

CONTRACTUAL AGREEMENT

between the

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

and the

**CENTRAL & NORTHERN NEW YORK
BUILDING TRADES COUNCIL**

Representing

UNIT 5

Effective July 1, 2014

to

June 30, 2019

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ARTICLE 1 RECOGNITION

The Syracuse City School District (hereinafter referred to as "District") recognizes the Central and Northern New York Building Trades Council (hereinafter referred to as "CNNYBTC" as the Collective Bargaining Unit 5 Maintenance and Trades (hereinafter referred to as "Unit") represented by the individual unions which are signatories to this Agreement.

ARTICLE 2 NO STRIKE CLAUSE

The Unit affirms it does not assert the right to strike, assists or participate in any strike, or impose an obligation to conduct, assist or participate in any strike, slowdown or work stoppage pursuant to Section 210 of New York State Civil Service Law.

ARTICLE 3 NON-DISCRIMINATION CLAUSE

It is the policy of the District and the Unit that the provision of this Agreement shall be applied to all employees without regard to 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 legally protected category under federal, state or local law.

ARTICLE 4 MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A. It is agreed that the District has complete authority over the policies and administration of all District departments and operations, which it shall exercise under the provisions of law and in fulfilling its responsibilities under this Agreement.
- B. Said authority shall include the establishment of work rules and regulations consistent with the terms of this Agreement. The District retains the authority, including (but not limited to) the right to establish, eliminate or modify operations, to determine the size of the work force, the work performed and its place of performance. The right to deal with any matter which involves the District, but is not specifically covered by this Agreement, shall be retained by the District.

ARTICLE 5 ASSOCIATION RIGHTS

- A. The District shall, upon thirty (30) day notice and receipt of a written and signed direction from each employee which shall be in all respects in compliance with state and federal law, deduct from the wages due such employee the regular union dues and fees fixed by the Union and shall remit such amounts to the Union treasury on a regular monthly basis. Employees may revoke such payroll deduction authorization at any time upon a written thirty (30) day notice to the designated District official.

B. Stewards – The CKNYBTC shall designate one employee to act as steward for all trades represented at the School District only.

C. Job Posting

When a job opening occurs in a skilled classification, the District will notify the respective trade of its intention to fill such vacancy. The District will provide such notice in advance of any action to seek referral from other sources.

Upon such notification, the trade union so notified shall submit the names of at least three (3), but not more than six (6), skilled tradesmen to the District for consideration. Individuals so referred shall promptly make themselves available to be interviewed.

This Section is not intended to limit the right of the District to pursue other referral sources as a means of locating candidates for employment. Furthermore, the District reserves its appointing authority to make a final determination in the selection of appropriate candidates for employment in the skilled trade's position.

ARTICLE 6 HOURLY WAGE RATES

A. Effective from July 1, 2014, through June 30, 2019, the following rates shall apply:

| <u>Position</u> | <u>7/1/14</u> | <u>7/1/15</u> | <u>7/1/16</u> | <u>7/1/17</u> | <u>7/1/18</u> |
|-------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Carpenter Journeyman | \$34.10 | \$35.10 | \$35.60 | \$36.10 | \$36.60 |
| Carpenter Crew leader | \$36.85 | \$37.85 | \$38.35 | \$38.85 | \$39.35 |
| Electrician Journeyman | \$35.24 | \$36.24 | \$36.74 | \$37.24 | \$37.74 |
| Electrician Crew leader | \$38.38 | \$39.38 | \$39.88 | \$40.38 | \$40.88 |
| Mason Journeyman | \$34.50 | \$35.50 | \$36.00 | \$36.50 | \$37.00 |
| Mason Crew leader | \$36.27 | \$37.27 | \$37.77 | \$38.27 | \$38.77 |
| Painter Journeyman | \$32.83 | \$33.83 | \$34.33 | \$34.83 | \$35.33 |
| Painter Crew leader | \$34.60 | \$35.60 | \$36.10 | \$36.60 | \$37.10 |
| Plasterer/Cementer | \$33.79 | \$34.79 | \$35.29 | \$35.79 | \$36.29 |
| Plumber Journeyman | \$34.59 | \$35.59 | \$36.09 | \$36.59 | \$37.09 |
| Plumber Crew leader | \$36.62 | \$37.62 | \$38.12 | \$38.62 | \$39.12 |
| Sheet metal Journeyman | \$35.24 | \$36.24 | \$36.74 | \$37.24 | \$37.74 |
| Sheet metal Crew leader | \$37.38 | \$38.38 | \$38.88 | \$39.38 | \$39.88 |
| Steamfitter Journeyman | \$34.64 | \$35.64 | \$36.14 | \$36.64 | \$37.14 |
| Steamfitter Crew leader | \$36.70 | \$37.70 | \$38.20 | \$38.70 | \$39.20 |

Rates printed are for increases of:

\$1.00 per hour-July 1, 2014
\$1.00 per hour-July 1, 2015
\$0.50 per hour-July 1, 2016
\$0.50 per hour-July 1, 2017
\$0.50 per hour-July 1, 2018

B. Acting Crewleader

When the regular crewleader is not performing in that capacity and when three or more employees (to include temporary and seasonal skilled trades) of the same trade and within the same department perform a job where a layout is necessary and ordering materials is required, then one of the employees shall be designated as "crewleader" and receive crewleader wages only for the duration of that specific job. Such crewleader designation is not to be considered as a permanent title or permanent assignment.

Crew leader Definition

When three or more employees (to include temporary and seasonal skilled trades) of the same trade and are employed in the same department, then one of the employees shall be designated as "crew leader" and receive crew leader wages.

His/her duties shall include lay out and ordering of materials when required.

**ARTICLE 7
HOLIDAYS**

A. Employees within the defined unit shall follow the non-teaching personnel holiday schedule.

B. To be eligible for holiday pay, employees must be present, or constructively present (drawing sick leave pay), on the day before or day after the holiday.

**ARTICLE 8
HOURS OF WORK/WORK WEEK/
ABANDONMENT OF POSITION**

A. The normal work day is established at eight (8) hours excluding lunch and forty (40) hours of work shall constitute a regular work week. The work week for employees shall begin on Monday at 7:00 a.m. and end at 11:00 p.m. the following Friday.

B. Lunch hour is defined as one-half (1/2) hour inclusive of any travel to and from lunch.

C. In the event that any employee terminates his or her service with the School District voluntarily and does not provide the District with at least two (2) weeks' notice, s/he shall be subject to loss of all accumulated sick leave, holiday, and vacation time, and other fringe benefits, at the discretion of the Superintendent of Schools. Any employee who does not report for work three (3) days without notification to the Personnel Office shall be considered as having abandoned his or her position with the Syracuse City School District.

**ARTICLE 9
PERSONAL DAY**

The District will grant each full-time employee in the unit, three days of personal leave per school year on a cumulative basis. Such personal leave day shall be granted only for reasons which are

financial (real estate closing, Internal Revenue business), legal (court appearance, estate settlement, legal consultations, reading of will, adoption), education (involving personal or family registration, graduation) or such other valid reason approved by the District. An employee's request for the use of said personal day shall be made in writing and must be submitted at least five (5) working days in advance, to the immediate supervisor.

ARTICLE 10 SICK LEAVE

Members of the Unit employed with effective dates subsequent to July 1 shall be credited with four (4) sick leave days for the first six (6) months of employment and one (1) additional sick leave day per month for the remainder of the first year during which they are employed. On July 1 of each succeeding year, employees shall receive fifteen (15) days, cumulative upon an unrestricted basis.

Members will be eligible to utilize sick time in one (1) hour increments for medical visits with one week notice. In the case of an emergency situation whereas a member cannot give sufficient notice, proof of attendance/doctors verification would be required by the member in order to utilize sick leave in one (1) hour increments. This will be limited to 10 hours per year.

In the event that the member is diagnosed with a chronic illness that requires continuing intermittent medical treatment, the Member will be eligible to utilize sick leave in one (1) hour increments for medical visits with one week notice. The ten hour limit will not apply.

ARTICLE 11 JURY DUTY

Each employee shall be granted leave with 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 administrator for maintenance and operations, or the superintendent of buildings and grounds, to that effect, on the first school day following receipt of such notice by providing to the administrator a copy thereof.

ARTICLE 12 VACATIONS

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

| Prorated vacation days | Prorated vacation days | Prorated vacation days | Prorated vacation days |
|------------------------|------------------------|------------------------|------------------------|
| July – 10 | August – 9 | September – 8 | October – 7 |
| November – 7 | December – 6 | January – 5 | February – 4 |
| March – 3 | April – 2 | May – 2 | June – 1 |

| Years completed service: | Eligible vacation days: |
|------------------------------------|-------------------------|
| 1 full year of completed service | 10 vacation days |
| 8 full years of completed service | 15 vacation days |
| 17 full years of completed service | 20 vacation days |
| 23 full years of completed service | 25 vacation days |

B. Annual vacation shall not be restricted to the summer months, but may be taken at any time in the vacation year which is not detrimental to the area in which the employee works as determined by the District.

C. Crew leader – In the absence of a crew leader, the District, at its discretion, shall appoint an employee for the duration of the absence. If the acting crew leader serves for one (1) day or more s/he shall receive the crew leader's rate of pay established for that position from the first day s/he assumed that position.

D. The employee's written request for vacation period must be submitted at least ten (10) working days in advance, to his or her immediate Supervisor for approval. Final review and authorization will be by the Personnel Division. Decision on approval or disapproval shall be made within five (5) work days thereafter.

E. The employee's written request for a single vacation day must be submitted at least two (2) working days in advance, to his or her immediate Supervisor for approval.

F. Should an employee be called back to work during his or her vacation, s/he shall be credited with additional vacation days equal to the number of days lost by the early return to work.

G. If any allowable holiday is observed during the employee's vacation period, an additional day of vacation shall be granted to said employee.

H. At termination of employment, any earned vacation shall be paid to the employee by the School District at the discretion of the Superintendent of Schools. An employee shall have the right to receive earned vacation time upon retirement.

I. No employee shall take vacation time prior to the July 1 eligibility date, except in the case of emergency, and with the approval of the Superintendent of Schools, or his or her designee, upon timely written application.

J. It is agreed that the payroll department will automatically rollover any remaining unused vacation days from a previous year and they will be automatically combined with any new vacation days that the employee will be receiving on July 1st. Those unused remaining vacation days must

be used, pending the employee's supervisor's approval, prior to December 31st of the new vacation year or they will be lost.

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

L. For the purpose of calculating vacation eligibility of employees hired by the School District prior to the effective date of this Agreement, those employees whose anniversary date falls between July 1 and December 31 shall use July 1 as a vacation eligibility date.

ARTICLE 13 HEALTH INSURANCE

A. Health Insurance

1. The District will provide health insurance for eligible employees pursuant to the Syracuse City School District Health Insurance Program as modified by the Health Plan Addendum.

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

The initial percentages reflected in the chart attached are based upon the finalized 2006-2007 premium equivalents (July to June). For subsequent years, the parties have agreed that the percentages will be based upon a maximum 8% increase per year of the premium equivalent. Should the premium equivalent increase be less than 8%, then the dollar amounts contributed by the employees shall be based on the actual premium equivalent.

Retiree health eligibility shall be fifteen (15) years in the Syracuse City School District.

b. Medicare Advantage/Employer Group Waiver Plan (EGWP)

The parties agree effective January 1, 2016 all Medicare Eligible retirees (65 years of age and over or disabled) will be enrolled in the District's Medicare Advantage (MA) health care plan and Employer Group Waiver Plan (EGWP) prescription drug plan. Medicare-eligible retirees currently enrolled in the District's Health Care Plan will migrate to the MA & EGWP plans effective January 1, 2016 and all who retire after January 1, 2016 will be enrolled in the MA & EGWP once they are both retired and Medicare-eligible. Medicare-eligible retirees are required to enroll in both Medicare Parts A and B.

This new plan will be actuarially equivalent to the existing plan and will provide access to a comparable network of health care providers. Members of this plan will experience no lapse in health insurance coverage due to the transition to the Medicare Advantage and EGWP plans.

The Medicare Advantage and EGWP plans will be operated to maintain compliance with federal and state law. The plan will be updated each year to conform to federal and state laws.

The District will arrange with the provider of the Medicare Advantage/Employer Group Waiver Plan to communicate all changes to the members of this plan in a timely manner. When a member needs assistance the District will arrange a plan specific contact with the provider to provide expedited customer service.

c. Cost to retirees

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

Retirees over the age of 65 are responsible to apply for and pay for Medicare B coverage (primary) with the Medicare B provider. At such time, District provided coverage under its plan will become secondary. Employees retiring after June 30, 2014 after age 65 will be required to pay an amount equal to one-half (50%) the current Medicare B rate to the Syracuse City School District for individual coverage under the SCSD health plan. Family coverage under the SCSD health plan. Family coverage shall be twice that amount. There will be no employee premium cost if either the employee or spouse is 65 or older.

d. The Mail Order Drug Program co-pays will be as follows:

Employee co-pays for the Mail Order Drug Program shall be \$14.00 (generic drugs), \$75.00 (preferred drugs) and \$95.00 (non-preferred drugs).

Co-pays for office visits shall be \$15.00

There will remain a \$75.00/\$225.00 deductible for out-of-network services. \$100.00 emergency room per visit co-payment.

e. Members with a start date on or after September 24, 2015, will be eligible to enroll only in the Syracuse City School District High Deductible Health Care Plan. Members will choose one of two High Deductible Healthcare Plan options, which will include a decreased employee contribution:

1. Deductible of \$1,300 for individual health coverage and \$2,600 for family coverage.

2. Deductible of \$2,500 for individual health coverage and \$5,000.

2. Active employees who are members of the Health Insurance Program, and are over age 65, must decide if they wish to have Medicare coverage or the District Insurance as primary and Medicare as secondary coverage. If the employee chooses Medicare, s/he is responsible to apply and pay for Medicare B coverage.

3. Retirees under the age of 65 must pay a share of the premium cost equal to the cost of the Medicare B rate.

B. In the event any member of the bargaining unit, or dependent thereof, is eligible for benefits under another Health Insurance policy and receives benefits thereunder and the current carrier (or any future carrier) of the District's insurance has a Coordinator of Benefits provision in the Insurance Contract, the District shall not be liable to make duplicate payment of benefits which have already been paid by some other carrier and which the District's carrier refuses to pay.

C. Dual employee Family Benefit Coverage: In the event that both spouses are eligible employees of the District, the primary insured rate of contribution shall be determined by the date of birth (Month, Day) in a calendar year.

D. Flexible Benefit Plan

The District has established, at no cost to the employee, a flexible benefit spending 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.

E. The District provides well-child care as part of the District Health Insurance Program.

F. The parties have established a plan for a vision care allowance which shall be administered, on an annual basis. The individual co-pay shall be \$2.06 per month.

G. Amendment of Coverage's and Benefits.

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

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

2. The parties further agree that, upon the expiration of this Agreement, the rates of contribution, as converted to actual dollars, for health, dental and vision plans shall remain in place and not be further increased until a successor agreement is reached.

ARTICLE 14 DENTAL INSURANCE

The District provides dental insurance for eligible employees in the Syracuse City School District Dental Insurance Program. The District will assume all costs of such a program except the individual monthly contribution which will increase by \$1.00 and the family monthly contribution by \$2.00 each year of the contract beginning July 1, 2007 (see chart below).

| Effective year: | Individual coverage | Family coverage: |
|-----------------|---------------------|------------------|
| 2014-2015 | \$17.00 | \$36.00 |
| 2015-2016 | \$18.00 | \$36.00 |
| 2016-2017 | \$19.00 | \$38.00 |
| 2017-2018 | \$20.00 | \$40.00 |
| 2018-2019 | \$21.00 | \$42.00 |
| | | |

Program benefits and procedures for filing claims are explained in the booklet entitled “Dental Insurance Plan”, which is available in the Dental Insurance office. Retirees are not eligible for dental insurance.

ARTICLE 15 RETIREMENT

A. The District agrees that all eligible employees shall be entitled to retirement benefits as provided by the New York State Employees Retirement System, effective at the time of employment.

B. Eligible benefits and related information will be given to the employee through the New York State Employees’ Retirement System upon initial appointment. Also, yearly member statements are provided by the system.

ARTICLE 16 SICK LEAVE CONSERVATION INCENTIVE PLAN

It is hereby understood and agreed between the City School District and the Central & Northern New York Building Trades Council (CNBYBTC) that the following Sick Leave Conservation Incentive “Plan” shall apply to those employees whose titles are represented by CNBYBTC and who are employed by the City School District.

The Sick Leave Conservation Incentive “Plan” has as its purpose to promote the judicious use by eligible employees of the sick leave day benefits. As such, the “Plan” shall consist of the following provisions:

1. Eligibility

To be eligible under the “Plan” an employee must be:

- a. 55 years of age or older (employees retiring prior to age 55 due to a disability are excluded from this benefit);
- b. eligible for retirement benefits under the New York State Employees’ Retirement System;
- c. employed by the City School District a minimum of fifteen (15) years.

2. Irrevocable Letter of Resignation

An eligible employee must submit an irrevocable letter of resignation (in the form prescribed by the School District) which is binding on the employee as of the date specified in such letter. The letter of resignation must be submitted to the School District no less than three (3) months prior to the effective date of retirement.

3. Entitlement Computation

The entitlement payment for an eligible employee will be computed by multiplying the employee's accumulated sick leave, preceding the date of retirement, by the rate of fifty dollars (\$50) per full-time day at the time of retirement.

Example:

| | |
|---------------------------------------|---------------|
| 1. Dollar value of full-time sick day | 50.00 |
| 2. Accumulated and unused sick days | <u>100.00</u> |
| 3. Final entitlement payment | 5,000.00 |

Sick leave used in the computation of the entitlement payment will be considered and would no longer be available to the employee as paid sick leave. Consequently, only the final year's sick leave allocation will be available for use as a result of a bona fide absence due to sickness.

4. Payment will be made by separate check, but will not be considered part of the employee's regular compensation for the final year of employment.

Under no circumstances will such additional early retirement payment be considered as part of the employee's regular salary for retirement benefit purposes.

5. Option

Employees who retire pursuant to this Section shall have the option, instead of receiving the actual funds paid via 403(b), to instead have applied on their behalf the sum available to cover the employee's contribution for health insurance on a monthly basis during the employee's retirement so as to offset the employee's obligation to pay for same on a dollar-for-dollar basis until such retirement stipend funds have been exhausted.

ARTICLE 17
SICKNESS OR DEATH IN IMMEDIATE FAMILY

A. Leaves of absence with pay of up to five (5) working days shall be granted to an employee by his or her immediate Supervisor on time card approval, upon satisfactory evidence of reasonable cause such as serious illness in the immediate family. The immediate family shall be defined as Husband, Wife, Father, Mother, Sister, Brother, Son, Daughter, Grandparents and Grandchildren, Guardian in loco parentis, In-Laws in the above categories, where applicable. No deductions from vacation or sick leave time shall be made in this regard. Upon showing of reasonable continuing cause such leave may be extended to a maximum often (10) days. The excess above five (5) days shall be charged against the employee's earned vacation time. In the event like circumstances reoccur within a single year, an additional four (4) days, with pay, may be authorized by the

Superintendent of Schools, upon written request. Unused family illness days outlined in this Article will be added to the accumulated sick leave day's account at the end of the calendar year.

B. Each member shall be granted up to five (5) days of leave with full pay for each death in the immediate family. Such leave shall not be curtailed because of use of family illness days and shall be on a non-cumulative basis.

C. Each member shall be allowed one (1) day to attend the funeral of any of the following members of the family: Aunt, Uncle, Niece, Nephew, Cousin, In-Laws in the above categories, where applicable.

ARTICLE 18 CAR ALLOWANCE

A. Maintenance and Trades employee assigned to more than one school facility in any one school day will receive, upon written request to the Supervising Director of School Services, the then current Internal Revenue Service mileage rate for all inter-school travel required in connection with employment.

ARTICLE 19 EMPLOYEE RIGHTS OF PROTECTION AND REPRESENTATION

Nothing contained in this Agreement shall be construed to deny any employee their rights under applicable New York State Civil Service Laws and Regulations. Every employee shall have the right to present grievances to the District free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented at all stages thereof.

ARTICLE 20 PROBATIONARY EMPLOYEES

A. Employees shall be probationary for a maximum period of fifty-two (52) weeks commencing on the date of the permanent appointment. The probationary period for temporary/seasonal employees who receive permanent appointment shall be reduced by up to twenty-six (26) weeks for prior continuous temporary/seasonal employment.

B. It is agreed that probationary employees can be discharged solely at the discretion of the District and shall not have the right to seek relief pursuant to the Grievance and Arbitration Procedure of this Agreement.

ARTICLE 21 SENIORITY

A. Definition

Seniority shall constitute a length of continuous, full-time service as an employee of the District in a job, or jobs, covered by this contract, and shall accrue from the date the person was first hired or following a break in seniority from the date the employment was re-hired.

B. Termination of Seniority

All seniority rights shall be terminated by:

1. A resignation or retirement;
2. Justifiable discharge or termination;
3. Absence due to layoff of one year or longer;
4. Absence due to physical disability, which continues for one year or more;
5. Failure to return to work after recall from layoff; and
6. Failure to return to work at the expiration of a leave of absence.

**ARTICLE 22
LAYOFF AND RECALL**

The word "layoff" means a reduction in work force for any reason including but not limited to a reduction in the number of employees in a trade classification or classifications as defined by the District, the elimination of jobs because of consolidation of duties, the installation of new equipment or machinery, or the curtailment or replacement of the existing facility or because of any other reason.

In the event of a layoff, the following procedure will be followed:

1. Temporary and seasonal employees in the classification involved will be first laid off;
2. Probationary employees in the classification involved will be the next laid off;
3. Seniority employees in the classification involved will be laid off in reverse order of seniority.

When the work force is increased after a layoff, employees will be recalled according to the order of seniority as defined elsewhere in the agreement, provided that in all cases the employee recalled must be able to perform the work in the classification from which he or she was laid off.

Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If any employee fails to report for work by the fifth day from the date of mailing of the notice of recall, he/she shall be considered a "quit". Recall rights of an employee who has not been recalled after layoff shall expire one year from the date of the layoff.

Temporary and seasonal employees do not have recall rights under this Article.

**ARTICLE 23
GRIEVANCE AND ARBITRATION PROCEDURE**

A. For the purpose of this Agreement, a grievance shall be defined as a dispute or controversy between an individual covered by this Agreement and the District, arising out of the application or interpretation of this Agreement. It is expressly understood and agreed by the parties this Grievance and Arbitration Procedure does not apply to, and is not intended as a substitute or alternative for, an action permitted or required by the District or members of this Unit under any article of the State Civil Service Law or Rules; for the purpose of this Agreement, with the

exception of the above qualification, any and all employees in the Unit shall come under the provisions of this Article, unless such inclusion is expressly and specifically abridged or modified in this Agreement.

B. As hereinbefore set forth, each employee within the Unit shall have the right to present his or her grievance in accordance with the provisions provided herein, free from interference, restraint, discrimination, or coercion, and shall have the right to be represented by an appropriate representative of his or her own choosing.

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 herein shall be of the essence and may be extended only by advance mutual written agreement. It is also expressly understood and agreed that strict compliance with the time limits set forth in each step of this procedure shall be a condition precedent to the arbitration of any grievance subject to this procedure.

C. It is understood and agreed that this Article shall not be a substitute for any other appropriate action or relief available to any employee who is covered by the terms and conditions of this Agreement. In the event any such employee elects to invoke such alternative statutory relief, however, such election shall be considered to be a waiver of his or her rights to thereafter seek recourse by means of this Article. Moreover, it is further understood and agreed that a grievance, as defined in Section 682(4) of Article 16 of the General Municipal Law, shall not be eligible to be processed in accordance with the provisions of this Article, and, therefore, not subject to arbitration.

D. In the event that a number of grievances arise which contain common question of fact, they may be consolidated into one grievance on the motion of the Board, the Superintendent, or the Unit and processed as one grievance, except where such consolidation may prejudice the rights of any party.

E. The Board agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance, and the Unit agrees that it will not bring or continue, and that it will not represent any employee, in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

F. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. There shall be no extra pay for time spent in preparation and processing of a grievance during non-work hours.

G. Procedure.

Stage One. Any employee who believes s/he has a justifiable grievance shall discuss the matter with his or her Supervisor, with or without an appropriate representative present, in any attempt to settle the same within five (5) days after the grievance occurs. However, any such employee may, instead, if s/he so desires, report the matter to an appropriate Grievance Committee member, who shall take it up with the employee's Supervisor in a sincere effort to solve the problem within said five (5) day period. If the employee desires, s/he may be present during the discussion. If the Supervisor, the employee, or the appropriate representative feels the need for

aid in arriving at an equitable solution, they may discuss with, or, if advisable, invite such additional District or appropriate representative as may be necessary and available, but such additional participants, whether actually present or consulted, shall not relieve the Supervisor, the employee, or the appropriate representative, from responsibility for solving the problem. Within five (5) days after the oral presentation of the problem, the Supervisor shall communicate on an oral basis, his or her decision to the employee and/or to the appropriate representative, if s/he was designated to represent the employee. The foregoing procedure, if followed in good faith by both parties, should lead to a fair and speedy solution of most of the complaints arising out of the normal operation of the School District. If, however, a complaint or problem is not resolved satisfactorily in Stage One, it can be presented in writing and processed in Stage Two.

Stage Two:

(a) If a satisfactory adjustment is not reached in Stage One, the grievance shall be reduced to writing, and two (2) copies shall be served upon the Superintendent for his written decision. The employee or the appropriate Grievance Committee member may, within five (5) days thereafter, request a review and determination of his or her grievance by the Superintendent of the School District, or his or her authorized representative. The designated representative of the School Superintendent, for purposes of this Article, shall exercise the full authority of the Superintendent. The petition to the Superintendent shall be in writing and shall contain statements relating to the specific nature of the grievance and the facts surrounding it. The petition shall be forwarded both to the Superintendent and to the Supervisor to whom the grievance was originally presented. Thereupon, and within two (2) days thereafter, the Supervisor shall submit to the Superintendent a written statement of his or her information concerning the specific nature of the grievance and the facts related thereto.

(b) The Superintendent, or his or her duly authorized representative, may hold an informal hearing within five (5) days, upon receiving a request from the employee, the appropriate representative or the Supervisor.

(c) The Superintendent, or duly designated representative, shall answer said petition in writing. S/He will write his or her decision in duplicate, stating the reasons therefore, and sign and date both copies, within five (5) days after receiving the request from the employee or the appropriate representative, or within five (5) days after the informal hearing has been held. One copy shall be the property of the Unit and the other kept by the District.

Stage Three:

(a) In the event the grievance is unresolved after being processed through the steps of the grievance procedure, the employee shall, within ten (10) days after receiving notification of the Superintendent's decision, obtain the endorsement of the appropriate Grievance Committee in writing, and request that the grievance be submitted to arbitration.

(b) After receiving the endorsement, the appropriate representative shall communicate, in writing, with the President of the Board, which an appeal is being made, pursuant to Stage Three of this Article.

(c) At this time, the parties will write a joint letter to the Public Employee Relations Board and others agreed to by the union and district, re-requesting that it submit a panel of arbitrators so that a single arbitrator may be selected by mutual agreement. The expense of arbitration shall be shared equally by the School District and the Unit. All other expenses incurred shall be paid by the party incurring them. The decision of the arbitrator shall be final and binding to the parties of this Agreement. The arbitrator shall, when making said decision, have no power to add to, subtract from, or modify the specific provisions of this Agreement.

ARTICLE 24 HEALTH AND SAFETY

A. The School District will formulate a random drug testing policy in cooperation with all affected bargaining units. Effective upon implementation of said policy, any unit member authorized to drive a school district vehicle shall be subject to the school district random drug testing policy.

B. The District will pay each member \$75 per year for the purchase of safety shoes. It is expected that each member maintains appropriate safety shoes at all times.

ARTICLE 25 JOINT LABOR MANAGEMENT COMMITTEE

A. To continue and assist labor harmony a Labor/Management Committee will meet on a quarterly basis consisting of: the Safety Committee, the Unit Steward, Business Representatives and members determined by the Superintendent of Schools and/or designee.

B. The parties recognize the importance of securing employment both for the students of the District and for the Members of CNYBTC. As such, the parties agree to meet on a quarterly basis in order to develop a collaborative approach to attracting and retaining graduates of SCSD into existing CNYBTC apprenticeship programs.

ARTICLE 26 GENERAL CONSIDERATIONS

This Agreement and its component provisions are subordinate to any present or future Federal or New York State Laws and Regulations. If any Federal or New York State Law or Regulation or the final decisions of any Federal or New York Court or administration, agency, affects any provision of this Agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision, but this Agreement will not be otherwise affected.

ARTICLE 27
LENGTH OF AGREEMENT


The terms of this Agreement shall be effective commencing July 1, 2014 except as modified herein, and shall continue in full force and effect until June 30, 2019.

**CENTRAL AND NORTHERN NEW YORK
BUILDING TRADES COUNCIL – UNIT 5**



Greg Lancette
President

SYRACUSE CITY SCHOOL DISTRICT



Jaime Alicea
Superintendent of Schools

**Appendix A
Health Insurance Rates**

| Health Contributions 2016-2017 | | | Annual | | Per Paycheck | |
|--------------------------------|-------|----|------------|------------|--------------|--------|
| Salary | Level | % | Individual | Family | Individual | Family |
| \$0.00-\$29,999 | 1 | 10 | \$869.64 | \$2,149.42 | 36.23 | 89.56 |
| \$30,000 - \$42,052 | 2 | 12 | \$1,043.56 | \$2,579.30 | 43.48 | 107.47 |
| \$42,053 - \$59,999 | 3 | 17 | \$1,478.38 | \$3,654.01 | 61.60 | 152.25 |
| \$60,000 - \$79,999 | 4 | 20 | \$1,739.27 | \$4,298.84 | 72.47 | 179.12 |
| \$80,000 - \$99,999 | 5 | 22 | \$1,913.20 | \$4,728.72 | 79.72 | 197.03 |
| \$100,000 + Above | 6 | 27 | \$2,348.01 | \$5,803.43 | 97.83 | 241.81 |

| PREMIUM EQUIVALENT RATE (+8% PROJECTED) | |
|---|----------|
| Individual | \$8,696 |
| Family | \$21,494 |

| Health Contributions 2017-2018 | | | Annual | | Per Paycheck | |
|--------------------------------|-------|----|------------|------------|--------------|--------|
| Salary | Level | % | Individual | Family | Individual | Family |
| \$0.00-\$29,999 | 1 | 10 | \$939.21 | \$2,321.37 | 39.13 | 96.72 |
| \$30,000 - \$42,052 | 2 | 12 | \$1,127.05 | \$2,785.65 | 46.96 | 116.07 |
| \$42,053 - \$59,999 | 3 | 17 | \$1,596.65 | \$3,946.33 | 66.53 | 164.43 |
| \$60,000 - \$79,999 | 4 | 20 | \$1,878.41 | \$4,642.74 | 78.27 | 193.45 |
| \$80,000 - \$99,999 | 5 | 22 | \$2,066.25 | \$5,107.02 | 86.09 | 212.79 |
| \$100,000 + Above | 6 | 27 | \$2,535.86 | \$6,267.70 | 105.66 | 261.15 |

| PREMIUM EQUIVALENT RATE (+8% PROJECTED) | |
|---|----------|
| Individual | \$9,392 |
| Family | \$23,214 |

| Health Contributions 2018-2019 | | | Annual | | Per Paycheck | |
|--------------------------------|-------|----|------------|------------|--------------|--------|
| Salary | Level | % | Individual | Family | Individual | Family |
| \$0.00-\$29,999 | 1 | 10 | \$1,014.34 | \$2,507.08 | 42.26 | 104.46 |
| \$30,000 - \$42,052 | 2 | 12 | \$1,217.21 | \$3,008.50 | 50.72 | 125.35 |
| \$42,053 - \$59,999 | 3 | 17 | \$1,724.38 | \$4,262.04 | 71.85 | 177.58 |
| \$60,000 - \$79,999 | 4 | 20 | \$2,028.68 | \$5,014.16 | 84.53 | 208.92 |
| \$80,000 - \$99,999 | 5 | 22 | \$2,231.55 | \$5,515.58 | 92.98 | 229.82 |
| \$100,000 + Above | 6 | 27 | \$2,738.72 | \$6,769.12 | 114.11 | 282.05 |

| PREMIUM EQUIVALENT RATE (+8% PROJECTED) | |
|---|----------|
| Individual | \$10,143 |
| Family | \$25,071 |

