assignments, the preferences of the employees, expressed as required by the provision of this Article, shall be considered and accommodated to the extent that these preferences do not conflict with the best interests of the District System and the pupils. The District will consider with equal weight, seniority, qualifications, ability and work performance.

**B.** Employees will be notified of the schools to which they will be assigned and/or of any special or unusual assignments they will have for the coming school year. Whenever possible notice will be given no later than ten (10) days prior to the start of the regular school year.

**C.** When administrative transfers are necessary, an employee's area of competence, quality of performance, length of service in the District, the need for equitable distribution of experienced and inexperienced staff in all schools, and other matters related to the best interests of the District and pupils will be considered in determining which employees are to be transferred.

**D.** Administrative transfers shall be made observing the following procedures:

1. During the school year and at other times, when feasible, an administrative transfer will be made only after consultation between the employee involved and the supervisor.

2. An employee shall be notified of the reasons for any transfer. In the event the employee disputes the transfer, a meeting may be held, at the employee's request, with the Superintendent or a designee to discuss the transfer. The employee shall have the right to be represented by the Association at such a meeting. If a mutually satisfactory solution is not reached, the decision of the Superintendent or a designee shall be final.

3. All employees being administratively transferred shall be advised of open positions in other schools, if possible. Employees may request the positions to which they desire to be transferred. Their preferences shall be one of the factors considered in making the transfer.

**E.** Employees may request a transfer from the school to which they are assigned under the following conditions.

1. Employees who desire a change to another building may file a written statement of such desire with the Director of Food Service, ordinarily not later than March 1. Such statement shall include the schools to which the employee desires to be transferred in order of preference. All applicants for transfer will be kept apprised of the status of their application upon request.

2. As resignations and retirements are received within the Unit, transfer requests on file with the supervisor will be considered to fill the vacancies.

3. Each transfer request shall be valid for only one (1) year. The Director of Food Service shall consider all requests for transfers when making initial assignments or in reorganizations as may appear feasible and appropriate.

4. Written notice of transfer will be given to employees as soon as practicable, and under normal circumstances, not later than August 15.

5. Employees transferred to higher paid positions, as the result of appointment to a higher level or an increase in hours, shall receive a copy of the Personnel Memorandum reflecting such change.

6. Unit applicants for job openings shall receive a letter informing them of the status of their application within four (4) weeks of the posting deadline.

**F.** Employees shall be eligible for mileage reimbursement subject to the following:

1. An employee assigned to more than one (1) school in any one (1) school day will receive, upon written request to the Director of Food Service, the current allowable IRS mileage rate for all interschool travel done in connection with the employee's interschool assignments. Such reimbursement shall be calculated on the basis of the most direct available route and shall be limited to the mileage which the assignment requires in the normal daily performance of duty. A request and schedule shall be submitted not later than the first day of the fourth week of school, and must be approved by the Deputy Superintendent for Business & Operations before payment can be authorized. Employees who are otherwise authorized by the Director of Food Service in the course of their employment to use their personal vehicles will receive, upon written request to the Deputy Superintendent for Business & Operations the established mileage rate. All employees eligible under this paragraph shall file a claim for mileage in accordance with existing District policy. Claims for reimbursement must be submitted at least on a quarterly basis and all payments for reimbursable in district travel must be claimed during the fiscal year in which the travel was performed.

## **ARTICLE 13 EMPLOYMENT STATUS**

### **A. Location**

Whenever possible, applicants shall be hired for a specific position in a specific school which will be clearly indicated at the time of employment. However, the Personnel Memorandum (of appointment) shall stipulate that any assignment stated in the Memorandum is tentative and subject to change, and that the appointee is employed by the Syracuse City School District at large, and not for a specific assignment.

**B. Probationary and Permanent Appointments**

1. Probationary periods shall be one (1) year from hire date.
2. All employees who attain permanent appointment may thereafter only be discharged and disciplined for just cause. Any such discharge shall be subject to the grievance and arbitration provisions of this agreement, provided that grievance and arbitration shall be the employee's exclusive remedy for a discharge or discipline. An election to challenge a discharge or discipline in some other forum shall constitute a waiver of any rights, hereunder.
3. 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/or individual employees are to be eliminated shall be within the sole discretion of the Superintendent or his designee. Seniority will be the determining factor in the case of a layoff or recall unless other factors such as, but not limited to, abilities, qualifications, special training, experience and required tasks, performance on the job, and evaluation reports clearly demonstrate a preferential distinction between employees.
4. One (1) year from the date of hire, employees shall be entitled to the job rate of pay for the specific classification and all other benefits including leaves of absence and fringe benefits, as entitled.
5. Newly hired Food Service Helper I and Lunch Aides shall move to Job Rate 1 after completion of one (1) year; and shall move to Job Rate 2 after completion of two (2) years.

**C. Overtime and Extra Work Assignments**

Overtime and/or extra work assignments will be offered, by building site, on a first right of refusal basis according to the following procedure:

1. A District seniority list will be developed, by building.
2. As opportunities for overtime and/or extra work become available, the employees at the top of the list will be given the first opportunity to work.
3. Employees who have been offered an opportunity to perform extra work or overtime will be rotated to the bottom of the list.
4. If an employee is absent on the day the opportunity is offered and is next on the list, the District is not obligated to contact the employee. However, the absent employee will not lose his/her place on the list.
5. It is recognized that some specific skills may be required from time to time, (e.g. a cook may be needed) which will require asking an individual who may not be next on the list to perform the extra work or overtime.

6. If all employees refuse the extra work or overtime, the District will have the right to assign personnel to the duty.

**D.** Cooks shall be scheduled for a minimum of 7.5 hours per day.

#### **ARTICLE 14 ASSOCIATION RIGHTS**

**A.** When it is necessary for the President of the Association, or his/her designee, to engage in Association activities directly relating to the Association's duties as representative of Unit 7, which cannot be performed other than during working hours, the President, or his/her designated representative, may, after consultation with the Superintendent, or his/her designee, be allowed to visit schools to investigate working conditions, employee complaints, problems, or for other purposes relating to Association affairs. Upon the arrival of the President, or his/her representative, at any school, the Principal, or in his/her absence, a representative, shall confer with the President in order to facilitate the purpose of the visit. Whenever possible, the President shall give advance notice of his/her visit, and, upon arrival, report his/her presence to the office. Visitation requests shall not be unreasonably denied.

**B.** Whenever representatives of the Association are mutually scheduled by both parties to participate during working hours in conferences, meetings, or in negotiations, they shall suffer no loss of pay.

**C.** The Association shall be given an opportunity at staff meetings to present reports and announcements, but no employee shall be required to remain for that portion of the meeting.

**D.** Pursuant to Section 208(3)(b) of the Taylor Law, the District shall deduct from the salary of employees in the bargaining unit who are not members of the Syracuse Teachers Association an amount equivalent to dues levied by the Syracuse Teachers Association and transmit the same so deducted to the Syracuse Teachers Association, in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York. The Association confirms 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.

**E.** The Director of Food Services shall meet at mutually agreeable times with representatives from the Unit to discuss questions related to the implementation of this Agreement and School District policies and procedures which affect the bargaining unit. This committee shall consist of not more than five (5) employees selected by the Association. Such meetings shall not be construed by either party to require that any provision in this Collective Bargaining Agreement be renegotiated, or that the parties are obligated to continue to collectively bargain about terms and conditions of employment and specifically covered by this Agreement.

**F.** The Association, will upon request, be furnished with the names, addresses, up-to-date seniority list, job titles, and work locations of members of the Unit.

## **ARTICLE 15 GRIEVANCE PROCEDURES**

### **A. Declaration of Purpose**

The purpose of this Grievance Procedure is to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees through procedures under which they may be presented free from coercion, interference, restraint, discrimination or reprisal, and by which the Board and its employees are afforded adequate opportunity to dispose of their differences by procedures available within the District.

### **B. Definitions**

1. For the purpose of this Agreement a “grievance” shall be defined as a dispute or controversy involving the interpretation and/or application of the express terms of this Agreement. It is understood and agreed that this Article shall not be a substitute for any other appropriate action or conditions of this agreement. However, in the event any employee elects to invoke such alternative statutory relief it shall be considered to be a waiver of the right to grieve under this Article.
2. “Supervisor” - any Supervisor including building administrators responsible for the area in which a grievance arises, except for the Superintendent.
3. “Superintendent” means the Superintendent of Schools.
4. “Association” means the Syracuse Teachers Association.
5. “Representative means a representative of the Syracuse Teachers Association.
6. “Aggrieved party” means any employee(s) in the Unit filing a grievance.
7. “Party in interest” means the Grievance Committee of the Association and any party named in a grievance whom is not the aggrieved party.
8. “Hearing Officer” means any individual or board charged with the duty of rendering decisions at any stage on grievances. The hearing officer, at all times, shall have the right to question witnesses.
9. “Days” means school days under this Article.

### **C. Procedures**

1. All grievances shall be filed in accordance with the form attached as Appendix\_\_\_\_. If events or conditions affect a group of employees, the Association may choose to file a consolidated grievance. If a number of grievances arise which contain common questions of fact, they may be consolidated and processed as one grievance, except

where such consolidation may prejudice the rights of any party.

2. The preparation and processing of grievances, insofar as practicable, shall be conducted during hours of employment. All reasonable effort will be made to avoid interruption of work and/or involvement of students in any phase of the Grievance Procedure. There shall be no extra pay to any employee for time spent in preparation and processing of a grievance during non-school hours.
3. The Board and the Association agree to facilitate any investigation, which may be required, and to make available material and relevant documents, communications, and records concerning the grievance.
4. The grievant and Association shall have the right to be heard at all stages of the grievance process.
5. All documents, communications, and records dealing with the processing of a grievance, shall be filed separately from the personnel files of the participants, except for the award of settlement when applicable to the employee.
6. Nothing contained herein will be construed as limiting the right of any employee to discuss any matter informally with any appropriate member of the Administration and having the matter informally resolved without recourse to the Grievance Procedure, provided that such resolution shall not create a precedent binding upon the parties in similar matters.
7. The Superintendent or his/her designee shall be responsible for accumulating and maintaining an official grievance record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes, and/or notes or testimony, as the case may be, written arguments and briefs considered at all stages. The official grievance record shall be available for inspection and/or copying by the aggrieved party, the Association, and the Board, but shall not be deemed a public record.
8. Nothing contained in this Article or elsewhere in the Agreement shall be construed to permit the Association to present, process, or appeal a grievance involving discipline of the employee on behalf of any employee without his/her consent.

D. Time Limits

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
2. No written grievance will be entertained, and will be deemed waived, unless forwarded at the first available stage within thirty (30) school days after the teacher knew, or should have known, of the act or condition on which the grievance is based.

3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
4. Failure at any stage of the Grievance Procedure to communicate a decision to the aggrieved party, and/or the Association, within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
5. If a grievance is filed within sixty (60) days prior to the end of a school year, the parties shall condense the grievance to provide for the completion of all pre-arbitration stages prior to the opening of school.

E. Stages

1. Stage 1 – Supervisor

- a. An employee and/or his/her representative shall informally discuss the grievance with the supervisor within the thirty (30) day time limit. The Supervisor shall propose a resolution or deny the grievance within five (5) days.
- a. If the grievance is not resolved informally, it shall be reduced to writing and sent to the Supervisor within ten (10) days. Within five (5) school days after the written grievance is received, the Supervisor shall render a written decision to the employee and Association representative.
- b. If the grievance involves a claim to which the supervisor has been informed and which the supervisor lacks the authority to resolve, it may be brought directly to Stage 2.

2. Stage 2 – Superintendent

- a. If the grievance is not resolved at Stage 1, the Association may appeal to the Superintendent within ten (10) days after receipt of the decision from the Supervisor.
- b. Within fifteen (15) days after receipt of the appeal, the Superintendent, or his/her representative, shall meet with the Association to review the relevant facts and circumstances of the grievance. The Association shall have the right to bring the aggrieved employee(s) to this meeting.
- c. The Superintendent or his/her designee shall render a written decision to the Association within fifteen (15) days after the conclusion of the meeting.

### 3. Stage 3 – Board of Education

- a. If the grievance is not resolved at Stage 2, the Association may appeal the grievance to the Board of Education within ten (10) days of receipt of the Superintendent's (or designee's) decision. Within twenty (20) days of the receipt of the appeal, a Subcommittee of the Commissioners shall meet with the Superintendent (or designee) and the Association representative to review the relevant facts and circumstances of the grievance. The Association shall have the right to bring the aggrieved employee(s) to this meeting. The Subcommittee shall have the right to have Board Counsel in attendance.
- b. Within fifteen (15) days of the meeting, the Subcommittee of Commissioners shall render a written recommendation to the Superintendent and to the Association.
- c. Grievances involving termination of probationary appointments, grants of tenures and/or commencement of discipline or discharge of tenured/permanent employees shall not be subject to Stage 3, but may be moved directly to Stage 4 when applicable.

### 4. Stage 4 – Arbitration

- a. A grievance, which is not resolved at Stage 3, may be submitted by the Association to an arbitrator for decision. Notice of Demand for Arbitration shall be filed with the American Arbitration Association, Public Employee Relations Board and others agreed to by the Association and District within ten (10) days after receipt of the decision of the Superintendent or, where no decision has been issued as provided herein, three (3) days following the expiration of the time limits specified.
- b. Upon receipt of a list provided by the American Arbitration Association, Public Employee Relations Board and others agreed to by the Association and District, the parties will attempt to mutually designate an arbitrator, and will obtain a commitment from said arbitrator to serve. In the event that the parties cannot agree on an arbitrator from the first list submitted by the American Arbitration Association, Public Employee Relations Board and others agreed to by the Association and District, the parties shall follow the procedure set forth by the American Arbitration Association, Public Employee Relations Board and others agreed to by the Association and District for the designation of the arbitrator.
- c. If the parties mutually agree, an effort may be made to select an arbitrator other than from the American Arbitration Association, Public Employee Relations Board and others agreed to by the Association and District under circumstances where complex educational issues are involved and where technical professional compliance in education seems to both parties essential to a resolution of the dispute.



- d. The selected arbitrator shall hear the matter promptly and issue a decision in accordance with the rules of the American Arbitration Association, Public Employee Relations Board and others agreed to by the Association and District. The arbitrator's decision shall be in writing and set forth findings of fact, opinion and conclusions on the issue(s) submitted. The arbitrator shall limit the decision strictly to the application and interpretation of the provisions of this Agreement, be limited to the issues or issues submitted for arbitration, and shall be without power or authority to make any decision:
  - (1) contrary to, inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable law or rules and regulations having the force and effect of law;
  - (2) involving Board discretion or Board policy under the provision of this Agreement, under Board bylaws or under applicable law, except the arbitrator may decide in a particular case based on a provision of this Agreement involving Board discretion or Board policy, whether the Board applied such discretion or policy in a manner which is arbitrarily or capriciously inconsistent with the general practice followed throughout the District is similar circumstances; or
  - (3) limiting or interfering in any way with the powers, duties and responsibilities of the Board under its bylaws, applicable law, and rules and regulations having the force and effect of law.
- e. The decision of the arbitrator, made in accordance with the jurisdiction and authority under this Agreement, shall be final and binding.
- f. The Board agrees it will apply the decision of an arbitrator sustaining a grievance to all substantially similar situations, which occur under the contract provision(s) at issue. The Association agrees it will not initiate or continue or represent any teacher in any grievance, which is substantially similar to one, which has been denied by the decision of an arbitrator.

F. General Provisions

- 1. The Association and the Board shall share all costs arising out of the administration of this Article beyond Stage 2 equally.
- 2. The formal rules of evidence shall not apply in the administration of this Article.
- 3. Any party in interest may receive a copy of any record made at any stage of the Grievance Procedure upon written request and by paying for the cost of reproduction. No full transcript may be required at any stage of this procedure, with the exception of the arbitration stage. The decision as to the nature of the record kept at the

arbitration stage shall be at the discretion of the arbitrator. The Association at Stage 2 may file no grievance if it is resolvable at Stage 1. The Association shall not have the right to process such a grievance beyond Stage 1 without exhausting the remedies available at Stage 1.

4. All parties in any way involved in the processing of a grievance shall have the opportunity to enter into the record any claim of error in the minutes, as provided in subsection C.12 of this Article.
5. The time limits specified in this Article shall commence at the normal hour for the opening of business on the business day next following the event or occurrence, which caused the time period to begin.
6. The Association has the right to initiate or appeal a grievance involving alleged violation of the express terms and conditions of this Agreement.

Any grievance based on a complaint that a teacher's salary has been miscalculated, or that the employee has been denied salary payment to which the express terms of this Agreement entitle him/her, shall be filed directly with the Deputy Superintendent for Curriculum and Instruction, or his/her designee, and shall next be appealed to the Superintendent. In such cases, the provisions of the general procedures relating to Stage 1 shall apply to the presentation and adjustment of the grievance at the level of the Deputy Superintendent for Curriculum and Instruction. The time limits and other requirements established for all other grievances shall apply in such cases with the exception, however, that if an Association representative of the employee processes the grievance, or an attorney when the grievance is in the arbitral stage, the employee need not be present at any conference. The provisions of this Article relating to Stage 2 shall apply to any appeal to the Superintendent from a decision of the Deputy Superintendent for Curriculum and Instruction.

7. In the event a dispute arises in which the Superintendent or the Board alleges the express terms of this Agreement have been violated by an employee, a group of employees, or the Association, the Board may in its discretion initiate a grievance with the employee, group of employees, or Association, as the case may be, or pursue any other available remedy. In such cases, when the Board elects to file a grievance with the Association or a teacher or group of teachers, the provisions of the general procedures relating to Stage 1 shall apply to the presentation and adjustment of the grievance at the level of the employees, group of employees, or the Association, as the case may be. If the grievance is not resolved, the Board or the Association may refer the matter to arbitration, subject to all of the express procedures, time limits, and other provisions relating to arbitration contained in this Article, or elsewhere in this Agreement.
8. It is the intention of the parties to provide for representation of any employee individually or by Association representative, except when otherwise provided by law. Consequently, an officer, agent, or member of a competing teacher organization

may represent no party in interest at any stage of the Grievance and Arbitration Procedure. When the Association does not represent an employee, the Association shall have the right to be present and to state its view at all stages of grievance processing.

## **ARTICLE 16 GENERAL**

**A.** This Agreement shall constitute a statement of the full and complete commitments between both parties, and may be altered, changed, added to, deleted from, or modified, only through the voluntary mutual consent of the parties, in a written and signed amendment to this Agreement. Anything not explicitly stated in this Agreement is deemed and understood to be a complete statement of all commitments the parties have made to each other. At any time during the duration of this Agreement, additional matters not covered by this Agreement, or any matter covered by this Agreement, may be discussed if both parties agree, in writing, to such discussion, and any agreement arising out of such discussion shall be committed to writing and appended to this Agreement as amendments hereto, after written notice of ratification by both parties has been submitted, one to the other. Any right or privilege not specifically delegated or granted to the Association is understood by both parties to remain a prerogative of the District. This provision shall in no way be construed as a limitation on the right of either party to reopen negotiations, as provided in Article 18 (Duration).

**B.** The Board agrees to take such action as is necessary to amend or repeal any rules, regulations, or practices, in the District or individual schools, which shall be contrary to, or inconsistent with, the terms of this Agreement. The Board further agrees to take such action as is necessary to make the provisions of this Agreement official policy of the District.

**C.** Any individual arrangement, agreement, or contract, hereafter executed between the Board and any member of the Unit, shall be expressly made subject to, and consistent with, the terms of this Agreement. If an individual arrangement, agreement, or contract, contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

**D.** Copies of this Agreement shall be printed at the shared expense of the District and the Association, and a copy given to each employee. New employees shall be given a copy within two (2) weeks of their employment.

**E.** 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.

**F.** No employee shall suffer any disadvantages by reason of his/her membership in the Association, or participation in lawful activities.

**G.** If negotiating sessions between the District and the Association are scheduled during a work day by mutual agreement, representatives of the Association, in number not to exceed

seven (7), will be relieved from all regular duties, without loss of pay, as necessary, in order to permit their participation in such meetings. An Association representative, or member of the Grievance Committee, or other representatives, designated by an aggrieved employee to attend a grievance hearing during a school day will, upon timely notification to the Superintendent, be released, without loss of pay, as necessary, in order to permit participation, in a formal grievance proceeding. A substitute will be assigned, when possible and necessary, to cover all duties of said employee. The aggrieved employee, and any other employee, appearing in a grievance hearing as a witness, will be accorded the same right.

**H.** In acknowledgement of the principles inherent in federal and state civil rights legislation, the parties to this Agreement hereby agree not to restrict employment with the School District or membership in the Association on the basis of any person’s handicap, race, color, creed, sex, marital status, age or place of national origin, other than permitted by law.

**ARTICLE 17  
WAGES**

**A.** Wage Rate Schedule (see attached Appendix B). All food service helpers and recreation (Lunch) aides presently being paid at the hiring rate will remain at the hiring rate for one full year following their appointment in that classification. Such persons will be automatically advanced to the job rate on the anniversary date of their appointment. Newly hired Food Service Helper I and Lunch Aides shall move to Job Rate 1 after completion of one (1) year; and shall move to Job Rate 2 after completion of two (2) years.

**B.** When a food service helper has been designated as a substitute cook or baker, he/she shall be paid at the prevailing cook or baker job rate including applicable longevity, for each full day of service. The same differential shall apply to a baker who substitutes for a cook.

**C.** Cooks, bakers, and food service helpers who have been advanced to the job rate shall receive a uniform stipend toward the purchase of required uniforms and work shoes in the amount of Two Hundred Dollars (\$200.00). All employees will be responsible for maintaining acceptable standards of personal cleanliness and neatness in uniforms.

<b>Uniform Allowance:</b>
<b>2011-2014    \$260.00</b>

<b>Year:</b>	<b>Program:</b>	<b>Differential:</b>
2010-2013	Cook in Training and Baker in Training	\$.27

**D.** Employees may, pursuant to District policy, have their net pay amounts directly deposited into a bank account of their choice at any local banking institution on the District's current payroll savings deduction listing or the School Employees of Central New York Federal Credit Union.

**ARTICLE 18  
DURATION**

**A.** The provisions of this Agreement shall be effective as of July 1, 2011, and shall remain in full force and effect up to and including June 30, 2014, and shall be renewed automatically from year to year thereafter unless written notice of desire to terminate or modify is given by either party to the other on or before the expiration date. This Agreement shall not be reopened unless there is mutual agreement by the parties, as expressed in writing, to do so.

**B.** Should the parties be unable to agree upon the terms and conditions of a new Agreement on or before the expiration date of this Agreement as set forth in Section A above, the non-economic provisions of the Agreement shall continue in effect until a new Agreement is negotiated. Status quo shall be maintained with regard to all economic provisions of this Agreement and no employee shall suffer a reduction in salary and/or fringe benefits until a new Agreement has been negotiated, or unless otherwise mutually agreed by the parties.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 30th day of June, 2011.

**SYRACUSE TEACHERS ASSOCIATION**

By: \_\_\_\_\_  
Kevin Ahern, STA President

**UNIT 7 – FOOD SERVICE EMPLOYEES**

By: \_\_\_\_\_  
Bernard Washington, Unit 7 President

**SYRACUSE CITY SCHOOL DISTRICT**

By: \_\_\_\_\_  
Daniel G. Lowengard, Superintendent of Schools

## APPENDIX A

### HEALTH INSURANCE RATES

Rates change September 1<sup>st</sup>

#### 2011-2012 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	1,650.60	26.87	68.78
>\$42,053	2	15	967.35	2,475.90	40.31	103.16
>\$60,000	3	18	1,160.82	2,971.08	48.37	123.80
>\$80,000	4	20	1,289.80	3,301.20	53.74	137.55
>\$100,000	5	25	1,612.25	4,126.50	67.18	171.94

#### 2012-2013 Employee Contribution

\*\* Individual PER \$6,965      Family PER \$17,826

Salary	Level	%	Annual		Per Check*	
			Ind.	Family	Ind.	Family
<\$30,000	1	10	696.50	1,782.60	29.02	74.28
>\$30,000	2	12	835.80	2,139.12	34.83	89.13
>\$42,053	3	15	1,044.75	2,673.90	43.53	111.41
>\$60,000	4	18	1,253.70	3,208.68	52.24	133.70
>\$80,000	5	20	1,393.00	3,565.20	58.04	148.55
>\$100,000	6	25	1,741.25	4,456.50	72.55	185.69

#### 2013-2014 Employee Contribution

\*\* Individual PER \$7,522      Family PER \$19,252

Salary	Level	%	Annual		Per Check*	
			Ind.	Family	Ind.	Family
<\$30,000	1	10	752.20	1,925.20	31.34	80.22
>\$30,000	2	12	902.64	2,310.24	37.61	96.26
>\$42,053	3	17	1,278.74	3,272.84	53.28	136.37
>\$60,000	4	20	1,504.04	3,850.40	62.68	160.43
>\$80,000	5	22	1,654.84	4,235.44	68.95	176.48
>\$100,000	6	27	2,030.94	5,198.04	84.62	216.59

\* Based on 24 checks per year

\*\* Estimate (Premium Equivalent Rate)

**APPENDIX B**

**UNIT 7 HOURLY RATES**

Effective July 1st, 2011: 2% Increase

Effective July 1st, 2012: 2% Increase

Effective July 1st, 2013: 2% Increase

<b>Recreation Aide</b>	<b>Current Rate</b>	<b>11-12 Rate</b>	<b>12-13 Rate</b>	<b>13-14 Rate</b>
Hire Rate	\$10.58	\$10.58	\$10.58	\$10.58
Job Rate 1	\$11.11	\$11.33	\$11.56	\$11.79
Job Rate 2	\$12.06	\$12.30	\$12.54	\$12.79
5 Years	\$14.34	\$14.62	\$14.91	\$15.21
10 Years	\$14.91	\$15.21	\$15.51	\$15.82
15 Years	\$15.53	\$15.84	\$16.16	\$16.48
20 Years	\$16.03	\$16.35	\$16.68	\$17.01
25 Years	\$16.73	\$17.07	\$17.41	\$17.76
30 Years	\$17.20	\$17.55	\$17.90	\$18.25
35 Years	\$17.76	\$18.12	\$18.48	\$18.85

<b>FSHI</b>	<b>Current Rate</b>	<b>11-12 Rate</b>	<b>12-13 Rate</b>	<b>13-14 Rate</b>
Hire Rate	\$10.58	\$10.58	\$10.58	\$10.58
Job Rate 1	\$11.11	\$11.33	\$11.56	\$11.79
Job Rate 2	\$12.06	\$12.30	\$12.54	\$12.79
5 Years	\$14.34	\$14.62	\$14.91	\$15.21
10 Years	\$14.91	\$15.21	\$15.51	\$15.82
12 Years	\$14.99	\$15.29	\$15.60	\$15.91
15 Years	\$15.72	\$16.03	\$16.35	\$16.68
17 Years	\$15.83	\$16.15	\$16.47	\$16.80
20 Years	\$16.35	\$16.67	\$17.01	\$17.35
22 Years	\$16.46	\$16.79	\$17.13	\$17.47
25 Years	\$16.80	\$17.14	\$17.48	\$17.83
30 Years	\$17.20	\$17.55	\$17.90	\$18.25
35 Years	\$17.97	\$18.33	\$18.70	\$19.07

<b>Cook</b>	<b>Current Rate</b>	<b>11-12 Rate</b>	<b>12-13 Rate</b>	<b>13-14 Rate</b>
Job Rate	\$14.37	\$14.66	\$14.95	\$15.25
5 Years	\$16.80	\$17.14	\$17.48	\$17.83
10 Years	\$17.29	\$17.64	\$17.99	\$18.35
12 Years	\$17.58	\$17.93	\$18.29	\$18.65
15 Years	\$18.03	\$18.39	\$18.76	\$19.14
17 Years	\$18.55	\$18.92	\$19.30	\$19.68
20 Years	\$19.13	\$19.51	\$19.90	\$20.30
22 Years	\$19.77	\$20.17	\$20.57	\$20.99
25 Years	\$20.43	\$20.84	\$21.26	\$21.68
30 Years	\$21.07	\$21.49	\$21.92	\$22.36
35 Years	\$21.72	\$22.15	\$22.59	\$23.05

<b>Bakers</b>	<b>Current Rate</b>	<b>11-12 Rate</b>	<b>12-13 Rate</b>	<b>13-14 Rate</b>
Job Rate	\$13.59	\$13.86	\$14.14	\$14.42
5 Years	\$15.38	\$15.68	\$16.00	\$16.32
10 Years	\$15.50	\$15.82	\$16.13	\$16.45
15 Years	\$16.53	\$16.87	\$17.20	\$17.55
20 Years	\$17.07	\$17.41	\$17.76	\$18.12
25 Years	\$17.72	\$18.07	\$18.43	\$18.80
30 Years	\$18.28	\$18.64	\$19.02	\$19.40
35 Years	\$18.77	\$19.14	\$19.53	\$19.92

**Uniform allowance will remain at the 2011 rate (\$260). Cook and Baker in Training differentials will remain at the 2011 rate.**