

CONTRACTUAL AGREEMENT

between the

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

and the

Syracuse Teachers Association, Incorporated

representing

UNIT 8

Assistants & Attendants

Effective July 1, 2007

to

June 30, 2011

Board of Education:

Commissioner Laurie Menkin, President
Commissioner Dr. Cynthia Kirby, Vice President
Commissioner Calvin Corriders
Commissioner Ned Deuel
Commissioner Dorothy Matthews
Commissioner Nancy McCarty
Commissioner Kim Rohadfox-Ceaser

Superintendent of Schools:

Superintendent Daniel G. Lowengard

Syracuse Teachers Association Unit 8 Negotiating Team:

Nancy Juliano, Unit 8 President, Chief Negotiator
Jeremy Bullock
Kathy Hartman
Gwendolyn Mack
Anne Marie Voutsinas, President, STA
Mark Warner
Sue Webb

Syracuse City School District Negotiating Team:

Susan Bridenbecker, Director of Accounting
Rob DiFlorio
Virginia Lee, Recorder
Michael Sorrell, Director of Staff Relations, Chief Negotiator
Randolph Williams, Director of Personnel

PREAMBLE

In order to effectuate the provisions of the Public Employees' Fair Employment Act (otherwise known as the Taylor Law) to encourage between the Syracuse Board of Education (hereinafter referred to as the "Board") and its Unit 8 (Syracuse City School Assistants and Attendants) represented by the Syracuse Teachers Association, Incorporated (hereinafter referred to as the "Association").

THIS AGREEMENT IS MADE AND ENTERED INTO on this 1st day of July, 1999, by and between the Board and the Association.

TABLE OF CONTENTS

ARTICLES

1.	Purpose and Intent	Page 1
2.	Recognition	Page 1
3.	Bargaining Unit	Page 1
4.	Management Rights	Page 2
5.	Association Security	Page 2
6.	Strikes	Page 4
7.	Salaries and Wages	Page 4
8.	Hours of Work and Overtime	Page 7
9.	Retirement	Page 7
10.	Fringe Benefits	Page 8
11.	Vacations	Page 11
12.	Holidays	Page 11
13.	Leaves of Absence	Page 11
14.	Extended Leaves of Absence	Page 18
15.	Health and Safety	Page 20
16.	Bus and Student Attendants	Page 20
17.	New Employees	Page 21
18.	Job Security	Page 22
19.	Reduction in Force	Page 25
20.	Collaboration	Page 26
21.	School Sentry	Page 26
22.	Grievance and Arbitration Procedure	Page 28
23.	General Considerations	Page 34
24.	Work Rules	Page 34
25.	Employee Evaluation	Page 36
26.	In-Service Training	Page 37
27.	Career Ladder	Page 37
28.	Length of Agreement	Page 40
	Appendix I – Salary Schedule – Unit 8	Page 41
	Uniform Allowance	Page 43
	Index	Page 44

**ARTICLE 1
PURPOSE AND INTENT**

- A.** This Agreement is made and entered into on this 1st day of July, 2007, by and between the Board and the Association.
- B.** The Syracuse Board of Education and the Syracuse Teachers Association, Inc., declare it to be their mutual policy that in order to promote harmonious labor relations between the Board and the Association, the principle of collective bargaining is to be employed pursuant to the New York State Public Employees' Fair Employment Act. The parties affirm that Association unit employees shall, at all times, be dedicated, courteous, and efficient servants of, and to, the public, realizing full well that they are under the constant scrutiny of area taxpayers, and that they are performing a most essential service.
- C.** The parties to this Agreement hereby agree not to limit employment with the Syracuse City School District or membership in the Association to any person because of race, color, creed, sex, national origin, age, disability, or marital status.
- D.** All laws applicable to the programs covered by this Agreement, and all rules, regulations, and guidelines promulgated there under, shall apply to such programs and shall take precedence over any and all terms of this Agreement which are in conflict therewith.

**ARTICLE 2
RECOGNITION**

Pursuant to the results of a recognition election conducted and certified by the American Arbitration Association on October 14, 1975, and a Certification of Representative and Order to Negotiate issued by the School District Employee Relations Council dated November 5, 1975, the Association is hereby recognized as the sole and exclusive bargaining agent for all employees in the designated unit of the Syracuse City School District, for the maximum period of time permitted by law.

**ARTICLE 3
BARGAINING UNIT**

It is mutually agreed for the purpose of this Agreement, that the terms "employee" and "employees" shall include all bus attendants, daily substitutes for teaching assistants, refugee translators, school monitors, school sentries, teaching assistants, and teaching assistant/substitutes (certified building substitutes) employed by the District on a full-time or regular part-time basis, excluding all other employees.

**ARTICLE 4
MANAGEMENT RIGHTS**

A. The District retains the sole right to manage its business and services, and to direct the working force, including the right to decide the number and locations of its business and service operations, the business and service operations to be rendered, and the methods, processes, and means used in operating its business and services, and the control of the buildings, real estate, materials, tools, and all equipment which may be used in operating its business and services or in supplying its business and services; to determine whether and to what extent the work required in operating its business and services shall be performed by employees covered by this Agreement; to maintain order and efficiency in the unit, including the sole right to hire, lay off, assign, transfer, promote, discipline, discharge, suspend; to determine the scheduling of the personnel, subject to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.

B. The above rights of the District are not all-inclusive, but indicate the type of matters or rights which belong to or are inherent to the employer. Any and all rights, powers, and authority the employer had prior to entering this Agreement are retained by the District, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

**ARTICLE 5
ASSOCIATION SECURITY**

A. The District shall deduct from the wages of each employee and send to the Syracuse Teachers Association, Inc., regular membership dues and such other deductions agreed to by the parties for those employees authorizing such deductions, in writing, pursuant to the agreement reached between the Association and the District business office. The Association 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.

B. Membership in the Association 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 the employee's membership in the Association, or because of any lawful activities on behalf of the Association and the employee's fellow members, nor shall there be any discrimination, interference, restraint or coercion by the Association, or any of its agents, against any employee because of failure or refusal to join the Association.

C. The Association shall have the right to represent employees in the Unit in any and all proceedings under the Public Employees' Fair Employment Act, under any other applicable law, rule, regulation, or statute under the terms and conditions of this Agreement, to designate its representatives and to appear on their behalf to effect such representation, unless otherwise provided by law, to direct, manage, and govern its own affairs, to determine those matters which the membership wish to negotiate and to pursue these objectives free from any interference, restraint, coercion, or discrimination by the District. The Association shall have the right to pursue any matter or issue in accordance with the Grievance and Arbitration procedure of this Agreement and, acting through its officers and membership, to be the sole judge thereof, unless it

is expressly and specifically abridged, delegated or modified by this Agreement, unless otherwise provided by law.

D. The Association shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the District provided, however, their content is not derogatory or controversial. The District agrees that the facilities of the school shall be available for Association meetings when such use does not interfere with any scheduled events or involve any cost to the District. It is agreed that any employee scheduled to work on the day of a meeting shall not be allowed to leave the work location to attend the meeting. Application for use of the facilities shall be made in accordance with already established procedures.

E. For the purpose of administering, adjusting, or interpreting the terms and conditions of this Agreement, an Association field representative 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 that no inordinate interruption in the work of the employee will be involved.

F. When it is necessary for the President of Unit 8 and/or designated representative(s) to engage in Association activities directly associated with the Association duties as representatives of the Unit, which cannot be performed other than during working hours, the Superintendent or his/her designee may give such time, without loss of pay, as is necessary to perform any such activities. Officially authorized Association delegates shall be granted time necessary with pay to attend the conferences of the Association upon timely written request to the Superintendent. All expenses shall be borne by the individual or the Association.

G. The Association may use school mail service and building mail boxes (not necessarily individual mail boxes) for communications.

H. The District shall provide the Association with the names, addresses and telephone numbers of new Unit 8 members within forty-five (45) days of the start of a new school year with monthly updates.

I. All members of Unit 8 as defined by the Recognition Clause of this Agreement, who are not members of the Association, and new employees, shall be required, as a condition of employment, to pay the Association each month, (through payroll deduction) a service charge as payment for representation by the Association in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. This service charge shall be the amount equal to the dues required by the Association of its members.

J. The President of Unit 8 will be given release time, at the Association's request and expense, for the duration of this Agreement.

K. The Principal and other administrators of each school shall meet monthly with the Labor Management Team to discuss school operations and questions relating to the implementation of this Agreement. These meetings shall be held during non-instructional time but, if held during the regular school day, shall not result in loss of

pay to the employees. Any meeting of the Labor Management Team shall not take place during a teaching period of an employee of the committee except in the event of an emergency. The Labor Management Team shall consist of the elected chief Association representative and one other Unit 1 member and one (1) member from Unit 1 or any other bargaining unit, selected or appointed in a manner to be determined by the Association By Laws. Proposed changes in existing building policies and procedures, staffing ratios, and new policies and procedures for each school shall be appropriate subjects for discussion at such meetings. The Labor Management Team shall report monthly and make recommendations to the School Leadership Team. Any changes in such policies and procedures shall be consistent with the terms of this Agreement. Labor Management Team members receive no additional pay.

L. Behavior/Discipline Team - No later than April 1st of each school year, the School Leadership Team shall establish a representative Behavior and Discipline Team. Such team shall preserve a teacher majority; include at least one elected building representative for the Association, and no more than nine (9) individuals. The team will use the District Student Behavior Code to develop or amend building procedures for student behavior in that school for the following school year. It shall also be charged with determining how the Student Behavior Code will be implemented including the responsibilities of both members and building administrators. The Team shall submit both plan and implementation procedures to the School Leadership Team prior to April 15th of the school year. The School Leadership Team will submit both plan and implementation procedures to the teaching staff for a vote of approval prior to May 15th of the school year.

ARTICLE 6 STRIKES

The Association agrees and affirms that it does not have and will not assert, the right to strike against the District, to assist or participate in any such strike, or to impose an obligation upon its membership to conduct, assist, or participate in any such strike.

ARTICLE 7 SALARIES AND WAGES

A. Regarding teaching assistants in terminal appointments, the terminal hire date determines the order for making probationary appointments. If the supervising administrator indicates that the teaching assistant is meeting district standards, the most senior teaching assistant in a terminal appointment will be considered for the next available probationary position.

B. It is agreed that new employees shall be hired at rates keyed to the job title. After such employees have been continuously employed for a period of one (1) year in the Unit job title, they shall be advanced to the job rate. When an employee within Unit 8 is promoted within the unit to a job in which the hire rate is less than the employee's current rate, the employee's

current rate will not be reduced. After one (1) year, the employee will advance to the new job rate.

C. Unit members hired in or prior to 1978 who receive a rate above a job classification rate will continue to receive salaries above the job rate. These rates shall terminate as these members retire or resign from the district.

D. Former members of Unit 8 who have been paid at the job rate or higher shall receive the job rate if rehired.

E. Employees of Unit 8 who are assigned to Unit 1 as long term or regular substitutes shall be granted leaves of absence from Unit 8. These leaves shall remain in effect until the employees (a) return to service in Unit 8, or (b) are granted a probationary appointment in Unit 1 provided the employees have not otherwise been terminated as the result of a reduction in force. Pay for Unit 8 members moved to Unit 1 shall be in accordance with the Unit 1 Agreement.

F. The District and Association shall meet and negotiate with respect to the distribution of "Excellence in Teaching" monies available as prescribed by Commissioner of Education regulations.

G. Employees may, pursuant to District policy, have their net pay amounts directly deposited into a bank account of their choice at any local banking institution on the District's current payroll savings deduction listing or the School Employees of Central New York Federal Credit Union.

H. Bus Attendants who are regularly scheduled for kindergarten or other additional runs on emergency closing days shall be paid for the full time they would have worked had schools been open. This shall not constitute a guarantee of continued additional runs for any individual Bus Attendant and shall be limited to emergency *closing* days only.

I. Semi-monthly Pay:

1. Members shall be paid on a semi-monthly basis.

Ten (10) month members may opt to receive twenty-four (24) paychecks instead of twenty (20); however, no lump sum payments will be made.

2. Nothing contained in this section shall be construed to authorize payment in advance of rendering service to the District.

J. Employees with multiple school assignments are subject to the following:

1. An employee assigned to more than one school or location in any one school day will receive, upon written request to Central Office, the currently allowable IRS mileage rate for all inter-school travel required in connection with the multiple school assignment. Such

reimbursement shall be calculated on the basis of the most direct available route and shall be limited to the mileage, which the assignment requires in the normal daily performance of his/her duties. A request and schedule shall be submitted following a new assignment, and must be approved by Central Office before payment can be authorized. Teaching Assistant Substitutes will be reimbursed mileage for travel between home school and substitution assignment. Employees required by the District to attend special events, i.e., concerts, training, home visits, etc. shall be reimbursed for mileage between the home school and the function. Such reimbursement requests shall be submitted no later than four weeks after the function. The reimbursement request should be signed by the Administrator and forwarded to Central Office. A member eligible under this paragraph shall file a claim for mileage in accordance with existing District policy. Claims for reimbursement must be submitted at least on a quarterly basis. All payments for in-district travel must be claimed during the calendar year in which the travel was performed.

2. Members with multiple school assignments shall be assigned a home school. The member will be furnished with a mail box (not necessarily individual mail box) at his/her home school.

3. Members with multiple school assignments within a school day shall be permitted and paid for sufficient travel time between schools. The employee's schedule will allow for one half hour of duty free lunch.

4. Members with multiple school assignments will be provided with free parking at each location of travel or will be reimbursed for the actual cost of parking when parking is unavailable.

K. The number of full time equivalent terminal teaching assistants shall match the number of teaching assistants on long term leave. Exceptions to this rule are part-time teaching assistants who do not qualify for tenure. Part-time teaching assistants will also be designated as terminal teaching assistants. At the end of the school year, terminal teaching assistants shall receive notice of whether they are returning the next school year.

L. Daily substitutes for teaching assistants will be paid at the same rate and on the same basis for education and/or training, as regularly appointed teaching assistants. Such pay shall commence following fifteen (15) days of consecutive service in the same position and be retroactive to the first day of assignment. Appointment of regular substitutes for teaching assistants shall be in accordance with the New York State Education Law.

M. School Monitors, who are scheduled daily by the District to perform additional work above and beyond their work day, will be compensated on holidays, leave days or emergency closing days for both their work day and the extension of their work day.

N. Unit 8 members will be given at least two (2) – two and one-half (2-2 ½) hours (a total of five (5) hours) staff development sessions during the school day dealing with particular topics useful for their assignments. The District and the Association will mutually agree to content; the District will maintain scheduling rights within the school calendar.

O. Members who facilitate professional development during school hours will be given three (3) hours of release time for preparation prior to the workshop session.

ARTICLE 8 HOURS OF WORK AND OVERTIME

A. The work week shall consist of Monday through Friday, with 6.5 hours of work scheduled between the hours of 6 a.m. and 6 p.m.

B. Overtime compensation or compensatory time will be granted to qualified employees consistent with the requirements of applicable Federal Wage-Hour Laws.

C. It is the intention of the parties that no one should be paid twice for the same time frame.

D. The District will maintain present respective schedules of work that pertain to the individual assignment of the members of the bargaining unit, subject to the conditions set forth in Article 1 – Purpose and Intent, Paragraph C, of this agreement. For the term of this contract only, employees of the bargaining unit shall be employed on a ten-month basis consistent with the appropriate school calendar. The terms of this Paragraph D shall not be construed as a guarantee of daily hours of work or weekly hours of work in the work week, or a guarantee of the length of the work year after the expiration of this contract.

E. Full time employees shall be granted a one-half hour unpaid duty free lunch period each work day.

F. Thirty-two and one-half (32 ½) or more hours per work week shall be defined as full-time employment for teaching assistants, teaching assistant/substitutes (certified building substitutes), and school monitors, and twenty (20) or more hours per work week shall be defined as full-time employment for bus attendants. Any number of hours per work week less than those stated above for such negotiating unit jobs shall be defined as part-time employment.

G. Where a teaching assistant or teaching assistant substitute (certified building substitute) works more than six and a half (6 ½) hours, not including lunch, in a day where they go from an early school to a late school they will be paid their hourly rate for such time worked beyond their normal work day.

ARTICLE 9 RETIREMENT

A. The District agrees that all eligible employees shall be entitled to retirement benefits as provided by the New York State Retirement System effective at the time of employment. Certified teaching assistants who become eligible for membership in the New York State Teachers' Retirement System, upon application, shall receive their retirement benefits under that system.

B. Sick Leave Conservation Incentive Plan

1. Eligibility – To be eligible under the Sick Leave Conservation Incentive Plan, an employee must have been employed by the District a minimum of ten (10) years for retirement benefits under the applicable New York State Employees Retirement System or NYS Teachers' Retirement System, and have reached age 55, prior to the effective date of retirement. (Employees retiring prior to age 55 because of disability are excluded from this benefit).

2. Sick Leave Incentive – Sick leave incentive for an eligible employee will be computed by multiplying the employee's accumulated and unused sick leave times 30% of the employee's day rate based on the salary including longevity being received at the time of retirement.

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

3. Payment – Incentive will be paid on the first pay period following the employee's last regular paycheck. This incentive will not be considered to be part of the employee's compensation for retirement purposes but must be included in taxable reported earnings.

4. Restoration of Paid Sick Leave – In the event that an employee, during the final year of service, exhausts the current paid sick leave allocation, sick leave days may be restored from those used to compute the incentive by petitioning the Director of Personnel to reduce the balance of the unpaid incentive by the appropriate amount for each day restored.

C. Irrevocable Letter of Resignation – An eligible employee must submit an irrevocable letter of resignation which is binding on the employee as of the date of the letter and will become effective once the resignation is accepted by the Board of Education. It is recommended that this irrevocable letter be submitted at least forty-five (45) days prior to the employee's last day of work.

**ARTICLE 10
FRINGE BENEFITS**

A. Health Insurance

1. The District will provide health insurance for eligible employees pursuant to the Syracuse City School District Health Insurance Program. Employees will contribute payroll deductions to the cost of District provided health care benefits based upon the employee's wages as of July 1 (see Schedule A, Health Insurance Rate Chart).

The employee payroll deductions are based on the premium equivalent rate (PER) established for each school year and the corresponding wage level.

The actual PER will be established for each year (2009-2010 and 2010-2011) on September 1st.

The health insurance rates will be published in the Administrative Bulletin and posted on the SCSD and STA's web pages.

The employee payroll deductions for 2009-2010, 2010-2011 are stated as the maximum amount on Schedule A.

Co-pays for office visits are \$9.00.

Cost to Retirees (a) and (b)

Individual benefits – under 65	Medicare B Rate to the District
Individual 65 or older	Medicare B Rate to Medicare
Family benefits – all under 65	Medicare B Rate to the District
Family benefits with at least one 65 or older	Medicare B Rate to Medicare

a. Retirees under the age of 65 must pay a premium cost equal to the cost of the Medicare B rate directly to the District. As the Medicare B rate changes, so will the retirees' contribution to the Health Plan.

2. The District will provide Dental Insurance as negotiated by the parties for eligible employees pursuant to the Syracuse City School District Dental Assistance Plan. With regard to the Plan, the District will assume all premium costs of such a program except for the following monthly employee contributions:

Effective:	Individual coverage:	Family coverage:
2007-2008	\$9.00	\$24.00
2008-2009	\$10.00	\$26.00
2009-2010	\$11.00	\$28.00
2010-2011	\$12.00	\$30.00

3. For any employee hired before July 1, 1978, the employee eligibility shall be determined under the administrative regulations of the insurance carrier(s) and no employee who fails to qualify under the rules of the carrier(s) shall have the benefits of the health and/or dental insurance program. Any employee hired after July 1, 1978, must, in addition to these eligibility requirements, be employed in the bargaining unit to regularly work twenty-five (25) or more hours per week to be eligible to apply for these insurance benefits. No grievance shall be entertained nor shall any arbitrator have the power to award redress which is disallowed by the present carrier(s) or any successors thereto. This provision shall in no way be construed as preventing the employee from taking such action as may be deemed necessary against the carrier(s) if the employee feels that any determination made by the carrier(s) regarding eligibility is inappropriate.

4. In the event that both husband and wife are full-time employees of the District, the rate of contribution for family coverage shall be the sum of the two individual premiums (amount dependent on income level of each spouse).

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

6. The District will maintain, at no cost to the employee, a flexible benefit spending plan pursuant to Section 125 of the Internal Revenue Code, with operating procedures determined by the parties and administered by Preferred Group Plans, Inc., 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.

7. The District will pay \$175 per employee per year effective July 1, 2007 to the STA Benefit Fund for vision coverage. Effective July 1, 2008 the District will pay \$185 per employee per year to the STA Benefit Fund for vision coverage.

8. Mail Order Drug Program:

Employee co-pays:	Amount:
Generic	\$6.00
Preferred	\$18.00
Non-preferred	\$35.00

9. Deductibles for non-POMCO providers shall be \$75 for individual coverage and \$225 for family coverage. The co-payment for emergency room visits shall be \$35.

10. Employees hired on or after January 1, 1980, must have ten (10) years of full-time service in this District to be eligible to receive the Syracuse City School District Health Plan upon retirement.

Employees hired on or after July 1, 2008, must have fifteen (15) years of full-time service in this District to be eligible to receive the Syracuse City School District Health Plan upon retirement.

11. PET Scans will need pre-certification under the Health Plan.

B. Child Care – The District will permit the admission of the children of Unit 8 members to the existing child care services, which are maintained for Unit 1 members, provided space is available.

**ARTICLE 11
VACATIONS**

- A.** All employees in the Unit shall be entitled to school recesses, with pay, as specified in the annual school calendar issued by the Superintendent of Schools, provided that they have been on the active and current payroll for a period of thirty (30) calendar days preceding the period for which they are paid for time not worked. In no instance shall a period of paid vacation be in excess of the period of recess as set forth on the school calendar. Representatives of the Unit will continue to be consulted about the development of the annual school calendar.
- B.** The vacation pay shall be computed upon the basis of the average hours worked in the work week for the thirty (30) day period preceding the vacation periods, exclusive of overtime. The vacation pay shall be based upon the current day rate of the employee.
- C.** In cases of duplication of paid time off from work provided under Article 11 – Vacations, and Article 12 – Holidays, the employees in the Unit shall be limited to payment of straight time once for the same hours not worked. The purpose of this paragraph is to prevent pyramiding in any form for payment of hours not worked.
- D.** If an employee requests and is granted an unpaid, excused day of absence by the Superintendent of Schools, immediately prior or subsequent to a normally paid vacation period, the employee shall be paid for that vacation period.

**ARTICLE 12
HOLIDAYS**

- A.** Employees in the Unit shall be entitled to legal and school holidays, including Labor Day, with pay, as specified in the annual holiday schedule for non-teaching employees issued by the Superintendent of Schools.
- B.** To be paid for a holiday, a person must be present, or constructively present (e.g. drawing sick leave pay), on the regularly scheduled work day before and after the holiday and have been on the active and current payroll for a period of thirty (30) calendar days preceding the holiday.
- C.** Holiday and vacation pay shall not be pyramided, and the Christmas and New Year holidays shall be included in the vacation periods as set forth in Paragraphs A and B of this Article as stated in Article 11.C.

**ARTICLE 13
TEMPORARY LEAVES OF ABSENCE**

- A.** Request for Temporary Leave of Absence

 - 1. Any request for an excused, planned absence not otherwise covered by this Agreement shall be made in writing by the employee to the Superintendent through the Building Principal at least one (1) week prior the to requested time of absence. The Superintendent shall

determine whether or not such request for excused, planned absence shall be approved, and notify the employee in question of his/her decision as soon as practicable. In the event permission is granted, the Superintendent also shall determine whether or not deduction from salary shall be made. The Superintendent may, in his/her discretion, waive the time limits specified herein.

B. Sick Leave

1. Each member of the Unit shall be allowed sick leave without loss of salary for at least twelve (12) working days in any year due to personal sickness or physical disability, including maternity. If the full amount of sick leave allowed is not used in any school year, the amount not used shall be accumulated from year to year. Members of the Unit employed with effective dates subsequent to September 1st shall be credited with sick leave in accordance with the following table during the first year of employment:

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

During the first year (12 consecutive calendar months) of employment, an employee must present a certified physician's explanation accounting for use of sick leave beyond five days. Failure to provide such explanation shall result in a loss of pay equivalent to the time absent beyond five days. The five days do not have to be consecutive.

At the beginning of each subsequent year of employment, twelve (12) sick days shall be credited to each Unit member's account. There shall be no limitation on the total number of sick leave days which may be accumulated.

2. Disability due to pregnancy shall be treated in the same manner as all other temporary disabilities.

3. The employees who are absent from duty because of illness may be required, at the discretion of the Superintendent, or a designee, to file a medical report with the School Medical Director. When such a report is requested, the Superintendent will make a determination whether sick leave payments shall be allowed.

4. The employee shall notify the Building Principal/Supervisor or his/her designee of the use of a sick day according to reasonable procedures established for call in. If the employee anticipates that he/she will not be able to return on the next day, the employee will call the Building Principal/Supervisor before the end of the work day whenever possible. The employee shall be responsible to notify the Principal/Supervisor or his/her designee of any change in status which will affect the assignment of a substitute to the employee's position. In those cases where a sick leave is over five (5) days, the employee shall forward medical documentation and anticipated return date to the Health Services Office. The employee shall also call the Building Principal/Supervisor to inform of the anticipated date of return whenever possible.

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

- one (1) day for one (1) month's service
- two (2) days for two (2) months' service
- three (3) days for three (3) months' service
- four (4) days for four (4) months' service
- five (5) days for five (5) months' service
- six (6) days for six (6) months' service
- seven (7) days for seven (7) months' service
- eight (8) days for eight (8) months' service
- ten (10) days for nine (9) months' service
- twelve (12) days for 10 (10) months' service

The District shall have the right to deduct any compensation for sick leave in excess of above. Such deduction may be made from the employee's final paycheck.

6. Employees regularly employed by the District in the summer shall be allowed to use one (1) day of previously accumulated sick leave during summer school employment.

7. Refugee Translators who are regularly scheduled to work over 10 hours per week will receive prorated sick leave.

C. Bereavement Leave

1. Each employee shall be granted up to six (6) days of leave with full pay for each death in the immediate family or the nearest relative. Such leave shall not be curtailed because of use of family illness days and shall be on a non-cumulative basis.

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

Husband	Father	Son	Domestic Partner *
Wife	Mother	Daughter	Guardian in loco parentis

Sister Brother Grandparents Grandchildren

Step family in the above categories, where applicable

In-laws in the above categories, where applicable

* Permitted per affidavit to be filed with the Personnel Office

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

Aunt Niece
Uncle Nephew
Cousin

Step family in the above categories, where applicable

In-laws in the above categories, where applicable

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

D. Personal/Family Illness Leave

In addition to vacation time, leaves of absence up to five (5) paid working days shall be granted to an employee as follows:

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

2. All full-time employees shall be required to notify their Building Principal, or his/her designee, of their intention of using a personal leave day at least five (5) school days prior to the date of the leave, except under unusual circumstances (for such proceedings as financial, real estate closing, internal revenue business, legal court appearance, estate settlement, legal consultations, reading of will, adoption, educational involving personal or family registration, graduation). Although reasons need not be stated by the employee, it is understood and agreed that the purpose of this Article is to permit a employee to attend to personal matters which cannot be accomplished during other than normal working hours.

3. Use of consecutive personal leave days, except for reasons of family illness, shall be granted only after an employee has filed a request, in writing, with the Personnel Director stating reasons for such absence. Requests which do not meet the intent of the use of personal leave (see 2 above) or are not filed sufficiently in advance will be denied.

4. Personal leave days may not be taken on days immediately preceding and/or subsequent to scheduled vacations except in cases of family illness or unless authorized by the

Superintendent or his/her designee pursuant to a valid written request submitted by the employee.

5. In the event that schools are closed due to severe weather, or other emergency conditions, on a day when an employee has been granted personal leave, said day shall not be deducted from the employee's allotment if the employee certifies in writing to the Personnel Department 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.

6. Illness in the immediate family (as identified in section C.2.).

E. Compensation Cases

1. Employees who become ill or injured due to circumstances arising out of and in the course of employment shall file a report of such illness or injury with the District and with the Workers' Compensation Board. Such report shall be filed within the time, and in the manner, required by the New York State Workers' Compensation Law. In those instances where an illness or injury is determined by the District or other forum of competent jurisdiction to be compensable as arising out of and in the course of employment, the District will compensate said employee during the period of such illness or injury up to the amount of his/her full salary.

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

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

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

2. Employees who are absent from duty with pay, pursuant to this paragraph, may be required, at the discretion of the Superintendent, to file a medical report with the School Medical Director. When such a report is requested, the Superintendent will make a determination on the

basis of said report and the recommendation of the School Medical Director whether pay shall be continued. In no instance, shall payments to an employee for service-connected disability exceed those provided under Compensation Law, unless the Superintendent, in his/her sole and exclusive discretion, shall authorize such payments, notwithstanding any determination by any compensation board which is at variance with the determination of the Superintendent.

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

F. Jury Duty

Each employee shall be granted leave with pay as may be necessary in order to perform jury duty. Such absence shall not be deducted from any other leave allowance. When an employee receives notice of call to jury duty, the individual shall notify the Building Principal, or designee, to that effect, on the first school day following receipt of such notice, providing to the Principal a copy thereof.

G. Absence for Other Judicial or Administrative Proceedings

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

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

I. For purposes of longevity, leaves of absence without pay 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 additional year.

1. A leave of absence without pay 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.

2. Benefits, other than continuous service as defined by Paragraph F 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 unpaid leaves of absence.

3. Benefits to which an employee would become entitled during the regular course of employment under vacation and holiday privileges are not granted during unpaid leaves of absence.

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

K. Leaves Without Pay - There shall be a District Committee, consisting of one (1) Unit 8 member to be appointed by the Association, one (1) Administrator to be appointed by the District, and one (1) individual to be selected by the other two (2), to review requests from employees for short term unpaid leaves of absence, of up to five (5) school days. Said leaves shall be granted only to accommodate unusual or extraordinary circumstances and limited to the extent there shall be no more than a total of thirty (30) days available for leaves of this kind during any school year. A written request for such leaves must be submitted to the Committee at least thirty (30) days prior to the date of the leave unless circumstances make it impossible to do so.

L. Temporary Military Service

1. Employees shall be paid all salary and other benefits for any and all periods of absence while engaged in the performance of ordered temporary military duty and while going to and returning from such duty, as required by New York State Military Law. If possible, notice will be given the Building Principal or Supervisor at least two (2) weeks in advance and shall be transmitted, at the same time, in writing, to the Superintendent. Every effort shall be made by such employee affected by this Paragraph to serve temporary active duty obligations during periods of time when school is not in session and at the request of the Superintendent or his/her designee, such employee shall be required to provide evidence of such effort in the form of a written request to the appropriate military authority to serve at a time when school is not in session. The Board agrees to intervene with higher military authorities in an effort to assist the employee who is attempting to comply with this stipulation. It is the intention of the parties that employees shall not serve temporary voluntary military duty during the periods that school is in session.

2. Military leave of absence for employees shall be granted pursuant to the New York State Military Law and any other state or federal statutes which may apply. Such military leave of absence shall be granted to any employee while engaged in the performance of ordered military duty, and while going to and returning from such duty, as provided by law, except the term "ordered" shall not include those instances where the leave is as a result of employee contrivance, whether by planned acquiescence or other means direct or indirect, to arrange for such duty to be taken at a time when it is not actually required by the military and/or inconvenient to the needs of the District. Absence of an employee, pursuant to this Paragraph

during time of national emergency, shall not constitute an interruption of continuous employment. An employee returning from military leave of absence shall be entitled to the full military service credit then allowed for salary purposes to new applicants for positions in the District. All provisions of this sub-paragraph shall be amended in accordance with any changes in federal or state legislation which delimit any of the above provisions.

M. Inclement Weather and Other Emergency Conditions

1. Each employee shall receive full pay for absence due to inclement 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 any 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 conditions or other emergencies will receive full pay for such days and will not have said days deducted from his/her accumulated sick leave allowance.

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

5. On such emergency closing days, hourly employees will be paid the full amount for the number of hours scheduled for work on the day of closing.

**ARTICLE 14
EXTENDED LEAVES OF ABSENCE**

A. Unit 8 members who have completed one year in the District may be granted leaves of absence, upon the recommendation of the Superintendent and the approval of the Board of Education, which shall be without loss of job status. All requests for leaves of absence shall carry affirmation of intention of the applicant to return to an assignment in the District upon the termination of such leave.

B. Unit 8 members shall submit a written application for leave of absence to the Director of Personnel, stating the specific reason for the leave and must be filed at least (30) days prior to the effective date of leave whenever possible. Members shall furnish whatever evidence which may be required by the Director of Personnel in support of their request.

C. Leaves shall be granted for a period of one (1) year at a time. Where leaves are permitted for over one (1) year, the member shall inform the Director of Personnel in writing of their intention to return for the next school year or their request for additional leave.

D. The Board of Education reserves the prerogative of recalling to service any or all members who have been granted leaves of absence, when an emergency or staff shortage makes such action necessary. It is understood, however, that leaves granted for personal illness, approved educational commitments or military service shall not be affected by this provision.

E. All leaves must terminate at least five (5) working days prior to any scheduled holiday or recess; or, on or after the first working day following such holiday or recess.

F. A member returning from any extended leave of absence may be reassigned to any vacancy within the District within job title.

G. If during the period of any such leave, the employee accepts other employment, the District reserves the prerogative of recalling the member to service.

H. The Superintendent with the approval of the Board of Education shall have the discretion to extend the leaves of absence beyond the stated periods.

I. Any member who is granted a leave of absence under the provisions of this Article shall not be eligible for any payments with the exceptions of approved sabbatical payments under the Career Ladder, or of payments approved by the Board of Education for military leave. Leaves shall be granted for the following reasons:

1. Extended Personal Illness – A member whose personal illness extends beyond the period of accumulated and extended sick leave, will be granted a leave of absence for such time as is necessary for recovery from such illness, up to a maximum of two (2) years. Such leave of absence shall be supported by physician’s certificate. Upon return from this leave, the member shall be required to furnish a doctor’s certification indicating fitness to return to employment. At the end of two (2) years, if the member is unable to return, the member’s employment may be terminated, subject to applicable laws and regulations.

2. Child Care/Maternity – Any member shall be granted, upon written application, a leave of up to one (1) year. This leave may not be granted if more than one parent remains home with the child unless there are exceptional and medically compelling circumstances.

3. A military leave of absence shall be granted to any employee while engaged in the performance of ordered military duty, and while going to and returning from such duty as provided by law, except the term “ordered” shall not include those instances where the leave is as a result of employee contrivance, whether by planned acquiescence or other means direct or indirect, to arrange for such duty to be taken at a time when it is not actually required by the military and/or inconvenient to the needs of the District.

4. Personal – A member may be granted, at the discretion of the Superintendent, an unpaid leave of absence of up to two (2) years for personal reasons, including but not limited to illness in the immediate family and care of an elderly person.

5. Continuing Education – A member shall be granted a continuing educational leave of absence for a period not to exceed one (1) year for the purpose of obtaining or maintaining education needed for certification or license. A member may be granted a continuing educational leave of absence for a period not to exceed one (1) year for the purpose of improving his/her educational credentials.

**ARTICLE 15
HEALTH AND SAFETY**

- A.** The City School 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.
- B.** No person shall be acceptable for employment unless physically fit for the work contemplated by the job for which the applicant is being considered. Every person hired after the effective date of this Agreement shall, as a condition of employment, be required to submit to a medical examination. This examination, to determine the physical and mental fitness of the person to perform applicant's duties shall, at the option of the applicant, be completed at no cost to the applicant by a medical doctor assigned by the Board of Education, or completed at the applicant's expense by any duly qualified and licensed medical doctor who shall submit a report and recommendation in such detail and form as may be required to the School Medical Director.
- C.** All members of the unit shall be subject to, and comply with, all regulations pertaining to medical examinations and X-rays as issued from time to time by the School Medical Director.
- D.** The District will reimburse employees for items of clothing, or other personal property which are damaged or destroyed when, in the course of employment, the employee becomes involved or engaged in situations which are unusual and/or do not regularly or normally occur, such as altercations between students and/or employees, non-aggravated assault, fire, riot, etc. Such reimbursement shall not be made in cases where the employee has been careless or negligent, and/or has not exercised prudent judgment by wearing or otherwise displaying or possessing items which are not normally worn, used, or displayed during such course of employment, or the employee is able to be otherwise reimbursed as a result of the employee's existing insurance coverage. In no instance, however, shall such reimbursement exceed five hundred dollars (\$500.00) with regard to any claim which is processed under this section. The District shall not be liable for the reimbursement required by this paragraph if the employee refuses or fails to file the necessary reports and institute the necessary proceedings to facilitate the police and District investigations and prosecutions for such incidents.

**ARTICLE 16
BUS AND STUDENT ATTENDANTS**

- A.** Current Bus Attendants shall continue to work a minimum five (5) hour day as a Bus Attendant.

- B.** The District and the Association shall form a committee to determine the types of weather gear appropriate for use by Bus Attendants. The committee shall be comprised of equal numbers from the District and Association. The initial cost of the equipment shall not exceed Five Thousand Dollars (\$5,000.00) and the equipment shall be replaced when necessary and appropriate by the District as determined by the District. Employees who have been careless or negligent and/or have not exercised prudent judgment, whose equipment has been lost or stolen, shall be responsible for replacing the equipment. It shall be the responsibility of the employee to demonstrate that the loss of property was not the result of the employee's negligence.
- C.** The District will establish the position of Student Attendant to supervise students on buses and in cafeterias. The Student Attendant shall work a minimum of seven (7) hours a day.
- D.** The District will utilize Student Attendant positions when feasible.
- E.** Student Attendant positions will be offered to current employees prior to offering the position to someone outside the District.
- F.** When a current interested employee transfers to the Student Attendant position he/she will maintain their seniority and status.
- G.** District and the Association will establish a procedure to identify interested employees within sixty (60) days from ratification.

ARTICLE 17 NEW EMPLOYEES

A. The District and the Association agree that the participation of newly hired teaching assistants in a mandatory orientation is necessary to understanding the role and expectations of a teaching assistant and that such orientation has a positive impact on student achievement. New hires will attend a mandatory one-half day (2 ½ - 3 hours) orientation, either on a Superintendent Conference day at the beginning of the school year or within forty-five (45) days of their date of hire.

The District and the Association will collaboratively plan and implement the orientation. A Teaching Assistant Professional Development Committee will be convened, with representation, and/or input from the Special Education Department, the Teacher Center, SETRC, Personnel, STA and related practitioners, such as, but not limited to, teachers, teaching assistants and administrators.

Where a teaching assistant is hired after the beginning of the school year, such orientation will be scheduled on a staff development day or Superintendent's Conference day no later than forty-five (45) days after their date of hire. In the event that a staff development day or Superintendent's Conference day is not scheduled within forty-five (45) days of their date of hire, the Teaching Assistant Professional Development Committee will schedule an orientation outside the normal work day.

Teaching assistants who participate in a mandatory orientation outside the normal work day will be granted a one-half compensatory day (2 ½ - 3 hours). The request for compensatory time must be made to and approved by the building administrator. Every effort will be made to arrange for compensatory time to be used when students are not in the building.

B. It is agreed that each newly hired employee in the Unit shall serve a training period not to exceed twenty-six (26) weeks, and shall not be considered permanent until a formal job evaluation has been completed by the appropriate School District official with the exception of teaching assistants who are regulated by the Education Law.

C. It is agreed that any trainee in the Unit can be discharged at any time during the training period solely at the discretion of the District, and shall not have the right to seek relief pursuant to the Grievance and Arbitration Procedure of this Agreement with the exception of teaching assistants who are regulated by the Education Law.

ARTICLE 18 JOB SECURITY

A. Any permanent employee not eligible for protection under Section 3020 of the Education Law shall have the right to challenge any disciplinary action in accordance with the Grievance and Arbitration Procedure of this Agreement, only if such disciplinary action constitutes an unreasonable or arbitrary exercise of management's rights, as described in Article 4. The burden of conclusively proving that the School District acted unreasonably or arbitrarily shall rest with the employee, and unless such burden is sustained, the arbitrator shall have no authority to disturb or modify in any manner the action taken by the District.

B. An employee against whom the District brings such disciplinary action shall have the right to representation by an Association representative.

C. The District agrees to hold employees harmless from any financial loss, including attorneys' fees arising out of any claim, demand, suit or criminal prosecution arising out of disciplinary action taken against any pupil in the District, or judgments by reason of any act, or omission to act, by such employees, within or without the school buildings, provided such employees, at the time of the act or omission complained of, were acting in the discharge of the employee's duties within the scope of the employee's employment, or under the direction of the District; provided, however, that the District shall be under no obligation to satisfy any financial or other penalty imposed upon an employee as the result of conviction of a criminal offense. It is further understood and agreed that the liability of the District, as set forth in this Section, shall be coextensive with, but shall not exceed, the liability as set forth in Sections 3023 and 3028 of the Education Law.

1. Notice of Claim – The District shall not be subject to the duty imposed in Paragraph C of this Article, however, unless the employee involved shall, within ten (10) days of the time the employee is served with any summons, complaint, process, notice, demand or pleading, deliver the original, or a copy of the same, to the Superintendent.

2. Notice of Incident – The District shall not be subject to the duty imposed by Paragraph C of this Article unless the employee involved shall, within ten (10) days of an occurrence which, reasonably, could be expected to result in a claim or complaint, notify the Superintendent, in writing, of the facts of said occurrence so that a timely investigation may be conducted by the District. Nothing contained herein shall be construed as a bar to an employee’s exercising rights under Section 3023 of the Education Law or any other statute or regulation as may apply, nor shall it be construed as a bar to the District and the Association agreeing to waive the provisions of this Paragraph.

D. Assignments and Transfers of Teaching Assistants, School Monitors and School Sentries:

1. In making assignments or transfers, the convenience and wishes of the employee will be honored to the extent they do not conflict with the best interests of the District and the students.

2. Employees, other than newly appointed employees, will be notified of the schools to which they will be assigned, as soon as practicable, and under normal circumstances, not later than August 15.

3. When administrative transfers, other than necessitated by overstaffing, an employee’s area of competence, quality of performance, length of service in the District, the need for equitable distribution of experienced and inexperienced staff in all schools, and other matters related to the best interests of the District and students will be considered in determining which employees are to be transferred. Where a situation of over-staffing exists the least senior employee in the over-staffed building will be transferred, unless an employee with more seniority volunteers to be transferred.

4. Administrative transfers shall be made according to the following procedures:

a. During the school year and at other times, when feasible, an administrative transfer will be made only after consultation between the employee involved and his/her Principal or Supervisor.

b. An employee shall be notified of the reasons for any transfer. In the event the employee objects to the transfer, and so requests, the Association will be notified. The Superintendent, or his/her designee, will meet with the member and the Association’s representative and the employee to discuss the transfer. If a mutually satisfactory solution is not reached, the decision of the Superintendent or his/her designee shall be final.

c. Any employee being administratively transferred shall be advised of any open positions in other schools. Employees may request the positions to which they desire to be transferred. Their preference shall be one of the factors considered in making the transfer.

5. Voluntary transfers: Employees may request a transfer to another school or to another position within the school to which they are assigned under the following conditions:

a. Employees who wish to transfer to another school may inquire at any time to ascertain the possibility of such vacancy in the following year and file a written statement of such interest with the Director of Personnel, ordinarily not later than March 1st. Request for transfer should be made on a form available in the Principal's office as early as possible to receive consideration when the building organizations are being planned. Such statement will include the schools and grade levels (if there is a grade preference) to which the employee desires to be transferred in order of preference. Upon request, all applicants for voluntary transfer will be kept apprised of the status of their application.

b. In order to match the needs of students with interests and skills of the employees, the District will, on or about April 1st, publish a list of employees who request voluntary transfers. To be included on this list, the employee's request for transfer must be received by March 1st. By June 15th, the District will also publish an addendum to the April 1st transfer list to include the names of those additional employees who request voluntary transfers between March 1st and June 1st. Each updated list will replace previous lists and all requests for voluntary transfers will remain active for one (1) year from the publication date of the list on which the employee's name first appears.

c. Employees on the transfer list will be notified of vacancies within five (5) days, and be given an interview when feasible. The District will post at Central Office and in school buildings the vacancies, and provide those postings to the Association. Employees will have school days to respond to the postings. Interviews will be given when feasible. Vacancies between August 5 and September 15 may have a shorter response period. Postings will be updated weekly or more often as needed.

d. It is understood that employees will retain rights to their current positions until they have accepted the offer of a voluntary transfer to another position; any such right shall cease to exist once the offer has been accepted.

e. Assignment changes within the building to which the employee is currently assigned: In January Building Principals will distribute requests for alternate assignment forms. Employees desiring reassignment within the building shall submit such forms to the Principal with reasons for the request. During the school year, if the Principal anticipates an opening, such openings will be posted in the staff room of that building. Employees interested in the opening will discuss the opening with the Principal. Should other openings or assignments within the building occur during the summer, Building Principals will contact employees who have submitted an alternate assignment form specifying a wish for that type of assignment.

f. As resignations and retirements within the job title are received, transfer requests on file with the Director of Personnel will be considered before other applicants are employed to fill existing vacancies.

g. Each transfer request shall be valid for one year. The Director of Personnel shall consider all requests for transfers when making initial assignments or in reorganizations as may appear feasible and appropriate.

h. Written notice of transfer will be given to the employee as soon as practicable, and, under normal circumstances, not later than August 15.

i. When a request for transfer has been granted, that transfer shall not be revoked except with the consent of all parties concerned in such transfer, or unless the revocation is necessary as the result of circumstances causing reorganization.

E. Bus Attendants interested in particular bus runs shall submit a letter of interest to the Transportation Department.

F. Bus Attendants may in June submit a written request for desired bus routes for the next school year, listing top two choices. In making assignments, the District shall consider many factors, including but not limited to, attendance, work performance, special needs and circumstances of the students being served and the seniority of the employee making the request. If an employee believes that his/her request has been unreasonably denied the employee, as a sole means of recourse, shall be entitled to meet with the Director of Transportation and/or the Director of Personnel to discuss the assignment.

A Bus Attendant may be removed from an assigned route at any time and shall be provided with a reasonable explanation for reassignment in writing.

ARTICLE 19 REDUCTION IN FORCE

A. When conditions make it necessary to reduce the bargaining unit by means of temporary and/or permanent layoff, the determination as to which jobs and/or individuals are to be eliminated shall be within the sole discretion of the Superintendent or the Superintendent's designee. In making such a determination, seniority shall be the determining factor if such factors as ability and qualifications, special training, experience in required tasks, performance on the job, evaluation reports, etc., are equal. Seniority shall be defined as continuous length of service since the last date of hire by the District within job classification consistent with appropriate State Law and Regulations. The job classifications for seniority purposes shall be as follows: teaching assistant, school monitor, bus attendant and separately, each such position within the Comprehensive Employment and Training Act, or any successor program.

B. All employees except teaching assistants who lose their jobs as the result of a reduction in force shall be placed on a preferential rehire list for a period of one year. In the event there is a recall to work, employees on the preferential list will be offered, in order of seniority as determined on the list, job openings within their job classification for which they are available and qualified. The Superintendent of Schools or designee will determine whether or not an employee on the preferential list is qualified, taking into consideration such factors as experience in required tasks, performance on the job, ability and qualifications.

C. The rights of teaching assistants in the event of a reduction in force shall be consistent with the provisions of State Education Law.

D. All employees employed by the District on or before July 1, 1975, as teacher aides or teaching assistants who previously worked as teacher aides and accrued seniority in that job classification shall not lose any accrued seniority as a teacher aide as the result of their transfer into the position of teaching assistant.

There shall be no other exercise of seniority across job classifications or “bumping” within the bargaining unit in the event of reduction in force.

ARTICLE 20 **COLLABORATION**

The Superintendent or his/her designee shall meet at mutually agreeable times with representatives from the unit to discuss concerns related to the implementation of this Agreement and District policies and procedures which affect the bargaining unit. The parties may develop written procedures to further clarify the implementation of this Agreement and/or execute a Memorandum of Understanding that may modify specific terms. However, the purpose of these meetings is to discuss and resolve such matters as may arise and does not require either party to renegotiate the terms of this Agreement.

ARTICLE 21 **SCHOOL SENTRY**

“School Sentry” is a competitive civil service position, and the parties will follow the job description prescribed by the Civil Service Commission. The parties agree that all requirements of the position, including physical capabilities, will be commensurate with the current Civil Service job description and qualifications.

A. Hours and Wages

1. The parties agree that School Sentry will be a 10 month position which may also require extension of service during the summer months.
2. The District will determine its staffing needs for each summer extension period and assign staff accordingly.

Extension of service will be for a period of at least 3 to 8 weeks (July and/or August), including, but not limited to, the period of summer school (i.e. 6 weeks during July and August).

The District will solicit employee preferences for either July, August, and/or Summer School and will accommodate employee preferences to the extent possible, but seniority (as defined below) will be the deciding factor in the event of a conflict.

3. The District will determine how many School Sentries are needed on each shift, their duty stations, and specific duties within the “Typical Work Activities”.

A full time shift will consist of an 8 hour day inclusive of one half hour paid lunch and two fifteen minute breaks. Established shifts will be 7 a.m. to 3 p.m., 9 a.m. to 5 p.m., or 3 p.m. to 11 p.m. Shifts may be both school specific and mobile. Shifts will not be regularly rotating or alternating, except with the expressed willingness of the employee(s), but may be adjusted as necessary to meet the needs of the District, such as when a change in arrival and/or dismissal times occur.

4. If the District determines the need for School Sentry staff during school break periods (Thanksgiving recess, Holiday recess, Midwinter recess, Spring recess) such positions will be filled on a voluntary basis. Should there be multiple volunteers for a break period assignment, they will be placed on a volunteer list in order of seniority within each building or duty station. Break period work will be offered to the most senior employee and then to the next senior and so on until a person accepts the position. Once a person works a break period, he/she will be rotated to the bottom of the volunteer list. Time worked during school breaks will be paid at the employee's current hourly rate with the exception of holidays that occur during break week (Thanksgiving, Christmas Eve, Christmas Day, New Years Day, Presidents Day) which will be paid at the rate of time and one-half (1 ½) times the employee's current hourly rate.
5. When the District determines that overtime is necessary (in excess of 40 hours), it shall be awarded by seniority on a voluntary rotating basis as described above. In the event that no employee volunteers for available overtime, it shall be mandated according to inverse seniority among all employees. Overtime will be paid at the rate of time and one-half (1 ½) times the employee's current hourly rate. Schedules will not be changed or rearranged to avoid the payment of overtime (see Article 8, Section B).

Employees who wish to be offered overtime (daily) or extension of service (during school breaks) must sign a voluntary list each semester. Overtime will only be mandated if no volunteers can be found.

6. The District agrees to pay a shift differential of \$.25 per hour for all hours of work after 5 p.m.

B. Driver's License

All qualified candidates will possess and maintain a valid New York State driver's license. It is anticipated that the District will provide patrol cars for mobile assignments. In the unlikely event that travel is required using a personal vehicle during normal work hours, the employee will be reimbursed at the current IRS rate. Requests for mileage reimbursement shall be submitted at least quarterly. The District will indemnify and hold each employee harmless for any accidents or incidents during working hours.

C. Uniforms and Equipment

1. The District will provide a School Sentry uniform that will be required apparel. The District will provide an allowance to employees to have uniforms cleaned on a weekly or as needed basis (see Appendix 1).
2. School Sentries will be responsible for maintaining acceptable standards of personal cleanliness and neatness in uniforms.

D. Supervision

School Sentries will work under the direct supervision of the Principal in their assigned school buildings and under the general supervision of the Director of School Safety and Security.

E. Seniority

The provisions of Civil Service Law govern employee seniority, however, the parties agree that unless otherwise determined by Civil Service Law, all seniority accrued as a School Monitor within Unit 8 to date shall follow the employee (where applicable) into the new position; otherwise seniority is established by hire date, and in the event of a tie, order of board appointment will control.

**ARTICLE 22
GRIEVANCE AND ARBITRATION PROCEDURE**

A. Declaration of Purpose:

The purpose of this Grievance Procedure is to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees through procedures under which they may be presented free from coercion, interference, restraint, discrimination or reprisal, and by which the Board and its employees are afforded adequate opportunity to dispose of their differences by procedures available within the District.

B. Definitions:

1. For the purpose of this Agreement, a “grievance” shall be defined as a dispute or controversy involving the interpretation and/or application of the express terms of this Agreement. It is understood and agreed that this Article shall not be a substitute for any other appropriate action or conditions of this agreement. However, in the event any employee elects to invoke such alternative statutory relief it shall be considered to be a waiver of the right to grieve under this Article.
2. “Supervisor” - any Supervisor including building administrators responsible for the area in which a grievance arises, except for the Superintendent.

3. "Superintendent" - the Superintendent of Schools.
4. "Association" - the Syracuse Teachers Association.
5. "Representative" - a representative of the Syracuse Teachers Association.
6. "Aggrieved party" - any employee(s) in the Unit filing a grievance.
7. "Party in interest" - the Grievance Committee of the Association and any party named in a grievance whom is not the aggrieved party.
8. "Hearing Officer" - any individual or board charged with the duty of rendering decisions at any stage on grievances. The hearing officer, at all times, shall have the right to question witnesses.
9. "Days" - school days under this Article.

C. Procedures:

1. All grievances shall be filed according to established procedures. If events or conditions affect a group of employees, the Association may choose to file a consolidated grievance. If a number of grievances arise which contain common questions of fact, they may be consolidated and processed as one grievance, except where such consolidation may prejudice the rights of any party.
2. The preparation and processing of grievances, insofar as practicable, shall be conducted during hours of employment. All reasonable effort will be made to avoid interruption of work and/or involvement of students in any phase of the Grievance Procedure. There shall be no extra pay to any employee for time spent in preparation and processing of a grievance during non-school hours.
3. The District and the Association agree to facilitate any investigation, which may be required, and to make available material and relevant documents, communications, and records concerning the grievance.
4. The grievant and Association shall have the right to be heard at all stages of the grievance process. All documents, communications, and records dealing with the processing of a grievance, shall be filed separately from the personnel files of the participants, except for the award of settlement when applicable to the employee.
5. Nothing contained herein will be construed as limiting the right of any employee to discuss any matter informally with any appropriate member of the Administration and having the matter informally resolved without recourse to the Grievance Procedure, provided that such resolution shall not create a precedent binding upon the parties in similar matters.
6. The Superintendent or his/her designee shall be responsible for accumulating and maintaining an official grievance record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes, and/or notes or testimony, as the case may be, written arguments and briefs considered at all stages. The official grievance record shall be available for inspection and/or copying by the aggrieved party, the Association, and the District, but shall not be deemed a public record.

7. Nothing contained in this Article or elsewhere in the Agreement shall be construed to permit the Association to present, process, or appeal a grievance involving discipline of the employee on behalf of any employee without his/her consent.

D. Time Limits:

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
2. No written grievance will be entertained, and will be deemed waived, unless forwarded at the first available stage within thirty (30) school days after the employer knew, or should have known, of the act or condition on which the grievance is based.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
4. Failure at any stage of the Grievance Procedure to communicate a decision to the aggrieved party, and/or the Association, within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
5. If a grievance is filed within sixty (60) days prior to the end of a school year, the parties shall condense the grievance to provide for the completion of all pre-arbitration stages prior to the opening of school.

E. Stages

1. Stage 1 – Supervisor

- a. An employee and/or his/her representative shall informally discuss the grievance with the Supervisor within the thirty (30) day time limit. The Supervisor shall propose a resolution or deny the grievance within five (5) days.
- b. If the grievance is not resolved informally, it shall be reduced to writing and sent to the Supervisor within ten (10) days. Within five (5) school days after the written grievance is received, the Supervisor shall render a written decision to the employee and Association representative.
- c. If the grievance involves a claim to which the Supervisor has been informed and which the Supervisor lacks the authority to resolve, it may be brought directly to Stage II.

2. Stage 2 – Superintendent

- a. If the grievance is not resolved at Stage 1, the Association may appeal to the Superintendent within ten (10) days after receipt of the decision from the Supervisor.

- b. Within fifteen (15) days after receipt of the appeal, the Superintendent, or his/her representative, shall meet with the Association to review the relevant facts and circumstances of the grievance. The Association shall have the right to bring the aggrieved employee(s) to this meeting.
- c. The Superintendent or his/her designee shall render a written decision to the Association within fifteen (15) days after the conclusion of the meeting.

3. Stage 3 – Board of Education

- a. If the grievance is not resolved at Stage 2, the Association may appeal the grievance to the Board of Education within ten (10) days of receipt of the Superintendent's (or designee's) decision. Within twenty (20) days of the receipt of the appeal, a Subcommittee of the Commissioners shall meet with the Superintendent (or designee) and the Association representative to review the relevant facts and circumstances of the grievance. The Association shall have the right to bring the aggrieved employee(s) to this meeting. The Subcommittee shall have the right to have Board Counsel in attendance.
- b. Within fifteen (15) days of the meeting, the Subcommittee of Commissioners shall render a written recommendation to the Superintendent and to the Association.
- c. Grievances involving termination of probationary appointments, grants of tenures and/or commencement of discipline or discharge of tenured/permanent employees shall not be subject to Stage 3, but may be moved directly to Stage 4 when applicable.

4. Stage 4 – Arbitration

- a. A grievance, which is not resolved at Stage 3, may be submitted by the Association to an arbitrator for decision. Notice of Demand for Arbitration shall be filed with the American Arbitration Association, Public Employee Relations Board and others agreed to by the Association and District within ten (10) days after receipt of the decision of the Superintendent or, where no decision has been issued as provided herein, three (3) days following the expiration of the time limits specified.
- b. Upon receipt of a list provided by the American Arbitration Association, Public Employee Relations Board and others agreed to by the Association and District, the parties will attempt to mutually designate an arbitrator, and will obtain a commitment from said arbitrator to serve. In the event that the parties cannot agree on an arbitrator from the first list submitted by the American Arbitration Association, Public Employee Relations Board and others agreed to by the Association and District, the parties shall follow the procedure set forth by the American Arbitration Association, Public Employee Relations Board and others agreed to by the Association and District for the designation of the arbitrator.
- c. If the parties mutually agree, an effort may be made to select an arbitrator other than from the American Arbitration Association, Public Employee Relations Board and others agreed to by the Association and District under circumstances

where complex educational issues are involved and where technical professional compliance in education seems to both parties essential to a resolution of the dispute.

- d. The selected arbitrator shall hear the matter promptly and issue a decision in accordance with the rules of the American Arbitration Association, Public Employee Relations Board and others agreed to by the Association and District. The arbitrator's decision shall be in writing and set forth findings of fact, opinion and conclusions on the issue(s) submitted. The arbitrator shall limit the decision strictly to the application and interpretation of the provisions of this Agreement, be limited to the issues or issues submitted for arbitration, and shall be without power or authority to make any decision:
 - (1) contrary to, inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable law or rules and regulations having the force and effect of law;
 - (2) involving Board discretion or Board policy under the provision of this Agreement, under Board bylaws or under applicable law, except the arbitrator may decide in a particular case based on a provision of this Agreement involving Board discretion or Board policy, whether the Board applied such discretion or policy in a manner which is arbitrarily or capriciously inconsistent with the general practice followed throughout the District in similar circumstances; or
 - (3) limiting or interfering in any way with the powers, duties and responsibilities of the Board under its bylaws, applicable law, and rules and regulations having the force and effect of law.
- e. The decision of the arbitrator, made in accordance with the jurisdiction and authority under this Agreement, shall be final and binding.
- f. The Board agrees it will apply the decision of an arbitrator sustaining a grievance to all substantially similar situations which occur under the contract provision(s) at issue. The Association agrees it will not initiate or continue or represent any employee in any grievance which is substantially similar to one which has been denied by the decision of an arbitrator.

General Provisions:

1. The Association and the District shall share all costs arising out of the administration of this Article beyond Stage 2 equally.
2. The formal rules of evidence shall not apply in the administration of this Article.
3. Any party in interest may receive a copy of any record made at any stage of the Grievance Procedure upon written request and by paying for the cost of reproduction. No full transcript may be required at any stage of this procedure, with the exception of the arbitration stage. The decision as to the nature of the record kept at the arbitration stage shall be at the discretion of the arbitrator. The Association at Stage 2 may file no grievance if it is resolvable at Stage 1. The Association shall not have the right to process such a grievance beyond Stage 1 without exhausting the remedies available at Stage 1.

4. All parties in any way involved in the processing of a grievance shall have the opportunity to enter into the record any claim of error in the minutes, as provided in subsection C.12 of this Article.
5. The time limits specified in this Article shall commence at the normal hour for the opening of business on the business day next following the event or occurrence, which caused the time period to begin.
6. The Association has the right to initiate or appeal a grievance involving alleged violation of the express terms and conditions of this Agreement.
7. Any grievance based on a complaint that an employee's salary has been miscalculated, or that the employee has been denied salary payment to which the express terms of this Agreement entitle him/her, shall be filed directly with the Deputy Superintendent for Business & Operations, or his/her designee, and shall next be appealed to the Superintendent. In such cases, the provisions of the general procedures relating to Stage 1 shall apply to the presentation and adjustment of the grievance at the level of the Deputy Superintendent for Business & Operations. The time limits and other requirements established for all other grievances shall apply in such cases with the exception, however, that if an Association representative of the employee processes the grievance, or an attorney when the grievance is in the arbitral stage, the employee need not be present at any conference. The provisions of this Article relating to Stage 2 shall apply to any appeal to the Superintendent from a decision of the Deputy Superintendent for Business & Operations.
8. In the event a dispute arises in which the Superintendent or the Board alleges the express terms of this Agreement have been violated by an employee, a group of employees, or the Association, the District may in its discretion initiate a grievance with the employee, group of employees, or Association, as the case may be, or pursue any other available remedy. In such cases, when the District elects to file a grievance with the Association or an employee or group of employees, the provisions of the general procedures relating to Stage 1 shall apply to the presentation and adjustment of the grievance at the level of the employee, group of employees, or the Association, as the case may be. If the grievance is not resolved, the District or the Association may refer the matter to arbitration, subject to all of the express procedures, time limits, and other provisions relating to arbitration contained in this Article, or elsewhere in this Agreement.
9. It is the intention of the parties to provide for representation of any employee individually or by Association representative, except when otherwise provided by law. Consequently, an officer, agent, or member of a competing teacher organization may represent no party in interest at any stage of the Grievance and Arbitration Procedure. When the Association does not represent an employee, the Association shall have the right to be present and to state its view at all stages of grievance processing.

**ARTICLE 23
GENERAL CONSIDERATIONS**

- A.** Neither party to this Agreement shall attempt to make any alterations, modifications, changes, or variations to any of the items expressly and specifically covered by this Agreement, except those that are made by mutual agreement signed and appended hereto.
- B.** In the event that any Article or Section of the Agreement shall be determined by a court of competent jurisdiction to be null, void, or unenforceable, such decision shall not affect any of the other provisions of this Agreement which shall continue in full force and effect.
- C.** No employee shall suffer a reduction in rate in the job classification in which the employee is working as a result of the execution of this Agreement.

**ARTICLE 24
WORK RULES**

- A.** Any and all employees in the Unit shall be subject to the direct supervision of their building administrator or assigned program Supervisor, and to the general supervision and direction of the District's Personnel Department.
- B.** Absence Procedure for School Based Personnel

Whenever it is necessary for an employee to be absent from duty it shall be the employee's responsibility to notify designated superior so that the workload can be adjusted accordingly. It is the employee's responsibility to keep the immediate superior or Supervisor informed as to when the employee will be available for duty. If the employee does not notify the immediate superior or 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. All members of the Unit shall abide by the provisions issued by the Superintendent of Schools at the beginning of each school year with respect to requesting excused absence from duty.

- C.** 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 designated representative for such action as may be deemed necessary.

- D.** Confidential Information

1. General Statement – From time to time, members of the Unit have 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:

- a. Damage the lives of students.
- b. Cause unnecessary embarrassment to students, as well as their families.
- c. Violate state, local or federal law or regulation as regards to such information.

2. 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 policy reports, court records, I.Q.'s, etc. should be kept under lock and key. Furthermore, such information and circumstances shall never be discussed in open offices where others may overhear such discussion.

3. Violations – An employee of the Unit who deliberately releases to unauthorized personal information which the employee has been told, or which through office practice or obvious visible notations, any reasonable person would know is confidential, may be subject to dismissal at the discretion of the Superintendent of Schools.

E. Employees covered by the terms and conditions of this Agreement shall comply with all the rules and regulations promulgated by the Superintendent of Schools and the Board of Education.

F. 1. Teaching Assistants and Teaching Assistant Substitutes (Certified Building Substitutes) who are required to perform substitute services for a regular teacher for two or more hours in any work day shall receive the stipend for approved substitute duty contained in Appendix I of this Agreement for at least one-half day. If such substitute duty is for more than one-half of the work day, payment for such substitute work shall be consistent with existing practice.

2. Where a teaching assistant substitutes for a teacher for a minimum of one (1) hour and for less than two (2) hours during regularly scheduled teacher activities, such as but not limited to SBIT, Mentoring, PST, CSE, Site-Based Professional Development, and Team Leadership, the teaching assistant shall submit a separate time card with the cumulative hours of substitution, signed by the Principal, on a monthly basis. Compensation for accumulation of two-hours of substitution will be consistent with the above section, and over one-half of the workday, payment for such substitute work shall be consistent with existing practice. Activities such as meeting with parents, non-recurrent meetings with Principals and other staff are not covered by this section.

G. Any employee authorized in writing and in advance by an immediate Supervisor to drive the employee's personal vehicle on District business shall be reimbursed at the then current

Internal Revenue Service mileage rate. All claims for mileage reimbursement shall be made in accordance with existing District policy.

H. Research has shown that the wearing of a uniform readily identifies members of a school's security staff. The District and the Association agree that providing the highest level of safety for students, staff and visitors is a priority. To enhance school safety and security the District's Department of Security and Safety will provide school monitors with standardized uniform shirts and a jacket. School monitors are required to wear the issued uniform items during their hours of work.

Each monitor will be provided 5 (five) shirts and 1 (one) jacket. The shirt is to be worn as the outermost garment during the workday. When the issued jacket is worn, it shall be worn as the outermost garment, over the issued shirt, not in lieu of the shirt. The Director of Security and Safety shall be the sole authority to waive the uniform requirement

The monitors will be responsible for the proper care of the items. When shirts and/or jackets are identified as being beyond their normal wear life cycle, or have been damaged in the performance of duties the District will replace said clothing.

ARTICLE 25 EMPLOYEE EVALUATION

Both the District and the Association agree that all employees shall be regularly evaluated in order that the District and the individual employee will have an accurate and timely appraisal of performance. The following policy shall govern all employee observation and evaluation:

A. An employee will be given a copy of any written class visit or evaluation report prepared by the employee's Principal and/or Supervisor. No performance appraisal report shall be submitted to central administration, placed in an employee's file, or otherwise acted upon, without a copy to the employee.

B. Each employee will have the right, in accordance with procedures established by the Personnel Department and in the presence of the Director of Personnel or designee, to review, and copy, the contents of the employee's complete personnel file, with the exception of confidential recommendations. An employee will be entitled to have a representative of the Association accompany the employee during such review.

C. With the exception of confidential employment recommendations, an employee shall receive a copy of all entries made in the employee's personnel folder. In any instance where an entry is made in a personnel folder with which the employee disagrees, or takes exception, the employee shall have the right to file a written statement in the employee's behalf, with copies to all parties concerned, and such statement shall become an attachment to the said entry, and shall become a permanent part of the personnel record of the employee.

D. Forms used to evaluate Unit employees shall be jointly developed by the Association and the District. Within six (6) months of ratification of this Agreement, the Syracuse City School

District and the Syracuse Teachers Association will meet to revise evaluation forms and clarify procedures.

ARTICLE 26 IN-SERVICE TRAINING

Teaching Assistants may apply to the Director of Personnel, or his/her designee, for the granting of salary credit after completing District sponsored in-service courses (such as courses offered through the Teacher Center, SETRC, Site-Based Courses) or other approved in-service courses.

Teaching Assistants may apply to the Director of Personnel, or his/her designee, for the granting of salary credit for in-services opportunities offered by agencies or organizations not connected with either the District or institutions of higher learning. Said in-services must meet the criteria established by the District Professional Development Committee. Application to this committee shall be made not later than thirty (30) days prior to the commencement of the course in question and no such credit shall be granted retroactively.

No salary adjustments shall be made for in-service courses offered during the normal workday.

The responsibility for making the written request and obtaining evidence of in-service course completion rests with the member. To apply for a salary credit the member shall obtain Request for Salary Adjustment form from school's office. The member shall submit the completed Request for Salary Adjustment and evidence of completion of in-service course to the Personnel Department.

Request for salary adjustments and proof must be received in the Personnel Department on or before November 15th to entitle the member to receive retroactive salary adjustment effective September 1st of that school year for work completed during the prior summer semester. Similar documentation must be received on or before September 1st for courses completed during the prior spring semester to entitle members to receive retroactive salary adjustment effective September 1st. Similar documentation must be received on or before June 15th to entitle the member to receive retroactive salary adjustment effective February 1st of that school year for work completed during the prior fall semester.

The Personnel Department shall acknowledge receipt of the Request for Salary Adjustment within fifteen (15) working days by returning to the member the lower portion of the adjustment request form. If such acknowledgement is not received within fifteen (15) working days, the member shall inform the Personnel Department of that fact, in writing, on or before the September 1st, November 15th or June 15th dates, as the case may be.

The member's salary credit shall be effective the beginning of the payroll period following the submission and approval of evidence of in-service course.

ARTICLE 27 CAREER LADDER

The purpose of the Career Ladder is to provide full time employees the opportunity to further their education by taking college courses and/or obtaining a college degree in an area of study or discipline that could lead to career advancement within the District. Employees must be accepted in a District approved program leading to a degree.

A. Master's or Bachelor's Study:

1. Employees will receive up to twelve (12) hours of paid tuition per fiscal year (July 1 – June 30) at the State University of New York or Community College tuition rates. The maximum number of hours (graduate and/or undergraduate) paid by the District by all provisions of this contract will not exceed twelve (12) hours unless the employee is participating in a paid sabbatical leave as provided below.

2. The District will pay tuition costs directly to the college/university as long as the employee maintains a B average for graduate courses or a C average for undergraduate courses.

If a B/C average is not maintained the employee must reimburse the District the amount the District paid the college for that course or pay for his/her next college course. If the employee maintains the appropriate B/C average on a subsequent course he/she may submit the official transcript and receipt for the course to the Career Ladder Coordinator for reimbursement at the SUNY or community college tuition rate.

The employee will be eligible to have future tuition costs billed directly to the District upon completion of either process described in the above paragraph.

3. To remain eligible for the Career Ladder the employee must submit final grades for each course to the Career Ladder Coordinator.

4. The Career Ladder Coordinator will provide guidance and assistance.

B. Reimbursement of tuition costs

The District shall reimburse full time employees tuition costs for courses at accredited New York State Community Colleges, State University of New York and other accredited colleges and universities which have been approved in writing, in advance by the Career Ladder Coordinator subject to the following:

1. Reimbursement shall not exceed the undergraduate tuition rate of the State University of New York or Community College. In no instances shall reimbursement exceed the actual cost to the employee.

2. The course must require a minimum of thirty (30) clock hours of attendance.

3. The District will not reimburse tuition costs for any course taken during hours the employee is being paid by the District.

4. The employee must submit an official transcript indicating a grade of at least B for graduate courses and C for undergraduate courses and a receipt for the course to the Career Ladder Coordinator to receive tuition cost reimbursement.

C. Sabbatical Leave with Pay

1. Employees with three (3) years of continuous service in Unit 8 and approved by the District are eligible for paid sabbatical leave.

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

3. The maximum number of hours paid for by the District for tuition for an employee while on a sabbatical leave will not exceed thirty (30) hours, 15 hours per semester, inclusive of tuition costs for which the district is direct billed. (see A.2. above).

4. The maximum number of employees eligible for this leave at any time shall not exceed six (6) full-time employees. If there are more applicants than paid leaves available the more senior applicants will have preference. Seniority for this purpose shall be defined as years of service within District job title.

5. Six (6) paid sabbatical leaves are available each year. Leaves will be granted on the basis of seniority within District job title. Sabbatical pay options are as follows:

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

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

7. Employees who have received a sabbatical leave must work a minimum of five (5) school years for the District subsequent to the leave. If the employee is capable of, but does not wish to continue employment in the District for the five (5) year period, the employee must reimburse the District for all salary paid during the sabbatical leave. If the employee completes less than five (5) years, reimbursement due to the District will be prorated for each year of completed service. The Superintendent, at his/her sole discretion, may waive reimbursement if the employee can substantiate that compelling personal reasons, beyond the employee's control, render the employee unable to complete this commitment.

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

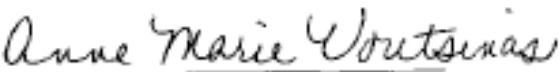
**ARTICLE 28
LENGTH OF AGREEMENT**

A. The provisions of this Agreement shall be effective as of July 1, 2007, and shall remain in full force and effect up to and including June 30, 2011, and shall be renewed automatically from year to year thereafter unless written notice of desire to terminate or modify is given by either party to the other on or before the expiration date.

B. Duplicate copies of this Agreement shall be made at the expense of the School District and a copy given to each new employee within two (2) weeks of their employment.

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 PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

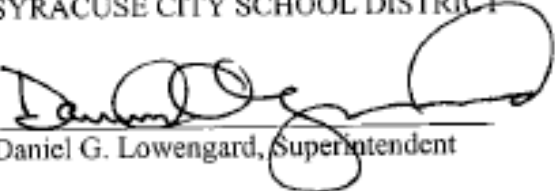
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 30th day of March, 2009. UNIT 8 (ASSISTANTS AND ATTENDANTS).



Anne Marie Voutsinas
President, Syracuse Teachers Association, Inc.



Nancy Juliano
President, Unit 8 (Assistants & Attendants)

SYRACUSE CITY SCHOOL DISTRICT


Daniel G. Lowengard, Superintendent

**APPENDIX 1
SALARY SCHEDULE – UNIT 8**

Annual Hire Rate	2007-2008	2008-2009	2009-2010	2010-2011
Teaching Assistant	17,772	18,127	18,490	18,860
School Monitors	16,090	16,412	16,740	17,075
Bus Attendants – Hourly Rate	10.09	10.29	10.50	10.71
School Sentries	25,056	25,557	26,068	26,589

Annual Job Rate	2007-2008	2008-2009	2009-2010	2010-2011
Teaching Assistant	21,182	21,182	21,606	22,038
School Monitors	19,241	19,241	19,626	20,019
Bus Attendants – Hourly Rate	12.07	12.07	12.31	12.56
School Sentries	25,556	26,056	26,556	27,087

	2007-2008	2008-2009	2009-2010	2010-2011
Refugee Translators	11.50	11.75	11.75	11.75

Longevities		2007-2008	2008-2009	2009-2010	2010-2011
Teaching Assistant	5 years	400	400	400	400
	7 years	250	250	250	250
	10 years	600	600	600	600
	12 years	250	250	400	400
	15 years	600	600	600	600
	17 years	250	600	600	600
	20 years	450	600	600	600

Longevities		2007-2008	2008-2009	2009-2010	2010-2011
School Monitors	5 years	330	330	330	330
	10 years	540	540	540	540
	15 years	450	450	600	600
	17 years				250
	20 years	450	600	600	600

Longevities		2007-2008	2008-2009	2009-2010	2010-2011
School Sentry	5 years				400
	10 years				600
	15 years				600
	20 years				600

Longevities		2007-2008	2008-2009	2009-2010	2010-2011
Bus Attendants	5 years	.35/hr	.35/hr	.35/hr	.35/hr
	10 years	.40/hr	.40/hr	.40/hr	.40/hr
	15 years	.27/hr	.27/hr	.27/hr	.27/hr
	20 years	.42/hr	.42/hr	.42/hr	.42/hr

July 1, 2007 – June 30, 2008

4% salary increase for all members except School Sentries
3.1% salary increase for School Sentries (.9% covers job rate costs)
Effective 9-1-07 - salary credit for in-service - \$255
Effective 2-1-08 – salary credit for in-service - \$275
“Red Circle” rates – increase by 4% July 1, 2007 for teaching assistants.

July 1, 2008 – June 30, 2009

4% salary increase for Bus Attendants
3.3% salary increase for Teaching Assistants and Teaching Assistant Substitutes (.7% covers longevity increases)
3.3% salary increase for School Monitors (.7% covers longevity increases)
2.1% salary increase for School Sentries (1.9% covers job rate costs)
“Red Circle” rates – increase by 3.3% July 1, 2008 for teaching assistants
Stipend for approved substitute duty – unit members, including teaching assistant/substitutes and teaching assistants, who are approved by the Board of Education to act as substitute teachers, shall receive a stipend of \$31.00 per day effective July 1, 2008.

July 1, 2009 – June 30, 2010

4% salary increase for Bus Attendants
3.6% salary increase for Teaching Assistants and Teaching Assistant Substitutes (.4% covers longevity increases)
3.5% salary increase for School Monitors (.5% covers longevity increases)
2.1% salary increase for School Sentries (1.9% covers job rate costs)
“Red Circle” rates – increase by 3.6% July 1, 2009 for teaching assistants
Stipend for approved substitute duty – unit members, including teaching assistant/substitutes and teaching assistants, who are approved by the Board of Education to act as substitute teachers, shall receive a stipend of \$32.00 per day effective July 1, 2009.

July 1, 2010 – June 30, 2011

4% salary increase for Bus Attendants
4% salary increase for Teaching Assistants and Teaching Assistant Substitutes
3.2% salary increase for School Monitors (.8% covers new 17 year longevity)
2.4% salary increase for School Sentries (1.6% covers new longevities)
Stipend for approved substitute duty – unit members, including teaching assistant/substitutes and teaching assistants, who are approved by the Board of Education to act as substitute teachers, shall receive a stipend of \$33.00 per day effective July 1, 2010.

“Red Circle” rates – increase by 4% July 1, 2010 for teaching assistants

Longevity Stipend:

Longevity stipends are automatically added to salary after completion of the specified years of service and upon verification of entitlement by the Personnel department. Employees who work less than full time and are eligible will receive prorated longevity stipends.

Effective July 1, 2008 longevity stipends for assistants and monitors shall be \$600.00 for each five (5) years of additional service, commencing with the 21st year. Longevity stipends for attendants shall be \$.42 per hour for each five (5) years of additional service commencing with the 21st year.

Effective July 1, 2010 longevity stipends are established for school sentry positions after completion of every five (5) years of service. The longevity stipends for each five (5) years of additional service shall be \$600.00 commencing with the 21st year.

In a year when a longevity stipend is initially earned such stipend will not be increased by any percentage raise for that year. In succeeding years, percentage raises are applied to stipends earned in a previous year.

Teaching assistants and teaching assistant substitutes who become tenured will receive a \$200.00 tenure stipend to be added to salary. Such stipend shall be granted only once and shall become part of the base salary.

All teaching assistants and teaching assistant substitutes who possess applicable New York State Certification shall receive a certification stipend of \$500.00. Such stipend shall be granted only once and become part of the base salary.

UNIFORM ALLOWANCE

Effective September 1, 2006, School Sentries shall receive a uniform cleaning allowance in the amount of Four Hundred Sixty Dollars (\$460.00) per school year, paid at the rate of Forty-six dollars (\$46.00) per month. This cleaning allowance will be paid on a quarterly basis. Sentries working extension of service will be provided additional cleaning allowances depending on the number of weeks worked.

C. Sick Leave Conservation Incentive Plan**1. Eligibility**

To be eligible for the Sick Leave Conservation Incentive Plan, an employee must have been employed by the District a minimum of fifteen (15) years, be eligible for retirement benefits under the New York State Employees Retirement System, and have reached age 55, prior to the effective date of retirement. (Employees retiring prior to age 55 because of disability are excluded from this benefit).

2. Irrevocable Letter of Resignation

An eligible employee must submit an irrevocable letter of resignation which is binding on the employee as of the date of the letter and will become effective once the resignation is accepted by the Board of Education. It is recommended that this irrevocable letter be submitted at least forty-five (45) days prior to the employee's last day of work.

3. Entitlement Computation

Entitlement for an eligible employee will be computed by multiplying the employee's accumulated and unused sick leave times 30% of the employees' day rate based on the salary including longevity being received at the time of retirement.

4. Payment

Payment will be made by separate check, but not to be considered part of the employee's regular compensation for the final year of employment. Under no circumstances will such additional early retirement payments be considered as part of the employee's regular salary for retirement benefit purposes.

5. Restoration of Paid Sick Leave

In the event that an employee, during the final year of service, exhausts the current paid sick leave allocation, sick leave days may be reclaimed from those used to compute the entitlement by petitioning the Director of Personnel to reduce the balance of the unpaid entitlement by the appropriate amount for each day so reclaimed.

HEALTH INSURANCE RATES

Rates change September 1st

2007-2008 Employee Contribution

Individual PER \$4,740 Family PER \$12,132

Salary	Level	%	Annual		Per Check*	
			Ind.	Family	Ind.	Family
<\$36,366	1	8	379.20	970.56	15.80	40.44
>\$36,367	2	10	474.00	1,213.20	19.75	50.55
>\$60,000	3	12	568.80	1,455.84	23.70	60.66
New >\$80,000	4	14	663.60	1,698.48	27.65	70.77
New >\$100,000	5	16	758.40	1,941.12	31.60	80.88

2008-2009 Employee Contribution

Individual PER \$4,668.00 Family PER \$11,952.00

Salary	Level	%	Annual		Per Check*	
			Ind.	Family	Ind.	Family
<\$36,366	1	9	420.12	1,075.68	17.51	44.82
>\$36,367	2	12	560.16	1,434.24	23.34	59.76
>\$60,000	3	14	653.52	1,673.28	27.23	69.72
>\$80,000	4	16	746.88	1,912.32	31.12	79.68
>\$100,000	5	18	840.24	2,151.36	35.01	89.64

2009-2010 Employee Contribution

** Individual PER \$5,529 Family PER \$14,151

Salary	Level	%	Annual		Per Check*	
			Ind.	Family	Ind.	Family
<\$42,052	1	9	497.61	1,273.59	20.73	53.07
>\$42,053	2	14	774.06	1,981.14	32.25	82.55
>\$60,000	3	16	884.64	2,264.16	36.86	94.34
>\$80,000	4	18	995.22	2,547.18	41.47	106.13
>\$100,000	5	20	1,105.80	2,830.20	46.08	117.93

2010-2011 Employee Contribution

** Individual PER \$5,971 Family PER \$15,283

Salary	Level	%	Annual		Per Check*	
			Ind.	Family	Ind.	Family
<\$42,052	1	10	597.10	1,528.30	24.88	63.68
>\$42,053	2	15	895.65	2,292.45	37.32	95.52
>\$60,000	3	18	1,074.78	2,750.94	44.78	114.62
>\$80,000	4	20	1,194.20	3,056.60	49.76	127.36
>\$100,000	5	20	1,194.20	3,056.60	49.76	127.36

2011-2012 Employee Contribution

** Individual PER \$6,449 Family PER \$16,506

Salary	Level	%	Annual		Per Check*	
			Ind.	Family	Ind.	Family
<\$42,052	1	10	644.90	1,650.60	26.87	68.78
>\$42,053	2	15	967.35	2,475.90	40.31	103.16
>\$60,000	3	18	1,160.82	2,971.08	48.37	123.80
>\$80,000	4	20	1,289.80	3,301.20	53.74	137.55
>\$100,000	5	25	1,612.25	4,126.50	67.18	171.94

* Based on 24 checks per year

** Estimate (Premium Equivalent Rate)

UNIT 8 INDEX

Adoption, leave for	14
Assaults, reports of	20
Assignments	23-25, 27, 39
Association activities	3
Labor Management	3
Building Committee	3
Bus Attendants	5, 7, 20, 25, 41-42
Calendar	6, 7, 11, 18
Call in procedures	13
Career Ladder	19, 37-38
Child Care Center	10, 19
Collaboration	3
Conferences, leave for	3
Continuing Education	19
Co-pay	9-10
Court appearance	14
Death	13
Dental insurance	9-10
District student behavior	4
Dues	2-3
Evaluations	22, 36
Extended sick leave	19
Family bereavement days (see death)	
Fringe benefits	8, 39
Grievance procedure	28-32
Health insurance	8-10
Holidays	6, 11, 27
In-service salary credit	37, 42
Jury duty	16
Lay-offs (reduction in force)	2, 5, 25
Leaves without pay	17
Lunch, duty free	6-7, 26
Mail Order Prescriptions	10
Maternity leave (see also child care)	10, 19
Mileage rate	5-6, 27, 35
Military service	17-19
Multiple school assignments	5-6
Orientation	22
Paycheck	5, 8, 13
Personal leave	14-15
Personnel folder	36
Pregnancy	12

UNIT 8 INDEX CONTINUED

Reduction in force	5, 25
Reimbursement:	
Loss of personal property	20
Tuition	38-39
Resignation	8, 24
Retirement	7-8, 10, 24
Sabbatical	19, 38-39
Salary:	8, 12, 15, 17, 33, 37, 39, 41-43
Daily substitute for teaching assistant	
Hourly rates	
New hires	
Stipends	
Refugee Translators	
School day	(See Work Day)
School Monitor	6-7, 36, 41-43
School Sentry	27, 43, 45
Seniority	21-28, 39
Severe weather	15
Sick leave	
Conservation	8
Personal illness	19
Staff development	6, 21
Cumulative Substituting	5-7, 13, 28, 35, 42-43
Summer School	13, 26
Summons	22
Temporary leaves	11
Transfer	23-26
Vacancy	19, 23
Vision Care	10
Work day (hours of work)	6-7, 11, 21, 35
Weather gear	20
Workers' Compensation	15-16