
AGREEMENT

by and between the

SYRACUSE CITY
SCHOOL DISTRICT

and

CSEA, Local 1000 AFSCME,
AFL-CIO

Operation of Plant (Unit 6) #7810-00
Onondaga County Educational Local 874

July 1, 2014 to June 30, 2020

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PREAMBLE

The Syracuse City School District, hereinafter referred to as the “District,” and the Civil Service Employees Association, Inc. Local 1000 AFSCME, AFL-CIO representing the Operation of Plant, Unit 6 personnel of Onondaga County Educational Local 874, hereinafter referred to as the “CSEA,” declare it to be their mutual policy that, in order to promote harmonious labor relations between the District and its Operation of Plant employees, the principle of collective bargaining is to be employed, pursuant to the New York State Public Employees’ Fair Employment Act. Both parties to this Agreement, furthermore, affirm that employment in the service of, and to, the public is a lifelong career and that, as such, the terms, conditions of employment, and working conditions shall be of the highest caliber to attract and maintain in employment with the District, the best personnel available. The parties, furthermore, affirm that each Operation of Plant employee shall be a dedicated, courteous, and efficient servant of, and to, the public, realizing full well that (s)he is under the constant scrutiny of area taxpayers, and that (s)he is performing a most essential service.

The parties to this Agreement hereby agree not to limit employment with the District or membership in the CSEA to any person because of 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 I RECOGNITION

The District recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO as the sole and exclusive bargaining representative for all employees in the Operation of Plant negotiating unit of the Syracuse City School District, for the purposes of establishing salaries, wages, hours, and other terms and conditions of employment.

ARTICLE 2 BARGAINING UNIT

It is mutually agreed, for the purpose of this Agreement, the terms, “employee” and “employees,” shall include all custodial workers, custodial helpers, custodians, assistant custodians, driver-messengers, dual fuel systems monitors, electronics equipment technicians, laborers, groundskeepers, school bus drivers, school bus dispatchers, school transportation safety instructors, school transportation safety officers, shade makers, heavy equipment operators, automotive mechanics, automotive mechanic helper, asbestos worker, asbestos worker supervisor, labor crew leader, telecommunication network technicians, computer repair technicians, computer equipment maintenance specialist, maintenance workers, maintenance helpers, small motor mechanic, grounds crew leader, motor equipment operators 1 & 2, audio-visual repair technician, and any newly created titles by mutual agreement.

Temporary employees doing bargaining unit work are represented by the Union and covered by the terms and conditions of this Agreement, with the exception of accrual of Article 13 Sick Leave

and Article 16 Paid Leaves of Absence. However, such temporary employees shall be granted and eligible to accrue Article 14 Vacation leave upon completion of ninety (90) days of service.

ARTICLE 3 MANAGEMENT RIGHTS

- A. The District retains the sole right to manage its business and services, and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be rendered, and the methods, processes, and means used in operating its business and services, and the control of the buildings, real estate, materials, tools, and all equipment which may be used in operating its business and services or in supplying its business and services; to determine whether and to what extent the work required in operating its business and services shall be performed by employees covered by this Agreement; to maintain order and efficiency in the Operation of Plant Unit, including the sole right to hire, lay off, assign, transfer, promote, discipline, discharge, suspend; to determine the scheduling of the personnel, subject to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.
- B. The above rights of the District are not all-inclusive, but indicate the type of matters or rights, which belong to or are inherent to the employer. Any and all rights, powers, and authority the employer had prior to entering this Agreement are retained by the District, except as expressly and specifically abridged, delegated, granted, or modified by this agreement.

ARTICLE 4 UNION SECURITY

- A. The District shall deduct from the wages of each employee and send to the Civil Service Employees Association, Inc., regular membership dues and any health and accident insurance premiums, and/or any life insurance premiums, and/or any group homeowners' insurance premiums, and/or any group automobile liability insurance premiums, for those employees authorizing such deductions, in writing, pursuant to the agreement reached between the CSEA and the District business office. The CSEA hereby agrees that it will not hold the District liable for any deduction from wages made pursuant to this Section in the normal administration of the check-off of said deductions.
- B. Membership in the CSEA shall be voluntary, and there shall be no discrimination, interference, restraint, or coercion by the District, or any of its agents, against any employee because of membership in the CSEA. The Unit President will be notified of all new hires within one (1) month of their employment.
- C. The CSEA shall have the right to represent employees in the defined bargaining unit in any and all proceedings under the Fair Employment Act, under any other applicable law, rule, regulation, or statute, under the terms and conditions of this Agreement, to designate its

representatives and to appear on their behalf to effect such representation; to direct, manage, and govern its own affairs, to determine those matters which the membership wish to negotiate, and to pursue these objectives free from any interference, restraint, coercion, or discrimination by the District. The CSEA shall have the right to pursue any matter or issue in accordance with the grievance and arbitration procedure of this Agreement, and, acting through its officers and membership, be the sole judge thereof, unless it is expressly and specifically abridged, delegated, or modified by this Agreement.

- D. The above rights of the CSEA are not all-inclusive, but indicate the type of matters or rights, which belong to, or are inherent to, the bargaining agent.
- E. The District agrees to provide a centralized orientation program for all new employees covered by this Agreement. The orientation program will be collaboratively developed and maintained in Labor Management.
- F. The CSEA shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the District, provided, however, their content is not derogatory or controversial. The District agrees that the facilities of the school shall be available for CSEA meetings when such use does not interfere with any scheduled events or involve any cost to the District. It is agreed that any employee scheduled to work on the day of the meeting shall not be allowed to leave his or her work location to attend the meeting. Application for use of the facilities shall be made in accordance with already established procedures.
- G. The CSEA shall have the right to designate a representative of the CSEA's health and accident insurance program, and of the CSEA's life insurance program, to visit the employees covered under this Agreement, on the job, for the purpose of interesting them in this protection and/or adjusting any claims, provided, however, the appropriate District official is notified, and assurance is given that no undue interruption in the work of the employee will be involved. If, in the opinion of the Superintendent, this privilege is being abused, permission may be withdrawn for such activity.
- H. For the purpose of administering, adjusting, or interpreting the terms and conditions of this Agreement, the CSEA Labor Relations Specialist shall have the right to visit the employees covered under this Agreement on the job; in such cases, the appropriate District official shall be notified. The name of the Labor Relations Specialist, upon appointment, shall be filed with the Superintendent of Schools.
- I. When it is necessary for the President of Unit 6 (Operations of Plant), or his or her designated representative, to engage in CSEA activities directly associated with CSEA duties as representatives of the unit, which cannot be performed other than during work hours, the Superintendent or designated representative may give such time, without loss of pay, as is necessary to perform any such activities. Officially authorized CSEA delegates, not to exceed three (3), shall be granted time necessary, with pay, to attend the annual meeting and/or special conferences of the CSEA, upon timely written request to the Superintendent. The aggregate total of days involved shall not exceed fifteen (15) in

number. All expenses related to the CSEA meeting or special conference shall be borne by the individual or the CSEA.

- J. The Operation of Plant Unit 6 may use school mail service and custodians' mailboxes on a sole and exclusive basis for communications, except as otherwise provided by law.
- K. Upon written request, the CSEA Unit 6 shall be furnished with the names, addresses and building locations of all members of Unit 6.
- L. **Agency Fee**

The District shall deduct from the salary of employees in the bargaining unit who are not members of the CSEA an amount equivalent to dues levied by the CSEA and transmit the same so deducted to the CSEA, in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York. The CSEA affirms that it has adopted such procedure for refund of agency fee deduction as required in Section 3 of Chapter 677 and 678 of the laws of 1977 of the State of New York.

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

- M. The District and CSEA agree to establish a joint Labor Management Committee for the purpose of providing communication, discussion, resolution of issues affecting the District and the CSEA and suggesting and exploring with the Superintendent or his/her designee, and possible costs and/or labor savings improvements in plant operation of the District. The Committee shall be composed of no more than five (5) District representatives appointed by the Superintendent and five (5) CSEA representatives appointed by the Union President. The Committee shall meet upon the request of either party, but with no fewer than four (4) meetings during the school year, July through June.

ARTICLE 5 NO STRIKE

Pursuant to Section 210, subdivision 1, of the Public Employees' Fair Employment Act, the CSEA hereby affirms that it does not have, and will not assert, the right to strike against the District, to assist or participate in any such strike, or to impose an obligation upon its membership to conduct, assist, or participate in any such strike.

**ARTICLE 6
SALARIES AND WAGES**

- A. It is agreed that effective July 1, 2014, and for the duration of this Agreement, the Salary and Wage Increase for all Unit employees shall be as follows:

Effective July 1, 2014 all base salaries will receive a 2.4% increase
Effective July 1, 2015 all base salaries will receive a 2.4% increase
Effective July 1, 2016 all base salaries will receive a 2.4% increase
Effective July 1, 2017 all base salaries will receive a 2.4% increase
Effective July 1, 2018 all base salaries will receive a 2.4% increase
Effective July 1, 2019 all base salaries will receive a 2.4% increase

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

- B. Beginning July 1, 2017, increase Automotive Mechanic and Small Motor Mechanic Step 1 to \$25.50 and Step 2 to \$27.00. Increases in 2018 and 2019 will follow agreed upon salary increases.
- C. Beginning July 1, 2017, the hourly wage for the Grounds Crewleader will increase to the same hourly rate as the Labor Crew Leader. Increases in 2018 and 2019 will follow agreed upon salary increases.

Note: Retroactive salary increases shall only apply to current employees and SCSD Unit 6 retirees who retired after July 1, 2014.

- D. Employees shall be paid according to the Appendices "F" through "K," which reflects:

Appendix "F" through "K"

Step 1	Date of hire
Step 2	Upon completion of one (1) continuous year of employment
Step 3	Upon completion of two (2) continuous years of employment

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

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

- F. New hires, as defined in this bargaining agreement, will be those employees who have commenced employment with the District. Employees with broken service, specifically

resignation or termination, will be considered New Hires upon being rehired. Employees separated by layoff or staff reduction and recalled or re-hired within two (2) years from the date of separation shall be restored to previous status and seniority inclusive of any and all benefits.

- G. All bargaining unit employees shall be paid on a semi-monthly pay schedule, i.e. The payroll period for Unit 6 shall consist of all compensable hours worked, holidays, or leave accruals and leaves as stated in Articles 13, 14, 15, and 16. The first payroll period of any month shall cover the first day of the month through the close of business on the fifteenth day of the month exclusive of all overtime worked during that period, which shall be paid in the following paycheck. The second payroll period of any month shall cover the sixteenth day of the month through the close of business on the last day of the month exclusive of all overtime worked during that period, which shall be paid in the following paycheck. The District agrees that should a payday fall on a holiday or weekend then payment shall be on or before the preceding business day.

ARTICLE 7 WORK RULES

- A. Any and all employees in this bargaining unit shall be subject to the direct supervision of their Building Administrator or assigned Supervisor, and to the general supervision and technical direction of the Administrator for Maintenance and Operations.
- B. The custodian shall organize and direct the work of the operational personnel assigned to his or her building. Should a serious conflict arise regarding this responsibility, the Administrator for Maintenance and Operations may be called in to review the facts and, if necessary, refer it for resolution to the appropriate Central Office Administrator.
- C. The custodian shall have exclusive control of the heating apparatus under the supervision of the Administrator for Maintenance and Operations, in accordance with prescribed State and Local Regulations pertaining to temperature levels. Designated employees performing building checks during the winter months shall receive two (2) hours pay for each check.
- D. Any employee called to work other than their normal, regularly scheduled working hours, will receive a minimum of two (2) hours pay, at the overtime rate pursuant to Article 9 Overtime Pay, beginning at the time of the call until dismissed from duty.
- E. No one shall be issued exterior keys to a school building other than the Building Principal and his or her subordinate administrative staff, the custodian, and his or her assistant. Whenever the Building Principal shall loan an exterior building key to other staff members on special occasions, (s)he assumes full responsibility for the security of the building. It shall be the custodian's responsibility to report any abuses pertaining to building cleanliness on the part of the individuals or groups who have been loaned keys. Such reports should be made in writing to the Principal, the Administrator for Maintenance and Operations, and any other Supervisor or Department Head who is directly concerned.

The custodial staff of the building is not responsible for maintenance of any private property not owned by the District.

- F. Non-certified personnel in the defined bargaining unit shall not be responsible for the supervision or control of any of the pupils or their activities.
- G. In the defined bargaining unit, the employee with the longest seniority shall have his or her preference of shift, provided performance on the job and evaluation reports are equal. It is agreed that this Section shall not involve any reassignment of the present work force, but shall be applicable to any openings occurring subsequent to the effective date of this Contract.

Employees interested in changing shifts should make their intent known by requesting, in writing, such transfer through the Administrator for Maintenance and Operations and forward a copy to the Office of Human Resources to be retained on file.

- H. Lateral moves or transfers will be given priority over promotions. Employees who wish to be considered for a lateral move or transfer, must submit a request for such in writing, attached to this Agreement in Appendix N to the Chief Human Resources Officer prior to the posting of the opening that the employee wishes to be considered for. The Office of Human Resources will maintain a list of such requests and lateral moves will be executed from this list. Seniority will be the determining factor if such factors as ability, qualifications, special training, experience in required tasks, performance on the job, and evaluation reports are equal. For the purpose of lateral moves or transfers, seniority will be defined as continuous length of service within the job title. If an opening exists upon completion of transfers/lateral moves, the position will be posted.

Promotions in the non-competitive and labor class positions shall be within the sole discretion of the Superintendent or the Superintendent's designee in determining which job and or individuals will be promoted. In making such a determination, seniority shall be the determining factor if such factors as ability, qualifications, special training, experience in required tasks, performance on the job, evaluation reports, etc. are equal. For the purpose of promotions, seniority shall be defined as continuous length of service within bargaining unit.

- I. Each employee in the unit will have the right, in accordance with the procedures established by the Personnel Division, and in the presence of the appropriate Central Offices Administrator, or designee, to review, and copy, the contents of his or her complete personnel file, with the exception of confidential recommendations. An employee will be entitled to have a representative of the CSEA present during such review. With the exception of confidential employment recommendations, an employee shall receive a copy of all entries made in his or her official personnel folder. In any instance where an entry is made of a personnel folder with which the employee disagrees, or takes exception, the employee shall have the right to file a written statement in his or her behalf, with copies to all parties concerned, and such statement shall become an attachment to the said entry, and shall become a permanent part of the personnel record of the employee. In addition, an employee, upon timely written request, shall have the right to an administrative review by the appropriate Central Offices Administrator regarding the removal of all alleged objectionable or irrelevant

material from the employee's file. The decision of the Central Office Administrator shall be final and binding.

- J. All Unit 6 employees authorized by the Supervising Director for School Services to drive their own vehicle on school business will be reimbursed at the then current allowable Internal Revenue Service mileage rate.

During this Agreement, if conditions of a job are changed so that an employee will be required, on a continuing and ongoing basis, to use his personal vehicle, this change will be negotiated with and have the consent of the CSEA.

If an employee is required to attend a meeting called by the District (not including negotiations or union business) during his/her regular work hours, (s)he will be reimbursed for mileage if (s)he is required to use his/her personal automobile to travel to and from such meeting. If the employee is required to attend such meeting during his/her non-working hours, i.e., vacation or holiday, (s)he will be compensated for such attendance at the rate equal to his/her regularly hourly rate.

- K. **Emergency Weather Watch**

The two (2) employees designated for Emergency Weather Watch shall be allowed use of District owned vehicles from November 1st through April 30th of each year. The vehicles will be used for travel to and from work during this time period.

The two (2) designated employees will receive a daily stipend of \$70.00 when assigned these aforementioned duties.

The two (2) designated employees will place phone calls no sooner than one (1) hour before the called-in employees are expected to report to work (Example: call at 3:00 a.m. to report to work at 4:00 a.m.) and paid pursuant to Section D above.

- L. All drivers and laborers employed in Unit 6 who, as a normal part of their respective job functions, are called upon to handle District funds will be bonded by the District at no cost to the employee.
- M. Effective each year of this Agreement, the District agrees to purchase, for Unit-wide use, fifty (50) new sets of rain gear, thirty (30) new pairs of winter rubber boots, and thirty (30) new pairs of safety shoes at a maximum of contribution rate of Eighty-five Dollars (\$85.00) per pair. The above safety supply items, upon agreement as to effective procedures, will be administered and disbursed by designated Unit 6 personnel who will be accountable for the maintenance of records concerning same (cooperative effort).
- N. All ten-month bargaining unit members will receive first preference for all Unit 6 temporary assignments, including non-contracted summer driving work where qualified and when available. These employees will be paid on a time card basis and shall not be entitled to use or earn additional paid leave benefits.

- O. The District agrees to take proper steps to assure that competitive class positions are filled in accordance with Civil Service requirements and examinations.

P. **Counseling**

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

Counseling is not viewed as a routine matter. When contemplating the issuance of a follow-up memo, supervisors should consider if that level of normal response is necessary or appropriate. Not all incidents require counseling; not all counseling requires the issuance of a memo.

Consideration of this action may be appropriate for discussion with higher levels of supervision and/or the Office of Human Resources. If such a memo is issued to an employee, it must accurately describe the discussion and clearly establish expectations for the future. A sample Counseling Memo and form for preparing a Counseling Memo are found in Appendix E. Overall, counseling is viewed as a supportive supervisory means of communication with employees.

Should a Counseling Memo be issued, the employee will have the right to respond in accordance with Section I above

- Q. Leave utilization pursuant to Article 13 – Sick Leave and Article 16 – Leaves of Absence, specifically Section E. – Personal, shall be utilized in increments of one (1) hour for the purpose of accommodating doctor/dentist appointments to a maximum of ten (10) hours per school year.

ARTICLE 8 HOURS OF WORK/WORKWEEK/WORK YEAR

The workweek for employees shall begin as noted below on Monday and end at 11:00 p.m. the following Friday. Eight (8) hours of work shall constitute a regular workday, and forty (40) hours of work shall constitute a regular workweek. The workweek for custodial helpers shall consist of twenty (20) hours or more per week.

The normal workday will consist of the following:

7 AM – 3:30 PM

Heavy Equipment Operator
 Computer Equip. Maint. Spec.
 Dual-Fuel Systems Monitor
 Computer Repair Technicians
 Audio Visual Repair Technicians
 School Trans. Safety Instructor
 Audio Visual Repair Worker
 Maintenance Helpers
 School Trans. Safety Officers
 Motor Equipment Operators
 Electronic Equipment Operators
 Telecommunications Network Technicians

Laborers
 Labor Crew Leader
 Groundskeeper
 Mechanics
 Shade Maker
 Driver-Messenger
 Maintenance Workers
 Grounds Crew Leader
 Mechanic Helpers

6:30 AM – 3:30 PM

School Bus Dispatcher

7 AM – 4 PM

Bus Drivers

5 AM – 11 PM

All Custodial Shifts

Note: The above referenced titles are twelve (12) month positions with the exception of Bus Drivers, which shall be ten (10) month positions.

The parties acknowledge that occasions may arise during the normal course of this agreement wherein, for reasons of economy and/or efficiency, it becomes desirable to revise work schedule(s) for specific locations, which will be different from those, listed above. Should such occasions arise, the parties agree to meet and confer in good faith regarding any such proposed schedule change in an effort to accomplish such goal. No such proposed change will be implemented without the consent of the Union.

ARTICLE 9 OVERTIME PAY

The District shall pay an employee overtime according to the following schedule:

- A. If an employee works in excess of forty (40) hours in any workweek, (s)he shall receive one and one-half (1-1/2) times the hourly rate for such authorized hours worked. In relation to the minimum forty (40) hours of work in a given workweek, to be eligible for overtime pay, a person who is paid for sick time or other approved purposes is considered to be constructively present.
- B. If an employee works on Sunday, (s)he shall receive two (2) times the hourly rate for all authorized Sunday hours worked, provided that (s)he has worked in excess of forty (40) hours in that workweek.
- C. If an employee works on any paid legal holiday, (s)he shall receive time and one-half the regular hourly rate for work performed on the holiday, plus holiday compensation provided herein when the holiday is un-worked. When an employee in the unit works beyond 5:00 p.m. on a paid legal holiday, (s)he shall receive two (2) times the regular hourly rate, plus the holiday compensation for the un-worked holiday, provided (s)he has complied with Paragraph A of this Article. This provision for double time after 5:00 p.m. shall apply only in instances where an authorized building-use permit has been issued.

(The above statements provide equity to employees for Sunday and holiday work, and preclude pyramiding of overtime.)

- D. The District agrees that no employee shall be required to work any overtime, as defined in the above sections.
- E. The District shall have the right to assign overtime work at its discretion.
- F. When a head custodian (Custodian I, II or III) is absent for a full shift, the building's night assistant (I) or if applicable, day assistant (I) shall assume the duties of the head custodian with no additional compensation except for Corcoran, Fowler, Grant, Henninger and Nottingham schools. In these five (5) buildings, the day or night assistant shall receive one (1) hour of overtime for assuming the head custodian's duties for the full shift. In the event that a day or night assistant are not available, the head custodian or a building administrator in the head custodian's absence shall designate a custodial worker to assume the duties of the head custodian for the full shift. For this, the custodial worker shall receive one (1) hour of overtime for assuming the duties of the head custodian.

When a night assistant (Custodian I) is absent for a full shift, a custodial worker designated by the head custodian or a building administrator in the head custodian's absence shall assume the duties of the night assistant for the full shift. For this, the custodial worker shall receive one (1) hour of overtime for assuming the duties of the night assistant.
- G. At the commencement of this Agreement, the parties agree to establish a joint committee whose purpose will be to study and recommend the implementation of an overtime distribution policy that will be both equitable and consistent with District administrative policies.
- H. Laborers who serve as Driver Messengers shall be paid one (1) hour at their overtime rate.
- I. The District will attempt to address the request identified as a need for additional full time heavy equipment operators.
- J. Compensatory time must be taken within ninety (90) workdays after said additional hours were worked, or by the end of the year, whichever is sooner. Compensatory time usage is subject to the approval of the employee's supervisor; such approval shall not be unreasonably withheld. If compensatory time is not taken by the end of the calendar year, any accrued compensatory time will be paid out. Such compensatory time accumulation and usage will be regulated as set forth in the Fair Labor Standards Act, as amended.

ARTICLE 10 NIGHT SHIFT DIFFERENTIAL

A Night Shift Differential of seventy-five cents (\$0.75) per hour shall apply to all employees whose normal work schedule is until 7:00 p.m. or later and shall be paid for the entire shift.

ARTICLE 11 RETIREMENT

A. Early Retirement Incentive

Employees having fifteen (15) or more years of service in the District and are eligible to retire under the New York State Retirement System and who notify the District of his/her intent to retire and who retire while age fifty-five (55), will be eligible for a one time only early retirement incentive stipend in the amount of \$6,000. This stipend shall be in lieu of any proposed payment for accumulated unused sick days. It is required that the employee give the District a ninety (90) day notice of intent to retire.

B. All other employees age fifty-five (55) and up with fifteen (15) or more years of service who are eligible to retire under the New York State Retirement System, will be eligible for a retirement stipend based upon the following formula:

1. Stipend

Thirty dollars (\$30.00) per day up to a maximum of two hundred and fifty (250) days of accumulated sick days.

2. Effective upon ratification, full-time employee who reach age fifty-five (55) with fifteen (15) or more years of service in the District and who are eligible to retire under the New York State and Local Retirement System and have two hundred and fifty (250) or more sick leave days accumulated shall receive fifty dollars (\$50.00) per day up to a maximum of two hundred fifty (250) days.

3. Excess Days

Should an employee who is eligible for the retirement stipend noted above and who has accrued sick leave in excess of the applicable maximum accrued days of sick leave, the District agrees to provide a special stipend for all days in excess of said applicable maximum days, to a maximum of 100 days, accrued sick leave at a rate of \$10.00 per day, upon ratification of this Agreement.

4. Option (Employee Retirement Contribution)

Employees who retire pursuant to this Section shall have the option, instead of receiving the actual funds through the retirement stipend, 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 12

HEALTH AND DENTAL INSURANCE

A. Health Insurance

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.

1. See Appendix A for current deductions.
2. The District agrees to give the CSEA's Health Benefits Department the right to review, each year and every year, the process on establishing the Premium Equivalents Rate. Should the CSEA Health Benefits Department take issue with the rate or the process in establishing the rate, the Unit President shall have the right to file a grievance and proceed directly to arbitration to resolve the dispute.
3. The District agrees to the rates in Appendix "A" as a maximum health insurance contribution in any respective year of the Collective Bargaining Agreement. Premium Equivalents rate shall be calculated each year of the Agreement. For member contribution, the Premium Equivalents rate each year of the Agreement shall not exceed Appendix "A" for contribution purposes.
4. Co-pays for office visits shall be fifteen dollars (\$15.00).

- B. The parties further agree that should the District agree to modify coverage and/or benefits afforded through the current plan so as to provide more beneficial coverage, rates or contributions for same, with any other group of employees who are members of any other recognized bargaining unit, the District, upon request, will also afford the opportunity to this Unit's representatives to consider and agree to such other more favorable coverage, rates or contributions. Further, if such modification is acceptable to this bargaining unit, the District agrees to implement same as soon as practicable. The CSEA agrees to hold this section in abeyance until July 1, 2021.

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 shall be twice that amount.

Medicare Advantage/Employer Group Waiver Plan (EGWP)

The parties agree effective January 1, 2018 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, 2018 and all who retire after January 1, 2018 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.

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

E. **Dual Employee Family Benefit Coverage**

In the event that both spouses are eligible employees of the District, the primary insured rate of contribution for family benefits shall be determined by the date of birth (Month, Day) in a calendar year.

F. **Health Insurance**

The District will provide health insurance for eligible employees pursuant to the Syracuse City School Health Insurance Program as modified by the Health Plan Addendum. Well childcare shall be added to the District's Health Benefits Program.

G. Prescription Co-pays are as follows:

\$14.00	Generic drugs
\$75.00	Preferred drugs
\$95.00	Non-preferred drugs

H. The parties agree to maintain a plan for a vision care allowance, which shall be administered, on an annual basis as indicated below, using a specific dollar amount.

July 1, 2012	\$185.00
July 1, 2013	\$195.00

The annual allocation may be utilized by the CSEA members and/or their covered dependents. In no event will the District be required to pay or reimburse annually in excess of the amounts cited in this section per employee.

I. A co-payment of \$100.00 per visit to emergency room.

J. The major medical deductibles will be \$75.00 individual and \$225.00 family coverage.

K. **Dental Insurance**

The District will provide dental insurance for eligible employees pursuant to the District Dental Insurance Program.

Effective-School Year	Individual Coverage	Family Coverage
17-18	20	40
18-19	21	42
19-20	22	43

Program benefits and procedures for filing claims are explained in the booklet entitled "Dental Assistance Plan," which is available in the Office of Human Resources, extension 4171.

*Note: Retirees are not eligible for dental insurance.

L. **Health Claims Review**

It is understood that representatives of the District, Unit 6, and the Benefit Plan Administrator shall meet periodically to discuss matters relative to claims administration, benefits structure, level of contributions, and such other concerns as may be brought before the group for discussion. The purpose of these meetings shall be to permit Unit 6 representatives to participate in a meaningful way in decisions regarding the provision of health care benefits to members of Unit 6.

M. **Flexible Benefit Plan (Section 125 Plan)**

Effective as soon as possible following ratification of this Agreement by both parties, the District will establish, 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.

N. **Health and Dental Amendment of Coverages and Benefits**

1. Each party agrees that, upon request of the other party during the term of this Agreement, modifications to the coverages and benefits afforded by the existing plans may be studied and reviewed jointly. Further, the parties may also agree to explore and agree upon other options and benefit configurations in the interest of providing the most beneficial and cost efficient plans and coverages to the members of the Unit. Any modifications achieved by the above shall be reduced to writing and become a new amendment to this Agreement.
2. The parties further agree that should the District agree to modify coverages and/or benefits afforded through the current plan so as to provide more beneficial coverage, rates or contributions for same, with any other group of employees who are members of any other recognized bargaining unit, the District, upon request, will also afford the opportunity to this Unit's representatives to consider and agree to such other more favorable coverage, rates or contributions. Further, if such modification is acceptable to this bargaining unit, the District agrees to implement same as soon as practicable.
3. The parties further agree that, upon the expiration of this Agreement, the rates of contribution, as converted to actual dollars, for health, dental, and vision plans or coverage shall remain in place and not be further increased until a successor agreement is reached.

O. **New Employees**

Members hired with a start date on or after September 14, 2017 will be eligible to enroll only in the Syracuse City School District High Deductible Healthcare Plan. Members will choose one of two 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 for \$2,500 for individual health coverage and \$5,000 for family coverage.

ARTICLE 13 SICK LEAVE

- A. On July 1 of each school year, employees shall receive fifteen (15) days cumulative upon an unrestricted basis.
- B. New employees hired during any school year shall be allocated sick leave as stated in the schedule below. On July 1 of the school year following the date of hire, the employee shall follow Section A above. All employees are entitled to utilize sick leave days effective their date of hire.

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

C. **Sick Leave Bank**

1. There shall be established a Sick Leave Committee, consisting of one (1) employee designated by the CSEA, one (1) administrator appointed by the Superintendent, a third member selected by the other two, and the School Medical Director, who shall be an advisory member. Said Sick Leave Committee shall review and make recommendations to the Superintendent of Schools respecting applications for additional sick leave days when submitted by members of the unit the determinations of the Committee are not grievable.
2. A maximum of thirty (30) sick days may be awarded from the sick leave bank. Upon review, the Sick Leave Committee may grant a maximum of thirty (30) additional sick days. The Office of Human Resources shall notify the member and the Payroll Department within five (5) days of the Sick Leave Committee's determination. Application for days from the Sick Leave Bank may be made to the committee by a member of the Unit who meets the following criteria:
 - a. The member has suffered a prolonged serious illness or injury (hereinafter defined); and
 - b. The member has exhausted all paid time off (i.e. sick, vacation, compensatory, and personal); and

- c. The member must have one continuous year of service in Unit 6; and
- d. The member must have no history of improper use of sick leave as solely determined by the committee.

A maximum of sixty (60) days may be awarded by the committee, per member, per year. Utilization of any awarded days will be in a manner sufficient only to cover mandatory payroll deductions including but not limited to health insurance premiums, pension contributions, and union dues.

- 3. For purposes of this Article, the term “serious illness or injury” shall be defined as one which is generally regarded as such by those in the medical profession. Any dispute as to whether or not an illness or injury is “serious” as used herein, shall be resolved by the School Medical Director. The purpose of this section is to provide additional sick leave in extraordinary situations where a seriously ill or injured member of the Unit cannot return to work for a prolonged period of time. It is not intended to cover absences of a day, or several days, in excess of accumulated sick leave where there is no prolonged serious illness or injury.
- 4. Prior to, or no later than concurrent with the submission of the application for additional sick leave, the employee shall provide the School Medical Director with a medical report setting forth the nature of the illness/injury and the anticipated date of recovery and return to work. The Committee shall have the right to request additional medical information, if it deems such information to be necessary, as well as the right to have the employee examined by the School Medical Director or a physician designated by the School Medical Director.
- 5. The District shall not be obligated to contribute any additional sums to the bank and it is understood that there shall be a limitation of the total number of sick days, which may be recommended to the Committee to the extent that the total annual expenditure therefore shall not exceed ninety (90) days per year. Employees may donate unused sick days in accordance with the following donation criteria:

Donation Criteria

- a. Employee donating sick leave shall voluntarily consent to do so in writing.
- b. Only those employees with a minimum of thirty (30) accrued sick leave days may donate to the Bank. Active employees may donate a maximum of five sick days per donation period to the Bank.
- c. Retiring employees may donate a maximum of thirty (30) days to the sick leave bank at the time of retirement. The District will incorporate a retiree sick leave donation form into its out processing package.
- d. Once the donation has been made, it cannot be withdrawn.
- e. There will be a donation period from July 1 – July 31 each year when employees may donate to the sick leave bank.

- f. When the remaining number of sick days in the bank reaches a minimum level of sixty (60) days, the Office of Human Resources will solicit donations from members who have not contributed the maximum of five (5) days during the donation period.
6. The decision of the Committee on all recommendations shall be final, binding, and not subject to the Grievance and Arbitration Procedure set forth in this Agreement.

D. Sick Leave – Transportation Employees

1. Notification of the need to be absent shall be made to the designated individual at least one-half (1/2) hour before reporting time on the first day of such absence.
2. The individual shall be responsible to notify this person of any change in status, which will affect the assignment of a substitute to the employee's position. Such notice shall be made no later than 3:00 p.m. on the day preceding the change.
3. If any employee fails to notify the designated individual within the designated time limitation, the District may charge the employee with a subsequent day of absence.

**ARTICLE 14
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" below shall mean the vacation year. Twelve month employees who are hired after July 1 of the initial employment year, and who have been continuously employed on July 1 of the vacation year, shall be entitled to a prorated vacation in accordance with the following schedule:

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

- B.

VACATION SCHEDULE	
COMPLETED YEARS OF EMPLOYMENT	VACATION DAYS
1 - 7	10
8 – 16	15
17 – 22	20
23+	25

Note: Vacation Days must be taken in the ensuing vacation year except as defined in Section I of this Article.

- C. 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 building in which the employee works. The District reserves the right to develop a vacation schedule policy which is in the best interest of the smooth operation of the school transportation department. This policy will be developed with the CSEA's approval regarding coverage of the transportation department during vacation periods.
- D. The employee's written request for a vacation period of three (3) days or more must be submitted at least ten (10) working days in advance to his/her immediate supervisor for approval. Response to the request shall be made within five (5) workdays thereafter. Vacation requests of two (2) days or less must be submitted a minimum of two (2) working days in advance with a response the following day.
- E. 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.
- F. If any allowable holiday is observed during the employee's vacation period, an additional day of vacation shall be granted the employee on vacation.
- G. At termination of employment, any earned vacation time shall be paid to any employee by the District, at the discretion of the Superintendent of Schools. An employee shall have the right to receive vacation upon retirement.
- H. No employee shall take vacation 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 application.
- I. Vacation usage is encouraged to be taken in the ensuing vacation year. However, any unused vacation days that have not been used prior to June 30th will be automatically carried over and added to the employee's new allotment of vacation days given on July 1st. The carried over vacation days must be used on or before December 31st or paid out on or by the following January 15th if the employee had previously been denied the use of vacation time due to operational needs. Any such unused vacation time, however, may not be combined with the employee's current vacation if, at the discretion of the Superintendent or designee, such combination of vacations would impair or adversely affect the efficiency and effectiveness of the operations of the District.
- J. In the case of death of an employee, compensation for any unused vacation shall be payable to the Estate of the deceased.

K. **Ten-Month Bus Drivers**

1. Ten-month (10-month) employees hired prior to July 1, 1982, shall receive a prorated vacation allowance which shall be five-sixths (5/6) of the vacation allowance received by twelve-month (12-month) employees.
2. Employees hired after January 1, 1982, and before January 1, 1985, will be entitled to a yearly vacation of three (3) working days upon completion of eight (8) years of continuous service with the District. Said employees shall be entitled to yearly vacations of seven (7) working days upon completion of seventeen (17) or more years of continuous service with the District. New ten (10) month bus drivers hired after January 1, 1985, will be on duty from September 1 through June 30 excluding school recess periods.

**ARTICLE 15
HOLIDAYS**

Employees within the defined bargaining unit shall be entitled to legal and school holidays, as specified in the annual holiday schedule for non-teaching employees. To be paid for a holiday, a person must be present, or constrictively present (drawing sick leave pay), on the day before and the day after the holiday.

**ARTICLE 16
LEAVES OF ABSENCE**

A. **Family Illness**

Leaves of absence up to five (5) working days, with pay, shall be granted an employee by the Immediate Supervisor upon satisfactory evidence of reasonable cause such as serious illness in the immediate family (defined as parent, guardian in loco parentis, sister, brother, husband, wife, grandparents, children, grandchildren, and including in-laws in the above family categories). No deductions from vacation or sick time shall be made in this regard. This may be extended by the Office of Human Resources upon showing of reasonable continuing cause, to a maximum of ten (10) days, and the excess above five (5) days shall be charged against the employee's earned vacation time. In the event that like circumstances should occur within a single year, an additional five (5) days with pay may be authorized by the Office of Human Resources upon request. Unused family illness days outlined in this Article will be added to the accumulated sick leave day's account at the end of the school year.

B. **Jury Duty and Court Attendance**

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

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

C. **Legal**

Any employee shall be granted a leave of absence, with pay, by the Superintendent of Schools for any reason required by law.

D. **Long Term**

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

E. **Personal**

The District will grant each full-time employee in Unit 6 three (3) days of personal leave per school year on a non-cumulative basis; a pro-rata day shall be granted to part-time employees. This day shall be granted for reasons, which are financial (real estate closing, Internal Revenue business), legal (court appearance, estate settlement, legal consultations, reading of will, adoption), educational (involving personal or family registration, graduation) or miscellaneous. An employee request for the use of said personal day shall be made in writing five (5) days prior to the requested day unless a personal emergency exists. If a personal emergency exists, the employee must indicate the conditions that warrant the request to waive the five (5) day notice to his/her designated supervisor(s). Unused personal days shall be credited to the employee's sick leave account at the end of the school year. Personal leave days may not be taken on days immediately preceding and/or subsequent to scheduled vacation except in cases authorized by the Superintendent pursuant to a valid written request submitted by the employee.

F. **Bereavement Leave**

1. **Immediate Family**

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

2. **Other Relatives as Defined**

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

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

G. **Emergency Leave**

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

H. **Maternity Leave and Child Rearing/Care Policy**

1. **Maternity Leave**

- a. A written request for maternity leave shall be submitted to the Office of Human Resources at least thirty (30) days prior to the anticipated commencement of the leave. In emergency situations, requests must be submitted as soon as possible. Requests for said leaves shall include the following:
 - 1. the anticipated date of the birth of the child;
 - 2. the anticipated date the unit member requests the leave to commence;
 - 3. date unit member anticipates returning to active duty.
- b. A pregnant employee may continue her employment until such time as she is unable to do so without endangering or impairing her physical condition as evidenced by a written statement from the employee's personal physician. If the employee continues to work until such time as her physician indicates she should no longer do so, she shall be entitled to use any accumulated sick leave for the period during which she is physically/medically unable to continue her duties because of her pregnancy before she commences her personal leave of absence. If the employee commences her personal leave while she is still able to continue working, and prior to the aforementioned date established by her physician, her leave shall be considered in the same manner as any other personal leave, and she shall not be eligible to use any unused accumulated sick leave benefits.

In the event that an employee does continue to work until physically unable to do so, as set forth above, she shall be eligible for said accumulated sick leave benefits only for the period of actual physical disability and not for any period of time during which she is able to return to work, but chooses not to return. In connection therewith, and in order to become eligible for said accumulated sick leave benefits, she may be requested to file with the School Medical Director any and all necessary medical evidence establishing the period of medical disability. With regard thereto, the District reserves the right to review and evaluate the recommendations and conclusions of the employee's private physician, and also the sole and

exclusive discretion to determine the legitimacy of each claim processed under this subsection.

- c. An employee with six (6) months of credited service who becomes pregnant and takes a leave or a period of leave under subsection b, that is not covered by accumulated leave time, shall be entitled to a leave of absence of up to one (1) year without pay or increment.

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

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

2. Child Care Leave

- a. A written request for child rearing care leave shall be submitted to the Office of Human Resources at least thirty (30) days prior to the anticipated commencement of the leave. In emergency situations, requests must be submitted as soon as possible. Requests for said leaves shall include the following:
 - 1. the anticipated date of the birth of the child or placement of an adopted child;
 - 2. the anticipated date the unit member requests the leave to commence;
 - 3. date unit member anticipates returning to active duty.
- b. Any employee with six (6) months of credited service shall be granted, upon written application, a child care leave up to one (1) year, provided that such leave commences within one (1) year from the date of the birth of a child or the placement of an adopted child with a unit member. Such leave will be granted without pay or increment.

The leave may be for a period of less than one (1) year duration so as to conform to the individual circumstances of each case.

- c. 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 (1) individual shall be granted leave at any one time, for a combined total of one (1) year for the birth or adoption of a child.

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

I. Military Leave

Military leave of absence for employees shall be granted pursuant to New York State Military Law §§ 242 and 243 and any other State or Federal statutes such as the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA), which may apply. Such military leave of absence shall be granted to any employee while engaged in the performance of ordered military duty while going to and returning from such duty, as provided by law, except the term “ordered” shall not include those instances where the leave is 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 a military leave of absence shall be entitled to full military service credit for salary purposes. All provisions of this subsection shall be amended in accordance with any changes in State or Federal legislation that delimit any of the above provisions.

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

Information may be obtained upon request from the District Office.

**ARTICLE 17
MEDICAL EXAMINATIONS**

No person shall be acceptable for employment unless physically fit for the work required or contemplated by the job which the applicant is being considered for. Every person hired after the effective date of this Agreement shall, as a condition of employment, be required to undergo a medical examination. This examination to determine the physical and mental fitness of the person to perform his or her duties shall, at the option of the applicant, be completed at no cost to him or her by a medical doctor assigned by the Board of Education, or completed at the applicant's expense by any duly qualified and licensed medical doctor who shall submit a report and recommendation in such detail and form required, to the Director of School Health Services.

**ARTICLE 18
WORKERS' COMPENSATION BENEFITS**

- A. All employees within the bargaining unit shall be covered under the provisions of the New York State Workers' Compensation Law, and be entitled to any and all benefits contained therein.

- B. Employees who become ill or injured due to circumstances arising out of and in the course of employment shall file a report of such illness or injury with the District and with the Workers' Compensation Board. Such report shall be filed within the time, and in the manner, required by the New York State Workers' Compensation Law. In those instances where an illness or injury is determined by the District, or other forum of competent jurisdiction to be compensable as arising out of and in the course of employment, the employee will be compensated as set forth in (A) above during the period of such illness or injury unless he or she notifies the District in writing no later than five (5) days after such illness or injury, that he or she has elected to receive only the amount to which he or she is entitled pursuant to the Workers' Compensation Law, and not utilize accumulated sick days in addition thereto. The procedure for notification to the District regarding this choice is completion of the Workers' Compensation Law Benefits in Lieu of Regular Salary Form, available through the Payroll office. Because the District is self-insured, and therefore has no insurance carrier from which to receive the reimbursement to which it would otherwise be entitled under the Workers' Compensation Law, the District (unless the employee gives notice to the contrary as set forth in the preceding sentence) shall charge to the employee's accumulated sick leave any time taken because of such illness or injury for which the employee receives his or her regular salary and for which the District would not be reimbursed if it were not self-insured. Such charge to, and deduction from, accumulated sick leave shall be proportionate to, and based upon the amount for which the District would not be reimbursed if not self-insured.
- C. Employees who are absent from duty, with pay, pursuant to this Paragraph, may be required, at the discretion of the Superintendent, to file a medical report with the School Health Director. When such a report is requested, the Superintendent will make a determination on the basis of said report and the recommendation of the School Health Director, whether pay shall be continued. In no instance shall payments to an employee for illness or injury arising out of and in the course of employment exceed those provided under Compensation Law, unless the Superintendent, in his or her sole and exclusive discretion, shall authorize such payment, notwithstanding any determination by any Compensation Board which is at variance with the determination of the Superintendent. Should the medical report from the employee's Physician, and that of the School Health Director, be conflicting and unable to be resolved the parties shall obtain the opinion of a disinterested third-party Physician (who may be a specialist in the medical area in question) who is acceptable to both parties.

ARTICLE 19

PROBATIONARY EMPLOYEES

- A. It is agreed that each newly-hired, non-competitive, and labor class employee shall serve a probationary term of employment for a period of one (1) year.
- 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.

- C. Section B of this Article shall not apply to a non-competitive or labor class employee who has completed his or her initial probationary period as specified in Section A.
- D. School Bus Drivers shall serve a probationary period of one (1) year.

ARTICLE 20 JOB SECURITY

A. Resignation and Abandonment

In the event that any employee terminates his or her service with the 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 five (5) days without notification to the Office of Human Resources shall be considered as having abandoned his or her position with the District.

B. Layoffs

When conditions make it necessary to reduce the bargaining unit by means of temporary and/or permanent lay-off, the determination as to which jobs are to be eliminated shall be within the sole discretion of the Superintendent or his/her designee. In making such a determination, seniority shall be the determining factor. Seniority shall be defined as length of continuous employment within the bargaining unit since last date of hire. Part-time employees will receive pro-rata seniority for purpose of bumping part-time employees. See Appendix C.

An employee who is laid-off may elect to exercise his/her right to bump an employee with less seniority within the following guidelines: laid-off employees will bump the next less senior person within the department and current pay grade first, department and next lower pay grade second, subsequently lower pay grades within department third, and finally, if an employee's seniority does not allow a bump within department, he/she may elect to bump the next less senior person within pay grade in another department, then to subsequently lower pay grades. This policy is not intended to remove any rights afforded by Civil Service Law and is intended for use in the non-competitive and labor classes. For the purpose of bumping, "Department" shall be defined as either "custodial" or "non-custodial" positions. Employees must meet minimum qualifications as per Civil Service requirements in order to bump into a position.

- C. Employees who elected to bump to retain employment separated by layoff or reduction in staff, pursuant to Section B of this Article, for a period of two (2) years from the date of the bump shall be restored to their previous title, when funded.

D. **Change in Status**

Unit 6 employees in the non-competitive or labor class with more than one year of service in the Unit that seek advancement or career change within the Unit shall have the following rights:

1. Non-competitive and labor class employees who take a temporary, provisional, or contingent permanent position will have recourse back to their preceding permanent title and hours of work during the probationary period or if the position does not become permanent within one (1) year.
2. Any employee who takes another permanent position will have recourse back to their preceding title and hours of work in the event that the probationary period in the new position is not satisfactorily completed.
3. The employee or the District may elect to terminate the probationary period, thus allowing recourse back to the preceding title and hours of work.

**ARTICLE 21
TUITION**

A. **Career Ladder — Undergraduate Study**

Employees eligible for this program must be accepted in a District approved program in order to qualify for the following benefits.

1. Employees will be eligible to receive up to eighteen (18) hours of paid tuition per calendar year at the State University of New York or community college tuition rates. The maximum number of hours paid by the District by all provisions of this contract will not exceed eighteen (18) hours.
2. Tuition costs will be directly paid by the District to the State University or community college as long as a C average is maintained. If a C average is not maintained, the employee must assume payment of tuition costs subject to reimbursement procedures under Article 21, Section B. The District will resume direct payment once a C average is again attained.
3. Career guidance and assistance will be provided to enrolled employees through the Office of Human Resources.
4. Total cost to the District shall not exceed \$10,000 per fiscal school year, for the Unit, under all tuition cost plans included in this contract. The maximum reimbursement of the \$10,000 per fiscal school year shall be \$4,500 per Unit member per fiscal school year.

- B. The District shall reimburse employees for incurred tuition (only) costs for courses satisfactorily completed at New York State Community Colleges and similar continuing Education Courses, and in-service courses offered by other educational institutions providing all of the following requirements are satisfied:
1. Any course taken must be within job related subject areas, and approval must be given in advance by the Office of Human Resources.
 2. The course must require a minimum of thirty (30) clock hours of attendance.
 3. Satisfactory completion equals at least a grade of B.
 4. Reimbursement shall not exceed the tuition rate of the State University of New York. In no instance shall reimbursement exceed the actual cost to the employee.

ARTICLE 22
GRIEVANCE AND ARBITRATION PROCEDURE
***(Non-Disciplinary Matters)**

- A. For the purpose of this Agreement, a grievance shall be defined as a dispute or controversy between an individual covered by this Agreement and the District, arising out of the application or interpretation of this Agreement. It is expressly understood and agreed by the parties that the grievance and arbitration procedure provided for in this Agreement does not apply to and is not intended as a substitute or an alternative for, any action permitted by or required by the District or the Association 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.

For disciplinary matters, see expedited procedure contained in Article 23 Discipline and Dismissal Procedure.

The grievance will be presented using a form which has been mutually agreed upon by the parties.

- B. Each employee within the bargaining 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 the Association.
- 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. However, in the event any such employee elects to invoke such alternative statutory relief, such election shall be considered to be a waiver of his 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 Association, 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 Association 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. **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 Association representative present, in an attempt to settle the same within ten (10) calendar days after the grievance occurs. However, any such employee may, instead, if (s)he so desires, report the matter to the Association Unit President or his/her designee, who shall take it up with the employee's Supervisor in a sincere effort to solve the problem within said ten (10) calendar day period. If the employee desires, (s)he may be present during the discussion. If the Supervisor, the employee, or the Association representative feels the need for aid in arriving at an equitable solution, they may discuss with, or, if advisable, invite such additional District or Association representatives as may be necessary and available, but such additional participants, whether actually present or consulted, shall not relieve the Supervisor, the employee, or the Association representative, from responsibility for solving the problem. Within ten (10) calendar 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 Association 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 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:

- 1. If a satisfactory adjustment is not reached in Stage One, the grievance shall be reduced to writing, and shall be served upon the Superintendent or his/her designee. The designated representative of the School Superintendent, for purposes of this Article, shall exercise the full authority of the Superintendent. The written

grievance shall contain statements relating to the specific nature of the grievance and the facts surrounding it.

2. The Superintendent, or designee, will hold an informal meeting for a review of the grievance within ten (10) calendar days upon receiving a Stage 2 written grievance.
3. The Superintendent, or designee, shall answer the grievance in writing, within ten (10) calendar days after the informal meeting has been held.

Stage Three:

1. If the grievance is denied, or not timely answered at Stage 2, the Association may, within fifteen (15) calendar days, appeal the grievance to arbitration. The Public Employment Relations Board (PERB) will be utilized for selecting an arbitrator.
2. The expense of arbitration shall be shared equally by the District and the Association. 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.
3. Awards may not be retroactive beyond thirty (30) calendar days prior to the initiation of the alleged grievance at Stage One with the District, or prior to the date the grievant became aware, or should have become aware, of the event constituting the grievance.

**ARTICLE 23
DISCIPLINE AND DISMISSAL PROCEDURE**

A. General Statement

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

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

In the event that it becomes necessary for the Superintendent of Schools to question the services or activities of a temporary employee, no limitations as to termination of services, such as those provided for permanent employees under the Civil Service Rules and Regulations, are required. A temporary employee may be terminated at any time by the appointing officer, without the necessity of showing cause for such termination. It is

agreed that any employee, as defined above, shall not have the right to seek relief pursuant to the grievance and arbitration procedure of this Agreement.

C. **Applicability**

This disciplinary procedure shall apply to all bargaining unit employees as identified in Article 2 including regular part-time employees, except for temporary and newly hired probationary employees. This procedure is in lieu of the procedures set forth in Civil Service Law, Section 75, Section 76, and Section 77.

D. **Employee Rights**

1. An employee shall be informed that he/she is entitled to representation by the CSEA at each step of the disciplinary procedure.
2. No recording device or stenographic or other record shall be used during any disciplinary interview unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, and a copy furnished to the Unit President or his/her designee.
3. The burden of proof on all disciplinary matters shall be upon the employer constituting just cause and the employee shall not be required to prove his/her innocence.

4. **Resignation**

An employee may tender his/her resignation following the service of a Notice of Discipline. Any such resignation will be processed in accordance with Civil Service Law and Rules and the employee's services terminated. However, an employee's resignation does not preclude either the filing of a Notice of Discipline or the prosecution of a Notice of Discipline by the District.

5. **Limitations**

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

E. **Employer Rights**

1. **Investigation**

Nothing in this Agreement shall prevent or limit the District's authority to investigate an incident which may result in the service of a Notice of Discipline upon an employee. Nor shall the District be limited with respect to questioning any

employee, with representation if he/she chooses, concerning events or claims which might lead to disciplinary action. Subsequent to the service of a Notice of Discipline, investigatory activities of management involving direct questioning of the employee served shall cease.

2. Right to Discipline/Discharge

Discipline may be imposed for incompetence, neglect of duty, or misconduct. The Notice served on the employee shall contain a description of the specific acts or omissions alleged to be the reasons for discipline, including reference to dates, times, and places if known at that time. The Notice shall also contain the penalty proposed by the District.

3. Where the appointing authority or his/her designee seeks as a penalty a written reprimand, the imposition of suspension without pay, a fine, demotion, or dismissal from service, Notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested. The Unit President, or his/her designee, will receive copies of all Notices of Discipline.

F. **Expedited Resolution of Disciplinary/Discharge Cases**

1. Notice of Discipline served on the employee shall be accompanied by a written statement that:
 - a. The employee has a right to object by filing a grievance with the Superintendent or his/her designee, under the expedited procedure within fifteen (15) calendar days;
 - b. The grievance procedure provides for a hearing by an independent arbitrator at its final step;
 - c. The employee is entitled to representation by the CSEA at every step of the proceeding.
2. A Notice of Discipline may be the subject of a grievance before the Superintendent or his/her designee. The grievance must be filed by the employee or CSEA with the Superintendent or his/her designee within fifteen (15) calendar days of the Notice of Discipline. The grievance must be presented on the agreed upon form. The employee shall be entitled to a meeting before the Superintendent or his/her designee within fifteen (15) calendar days of the receipt of the grievance, and a written decision shall be rendered within fifteen (15) calendar days of such meeting and shall be delivered in person or by certified or registered mail, return receipt requested, with a copy by email to the CSEA Unit President.

Should the written decision from the meeting fail to resolve the grievance or if the Superintendent or his/her designee fails to respond within fifteen (15) calendar days from such meeting, the CSEA has the right to proceed directly to arbitration.

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

3. For all disciplinary cases, the parties will utilize their mutually agreed to arbitrators panel to decide unresolved grievances brought under this procedure.
4. Each party will mutually select arbitrators for the panel. Each successor agreement cycle the parties agree to meet and review an initial list of arbitrators offered first by CSEA. The District may then offer additional names or propose striking arbitrators names from the CSEA list. The final arbitrators panel for each successor agreement cycle must be mutually agreed to in writing by the District and CSEA. In order to be designated by the District or CSEA to this panel, the arbitrator will agree in advance to schedule the hearing in an expedited fashion. The panel arbitrators shall be appointed to hear cases by rotation in alphabetical order by last name. The timeline for the hearing and the arbitrator's award will all be as soon as practicable. The parties agree the hearing and decision process should not take more than one hundred and eighty (180) days. This timeline may be extended by mutual written agreement of the parties. Should the parties fail to mutually agree to extend the timeline the assigned panel arbitrator shall make the final binding decision whether to extend.

The arbitrator's decision with respect to guilt or innocence, penalty or probable cause for suspension shall be final and binding upon the parties. The arbitrator shall, when making said decision, have no power to add to, or subtract from, or modify the specific provisions of this Agreement.

5. Progressive Discipline - The arbitrator shall also have the right to determine whether the policy of progressive discipline is applicable to the matter and, if so, whether such policy was followed by the employer. Progressive discipline shall be understood to mean the prior implementation of oral warnings and/or written reprimands and/or the imposition of lesser penalties.
6. In no event may an employee be suspended without pay for more than fifty (50) calendar days prior to the arbitrator's decision unless it is established that the delay beyond fifty (50) calendar days has been caused by the employee or his/her representatives.
7. Choice of Remedy

If any employee eligible for protection under this Article elects to challenge dismissal or other disciplinary action in a manner or agency other than this

expedited grievance procedure, he/she waives the right to invoke the procedures for recourse set forth under this Article.

ARTICLE 24 GENERAL CONDITIONS

- A. It is agreed that any and all the benefits employees had prior to entering into this Agreement shall be retained, unless expressly and specifically abridged, modified, delegated, or granted within this Agreement.
- B. 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.
- C. New employees shall be provided a copy of this Agreement during orientation.

ARTICLE 25 HEALTH AND SAFETY

The District and Unit 6 shall continue to make every effort to protect and ensure the health and safety of its employees during the hours of their employment.

ARTICLE 26 LENGTH OF AGREEMENT

- A. Neither party to this Agreement shall make an attempt to make any alterations, modifications, changes, or variations of any of the items expressly and specifically covered by this Agreement, except those that are made by mutual agreement, signed, and appended hereto.
- B. This Agreement shall become effective July 1, 2014 and shall terminate at the close of business June 30, 2020.
- C. Printing and distribution of this Agreement shall be completed following ratification and final draft by both parties. A copy of this Agreement shall be given to each new unit employee within two (2) weeks of his/her employment.
- D. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 24th day of August, 2018.

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



Marc Heatley, Labor Relations Specialist

BOARD OF EDUCATION
SYRACUSE CITY SCHOOL DISTRICT



Jaime Alicea, Superintendent



Daniel Muehl – CSEA Unit 6
Operation of Plant

Negotiating Committee

Tom Bell
Jeremy Kuznia
Keith Lesh
Ben Jamison

Negotiating Committee

Joshua Beardall, J.D., Ed.D.
Christopher Miller, Ed.D.
Suzanne Slack
Thomas Ferrara
David Delaney
Heather Keegan

APPENDIX “A”

2016 - 2020 Health Insurance Rates - POS Plan

Rates change September 1st

Health Contributions 2016-2017

Salary	Level	%	Annual		Per Paycheck	
			Individual	Family	Individual	Family
\$0.00-\$29,999	1	10	\$751.87	\$1,990.00	31.33	82.92
\$30,000 - \$42,052	2	12	\$902.25	\$2,388.00	37.59	99.50
\$42,053 - \$59,999	3	17	\$1,278.18	\$3,382.99	53.26	140.96
\$60,000 - \$79,999	4	20	\$1,503.74	\$3,979.99	62.66	165.83
\$80,000 - \$99,999	5	22	\$1,654.12	\$4,377.99	68.92	182.42
\$100,000 + Above	6	27	\$2,030.05	\$5,372.99	84.59	223.87

PREMIUM EQUIVALENT RATE

Individual	\$7,519
Family	\$19,900

Health Contributions 2017-2018

Salary	Level	%	Annual		Per Paycheck	
			Individual	Family	Individual	Family
\$0.00-\$29,999	1	10	\$786.28	\$2,080.76	32.76	86.70
\$30,000 - \$42,052	2	12	\$943.53	\$2,496.92	39.31	104.04
\$42,053 - \$59,999	3	17	\$1,336.67	\$3,537.30	55.69	147.39
\$60,000 - \$79,999	4	20	\$1,572.55	\$4,161.53	65.52	173.40
\$80,000 - \$99,999	5	22	\$1,729.81	\$4,577.68	72.08	190.74
\$100,000 + Above	6	27	\$2,122.95	\$5,618.06	88.46	234.09

PREMIUM EQUIVALENT RATE

Individual	\$7,863
Family	\$20,808

Health Contributions 2018-2019

Salary	Level	%	Annual		Per Paycheck	
			Individual	Family	Individual	Family
\$0.00-\$29,999	1	10	\$849.18	\$2,247.22	35.38	93.64
\$30,000 - \$42,052	2	12	\$1,019.01	\$2,696.67	42.45	112.36
\$42,053 - \$59,999	3	17	\$1,443.60	\$3,820.28	60.15	159.18
\$60,000 - \$79,999	4	20	\$1,698.35	\$4,494.45	70.76	187.27
\$80,000 - \$99,999	5	22	\$1,868.19	\$4,943.89	77.85	206.00
\$100,000 + Above	6	27	\$2,292.79	\$6,067.50	95.54	252.82

PREMIUM EQUIVALENT RATE (+8% PROJECTED)

Individual	\$8,492
Family	\$22,473

Health Contributions 2019-2020

Salary	Level	%	Annual		Per Paycheck	
			Individual	Family	Individual	Family
\$0.00-\$29,999	1	10	\$917.10	\$2,427.10	38.21	101.13
\$30,000 - \$42,052	2	12	\$1,100.52	\$2,912.52	45.86	121.36
\$42,053 - \$59,999	3	17	\$1,559.07	\$4,126.07	64.96	171.92
\$60,000 - \$79,999	4	20	\$1,834.20	\$4,854.20	76.43	202.26
\$80,000 - \$99,999	5	22	\$2,017.62	\$5,339.62	84.07	222.48
\$100,000 + Above	6	27	\$2,476.17	\$6,553.17	103.17	273.05

PREMIUM EQUIVALENT RATE (+8% PROJECTED)

Individual	\$9,171
Family	\$24,271

2017-2020 Health Insurance Rates - High-Deductible Plan
Rates change September 1st

Health Contributions 2017-2018			Annual		Per Paycheck		PREMIUM EQUIVALENT RATE	
Salary	Level	%	Individual	Family	Individual	Family	Individual	Family
\$0.00-\$29,999	1	10	\$757.30	\$2,004.10	31.55	83.50	Individual	\$7,573
\$30,000 - \$42,052	2	12	\$908.76	\$2,404.92	37.87	100.21	Family	\$20,041
\$42,053 - \$59,999	3	17	\$1,287.41	\$3,406.97	53.64	141.96		
\$60,000 - \$79,999	4	20	\$1,514.60	\$4,008.20	63.11	167.01		
\$80,000 - \$99,999	5	22	\$1,666.06	\$4,409.02	69.42	183.71		
\$100,000 + Above	6	27	\$2,044.71	\$5,411.07	85.20	225.46		

Health Contributions 2018-2019			Annual		Per Paycheck		PREMIUM EQUIVALENT RATE (+8% PROJECTED)	
Salary	Level	%	Individual	Family	Individual	Family	Individual	Family
\$0.00-\$29,999	1	10	\$817.88	\$2,164.43	34.08	90.18	Individual	\$8,179
\$30,000 - \$42,052	2	12	\$981.46	\$2,597.31	40.89	108.22	Family	\$21,644
\$42,053 - \$59,999	3	17	\$1,390.40	\$3,679.53	57.93	153.31		
\$60,000 - \$79,999	4	20	\$1,635.77	\$4,328.86	68.16	180.37		
\$80,000 - \$99,999	5	22	\$1,799.34	\$4,761.74	74.97	198.41		
\$100,000 + Above	6	27	\$2,208.29	\$5,843.96	92.01	243.50		

Health Contributions 2019-2020			Annual		Per Paycheck		PREMIUM EQUIVALENT RATE (+8% PROJECTED)	
Salary	Level	%	Individual	Family	Individual	Family	Individual	Family
\$0.00-\$29,999	1	10	\$883.31	\$2,337.58	36.80	97.40	Individual	\$8,833
\$30,000 - \$42,052	2	12	\$1,059.98	\$2,805.10	44.17	116.88	Family	\$23,376
\$42,053 - \$59,999	3	17	\$1,501.64	\$3,973.89	62.57	165.58		
\$60,000 - \$79,999	4	20	\$1,766.63	\$4,675.16	73.61	194.80		
\$80,000 - \$99,999	5	22	\$1,943.29	\$5,142.68	80.97	214.28		
\$100,000 + Above	6	27	\$2,384.95	\$6,311.47	99.37	262.98		

APPENDIX “B”
COMPETITIVE GRADES

1	SAFETY INSTRUCTOR
2	CUSTODIAN I
3	CUSTODIAN IA
4	CUSTODIAN 2
5	GROUND CREWLEADER
6	SAFETY OFFICER
7	DISPATCHER
8	COMPUTER REPAIR TECHNICIAN I
	CUSTODIAN 3
	COMPUTER EQUIPMENT MAINTENANCE
	SPECIALIST
9	COMPUTER REPAIR TECHNICIAN II
	CUSTODIAN 4
	ELECTRONIC EQUIPMENT TECHNICIAN
	TELECOMMUNICATIONS TECHNICIAN I
10	COMPUTER REPAIR TECHNICIAN III
	TELECOMMUNICATIONS TECHNICIAN II
11	TELECOMMUNICATIONS TECHNICIAN III
	ASBESTOS WORKER SUPERVISOR
12	TELECOMMUNICATIONS TECHNICIAN IV

APPENDIX “C”
NON-COMPETITIVE/LABOR CLASS GRADES

1	Custodial Helper
2	Laborer 1 Custodial Worker 1
3	Maintenance Helper Driver Messenger Laborer 2
4	MEO 1 AV Repair Worker Groundskeeper
5	MEO 2
6	Automotive Mechanic Helper
7	School Bus Driver Shademaker Maintenance Worker 1 Asbestos Worker
8	Automotive Mechanic Small Engine Mechanic Labor Crew Leader Asbestos Worker Red Circle

APPENDIX “D”
ASBESTOS REMOVAL TEAM SUPPLEMENTAL
CONDITIONS OF EMPLOYMENT

The District and the CSEA recognize that employees working in the Asbestos Worker and Asbestos Worker Supervisor job titles are in Bargaining Unit 6 subject to its Collective Bargaining Agreement. This supplemental Agreement further recognizes that employees in these job titles will receive the full benefit of the terms and conditions of employment set forth in the Unit 6 Agreement modified, however, by the supplemental terms and conditions set forth below:

A. Hours of Work – Workweek:

1. Eight hours of work shall constitute a regular workday. The regular workweek shall be forty hours normally scheduled Monday through Friday.

2. Shift hours shall normally be scheduled as follows: 1st Shift – 7:00 a.m. to 3:30 p.m. with a one-half hour unpaid lunch break; 2nd Shift – 3:00 p.m. to 11:00 p.m. with a one-half hour paid dinner break; 3rd Shift – 11:00 p.m. to 7:00 a.m. with a one-half hour paid dinner break. These normal shift hours may be varied by the District for up to 2 hours for a 2-day duration to meet the needs of a given project. When it is necessary to vary shift hours, employees will be given at least one day’s (24 hours) notice.

3. When the District determines there is a need to reassign employees from one shift to another, it will maintain a rotating list which shall be based on seniority within job title. The rotating list will be used to make shift change assignments in an equitable manner. A change in shift assignment will be made with five (5) calendar days’ notice to affected employees, but not less than one (1) day (24 hours) notice.

4. Glove bag and/or full abatement will normally be scheduled to be performed on the second or third shifts but may otherwise be scheduled by the District. Employees performing glove bag work on the second or third shift will receive a one hour paid dinner break. Where glove bag or full abatement work is scheduled on the first shift, the shift shall be from 7:00 a.m. to 3:00 p.m. and employees performing this work will receive a one (1) hour paid lunch break.

5. All employees shall be entitled to two (2) fifteen minute work breaks each shift.

B. Overtime:

1. The District may require employees to work reasonable overtime to meet the needs of any project assigned to the asbestos team. Such overtime may include the scheduling of hours of work on Saturday and/or Sunday. When it is necessary to schedule overtime, it will first be offered on a voluntary basis using a rotating list which shall be based on seniority within job title. The rotating list for voluntary overtime shall initially give preference to senior employees. If overtime cannot be covered on a voluntary basis, the District will assign overtime within job title based on a second rotating list where initially the least senior employees will be assigned overtime.

2. Where an employee works overtime, compensation will be paid pursuant to the provisions of Article 9 – Overtime – of this Agreement. Overtime work for which compensatory time is offered will be subject to the conditions set forth in Section K. of Article 9.

C. Shift Differential:

Members of the asbestos removal team shall receive a night shift differential of 4% of their rates of pay for the third shift (11:00 p.m. to 7:00 a.m.).

D. Pyramiding:

There shall be no pyramiding of any premium, benefit, or overtime pay under this Agreement for the same work or hours of work. Where one or more premium, benefit, or overtime rate is payable for the same work of hours of work, only the higher rate shall be paid.

APPENDIX "E"
SYRACUSE CITY SCHOOL DISTRICT
CSEA UNIT 6
COUNSELING MEMO FORM

Date: 00/00/00

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

PURPOSE:

IMPACT ON WORK UNIT:

EMPLOYEE VIEW OF PROBLEM AND SOLUTION:

ACTION PLAN AGREED ON:

FOLLOW-UP PLAN:

OPTION:

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

Employee Signature*

Date

cc: Personnel File
CSEA Syracuse CSD Unit President

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

APPENDIX “F”
Effective July 1, 2014

	1	2	3
Asbestos Worker	23.41	23.41	25.11
Asbestos Worker Supervisor	30.35	30.35	32.05
Assistant Custodian I (B)	17.44	18.38	20.60
Audio Visual Repair Technician	24.90	25.88	28.33
Audio Visual Repair Worker	18.60	19.53	21.14
Automotive Mechanic	17.82	18.83	27.05
Automotive Mechanic Helper	14.83	15.81	22.84
Computer Equipment Maintenance Specialist	20.55	21.49	22.80
Computer Repair Technician I	24.90	25.88	28.33
Computer Repair Technician II	25.89	26.84	29.31
Computer Repair Technician III	27.17	28.12	30.59
Custodial Helper	13.39	15.31	15.83
Custodial Worker I	15.09	16.07	18.25
Custodian I (A)	18.30	19.24	21.60
Custodian II	20.13	21.17	23.93
Custodian III (A)	22.42	23.41	26.16
Custodian, III (B)	23.01	24.00	26.75
Driver Messenger	14.83	15.81	19.77
Dual Fuel Systems Monitor	20.24	21.23	22.92
Electronics Equipment Technician	24.90	25.88	28.33
Grounds Crewleader	18.96	22.48	24.14
Groundskeeper	15.65	16.62	20.12
Labor Crewleader	18.96	19.88	28.21
Laborer I	14.26	15.24	17.40
Maintenance Helper	14.83	15.81	18.85
Maintenance Worker I	18.24	19.16	24.54
Motor Equipment Operator I	17.13	18.14	20.42
Motor Equipment Operator II	18.12	19.04	21.38
Red Circle	25.71	25.71	27.42
School Bus Dispatcher	23.20	24.19	25.88
School Bus Driver	17.55	19.88	24.39
School Trans. Safety Instructor	16.90	17.82	19.52
School Trans. Safety Officer	20.28	21.24	23.75
Shademaker	18.24	19.16	24.54
Small Motor Mechanic	18.24	19.16	27.05
Telecommunications Network Technician I	24.92	25.88	28.33
Telecommunications Network Technician II	25.89	26.84	29.31
Telecommunications Network Technician III	27.17	28.12	30.59
Telecommunications Network Technician IV	28.93	29.87	32.34

APPENDIX “G”
Effective July 1, 2015

	1	2	3
Asbestos Worker	23.97	23.97	25.71
Asbestos Worker Supervisor	31.08	31.08	32.82
Assistant Custodian I (B)	17.86	18.82	21.09
Audio Visual Repair Technician	25.50	26.50	29.01
Audio Visual Repair Worker	19.05	20.00	21.65
Automotive Mechanic	18.25	19.28	27.70
Automotive Mechanic Helper	15.19	16.19	23.39
Computer Equipment Maintenance Specialist	21.04	22.01	23.35
Computer Repair Technician I	25.50	26.50	29.01
Computer Repair Technician II	26.51	27.48	30.01
Computer Repair Technician III	27.82	28.79	31.32
Custodial Helper	13.71	15.68	16.21
Custodial Worker I	15.45	16.46	18.69
Custodian I (A)	18.74	19.70	22.12
Custodian II	20.61	21.68	24.50
Custodian III (A)	22.96	23.97	26.79
Custodian III (B)	23.56	24.58	27.39
Driver Messenger	15.19	16.19	20.24
Dual Fuel Systems Monitor	20.73	21.74	23.47
Electronics Equipment Technician	25.50	26.50	29.01
Grounds Crewleader	19.42	23.02	24.72
Groundskeeper	16.03	17.02	20.60
Labor Crewleader	19.42	20.36	28.89
Laborer I	14.60	15.61	17.82
Maintenance Helper	15.19	16.19	19.30
Maintenance Worker I	18.68	19.62	25.13
Motor Equipment Operator I	17.54	18.58	20.91
Motor Equipment Operator II	18.55	19.50	21.89
Red Circle	26.33	26.33	28.08
School Bus Dispatcher	23.76	24.77	26.50
School Bus Driver	17.97	20.36	24.98
School Trans. Safety Instructor	17.31	18.25	19.99
School Trans. Safety Officer	20.77	21.75	24.32
Shademaker	18.68	19.62	25.13
Small Motor Mechanic	18.68	19.62	27.70
Telecommunications Network Technician I	25.52	26.50	29.01
Telecommunications Network Technician II	26.51	27.48	30.01
Telecommunications Network Technician III	27.82	28.79	31.32
Telecommunications Network Technician IV	29.62	30.59	33.12

APPENDIX “H”
Effective July 1, 2016

	1	2	3
Asbestos Worker	24.55	24.55	26.33
Asbestos Worker Supervisor	31.83	31.83	33.61
Assistant Custodian I (B)	18.29	19.27	21.60
Audio Visual Repair Technician	26.11	27.14	29.71
Audio Visual Repair Worker	19.51	20.48	22.17
Automotive Mechanic	18.69	19.74	28.36
Automotive Mechanic Helper	15.55	16.58	23.95
Computer Equipment Maintenance Specialist	21.54	22.54	23.91
Computer Repair Technician I	26.11	27.14	29.71
Computer Repair Technician II	27.15	28.14	30.73
Computer Repair Technician III	28.49	29.48	32.07
Custodial Helper	14.04	16.06	16.60
Custodial Worker I	15.82	16.86	19.14
Custodian I (A)	19.19	20.17	22.65
Custodian II	21.10	22.20	25.09
Custodian III (A)	23.51	24.55	27.43
Custodian III (B)	24.13	25.17	28.05
Driver Messenger	15.55	16.58	20.73
Dual Fuel Systems Monitor	21.23	22.26	24.03
Electronics Equipment Technician	26.11	27.14	29.71
Grounds Crewleader	19.89	23.57	25.31
Groundskeeper	16.41	17.43	21.09
Labor Crewleader	19.89	20.85	29.58
Laborer I	14.95	15.98	18.25
Maintenance Helper	15.55	16.58	19.76
Maintenance Worker I	19.13	20.09	25.73
Motor Equipment Operator I	17.96	19.03	21.41
Motor Equipment Operator II	19.00	19.97	22.42
Red Circle	26.96	26.96	28.75
School Bus Dispatcher	24.33	25.36	27.14
School Bus Driver	18.40	20.85	25.58
School Trans. Safety Instructor	17.73	18.69	20.47
School Trans. Safety Officer	21.27	22.27	24.90
Shademaker	19.13	20.09	25.73
Small Motor Mechanic	19.13	20.09	28.36
Telecommunications Network Technician I	26.13	27.14	29.71
Telecommunications Network Technician II	27.15	28.14	30.73
Telecommunications Network Technician III	28.49	29.48	32.07
Telecommunications Network Technician IV	30.33	31.32	33.91

APPENDIX “I”
Effective July 1, 2017

	1	2	3
Asbestos Worker	25.14	25.14	26.96
Asbestos Worker Supervisor	32.59	32.59	34.42
Assistant Custodian I (B)	18.73	19.73	22.12
Audio Visual Repair Technician	26.74	27.79	30.42
Audio Visual Repair Worker	19.98	20.97	22.70
Automotive Mechanic	25.50	27.00	29.04
Automotive Mechanic Helper	15.92	16.98	24.52
Computer Equipment Maintenance Specialist	22.06	23.08	24.48
Computer Repair Technician I	26.74	27.79	30.42
Computer Repair Technician II	27.80	28.82	31.47
Computer Repair Technician III	29.17	30.19	32.84
Custodial Helper	14.38	16.45	17.00
Custodial Worker I	16.20	17.26	19.60
Custodian I (A)	19.65	20.65	23.19
Custodian II	21.61	22.73	25.69
Custodian III (A)	24.07	25.14	28.09
Custodian III (B)	24.71	25.77	28.72
Driver Messenger	15.92	16.98	21.23
Dual Fuel Systems Monitor	21.74	22.79	24.61
Electronics Equipment Technician	26.74	27.79	30.42
Grounds Crewleader	20.37	21.35	30.29
Groundskeeper	16.80	17.85	21.60
Labor Crewleader	20.37	21.35	30.29
Laborer I	15.31	16.36	18.69
Maintenance Helper	15.92	16.98	20.23
Maintenance Worker I	19.59	20.57	26.35
Motor Equipment Operator I	18.39	19.49	21.92
Motor Equipment Operator II	19.46	20.45	22.96
Red Circle	27.61	27.61	29.44
School Bus Dispatcher	24.91	25.97	27.79
School Bus Driver	18.84	21.35	26.19
School Trans. Safety Instructor	18.16	19.14	20.96
School Trans. Safety Officer	21.78	22.80	25.50
Shademaker	19.59	20.57	26.35
Small Motor Mechanic	25.50	27.00	29.04
Telecommunications Network Technician I	26.76	27.79	30.42
Telecommunications Network Technician II	27.80	28.82	31.47
Telecommunications Network Technician III	29.17	30.19	32.84
Telecommunications Network Technician IV	31.06	32.07	34.72

APPENDIX “J”
Effective July 1, 2018

	1	2	3
Asbestos Worker	25.74	25.74	27.61
Asbestos Worker Supervisor	33.37	33.37	35.25
Assistant Custodian I (B)	19.18	20.20	22.65
Audio Visual Repair Technician	27.38	28.46	31.15
Audio Visual Repair Worker	20.46	21.47	23.24
Automotive Mechanic	26.11	27.65	29.74
Automotive Mechanic Helper	16.30	17.39	25.11
Computer Equipment Maintenance Specialist	22.59	23.63	25.07
Computer Repair Technician I	27.38	28.46	31.15
Computer Repair Technician II	28.47	29.51	32.23
Computer Repair Technician III	29.87	30.91	33.63
Custodial Helper	14.73	16.84	17.41
Custodial Worker I	16.59	17.67	20.07
Custodian I (A)	20.12	21.15	23.75
Custodian II	22.13	23.28	26.31
Custodian III (A)	24.65	25.74	28.76
Custodian III (B)	25.30	26.39	29.41
Driver Messenger	16.30	17.39	21.74
Dual Fuel Systems Monitor	22.26	23.34	25.20
Electronics Equipment Technician	27.38	28.46	31.15
Grounds Crewleader	20.86	21.86	31.02
Groundskeeper	17.20	18.28	22.12
Labor Crewleader	20.86	21.86	31.02
Laborer I	15.68	16.75	19.14
Maintenance Helper	16.30	17.39	20.72
Maintenance Worker I	20.06	21.06	26.98
Motor Equipment Operator I	18.83	19.96	22.45
Motor Equipment Operator II	19.93	20.94	23.51
Red Circle	28.27	28.27	30.15
School Bus Dispatcher	25.51	26.59	28.46
School Bus Driver	19.29	21.86	26.82
School Trans. Safety Instructor	18.60	19.60	21.46
School Trans. Safety Officer	22.30	23.35	26.11
Shademaker	20.06	21.06	26.98
Small Motor Mechanic	26.11	27.65	29.74
Telecommunications Network Technician I	27.40	28.46	31.15
Telecommunications Network Technician II	28.47	29.51	32.23
Telecommunications Network Technician III	29.87	30.91	33.63
Telecommunications Network Technician IV	31.81	32.84	35.55

APPENDIX “K”
Effective July 1, 2019

	1	2	3
Asbestos Worker	26.36	26.36	28.27
Asbestos Worker Supervisor	34.17	34.17	36.10
Assistant Custodian I (B)	19.64	20.68	23.19
Audio Visual Repair Technician	28.04	29.14	31.90
Audio Visual Repair Worker	20.95	21.99	23.80
Automotive Mechanic	26.74	28.31	30.45
Automotive Mechanic Helper	16.69	17.81	25.71
Computer Equipment Maintenance Specialist	23.13	24.20	25.67
Computer Repair Technician I	28.04	29.14	31.90
Computer Repair Technician II	29.15	30.22	33.00
Computer Repair Technician III	30.59	31.65	34.44
Custodial Helper	15.08	17.24	17.83
Custodial Worker I	16.99	18.09	20.55
Custodian I (A)	20.60	21.66	24.32
Custodian II	22.66	23.84	26.94
Custodian III (A)	25.24	26.36	29.45
Custodian III (B)	25.91	27.02	30.12
Driver Messenger	16.69	17.81	22.26
Dual Fuel Systems Monitor	22.79	23.90	25.80
Electronics Equipment Technician	28.04	29.14	31.90
Grounds Crewleader	21.36	22.38	31.76
Groundskeeper	17.61	18.72	22.65
Labor Crewleader	21.36	22.38	31.76
Laborer I	16.06	17.15	19.60
Maintenance Helper	16.69	17.81	21.22
Maintenance Worker I	20.54	21.57	27.63
Motor Equipment Operator I	19.28	20.44	22.99
Motor Equipment Operator II	20.41	21.44	24.07
Red Circle	28.95	28.95	30.87
School Bus Dispatcher	26.12	27.23	29.14
School Bus Driver	19.75	22.38	27.46
School Trans. Safety Instructor	19.05	20.07	21.98
School Trans. Safety Officer	22.84	23.91	26.74
Shademaker	20.54	21.57	27.63
Small Motor Mechanic	26.74	28.31	30.45
Telecommunications Network Technician I	28.06	29.14	31.90
Telecommunications Network Technician II	29.15	30.22	33.00
Telecommunications Network Technician III	30.59	31.65	34.44
Telecommunications Network Technician IV	32.57	33.63	36.40

APPENDIX “L”
LONGEVITIES

July 1, 2014 – June 30, 2020

Longevity Rate

7 Yrs.	0.25
10 Yrs.	0.25
15 Yrs.	0.25
20 Yrs.	0.25
25 Yrs.	0.25
30 Yrs.	0.25
35 Yrs.	0.25
40 Yrs.	0.25
45 Yrs.	0.25

* Longevity amounts are cumulative.

* Longevity amounts are hourly increments that shall be added to the employees hourly rate by position or title to establish a new hourly rate for that specific school year.

APPENDIX “M”
ADDITIONAL PAYMENTS

It shall be agreed between the parties that the following stipends, payments, or assignments shall be added to the following titles each year of the agreement:

- Central Office Custodian \$291.20
- Head Bus Driver \$500.00
- Senior Relief Driver \$310.00
- Head Automotive Mechanic \$6,000.00
 - The position of Head Automotive Mechanic shall be appointed and shall serve at the discretion of the District from Automotive Mechanics currently employed by the District. Automotive Mechanics shall have a right to decline appointment to the position of Head Automotive Mechanic or to return their previous position if appointed.
- Driver Messengers holding appropriate operation assignments to be given consideration for motor equipment operation assignments on an as available basis.

Appendix “N”

INTEGRATION OF CHANGES TO CUSTODIAN I AND CUSTODIAN III POSITIONS

Custodian I

Effective upon ratification, all Custodian I (B) positions will be Custodian I positions. When Head Custodian I (A) positions in buildings become vacant, these positions will be converted to Custodian II or Custodian III job titles in accordance with Civil Service. The District will retain its right to upgrade any position to a Civil Service title previous to any vacancy. No new Custodian I (A) positions will be created nor will there be any promotions or transfers into a Custodian I (A) position. All Custodian I positions will receive the Custodian I (B) salary, except for the Custodian I (A) positions that will be phased out.

Custodian III

Upon ratification, all Custodian III (A) and Custodian III (B) positions will be Custodian III positions.

All employees occupying a Custodian III position will be paid pursuant to the current Custodian III (A) scale. This includes all employees who were in a Custodian III (B) position. Any Custodian III assigned to buildings designated with a stipend will receive an hourly stipend of \$0.63, non-cumulative: effective July 1, 2017; \$0.64 effective July 1, 2018; and, \$0.66 effective July 1, 2019. This stipend is not cumulative and will be considered part of an employee’s base pay, for purposes of determining benefit contribution rate. Employees entitled to receive the hourly stipend will receive the stipend for all work performed, including overtime worked, in non-stipend buildings. The hourly stipend shall be subject to all contractual percentage increases.

The above stipend will apply to the building, not the title. In the event of transfer, either by employee or administratively, the stipend remains with the building and does not stay with the employee. The District retains the right to transfer employees between building assignments and a transfer shall not be considered a promotion or demotion.

The following buildings are identified as stipend eligible: Fowler, Henninger, Corcoran, Nottingham, Lincoln, Dr. Weeks and Grant. When Lincoln and Dr. Weeks is vacated by the employee currently in the Custodian III position at the school, the building will no longer receive the stipend. This stipend will be based upon criteria including, but not limited to, size, student population, and building condition. There also may be one Custodian III assigned as “roving” custodian, who may be assigned to any building on an as needed basis and as determined by the District. The Custodian III assigned as a roving custodian also shall be entitled to the stipend above only so long as the employee remains in that or other eligible assignment.

Appendix "O"
REQUEST FOR TRANSFER AND/OR SHIFT CHANGE

DATE _____

INSTRUCTIONS: This form should be used in requesting a transfer and/or shift change. Requests will be made in accordance with the current Unit 6 Contract. **This completed form should be sent DIRECTLY to the Director of your department.** Other forms of communication (e.g. e-mail, handwritten notes) will not be accepted.

PLEASE PRINT

NAME _____

ADDRESS _____ PHONE _____

Present Assignment:

SCHOOL OR BUILDING _____ JOB TITLE _____

CHECK APPROPRIATE BOXES:

- ☐ RESCIND PREVIOUSLY APPROVED TRANSFER AND/OR SHIFT CHANGE.
- ☐ SHIFT CHANGE (ex. presently working night shift and requesting day shift)
- ☐ TRANSFER (ex. presently working night shift and requesting night shift at another location)

MARK ONE:

- ☐ FIRST AVAILABLE BUILDING
- ☐ LOCATION (S) REQUESTED _____

*(Two buildings maximum)

Once you have been transferred you cannot reapply for another transfer for a one-year period. This does not apply to administrative transfers. Employees not in good standing may have transfer and/or shift change request denied. Keep a copy of your transfer and/or shift change request for your records.

REQUESTED BY:

(EMPLOYEE SIGNATURE) (DATE)

RECOMMENDED BY:

(IMMEDIATE SUPERVISOR) (DATE)

APPROVED BY:

(HUMAN RESOURCES OFFICE) (DATE)



Appendix "P"
CSEA GRIEVANCE FORM

NAME: _____

CSEA ID NUMBER: _____

HOME ADDRESS: _____

HOME PHONE #: _____

DATE OF HIRE: _____

WORK PHONE#: _____

JOB TITLE: _____

DEPT. OR AGENCY: _____

DEPT. HEAD: _____

INDICATE THE REASON OR ACTION LEADING TO THIS GRIEVANCE:

CONTRACT ARTICLES VIOLATED/INVOLVED: _____

DATE OF OCCURENCE: _____

STATEMENT OF FACTS – MUST INCLUDE NAMES, DATES, & WHAT HAPPENED:

REMEDY SOUGHT: _____

DATE SUBMITTED: _____

GRIEVANT SIGNATURE: _____

NAME OF STEWARD/PHONE #: _____

(In disciplinary appeals, the second page does not need to be submitted)

STEP 1 (VERBAL)

DATE STEP 1 MEETING WAS REQUESTED: _____

DATE HELD: _____

PARTIES INVOLVED: _____

DATE STEP 1 DECISION DUE: _____

STEP 1 DECISION (TO BE COMPLETED BY GRIEVANT)

DATE OF DECISION: _____

DATE DECISION REC'D: _____

DECISION: _____

I wish to appeal the above decision (yes or no): _____

Grievant's Signature: _____

Date: _____

STEP 2 (WRITTEN)

DATE SUBMITTED TO DEPT. HEAD: _____

RESPONSE DATE: _____

STEP 2 DECISION

DATE OF DECISION: _____

DATE DECISION REC'D: _____

DECISION: _____

I wish to appeal the above decision (yes or no): _____

Grievant's Signature: _____

Date: _____