

**CONTRACTUAL AGREEMENT**

**of the**

**Syracuse City School District**

**Syracuse, New York**

**and the**

**Syracuse Teachers Association, Incorporated**

**representing**

**UNIT 10**

**Health & Social Service Employees**

**Effective July 1, 2019**

**to**

**June 30, 2024**

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## **UNIT 10**

### **PREAMBLE**

In order to effectuate the provisions of the Public Employee's Fair Employment Act (otherwise known as the Taylor Law) to encourage between the Syracuse Board of Education (hereinafter referred to as the "Board") and its Unit 10 (Syracuse School Health Association) represented by the Syracuse Teachers Association, Incorporated (hereinafter referred to as the "Association").

THIS AGREEMENT effective on this 1<sup>st</sup> day of July, 2019, by and between the Board and the Association.

### **NON-DISCRIMINATION STATEMENT**

The parties to this agreement hereby agree not to limit employment with the District or membership in the Syracuse Teachers Association to any person because of his or her actual or perceived race, color, national origin, Native American ancestry/ethnicity, creed or religion, marital status, sex, sexual orientation, age, gender identity or expression, disability, or any other protected category under federal, state or local law.

### **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. "School year" – the period beginning on the first day of July in each year and ending the following thirtieth day of June.
- F. "Budget year" – July 1 through June 30 of each year.
- G. "School week" – Monday through Friday, including evening activities and events, except as otherwise excluded by this Agreement.
- 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 Unit 10 staff members are required to be on duty for specific purposes stated.
- I. "Unit" – the negotiating unit as defined in Article II (Recognition).

J. “Full-time employee” – an employee who is scheduled to work a full work week, Monday through Friday, in accordance with the definition of a full-time employee set forth in Paragraph R, subsection 1 of this article.

K. “Part-time employee” – an employee who works a weekly schedule in accordance with Paragraph R, subsection 2 of this article.

L. “Employee” – any member of negotiating Unit 10.

M. “Supervisor” – the Director of Pupil Services or the Director of Health Services as may be appropriate under the circumstances.

N. “Regular Substitute” – an individual who is employed for assignment to a permanent Unit 10 position in the place and stead of a permanent Unit 10 employee who is away from his/her position on a leave of absence. 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.

O. “Per Diem Substitute” – a substitute assigned from day to day on an itinerant basis to cover positions of Unit 10 employees absent from duty for reason of personal illness or other reasons.

P. “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 day’s pay.

Q. “In-service training” – a planned program of training which may include, but is not necessarily limited to, training in health improvement skills and techniques, human relations, etc., conducted by the personnel of the District, its consultants, or independent agencies for which no academic credit is awarded by a college or other institution of higher learning.

R. “Unit 10 work day”:

1. From July 1, 2019 through June 30, 2022, full-time employees shall work a basic six and one half (6 ½) hour day, exclusive of the duty-free lunch period. Such workday shall coincide as closely as possible with the starting and dismissal times of the school or schools to which full-time employees are assigned.

2. Beginning July 1, 2022, full-time employees shall work a basic seven (7) hour day, exclusive of the duty-free lunch period. Such workday shall coincide as closely as possible with the starting and dismissal times of the school or schools to which full-time employees are assigned.

In the event that Unit 10 employees are not able to schedule a thirty (30) minute duty-free lunch period they shall make arrangements with the school principal to ensure that appropriate measures are taken to rectify the situation. In no event shall a Unit 10 employee be denied their duty free lunch period.

3. Part-time employees shall perform duties at times previously agreed to with their supervisor.

## **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 10 (Health Services and Social Services), and that the Syracuse Teachers Association, Incorporated, was certified as the said employees' bargaining agent on June 14, 1973, 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 exclusively represent Unit 10 employees in negotiations regarding wages, hours, and terms and conditions of employment;
- b. to represent Unit 10 employees in the settlement of grievances;
- c. to employee's 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 labor organization claims the right to represent the employees said Unit, the selection of employee representative shall be determined by the Public Employment Relations Board.

4. Insofar as practicable, no summer school or adult evening school position shall be filled by an employee not regularly employed by the District, if there is an equally qualified and available applicant for such position who is regularly employed by the District in this, the bargaining Unit.

### **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**  
**SALARY SCHEDULES**

- A. With the adoption of the salaries set forth hereafter, all previous schedules for Unit 10 are hereby rescinded and replaced by the schedules hereinafter contained.
- B. The salaries of all Unit 10 personnel shall be determined in accordance with the accompanying salary schedules, as approved by the Board of Education.
- C. The effective date of any and all schedules appended to this Agreement shall be as stated thereon.
- D.
  - 1. Any School Nurse hired on and after the effective date of this Agreement shall receive prior service credit for approved nursing experience at the rate of \$150 per year up to ten (10) years of approved prior service, not to exceed \$1,500.
  - 2. Occupational Therapy Assistants and Physical Therapy Assistants shall receive prior service credit for approved professional experience at the rate of \$150 per year up to ten (10) years of approved prior service, not to exceed \$1,500 effective July 1, 2000.
- E. A deduction prorated on the basis of one day's pay will be made for each duty day or portion thereof an employee is absent which is not covered by any leave or other excused absence, or otherwise covered by the terms of this Agreement.
- F. Overtime compensation or compensatory time will be granted to qualified employees consistent with the requirements of applicable Federal Wage-Hour Laws.
- G. 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.
- H. All employees shall have their annual salary distributed equally over twenty (20) semi-monthly paychecks beginning on the first pay date in September and ending on the last pay date in June.

**ARTICLE 4**  
**RIGHTS AND RESPONSIBILITIES**

**A. Control of Student Behavior**

- 1. When students are under the direct supervision of Unit 10 personnel, the employee may maintain proper school atmosphere through means, which are reasonable in form and moderate in degree and toward this end, the Board shall support the employee in conformity with State Law.
- 2. In order to create and sustain such an atmosphere and control, employees shall refer students with behavior problems to the appropriate supportive staff through the building principal or designee.

3. Employees shall be allowed to participate in building and behavior committees if selected by the Association.

**B. School District Responsibility**

The District agrees to hold Unit 10 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 student in the District, or judgment, by reason of any act, or omission to act, by such employee, within or without the school building, provided such employee, at the time of the act or 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 of 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 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.

**C. Reimbursement of Loss of Personal Property**

The Board will reimburse employees for items of clothing, or other personal property which are damaged or destroyed when, 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 police and District investigations and prosecutions for such incidents.

**D. Release Time**

School Nurses (assigned to school health offices) will be provided with release time for the purpose of accommodating administrative responsibilities as per the following:

1. The School Nurse shall be allowed up to one-half (1/2) hour per work day to assist with administrative duties such as, but not necessarily limited to, medical records preparation and retention, Medicaid billing and similar medical record- keeping responsibilities.

2. Scheduling of this release time (i.e. morning, mid-day, afternoon) is subject to each building's scheduling constraints. Principals and school nurses will need to work out a mutually satisfactory schedule consistent with this Section. Whenever possible, release time should be taken when children are not in the building.

3. Under no circumstances shall this understanding and provision for released time result in students being denied medical service, it being recognized that such service is the primary function of the school nurse. Medical service will be rendered before or after the release time except in cases that are emergency in nature.

4. If there is a pattern of interruption of the release time for non-emergency situations, the school nurse involved, the Supervisor of Nurses, and the building principal shall meet and discuss methods



of resolving this issue, including but not limited to changing the time release time is scheduled, providing information to staff regarding the definition of emergency, etc.

**E. Work Load**

The District and the Association will form a committee to make recommendations to the Superintendent regarding school workloads and the placement of Unit 10 personnel. The parties agree to collaborate and meet annually to develop recommendations, considering all factors such as the student's medical needs and the Student-to-School Nurse Ratio Improvement Act of 2009.

**ARTICLE 5  
EMPLOYMENT STATUS**

**A. Certification**

Every effort will be made to offer employment to only fully licensed and the best-qualified candidate for each position. The Education Law shall govern employment, the Regulations of the Commissioner of Education of the State of New York, the Civil Service Law and other applicable laws and regulations.

**B. 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.

**C. Permanent Appointments**

1. An employee shall serve a probationary period of fifty-two (52) weeks. A probationary appointment matures into a permanent appointment at the end of fifty-two (52) weeks unless the probationer is notified in writing, before the end of the fifty-second week, that his/her services are being terminated.

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 under Article 18 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 when all factors such as, but not limited to, abilities, qualifications, special training, experience and required tasks, performance on the job, and evaluation reports are equal.

Seniority is defined as the length of continuous service within job classifications in the bargaining unit. Those school nurses who are employed in Unit 10 on the effective date of this Agreement, and who were employed, as nurse-teachers immediately prior to July 1, 1972, and at the date became school nurses shall have their services as nurse-teachers included for purposes of seniority.

4. The District shall provide the Association with a current seniority list by separate job title upon request, within 10 business days.

## **ARTICLE 6 ASSIGNMENT AND TRANSFERS**

A. Employees will be notified of the schools to which they will be assigned, also any special or unusual assignments they will have for the coming school year, as soon as practicable.

B. 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 the students will be considered in determining which employees are to be transferred.

C. 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 preference shall be one of the factors considered in making the transfer.

D. Employees may request transfer from the school to which they are assigned under the following conditions:

1. Employees who wish to transfer to another school may submit notice of their wish to transfer at any time through the District's established online process. After submitting such notice, an employee may elect to receive email notification when specific vacancies through the district's established online process.

2. All requests for voluntary transfers will remain active until the end of the school year in which they are made.

3. When one or more employees applies for an open position within two (2) weeks of posting, the most senior internal applicants up to five (5), will be guaranteed an interview. If there is more than one applicant and if the skills and knowledge are equal, seniority will be the deciding factor.

4. All applicants for transfer will be kept apprised of the status of their application upon request and will be notified when an open position has been filled.

5. Under normal circumstances, no voluntary transfer for the beginning of the upcoming school year will be processed after June 15<sup>th</sup>.

6. Employees may voluntarily transfer once during a 12-month period, if selected through the application process, except under extraordinary circumstances.

E. Employees shall be eligible for mileage reimbursement. Any employee authorized in writing and in advance by an immediate supervisor to drive the employee's personal vehicle on District business shall be reimbursed at the rate of current allowable IRS mileage rate. All claims for mileage reimbursement shall be made in accordance with existing District policy.

F. Employees with multiple-school assignments within a school day shall be permitted sufficient travel time between schools to permit a lunch period.

G. When a Health Attendant or School Health Aide is assigned to a worksite with extended hours, the Health Attendant or School Health Aide will work the same number of hours as the School Nurse.

## **ARTICLE 7 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 procedures established by the Human Resources Office and in the presence of the Chief Human Resources Officer 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 employees.

## **ARTICLE 8 INSERVICE PROGRAMS**

A. Employees shall be eligible to participate in in-service programs offered by independent agencies or the District, provided there are available registrations, and further, employees shall be entitled to develop appropriate in-service training programs.

B. On days designated as Superintendent's Conference Days, employees shall attend workshops developed for the bargaining Unit and approved by the supervisor unless their attendance is requested by their building principal at school building programs and approved by the supervisor.

C. A \$500.00 (per school year) fund shall be established which may be used for the purpose of paying for costs such as film rental and speaker honorarium on Superintendent's Conference Days and during Unit 10 workshops.

### **D. Professional Development**

All members of the Unit shall be required to attend five (5) one-hour Professional Development sessions each school year outside of work hours, paid at the hourly rate by timecard. Sessions shall occur after normal workdays during the school year, and employees shall be informed of sessions at least two weeks in advance.

### **E. Work Sessions for Administrative Duties**

The District and the Association mutually recognize that the administrative work incumbent upon the work of a school nurse can be burdensome. Before the first Monday of every December, the District shall offer at least five (5) paid work sessions after work hours. Work session attendance shall be limited to employees responsible for administrative duties such as, but not necessarily limited to, medical records preparation and retention, and similar medical record-keeping responsibilities. This section is contingent upon funding. Before the beginning of each school year, the Director of Health Services will notify unit members whether funding exists for this opportunity.

**ARTICLE 9  
TEMPORARY LEAVES OF ABSENCE**

**A. Request for Temporary Leave of Absence**

Any request for a planned excused absence not otherwise covered by this Agreement shall be made by the employee, in writing, to the Superintendent, through the supervisor with a copy to the building principal or principals, where multiple school assignments are involved, at least one (1) week prior to the requested time of absence. The Superintendent shall determine whether or not such request for planned excused absence shall be approved, and shall notify the employee in question of his/her determination as soon as is practicable. In the event that permission is granted by him/her, the Superintendent also shall determine whether or not deduction from salary shall be made. The Superintendent may, in his/her discretion, waive the time limits specified herein.

**B. Sick leave**

1. Each employee of the Unit shall be allowed sick leave without loss of salary for at least twelve (12) working days in any year on account of personal sickness or physical disability. If any employee of the Unit does not use the full amount of sick leave allowed in any year, the amount not used shall be accumulated from year to year. Employees of the Unit employed with effective dates subsequent to September 1 shall be credited with sick leave in accordance with the following table:

<u>Effective date of Appointment</u>	<u>Sick Leave Credit</u>
September 1 – September 30	12 days
October 1 – October 31	10 days
November 1 – November 30	8 days
December 1 – December 31	7 days
January 1 – January 31	6 days
February 1 – February 28 or 29	5 days
March 1 – March 31	4 days
April 1 – April 30	3 days
May 1 – May 31	2 days
June 1 – June 30	1 day

At the beginning of each subsequent year of employment, twelve (12) sick days shall be credited to each Unit employees' account. There shall be no limitation on the total number of sick leave days, which may be accumulated. Paid sick leave days shall not be deducted from credited service for increment purposes. Sick and personal days will be computed on a school year basis instead of a calendar year.

2. Employees who are absent from duty because of illness 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 whether sick leave payments shall be allowed.

3. Notification of the need to use sick leave shall be made to an individual designated by the supervisor not later than 7 a.m. on the first day of such absence. The employee shall be responsible to notify the supervisor or designee of any change in status, which will affect the assignment of a substitute to the employee's position. Such notice shall be made immediately but not later than 2:30 p.m. of the day preceding the change. For periods of disability in excess of five (5) days, employees shall complete the physician's statement(s) for official leave of absence as designated in the current Human Resources Office procedures.

4. In the event an employee in his/her first year of service in the School District is dismissed, remaining sick leave available to that employee shall be prorated in such a manner that the total number of sick leave days used by that employee up to and including the effective date of termination shall not exceed:

- 1 day for one month's service
- 2 days for two months' service
- 3 days for three months' service
- 4 days for four months' service
- 5 days for five months' service
- 6 days for six months' service
- 7 days for seven months' service
- 8 days for eight months' service
- 10 days for nine months' service
- 12 days for ten months' service

5. Any ten-month employee who is working on an extension of service, i.e. summer school, shall be entitled to utilize up to one (1) day of his/her accumulated sick leave during this period of service, provided they contact a substitute. Each summer, Health Services will provide a list of available substitutes.

**C. Bereavement Leave**

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.

2. Immediate family, for purposes of sections C.1. and C.2., consists of:

- |        |         |             |                           |
|--------|---------|-------------|---------------------------|
| Spouse | Parent  | Grandchild  | Guardian in loco parentis |
| Child  | Sibling | Grandparent |                           |

Step-family in the above categories, where applicable

In-laws in the above categories, where applicable

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

Aunt	Niece	Cousin
Uncle	Nephew	

Step-family in the above categories, where applicable

In-laws in the above categories, where applicable

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

#### D. **Religious Days**

Present policy for religious observance shall continue in force.

#### E. **Compensation Cases**

1. Employees who become ill or injured due to circumstances arising out of and in the course of employment shall file a report of such illness or injury with the District and with the Worker's Compensation Board. Such report shall be filed within the time, and in the manner, required by the New York State Worker's Compensation 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 District will compensate said employee during the period of such illness or injury up to the amount of his or her full salary.

a. The District shall charge to the employee's accumulated sick leave any time taken because of such illness or injury for which the employee receives his or her regular salary. Such charge to, and deduction from, accumulated sick leave shall be proportionate to, and based upon, the percentage relationship between the employee's per diem rate and the daily compensation amount. No such pro rata deduction from accumulated sick leave shall be made in the event the compensable absence is the result of bodily or personal injury resulting from an assault upon the employee or because of gross negligence of the District, except where there is contributory negligence on the part of the employee.

b. In the event the number of compensation days exhausts the employee's accumulated sick days in any school year the employee shall continue to receive full salary. Sick days, which may be credited to the employee at the beginning of the next school year, shall not be charged against any compensation days taken during the prior year.

c. The District will also pay, in any compensable line of duty injury, all costs of medical expenses incurred as a result of said injury not covered by insurance provided by the terms of this Agreement. In case of an award, or third party settlement, loss of wages and/or medical or other expenses paid to the employee by the District and included in such settlement or award, shall be reimbursed to the District. Any lump sum settlement or award for permanent injury, or damages other than such loss of wages and/or medical or other expenses shall not be transferred to the Board.

2. 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 service connected disability 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.

3. Absences due to the communicable diseases which have been ruled by the New York State Worker's Compensation Board to be compensable shall not be charged against the employee's accumulated sick leave days, provided that a Worker's Compensation claim has been filed, proposed, and been accepted by the District. In compensation cases resulting from such illness, the weekly allowance paid the employee under Worker's Compensation will be transferred to the District.

**F. Catastrophic Health Insurance Protections (CHIPs)**

1. There shall be a Catastrophic Health Insurance Protections (CHIPs) 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. The committee shall review and pass upon applications for additional sick leave days submitted by members of the Unit. Any member wishing to apply for additional sick days would begin the process by sending a request for supplemental sick leave to the Superintendent or Designee. The Superintendent or Designee 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 Superintendent or Designee will immediately thereafter schedule a meeting of the Sick Leave Committee to review and evaluate the member's 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.

2. 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 sufficient sick leave to cover the member's health insurance costs, during 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). 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-ration does not exceed the general limitations set forth herein.

3. Other provisions:

a. In the event that there is a request to the sick bank and insufficient funding 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.

4. The decision of the Committee shall be final, binding, and not subject to the Grievance Procedure set for the in Article 18 (Grievance Procedure) of this Agreement.

5. Sick days donated since July 1, 2015, by unit members, active upon ratification of this contract, shall have those sick days credited to their sick leave balance, less any days they received from the sick leave bank since 2015.

6. Beginning September 2021, and in September of each subsequent year, the District will contribute up to \$50,000 to the STA CHIP fund balance unless and until the balance reaches \$100,000. The District's contribution will be adjusted downward in any year in which the full contribution will cause it to exceed \$100,000.

**G. Personal Leave**

1. All full-time employees shall be entitled to five (5) days of personal leave per school year, prorated for part-time employees. Any unused personal days shall be credited to the employee's sick leave account at the end of each school year.

2. Employees shall be required to notify their building Principals of their intention of using their personal leave day at least five (5) school days prior to the date of the leave, except under unusual circumstances. Although reasons need not be stated by the employee, it is understood and agreed that the purpose of this Article is to permit employees to attend to personal matters, which cannot be accomplished during other than normal working hours.

3. Use of consecutive Personal Leave days, except for reasons of family illness, shall be granted only after an employee has filed a request using the established online procedure through the Office of Human Resources stating reasons for such absence. Requests, which do not meet the intent of the use of Personal Leave (see 2 above) or are not filed sufficiently in advance, will be denied.

4. Personal Leave days may not be taken on days immediately preceding and/or subsequent to scheduled vacations except in cases of family illness or unless authorized by the Superintendent or their designee pursuant to a valid written request submitted by the employee using the established online procedure through the Office of Human Resources.

5. 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 Office of Human Resources 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.

#### **H. 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.

#### **I. Absence for Other Judicial or Administrative Proceedings**

When an employee is required to appear in Court, or for any other judicial proceeding, leave with full pay, as necessary to comply with the order, shall be granted, provided the appearance is in some way connected with the professional duties and responsibilities of the employee. Appearances, which are not in the line of duty in the District, will be judged on their individual merits by the Superintendent.

#### **J. Severe Weather and Other Emergency Conditions**

1. Each employee shall receive full pay for absence due to abnormally severe weather or other emergency conditions when so certified by the supervisor and approved by the Superintendent of Schools.

2. The official closing of schools by the Superintendent shall not result in loss of pay by an employee unless such absence is the result of unauthorized absence from duty by employees of the Unit or unless an employee has been granted excusal from duty, without pay, for the day or days of such closing.

3. Any employee who is on sick leave with pay on days when schools are closed due to weather 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.

4. In the event that schools are officially closed by the Superintendent for a period of time sufficient to require an alteration in the official School Calendar for the remainder of the year to make up the time lost, no additional compensation shall be paid to any employee for the days thereby added to the School Calendar.

**K. Professional Conferences**

1. Officially authorized Association delegates and/or alternates, as required, shall be granted time necessary with pay, to attend NYSUT, NYSUT Election District, Retirement, and AFT conventions, upon timely request to the Superintendent. All expenses shall be borne by the individual or the Association. Representatives of the Association, in addition to delegates and alternates, may also be excused by the Superintendent, or his/her designee, to perform official Association functions.

2. Excused absences, with pay, may be granted to any employee to attend professional meetings, conferences and workshops, when approved by the Superintendent or his/her designee.

**L. Adoption**

An employee shall be granted up to thirty (30) days of paid leave upon the legal adoption of a child. The number of paid days available for this purpose will be the number of unused personal leave days accumulated (and previously credited to sick leave) during the past ten (10) years. In those instances where an employee requests thirty (30) days and there are an insufficient number of such days accumulated, the remaining days shall be without pay.

**M. Leaves Without Pay**

There shall be a District Committee, consisting of one (1) Unit 10 employee to be appointed by the Association, one (1) Administrator to be appointed by the District, and one (1) individual to be selected by the other two (2), to review requests from employees for short term unpaid leaves of absence, of up to five (5) school days. Said leaves shall be granted only to accommodate unusual or extraordinary circumstances and limited to the extent there shall be no more than a total of fifteen (15) days available for leaves of this kind during any school year with exception of Adoption Leave (Article 9, L.). Written request for such leaves must be submitted to the Committee at least thirty (30) days prior to the date of the leave unless circumstances make it impossible to do so.

**ARTICLE 10  
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 supervisor's or building principal's office. The application shall be directed to the Chief Human Resources Officer, 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 Chief Human Resources Officer.

C. Leave of absence may be granted for a period of up to one (1) year. Special requests for periods of less than one (1) 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 a 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 (1) year for the purpose of professional activities, which, in the judgement 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. Child Care

a. Any employee shall be granted, upon written application, a child care leave for a period of time permissible under the regulations of the Onondaga County Civil Service Commission. Such leave will be granted without pay or increment and shall be granted for a period 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 maternity leave, and only one 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 other parent employed by the District, unless he/she can prove to the satisfaction of the District that there are exceptional and medically compelling circumstances which require him or her to remain at home.

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

5. Military

Military leave of absence for employees shall be granted pursuant to New York State Military Law § 242 and § 243 and any other State or Federal statutes such as the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA), which may apply. Such military leave of absence shall be granted to any employee while engaged in the performance of ordered military duty while going to and returning from such duty, as provided by law, 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. Absence of an employee, pursuant to this paragraph, during time of national emergency shall not constitute an interruption of continuous employment. An employee returning from military leave of absence shall be entitled to full military service credit then allowed for salary purposes to new applicants for positions in the District. All provisions of this subsection shall be amended in accordance with any changes in State or Federal legislation, which delimit any of the above provisions.

6. Illness in Immediate Family

Any employee on permanent appointment 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 school year and may be renewed consistent with the regulations of the Onondaga County Civil Service Commission provided, however, that 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 Article 10, Paragraph C and H above.

J. **Sabbatical Leave with pay**

1. Applicants for this leave must demonstrate that a requirement of the final year of preparation requires full time status as a student in residency.

2. The maximum number of employees eligible for this leave at any time shall not exceed three (3) full time employees. If there are more applicants than paid leaves available the more senior applicants will have preference. Seniority for this purpose shall be defined as years of service within the District by job title.

3. The maximum number of credit hours paid by the District to an employee on this leave will not exceed thirty (30) hours, inclusive of vouchers.

4. An employee on this leave may elect one of the following options:

- a. full salary received over a twelve (12) month period. The employee will have work assignments totaling twenty (20) weeks during college or university breaks, six (6) of which must be scheduled prior to the sabbatical leave. The District will establish the work assignments with input from the employee.
- b. full salary received over one-half of the District school year (five (5) months).
- c. half salary received over the District school year (ten (10) months).

5. Fringe benefits will be available consistent with existing District policy applicable to employees on paid leaves of absence.

6. Employees who have received a paid sabbatical leave must work a minimum of five (5) school years for the District subsequent to the leave. If the employee is capable of, but does not wish to

continue employment in the District for the five year period, the employee must reimburse the District for all salary paid during the sabbatical leave. If the employee completes less than five (5) years, reimbursement due to the District will be prorated for each year of completed service. The Superintendent, at his sole discretion, may waive reimbursement if the employee can substantiate that compelling personal reasons, beyond the employee’s control, render the employee unable to complete this commitment.

7. If the employee receives a verified job offer from another employer and is not offered a position by the District for which they have taken this education, the employee may accept the offered position and not be responsible for salary reimbursement.

**ARTICLE 11  
FRINGE BENEFITS**

A. Joint Health Care Management Group

**Representatives of the District and the Association agree to a Joint Health Care Management Group to evaluate, manage and address costs associated with the SCSD’s employee health insurance plan. The group will meet as needed but at least quarterly with the shared goal of identifying all possible health and dental benefits’ economies, potential benefit enhancements, and cost savings practices. As appropriate, the third party benefit administrators, insurance providers and consultants will be invited to participate.**

B. Dental Benefits for all Employees

The District will provide dental benefits as negotiated by the parties for eligible employees pursuant to the Syracuse City School District Dental Assistance Plan.

Effective:	Individual coverage:	Family coverage:
2019-2020	\$21.00	\$42.00
2020-2021	\$21.00	\$42.00
2021-2022	\$21.00	\$42.00
2022-2023	\$21.00	\$42.00
2023-2024	\$21.00	\$42.00

C. Vision Benefits for all Employees

1. Effective July 1, 2022 through June 30, 2024, the District shall reimburse the Association for each Unit 10 employee utilizing the Association’s vision plan at the NYSUT Vision individual and family plan rates. During this time, the District will engage in the RFP process with the participation of the Syracuse Teachers Association for a successor vision plan.

Effective:	Individual Annual Contribution	Family Annual Contribution

July 1, 2021-June 30, 2024	\$84.12	\$219.24
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Thereafter, all Unit 10 members will move to the District’s vision plan and pay the following rates:

Individual Annual Employee Contribution	Family Annual Employee Contribution
\$0.00	\$0.00

D. Medical Coverage for All Employees

1. The District will provide health benefit coverage for eligible employees pursuant to the Syracuse City School District Health Insurance Plan.
2. Employee payroll deductions are based on the premium equivalent rate (PER) established for each school year and the corresponding wage level.
3. The employee contributions for each year are stated at the maximum amount in Appendix H.
4. The PER shall be established for each year by September 1<sup>st</sup>.
5. The health insurance contribution will be published in the Administrative Bulletin and posted on the SCSD and STA’s web pages.
6. Employees will contribute to the cost of District provided healthcare benefits based upon the employee’s wages as of September 1.

NOTE: The Health Insurance Rate Chart is listed as Appendix H in the document.

E. Medical and Prescription Coverage for Employees on the Preferred Provider Organization (PPO) Healthcare Plan:

Members with a start date before July 1, 2022, who are currently enrolled on the PPO plan, shall be eligible for benefits in the Syracuse City School District Preferred Provider Organization Healthcare Plan.

1. The co-pay on medical provider visits will be \$15.00. The Emergency Room Co-pay shall be \$100.00.
2. For all members hired prior to July 1, 2022, the current out of network deductible of \$75.00 for individual and \$225 for family shall remain in effect.
3. Prescription co-pays shall be as follows:



Employee co-pays:	Mail Order	Retail
Generic	\$12.50	\$5.00
Preferred	\$75.00	25%
Non-preferred	\$95.00	25%

F. Medical and Prescription Coverage for Employees on the Health Savings Deductible Healthcare Plan (HSDP):

Members with a start date on or after July 1, 2022, or who elect to switch from the point of service plan, will be eligible to enroll in the Syracuse City School District Health Savings Deductible Healthcare Plan.

1. In order to maintain HSA-qualifying status, the annual deductible for individual and family coverage shall be set for the duration of the school year (July 1 – June 30) based on the announced or expected increase to the IRS minimum amount during that school year. Annual employee health insurance contribution and deductible amounts will be published in the Administrative Bulletin and posted on the District’s web page.
2. The District reserves the right to increase the deductible of the HSDP option in order to maintain qualification under the IRS regulations.
3. Qualifying employees enrolled in the HSDP shall be eligible to receive a single employer contribution into a Health Savings Account (HSA). In order to qualify, employees must have created a District-approved HSA, be deducting at least \$25 from each paycheck into this HSA and must have never received HSA seeding from the District before.
  - a. Employees enrolled in single coverage at the time they initially qualify for the employer contribution shall receive \$1,000. Employees enrolled in the family coverage at the time they initially qualify for the employer contribution shall receive \$1,500.
  - b. Employees who resign, are terminated, or who give notice of such, shall not receive any employer contribution.

G. Retiree Health Insurance Coverage

Retiree health benefit eligibility shall be fifteen (15) years in the Syracuse City School District for members hired after September 28, 2007. Members hired on or prior to September 28, 2007 shall continue to be eligible for the Retiree Health Benefit after ten (10) years in the Syracuse City School District.

1. Employees who retire on or after January 1, 2022 shall pay the following contributions for retiree health insurance:

Retiree (non-Medicare) Contributions	\$128 Single Plan \$340 Family Plan
Medicare Advantage	\$64 Single Plan (1/2 retiree POS rate) \$128 Family Plan

\*Families that have one Medicare-eligible individual and one or more non-Medicare eligible individuals will be charged the combination of Medicare and non-Medicare single rates.

2. Medicare eligible retirees and their Medicare-eligible dependents must apply for and pay for Medicare Part B coverage to the Center of Medicare & Medicaid Services.

3. Retiree health care contributions for each successive school year (July 1- June 30) of this contract shall increase based on the annual percentage increase in active employee contributions.

H. Coordination of Benefits

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

I. Flexible Benefit Plan

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.

J. Payroll Deduction Plans

The District and the Association agree to study any additional payroll deduction plans which the Association desires to implement at a time mutually agreeable to both parties, if such plans can be handled on existing equipment in the District, in an economical manner, and are legally permissible. No payroll deduction initiated by an employee shall be processed in an amount less than one dollar (\$1.00) per check.

K. School Function Passes

Each employee shall be granted, on request, a pass for school functions in the District for which admission is charged. Passes shall be available through each school office.

L. Eligibility for coverage

For any employee hired before July 1, 1978, eligibility shall be determined under the administrative regulations of the benefit plans and no employee who fails to qualify under the rules of the plan 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. No grievance shall be entertained, nor shall any arbitrator have the power to award redress, which would require the District to pay any health or dental insurance benefit which is disallowed by the present Plans 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 plan if the employee feels any determination made by the plan regarding eligibility is inappropriate.

The District will provide health benefit coverage for eligible employees pursuant to the Syracuse City School District Health Insurance Program.

M. Sick Leave Conservation Incentive Plan

1. Eligibility

To be eligible under the Sick Leave Conservation Incentive Plan, an employee must have been employed by the District a minimum of ten (10) years, to be eligible for retirement benefits under the applicable New York State 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.

3. Unused Sick Day Incentive Computation

Unused Sick Day Incentive for an eligible employee will be computed by multiplying the employee's accumulated and unused sick leave times either 35% or 25% of the value per full-time day based on the salary including longevity being received at the time of retirement. Sick leave used in the computation of the incentive will be considered consumed and no longer available to the employee as paid sick leave. Consequently, only the final year's sick leave allocation will be available for use as the result of bona fide absences due to sickness.

Any employee who is eligible for retirement under the terms of their New York State Retirement System and submits an irrevocable notice of retirement by February 28<sup>th</sup> and retires between June 30 and December 31<sup>st</sup> of the same calendar year, shall receive a stipend, that will

be computed by multiplying the employee's accumulated and unused sick leave times 35% of the value per full time day based on the salary including longevity being received at the time of retirement.

A member who meets the above criteria but does not submit the notice by February 28th shall receive a stipend that will be computed by multiplying the employee's accumulated and unused sick leave times 25% of the value per full-time day based on the salary including longevity being received at the time of retirement.

Furthermore, a member who meets the above criteria except does not submit the notice by February 28<sup>th</sup> shall receive a stipend that will be computed by multiplying the employee's accumulated and unused sick leave times 35% of the value per full-time day based on the salary including longevity being received at the time of retirement if the CHIPs Committee determines this exception is warranted by an unforeseen life changing event resulting in a bona fide economic hardship, that occurred after February 28<sup>th</sup>.

4. Payment

The parties agree to continue the current practice of making any retirement stipend in a member's 403(b) account. If a member does not have a 403(b), they must establish an account with an approved provider.

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 Chief Human Resources Officer to reduce the balance of the unpaid entitlement by the appropriate amount for each day so reclaimed.

N. The District and the Association agree that the indemnification provisions of the Education Law shall apply to all Unit 10 employees in the performance of their duties within the scope of their employment.

O. The District will provide a professional malpractice insurance policy providing coverage to school nurses acting within the scope of their employment with the District and will assume all costs of the policy.

**ARTICLE 12  
SUPPLIES, MATERIALS, AND EQUIPMENT**

The District recognizes that appropriate materials, facilities, and other supplies and equipment are the tools of the health profession. The District further recognizes the need for equipment to be made available whenever possible and in good working order. In order to meet these needs, a committee will be formed to identify, prioritize, and set short and long range goals to meet these needs, including budgetary recommendations.

**ARTICLE 13**  
**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. An appropriate health office. An appropriate work space for occupational and physical therapy and health attendants.
2. Space in each health office in which employees may safely store materials and supplies.
3. A work area containing adequate equipment and supplies, including appropriate technology equipment.
4. A separate desk with lockable drawer space for each employee.
5. A telephone in the health office connected with the District's switchboard.
6. Suitable closet space for each employee to store personal items.
7. The Board should provide free parking for employees at all schools.
8. The facilities and utilities of each school building, owned, rented or housing a program, should 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. This article shall also apply to any non-SCSD site in which Unit 10 employees are required to work.
9. It is the policy of the Syracuse City School District to provide a safe and healthy work environment for all employees and to comply with all local, state and federal statutes, guidelines, and regulations relating to the work environment and infection prevention and control. In so doing, it shall continue to effectuate and implement regulations promulgated pursuant to the Occupational Safety and Health Act (OSHA) and the New York State Public Employee Safety and Health Bureau (PESH), as amended from time to time, with regard to the general issue of infection control and those measures to be taken to prevent and treat the various forms of infection to which employees may be exposed.
10. The District's Health and Safety Committee will meet regularly to discuss health and safety issues. The District will utilize the standard form for reporting health and safety concerns and issues to the District's Facilities Department. The Facilities Department shall promptly address such issues and concerns. The Facilities Department shall also share the reports, and the actions taken, with the District's Health and Safety Committee.

**ARTICLE 14**  
**ASSOCIATION AND BOARD RIGHTS**

- A. When it is necessary for the President of the Unit, or his/her designee, to engage in Association activities directly relating to the Association's duties as representative of Unit 10, which cannot be performed other than during working hours, the Superintendent, or his/her designated representative, may give such time, without loss of pay as is necessary to perform any such activities. The President, or his/her 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. Whenever possible, the President of the Unit shall give advance notice of his/her visit, and, upon arrival, report his/her presence to the office.
- 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 meeting to present reports and announcements, but no employee shall be required to remain for that portion of the meeting.

**ARTICLE 15**  
**EMPLOYEE-ADMINISTRATOR LIAISON**

- A. Except in emergency situations, employees shall be notified of any staff meetings at least twenty-four (24) hours in advance.
- B. An appropriate means may be established for recording the presence of each employee each day.
- C. The Association will, upon request, be furnished with the names and addresses of employees of the Unit.
- D. There shall be six (6) mandatory staff meetings annually for nurses and health attendants assigned to health offices. The Supervisor of Health Services will schedule the meetings. The meetings shall be one and one-half (1/2) hour long. Nurses and health attendants shall be compensated at their hourly rate. The provisions of this section are contingent upon the SCSD identifying a funding source for each fiscal year. Unit 10 employees will be notified in September of the staff meeting schedule and whether or not funding is available for the year (whenever possible). Nothing in this provision shall prevent a Unit 10 employee from voluntarily attending a staff meeting in the event that the SCSD is unable to identify an appropriate funding source.
- E. The SCSD will meet with a Unit 10 Labor Management Committee five (5) times per year, more often if requested by either party. The committee will consist of up to five (5) representatives from the SCSD and three (3) Unit 10 employees and two (2) STA representatives. The meetings will be held during regular school hours. Agendas will be mutually developed. The Committee shall also establish a representative Supplies, Materials and Equipment Committee to examine and discuss issues impacting working conditions for Unit 10 Members including but not limited to, major equipment purchases, small

purchases, facility renovations and repairs. The Supplies, Materials and Equipment Committee will be formed on an ad hoc basis and report to the Labor Management Committee.

**ARTICLE 16**  
**USE OF SCHOOL FACILITIES**

A. The Association will have the right to use school buildings for meetings, without cost and at reasonable times. The Association will pay for additional custodial costs involved. The Association shall apply for a permit through the Facilities Office.

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 in Unit 10 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 17**  
**DUES DEDUCTIONS**

Dues deductions will be made for members of the Association upon presentation of dues authorization card signed by the member in accordance with the conditions set forth on such card.

1. Members shall be entitled to have membership dues for the Association and its affiliates collected via payroll deduction. Such authorization shall continue from year to year unless revoked in writing by the member. Upon receipt of a written authorization from the member directing payroll deduction, the District shall deduct and remit the bimonthly dues from the regular salary of each employee. For new hires, such deduction is to begin no later than thirty (30) days after the effective date of employment, provided written authorization for payroll deduction has been provided by the Association to the District prior to the payroll processing deadline for the applicable pay period.

2. Revocation of union membership must be made in writing to the Association.

3. Each payroll period the District will provide the Association a breakdown of the Association's membership dues deductions by member.

**ARTICLE 18**  
**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” – the Superintendent of Schools.

4. “Association” – the Syracuse Teachers Association.

5. “Representative” – a representative of the Syracuse Teachers Association.

6. “Aggrieved party” – any employee(s) in the Unit filing a grievance.

7. “Party in interest” – the Grievance Committee of the Association and any party named in a grievance whom is not the aggrieved party.

8. “Hearing Officer” – 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” – school days under this Article.

**C. Procedures**

1. All grievances shall be filed in accordance with the form. 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 employee 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 employee 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.

b. 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.

c. 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 of 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 permanent appointments, and/or commencement of discipline or discharge of 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.

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.

7. Any grievance based on a complaint that an employee'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 Chief Financial Officer, 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 Chief Financial Officer. 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 Chief Financial Officer.

8. 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.

9. 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 employee 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 19 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 not to be part of the Agreement, and this Agreement shall be 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 agreements arising out of such discussion shall be committed to writing and appended to this Contract as amendments hereto, after written notice of ratification by both parties have 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 negotiation, as provided in Article 20 (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 employee 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.

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 professional disadvantages by reason of his/her membership in the Association, or participation in its 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 three (3), 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 employee of the Grievance Committee or other representative, 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.

## **ARTICLE 20 DURATION**

The provisions of this Agreement shall be effective as of July 1, 2019, and shall remain in full force and effect up to and including June 30, 2024, 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.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 20 day of January, 2023

By: Nicole Capsello

Nicole Capsello, President  
Syracuse Teachers Association, Inc.

By: Anthony Q. Davis

Anthony Q. Davis  
Superintendent of Schools

By: Janet Tousaw

Janet Tousaw  
President, Unit 10

**APPENDIX A  
SALARY BASE**

<b>Titles</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
<b>Nurse</b>	2.5% retro added to base salary* + \$500 Cash**	2.5% retro added to base salary* + \$500 Cash**	3% added to base*	3% added to base*	3% added to base*
			+\$500 for any nurse completing 1 <sup>st</sup> year	+ \$300 for any nurse completing 1 <sup>st</sup> year	+ \$150 for any nurse completing 1 <sup>st</sup> year
				\$1,000 stipend - add to base - for PD removal*	
				\$2,915 stipend – add to base - for 1/2 hour increase workday*	
				\$2,800 HDHP Stipend – add to base *	
Starting Salary	\$37,311	\$37,311	\$38,430	\$39,583 + 6,715 <i>(from 3 above stipends)</i> \$46,298	\$47,687
<b>Health Attendant and School Health Aide</b>	2.5% retro added to base salary* + \$350 Cash**	2.5% retro added to base salary* + \$350 Cash**	3% added to base*	3% added to base*	3% added to base*
			+ \$300 for any Health Attendant or School Health Aide completing 1 <sup>st</sup> year	+ \$200 for any Health Attendant or School Health Aide completing 1 <sup>st</sup> year	+ \$100 for any Health Attendant or School Health Aide completing 1 <sup>st</sup> year
				\$600 stipend – add to base - for PD removal*	
				\$2,350 stipend – add to base - for 1/2 hour increase	



				\$2,000 HDHP Stipend – add to base*	
Starting Salary	\$25,763	\$25,763	\$26,536	\$27,332 + 4,950 <i>(from 3 above stipends)</i> \$32,282	\$33,250
<b>Titles</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
<b>School Youth Worker</b>	2.5% retro added to base salary*	2.5% retro added to base salary*	3% added to base*	3% added to base*	3% added to base*
				\$600 stipend for PD removal*	
				\$2,350 stipend for 1/2 hour increase	
				\$2,000 HDHP Stipend*	
Starting Salary	\$30,027	\$30,027	\$30,928	\$31,856 + 4,950 <i>(from 3 above stipends)</i> \$36,806	\$37,910
<b>Occupational Therapy Assistant and Physical Therapy Assistant</b>	2.5% retro added to base salary*	2.5% retro added to base salary*	3% added to base*	3% added to base*	3% added to base*
				\$600 stipend – add to base - for PD removal*	
				\$2,350 stipend – add to base -for 1/2 hour increase	
				\$2,000 HDHP Stipend – add to base*	
Starting Salary	\$31,670	\$31,670	\$32,620	\$33,599 + 4,950 <i>(from 3 above stipends)</i> \$38,549	\$39,705

**APPENDIX B**  
**SALARY INCREASES**

In the years between the expiration of this collective bargaining agreement and the implementation of its successor agreement, all Unit members shall receive an annual cost of living adjustment of 1.5% added to their base salaries. These increases will be considered as part of any future increase negotiated between the District and the Association. This clause will expire June 30, 2026.

Retroactive payments will be paid to active Unit members employed by the District on the date of board approval of the tentative agreement and any retirees who retired between July 1, 2019 and the date of board approval of the tentative agreement.

**APPENDIX C  
LONGEVITIES**

Longevity increases of \$600.00 after completion of five (5) years of consecutive service, \$700.00 after completion of seven (7) years of consecutive service, \$700.00 after completion of ten (10) years of consecutive service, \$700.00 after completion of twelve (12) years of consecutive service, \$800.00 after completion of fifteen (15) years of consecutive service and each five (5) years thereafter.

Longevities or stipends will automatically be added to pay.

**APPENDIX D**  
**STIPENDS**

- \* License Stipend – Employees working as school nurses possessing a registered nurse license receives a stipend of \$500 as part of their salary. Occupational therapy assistants and physical therapy assistants possessing a NYS license will receive this stipend.
- \* Degree Stipend – Employees who currently possess or who achieve a Bachelor’s Degree shall be paid a stipend of \$400. (For employees who possess an RN license, the stipend for a Bachelor’s Degree shall be \$150.)
- \* Special Stipend – \$250 in addition to salary for all youth workers and social worker assistants.
- \* These stipends, once added to base salary, shall not be repeated.

**APPENDIX E**  
**SUBSTITUTE SERVICE**

When a health attendant substitutes for a Unit 1 staff employee, the health attendant shall be paid an additional amount equal to the substitute service rate for Unit 8 for each day of substitute service. If such substitute duty exceeds fifteen (15) consecutive school days, the health attendant shall be paid at the Unit 1 Salary Schedule base rate.

**APPENDIX F  
CAREER LADDER**

Purpose: To provide Unit 10 employees with necessary training and skills development opportunities in order to meet the general and unique needs of the Syracuse City School District while concurrently allowing the advancement of the employee's formal education.

A. Master's or Bachelor's Study (for all Unit 10 Employees)

1. Employees eligible for this study must be accepted in a program leading to a Bachelor's or Master's degree in order to qualify for the following benefits.

2. Each employee will be eligible to receive up to twelve undergraduate or graduate hours of paid tuition per fiscal year (July 1 – June 30) at the State University of New York tuition rates. The maximum number of hours (graduate or undergraduate) paid by the District by all provisions of the contract will not exceed 12 hours unless the employee is participating in a paid sabbatical leave as provided below. Employees shall not receive more than six (6) credit hours of paid tuition per college semester, except in extenuating circumstances and approved by the Office of Human Resources.

3. Tuition costs will be directly paid by the District to the College/University as long as a B average is maintained by the employee. If a B average is not maintained, the employee must assume payment of tuition costs. The District will reimburse direct payment once a B average is again maintained.

4. The District will not pay tuition for or otherwise reimburse employees of the Unit for any hours taken beyond the Master's degree.

**2019 - 2024 Health Insurance Rates - POS Plan**

Rates change September 1st

Health Contributions 2019-2020			Annual		Per Paycheck	
Salary	Level	%	Individual	Family	Individual	Family
\$0.00-\$29,999	1	10	\$798.40	\$2,107.50	39.92	105.38
\$30,000 - \$42,052	2	12	\$958.08	\$2,529.00	47.90	126.45
\$42,053 - \$59,999	3	17	\$1,357.27	\$3,582.75	67.86	179.14
\$60,000 - \$79,999	4	20	\$1,596.79	\$4,215.00	79.84	210.75
\$80,000 - \$99,999	5	22	\$1,756.47	\$4,636.50	87.82	231.83
\$100,000 + Above	6	27	\$2,155.67	\$5,690.25	107.78	284.51

PREMIUM EQUIVALENT RATE (ACTUAL)	
Individual	\$7,984
Family	\$21,075

Health Contributions 2020-2021			Annual		Per Paycheck	
Salary	Level	%	Individual	Family	Individual	Family
\$0.00-\$29,999	1	10	\$798.40	\$2,107.50	39.92	105.38
\$30,000 - \$42,052	2	12	\$958.08	\$2,529.00	47.90	126.45
\$42,053 - \$59,999	3	17	\$1,357.27	\$3,582.75	67.86	179.14
\$60,000 - \$79,999	4	20	\$1,596.79	\$4,215.00	79.84	210.75
\$80,000 - \$99,999	5	22	\$1,756.47	\$4,636.50	87.82	231.83
\$100,000 + Above	6	27	\$2,155.67	\$5,690.25	107.78	284.51

PREMIUM EQUIVALENT RATE (ACTUAL)	
Individual	\$7,984
Family	\$21,075

Health Contributions 2021-2022			Annual		Per Paycheck	
Salary	Level	%	Individual	Family	Individual	Family
\$0.00-\$29,999	1	10	\$798.40	\$2,107.50	39.92	105.38
\$30,000 - \$42,052	2	12	\$958.08	\$2,529.00	47.90	126.45
\$42,053 - \$59,999	3	17	\$1,357.27	\$3,582.75	67.86	179.14
\$60,000 - \$79,999	4	20	\$1,596.79	\$4,215.00	79.84	210.75
\$80,000 - \$99,999	5	22	\$1,756.47	\$4,636.50	87.82	231.83
\$100,000 + Above	6	27	\$2,155.67	\$5,690.25	107.78	284.51

PREMIUM EQUIVALENT RATE (ACTUAL)	
Individual	\$7,984
Family	\$21,075

Health Contributions 2022-2023			Annual		Per Paycheck	
Salary	Level	%	Individual	Family	Individual	Family
\$0.00-\$29,999	1	10	\$862.64	\$2,284.00	35.94	95.17
\$30,000 - \$42,052	2	12	\$1,035.17	\$2,740.80	43.13	114.20
\$42,053 - \$59,999	3	17	\$1,466.49	\$3,882.79	61.10	161.78
\$60,000 - \$79,999	4	20	\$1,725.29	\$4,567.99	71.89	190.33
\$80,000 - \$99,999	5	22	\$1,897.82	\$5,024.79	79.08	209.37
\$100,000 + Above	6	27	\$2,329.14	\$6,166.79	97.05	256.95

PREMIUM EQUIVALENT RATE (ACTUAL)	
Individual	\$8,626
Family	\$22,840

Health Contributions 2023-2024			Annual		Per Paycheck	
Salary	Level	%	Individual	Family	Individual	Family
\$0.00-\$29,999	1	10	\$931.66	\$2,466.72	38.82	102.78
\$30,000 - \$42,052	2	12	\$1,117.99	\$2,960.06	46.58	123.34
\$42,053 - \$59,999	3	17	\$1,583.81	\$4,193.42	65.99	174.73
\$60,000 - \$79,999	4	20	\$1,863.31	\$4,933.43	77.64	205.56
\$80,000 - \$99,999	5	22	\$2,049.64	\$5,426.77	85.40	226.12
\$100,000 + Above	6	27	\$2,515.47	\$6,660.13	104.81	277.51

PREMIUM EQUIVALENT RATE (+8% PROJECTED)	
Individual	\$9,317
Family	\$24,667

**2022 - 2024 Health Insurance Rates - HDHP Plan**

Rates change September 1st

Health Contributions 2022-2023			Annual		Per Paycheck	
Salary	Level	%	Individual	Family	Individual	Family
\$0.00-\$29,999	1	10	\$726.82	\$1,924.36	30.28	80.18
\$30,000 - \$42,052	2	12	\$872.18	\$2,309.23	36.34	96.22
\$42,053 - \$59,999	3	17	\$1,235.59	\$3,271.41	51.48	136.31
\$60,000 - \$79,999	4	20	\$1,453.63	\$3,848.71	60.57	160.36
\$80,000 - \$99,999	5	22	\$1,599.00	\$4,233.58	66.62	176.40
\$100,000 + Above	6	27	\$1,962.40	\$5,195.76	81.77	216.49

PREMIUM EQUIVALENT RATE (ACTUAL)	
Individual	\$7,268
Family	\$19,244

Health Contributions 2023-2024			Annual		Per Paycheck	
Salary	Level	%	Individual	Family	Individual	Family
\$0.00-\$29,999	1	10	\$785.00	\$2,078.30	32.71	86.60
\$30,000 - \$42,052	2	12	\$942.00	\$2,493.96	39.25	103.92
\$42,053 - \$59,999	3	17	\$1,334.50	\$3,533.11	55.60	147.21
\$60,000 - \$79,999	4	20	\$1,570.00	\$4,156.60	65.42	173.19
\$80,000 - \$99,999	5	22	\$1,727.00	\$4,572.26	71.96	190.51
\$100,000 + Above	6	27	\$2,119.50	\$5,611.41	88.31	233.81

PREMIUM EQUIVALENT RATE (+8% PROJECTED)	
Individual	\$7,850
Family	\$20,783