AGREEMENT

by and between the

SYRACUSE CITY SCHOOL DISTRICT

and

CSEA, Local 1000 AFSCME, AFL-CIO



Syracuse City School District Office Personnel (Unit 9) Unit #7810-01 Onondaga County Educational Local 874

July 1, 2024 - June 30, 2026

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UNIT 9

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 Office Personnel Unit 9 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 Office Personnel 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 Office Personnel employee shall, at all times, be a dedicated, courteous, and efficient servant of, and to, the public, realizing full well that he/she is under the constant scrutiny of area taxpayers, and that he/she is performing a most essential service.

NON-DISCRIMINATION STATEMENT

The District and CSEA 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 1 RECOGNITION

The District recognizes the CSEA as the sole and exclusive bargaining representative for all employees in the Office Personnel Unit 9 negotiating unit of the District for the purposes of establishing salaries, wages, hours, and other terms and conditions of employment.

ARTICLE 2 BARGAINING UNIT

It is mutually agreed that for the purpose of this Agreement, the terms "employee" and "employees" shall be defined as all persons in the following classifications, including regular part-time employees. New titles may be added upon the consent of both parties.

Account Clerk I Auditor I
Account Clerk II Auditor III

Account Clerk III Braille Transcriber
Account Clerk-Typist I Budget Aide
Account Clerk-Typist II Budget Analyst I
Accountant I Budget Analyst III

Accountant III Building Systems Analyst

Attendance Assistant Buyer I

Buyer II Personnel Specialist

Console Operator

Control Clerk Programmer Analyst

Data Center Help Desk Operator
Duplicating Machine Operator I
Duplicating Machine Operator II
Duplicating Machine Operator II
Employee Insurance Representative
Programmer I
Programmer Trainee
Publications Aide

Enterprise Design Specialist Pupil Transportation Analyst

Fingerprint Technician Purchasing Clerk

Grants Procurement Specialist Purchasing Contract Clerk
Graphics Technician Senior Nationality Worker
Guard Senior Systems Programmer

Information Aide Stock Attendant
Information Systems Coordinator Stock Clerk
Junior Systems Administrator Systems Analyst

Medical AssistantSystems Analyst-DesignerNationality WorkerSystems Training AssistantNetwork AdministratorTypist I (Eff. Until 12/31/22)

Office Assistant I (Eff. 1/1/23) Typist I (regular part-time) (Eff. Until 12/31/22)
Office Assistant II (Eff. 1/1/23) Typist I (Spanish Speaking) (Eff. Until 12/31/22)

Program Aide

Office Machine Operator Typist II (Eff. Until 12/31/22)
Payroll Clerk Website Administrator

Personnel Aide Word Processing Machine Operator

ARTICLE 3 MANAGEMENT RIGHTS

A. The CSEA agrees that the District shall retain complete authority for the policies and administration of all District departments, offices, or agencies which it exercises under the provisions of law and the Constitution of the State of New York and/or the United States of America and in fulfilling its rights and responsibilities under this Agreement.

The District retains the right to hire, promote, suspend, transfer, discipline, and discharge employees; to deploy the work force; establish work schedules; issue and enforce work rules and regulations necessary for the safe, orderly, and efficient operation of its services; and to take all necessary means to carry out its mission; except as limited by the terms of this Agreement.

The exercise of any such power, right, authority, duty, or responsibility by the District in the adoption of such rules and regulations, and policies, as it may deem necessary and as they apply to employees represented by the CSEA, shall be limited only by the specific and express terms of this Agreement.

B. The above rights of the District are not all-inclusive, but indicate the type of matters or rights which 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 ASSOCIATION SECURITY

- A. The District shall deduct from the wages of each employee and send, bimonthly to the Civil Service Employees Association, Incorporated, 143 Washington Avenue, Albany, New York, 12210 regular membership dues, and other authorized deductions for those employees who have signed dues deduction authorization cards. Employees who wish to withdraw their authorization for dues deductions must do so by following the instructions on their dues authorization card. The CSEA hereby agrees that it will not hold the District liable for any deductions from wages made pursuant to this section in the normal administration of the check off of said deductions. Each payroll period, the District shall provide the Association with a breakdown of the Association's membership dues deduction by member.
- **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 his/her membership in the CSEA, or because of any lawful activities on behalf of the CSEA and his/her fellow members.
- 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, and 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 wishes 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 (Article 20) of this Agreement, to pursue any matter or issue to any court of competent jurisdiction, 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 CSEA shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the District, provided their content is neither derogatory nor controversial. The District agrees that the facilities of the District shall be available for CSEA meetings when such use does not interfere with any scheduled events or involve any cost to the District. Application for the use of the facilities shall be made in accordance with already established procedures.
 - The CSEA shall, furthermore, have the sole and exclusive right to utilize the School District's mail facilities and computer services except as otherwise provided by law. Announcements shall be permitted in the weekly administrative bulletin and District e-mail with the approval of the Communications Office via District e-mail, if viable.
- F. 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 him/her that no inordinate interruption in the work of the employee will be involved. If, in the opinion of the Superintendent, this privilege is being abused, he/she may withdraw his/her permission for such activity. The name of the authorized representative shall be filed in the Office of Human Resources.

- **G.** 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. However, the appropriate District official shall be notified and total assurance given him/her that no inordinate interruption in the work of the employee will be involved. The name of the authorized representative shall be filed in the Office of Human Resources.
- **H.** When it is necessary for the President of Unit 9, Office Personnel, CSEA, or designated representative, to engage in CSEA activities directly associated with the CSEA duties as representative of the Unit, which cannot be performed other than during working hours, the Superintendent or his/her designated representative may give such time, without loss of pay, as it is necessary to perform any such activities.

Officially authorized CSEA delegates not exceeding 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 shall be borne by the individual or the CSEA.

- I. The District agrees to furnish, upon request, on a sole and exclusive basis, to CSEA, names and addresses of employees in the Unit titles, except as otherwise provided by law.
- J. Upon the hiring of a new employee, the District shall provide the Unit President the following information: Employee name, address, annual salary, job title, department, and work location.

ARTICLE 5 NO STRIKE

Pursuant to Section 210, as amended, 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 or work stoppage of any kind.

ARTICLE 6 SALARIES AND WAGES

A. All Titles

It is agreed that effective July 1, 2025, and for the duration of this Agreement, the Salary and Wage Increase for all Unit employees shall be, on base, as follows:

July 1, 2024 3% July 1, 2025 3%

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

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.

The District agrees to form a committee with CSEA to review titles and grades. Beginning in July 2022, the committee will meet annually in July. Committee recommendations will be provided to the Superintendent.

B. <u>Graded Employees</u>

Graded employees shall be paid according to Appendices B through F, which reflect:

- 1. An entry level entitled Step 1.
- 2. A Step 2 which will be achieved after eighteen months continuous employment at Step 1 (18 months or 1.5 years from entry).
- 3. A Step 3 which will be achieved after six months continuous employment at Step 2 (24 months or 2 years from entry).
- 4. A Step 4 which will be achieved after six months continuous employment at Step 3 (30 months or 2.5 years from entry).
- 5. A Step 5 which will be achieved after twelve months continuous employment at Step 4 (42 months or 3.5 years from entry).

C. Ungraded Employees

Employees hired in ungraded positions shall be paid according to Appendices B through F which reflects step movement. Employees shall move to the next step upon completion of one (1) year of service in each step until employee achieves top step.

D. Payroll

All Bargaining Unit employees shall be paid on a semi-monthly pay schedule, i.e. The payroll period for Unit 9 shall consist of all compensable hours worked, holidays, or leave accruals and

leaves as stated in Articles 13, 14, 15, and 16. All overtime shall be lagged one payroll period. The District agrees that should a payday fall on a holiday or weekend then payment shall be on or before the preceding business day.

All full-time ten-month employees shall have the following salary distribution option:

SCHEDULE A: Annual salary distributed over a ten (10) month period, payable in twenty (20) semi-monthly checks.

SCHEDULE B: Annual salary distributed over a twelve (12) month period, payable in twenty-four (24) equal paychecks paid semi-monthly.

Health and Dental Insurance will be deducted under this option based upon a twenty-four (24) equal paycheck distribution. Employees opting for twenty (20) semi-monthly checks shall have their health and dental insurance contribution doubled for the month of September and June in the respective school year.

E. Longevity

Longevity increments shall be automatically paid to all eligible employees pursuant to the established longevity schedule, Appendix G. 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.

Effective July 1, 2008

Longevity amounts shall be modified to the following amounts and years of service.

Completed Years of Service	Monetary Amount Per Hour
10	\$0.50
15	\$1.00
20	\$1.50

Longevity amounts are non-cumulative.

F. Office Personnel Promotional Guarantee Differential

1. Promotional Guarantee for Graded Job Classifications

When a Unit 9 employee is promoted to a position listed in the Office Personnel Salary Schedule, Appendices B and F, he/she will receive a guaranteed promotional pay increase which will be added to the employee's base salary. Promotion is defined as advancement from a position which has a lower starting base salary rate than the position to which he/she is ascending. This comparison is based on an equivalent work year (months) and workweek (hours). When an employee moves from their current grade and step to a higher grade, the employee will be placed in the appropriate corresponding step in the higher grade. The following guaranteed promotional pay increases shall apply:

Promotional Guarantee Differentials

Months/Hours:

10 / 32.5 hours	\$478
10 / 35 hours	\$516
10 / 40 hours	\$590
12 / 32.5 hours	\$574
12 / 40 hours	\$708

2. Promotional Guarantee for Graded In-Step Employees

The method of salary calculation for promotion of all in-step Unit 9 employees who have not attained Step 7 will be regulated by the following:

In-step employees who receive a promotion and a salary which is lower than Step 7 will be placed on the same step held in his/her previous title. For example, a Step 2 employee will be promoted to a Step 2 in the promotional position and will proceed through the salary steps in the time period as agreed.

3. Promotional Guarantee for Ungraded Job Classifications

When an employee is promoted to a title in an ungraded job classification, the new salary will be higher than his/her current salary on an equivalent basis. This salary will be calculated by placing the employee on the step of the ungraded salary schedule that is the closest to the employee's salary (prorated, if necessary) which includes the provided guarantee amount corresponding to the current year. The employee will remain on this step for the duration indicated in Article 6 of the contract and shall be eligible for appropriate step movement increases based on the anniversary date to the new job in the step designated.

G. Employees appointed at least six (6) months prior to the beginning of the calendar year, or promoted prior to September 1, and employees reinstated during the twelve (12) months preceding the beginning of the calendar year, provided the latter have worked at least six (6) months during the twelve (12) month period, shall be eligible for the annual increment.

- **H.** All Unit 9 employees authorized by their Supervisor to drive their own vehicle on school business will be reimbursed at the then current mileage rate per the Board of Education.
- Unit 9 employees called in to perform building checks and/or alarm calls, shall receive a minimum of two (2) hours pay for each building check and/or alarm call completed.
- **J.** Effective June 28, 2016, Stock Attendants at the Bova Supply Center will no longer substitute as Driver Messengers.

ARTICLE 7 WORK RULES

A. <u>Absence Procedure</u>

Whenever it is necessary for an employee to be absent from his/her duties, it shall be his/her responsibility to notify his/her supervisor so that the workload can be adjusted accordingly. It is the employee's responsibility to keep his/her Immediate Supervisor informed as to when he/she will be available for duty. If the employee does not notify his/her Immediate Supervisor or cannot be reached within three (3) days, this may be considered as grounds for termination of employment at the discretion of the Superintendent of Schools and under the rules governing dismissals under Civil Service Law, or in accordance with the provisions of this Agreement.

B. Tardiness

Each employee is expected to be punctual. Habitual tardiness will be subject to supervisory reprimand. If satisfactory improvement is not made, the supervisor may make a report to the Superintendent of Schools, or his/her designated representative, for such action as may be deemed necessary.

C. Lunch Schedules

In cases where more than one (1) person is assigned, the lunch schedule shall be established so that at least one (1) office employee is always on duty. This rule applies to school offices, as well as to the administration building, and should not be interpreted to authorize the assigning of student help during those periods in lieu of regularly assigned office personnel. In cases of conflict between employees with regard to lunch schedules, length of service shall be the determining factor as to preferential times.

D. Breaks

It is agreed that each full-time employee shall be allowed two (2) ten (10) minute work breaks per day.

E. Medical and Dental Visits

Discretionary with the Superintendent of Schools or his/her designated representative (Immediate Supervisors, Department Heads, School Principals), time off for occasionally required medical and dental visits not to exceed a two (2) hour duration, may be allowed employees,

without loss of pay or accruals. The aforementioned medical or dental visits shall be limited to four (4) visits in total per school year.

- **F.** With the exception of emergency situations, non-certified Bargaining Unit personnel shall not be responsible for the supervision or control of any students or student activities.
- G. The District shall direct that a written procedure be developed in each school as to the line of authority to be followed for first aid administration in the absence of a school nurse in the building. This authority shall include only such personnel as have qualified by taking first aid instruction. The District agrees to request that such written procedure be submitted, in writing, to the Office of Human Resources, each year, by October 1 of the said year. The District shall assume any legal responsibility which might be incurred as a result of the first aid given by any employee in this Unit, providing said employee has used sound and reasonable judgment in rendering said aid.
- H. Each member of the Unit will have the right, in accordance with procedures established by the Office of Human Resources and in the presence of the Chief Human Resources Officer, or his/her designee, to review, and copy, the contents of his/her complete personnel file, with the exception of confidential recommendations. A member of the Unit will be entitled to have a representative of the CSEA accompany him/her during such review. With the exception of confidential employment recommendations, a member of the Unit shall receive a copy of all entries made in his/her personnel folder. In any instance where an entry is made in a personnel folder with which the employee disagrees or takes exception, the employee shall have the right to file a written statement on his/her behalf, with copies to all parties concerned, and such statements shall become a permanent attachment to the said entry and shall become a permanent part of the personnel record of the individual. The employee, upon timely written request, shall have the right to an administrative review by the Director of Employee Services whose decision shall be final and binding.
- It is expected that each employee will give at least two (2) weeks' notice of intention to terminate his/her employment with the District. In the event the employee severs employment with the District without two (2) weeks written notice to the District of his/her intention to do so, said employee shall forfeit all accumulated sick leave, vacation time, and all other fringe benefits at the discretion of the Superintendent.

ARTICLE 8 HOURS OF WORK/WORKWEEK/WORK YEAR (TEN-MONTH EMPLOYEES)

A. Workday

- 1. <u>School Personnel</u> The normal workday is established at 7 hours excluding lunch and 35 hours of work shall constitute a regular workweek. The workweek is established at five (5) consecutive days, beginning on Monday of the week.
- 2. <u>All Others</u> The normal workday, established at either six and one-half (6-1/2) hours or eight (8) hours, excluding lunch, and thirty-two and one-half (32-1/2) hours or forty (40) hours of work shall constitute a regular workweek. The workweek is established at five

- (5) consecutive days, beginning on Monday of the week. All positions added to this category shall be included by mutual consent of both parties to this Agreement.
- **B.** Prior to the opening of schools in the Fall, the Office of the Superintendent will publish in a bulletin the hours of work for each of our schools and for the Administration Building, consistent with Paragraph A of this Article. The District shall not impose an alternate work schedule until the parties develop a Memorandum of Agreement to address all aspects of the work schedule.
- C. Representatives designated by the CSEA shall be involved as members of the committee which negotiates the school year calendar with the District. The CSEA shall be entitled to have a prorated number of individuals on the committee as the Syracuse Teachers Association. In the event, however, that there may be disagreement among the various parties to those discussions, the final decision shall rest with the Superintendent.

D. Summer Schedules

Prior to the close of school for the Summer, the Office of the Superintendent will publish in a bulletin the hours of work for the administration buildings. At this time, this office will also publish in a bulletin the hours of work for such schools as will be open during the Summer, and the days of duty.

Except as otherwise provided in this section, the employment year for ten-month assigned Office Personnel is from September 1 through June 30 inclusive. Employees in this category who are offered and elect to work during a Summer extension shall be paid pro rata additional salary for the extension period worked. Each building administrator shall be responsible for the scheduling of an appropriate "lead" Secretary for the assignment of the applicable Summer extension for his or her building. This schedule shall be done with the mutual consent of his or her Unit 9 staff. In the event that the building administrator is unable to reach full agreement with his or her staff concerning the assignment(s) for the Summer extension, the matter should be resolved by the Superintendent. The parties agree that the formulation of such schedules and assignments will take into consideration the individual needs and plans of the building staff.

ARTICLE 9 OVERTIME PAY/COMPENSATORY TIME

- **A.** If overtime, including Sunday or holiday work is required, the employee's Immediate Supervisor will communicate with the appropriate authority of the District to obtain permission from the Chief Human Resources Officer or the Director of Employee Services.
- **B.** The District shall pay any employee overtime pay according to the following schedule:
 - 1. If an employee works in excess of forty (40) hours in any workweek, he/she shall receive one and one-half (1 ½) times his/her 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 leave or other approved purposes is considered to be constructively present.

- 2. If an employee works on Sunday, he/she shall receive two times his/her hourly rate for such authorized Sunday hours work, provided that he/she has worked in excess of forty (40) hours in that workweek. Written authorization for said overtime must be secured in advance from the Office of Human Resources by the Immediate Supervisor.
- 3. If an employee works on any paid holiday, he/she shall receive two and one-half (2 ½) times his/her hourly rate for such authorized holiday hours worked instead of holiday pay, irrespective of whether he/she has worked forty (40) hours in that workweek.
 - (The above statements provide equity to employees for Sunday and holiday work, and preclude pyramiding of overtime.)
- 4. The District agrees that no employee shall be mandated to work any overtime as defined in the above sub-sections 1 and 2.
- 5. Insofar as practical, overtime opportunities will be made available to the senior qualified employee in the job title which is ordinarily and customarily assigned the particular work on a rotation basis by the employer during the period of this Agreement.
- 6. Compensatory Time In the event an employee, with supervisory authorization, works in excess of the established workday (six and one-half [6 ½] hours), that employee has the option, in lieu of cash payment to be granted compensatory time off equal to the time worked. All compensatory time shall be computed at 1.5 hours for each hour worked beyond a total workweek of 40 hours. 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 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.

C. <u>Time Keeping System</u>

- The association recognizes that the District has an obligation to track employee work hours and agrees to the establishment of a mechanism for time recording as soon as practicable after contract ratification.
- 2. The District agrees that they will work in partnership with Unit 9 in the implementation of such a system. The District agrees that this agreement is not a waiver by CSEA of the party's obligation to impact bargain over implementation of such timekeeping system.

ARTICLE 10 HEALTH AND SAFETY

A. The District shall continue to make reasonable provisions as it deems adequate and necessary for the safety and health of its employees during the hours of their employment. The District agrees to provide protective devices and other equipment necessary to protect the employees from injury and sickness.

- **B.** The parties agree to provide safety shoes for Unit 9 employees working in the capacities of Stock Attendant, Stock Clerk, etc. at the Bova Supply Center to the extent as provided to employees in Unit 6.
- **C.** All employees within the Unit shall be covered under the New York State Workers' Compensation

ARTICLE 11 RETIREMENT

A. The District agrees that all eligible employees shall be entitled to retirement benefits as provided by New York State and Local Retirement System, effective at the time of their employment and in accordance with regulations thereto. It is required that the employee give the District a forty-five (45) calendar day notification of the employee's intent to retire.

B. <u>Early Retirement Incentive</u>

- 1. Full-time employees who reach age 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 will be eligible for:
 - a. A one-time only retirement stipend in the amount of three thousand dollars (\$3,000.00); or
 - b. Employees with less than 250 sick days shall receive thirty-five dollars (\$35.00) per day up to a maximum of two hundred (200) days.
 - c. Effective July 1, 2016, employees who have 250 or more sick leave days accumulated shall receive fifty dollars (\$50.00) per day up to a maximum of two hundred (200) days.
- 2. All other full-time employees (age 56 and up) with fifteen (15) or more years of service in the District who are eligible to retire under the New York State and Local Retirement System, will be eligible for a retirement stipend based upon the following formula:
 - a. Employees with less than 250 sick days shall receive thirty five dollars (\$35.00) per day up to a maximum of two hundred 200 days.
 - b. Effective July 1, 2016, employees who have 250 or more sick leave days accumulated shall receive fifty dollars (\$50.00) per day up to a maximum of two hundred (200) days.
- 3. Part-time employees will receive a prorated incentive based on a 40-hour workweek.
 - *Full-time employment for this incentive equals a thirty-two and one-half (32 ½) hour workweek or greater.

ARTICLE 12 HEALTH AND DENTAL INSURANCE

A. Joint Health Care Management Group

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

B. Eligibility for Coverage

In order to receive benefits in the health or dental insurance program, members must, be employed in the bargaining unit and regularly work twenty-five (25) or more hours per week. No grievance shall be entertained, nor shall any arbitrator have the power to award redress, which would require the District to pay any health or dental insurance benefit which is disallowed by the present plans or any successors thereto. This provision shall in no way be construed as preventing the member from taking such action as may be deemed necessary against the plan if the member feels that any determination made by the plan regarding eligibility is inappropriate.

C. Medical Coverage for All Employees

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

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

Health Contributions		Premium Equivalent Rate	
Effective Ju	ıly 1, 202	5	(Not to exceed 8%)
Salary	Level	%	
\$0.00-\$29,999	1	10%	
\$30,000-\$42,052	2	12%	To be determined
\$42,053-\$59,999	3	17%	September 1, 2025
\$60,000-\$79,999	4	20%	
\$80,000-\$99,999	5	22%	
\$100,000+	6	27%	

D. Medical and Prescription Coverage Details

- 1. All eligible members will have the option to enroll in the District's Preferred Provider Organization (PPO) Healthcare Plan.
- 2. Any members currently enrolled in the HDHP* plan, will have the opportunity to enroll in the District's Preferred Provider Organization (PPO) Healthcare Plan effective September 1, 2024. Upon ratification, no further seeding money will be provided to employees on the HDHP plan.
- 3. An open enrollment period will be initiated prior to September 1, 2024.
- 4. Effective September 1, 2024, Out of Pocket Expenses for the PPO plan shall be as follows:

Outpatient Medical Co-pay	\$25.00	
Hospital (Emergency Room or Inpatient)	\$200.00	
Out of Network Deductible	\$75.00	
Individual		
Out of Network Deductible	\$225.00	
Family		
Prescription Co-pays	Mail Order	<u>Retail</u>
Generic	\$12.50	\$5.00
Preferred	\$75.00	25%
Non-Preferred	\$95.00	25%

*HDHP

- 1. In order to maintain HSA-qualifying status, the annual deductible for individual and family coverage shall be set for the duration of the school year (July 1 June 30) based on the federally announced increase to the IRS minimum amount during that school year. Annual employee health insurance contribution and deductible amounts will be published in the Administrative Bulletin and posted on the District's web page.
- 2. The District reserves the right to increase the deductible of the HSDP option in order to maintain qualification under the IRS regulations.
- 3. Effective July 1, 2025, members will no longer be eligible for the HDHP plan. Those still on the HDHP plan will have the opportunity to enroll in the PPO plan or opt out of the District's coverage during the open enrollment period from May 1, 2025-May 31, 2025.

E. <u>Dental Benefits for All Employees</u>

The monthly employee premium for dental insurance will be:

Effective:	Individual coverage:	Family coverage:
2024-2025	\$22.00	\$44.00
2025-2026	\$22.00	\$44.00

F. Vision Benefits for All Employees

All Unit 9 members, regardless of work hours, are eligible to participate in the District's Vision plan at the following rates:

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

G. Retiree Health Insurance Coverage

In order to be eligible for District retiree health benefits, the employee must be eligible to retire from TRS/ERS and have ten (10) years of service in the Syracuse City School District.

- 1. The retiree health insurance contribution will be listed annually on the District's website.
- 2. All Medicare Eligible retirees and their Medicare eligible dependents will be enrolled in the District's Medicare Advantage (MA) health care plan with prescription drug coverage (MAPD). Medicare eligible retirees and their Medicare-eligible dependents must apply for and pay for Medicare Part B coverage to the Center of Medicare & Medicaid Services.
- 3. Retiree health care contributions for each successive school year (July 1- June 30) of this contract shall increase based on the annual percentage increase in active employee contributions.
- 4. Employees who retire on or after July 1, 2019, shall be eligible to participate effective July 1, 2022, during their retirement and at their sole expense, in the District's dental and vision insurance program(s) and such expense shall be based upon such formula/computation rate as it utilized by the District for other employees or retirees in connection with C.O.B.R.A. computations. Pursuant to the District's healthcare plan document, employees will have the option to make a one-time election of dental and vision coverage at the time of retirement. If a retiree drops coverage during retirement, it will not be reinstated.

H. Flexible Benefit Plan (Section 125 Plan)

Employees may elect to participate in the District's 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.

ARTICLE 13 SICK LEAVE

- A. Each full-time and regular part-time member of the Unit shall be allowed sick leave without loss of salary as follows: Fifteen (15) working days for twelve-month employees and thirteen (13) working days for ten-month employees. Allocations of sick leave under this section shall be on July 1 of each school year.
- **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.

Month of Hire	Sick Leave Days	Sick Leave Hours (32.5 hr)	Sick Leave Hours (35 hr)	Sick Leave Hours (40 hr)
July	10 days	65 hours	70 hours	80 hours
August	10 days	65 hours	70 hours	80 hours
September	9 days	58.5 hours	63 hours	72 hours
October	8 days	52 hours	56 hours	64 hours
November	7 days	45.5 hours	49 hours	56 hours
December	6 days	39 hours	42 hours	48 hours
January	5 days	32.5 hours	35 hours	40 hours
February	4 days	26 hours	28 hours	32 hours
March	3 days	19.5 hours	21 hours	24 hours
April	2 days	13 hours	14 hours	16 hours
May	1 day	6.5 hours	7 hours	8 hours
June	0 days	0 hours	0 hours	0 hours

- **C.** Sick leave for regular part-time employees shall be based on their regularly scheduled workday.
- D. Sick leave is accumulated upon an unrestricted basis. Employees in the Unit who are absent from duty due to illness may be required to file a medical report with the Director of Health Services. When such a report is requested, the Superintendent will make a determination whether sick leave payments shall be allowed. In the event that the CSEA feels that the Superintendent's decision is arbitrary, such decision shall be reviewable under Article 20 of this Agreement.
- **E.** Any ten-month employee who is working on extended service or working in Summer school shall be entitled to draw on his/her sick leave during this period of service, provided the District does not incur the expense of substitute employment.

F. Sick Leave Bank

- 1. The District and the CSEA shall jointly administer a voluntary Sick Leave Bank (SLB). The purpose of the SLB is to aid unit employees who suffer a prolonged personal illness, excluding routine Maternity Leave, and have exhausted all leave accruals during the illness.
- 2. The SLB shall be administered by a three (3) person Committee consisting of a District Representative, the CSEA Unit President, and a Union member appointed by the Unit President.
- 3. Employees may only become members of the Sick Leave Bank during the month of September each year and shall be required to donate two (2) sick leave days. Employees donating sick leave shall voluntarily consent to do so in writing. Sick leave donated by an employee may not be withdrawn.
- 4. To remain a member of the SLB an employee must donate one (1) sick leave day during the month of October of each year except as noted in 5.
- 5. All days in the SLB shall carry over from year to year. Each October 1st, the days in the SLB shall be evaluated. If the SLB has three hundred fifty (350) days or more, continuing members shall not be required to contribute during that year. If the SLB has fewer than three hundred fifty (350) days continuing members shall be required to donate one (1) sick leave day. In this event, new members who donated two (2) days in September will not be required to donate an additional day to maintain membership.
- 6. A unit employee may make application for SLB usage subject to all of the following conditions:
 - (a) the employee has completed at least one (1) year of continuous service and has fully contributed to the bank pursuant to 4 and 5 above;
 - (b) the employee is unable to perform the duties of his/her regular job due to non-work-related illness or injury;
 - (c) the employee has exhausted all other forms of his/her paid leave accruals which shall include sick leave, compensatory time, personal leave and vacation;
 - (d) the employee has served a thirty (30) consecutive calendar day waiting period from the date that they most recently were excused from work for said injury/illness. The waiting period can be satisfied by any combination of paid and unpaid time off;
 - (e) the application shall be made on a standard form prescribed and available at the District's Central Office. The application shall include written verification of the employee's medical condition by a physician selected and paid for by the employee.

- 7. The SLB Committee shall meet as soon as practicable, however, not later than 30 calendar days from receipt of request application, to review the completed application(s). The Committee shall approve or disapprove an application by majority vote. Each application shall be considered on an individual basis. Each employee shall authorize the release of his/her work attendance records to the Committee for review with their application. If requested by any committee member, the employee shall also authorize the release of his/her formal disciplinary record, if any for review. The Committee shall have the right to have a physician of its own choosing verify the employee's condition. The cost of any verification shall be assumed by the District. The decision of the Committee shall be final and binding. The decision shall not be subject to review under the grievance procedure as outlined in Article 20 or any other legal method.
- 8. An employee shall be entitled to apply for a minimum of ten (10) days and up to forty (40) days or one-half (1/2) of the days available in the SLB, whichever is less. An employee may reapply for one (1) extension to receive up to forty (40) days or one-half (1/2) of the days available in the SLB, whichever is fewer subject to the approval of the Committee. An employee may make one application for use of the SLB and one reapplication for an extension in any fifty-two (52) week period subject to the time limits defined above. An employee who utilizes the SLB and its one extension, must return to work on a full-time basis for at least six (6) continuous months before qualifying to use the SLB again.
- 9. Employees shall be entitled to receive full pay while utilizing the SLB. The SLB may grant partial days to full-time employees when the employee is capable of working part-time and the District accepts the employee back to work on a part-time basis.

An employee shall not be entitled to receive more than full pay as a result of receiving SLB days in addition to no fault insurance payments or income security payments to which they may also be entitled.

If such insurance payments provide any employee with less than full pay, said employee may apply for partial sick leave days for the bank in order to receive full pay during their leave for a serious injury or illness.

It is understood that an employee eligible for reimbursement of wages through insurance or other income security programs shall apply to receive said benefits, and shall be required to fully disclose the availability of such reimbursement to the SLB committee with their application for SLB days.

- 10. When an employee is utilizing time from the SLB, said employee shall cease to accrue leave benefits. The employee shall only have access to sick leave bank days. An employee utilizing SLB days shall not have their anniversary date adjusted upon their return, and shall receive any personal leave or vacation leave that they may have accrued during their leave upon their return. Additional sick leave days shall not accrue when an employee is using sick leave bank days. Any SLB days approved for use by the employee but not used shall be returned to the SLB.
- 11. Upon separation from District employment, a member employee shall forfeit all sick leave days previously contributed to the SLB. However, such days shall remain in the SLB for

future use by unit employees. In addition, when a Bargaining Unit member terminates employment for any reason other than retirement, up to ten (10) days of unused and unpaid sick leave days shall be transferred to the SLB. However, when there are at least 350 days in the SLB, the District shall cease to credit said unused and unpaid sick leave days from Bargaining Unit members who left District employment for any reason other than retirement. Retiring employees may donate a maximum of thirty (30) days to the sick leave bank at time of retirement, regardless of sick leave bank balance. The District will incorporate a retiree sick leave donation form into its processing out package.

12. If the SLB reaches zero days in any school year then the SLB will not be operational for the remainder of that school year.

ARTICLE 14 LEAVES OF ABSENCE

A. Family Illness

- 1. 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, sibling, spouse, grandparents, child, grandchild, and including in-laws and step 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.
- 2. Ten-month employees with less than eight (8) years of service shall be entitled to a maximum of four (4) family illness days.
- 3. Regular part-time employees shall be entitled to the above leave of absence on a pro rata basis.

B. Bereavement

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.

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

C. <u>Jury Duty and Court Attendance</u>

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.

D. Legal

Any employee shall be granted a leave of absence, with pay, by the Superintendent of Schools for any reason required by law. To enable staffing and payroll functions to be properly processed, it shall be a condition for the granting of a leave of absence (other than sick leave, funeral leave, or other short-term natures) for the employee to agree to furnish reasonable advance notification to the District as to the date of his/her return to active duty from said leave.

E. 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.

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.

F. Personal Days

1. All ten-month and twelve-month employees shall be entitled to personal leave days, as stated below, each school year on a non-cumulative basis. Prorated for regular part-time ten-month and twelve-month employees shall be prorated.

Schedule

Ten Month
2 Days
Twelve Month
3 Days

After completion of eight (8) years of continuous service: 5 Days 5 Days

2. New Hires each school year:

Ten-month employee: Hired September 1 to February 29 = 2 days

Hired March 1 to June 30 = 1 day

Twelve-month employee: Hired July 1 to October 31 = 3 days

Hired November 1 to February 29 = 2 days

Hired March 1 to June 30 = 1 day

- 3. Personal days may be used consecutively but may not be used to extend a vacation or holiday leave, except by written approval of the Superintendent or his/her designee.
- 4. Employees must request personal leave, in writing, at least five (5) calendar days in advance from his/her Immediate Supervisor. In cases of emergency, said notice shall be waived upon approval of the Superintendent.
- 5. Unused personal leave shall be added to sick leave at the close of each school year for ten-month and twelve-month employees.
- 6. It is understood and agreed that the purpose of this Article is to permit an employee to attend to personal matters which cannot be accomplished during other than normal working hours, such as but not limited to financial (real estate closing, IRS business, DMV), legal (court appearance, estate settlement, legal consultations, reading of will, adoption), education (involving personal or family registration, graduation) or other valid reason. Personal days are not granted for vacation or recreational travel purposes. The supervisor and/or Office of Human Resources may request documentation about personal day use if there's a reasonable suspicion of inappropriate use: therefore, maintaining the employee's confidentiality and yet clarifying the intent of personal day use.

G. <u>Severe Weather and Other Emergency Closings</u>

- 1. Each employee shall receive full pay for absence due to abnormally severe weather or other emergency conditions when so certified by the Principal or Supervisor and approved by the Superintendent.
- 2. The official closing of schools by the Superintendent shall not result in loss of pay by an employee unless such closure is the result of unauthorized absence from duty by members of the Unit or unless an employee has been granted excusal from duty without pay, for the day or days of such closing.
- 3. Any employee who is on sick leave with pay on days when schools are closed due to weather condition or other emergencies will receive full pay for such days and will not have said days deducted from his/her accumulated sick leave allowance.
- 4. In the event that schools are closed due to severe weather or other emergency conditions on a day when an employee has been granted personal leave, said day shall not be deducted from the employee's allotment if the employee certifies, in writing, to the Office of Human Resources that the personal business for which the day was taken could not be conducted on that day because of the severe weather or emergency conditions which caused the school(s) to be closed.
- 5. In the event that schools are officially closed by the Superintendent for a period of time sufficient to require an alteration in the official School Calendar for the remainder of the year to make up time lost, no additional compensation shall be paid to any employee for the days thereby added to the School Calendar.
- 6. The foregoing shall be subject to Administrative Bulletin(s) issued by the Superintendent of Schools.
- 7. <u>Emergency Closing of Schools</u>-With regard to all changes, modifications or alterations to the District Administrative Bulletin entitled, "Emergency Closing of Schools", Unit 9 shall have a full and fair opportunity to engage in impact bargaining in relation to all issues addressed in said Administrative Bulletin which impact members of Unit 9. The Unit 9 President and/or his/her designee shall have a full and fair opportunity to discuss and negotiate the impact of proposed changes to the Administrative Bulletin as it relates to Unit 9 members prior to its publication.

H. <u>Competitive Class Employee</u>

A person holding a position in the competitive class by permanent or probationary appointment may be granted, by the appointing officer, a leave of absence, without pay, for a period not to exceed one (1) year. Notice of such leave 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. Reasonable cause for such leave shall include personal illness, family illness, maternity, military service (personal or spouse), and education (personal or spouse).

For purposes of longevity, leaves of absence of less than six (6) months shall be disregarded. In case of leaves of absence between six (6) months and one (1) year, the entire year will be deducted in determining the accumulated time. In leaves of absence greater than one (1) year, each succeeding year will be treated as an individual year.

I. Reinstatement

Use of leave of absence privileges shall not be construed as interrupting continuous service. A permanent employee who has been granted a leave of absence without pay in accordance with Rule XIX of the Civil Service Rules for Classified Service shall be entitled to reinstatement at the expiration of the period for which the prescribed leave of absence without pay has been given or at an earlier date at the discretion of the appointing officer. The vacancy created by a leave of absence without pay so given shall not be filled except upon a temporary basis during the period of such leave.

J. <u>Sick Leave Credit</u>

A leave of absence does not rescind or reduce the accumulated sick leave credits of an employee, except when the leave of absence is granted because of illness and benefits are accepted. Benefits, other than continuous service as covered under Paragraph G above, to which the employee normally would become entitled during the regular course of employment under sick leave plans, are not granted, and do not accumulate during leaves of absence.

K. <u>Vacation Privileges</u>

Benefits to which an employee would become entitled during the regular course of employment under vacation privileges are not granted during leaves of absence. The employee does continue to accumulate continuous service, which is applicable to vacation privileges.

L. Personal Illness

Any employee being granted a leave of absence because of ill health or incapacity may be required to present a certification of health status from his/her own physician or submit to a physical examination by a legally qualified physician, designated by the Superintendent, at no expense to the employee, at the discretion of the Superintendent of Schools or his/her designated representative. Such an examination or certificate of health status may also be required of the employee, at the discretion of the Superintendent of Schools or his/her designated representative, upon return from a leave of absence, prior to reinstatement.

M. <u>Workers' Compensation Benefits</u>

- 1. All employees within the Bargaining Unit shall be covered under the provisions of the New York State Workers' Compensation Law and be entitled to any and all benefits contained therein.
- 2. Employees who become ill or injured due to circumstances arising out of and in the course of employment shall 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 form of competent jurisdiction, to be compensable as arising out of and in the course of employment, the employee will be allowed to use accumulated sick leave 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/she is entitled pursuant to the Workers' Compensation Law, and not utilize accumulated sick days in addition thereto. Because the District is self-insured, and therefore has no insurance carrier from which to receive the reimbursement to which it would otherwise be entitled under the Workers' Compensation Law, the District (unless the employee gives notice to the contrary as set forth in the preceding sentence) shall charge to the employee's accumulated sick leave any time taken because of 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.

3. Employees who are absent from duty, with pay, pursuant to this paragraph, may be required, at the discretion of the Superintendent, to file a medical report with the School 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/her sole and exclusive discretion, authorizes such payments, notwithstanding any determination by any Compensation Board which is at variance with the determination of the Superintendent. Should the medical report from the employee's Physician and that of the School 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.

N. <u>Maternity and Child Care</u>

1. Maternity

- 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 twelve (12) 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

- a. A written request for child 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 twelve (12) months of credited service shall be granted, upon written application, a child care leave up to one (1) year. Such leave will be granted without pay or increment.

The leave may be for a period of less than one 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. Child care leave provided for in this subsection shall be available in cases of adoption.
- e. 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.
- **O.** The crediting year for all leaves under this Article shall be July 1 to June 30 each year to coincide with the crediting year for vacation and sick leave.

P. <u>Emergency Leave</u>

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

ARTICLE 15 HOLIDAYS

- **A.** 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.
- **B.** To be paid for a holiday, a person must be present, or constructively present (i.e. sick leave or vacation), on the regularly scheduled workday before and after the holiday.
- C. Regular employees who work less than full time, but who work at least a minimum of twenty (20) hours per week, either on a salary or an hourly basis, will be paid on a prorated basis for the same holidays as ten-month employees.

ARTICLE 16 VACATIONS

A. Twelve-Month Personnel

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

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

"Continuously employed" shall mean continuous uninterrupted service with the District since last date of hire. Prior service in other Units within the District shall be credited on a pro rata basis, with less than six and one-half (6 ½) hours per day to equal one-half (1/2) time for computation purposes and three (3) hours or less per day to equal zero (0) time. (Example: Bus Aide works four (4) hours per day for six (6) years and then transfers to Unit 9; obtains three (3) years of credit for vacation eligibility.)

2.	Completed Years of Service (on July 1)	Vacation Days
	1 Year	10
	5 Years	15
	15 Years	20
	20 Years	21
	21+ Years	22

3. 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 office in which the employee works.

- 4. The employee's request for vacation period will be submitted, in writing, to his/her Immediate Supervisor for approval and must then be authorized by the Office of Human Resources.
- 5. Should an employee be called back to work during his/her vacation, he/she shall be credited with additional vacation days equal to the number of days lost by his/her early return to work.
- 6. If any allowable holiday is observed during the employee's vacation period, vacation accruals will not be used for such allowable holiday.
- 7. 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 subject, however, to the provisions of Article 7, Paragraph I relating to the requirement of two (2) weeks' notice of intention to terminate service.
- 8. No employee shall take vacation prior to the July 1 eligibility date except in the case of an emergency, and with the approval of the Superintendent of Schools or his/her designee, upon timely application.
- 9. 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 the following January 31st 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.
- 10. In the case of death of an employee, compensation for any unused vacation shall be payable to the estate of the deceased.

B. <u>Ten-Month Personnel (hired prior to February 5, 1985)</u>

- 1. For purposes of uniformity, it shall be assumed that the days of school recess over and above the holiday schedule granted to all Office Personnel constitute the equivalent of two (2) weeks' vacation for any employee in this category. All employees who are employed on a basis other than twelve (12) months shall have the same holiday schedule as that enjoyed by teaching personnel.
- 2. In addition to the above, employees who have completed seventeen (17) years or more of continuous service on July 1 shall be entitled to a yearly vacation of four (4) working days. Unused vacation days shall be added to the last paycheck of the school year.

- 3. The employee's request for vacation will be submitted, in writing, to his/her Immediate Supervisor for approval and must then be authorized by the Superintendent of Schools or his/her designated representative.
- 4. For purposes of this section, yearly vacation may be taken in days, with paid time off during the school year or, if desired, upon written request and on approval of the Office of Human Resources, employment may be extended for the number of allowable vacation days beyond the normal appointment year ending June 30.
- 5. Any unused vacation time may be taken during the four (4) months immediately following the close of the vacation year, but only upon written request by the employee and subsequent approval by the Superintendent or his/her designee. Any such unused vacation time, however, may not be combined with the employee's current vacation if, at the discretion of the Superintendent or his/her designee, such combination of vacations would impair or adversely affect, the efficiency and effectiveness of the operations of the District. The written request for approval to utilize this unused vacation must be submitted at least twenty (20) working days prior to the commencement of the employee's vacation. If these unused vacation credits are not used during the said four (4) month period specified above, such unused vacation is lost.
- 6. Should an employee be called back to work during his/her vacation, he/she shall be credited with additional vacation days equal to the number of days lost by his/her early return to work.
- 7. 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 subject, however, to the provisions of Article 7, Paragraph I relating to the two (2) weeks' notice required at termination of employment.
- 8. No employee shall take vacation prior to the time that the vacation benefits become determined and earned, namely, the July 1 eligibility date, except in the case of emergency and with the approval of the Superintendent of Schools or his/her designee, upon timely application.

C. <u>Ten-Month Personnel (hired after February 5, 1985)</u>

The vacation year shall be July 1 to June 30. July 1 shall be the eligibility date for determination of vacation benefits. References to "year" or "yearly" below, shall mean the vacation year. Employees who are hired after July 1 of the initial employment year, and who have been continuously employed on July 1 of the next vacation year, shall be entitled to a prorated vacation allowance which would be 5/6 of the vacation allowance received by twelve-month employees in accordance with the following schedule:

Employees Hired In	Days
July	8 ½
August	7 ½
September	7
October	6
November	6
December	5
January	4
February	3
March	2 ½
April	2
May	2
June	1

"Continuously employed" shall mean continuous uninterrupted service with the District since last date of hire. Prior service in other Units within the District shall be credited on a pro rata basis, with less than six and one-half (6 ½) hours per day to equal one-half (1/2) time for computation purposes and three (3) hours or less per day to equal zero (0) time. (Example: Bus Aide works four (4) hours per day for six (6) years and then transfers to Unit 9; obtains three (3) years of credit for vacation eligibility.)

- 2. New employees wishing to work the additional school recess days not covered by vacation entitlement would be able to work at a site determined by the building administrator with the approval of the Office of Human Resources.
- 3. Employees who have completed one (1) full year of eligibility on July 1 shall be entitled to a yearly vacation of 8 ½ working days. This vacation must be taken during school recesses.
- 4. Employees who have completed five (5) full years of eligibility on July 1 shall be entitled to a yearly vacation of twelve (12) working days. This vacation must be taken during school recesses. If the school recess days are less than the employee's vacation entitlement, the employee will receive pay equivalent for the extra day(s) and it will be added to the last paycheck of the school year. Vacation time earned must be used during recess period and cannot be accrued. No employee will lose pay for any vacation days that are not used.
- 5. In addition to the above, ten-month school secretaries, after seventeen (17) years or more of continuous service, will be entitled to the equivalent of four (4) days of pay to be added to the last paycheck of the school year.
- 6. The employee's request for vacation will be submitted, in writing, to his/her Immediate Supervisor for approval and must then be authorized by the Superintendent of Schools or his/her designated representative.
- 7. Should an employee be called back to work during his/her vacation, he/she shall be credited with additional vacation days equal to the number of days lost by his/her early return to work.

- 8. 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 subject, however, to the provisions of Article 7, Paragraph I relating to the two (2) weeks' notice required at termination of employment.
- 9. No employee shall take vacation prior to the time that the vacation benefits become determined and earned, namely, the July 1 eligibility date, except in the case of emergency and with the approval of the Superintendent of Schools or his/her designee, upon timely application.

ARTICLE 17 JOB SECURITY

- A. All new employees hired will serve a probationary period of one (1) year in title, and all existing employees appointed to a new job title will serve a probationary period of six (6) months.
- 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 to the grievance and arbitration procedure of this Agreement.

C. Layoff, Bumping, and Recall

- 1. When conditions make it necessary to reduce the Bargaining Unit by means of temporary and/or permanent layoff, the determination as to which job titles are to be eliminated shall be within the sole discretion of the Superintendent or his/her designee, with approval from the Board of Education.
- 2. Competitive employees shall be laid off and recalled in accordance with the applicable provisions of the Civil Service Law and Rules.
- 3. Non-competitive and labor class employees with the least seniority in the same job title and performing the same job duties shall be the first to be laid off. Seniority shall be defined as length of continuous employment within the Bargaining Unit since last date of hire. Employees shall receive pro-rated credit for part-time service purpose of calculating seniority. Part-time employees may not bump into full-time positions.
- 4. Non-competitive and labor class employees who are subject to layoff within their job title, may "bump" employees with less seniority in a lower job title. Competitive class employees who do not have a statutory right to another competitive class position may also "bump" into non-competitive or labor class positions within the bargaining unit. For purposes of this paragraph, a lower job title in the non-competitive or labor class shall mean a job title that requires lower minimum qualifications, possessed by the employee, and for which the employee possesses all necessary skills to perform in the actual position available. For employees bumping from competitive class positions, it shall also mean the same job title that is non-competitive by virtue of its status as part-time or seasonal.
- 5. Non-competitive and labor class employees who have been laid off, including involuntary reduction to part-time status, shall be placed on a recall list for four (4) years and shall be eligible for recall to the title from which he/she was laid off. Recalls shall be in the inverse order of layoffs.

ARTICLE 18 PROMOTIONS AND TRANSFERS

- **A.** All other factors being equal, employees with the longest seniority shall be promoted to higher rate jobs when such openings occur, in full accordance with State Civil Service Law and the Rules and Regulations of the Onondaga County Department of Personnel.
- **B.** It is agreed that when an opening does occur, the District shall post and advertise the position so that each eligible employee shall have an equal opportunity to compete.

Whenever practicable, promotion or transfer shall be made from within the Bargaining Unit based on the following procedures.

- 1. Promotion or transfer requests in the same area level will be given first consideration.
- 2. Promotion consideration from the promotional lists.
- 3. Promotion from the open competitive list (Civil Service Law).
- 4. Transfer requests from employees in a lower position who have not qualified on either the promotional or open competitive lists, if the employee is qualified for provisional appointment.

This shall not be construed to limit the District's management rights under Civil Service Rules and Regulations or any other state or local statute.

- C. In the event of a promotional vacancy, if no eligible list of District clerical employees in that job class exists, a promotional examination will be requested to the Onondaga County Personnel Department and will be open to all qualified clerical employees presently employed by the District.
- **D.** Specific requirements for eligibility to register and take a promotional exam will be dependent upon the position specifications and particular responsibilities and will be listed in the announcement for the promotional examination.
- **E.** As a result of the promotional examination, if three or more employees take the examination, an eligible list will be established with the names of successful candidates listed in order of attainment on the examination. The Superintendent of Schools shall then consider for the promotional vacancy those three (3) candidates ranking highest on the examination, and so certified by the Onondaga County Department of Personnel.
- **F.** In filing a request for transfer or promotion, the following should be clearly understood:
 - 1. Transfer and promotion requests will not be considered unless the individual is performing adequately in his/her present assignment.

- 2. The District will not conduct a canvass of staff for transfers and/or promotion, but will consider only those who have applied for the position using the established online process.
- 3. Seniority is only one of the factors to be considered for transfer or promotion.
- 4. The final decision for transfer and/or promotion rests with the District.
- 5. Individuals must meet all Civil Service requirements for transfer or promotion to the position requested.
- 6. Individuals will be permitted one general transfer request, and, upon declination of one such opportunity, all future requests must be for a specific location. An online transfer request form will be created by the district for employees to submit their annual transfer request.
- 7. The District reserves the right to transfer or promote any staff member, at any time, in the best interests of the school system.

ARTICLE 19 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, a CSEA 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 H. 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 Article 7 Section H.

ARTICLE 20 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 the express terms 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 or required by the District or the CSEA 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 shall come under the provisions of this Article unless it is expressly and specifically abridged or modified in this Agreement.

For disciplinary matters, see expedited procedure contained in Article 21 Disciplining and Dismissals.

- B. 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/her right 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) 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.
- C. In the event that a number of grievances arise which contain a common question of fact, they may be consolidated into one grievance on the motion of the Board of Education, the Superintendent, or the CSEA, and processed as one grievance, except where such consolidation may prejudice the rights of any party.
- **D.** The District agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance, and the CSEA agrees that it will not bring to arbitration any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.
- E. 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.
- **F.** Each employee within the Bargaining Unit shall have the right to present his/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 CSEA.

G. Procedure

1. Stage One

Any employee who believes he/she has a justifiable grievance shall discuss the matter with his/her supervisor, with or without a CSEA 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 he/she so desires, report the matter to the CSEA Unit President, or designee, who shall take it up with the employee's supervisor in a sincere effort to resolve the problem within said ten (10) calendar day period. If the employee desires, he/she may be present during this discussion. If the supervisor, the employee, or the CSEA representative feels the need for aid in arriving at an equitable solution, they may discuss with or, if advisable, invite such additional District or CSEA 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 CSEA representative from responsibility for solving the problem. Within ten (10) calendar days after the oral presentation of the problem to him/her, the supervisor shall communicate, on an oral basis, his/her decision to the employee and/or to the CSEA representative, if he/she 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.

2. Stage Two

- a. 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 within ten (10) calendar days. 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.
- b. The Superintendent, or designee, will hold an informal meeting within ten (10) calendar days, upon receiving a Stage 2 written grievance.
- c. The Superintendent, or designee, shall answer the grievance in writing, and within ten (10) calendar days after the informal hearing has been held.

3. Stage Three

a. In the event that a grievance is unresolved, or not timely answered at Stage 2, the CSEA may, within fifteen (15) calendar days, appeal the grievance to arbitration. The Public Employment Relations Board (PERB) will be utilized for selecting an arbitrator.

- b. The expense of arbitration shall be shared equally by the District and the CSEA. 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.
- c. 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.
- H. All regular part-time employees working thirty-two (32) hours per week or more shall have the right to employ the grievance procedure to determine if their positions should be classified as a Civil Service competitive position. This part of the grievance procedure may be applied only if the employee has completed one (1) year of service as a regular part-time employee and has received a negative decision in his/her attempt to resolve the situation with the Superintendent or his/her designee. This procedure must be initiated within thirty (30) calendar days of the Superintendent's decision.

ARTICLE 21 DISCIPLINING AND DISMISSALS

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. <u>Temporary Employees (as defined by Section 64 of Civil Service Law)</u>

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 identified in Article 2 including regular part-time employees, except temporary and newly hired probationary employees, and this procedure is in lieu of the procedures set forth in of Civil Service Law, Section 75, Section 76, and Section 77.

D. <u>Employee Rights</u>

- 1. An employee shall be informed that he/she is entitled to representation by the CSEA at each step of the disciplinary procedure.
- 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. <u>Resignation</u>-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. <u>Limitations</u> 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. <u>Employer Rights</u>

- 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
 - a. 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.
 - b. 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. <u>Expedited Resolution of Disciplinary/Discharge Cases</u>

- 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 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 CSEA.

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 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 is practicable. The parties agree the hearing and decision process should not take more than 180 days. This timeline may be extended by mutual 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.
- 5. 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.
- 6. <u>Progressive Discipline</u> 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.
- 7. 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. Any employee suspension without pay prior to the arbitrator's decision shall be limited to the duration proposed in the Notice of Discipline.
- 8. <u>Choice of Remedy</u> 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 22 RECLASSIFICATION

- A. Action may be initiated for investigation and analysis of any position in the defined Bargaining Unit for reclassification by the Onondaga County Department of Personnel in the following ways:
 - 1. Request of the employee
 - 2. Request of the Superintendent of Schools
 - 3. Prerogative of the Onondaga County Department of Personnel
- **B.** The only basis for reclassification is the actual duties and responsibilities pertaining to the job. Excellence in the performance of duties or length of service have no bearing whatsoever upon job classification.
- C. The Onondaga County Department of Personnel shall give reasonable notice, in writing, of any proposal or application for change in classification to the Superintendent of Schools and to the employee or employees affected thereby. The Onondaga County Department of Personnel shall determine the proper classification for the position and all employees concerned shall be notified as to their decision by the District Office of Human Resources.
- **D.** No employee, either by classification or reclassification, change of title, or otherwise, shall be promoted, transferred, suspended, or reinstated, except in accordance with the provisions of the Civil Service Law.

E. Procedure

- "Reclassification" and "classification" shall mean and refer to position classification and jurisdictional classification. Position classification shall mean a grouping together under common and descriptive titles of positions that are substantially similar in the essential character, scope of their duties and responsibilities, and in the qualification requirements, therefore. Jurisdictional classification shall mean the assignment of positions in the classified service to the competitive, non-competitive, exempt, or labor classes.
- 2. "Personnel Officer" shall mean the designated representative of the District who shall have the authority to handle reclassification issues as it pertains to the terms and conditions of this Article.
- 3. The parties to the Agreement endorse the spirit and intent of Section 61, Subdivision 2, of the Civil Service Law, which provides, except in temporary cases of emergencies, a prohibition against continued "out-of-title" work.

4. Step One

- a. Any employee who sincerely believes he/she is continually performing "out-of-title" work shall discuss the matter with his/her Immediate Supervisor who shall investigate the matter fully and compare the work the employee is actually performing with the given job specification. For the purpose of resolving the matter at the lowest level, the District shall assist the supervisor as much as possible by supplying him/her with any necessary data. If either the supervisor or the employee feels the need for aid in arriving at any equitable solution, they should discuss with and, if advisable, invite such additional District representatives as may be necessary and available to resolve the problem. Within five (5) days after the oral presentation of the problem to him/her, the supervisor shall communicate, orally, his/her decision to the employee.
- b. In the event the District decides in the employee's favor, the District shall, in cooperation with the employee, prepare the necessary materials to reclassify the position within the District and submit this material to the Onondaga County Department of Personnel. In the event that the position is reclassified by the Onondaga County Department of Personnel, the employee will be required to fulfill any examination requirements imposed under Civil Service Law.
- c. However, if a problem is not satisfactorily resolved in Step One of this Article, it can be presented, in writing, and processed in Step Two.

5. Step Two

- a. If an employee involved in a reclassification dispute is not satisfied with the decision rendered in Step One, he/she and/or a CSEA representative may, within ten (10) days thereafter, request a review and determination of the problem by the Human Resources Officer of the District. The appeal to the Human Resources Officer shall be in writing and shall contain statements relating to the specific nature of the work the employee is actually performing and supportive data relative to the formal job description. Any other supportive data, such as formal job specifications in which the employee believes the position ought to be classified, shall also be introduced, in writing, to make the hearing more meaningful.
- b. An informal meeting of the Human Resources Officer and the employee shall be held fifteen (15) days after the Human Resources Officer has received copies of the above data.
- c. Within ten (10) days after the close of the informal hearing, the Human Resources Officer shall inform the employee, on a written basis, of his/her decision.
- d. In the event the Human Resources Officer decides in the employee's favor, the Human Resources Officer shall, in cooperation with the employee, prepare the necessary material to reclassify the position within the District and submit this material to the Onondaga County Department of Personnel.

e. In the event that the position is reclassified by the Onondaga County Department of Personnel, the employee will be required to fulfill any examination requirements imposed under Civil Service Law.

6. Step Three

If the reclassification dispute is not resolved to the employee's satisfaction, pursuant to Step Two of this Article, the employee shall have the right to pursue the matter on his/her own initiative, pursuant to law.

ARTICLE 23 TUITION/STAFF DEVELOPMENT TRAINING

A. <u>Career Ladder – Graduate and Undergraduate Study</u>

Employees eligible for this program must be accepted in a District approved program in order to qualify for the following benefits with the approval of the Unit 9 CSEA President:

- 1. Employees working thirty-two and one half (32.5) hours or more per week will be eligible to receive up to twelve (12) hours of paid tuition per calendar year at the State University of New York or New York State Community College tuition rates. The maximum number of hours paid by the District by all provisions of this contract will not exceed twelve (12) hours.
- 2. Tuition costs will be directly paid by the District to the State University or New York State Community College as long as a B average is maintained. If a B average is not maintained, the employee must assume payment of tuition costs subject to reimbursement procedures under Article 23, Section B. The District will resume direct payment once a B 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 ten thousand (\$10,000) dollars, per fiscal year (July 1 through June 30), each year of the Agreement, under all tuition cost plans included in the Agreement.

B. Tuition Reimbursement

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:

- a. Any course taken must be within job related subject areas and approval must be given in advance by Human Resources.
- b. The course must require a minimum of thirty (30) clock hours of attendance.
- c. Satisfactory completion equals at least a grade of B.
- d. 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.
- C. Part-time employees working twenty (20) hours or more, but less than thirty-two and one half (32.5) hours will be entitled to pro-rated benefits under this Article at half level. Employees working less than twenty (20) hours per week are not entitled to the benefits under this Article.

D. <u>Labor-Management Committee</u>

The District and CSEA agree to a joint Labor-Management Committee for the purpose of providing communication, discussion, and resolution of issues affecting the District and the CSEA. The Committee shall be composed of no more than five (5) District representatives appointed by the Superintendent and no more than five (5) CSEA representatives appointed by the Unit 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 24 CONFIDENTIAL INFORMATION

A. General Statement

Nearly every employee in our school system has occasion to handle confidential information. It is imperative that information of a confidential nature be kept confidential. Indiscretions involving this information can have serious consequences, such as the following:

- 1. Damage the lives of students or adults.
- 2. Cause unnecessary embarrassment to students or adults, as well as their families.
- 3. Violate State, Local, or Federal Law in regard to such information.

B. Methods of Keeping Information Confidential

The best and most appropriate means of keeping information confidential is the exercise of judgment and discretion in the way such information is discussed and handled. Information, which is always considered confidential, such as police reports, court records, I.Q.'s, etc., should be kept under lock-and-key. Furthermore, such information and circumstances should never be discussed in open offices or where others may overhear such discussion.

C. <u>Violations</u>

Any clerical employee who deliberately releases to unauthorized persons information which he/she has been told, or which, through office practice, any reasonable person would know is confidential, may be subject to dismissal at the discretion of the Superintendent of Schools, and under the Onondaga County Department of Personnel Rules and Regulations, as they apply.

ARTICLE 25 GENERAL CONSIDERATIONS

- **A.** It is agreed that any and all the benefits employees had prior to entering this Agreement shall be retained unless it is expressly and specifically abridged, modified, delegated, or granted within this Agreement.
- B. If negotiating sessions between the District and the CSEA are scheduled during a school day by mutual agreement, representatives, not to exceed eight (8), will be relieved from all regular duties without loss of pay, as necessary, in order to permit their participating in such meetings. A building representative, member of the Grievance Committee, or other representative designated by an aggrieved employee to attend a grievance hearing during a school day will be released without loss of pay, as necessary, to permit participation in a formal grievance proceeding. A substitute employee will be assigned, when possible and necessary, to cover all duties of the said employee. The aggrieved employee and any other employee appearing in a grievance hearing as a witness will be accorded the same right.
- **C.** 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.
- **D.** It is agreed that the cost of reproducing this contract will be paid for by the District. A copy of this contract shall be furnished to each employee in this Unit by the District and all new employees shall be furnished with a copy of this Agreement after the final draft has been signed by both parties and returned from printing.
- E. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 26 LENGTH OF AGREEMENT

- A. Neither party to this Agreement shall make or 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 thereto.
- **B.** This Agreement shall become effective July 1, 2024, and shall terminate at the close of business June 30, 2026.

ARTICLE 27 JOINT LABOR-MANAGEMENT COMMITTEE

The parties agree to form a jointly administered Labor-Management Committee to evaluate all contract language that references New York State Civil Service Rules. The Committee will make recommendations as to how to update and/or remove language that is not consistent with the New York State Civil Service Law. Significant negotiated changes to existing contract language requires appropriate ratification by CSEA members in good standing.

IN WITNESS WHEREOF, the parties have hereunto set their hands this $\frac{\partial \mathcal{S}}{\partial \mathcal{S}}$ day of

Civil Service Employees Association, Inc.

Local 1000 AFSCME, AFL-CIO

By: Marg Heatley Lahor Relations Specialist

Vladimiro Hart-Zavoli, President CSEA Unit 9 Office Personnel **Syracuse City School District**

Anthony Q. Davis, Sr., Superintendent

APPENDIX A Health Insurance Rates

Effective 9/1/24 10-Month Employee Insurance Rates (Per Paycheck)

	DD	O Lito	HDHP			
	PP	O Lite	FIL	HP		
	Individual	Family	Individual	Family		
Salary Level & Percentage of Premium						
Level I= \$0.00 - \$42,052 10% APR	\$43.29	\$ 113.15	\$ 37.50	\$ 98.03		
Level II= \$42,053 - \$59,999 15% APR	\$64.93	\$ 169.73	\$ 56.25	\$ 147.04		
Level III=\$60,000 - \$79,999 18% APR	\$77.92	\$ 203.68	\$ 67.50	\$ 176.45		
Level IV=\$80,000 - \$99,999 20% APR	\$86.58	\$ 226.31	\$ 75.00	\$ 196.06		
Level V=\$100,000 + ABOVE 25% APR	\$108.22	\$ 282.88	\$ 93.75	\$ 245.07		

	Individual	Family
Dental-Flat Rate	\$11.00	\$22.00

	Individual	Family
Vision-Flat Rate	\$0.00	\$0.00

12-Month Employee Insurance Rates (Per Paycheck)

	PPC) Lite	HD	НР	
	Individual	Family	Individual	Family	
Salary Level & Percentage of Premium		•			
Level I= \$0.00 - \$42,052 10% APR	\$36.07	\$ 94.29	\$ 31.25	\$ 81.69	
Level II= \$42,053 - \$59,999 15% APR	\$54.11	\$ 141.44	\$ 46.88	\$ 122.54	
Level III=\$60,000 - \$79,999 18% APR	\$64.93	\$ 169.73	\$ 56.25	\$ 147.04	
Level IV=\$80,000 - \$99,999 20% APR	\$72.15	\$ 188.59	\$ 62.50	\$ 163.38	
Level V=\$100,000 + ABOVE 25% APR	\$90.18	\$ 235.74	\$ 78.13	\$ 204.23	

	Individual	Family
Dental-Flat Rate	\$11.00	\$22.00

	Individual	Family
Vision-Flat Rate	\$0.00	\$0.00

APPENDIX B-F 2024-2026 Salary

July 1, 2024 Salary								
		10 Mo	nth Annual S	alary	12 Mon	12 Month Annual Salary		
		32.5 Hrs	35 Hrs	40 Hrs	32.5 Hrs	35 Hrs	40 Hrs	
Grade 2	Step							
	1	\$27,020	\$28,974	\$33,146	\$32,343	\$34,777	\$39,683	
Braille Transcriber	2	\$27,762	\$29,763	\$34,053	\$33,220	\$35,725	\$40,767	
Guard	3	\$29,139	\$31,236	\$35,753	\$34,871	\$37,501	\$42,795	
Information Aide	4	\$31,704	\$33,998	\$38,913	\$37,964	\$40,825	\$46,593	
Programmer Trainee	5	\$34,832	\$37,353	\$42,752	\$41,707	\$44,866	\$51,216	
Grade 3	Step							
Office Machine Operator	1	\$28,158	\$30,193	\$34,549	\$33,704		\$41,362	
Stock Attendant	2	\$28,753	\$30,837	\$35,286	\$34,412		\$42,236	
Office Assistant I	3	\$30,139	\$32,307	\$36,967	\$36,063		\$44,270	
Office Assistant I (Spanish Speaking)	4	\$32,748	\$35,122	\$40,190	\$39,208		\$48,131	
	5	\$35,920	\$38,531	\$44,110	\$43,025		\$52,825	
Grade 4	Step							
	1	\$29,016	\$31,106	\$35,592	\$34,723		\$42,619	
Account Clerk I	2	\$29,753	\$31,903	\$36,509	\$35,604		\$43,706	
Budget Aide	3	\$31,134	\$33,376	\$38,201	\$37,139		\$45,734	
Control Clerk	4	\$33,785	\$36,230	\$41,470	\$40,447		\$49,657	
	5	\$37,027	\$39,716	\$45,450	\$44,342		\$54,454	
Grade 5	Step							
	1	\$30,005	\$32,179	\$36,817	\$35,910		\$44,088	
Account Clerk - Typist I	2	\$30,736	\$32,966	\$37,734	\$36,799		\$45,171	
Attendance Assistant	3	\$32,125	\$34,444	\$39,424	\$38,453		\$47,206	
Duplicating Mach Operator I	4	\$34,813	\$37,339	\$42,733	\$41,680		\$51,185	
Nationality Worker	5	\$38,121	\$40,888	\$46,805	\$45,660		\$56,066	
Purchasing Clerk								
Stock Clerk								
Word Processing Machine Operator								
Grade 6	Step							
Account Clerk II	1	\$30,999	\$33,231	\$38,034	\$37,095		\$45,547	
Account Clerk-Typist II	2	\$31,746	\$34,034	\$38,965	\$38,002		\$46,643	
Duplicating Machine Operator II	3	\$33,115	\$35,512	\$40,651	\$39,647		\$48,674	
Office Assistant II	4	\$35,844	\$38,449	\$44,017	\$42,929		\$52,706	
Purchasing Contract Clerk	5	\$39,222	\$42,070	\$48,166	\$46,976		\$57,694	
Systems Training Assistant								

Effective July 1, 2024		10 Moi	nth Annual	Salary	12 Mon	th Annua	l Salary
		32.5 Hrs	35 Hrs	40 Hrs	32.5 Hrs	35 Hrs	40 Hrs
Grade 7	Step						
	1	\$31,996	\$34,307	\$39,275	\$38,310		\$47,030
Program Aide	2	\$32,747	\$35,120	\$40,190	\$39,205		\$48,128
	3	\$34,120	\$36,588	\$41,884	\$40,855		\$50,150
	4	\$36,890	\$39,560	\$45,294	\$44,181		\$54,256
	5	\$40,321	\$43,245	\$49,519	\$48,296		\$59,319
Grade 8	Step						
	1	\$32,928	\$35,304	\$40,411	\$39,416		\$48,396
Data Center Help Desk Operator	2	\$33,736	\$36,179	\$41,409	\$40,391		\$49,600
Fingerprinting Technician	3	\$35,122	\$37,652	\$43,103	\$42,051		\$51,622
	4	\$37,931	\$40,679	\$46,564	\$45,417		\$55,778
	5	\$41,421	\$44,427	\$50,869	\$49,608		\$60,941
Grade 9	Step						
	1	\$33,854	\$36,299	\$41,548	\$40,527		\$49,756
Account Clerk III	2	\$34,732	\$37,250	\$42,633	\$41,581		\$51,065
Buyer I	3	\$36,111	\$38,724	\$44,336	\$43,239		\$53,091
Medical Assistant	4	\$38,967	\$41,794	\$47,837	\$46,663		\$57,310
	5	\$42,520	\$45,616	\$52,220	\$50,927		\$62,566
Grade 10	Step						
Building Systems Analyst	1	\$37,156	\$39,859	\$45,628	\$44,509		\$54,649
Graphics Technician	2	\$37,228	\$39,927	\$45,711	\$44,586		\$54,750
Payroll Clerk	3	\$38,605	\$41,398	\$47,565	\$46,227		\$56,780
Publications Aide	4	\$41,555	\$44,583	\$51,033	\$49,779		\$61,142
Pupil Transportation Analyst	5	\$45,483	\$48,780	\$55,870	\$54,485		\$66,931
Grade 11	Step						
Budget Analyst I	1	\$38,657	\$41,452	\$47,458	\$46,296		\$56,854
Console Operator	2	\$38,724	\$41,529	\$47,547	\$46,370		\$56,952
Personnel Aide	3	\$40,099	\$42,999	\$49,237	\$48,027		\$58,982
Storekeeper	4	\$43,110	\$46,233	\$52,941	\$51,640		\$63,420
	5	\$47,124	\$50,548	\$57,888	\$56,456		\$69,374
Ungraded A	Step						
Accountant I	1						\$65,190
Auditor I	2						\$77,383
Employee Insurance							
Representative	G.	-	-				
Ungraded B	Step	044.002					ф.с. 7 00
Grants Procurement Specialist	1	\$44,892					\$66,502
	2	\$53,331					\$79,007
	3	\$61,254					\$90,746

Effective July 1, 2024		10 Mon	10 Month Annual Salary			12 Month Annual Salary			
		32.5 Hrs	35 Hrs	40 Hrs	32.5 Hrs	35 Hrs	40 Hrs		
Ungraded C	Step								
Accountant II	1						\$79,399		
	2						\$90,793		
Ungraded D	Step								
Budget Analyst II	1						\$61,340		
	2						\$73,415		
	3						\$84,086		
Ungraded E	Step								
Accountant III	1						\$93,607		
Auditor III	2						\$104,201		
Budget Analyst III									
Ungraded F	Step								
Buyer II	1						\$60,528		
•	2						\$68,104		
Ungraded G	Step								
Junior Systems Administrator	1						\$64,357		
Personnel Specialist	2						\$69,496		
Programmer I	3						\$72,261		
Enterprise Support Specialist	4						\$77,871		
Ungraded H	Step								
Programmer II	1						\$76,689		
Website Administrator	2						\$80,118		
System Administrator	3						\$85,728		
Network Administrator									
Ungraded I	Step								
Programmer Analyst	1						\$89,370		
	2						\$94,975		
Ungraded J	Step								
Enterprise Design Specialist	1						\$88,510		
Information Systems Coordinator	2						\$93,638		
System Analyst	3						\$98,631		
	4						\$104,552		
Ungraded K	Step								
Systems Analyst-Designer	1						\$94,479		
Senior System Programmer	2						\$103,117		
Ungraded L	Step								
Senior Nationality Worker	1	\$36,542		\$43,906			\$53,193		
	2	\$44,845		\$53,917			\$66,338		

July 1, 2025 Salary								
		10 Moi	nth Annual	Salary	12 Moi	12 Month Annual Salary		
		32.5 Hrs	35 Hrs	40 Hrs	32.5 Hrs	35 Hrs	40 Hrs	
Grade 2	Step							
Guard	1	\$27,831	\$29,843	\$34,140	\$33,313	\$35,820	\$40,873	
Information Aide	2	\$28,595	\$30,656	\$35,075	\$34,217	\$36,797	\$41,990	
Programmer Trainee	3	\$30,013	\$32,173	\$36,826	\$35,917	\$38,626	\$44,079	
	4	\$32,655	\$35,018	\$40,080	\$39,103	\$42,050	\$47,991	
	5	\$35,877	\$38,474	\$44,035	\$42,958	\$46,212	\$52,752	
Grade 3	Step							
Office Machine Operator	1	\$29,003	\$31,099	\$35,585	\$34,715		\$42,603	
Stock Attendant	2	\$29,616	\$31,762	\$36,345	\$35,444		\$43,503	
Office Assistant I	3	\$31,043	\$33,276	\$38,076	\$37,145		\$45,598	
Office Assistant I (Spanish Speaking)	4	\$33,730	\$36,176	\$41,396	\$40,384		\$49,575	
	5	\$36,998	\$39,687	\$45,433	\$44,316		\$54,410	
Grade 4	Step							
Account Clerk I	1	\$29,886	\$32,039	\$36,660	\$35,765		\$43,898	
Budget Aide	2	\$30,646	\$32,860	\$37,604	\$36,672		\$45,017	
Control Clerk	3	\$32,068	\$34,377	\$39,347	\$38,253		\$47,106	
	4	\$34,799	\$37,317	\$42,714	\$41,660		\$51,147	
	5	\$38,138	\$40,907	\$46,814	\$45,672		\$56,088	
Grade 5	Step							
Account Clerk - Typist I	1	\$30,905	\$33,144	\$37,922	\$36,987		\$45,411	
Attendance Assistant	2	\$31,658	\$33,955	\$38,866	\$37,903		\$46,526	
Duplicating Mach Operator I	3	\$33,089	\$35,477	\$40,607	\$39,607		\$48,622	
Nationality Worker	4	\$35,857	\$38,459	\$44,015	\$42,930		\$52,721	
Purchasing Clerk	5	\$39,265	\$42,115	\$48,209	\$47,030		\$57,748	
Stock Clerk								
Word Processing Machine Operator								
Grade 6	Step							
Account Clerk II	1	\$31,929	\$34,228	\$39,175	\$38,208		\$46,913	
Account Clerk-Typist II	2	\$32,698	\$35,055	\$40,134	\$39,142		\$48,042	
Duplicating Machine Operator II	3	\$34,108	\$36,577	\$41,871	\$40,836		\$50,134	
Office Assistant II	4	\$36,919	\$39,602	\$45,338	\$44,217		\$54,287	
Purchasing Contract Clerk	5	\$40,399	\$43,332	\$49,611	\$48,385		\$59,425	
Systems Training Assistant								

Effective July 1, 2024		10 Moi	nth Annual	Salary	12 Month Annual Salary		
		32.5 Hrs	35 Hrs	40 Hrs	32.5 Hrs	35 Hrs	40 Hrs
Grade 7	Step						
Program Aide	1	\$32,956	\$35,336	\$40,453	\$39,459		\$48,441
	2	\$33,729	\$36,174	\$41,396	\$40,381		\$49,572
	3	\$35,144	\$37,686	\$43,141	\$42,081		\$51,655
	4	\$37,997	\$40,747	\$46,653	\$45,506		\$55,884
	5	\$41,531	\$44,542	\$51,005	\$49,745		\$61,099
Grade 8	Step						
Data Center Help Desk Operator	1	\$33,916	\$36,363	\$41,623	\$40,598		\$49,848
Fingerprinting Technician	2	\$34,748	\$37,264	\$42,651	\$41,603		\$51,088
	3	\$36,176	\$38,782	\$44,396	\$43,313		\$53,171
	4	\$39,069	\$41,899	\$47,961	\$46,780		\$57,451
	5	\$42,664	\$45,760	\$52,395	\$51,096		\$62,769
Grade 9	Step						
Account Clerk III	1	\$34,870	\$37,388	\$42,794	\$41,743		\$51,249
Buyer I	2	\$35,774	\$38,368	\$43,912	\$42,828		\$52,597
Medical Assistant	3	\$37,194	\$39,886	\$45,666	\$44,536		\$54,684
Braille Transcriber	4	\$40,136	\$43,048	\$49,272	\$48,063		\$59,029
	5	\$43,796	\$46,984	\$53,787	\$52,455		\$64,443
Grade 10	Step						
Building Systems Analyst	1	\$38,271	\$41,055	\$46,997	\$45,844		\$56,288
Graphics Technician	2	\$38,345	\$41,125	\$47,082	\$45,924		\$56,393
Payroll Clerk	3	\$39,763	\$42,640	\$48,992	\$47,614		\$58,483
Publications Aide	4	\$42,802	\$45,920	\$52,564	\$51,272		\$62,976
Pupil Transportation Analyst	5	\$46,847	\$50,243	\$57,546	\$56,120		\$68,939
Grade 11	Step						
Budget Analyst I	1	\$39,817	\$42,696	\$48,882	\$47,685		\$58,560
Console Operator	2	\$39,886	\$42,775	\$48,973	\$47,761		\$58,661
Personnel Aide	3	\$41,302	\$44,289	\$50,714	\$49,468		\$60,751
Storekeeper	4	\$44,403	\$47,620	\$54,529	\$53,189		\$65,323
	5	\$48,538	\$52,064	\$59,625	\$58,150		\$71,455
Ungraded A	Step						
Accountant I	1						\$67,146
Auditor I	2						\$79,704
Employee Insurance							
Representative	C4						
Ungraded B	Step	\$46,000					¢ (0.407
Grants Procurement Specialist	1	\$46,239					\$68,497
	2	\$54,931					\$81,377
	3	\$63,092					\$93,468

Effective July 1, 2024		10 Mor	10 Month Annual Salary			12 Month Annual Salary		
		32.5 Hrs	35 Hrs	40 Hrs	32.5 Hrs	35 Hrs	40 Hrs	
Ungraded C	Step							
Accountant II	1						\$81,781	
	2						\$93,517	
Ungraded D	Step							
Budget Analyst II	1						\$63,180	
·	2						\$75,617	
	3						\$86,609	
Ungraded E	Step							
Accountant III	1						\$96,415	
Auditor III	2						\$107,327	
Budget Analyst III								
Ungraded F	Step							
Buyer II	1						\$62,344	
•	2						\$70,147	
Ungraded G	Step							
Junior Systems Administrator	1						\$66,288	
Personnel Specialist	2						\$71,581	
Programmer I	3						\$74,429	
Enterprise Support Specialist	4						\$80,207	
Ungraded H	Step							
Programmer II	1						\$78,990	
Website Administrator	2						\$82,522	
System Administrator	3						\$88,300	
Network Administrator								
Ungraded I	Step							
Programmer Analyst	1						\$92,051	
	2						\$97,824	
Ungraded J	Step							
Enterprise Design Specialist	1						\$91,165	
Information Systems Coordinator	2						\$96,447	
System Analyst	3						\$101,590	
	4						\$107,689	
Ungraded K	Step							
Systems Analyst-Designer	1						\$97,313	
Senior System Programmer	2						\$106,211	
Ungraded L	Step							
Senior Nationality Worker	1	\$37,638		\$45,223			\$54,789	
	2	\$46,190		\$55,535			\$68,328	

APPENDIX G Longevity 2019-2025

10 Month Employees					
Years of Service	Days	Hrs Per Day	Total Annual Hrs	Hourly Longevity	Total Longevity
10 Years	216	6.5	1404	\$0.50	\$702.00
15 Years	216	6.5	1404	\$1.00	\$1,404.00
20 Years	216	6.5	1404	\$1.50	\$2,106.00
	Days	Hrs Per Day	Total Annual Hrs	Hourly Longevity	Total Longevity
10 Years	216	7	1512	\$0.50	\$756.00
15 Years	216	7	1512	\$1.00	\$1,512.00
20 Years	216	7	1512	\$1.50	\$2,268.00
	Days	Hrs Per Day	Total Annual Hrs	Hourly Longevity	Total Longevity
10 Years	216	8	1728	\$0.50	\$864.00
15 Years	216	8	1728	\$1.00	\$1,728.00
20 Years	216	8	1728	\$1.50	\$2,592.00

12 Month Employees					
Years of Service	Days	Hrs Per Day	Total Annual Hrs	Hourly Longevity	Total Longevity
10 Years	260	6.5	1690	\$0.50	\$845.00
15 Years	260	6.5	1690	\$1.00	\$1,690.00
20 Years	260	6.5	1690	\$1.50	\$2,535.00
Days Hrs Per Day Tot		Total Annual Hrs	Hourly Longevity	Total Longevity	
10 Years	260	8	2080	\$0.50	\$1,040.00
15 Years	260	8	2080	\$1.00	\$2,080.00
20 Years	260	8	2080	\$1.50	\$3,120.00

- 1. Each entitled longevity payment will receive an increase equivalent to the annual wage percentage each year of this Agreement.
- 2. 25 Year employees currently receiving longevities shall continue to receive same amount; however shall be capped until such time that an employee with less time with the District surpasses the 25 Year employee at which time they would be adjusted to the higher calculated amount.

APPENDIX H SYRACUSE CITY SCHOOL DISTRICT CSEA UNIT 9

COUNSELING MEMO FORM

		Date:/
TO: FROM: SUBJE	3 .	r]
PURPO	DSE:	
IMPAC	ET ON WORK UNIT:	
<u>EMPLC</u>	DYEE VIEW OF PROBLEM AND SOLUTION:	
<u>ACTIO</u>	N PLAN AGREED ON:	
<u>FOLLO</u>	W-UP PLAN:	
<u>OPTIO</u>	<u>N:</u>	
Thank	you for your cooperation during our meetin	g. I hope this will resolve the problem.
Emplo	yee 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 "I"

A. Vacation Day Rollover/Buyback

- 1. Each member of the Unit may buy back *per diem* compensation for up to three (3) unused vacation days per year. The per *diem rate* is $1/240_{th}$ of the annual salary.
- 2. Notification will be sent out in May to make a request to buy back vacation days and disbursals will be distributed with the June 30 paycheck.
- 3. Vacation buyback will be valid for the 2024-25 and the 2025-26 school years.

This section will sunset on June 30, 2026.