

Tentative Agreement
Presented by SCSD to
CNNYBTC Unit 5
April 12, 2023

The parties agree to make the following changes in the successor Collective Bargaining Agreement:

***Note: Proposed changes to Article 3 include moving the Non-discrimination statement to the front of the contract. This would require an update to the table of contents due to renumbering. For the convenience of reference, article numbers in this proposal will not be updated unless and until all other tentative agreements are signed and a separate tentative agreement created for said update.**

NON-DISCRIMINATION STATEMENT

The District and Central & Northern New York Building Trades Council hereby agree not to limit employment with the District or membership in the Association to any person because of their actual or perceived race, color, national origin, Native American ancestry or ethnicity, creed or religion, marital status, sex, sexual orientation, age, gender identity, gender expression, disability, or any other legally protected category under federal, state or local law.

**ARTICLE 3
NON-DISCRIMINATION-CLAUSE**

~~It is the policy of the District and the Unit that the provision of this Agreement shall be applied to all employees without regard to actual or perceived race, color, national origin, Native American ancestry/ethnicity, creed or religion, marital status, sex, sexual orientation, age, gender identity or expression, disability or any other legally protected category under federal, state or local law.~~

**ARTICLE 5-4
ASSOCIATION RIGHTS**

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

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

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

payroll deduction has been provided by the Unit to the District prior to the payroll processing deadline for the applicable pay period.

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

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

B. Stewards – The CNNYBTC shall designate ~~one~~ **two (2)** employees **(one chief steward and an alternate when the chief steward is not present at work)** to act as steward for all trades represented at the School District only.

C. Job Posting

When a job opening occurs in a skilled classification, the District will **post the position using the established online process** ~~notify the respective trade of its intention~~ to fill such vacancy **and notification will be made to the Unit**. The District will provide such notice in advance of any action to seek referral from other sources.

Upon such notification, the trade union so notified shall submit the names of at least three (3), but not more than six (6), skilled tradesmen ~~persons~~ to the District for consideration. Individuals so referred shall promptly make themselves available to be interviewed. **The District may choose to have a Unit 5 member present during interviews.**

**ARTICLE 6
HOURLY WAGE RATES**

Title	Retro Pay-See Chart Below			3%	3%	3%
	19-20	20-21	21-22	22-23	23-24	24-25
Carpenter Journeyman	\$ 36.60	\$ 36.60	\$ 36.60	\$ 37.70	\$ 38.83	\$ 39.99
Carpenter Crew Leader	\$ 39.35	\$ 39.35	\$ 39.35	\$ 40.53	\$ 41.75	\$ 43.00
Electrician Journeyman	\$ 37.74	\$ 37.74	\$ 37.74	\$ 40.93**	\$ 42.16	\$ 43.42
Electrician Crew Leader	\$ 40.88	\$ 40.88	\$ 40.88	\$ 44.17**	\$ 45.50	\$ 46.87
Mason Journeyman	\$ 37.00	\$ 37.00	\$ 37.00	\$ 38.11	\$ 39.25	\$ 40.43
Mason Crew Leader	\$ 38.77	\$ 38.77	\$ 38.77	\$ 39.93	\$ 41.13	\$ 42.36
Painter Journeyman	\$ 35.33	\$ 35.33	\$ 35.33	\$ 36.39	\$ 37.48	\$ 38.60
Painter Crew Leader	\$ 37.10	\$ 37.10	\$ 37.10	\$ 38.21	\$ 39.36	\$ 40.54
Plasterer/Cementer	\$ 36.29	\$ 36.29	\$ 36.29	\$ 37.38	\$ 38.50	\$ 39.66
Plumber Journeyman	\$ 37.09	\$ 37.09	\$ 37.09	\$ 38.20	\$ 39.35	\$ 40.53
Plumber Crew Leader	\$ 39.12	\$ 39.12	\$ 39.12	\$ 40.29	\$ 41.50	\$ 42.75
Sheetmetal Journeyman	\$ 37.74	\$ 37.74	\$ 37.74	\$ 38.87	\$ 40.04	\$ 41.24
Sheetmetal Crew Leader	\$ 39.88	\$ 39.88	\$ 39.88	\$ 41.08	\$ 42.31	\$ 43.58
Steamfitter Journeyman	\$ 37.14	\$ 37.14	\$ 37.14	\$ 38.25	\$ 39.40	\$ 40.58
Steamfitter Crew Leader	\$ 39.20	\$ 39.20	\$ 39.20	\$ 40.38	\$ 41.59	\$ 42.84

Retro Cash Payments (Not on base)		
19-20	20-21	21-22
\$8,000	\$8,000	\$8,000

***Retroactive payments will be paid to active Unit members and previous unit members still employed by the District on the date of Board approval of the tentative agreement and any retirees who retired between July 1, 2019 and the date of Board approval of the tentative agreement. Those members who voluntarily resigned from the District shall not be entitled to any retroactive payments.**

****IBEW hourly rates to increase by \$2.00 effective July 1, 2022.**

**ARTICLE 9
PERSONAL DAY**

1. The District will grant each full-time employee in the unit, three days of personal leave per school year on a cumulative basis. Such personal leave day shall be granted only for reasons which are financial (real estate closing, Internal Revenue business), legal (court appearance, estate settlement, legal consultations, reading of will, adoption), education (involving personal or family registration, graduation) or such other valid reason approved by the District.

2. **Personal days may not be used to extend a vacation or holiday leave, except by written approval of the Superintendent or his/her designee.**

3. An employee's request for the use of said personal day shall be made in writing and must be submitted at least five (5) working days in advance, to the immediate supervisor.

ARTICLE 13 HEALTH INSURANCE

A. Health Insurance

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

a. For health care, the employees shall contribute the amounts referenced in Appendix A as monthly deductions to the cost of District provided health care benefits depending upon the individual's **salary income (base salary or wages)** on July ~~September~~ 1st or as modified in Appendix A, of the applicable school year. **Maximum annual increases shall not be over 8% as outlined in Appendix A.**

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

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

b. Medicare Advantage with Prescription Drug Plan Coverage (MAPD)/Employer Group Waiver Plan (EGWP)

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

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

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

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

c. Cost to retirees

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

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

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

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

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

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

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

d. ~~The Mail Order Drug Program co-pays will be as follows:~~ Medical and Prescription Coverage for Employees on the Preferred Provider Organization (PPO) Plan:

Members with a start date before July 1, 2015, who are currently enrolled on the PPO plan, shall be eligible for benefits in the Syracuse City School District Preferred Provider Organization Healthcare Plan.

- 1. The co-pay on medical provider visits will be \$15.00. The Emergency Room Co-Pay shall be \$100.00.**
- 2. For all members hired prior to July 1, 2015, the current out of network deductible of \$75 for individual and \$225 for family shall remain in effect.**

3. Prescription co-pays shall be as follows:

Employee co-pays:	Mail Order	Retail
Generic	\$14.00 \$12.50	\$2.00 \$5.00
Preferred	\$75.00	25%
Non-preferred	\$95.00	25%

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

~~Co-pays for office visits shall be \$15.00~~

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

e. Medical and Prescription Coverage-Employees on the Health Savings Deductible Healthcare Plan (HSDP)

Members with a start date on or after September 24, 2015, **or who elect to switch from the point of service plan**, will be eligible to enroll only in the Syracuse City School District **Health Savings Deductible Healthcare plan**. ~~High Deductible Health Care Plan. Members will choose one of two High Deductible Healthcare Plan options, which will include a decreased employee contribution:~~

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

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

1. The annual deductible for individual and family coverage shall be at or above the minimum amount allowed for a High Deductible Healthcare Plan to remain qualified under the IRS regulations. The deductible shall be set for the duration of the school year (July 1 – June 30) based on the announced or expected increase to the IRS minimum amount during that school year.

2. The District reserves the right to increase the deductible of the HSDP option in order to maintain qualification status under the IRS regulations.

3. Qualifying employees enrolled in the HSDP shall be eligible to receive a single employer contribution into a Health Savings Account (HSA). In order to qualify, employees must have created a District-approved HSA, be deducting at least \$25 from each paycheck into this HSA and must have never received HSA seeding from the District before.

a. Employees enrolled in single coverage at the time they initially qualify for the employer contribution shall receive \$1,000. Employees enrolled in family coverage at the time they initially qualify for the employer contribution shall receive \$1,500.

b. Employees who resign, are terminated, or who give notice of such, shall not receive any employer contribution.

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

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

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

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

ARTICLE 14 DENTAL INSURANCE

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

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

Effective year:	Individual coverage	Family coverage:
2019-2020	\$21.00	\$42.00
2020-2021	\$21.00	\$42.00
2021-2022	\$21.00	\$42.00
2022-2023	\$21.00	\$42.00
2023-2024	\$21.00	\$42.00
2024-2025	\$22.00	\$44.00

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

**ARTICLE 15
RETIREMENT**

**Removal of this article will require renumeration for the remaining articles of the agreement.*

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

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

**ARTICLE 16
SICK LEAVE CONSERVATION INCENTIVE PLAN**

3. Entitlement Computation

Effective upon approval of their respective bodies, the entitlement payment for an eligible employee will be computed by multiplying the employee's accumulated sick leave, preceding the date of retirement, by **utilizing the chart below:** ~~the rate of fifty dollars (\$50) per full-time day at the time of retirement.~~

Example:

Dollar value of full-time sick day	50.00
Accumulated and unused sick days	100.00
Final entitlement payment	5,000.00

Accumulated Sick Days	Retirement Stipend
Less than 100	\$50.00 per day x number of accumulated days
100-199	\$65.00 per day x number of accumulated days
200 or more	\$75.00 per day x number of accumulated days

***Half days will be rounded up to the nearest whole day.**

Sick leave used in the computation of the entitlement payment will be considered and would no longer be available to the employee as paid sick leave. Consequently, only the final year's sick leave allocation

will be available for use as a result of a bona fide absence due to sickness.

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

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

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

ARTICLE 17 SICKNESS OR DEATH IN IMMEDIATE FAMILY

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

ARTICLE 18 CAR ALLOWANCE MILEAGE REIMBURSEMENT

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

ARTICLE 19 EMPLOYEE RIGHTS OF PROTECTION AND REPRESENTATION

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

**ARTICLE 20
PROBATIONARY EMPLOYEES**

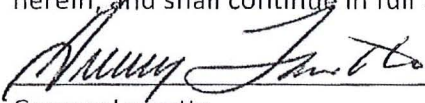
~~A. Employees shall be probationary for a maximum period of fifty-two (52) weeks commencing on the date of the permanent appointment. The probationary period for temporary/seasonal employees who receive permanent appointment shall be reduced by up to twenty-six (26) weeks for prior continuous temporary/seasonal employment. B. It is agreed that probationary employees can be discharged solely at the discretion of the District and shall not have the right to seek relief pursuant to the Grievance and Arbitration Procedure of this Agreement.~~

**ARTICLE 24
HEALTH AND SAFETY**

B. **Effective July 1, 2022**, the District will pay each member ~~\$75~~ **\$150** per year for the purchase of safety shoes. It is expected that each member maintains appropriate safety shoes as all times.

**ARTICLE 27
LENGTH OF AGREEMENT**

The terms of this Agreement shall be effective commencing July 1, ~~2014-2019~~ except as modified herein, and shall continue in full force and effect until June 30, ~~2019~~ **2025**.



Gregory Lancette
Unit 5 President
CNNYBTC

Date: 4/18/2023



Joshua Beardall, J.D., Ed.D.
Executive Director of Staff Relations
Syracuse City School District

Date: 04.21.2023