

#830750

AGREEMENT

BETWEEN

CITY SCHOOL DISTRICT

ROCHESTER, NEW YORK



JUN 30 1997

AND

BENTE/AFSCME

**LOCAL 2419
(AFL-CIO)**



JULY 1, 1996-JUNE 30, 2000

C. Those employees designated as Unit Stewards shall be allowed four (4) hours per week of released time without loss of pay for the following purposes:

- 1) To post Union notices.
- 2) To distribute literature.
- 3) Process and investigate grievances.
- 4) Solicit membership during other employees' non-working time.
- 5) Transmit communications authorized by the Union or its officers to the Board of Education or representatives.
- 6) Consult with Board representatives concerning the enforcement of any provisions of this Agreement.

D. The officers listed below of BENTE/AFSCME Local 2419 shall be provided released time as indicated below without loss of time or pay for Union business that cannot be transacted at times other than during the normal working day. Such released time shall be scheduled with the consent of the employee's immediate supervisor.

The President and the Secretary/Treasurer of the Union shall be provided with full released time from his/her present position in order for him/her to carry out Union duties and shall suffer no loss of pay or employment benefits while performing such duties during his/her term of office. The Union shall reimburse to the District a portion of such salary as is mutually agreed to at the time of each renegotiation of this Agreement. He/She shall have the right of return to his/her former position when his/her term of office expires. However, nothing contained in this Section shall be construed to waive or limit the power of the Board of Education to abolish, create, or modify positions within the bargaining unit.

Vice President	twenty (20) hours per full week
Recording Secretary	ten (10) hours per full week
Employee Assistance Coordinator	ten (10) hours per full week
Educational Coordinator	ten (10) hours per full week

E. At any time a Union Officer or Steward enters a school building or work location for the purpose of conducting Union business, he/she shall first report his/her presence and purpose for being there to the building supervisor, department head or supervisor in charge of that school or work location.

Section 3. Use of Facilities

The Union shall have the following rights, subject to reasonable regulations:

- 1) To use bulletin boards or other communication.
- 2) To use building facilities for the purpose of meetings concerned with the exercise of the rights established by this contract.
- 3) City School District equipment shall not be used for Union business except that notices of Union meetings (not to exceed five (5) per year) and one (1) printing per year of election ballots may be done on City School District duplicating equipment by a qualified Union member on his/her own time, and provided that the notices received prior approval of the Chief School Business Executive.
- 4) The City School District's courier service shall be extended to include pickup and delivery five (5) times per week at the Union office.

Section 4. Special Conferences

Conferences between representatives of the employer and no more than three (3) representatives of the Union on important matters, which may include the discussion of procedures for avoiding future grievances and other methods of improving the relationship between the parties, may be held upon request by the parties. Employees

acting on behalf of the Union shall suffer no loss of time or pay should such meetings fall within their regular work hours.

Section 5. Access to Premises

Duly authorized representatives of the Union shall have the right to transact official organizational business on school property. Upon arrival, such authorized representatives shall report their presence to the principal or person in charge of the work location. The principal or person in charge of the building or work location shall then confer with the duly authorized representatives in order to facilitate the purpose of the visit, provided such visit shall not interrupt normal school operations, or interfere with the performance of duties assigned to the employees, and is approved by the principal or the person in charge of the building or work location. Approval shall not be unreasonably withheld.

Section 6. Negotiating Committee

The employer shall give time off with no loss of pay for up to ten (10) employee members of the Union Contract Negotiating Committee to participate in contract negotiations, if such meetings are held during their regular working hours.

Section 7. Aid to Other Unions

The Board agrees that there will be no aid, promotion, or financing of any other labor group or organization which purports to engage in collective bargaining, on the part of the Board, or those designated as their representatives, or subordinate staff for any purpose.

Section 8. Released Time for Conventions

Those Union officers listed in Section 2, Paragraph D of this Article shall be allowed time off without loss of pay to attend two (2) scheduled international or district council conventions per year.

ARTICLE IX

GENERAL EMPLOYMENT PROVISIONS

Section 1. Definitions

A. For the purpose of this Agreement, a "full-time" employee is one whose yearly assignment shall be for at least four (4) hours per day for at least 180 days, or one whose regular schedule is at least twenty (20) hours a week for at least 180 days.

B. For the purpose of this Agreement, "year" shall mean the scheduled work year during the period from July 1 to June 30.

Section 2. Position Classification

All positions in the bargaining unit will be classified as in Appendix "A." Appointment to any of these positions will be in accordance with Civil Service Rules and Regulations and the terms of this Agreement.

The District agrees to consult with the Union prior to any proposed changes in job classification.

Section 3. Temporary Employees

A. Temporary employees shall be hired in the competitive class only to supplement the regular work force in seasonal peak periods or emergencies, and in accordance with the following guidelines:

1) Under Three (3) Months

A temporary (acting) appointment may be made without regard to Civil Service lists and without submission of Civil Service application.

2) Between Three (3) and Six (6) Months

A temporary (acting) appointment should be made from an appropriate Civil Service list, if available, but without regard to relative standing on the list. If no list exists, an application must be submitted to the Civil Service Commission for approval of the temporary employee.

3) Over Six (6) Months

A temporary (acting) appointment must be made from an appropriate eligible list, if available, observing the relative standing on the list under the so-called "rule of three." However, such an appointment shall not exceed one (1) year.

B. Any employee who is hired on a temporary basis and who is subsequently transferred to permanent status shall be credited with seniority for the purpose of all benefits of this Agreement from the date of the permanent appointment after successful completion of the prescribed probationary period.

C. Temporary employees shall receive the same rate of pay as probationary employees within the same classification.

D. This Article is subject to the Civil Service Commission Rules and Regulations and any changes in those Rules and Regulations shall be automatically incorporated into this Agreement.

Section 4. Physical Examination

A. All employees hired on a full-time basis shall be required to have a medical examination prior to employment by a physician representing the City School District.

B. Employees in the service of the City School District shall be subject to a physical or mental examination whenever there is evidence of physical or mental incapacity. Such examination shall be conducted by a physician or psychiatrist representing the City School District. However, should an employee choose to be examined by a physician of his/her own choosing in cases where the physical examination is required, the City School District shall pay only the portion that represents the rate paid to physicians representing the City School District. Any additional costs incurred shall be borne by the individual employee, provided, however, that the City School District retains the right to have a physician representing the City School District conduct an examination in those cases where physical incapacity is suspected. A committee shall be established by the Supervising Director of Human Resources to develop administrative procedures concerning testing of employees whose performances may be impaired by the use of alcohol and controlled substances. The Union shall be afforded full rights of participation in this committee.

C. The City School District retains the right to have any employee examined by a physician representing the City School District before said employee returns to work after an illness. Any misuse of this provision shall be subject to the contractual grievance procedure.

D. Physical examinations each year, between the end of one school year and the beginning of the next, by a District appointed physician shall be required of all employees assigned as drivers or assistant drivers of any or all District owned and District operated vehicles, including buses, trucks, delivery wagons, and station wagons. All lunchroom employees may be required to have a medical examination each year before returning to work in September.

Section 5. Assignments

A. For employees covered by this Agreement hired prior to July 1, 1975, employment shall be on a twelve (12) month basis unless the assignment prior to July 1, 1975 was otherwise. For those employees hired prior to July 1, 1975, when it is considered beneficial and practical to both the employee and the City School District, arrangements may be made to allow ten (10) month assignments or twelve (12) month assignments within the same position at the discretion of the District.

B. For full-time employees hired after July 1, 1975, assignments shall be made for at least 180 days for each succeeding year of this Agreement.

Section 6. Work Week

A. For those employees whose employment is on the basis of thirty-five (35) hours per week, assignments shall be Monday through Friday, inclusive of seven (7) consecutive hours per day (excluding lunch) within a twenty-four (24) hour period commencing from the start of the employee's regular work schedule.

B. For those employees whose employment is on the basis of forty (40) hours per week, assignments shall be Monday through Friday, inclusive of eight (8) consecutive hours per day (excluding lunch) within a twenty-four (24) hour period commencing from the start of the employee's regular work schedule¹.

C. Deviation from the work schedule may be made with the mutual consent of the employee, his/her immediate supervisor, and the Union.

¹ Exceptions to the above provisions shall include custodial personnel employed at the Central Office and Service Center.

Section 7. Work Schedule

A. Work schedules showing the employees' workdays, and total hours and time period assigned shall be posted on all department bulletin boards at all times.

B. All employees shall work on a regular schedule and each schedule shall have a regular starting and quitting time.

C. In the event that the Department Head desires to change a work schedule, he/she shall notify the Union Steward and the employee within five (5) days prior to making the change.

Section 8. Rest Periods

All employees' work schedules of four (4) or more hours will provide for a fifteen (15) minute rest period during each one-half of the time period assigned. The rest period shall be scheduled at the middle of each one-half of the time period assigned.

Section 9. Clean-Up Time

Employees shall be granted a ten (10) minute clean-up period prior to the end of the work shift.

Section 10. New Positions and Specifications

When any bargaining unit position is established or the specifications of any existing positions are materially changed, the City School District, after consultation with the Union, may designate a job classification or new specification and rate structure for the position.

Section 11. Work Rules

A. The City School District retains the right to establish reasonable rules and regulations to promote the effectiveness of the instructional program, improve the efficiency of all supporting services, and provide for the safety of all pupils, employed staff, and persons using school district facilities, except where it is contrary to the provisions of this Agreement.

B. The City School District agrees that any major new work rule, or substantial change in existing rules, shall not become effective until the Union has been notified, and in addition, has been posted prominently on all bulletin boards for a period of ten (10) consecutive workdays.

C. Employees shall comply with all rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

ARTICLE X

GENERAL WAGE PROVISION

All wages and monies shall be paid in accordance with the provisions of this Article and the attached Appendixes.

- A. 1) Effective July 1, 1996 there shall be a 3.25% increase for employees at the top step in their bracket or miscellaneous title and for those employees with off schedule wage rates.
- 2) All eligible employees will receive full step increases.
- 3) Employees who move from Step 5.5 to Step 6 on July 1, 1996 are guaranteed a minimum rate increase of 3.25%. Any adjustments will be retroactive to July 1, 1996. Such employees will also be eligible for the December bonus as per the terms of Article X, Section 8.B.

- B. 1) Effective July 1, 1997 there shall be a 3.25% increase for employees at the top step in their bracket or miscellaneous title and for those employees with off schedule wage rates.
- 2) All eligible employees will receive full step increases.
- 3) Employees who move from Step 5.5 to Step 6 on July 1, 1997 are guaranteed a minimum rate increase of 3.25%. Such employees will also be eligible for the December bonus as per the terms of Article X, Section 8.B.

- C. 1) Effective July 1, 1998, there shall be a 3.25% increase for employees at the top step in their bracket or miscellaneous title and for those employees with off schedule wage rates.
- 2) All eligible employees will receive full step increases.
- 3) Employees who move from Step 5.5 to Step 6 on July 1, 1998 are guaranteed a minimum rate increase of 3.25%. Such employees will also be eligible for the December bonus as per the terms of Article X, Section 8.B.

- D. 1) Effective July 1, 1999, there shall be a 3.25% increase for employees at the top step in their bracket or miscellaneous title and for those employees with off schedule wage rates.
- 2) All eligible employees will receive full step increases.
- 3) Employees who move from Step 5.5 to Step 6 on July 1, 1999 are guaranteed a minimum rate increase of 3.25%. Such employees will also be eligible for the December bonus as per the terms of Article X, Section 8.B.

E. Performance Evaluations

The District and BENTE/AFSCME will establish a joint committee to develop a new appraisal process by no later than November 1, 1996. This process will include the following four (4) rating levels:

- Exceeds Expectations (satisfactory)
- Meets Expectations (satisfactory)
- Needs Improvement (satisfactory)
- Unsatisfactory

Upon recommendation of the Superintendent of Schools, an overall unsatisfactory rating may result in the withholding of any negotiated general or salary step increases. Such withholds may be subject to the contractual grievance process.

Section 1. Assignments

The initial wage rate of each person appointed shall be set in accordance with the schedule as negotiated in this Agreement, except that all newly appointed personnel from outside the school system shall be assigned at an initial wage rate not higher than the fourth (4th) step of the appropriate schedule, and shall be advanced in wages based on satisfactory service until the normal maximum is reached.

Section 2. Pay Practices

A. All employees shall be paid biweekly on the same day, and all adjustments shall be on that basis. In the event this day is a holiday, the preceding day shall be the payday. A payroll period shall be defined for the purpose of this Agreement as the two (2) weeks for which biweekly paychecks are issued.

B. Whenever an employee is absent from work and is not entitled to wages under the provisions of this Agreement, that time shall be deducted at the hourly rate in effect.

C. Payroll periods shall be scheduled so that there shall be a ten (10) day holdback of pay in order that adjustments due to absences may be made before paychecks are issued. An employee shall not be entitled to wages, allowances, or benefits, unless specifically provided for elsewhere in this Agreement if that employee is not assigned to work that day.

It is recognized that to comply with the Fair Labor Standards Act, a five (5) or ten (10) day payroll holdback may be required. Such implementation shall be accomplished only after consultation with the Union.

D. The pay stubs will show the regular and overtime hours worked in a pay period.

Section 3. Increments (regular)

A. All regular yearly wage increments shall become effective July 1.

B. All wage increments shall be automatic for satisfactory service.

C. Variations from the wage rate schedule may not be made.

D. The normal increments of satisfactory service shall be as provided in the respective wage rate schedule.

E. 1) Employment beginning before April 1 shall receive an increment on July 1.

2) Employment beginning April 1 or thereafter shall not receive a normal increment on July 1.

F. Upon recommendation of the Superintendent of Schools, an overall unsatisfactory rating may result in the withholding of any negotiated general or salary step increases. Such withholds may be subject to the contractual grievance process.

**BOARD OF EDUCATION NON TEACHING EMPLOYEES (BENTE)
 AMERICAN FEDERATION OF STATE, COUNTY
 AND MUNICIPAL EMPLOYEES, (AFSCME)
 LOCAL 2419, A.F.L. - C.I.O.
NEGOTIATING COMMITTEE**

Albert J. Sutera, Sr., Chairperson	Past President, Local 2419 & Business Manager, Associate Director, AFSCME Council 66, Executive Vice President, AFSCME Council 66
Paul Fronckowiak	President, Local 2419
Neil Ganon	Vice President, Local 2419
James Sutera	Secretary/Treasurer, Local 2419
Sandra Beh	Recording Secretary, Local 2419
Steven Hicks	Educational Facilities
James Greene	Transportation Department
Aloma Cason	Central Office
Nancy Hicks	Clerical
Edward Ehrmentraut	Service Center
Larry Profetta	Alternate, Educ. Facilities
James Luciano	Alternate, Transportation
Fred Becker	Area Representative, AFSCME Council 66

LOCAL OFFICERS LOCAL 2419

Albert J. Sutera, Sr.	Past President, Business Manager
Paul Fronckowiak	President
Neil Ganon	Vice President
James Sutera	Secretary/Treasurer
Sandra Beh	Recording Secretary
James Greene	Sergeant At Arms
Steven Hicks	Sergeant At Arms
Edward Ehrmentraut	Past Sergeant At Arms
Tina M. Hutchings	Trustee
Roger Roy	Trustee
Brian Mochrie	Trustee
Nancy Hicks	Education Coordinator
Aloma Cason	E.A.P. Coordinator

SERVICE COMMITTEE LIST

Susan Flagg, Unit Chairp./Steward	School Food Service
Aloma Cason, Steward	Central Office
Steven Hicks, Steward	Custodial
Robert Tomkowski, Steward	Central Office
James Greene, Unit Chairp./Steward	Transportation Department
Josephine Manuse, Unit Chairperson	Elementary Schools
Larry Profetta, Steward	Custodial
Owen Shepard, Steward	Sentries
Connie Brock, Steward	Clerical
Edward Ehrmentraut, Steward	Service Center

**AFSCME LOCAL 2419
 502 LYELL AVENUE, ROCHESTER, NEW YORK 14606
 PHONE: 458-8670**

TABLE OF CONTENTS

	Page(s)
ARTICLE I - DURATION	1
ARTICLE II - RECOGNITION	1
ARTICLE III - FAIR PRACTICES	2
ARTICLE IV - PURPOSE OF AGREEMENT	2
ARTICLE V - LEGISLATIVE APPROVAL	3
ARTICLE VI - NO STRIKE CLAUSE	3
ARTICLE VII - MANAGEMENT RIGHTS	3
ARTICLE VIII - UNION RIGHTS	4-9
ARTICLE IX - GENERAL EMPLOYMENT PROVISIONS	10-15
ARTICLE X - GENERAL WAGE PROVISION	15-22
ARTICLE XI - WORK PERFORMANCE NOTATIONS	22-23
ARTICLE XII - DISCIPLINE	23-25
ARTICLE XIII - SENIORITY	25-26
ARTICLE XIV - WORK FORCE CHANGES	27-31
ARTICLE XV - LAYOFF AND RECALL	31-33
ARTICLE XVI - VACATIONS AND HOLIDAYS	33-38
ARTICLE XVII - PAID LEAVES OF ABSENCE	38-42
ARTICLE XVIII - UNPAID LEAVES OF ABSENCE	42-47
ARTICLE XIX - ILLNESS ALLOWANCE	47-52
ARTICLE XX - WORKERS' COMPENSATION	53-54
ARTICLE XXI - INSURANCE BENEFITS	54-58
ARTICLE XXII - RETIREMENT PLAN	58-59
ARTICLE XXIII - PROTECTION OF EMPLOYEES	59-60
ARTICLE XXIV - JOINT COMMITTEES	60-61
ARTICLE XXV - MISCELLANEOUS	61-65
ARTICLE XXVI - GRIEVANCE PROCEDURE	66-69
ARTICLE XXVII - SAVINGS CLAUSE	69
ARTICLE XXVIII - MODIFICATION OF AGREEMENT	70
ARTICLE XXIX - TOTAL AGREEMENT	70
ARTICLE XXX - TERMINATION OF AGREEMENT	70
APPENDIX A - JOB TITLES AND BRACKETS	72-79
APPENDIX B - WAGE SCHEDULES	80-81
APPENDIX C - DIFFERENTIAL SCHEDULE	82
INDEX	i-x

ARTICLE I

DURATION

This Agreement is entered into on this ___ day of _____, 1996, by and between the Board of Education Non Teaching Employees (BENTE) Union Local 2419, affiliated with New York Council 66 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the Union) and the Board of Education of the City School District of Rochester, New York (hereinafter referred to as the Board). The provisions of this Agreement shall be effective July 1, 1996 and continue and extend through June 30, 2000.

ARTICLE II

RECOGNITION

1. The Board hereby recognizes BENTE, Local 2419, New York Council 66, AFSCME, AFL-CIO, as the sole and exclusive bargaining representative of all employees as listed in Appendix "A." This recognition shall be applicable for a period not to exceed the expiration date of this Agreement.

2. The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Union in the bargaining or negotiating unit as defined in Appendix "A." The Board agrees not to negotiate with any employee organization other than BENTE, Local 2419, Council 66, AFSCME, AFL-CIO, for the duration of this Agreement.

ARTICLE III

FAIR PRACTICES

The Board and the Union agree to the policy of fair practices and each party to this Agreement is committed to follow all appropriate federal and state statutes in regard to fair practices.

The BENTE/AFSCME Local 2419 agrees to maintain its eligibility to represent its members by continuing to admit persons to membership without discrimination on the basis of age, race, creed, color, national origin, sex, sexual orientation, marital status or handicapping conditions, and to represent equally all employees without regard to membership or participation or association with the activities of any employee organization.

The Board agrees to the policy of not discriminating against any employee on the basis of age, race, creed, color, national origin, sex, sexual orientation, marital status, handicapping conditions or membership or participation in or association with the activities of any employee organization.

ARTICLE IV

PURPOSE OF AGREEMENT

The purpose of this Agreement is to clearly and concisely set forth the understanding reached by the parties through collective bargaining which established fair wages, hours and working conditions for the employees covered by this Agreement, to secure prompt and equitable disposition of grievances. It is recognized that the Board of Education is fiscally dependent upon the appropriation of necessary funds by the Rochester City Council.

ARTICLE V

LEGISLATIVE APPROVAL

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE VI

NO STRIKE CLAUSE

No strike of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

ARTICLE VII

MANAGEMENT RIGHTS

The Board of Education retains the sole right to manage its business and services, and to direct the working force; to determine whether and to what extent the work required to operate the business and services is to be performed by employees covered by this Agreement. Those rights shall also include, but not be limited to, the sole right to hire, assign, transfer, promote, discipline, suspend and discharge. These rights shall be subject to such regulations governing the exercise of these rights as are expressly provided in this Agreement or provided by law.

ARTICLE VIII

UNION RIGHTS

Section 1. Union Dues and Agency Fee

A. All employees covered by this Agreement wishing to join the Union shall tender their membership dues to the Union by signing the Authorization for Payroll Deduction form provided by the Union.

B. The Board of Education agrees to deduct membership dues from the salaries of employees who are members of the Union and to provide any additional deductions mutually agreed upon as said employees individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to the designated financial officer of the Union. Such authorization shall be in writing in a form to be supplied by the Union.

C. The aggregate total of all such deductions shall be remitted biweekly to the designated financial officer together with a list of those from whom dues have been deducted.

D. The Union shall certify to the Board the current rate of membership dues to such organization, and shall notify the Board of any change in membership dues.

E. Dues deductions as authorized by individual members of the Union shall continue in effect from year to year for the life of this Agreement, unless revoked in writing. Any member of the Union desiring to have the Board discontinue deductions he/she has previously authorized shall do so by notifying the Director of Accounting in writing of said revocation. A copy of the written revocation shall be sent by the employee to the designated financial officer of the Union.

F. The Board agrees that it will not accord dues deductions rights to any employee organization claiming or seeking to represent employees covered by this Agreement other than the Board of Education Non Teaching Employees (BENTE) Union, Local 2419, New York Council 66, AFSCME, AFL-CIO.

G. The Board shall not be responsible for collecting any such dues not authorized to be deducted.

H. If any monies are deducted by the Board from the pay of members of the Union and turned over to said organization and those members do not owe said monies, the Union shall refund same to the members, and the Board shall not be liable for any refund.

I. The Board agrees to submit to the Union each month a list of new employees hired, their job classification, and work location.

J. Effective December 1, 1978 the Rochester City School District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the BENTE/AFSCME Local 2419 the amount equivalent to the dues levied by the Union and shall transmit the sum so deducted to the Union, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.

The Union affirms that it has adopted such procedures for refund of agency shop fee deducted as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Union maintains such procedure.

This agency shop fee deduction shall be made following the same procedures as applicable for dues checkoff, except as otherwise mandated by law or this Section of the Agreement.

K. The Board of Education agrees to deduct monies for the AFSCME Political and Legislative Fund from the salaries of employees who are members of the Union and who voluntarily authorize the Board to deduct, and to transmit the monies promptly to the

designated financial officer of the Union. Such authorization shall be in writing in a form to be supplied by the Union.

L. It is specifically agreed that the City School District and the Board of Education assume no obligation, financial or otherwise, arising out of the provisions of this Section, and the Union agrees that it will indemnify and hold the District and the Board harmless from any and all claims, actions, demands, suits, or proceedings by any employee, or any other party, arising from deductions made by the District or Board and remittance to the Union of dues and any other fees under this Section.

Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 2. Organizational Rights

A. Any grievance committee meetings with the Board or its representatives held during working hours, on School District premises, shall be without loss of time and pay.

B. The Union shall designate in writing, at the beginning of each school year, to the Board of Education, the names of ten (10) Unit Stewards employed in each of the following areas to represent employees in those areas:

- 1) Plant Maintenance
- 2) Custodial
- 3) Elementary Schools
- 4) Secondary Schools
- 5) Transportation
- 6) Food Service
- 7) Central Office
- 8) Sentries

No more than two (2) Unit Stewards may be assigned from any one of the above areas.

THE CONTRACTUAL AGREEMENT

BETWEEN

THE CITY SCHOOL DISTRICT

OF

ROCHESTER, NEW YORK

AND

BENTE/AFSCME LOCAL 2419
(AFL-CIO)

July 1, 1996 - June 30, 2000

CITY SCHOOL DISTRICT

BOARD OF EDUCATION

Darryl W. Porter	President
Frank B. Willis	Vice President
Lydia A. Boddie-Neal	Member
Jewelle Gayle-Jones	Member
Marvin Jackson	Member
Catherine Spoto	Member
Bolgen Vargas	Member

SUPERINTENDENT OF SCHOOLS

Clifford B. Janey

NEGOTIATION COMMITTEE

Augustin Melendez	Chief Negotiator
Alan Jay Todd	Manager, Labor Relations
Rajni Shah	Member
Rebecca Torres-Lynch	Member
Nancy Palozzi	Member
Lynn Coffey-Edelman	Parent Representative

Section 4. Increments (service)

All permanent employees on the Civil Service Payroll qualify for service increments provided they have a work schedule or assignment considered complete for the work assigned, regardless of the number of hours assigned each day.

A. Employees who have completed ten (10) or more years of satisfactory service with the Board of Education shall receive an additional service increment of \$300 per year or prorated portion thereof added to their regular hourly rate.

B. Employees who have completed fifteen (15) or more years of satisfactory service with the Board of Education shall receive an additional service increment of \$100 per year or prorated portion thereof added to their regular hourly rate.

C. Employees who have completed twenty (20) or more years of satisfactory service with the Board of Education shall receive an additional service increment of \$100 per year or prorated portion thereof added to their regular hourly rate.

D. Employees who have completed twenty-five (25) or more years of satisfactory service with the Board of Education shall receive an additional service increment of \$100 per year or prorated portion thereof added to their regular hourly rate.

Section 5. Increments (promotional)

An employee under Competitive Civil Service who is appointed to a position carrying a higher maximum salary may be granted, upon the recommendation of the Superintendent of Schools, a special promotional increment.

Section 6. Premium Pay

A. Call Back

Any employee called back to duty in addition to or outside of his/her regular schedule shift shall be paid for a minimum of two (2) hours at his/her straight time hourly rate. Under no

circumstances shall an employee be sent home during his/her regular shift for the purpose of recalling such employee to work on another work shift which either begins at the end of the employee's regular work shift or any time thereafter.

B. Night Differential

When any of the assigned working hours of employees covered by this Agreement are between 4:30 p.m. and 6:00 a.m. the next day, ten percent (10%) shall be added to their regular salary for those hours worked during that period.

C. Prohibiting of Compensatory Time Off

Time off may not be granted as an offset to unscheduled overtime. Under no circumstances shall compensatory time off be considered a manner of payment for overtime worked or any other reason.

D. Overtime Pay

Time and one-half (1 ½) the employee's regular rate of pay shall be paid for all work performed in excess of forty (40) hours in any work week, with the exception of clerical employees, who shall be paid time and one-half (1 ½) for all work performed in excess of thirty-five (35) hours in any work week. In addition, time and one-half (1 ½) will be paid for all work performed on Saturdays, provided that such work in excess of the forty (40) hour or thirty-five (35) hour (clerical employees) work week.

E. Distribution of Overtime

1) Every effort will be made to distribute overtime work on an equitable basis within the same job classification, department or school, and provided the employee can do the work to be performed.

2) Overtime work shall be considered voluntary, except in an emergency situation.

F. Payment of Overtime

All overtime work shall be paid for as soon as administratively possible.

G. Computing Overtime

1) For the purpose of computing overtime, all unworked holiday hours for which an employee is compensated shall be regarded as hours worked, providing those hours fall during a regularly scheduled shift Monday through Friday.

2) For the purpose of computing overtime, all unworked inclement weather hours for which an employee is compensated shall be regarded as hours worked (except as provided in Section 6.H. below), providing those hours fall during a regularly scheduled shift Monday through Friday.

H. Inclement Weather

1) Employees that work any of their regularly scheduled hours when schools are closed due to inclement weather, will receive a full day's pay at straight time in addition to hourly compensation at straight time for hours worked during their regularly scheduled work shift.

2) When schools are closed for inclement weather, employees will be paid at one and one-half (1 ½) times their regular hourly rate of pay for all hours worked on that day outside of their regularly scheduled seven (7) or eight (8) hour shift (whichever is appropriate).

3) If the Superintendent of Schools announces that schools are closed but all staff are to report to work, all staff are required to work to be paid for the day. If an employee is unable or unwilling to report to work, he/she may use a personal or vacation day to be paid. Deviation from the specified conditions of this paragraph and necessary because of extreme hardship or unforeseen circumstances shall be made only upon the approval of the Supervising Director of Human Resources.

Section 7. Transportation Allowance

A. Monthly Personal Automobile Allowance

Transportation allowance for employees authorized to use their personal cars for Board of Education business within the city shall receive a monthly allowance based upon a schedule of allowance prepared by the Accounting Department and approved by the Superintendent of Schools and shall be included in the regular salary check each pay period.

B. Out-of-City Travel

Effective July 1, 1990, the allowance for approved travel outside of the city shall be computed on the basis of the maximum mileage rate allowable by the IRS in actual effect on July 1 of each year where transportation by common carrier may not be used to best advantage. Other approved expenses incurred on official out-of-city travel may be reimbursed on an actual cost basis.

C. Intra-District Travel

Effective July 1, 1990, employees required to use their own automobiles on official business within the city on a regular or irregular basis shall be reimbursed at the maximum mileage rate allowable by the IRS in actual effect on July 1 of each year. Approved parking expenses incurred in such travel may also be reimbursed. Employees required to travel by public carrier within the city for City School District purposes shall be reimbursed for bus fare.

Section 8. Wage Schedule Adjustment

A. All pay rates shall be paid in accordance with the attached appendices or negotiated off schedule rates.

B. \$250 Bonus:

Effective July 1, 1996, Unit members who are at the maximum of their salary schedule or off schedule on July 1 of each year of the Agreement and have not received a step increase, promotion, or bracket change in each contract year, shall receive in the first payroll of December in each year of this contract a \$250 bonus if they are on payroll as of that payroll date.

ARTICLE XI

WORK PERFORMANCE NOTATIONS

A. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her

personnel file unless the employee has had the opportunity to review the material. This clause shall not apply to:

- 1) Reference information supplied by former employers.
- 2) Reference information supplied by colleges and universities.

B. The employee shall also have the right to submit a written reply to such material and attach it to the file copy.

C. If such material leads to any disciplinary action of an employee, then such matter can be submitted to the grievance procedure.

D. An employee shall have the right upon request and by appointment to review the contents of his/her personnel file wherever maintained except information supplied by reference sources. An employee will be entitled to have a representative of the Union accompany him/her during such review.

ARTICLE XII

DISCIPLINE

Section 1. Exercise of Rights

A. Disciplinary action or measures shall be limited to the following:

- 1) oral reprimand
- 2) written reprimand
- 3) suspension (with or without pay)
- 4) demotion
- 5) discharge

B. Disciplinary action may be imposed upon an employee only for just cause and such employee may seek redress of

such action solely through the grievance procedure including the arbitration step if necessary. During the probationary period of not less than sixty (60) calendar days nor more than one hundred twenty (120) calendar days, a probationary employee may grieve disciplinary action except for termination through the grievance procedure up to and including Level 2 of that procedure if necessary.

Employees who are on probation as a result of accepting a promotion or transfer to a new job title within the bargaining unit shall retain all rights of return to their former job title pursuant to Civil Service Law and Regulations.

C. Upon the exercise of any disciplinary action or measure, such employee will be informed of his/her rights under this Article. Within three (3) calendar days of notification that disciplinary action has been taken, an employee must indicate in writing to the City School District's Office of Labor Relations that he/she elects to exercise his/her rights under this Section. Failure to so notify the City School District will be deemed a waiver of that right.

D. A suspension of an employee without pay may not extend beyond fifteen (15) working days without a hearing except for acts of fraud or misconduct regardless as to whether a hearing on the disciplinary matter has been held. Such hearing between the Union and the District Office of Labor Relations shall be scheduled within the fifteen (15) working days except as provided for above. The grievant must be present at this hearing.

E. If a supervisor has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 2. Disputes as to Discipline

A. The employer shall not discipline any employee within the bargaining unit without just cause. If the employer feels there is just cause for discipline other than oral reprimand, the employee, his/her Steward, and the Union President will be notified in writing of

such disciplinary action being imposed or proposed. Notification to the Union shall take place within three (3) workdays from the date that the employee is given notice.

B. The Union shall have the right to take up the disciplinary action as a grievance at the second step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if necessary.

Section 3. Representation

Any employee in the bargaining unit shall have the right to be represented by the Union at any meeting which could lead to a disciplinary action resulting in a loss of pay.

Section 4. Limitations

Employees shall not be disciplined for acts which have occurred more than one (1) year prior to the imposition of the discipline, except for criminal acts or fraud.

ARTICLE XIII

SENIORITY

Section 1. Definition

Seniority means an employee's length of continuous service with the City School District since his/her last date of hire.

Section 2. Probationary Period

A. All new employees hired shall be considered as probationary employees for a period of not less than sixty (60) calendar days nor more than one hundred twenty (120) calendar days. There shall be no seniority among probationary or temporary employees. It is understood that such period may be extended up to one hundred eighty

(180) days by a signed Agreement in writing between a supervisor, an employee, and a Union representative.

B. The Union shall represent all probationary employees for the purpose of collective bargaining in respect to wages, salaries, hours, and other conditions of employment as set forth in this Agreement.

Section 3. Seniority Lists

Twice during each year during the months of September and April, the City School District shall send to the Union a seniority list showing the continuous service of each employee. The seniority list shall show the names, job titles, date of hire, and present work location of all employees in the unit with seniority.

Section 4. Breaks in Continuous Service

A. For the purpose of seniority an employee's continuous service record shall be broken by any one of the following:

- 1) Refusal to accept recall when notified after layoff
- 2) Voluntary resignation
- 3) Discharge for cause
- 4) Retirement

B. If an employee returns to work in any capacity within one (1) year, for the purpose of seniority the break in continuous service shall be removed from his/her record upon permanent appointment.

ARTICLE XIV

WORK FORCE CHANGES

Section 1. Vacancies in Competitive Classifications

Where a vacancy occurs in the competitive service which is normally filled by appointment from a Competitive Civil Service list, the position, if retained, shall be filled by transfer in the same classification or by appointment from an appropriate Civil Service Eligibility List, except:

- That candidates on an established promotional list shall be given preference before any other considerations are made.
- That the selection process shall be in accordance with the Civil Service Law.
- That the Board of Education agrees that every effort shall be made to fill competitive job vacancies from among employees within the bargaining unit who meet the qualifications for the position. The City School District shall be the sole judge of a candidate's qualifications at the time the promotional vacancy occurs.

Section 2. Vacancies in the Non-Competitive and Labor Classification

A. The Board of Education agrees that every effort shall be made to fill job vacancies from among employees within the bargaining unit who meet the qualifications for the position, as established by the City School District and the Civil Service Commission.

B. Whenever a vacancy occurs in an existing classification, if there is an opening which represents a promotional appointment in an existing classification in other than a temporary situation, or in either case, as the result of the establishment of a new job classification, a notice of such opening shall be advertised in the Administrative Bulletin and shall be posted on all bulletin boards, stating

the job classification, the nature of the job requirements in order to qualify, and the pay bracket. Such posting shall be for a period not less than seven (7) working days from the date of the initial notice in the Administrative Bulletin. Any employee wishing to be considered for said opening shall notify the City School District Department of Human Resources, in writing, of his/her interest in the vacancy within seven (7) working days from the date of the initial notice in the Administrative Bulletin.

C. Job vacancies in the non-competitive and labor class positions shall be filled from among those employees who meet the qualifications for and possess the necessary abilities to perform the job. Where two (2) or more candidates meet the established job specifications and qualifications for the position and where each of the candidates possess the necessary ability to perform the job as documented by work history and evaluations in the City School District, the candidate with the greatest amount of seniority shall be selected to fill the position.

D. All applicants shall be notified, in writing, of the selection for the position within ten (10) working days of the selection by the employer.

E. Any employee selected in accordance with the procedures set forth above shall undergo a probationary period of not less than sixty (60) calendar days nor more than one hundred twenty (120) calendar days. If it is found that such employee does not meet the requirements or responsibilities of the position to which he/she has been selected during the probationary period, then such employee shall be restored to his/her former position if vacant. If the employee's former position is not vacant, the applicable provisions of Article XIII shall apply.

Section 3. Transfers

A. Employees desiring to transfer to other jobs shall submit an application in writing to the Human Resources Department. The application shall state the reason for the requested

transfer. A copy of the request shall be sent to the Union by the employee.

B. 1) The parties will enter into a Memorandum of Agreement which defines transfers as lateral or downward moves and promotion as any changes resulting in an increase in compensation and job responsibilities.

2) Employees requesting transfers for reasons other than the elimination of jobs shall be transferred to equal or lower paying job titles on the basis of seniority (except when such vacancy is at a school where there is a school-based planning committee and in such case the committee may approve that transfer) under the following conditions:

- A vacancy exists in the job title for which a transfer is being sought, and
- The employee requesting the transfer is qualified for the job title being sought. Where the position is at the Central Office or the Service Center, an interview team will be formed to interview all applicants and make a selection. The Union will be represented on that team.

C. The Union shall be entitled to one (1) voting member on the school's planning committee (and sub-committee) which deals with screening of applicants. Selection of the representative shall be at the sole discretion of the Union.

The School-Based Planning Team must operate within the provisions of Civil Service Law and this Agreement. They will select one (1) of the qualified candidates. Where only one (1) employee applies and is qualified, he/she will be selected.

D. 1) Effective dates of transfer will be February 1 and September 1 for ten (10) month employees and February 1, July 1, and September 1 for twelve (12) month employees.

- 2) Upon transfer, an employee will not be eligible for another transfer for one (1) year from the effective date of their most recent transfer. Any deviations from this sub-section will be referred to a joint Labor Management Committee for resolution.

Section 4. Shift Preference

Shift preference will be granted where applicable on the basis of seniority within the same job title under the following conditions:

- A vacancy exists on the shift for which transfer is being sought, and
- The employee requesting the transfer is qualified for the work to be performed on the shift being sought, and/or supervisory responsibilities.

Section 5. Out-of-Title Work

A. Out-of-title work is defined as work that may periodically develop in any job title because of illness, vacation or leave of absence, and for which a determination is made by the City School District that the vacancy created by the temporary absence must be filled.

B. Such job openings may be filled by employer assignment or reassignment, and the assignment or reassignment if made, shall be made based upon seniority and ability, and further, provided the employee meets the qualifications for the position.

C. Employees who are assigned or reassigned to work out-of-title shall receive for the duration of such out-of-title work, the rate of pay they would receive if regularly appointed to that title, provided, however, that out-of-title pay shall only be extended where such work is for a period of time of more than five (5) working days.

Out-of-title assignments shall not be made so as to avoid compensation for out-of-title assignments.

Section 6. Supplanting the Work Force/Subcontracting

During the period July 1, 1996 through June 30, 2000, if the City School District intends to maintain a service currently provided by bargaining unit members and plans to subcontract that service so as to cause a layoff of bargaining unit employees who provided that service, the City School District shall bargain the impact of that decision.

ARTICLE XV

LAYOFF AND RECALL

Section 1. Notification of Layoff

A. In the event the employer plans a general layoff for any reason, the City School District shall meet with the Union to review such anticipated layoff twenty-one (21) calendar days prior to the date action is to be taken pursuant to "B" below.

B. Employees affected by a general layoff will have at least twenty-one (21) calendar days notice of layoff. The District shall simultaneously forward a list of all such employees to the local Union Secretary.

Section 2. Displacement Procedure

A. When a general layoff is necessitated it shall be accomplished by laying off temporary and probationary employees first. Should it become necessary to further reduce the work force, then permanent employees shall be laid off in inverse order of their appointment on a permanent basis in the classified service.

B. A permanent incumbent in a position in a specific title to which there is a direct line of promotion who is displaced, shall displace, in the order of appointment on a permanent basis in the classified service, incumbents serving in positions in the same layoff unit in the next lower occupied title in direct line of promotion who shall be displaced in the order prescribed in subdivision "A" of this Section, provided, however, that no incumbent shall displace any other incumbent having greater retention standing. If a permanent incumbent of a position is displaced from a position in a title for which there are no lower level occupied positions in direct line or promotion, he/she shall displace the incumbent with the least retention right who is serving in a position in the title in which the displacing incumbent last served on a permanent basis prior to service in the position in the title from which he/she is displaced if:

- 1) The service of the displacing incumbent while in such former title was satisfactory, and
- 2) The position of the junior incumbent is in:
 - a. the competitive class, and
 - b. the layoff unit from which the displacing incumbent was displaced, and
 - c. a lower salary grade than the position from which the displacing incumbent is displaced, provided, however, that no incumbent shall displace any other incumbent having greater retention standing.

C. The refusal of any employee to exercise the rights pursuant to this Section shall constitute a waiver of any future claim to any position afforded through the use of this procedure.

Section 3. Eligibility Lists for Reinstatement

A. Employees who are laid off will be placed on a preferred eligible list of candidates to be considered for openings as they arise, and for which they qualify. Placement on the eligible list shall be in inverse order of layoff.

B. An employee will be notified by certified mail at his/her last known address of an opening. The employee must accept within five (5) calendar days from the date of the mailing or his/her name will be dropped from the preferred eligible list. Upon acceptance, notice of recall to that assignment will be sent to the employee at his/her last known address by certified mail at least fourteen (14) calendar days prior to the date upon which the employee is to report. Failure to report on that date shall be considered a "quit."

C. Probationary employees recalled after being laid off must complete the unexpired portion of the probationary period satisfactorily before permanent appointment is secured.

D. No new employees shall be hired into a job classification if there exists employees who have been laid off and are on the preferred eligible list for openings in that job classification.

ARTICLE XVI

VACATIONS AND HOLIDAYS

Section 1. Vacation Allowance

A. Employees currently assigned to a position for a minimum of twenty (20) hours per week accrue vacation as follows:

- For the first year of employment, vacation will be accrued on a prorated formula based on ten (10) vacation days for twelve (12) full months of service. On the July 1 following initial employment, the appropriate prorated number of vacation days earned will be granted.
- From one (1) through three (3) continuous years, two (2) weeks (ten (10) working days). One additional day will be given the July 1 following the four (4) year anniversary date, and for each year completed thereafter until a maximum of twenty (20) days is reached. (An employee must work for an entire twelve (12) month

period to earn the additional vacation days which will be granted the following July 1.)

- Additional vacation days will accrue beginning at the completion of the twenty-first (21st) year at the rate of one (1) day per year until a maximum of twenty-five (25) days is reached.
- At the completion of thirty (30) years of service, an employee will accrue thirty (30) days of vacation leave per year.
- (Vacation days shall be credited as of July 1, 1976.)

B. Bargaining Unit Members who were employed as of June 30, 1975 and who are currently receiving vacation allowance and who are promoted after July 1, 1984 shall continue to accrue vacation benefits on a prorated basis. Any employees whose positions are converted by the employer from twelve (12) months to ten (10) months shall continue to receive vacation allowance on a prorated basis during the life of this Agreement.

C. New employees who are assigned to work at least twenty (20) hours per week and twelve (12) consecutive months and have worked fewer than twelve (12) months by July 1 following the day of their assignment shall receive a vacation allowance computed on the basis of one twenty-sixth (1/26th) of the first year's vacation allowance for each two (2) week period worked or major portion thereof.

Section 2. Vacations - Time Taken

A. Time of vacations (including vacations of one (1) day segments) and variations from the various schedules shall be subject to the approval of (1) the Principal or Department Head, (2) the Division or Department Head, and (3) the Supervising Director of Human Resources.

B. In general, all vacations shall be taken at a time as best serves the school system (when school is not in session) and as soon after July 1 and before August 31 as the work of the department permits. Where such request for vacation is at a time other than when

school is not in session, and if the nature of the work makes it necessary to limit the number of employees who request vacations at that time, then the employee with the greater seniority shall be given his/her choice of vacation periods in the event of any conflict over vacation periods.

C. A maximum of twenty (20) days vacation may be saved for future use with the approval of the immediate supervisor, the Division Head, and the Supervising Director of Human Resources (on the Request for Absence Form). In addition, an employee may elect to work up to a maximum of ten (10) vacation days in any given year and be paid for such vacation days in lieu of taking off, when recommended by the immediate supervisor and approved by the Division Head and the Supervising Director of Human Resources (on the Request for Absence Form).

Section 3. Conditions Governing Vacations

A. Upon proper notification when a vacation period has begun, charges to allowances other than vacation can be made under the following conditions:

1) Death in immediate family.

2) Personal Illness. It is understood that when a charge to personal illness is made after a vacation period has begun, such claim must be accompanied by a statement from a duly licensed physician or Christian Science Practitioner.

B. Time taken for vacation purposes not included in or in excess of the amount allowed may not be made up, either prior to or subsequent to the absence, and shall result in salary loss.

C. If a holiday occurs during the calendar week in which a vacation is taken by an employee, that day shall not be deducted from vacation allowance.

D. Time off for religious observation may be allowed in lieu of vacation or at loss of pay and may not exceed three (3)

days per year (July 1 through June 30) provided arrangements for the absences are made at least three (3) days before the time taken.

E. Employees whose length of service has been broken by a District initiated layoff, but who have been back three (3) or more continuous years after their most recent date of re-employment as a result of being recalled from a District preferred eligible list, shall be given full credit for actual years of service when computing vacation allowance. This benefit is not available to any employee who has been laid off for a period of greater than four (4) years. (This subsection shall be applied in conjunction with the terms of Article XIII, Section 4.B.)

F. Those leaving the employ of the City School District of Rochester after July 1 of any year for reasons of retirement, layoff, or causes beyond their control, and having given a written two (2) week notice to the Human Resources Department, shall have their total pay adjusted to include a vacation allowance computed on the basis of one twenty-sixth (1/26th) of their total annual vacation allowance for each full pay period worked or major portion thereof. In case of death, such payment shall be made to his/her estate or beneficiary. Paid legal holidays occurring in accrued vacation time AFTER THE LAST DAY OF WORK SHALL NOT BE INCLUDED.

Section 4. Paid Holidays

The following holidays and recess days are recognized paid holidays:

- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving (Recess Day)
- Day before Christmas (Recess Day)
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Presidents' Day (Lincoln/Washington)

Good Friday
Memorial Day

When a holiday falls on a Saturday, the preceding Friday will be declared that paid holiday. When a holiday falls on a Sunday, the succeeding Monday shall be declared that paid holiday.

Section 5. Paid Local Recess Days

In addition to the above listed holidays and recess days, all employees covered by this Agreement shall be entitled to paid local recess days as declared by the Superintendent of Schools.

Section 6. Absences Before and After Holidays and Recess Days

A. Holiday pay will be granted only for employees who work the last scheduled workday before and the first scheduled workday after the holiday or recess day, unless the employee is on an authorized absence as defined in Subdivision B of this Section.

B. An unauthorized absence on the last scheduled workday prior to or the first scheduled workday following any paid holiday or local recess day will result in loss of pay for the holiday and/or local recess day. It is understood that authorized absences shall only include the following:

- 1) Personal Illness (where the employee has submitted a Certificate of Personal Illness signed by a licensed physician or Christian Science Practitioner).
- 2) Paid vacation.
- 3) Paid leaves of absence as enumerated in the Agreement.

- 4) Approved absence, whether paid or unpaid, as determined by the Department Head.

Section 7. Holiday Pay

All holiday pay shall be at the straight hourly rate; however, if an employee works on any of the holidays listed above, he/she shall be paid in addition to the holiday pay, time and one-half (1 ½) for all hours worked.

ARTICLE XVII

PAID LEAVES OF ABSENCE

A. There shall be no deduction of wages for the periods specified herein, if such action be recommended by the principal of the school or the head of the department, upon written request for absence to the principal or head of the department.

- 1) Absences due to death in the immediate family² maximum of five (5) consecutive working days per incident including either the day of the death or the day of the funeral.
- 2) Death of blood relatives (aunts, uncles, nieces, nephews, cousins) not to exceed one (1) day as requested.
- 3) Birth for fatherthree (3) days
- 4) Jury Dutyas required and approved

² immediate family: spouse, parent, sister, brother, child, grandparent, or grandchild, by blood, marriage or legal adoption--excluding aunts, uncles, nieces and nephews who were blood relatives, unless they were living in the same house.

All compensation received for services performed as a juror while on required and/or approved jury duty shall be refunded to the City School District by check made out to the City School District and forwarded to the Human Resources Department. Said refund need not include authorized transportation and/or parking fees for which funds are or are not provided.

- 5) Legal adoption for parent of children two (2) days
- 6) Military Duty - Personnel in reserve military units will be paid as required by law. Copy of the military order must accompany the Request for Absence Form.
- 7) Quarantine by Monroe County Department of Health action, as needed
- 8) Subpoenaif not interested party, as required and approved
- 9) Moving Dayone (1) day per year
- 10) Absence not to exceed two (2) days per year if necessitated by educational examinations conducted by New York State, Board of Education, or by an institution of collegiate grade, or for the attendance thereafter as a recipient of a degree or a diploma.
- 11) Absence of one (1) day (including travel time) to attend the presentation of an

earned degree or diploma by an employee's spouse or child from a college or other post-secondary school, accredited institution, or high school graduation over one hundred (100) miles away or conflicting with the employee's scheduled work hours.

Any ten (10) month employee who is scheduled to work twenty (20) days during the months of July and August shall be eligible for paid leave enumerated in Section A. above.

B. Personal Leave

- 1) All employees in the unit who receive benefits shall receive two (2) personal leave days. Employees assigned on a twelve (12) month basis shall be entitled to one (1) additional personal leave day.
- 2) Personal leave days may be taken for personal business, religious observances, or family illness not covered in other sections of this Agreement and which require absence during school hours.
- 3) Application for personal leave shall be made three (3) working days in advance of taking such leave (except in the case of emergencies). The application shall state "Personal Leave" as the reason for taking such leave.
- 4) Personal leave shall not be granted under the following conditions:

a. The day before or after a paid holiday or local recess day except in matters of an emergency nature as shall be approved by the

Supervising Director of Human Resources and the employee's immediate supervisor.

b. The first two (2) weeks or last two (2) weeks school is in session except for religious holidays or in matters of an emergency nature as approved by the Superintendent of Schools.

c. Time taken for personal business not included in or in excess of the amount allowed may not be made up, either prior to or subsequent to the absence, and shall result in salary loss.

d. It is understood that any employee covered by this Agreement who in willful misrepresentation violates this personal leave policy shall be subject to disciplinary action.

e. Personal leave days not taken will be carried over as accumulated sick leave. Such accumulations shall be in addition to the maximum sick leave allowed in Article XIX, Section 1. of this Agreement.

f. Any ten (10) month bargaining unit member who is scheduled to work at least twenty (20) days during the months of July and/or August shall accrue an additional personal leave day. The additional personal leave day cannot be used during July and August.

C. The following absences may be charged to vacation allowances.

- 1) Absences due to death of blood relatives (aunts, uncles, nieces, nephews, cousins).
- 2) Absence due to graduation.
- 3) Absence due to illness in immediate family³.

D. Employees shall be allowed time off with pay to take open competitive and promotional examinations set up by the

³ immediate family: spouse, parent, sister, brother, child, grandparent, or grandchild, by blood, marriage or legal adoption--excluding aunts, uncles, nieces and nephews who are blood relatives, unless they are living in the same house.

Monroe County Civil Service Commission, or Licensing Exams when such examinations are job related and are scheduled during working hours.

ARTICLE XVIII

UNPAID LEAVES OF ABSENCE

Section 1. Parental Leave of Absence Without Pay

A. When an employee has been on illness allowance due to pregnancy related disability, the employee must return to work after delivery of the child on the date recommended by the physician, providing a written statement is submitted to the City School District certifying that the employee is fully employable and ready to resume full duties, or request a parental leave of absence. The employee may be required to submit to an examination by a physician representing the City School District before resuming her duties.

B. An employee covered by this Agreement will be eligible for a parental leave of absence without pay for up to twelve (12) months upon the completion of at least one hundred eighty (180) days of employment with the Board of Education.

C. The request for leave shall be made in writing to the Human Resources Department no less than thirty (30) calendar days prior to the commencement of the requested leave.

D. An employee shall return from leave to service within twelve (12) months. The employee must notify the Human Resources Department in writing at least one (1) month prior to the end of the leave of his/her intention to return to service or resign.

Upon return, the employee will be offered reinstatement to his/her former position if the position has not been abolished or to a vacancy in a similar position at the same rate of pay. If an employee chooses another assignment, the employee will accept the position at the applicable rate of pay.

Provided however, that if, while an employee is on an approved leave of absence, a reduction in the work force occurs which would have necessitated his/her being laid off had he/she been at work, he/she shall be removed from leave and placed on layoff and notified to that effect.

E. An employee shall not accrue illness allowance or vacation allowance while on parental leave of absence without pay.

F. Upon return from leave, an employee with probationary status must complete the unexpired portion of the probationary period satisfactorily before permanent status is secured.

G. A parental leave of absence without pay may be granted to care for an adopted child who is less than one (1) year of age at the time of adoption, under the same terms and conditions as in the case of a natural born child. A statement from an adoption agency must accompany the request for a parental leave without pay.

Section 2. Education Leave

A. Upon successful completion of three (3) years of continuous service with the City School District, any employee, upon written request, may be granted a leave of absence without pay for a period not to exceed one (1) year for purposes of full-time study at an accredited college, university, or recognized technical or vocational school, provided, such written request has been approved by the appropriate principal or department head and the Superintendent of Schools.

B. Any approved educational leave of absence may be extended or renewed at the discretion of the Superintendent of Schools, provided, however, that there shall be a minimum of three (3) years between the end of such leave of absence with extension and the granting of a new one (1) year leave of absence.

C. Applicants must file with the Superintendent of Schools a statement of the definite purpose for which such leave of absence is desired. This statement must include the institution at which the employee is to study and courses to be pursued.

D. Any change in the approved plans must be submitted in writing in advance to the Superintendent of Schools for approval.

E. At any time not more than one percent (1%) of the total number of employees regularly employed shall be on leave of absence. In case the number of applicants shall exceed one percent (1%), selection shall be made in accordance with the following principles:

- 1) Length of continuous service, preference being given to those longest in service.
- 2) Distribution by work location, care being taken that the number from any one work location shall not be comparatively excessive.
- 3) Nature of service, provision being made that the benefits of such leave of absence shall be distributed as fairly as possible among all applicants.

F. Deviations from the above may be recommended by the Superintendent of Schools.

G. Employees who have been granted leaves of absence for educational purposes shall notify the City School District not later than sixty (60) days prior to the termination of said leave of their intention to resume work at the termination of said leave.

H. Upon return, the employee will be offered reinstatement to his/her former position if the position has not been abolished or to a vacancy in a similar position at the same rate of pay. If an employee chooses another assignment, the employee will accept the position at the applicable rate of pay.

Provided however, that if, while an employee is on an approved leave of absence, a reduction in the work force occurs which would have necessitated his/her being laid off had he/she been at work, he/she shall be removed from leave and placed on layoff and notified to that effect.

I. The District will pay for education courses required of employees by the District. Full tuition shall be paid by the District for all educational courses required by the District upon completion of that accredited course or program with a passing mark.

There shall be a committee to establish criteria to pay for education courses related to an employee's job or career ladder. The Union shall be afforded full rights of participation in this committee.

J. Employees within the Unit shall be entitled to take educational courses offered by the Board of Education to the general public. Full tuition and fees shall be refunded upon completion of the courses.

Section 3. Extended Illness or Injury Leave Without Pay

An employee who is ill for a prolonged period and has used all sick leave allowances included under this Agreement shall be granted a leave of absence due to illness or injury as follows:

A. Employees shall be eligible for a leave of absence due to illness or injury without pay upon completion of six (6) consecutive months of employment with the City School District. Said leave shall not exceed ninety (90) consecutive calendar days.

B. Employees shall be eligible for a leave of absence due to illness or injury without pay upon completion of twelve (12) consecutive months of employment with the City School District. Said leave shall not exceed one hundred eighty (180) consecutive days in any twelve (12) month period.

C. Employees shall be eligible for a leave of absence due to illness or injury without pay upon completion of five (5) consecutive years of employment with the City School District. Said leave shall not exceed 365 consecutive calendar days.

D. Exceptions to "A," "B," and "C" above shall be upon the recommendation of the Supervising Director of Human Resources with the approval of the Superintendent of Schools.

E. In addition to the above conditions for the granting of leaves of absence without pay for illness or injury, the following shall also apply:

1) Holiday pay and local recess days pay shall not be granted during any leave of absence without pay.

2) Not more than one (1) leave of absence without pay shall be granted to any employee for the same illness or injury if the disorder is chronic or recurring.

F. Within ten (10) days after exhausting sick leave allowance, an employee shall request in writing from the Human Resources Department an extended illness or injury leave. A physician's statement must accompany the request for such leave indicating the reason for disability and the approximate length of absence. Failure to comply with the above requirements shall constitute a waiver of the right to authorized leave and may subject the employee to automatic termination of his/her service.

G. When an employee returns from an authorized illness or injury leave, and when determined physically able to return to work by his/her own physician and/or a physician representing the City School District, he/she shall be reinstated to his/her former job classification.

H. When an employee is on leave of absence from his/her position, a temporary appointment to such position may be made for a period not to exceed the authorized duration of such leave of absence or as prescribed by law.

I. An employee shall not accrue illness or vacation allowance while on illness leave of absence without pay.

J. Health, hospitalization major medical premiums and life insurance payments will not be paid by the City School District after ninety (90) consecutive days of leave of absence without pay for illness or injury.

Section 4. Other Unpaid Leaves of Absence

Unpaid leaves of absence or time off without pay for any reason other than those provided for in this Article shall not be granted unless recommended by the Division Head, Supervising Director of Human Resources and approved by the Superintendent of Schools.

Section 5. Benefits While On Unpaid Leave Status

Employees on an unpaid leave of absence, other than for reasons of illness or injury as indicated in Section 3, Subdivision J. of this Article, shall be responsible for all health and/or life insurance premiums while on unpaid leave status in order to maintain coverage, except as provided elsewhere in this Agreement.

Section 6. Absence Requests

Request for Absence Forms (in duplicate) must be submitted one (1) week in advance for all absences (except Personal Illness), including "earned vacation" and "time off for other than vacation purposes," except as provided elsewhere in this Agreement.

ARTICLE XIX

ILLNESS ALLOWANCE

Section 1. Entitlement

Effective October 8, 1990, all employees in the bargaining unit shall receive and accrue illness allowance at the rate of one (1) day per month commencing after one (1) calendar month of

full-time employment and monthly thereafter (on the anniversary date of each month).

For the purpose of computing accruals, employees who work less than twelve (12) month assignments will accrue illness days only during the months of their employment.

Any ten (10) month employee who is scheduled to work at least twenty (20) days during the months of July and August shall accrue and be eligible to use sick leave as per this Article.

Three (3) or more separate incidents of Sick Leave usage in a calendar month may result in discipline including loss of pay for illness days used and loss of accrued day that month.

Section 2. Procedure for Granting of Illness Allowance

A. Family Illness Absence Consistent with the procedures of this subsection, up to ten (10) days per year may be used for family illness absence for care of a spouse, parent or child.

B. A Certificate of Personal Illness (CPI) must be completed and filed in all absences for illness longer than three (3) consecutive working days. In all instances, the employee shall forward the signed Certificate of Personal Illness to the Human Resources Department not later than ten (10) working days from the date the employee returns to work. Failure of any employee to comply with the above procedure will result in a full deduction for all days absent and shall forfeit any right to retroactive pay for all days absent regardless of whether or not a signed Certificate of Personal Illness is presented subsequent to the above ten (10) days restriction. The Certificate of Personal Illness shall:

- 1) State the nature and extent of the illness, and
- 2) Part II of the Certificate of Personal Illness must be completed by a duly registered physician, licensed

chiropractor, or a Christian Science Practitioner for each payroll period. Forms signed by a chiropractor cannot be accepted unless and until he/she is licensed by the State of New York.

- 3) Return to Service Following a Long Illness (twenty or more consecutive workdays):

An employee who has been absent because of a long illness must submit a Certificate of Personal Illness (CPI) from his/her physician stating the date he/she is approved to return to full-time employment and resume usual duties. This certificate must be submitted prior to or on the effective date of return.

C. Certificate of Personal Illness (CPI) - Special Circumstances

- 1) State the nature and extent of the illness, and
- 2) Part II of the Certificate of Personal Illness must be completed by a duly registered physician, licensed chiropractor, or Christian Science Practitioner for each payroll period for all days taken regardless of the number under the following circumstances:
 - a. Before or after holidays and/or paid local recess days.
 - b. Before or after paid scheduled recesses (February, etc.)
 - c. First and last day school is in session.

- d. At any time, if so requested by the Superintendent of Schools or his/her designee.

D. Wages will not be allowed under the above provisions in the following cases:

- 1) For bodily illness or injury caused outside the school or office by another where successful recourse is had to the regular procedure for collecting damages.
- 2) For illness or injury incurred while performing other employment not in the service of the City School District, including gainful self-employment.

E. If an employee reports for work and is sent home due to illness by his/her immediate supervisor or department head, the employee shall suffer no loss of time or pay for that day. Such absence shall not be charged to sick leave, vacation, or personal leave.

F. All time for which an employee is credited with sick leave taken shall be considered as time worked.

Section 3. Extended Sick Leave at One-Half (½) Pay

A. Effective October 8, 1990, Extended Leave at One-Half (½) Pay shall be authorized after sick leave accruals, unused vacation days, and personal leave days have been exhausted, with the approval of the Supervising Director of Human Resources. Such leave shall be granted only on the basis of an Attending Physician Statement, clearly stating the nature and expected length of the disability. Said Attending Physician Statement is to be filed with the Supervising Director of Human Resources within seven (7) calendar days of the employee exhausting all full pay accruals. The Extended Sick Leave will be retroactive to the date of eligibility.

B. Eligibility: Extended Sick Leave at One-Half (½) Pay shall be granted to employees with a minimum of one (1) year of continuous service. This benefit can only be used once every twelve (12) months no matter how short the duration of One-Half (½) Pay is used.

C. Initial Allowances: Based upon years of service to the City School District, employees will have the following allowances of Extended Sick Leave at One-Half (½) Pay for each of the service time periods indicated:

- One (1) full year but less than three (3) years - 30 working days;
- Three (3) full years but less than six (6) years - 60 working days;
- Six (6) full years or more - 90 working days.

Service time must be continuous years of service with the City School District of Rochester.

D. Additional Allowance: If an employee utilizes any amount of Extended Sick Leave at One-Half (½) Pay, he/she will begin reaccumulating the allowance according to the schedule in Subdivision C as if he/she were a new employee. However, an employee will retain any unused Extended Sick Leave at One-Half (½) Pay allowance previously accumulated. Retained allowances and additional allowances provided in this subdivision shall not be cumulative and in no event shall the total allowance exceed the maximum allowance set forth in Subdivision C. An employee's eligibility for additional allowance will be calculated from the day he/she resumes working after having last used Extended Sick Leave at One-Half (½) Pay.

E. Employees shall receive the following fringe benefits while on Extended Sick Leave at One-Half (½) Pay: Pension, Blue Cross/Blue Shield, Medical and Hospital benefits, Dental benefits, and Life Insurance. There shall be no accrual of vacation, sick or personal leave while on Extended Sick Leave at One-Half (½) Pay.

F. An employee who is on Extended Sick Leave at One-Half (½) Pay shall not be eligible for Catastrophic Illness Leave, as

described in Section 4 of this Article. Employees diagnosed with an illness or injury of a catastrophic nature while on Extended Sick Leave at One-Half (½) Pay, may also apply for Catastrophic Illness Leave retroactive to the date of the diagnosis.

Section 4. Catastrophic Illness

A. Upon complete exhaustion of paid illness allowance provisions of this Agreement, a unit member with a minimum of one (1) year of continuous employment from the employee's most recent date of hire with the Rochester City School District may request from the Superintendent of Schools a Catastrophic Illness Leave. The Superintendent shall convene a joint committee chaired by the Supervising Director of Human Resources to review the request. If the joint committee recommends and the Superintendent approves, a unit member may receive up to ninety-five (95) illness days.

B. Upon exhaustion of such paid Catastrophic Illness Leave, the unit member may reapply for an additional paid illness leave of up to ninety-five (95) days. The granting of such additional leave is discretionary on the part of the Superintendent and is contingent upon the unit member applying for a retirement (disability or regular service) at the time of their application for an additional ninety-five (95) paid illness days and resigning from employment with the City School District at the end of such leave. No seniority shall accrue during Catastrophic Illness Leave.

C. An employee on an approved Extended Sick Leave at One-Half (½) Pay as set forth in Section 3 of this Article shall be eligible for Catastrophic Illness Leave as provided for in paragraph B above only upon applying for a disability retirement or resignation.

ARTICLE XX

WORKERS' COMPENSATION

Section 1. Coverage

All employees shall be covered by Workers' Compensation as governed by the laws of the State of New York. Rules relating to Workers' Compensation covering injuries sustained during the course of employment with the City School District apply to both full and part-time employees.

Section 2. Method of Payment

A. Full salary shall be paid for an absence due to an injury for as many days as the injured employee has accumulated illness allowance. Only the first five (5) days will be deducted from illness allowance. If an employee exhausts all his/her accrued sick leave days due to a Compensation Injury, upon his/her return to work he/she will be allowed to use up to an additional ten (10) sick leave days for illness or injury. When the Workers' Compensation Board reimburses the District in settlement of the employee's claim, any such additional days used by the employee shall be deducted and kept by the District.

B. When full salary in lieu of the Compensation rate, as prescribed by law, has been paid for the number of days representing accumulated illness allowance, the injured employee shall then be paid the Compensation rate for the balance of the disability until the physician has declared the injured ready to resume his/her usual work. This Compensation payment covers summer months and unpaid school vacation periods.

C. If an employee is still disabled on July 1, full salary shall be resumed to the limit of his/her illness allowance.

D. Permanent or long-term disability shall be handled individually as the need arises. The Union and the employee shall be informed of all such proceedings.

E. The City School District will pay all medical bills arising from compensation injuries. All compensation matters are handled by the Human Resources Department.

F. All reports of injuries must be forwarded to the Human Resources Department within thirty (30) days from the date of injury.

ARTICLE XXI

INSURANCE BENEFITS

Section 1. Hospitalization, Medical Benefits, and Dental Benefits

All regularly appointed employees assigned full time (to their position) shall be entitled to the level of health and hospitalization, major medical, and dental insurance coverage equal to or exceeding the 1981-82 levels of insurance in effect under the conditions stated below.

Effective July 1, 1984, for all regularly appointed employees assigned full time (to their positions), dental insurance coverage will be expanded to include employee dependents under the current dental plan.

Effective January 1, 1988, the District's Dental Insurance Program shall be modified so as to provide improved benefits consistent with the GHI - Spectrum R insurance plan.

- Conditions:
- 1) A new employee must submit to the Human Resources Department within thirty (30) days of the first day of employment his/her Declaration of Intent to enroll. Failure to apply within thirty (30) days of employment may jeopardize enrollment in the plan desired.
 - 2) After thirty (30) days of employment, an employee may apply for coverage by submitting to the Human Resources Department his/her

Declaration of Intent to enroll, and by conforming to the rules for admittance to the plan desired.

- 3) Our insurance carriers require:
 - a. addition of spouse must be made through the Human Resources Department within sixty (60) days of date of marriage, and
 - b. change in marital status or death of spouse must be reported to the Human Resources Department so that the insurance carriers may be notified and adjustment made in the plan if necessary.
- 4)
 - a. Effective January 1, 1991, all new hires shall contribute fifteen percent (15%) of the health insurance premium costs for health and hospitalization, major medical, and dental benefits.
 - b. Effective January 1, 1997, the District will provide and administer a pre-tax premium plan for all employees contributing towards Health and Dental Insurance premiums.
- 5) Effective January 1, 1991, each married employee whose spouse is also employed by the District shall be entitled to benefits under only one family contract.
- 6) When illness allowance of an insured employee is exhausted and earned vacation time has been exhausted and the employee is on an Extended Illness or Injury Leave, premiums shall be paid by the City School District at the discretion of

the Supervising Director of Human Resources for a period not to exceed ninety (90) days thereafter.

- 7) Full insurance premiums for the months of July and August will be paid by the City School District for all employees who have an assigned work schedule of at least one hundred eighty (180) days and in the opinion of the District will be reassigned to a full-time position in the District within sixty (60) days. However, if an employee resigns after the close of school in June, or if he/she does not return to active employment for the opening of school in September, the full premium costs paid by the City School District for July and August must be refunded to the City School District.
- 8) The employee who becomes eligible for Medicare, or whose spouse becomes Medicare-eligible, either due to reaching age 65 or due to disability, must notify the Human Resources Department in advance so that the health insurance may be converted under the provisions of Federal law.
- 9) The employee shall be allowed, upon retirement⁴, to transfer health insurance into the retired employees' group by notifying the Human Resources Department of the retirement, and by requesting the transfer through the Human Resources Department. The City School District will pay the full premium costs for the health and hospitalization coverage provided the employee has been employed with the City School District for at least ten (10) continuous years prior to the date of retirement. The

⁴ For those employees not members of the New York State Retirement System, retirement is interpreted to mean meeting Social Security requirements.

retiree, however, assumes the full premium for the major medical plan.

(10) Effective January 1, 1997 the Major Medical deductible for employees will be \$200.00.

(11) Effective November 1, 1997, the private duty nursing benefit under the Major Medical plan will be capped at \$100,000 per family member per year.

Section 2. Life Insurance

All active employees covered by this Agreement who are entitled to receive health insurance coverage will be entitled to receive a fully paid life insurance policy in the amount of \$5,000.

Effective November 1, 1990, bargaining unit employees who retire shall be eligible to continue such life insurance coverage at their own expense.

Section 3. Alternative Health Care Plans -- Health Maintenance Organizations (HMO)

The Board shall additionally provide opportunity to members of the bargaining unit to enroll in an HMO consistent with "Blue Choice Extended" with vision and eye care and "Preferred Care Comprehensive" with vision and eye care under the following provisions:

The employer agrees that each employee covered by this Agreement shall have the privilege of subscribing to an HMO and that such an employee's option be in lieu of the group health insurance plan for traditional indemnity hospital, medical, surgical and related services provided by this Agreement. The employer agrees that if the employee elects such option, the employer will contribute monthly for each covered employee the entire premiums or subscription charges for the HMO. However, the employer's contribution toward such HMO shall not be greater than the amount which the employer would have paid or contributed had the employee not elected such HMO in order to pay for the group health insurance plan for traditional indemnity hospital,

medical, surgical, and related services provided by this Agreement. If the premium or subscription charges required for the employee's participation in the HMO is greater than the amount the employer is liable to contribute under this Section, the employer agrees to check off from the employee's pay, upon receipt of a written authorization for such purpose from the employee, the additional amount required for full payment of the premium or subscription charge.

Effective January 1, 1997, the District shall make available HMO plans consistent with the levels of benefits as provided by "Blue Choice Select" with vision, eye care and chiropractic riders and "Preferred Care Community" with vision, eye care and chiropractic riders.

Enrollments in and cancellations of HMOs can only be made once each year and are limited to the District's annual March 1 anniversary date. Notification of intent to enroll and/or cancel must be received in the District's Human Resources Department no later than thirty (30) days prior to the March 1 effective date.

Section 4. Payroll Deduction Authorization

The District agrees to make available through employee-paid payroll deduction additional insurance from a single duly recognized and authorized insurance agency as designated by the Union.

ARTICLE XXII

RETIREMENT PLAN⁵

The Board shall implement Career Retirement Plans of the New York State Employees' Retirement System for all eligible employees who are required to participate or who desire to participate as set forth below.

⁵ For those employees not members of the New York State Retirement System, retirement is interpreted to mean meeting Social Security requirements.

- Tier I - Non-Contributory Career Plan (Section 75-i⁶); Guaranteed minimum death benefit (Section 60-b); Unused sick leave benefit (Section 41-j)
- Tier II - Non-Contributory Career Plan (Section 75-g); Unused sick leave benefit (Section 41-j)
- Tier III - Coordinated Escalator Retirement Plan (Article XIV); Unused sick leave benefit (Section 41-j)
- Tier IV - Coordinated Retirement Plan (Article XV); Unused sick leave benefit (Section 41-j)

ARTICLE XXIII

PROTECTION OF EMPLOYEES

Section 1. Assistance in Assault Cases

A. All employees in the bargaining unit shall be required to report any case of assault in connection with their employment to the Superintendent of Schools and Counsel. The Superintendent shall acknowledge receipt of such report and shall report this information to the Board.

B. The Immediate Supervisor, his/her representative, or the Counsel, shall inform the employee immediately of his/her rights under the law, and shall provide such information in a written document.

⁶ Such election effective upon filing of a certified resolution with the Comptroller of the State of New York.

C. The Immediate Supervisor, his/her representative, or the Counsel, shall notify the employee of his/her readiness to assist as follows:

- 1) By obtaining from police and/or from the principal relevant information concerning the alleged culprits, and
- 2) By acting in other appropriate ways as liaison between employee, police and the courts.

Section 2. Counsel

A. The Board agrees to provide counsel for any employee in the bargaining unit in any action taken against him/her arising out of any necessary action taken against any person while in the discharge of his/her duties and within the scope of his/her employment. The employee must, however, within ten (10) days of service of a summons, complaint, or other legal paper, deliver the original or a copy thereof to the Board.

B. Should an assault on a member occur and if it results in loss of time, the employee shall be paid in full for a period not to exceed six (6) months, and such paid absence shall not be deducted from any sick leave to which such employee is entitled under this Agreement.

ARTICLE XXIV

JOINT COMMITTEES

The District and the Union recognize the following joint committees:

- 1) **Safety Committee** The District and the Union agree jointly to establish a safety committee consisting of an equal number of District and

Union representatives whose purpose it will be to advise on all safety matters and to promote safety for workers and participate in making the safety program known to all workers.

- 2) **Labor/Management Committee** It is the purpose of the City School District Labor/Management Committee to address in a just and fair manner, issues which are of concern to both labor and management, through joint cooperation and open discussion. The Committee will be an open forum, to increase mutual understanding, shared trust, and to improve the quality of work and the quality of working life in the City School District.
- 3) **Calendar Committee** A unit member will be placed on the District's Calendar Committee.
- 4) **Bracket Committee** A unit member shall participate on the Bracket Committee when addressing AFSCME positions.

ARTICLE XXV

MISCELLANEOUS

Section 1. Disabled Employees

The Board shall make every reasonable effort to place employees in work they are able to perform who become partially disabled on their present job.

Section 2. Protection and Security for Employees

The Board shall provide adequate security and protection at work installations for employees during their respective work shifts.

Section 3. Personnel Practices

The School District shall provide copies of this Agreement to all employees in the bargaining unit.

Section 4. Contracting Services

The City School District reserves the right to contract for any service when such action is in the best interest of the District. However, the City School District will absorb any personnel with five (5) or more years of service into comparable paid vacancies then existing if the letting of such contract should result in the elimination of a job for an employee or employees. Further, the City School District will attempt to have the contractor employ such personnel.

At least five (5) days before the Board of Education meets to vote upon a recommendation to contract services which results in the elimination of jobs within the unit, the District and Union shall meet to discuss implementation of this Section.

Section 5. Job Classifications

The parties agree thirty (30) days after signing of this Agreement representatives of the District and the Union shall meet as a job reclassification committee of not more than four (4) District members and four (4) Union members to review and evaluate job classifications and recommend to the Superintendent changes where required, subject to Civil Service Commission approval and Board of Education action.

Section 6. Child Care

The District and the Union agree to establish a joint committee to study the feasibility of child care arrangements accessible by employees at sites where the District provides child care for students. This committee shall report its recommendations to the Superintendent and BENTE/AFSCME President.

Section 7. Tool Allowance

Effective July 1, 1996, the District shall provide each Vehicle Maintenance Mechanic with a \$300 tool allowance payable to the employee upon presentation of receipts during each school year.

Section 8. Uniforms

The District shall provide two (2) uniforms (without shoes) for food service workers required to wear such uniforms in the central kitchen and the secondary schools. The District shall provide uniforms (including rain gear) for Sentries. There shall be a Joint Committee to select uniforms. The District shall provide two (2) coveralls to City School District "movers."

Section 9. Safety Equipment

A. Employees who in the opinion of the District require special safety equipment shall be issued such equipment as is deemed necessary without charge.

B. Safety shoes shall be issued at the beginning of each school year no later than September 30th.

C. Effective July 1, 1997, employees who in the opinion of the District are required to wear safety shoes shall be provided with an allowance of up to \$75 per year towards the purchase of safety shoes. This allowance is payable to the employee upon

presentation of appropriate receipts to the District during the period beginning July 1st and ending September 30th each school year. (Paragraph B. of this section will expire on June 30, 1997 and be removed from any future collective bargaining agreements.)

Section 10. Parking--Central Administrative Offices

The District agrees to provide parking to all bargaining unit members assigned to the Central Administrative Offices.

Section 11. Occupational Therapists, Physical Therapists, and Certified Occupational Therapy Assistants

- 1) Occupational Therapist, Physical Therapist, and Certified Occupational Therapy Assistant employees shall receive additional pay at their regular hourly rate for attendance at meetings scheduled other than the employees' regularly scheduled hours of work when their attendance is required. Additional pay is subject to the approval of the Coordinator of Occupational Therapy and Physical Therapy.
- 2) Release Time for I.E.P. Preparation
 - A) The District shall provide OT/PT's who have required I.E.P. writing/conferencing responsibilities with one (1) full day of release time per school year or the equivalent, for the purpose of writing I.E.P.'s preparing for and holding I.E.P. conference with parents, preparing for annual reviews, etc.
 - B) Such release time will be scheduled with the approval of the immediate supervisor to meet program needs.

- 3) Occupational Therapist, Physical Therapist, and Certified Occupational Therapy Assistant employees shall receive reimbursement up to \$300/year for conferences and/or seminars. Reimbursement is subject to the approval of the Coordinator of Occupational Therapy and Physical Therapy. Such reimbursement shall be prorated for those employees working less than a 1.0 FTE schedule.
- 4) The Joint Advisory Committee shall continue to meet.

Section 12. Direct Payroll Deposit

The District shall provide the opportunity for employees to participate in its Direct Payroll Deposit Program.

Section 13. Elementary School Secretary

Elementary school secretary positions will increase from ten (10) months to eleven (11) months. The employees will accrue one (1) additional personal leave day, one (1) additional vacation day, and one (1) additional sick day to be used in accordance with Article XVI, Sections 1, 2 and 3 and with Article XIX, Section 1.

Section 14. Inservice Job Training (Workshops)

Twenty-five thousand dollars (\$25,000) out of the districtwide professional development fund shall be allocated in each year of the 1996 - 2000 contractual Agreement for BENTE/AFSCME unit members for inservice job training, workshops and conferences that may relate to their employee functions.

BENTE and the Rochester City School District shall set up a committee for the purpose of allocation and instructional criteria to be used for said programs.

ARTICLE XXVI

GRIEVANCE PROCEDURE

Section 1. Definitions

Grievance - A "grievance" is defined as an alleged violation, misinterpretation, or inequitable application of the provisions of this Agreement.

Employee - The term "employee" may include a group of employees who are similarly affected by a grievance.

Party-In-Interest - The "party-in-interest" is the person making the claim and any person who might be required to take action, or against whom action might be taken in order to resolve the problem.

Days - The term "days" when used in this procedure shall, except where otherwise indicated, mean working school days.

Section 2. Procedure

A. It is important that the grievances be processed as rapidly as possible. The number of days indicated at each level should be considered as maximum and every effort shall be made to expedite the process. However, when mutually agreed upon, the time limits below may be extended.

B. In the event a grievance is filed on or after the first of June which, if left unresolved until the beginning of the following school term could result in irreparable harm to the employee or group of employees concerned, the time limits set forth herein shall be appropriately reduced by mutual agreement.

C. Failure at any step of this procedure to communicate to the grievant or Steward the decisions on a grievance within the specified time limits shall permit the grievant to proceed to the next level of the grievance procedure. Failure to appeal to the next level within the specified time limits shall terminate the grievance.

Section 3. Levels

Level 1 - Immediate Supervisor After the employee has communicated his/her grievance to the Union Steward, the Steward with or without the employee shall take up the grievance with the employee's immediate supervisor within ten (10) workdays of its occurrence. If the grievance is not taken up by the employee or the Union Steward as set forth in this level, the grievance shall be deemed waived. The Supervisor shall then attempt to adjust the matter and shall respond to the Steward within five (5) workdays.

Level 2 - Superintendent or Designee In the event the grievance is not resolved at Level 1, it shall be presented in writing by the Union Steward or other authorized Union representative to the Superintendent's designee within five (5) workdays after the immediate supervisor's response is due. The Superintendent's designee shall respond to the Steward or other authorized representative of the Union in writing within ten (10) workdays of receipt of the grievance.

Level 3 - Board of Education

A. If the grievance is not resolved at Level 2, an appeal may be made by the Union in writing to the Board of Education within ten (10) workdays from the receipt of the decision at Level 2 or when the decision should have been forthcoming; within fifteen (15) workdays of the receipt of the appeal, the Board of Education shall hold a hearing with both sides in an attempt to resolve the problem.

B. Within five (5) workdays after the conclusion of the hearing the Board of Education shall render a decision on the grievance in writing. Such decisions shall be promptly transmitted to the Union and all parties in interest.

Level 4 - Arbitration

A. If the grievance is not resolved at Level 3, either party may, within ten (10) workdays after the reply of the Board of Education is received or should have been due, give written notice to the other requesting arbitration.

B. The requesting party shall notify the New York State Public Employment Relations Board and shall request a panel of impartial arbitrators from which both the Employer and the Union shall make a selection in accordance with the Public Employment Relations Board's Rule of Procedure.

C. The appointed arbitrator shall hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearings or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her.

D. The arbitrator's decision will be in writing, and will set forth his/her findings of fact, reasoning, and conclusions on the issues.

E. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which adds to, deletes from, or in any way changes, alters, or modifies the terms of this Agreement.

F. The decision of the arbitrator shall be final and binding upon the parties.

G. The costs for the services of the arbitrator shall be borne equally by the Board of Education and the Union. If either party desires a verbatim record of the proceedings, it may cause such record to be made, provided it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Section 4. Miscellaneous

A. If meetings are scheduled during working hours, employees shall suffer no loss of pay.

B. During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private and any preliminary disposition shall not be made without the agreement of all parties.

C. There shall be no reprisals of any kind by supervisory or administrative personnel taken against any party in interest or members of the Union, or any other participant in the procedure set forth herein for reason of such participation.

D. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

E. Forms for filing grievances shall be provided by the Union.

F. In the case of a group grievance, the grievance may be submitted at Level 2 by any authorized representative of the Union. Unless the grievance is a group grievance, the grievant shall be present at all levels of the grievance procedure.

G. The Union agrees that during the processing of any grievances, it shall take all steps necessary and appropriate to assure that all job responsibilities are fully and faithfully discharged, and the status quo shall be maintained by employees until the grievance is resolved.

ARTICLE XXVII

SAVINGS CLAUSE

Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall only apply to the specified Article, Section, or portion thereof directly specified in the decision, upon the issuance of such a decision.

ARTICLE XXVIII

MODIFICATION OF AGREEMENT

This contract may not be modified by the parties in whole or in part except by an instrument in writing duly executed by both parties and no departure from any provisions of this contract by either party shall be construed to constitute waiver of the right to enforce such provision.

ARTICLE XXIX

TOTAL AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

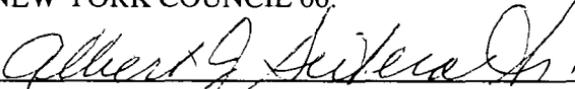
ARTICLE XXX

TERMINATION OF AGREEMENT

This Agreement shall be automatically renewed from year to year unless either party shall notify the other in writing prior to the termination date set forth elsewhere in this Agreement that it desires to modify this Agreement. In the event that such notice is given, negotiations shall commence not later than one hundred sixty-five (165) days prior to the termination date. This Agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals.

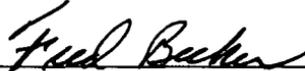
FOR THE BOARD OF EDUCATION NON TEACHING EMPLOYEES (BENTE) UNION, LOCAL 2419, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO, NEW YORK COUNCIL 66:



Albert J. Sutera, Sr., Business Manager
BENTE/AFSCME
Local 2419

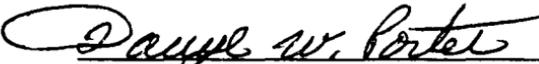


Paul P. Fronckowiak, President
BENTE/AFSCME Local 2419

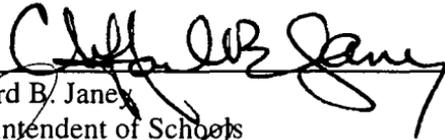


Fred Becker
Area Representative
AFSCME Council 66

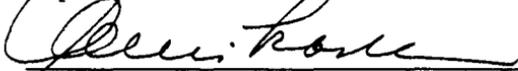
FOR THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF ROCHESTER, NEW YORK:



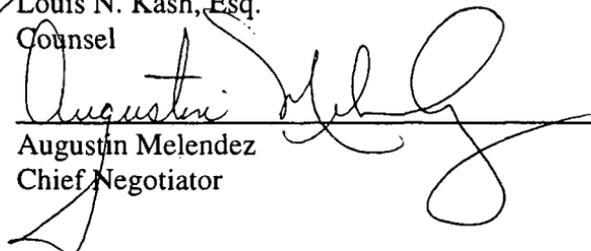
Darryl W. Porter
President



Clifford B. Janey
Superintendent of Schools



Louis N. Kash, Esq.
Counsel



Augustin Melendez
Chief Negotiator

APPENDIX "A"

All employees in the following job titles shall be in the collective bargaining unit, except that those employees who have access to confidential and policy information relating to collective bargaining shall not be deemed within the unit.

Bracket Increases

The District will allocate up to \$15,000 to fund bracket increases to be implemented during the 1996-97 school year. A joint labor management committee will have the sole discretion to determine which titles shall receive bracket increases. The Parties agree to form this committee by November 1, 1996. Increases approved by this committee will be effective December 1, 1996.

Section 1. Primary Unit

Job Title	*Civil Service Classification	Maximum Assigned Hours Per Week	Bracket
Account Clerk Typist	C	35	IX
Architectural Drafting Technician	C	40	XV
Attendance Assistant	C	35	XV
Audiometric Technician	C	35	XVI
Audiovisual Assistant	C	35	IX
Audiovisual Attendant	L	40	VI
Audiovisual Repairer	C	40	XII
Auditor, Grade I	C	35	XVI
Auditor, Grade II	C	35	XII
Automotive Mechanic	N	40	XIII
Automotive Stock Clerk	C	40	XI
Bindery Assistant	N	40	VIII
Bus Attendant, Regular Districtwide	L	40	XIII
Bus Discipline Coordinator	C	40	XVI
Bus Dispatcher	C	40	XIV
Bus Driver	N	40	XIII
Bus Operations Expediter	C	40	XVIII

APPENDIX "A"

Section I. Primary Unit

Job Title	*Civil Service Classification	Maximum Assigned Hours Per Week	Bracket
Certified Occupational Therapy Assistant	C	35	XV
Child Development Assistant	C	35	XIV
Cleaner	L	20	II
Clerical Trainee	C	35	IV
Clerk-Typist	C	35	VII
**Clerk-Typist (Bilingual)	C	35	VII
Clerk I	C	35	XV
**Clerk I (Bilingual)	C	35	XV
Clerk II	C	35	XII
Clerk II w/typing	C	35	XII
**Clerk II w/typing (Bilingual)	C	35	XII
Clerk III	C	35	IX
Clerk III w/typing	C	35	IX
**Clerk III w/typing (Bilingual)	C	35	IX
Control Clerk	C	35	XII
Coordinator of Sentry and Attendance Administration	C	35	XVII
Copy Finisher	C	40	XII
Copy Processing Technician	C	35	XV
Costume Designer	N	35	VIII
Courier	L	35	VIII
Custodial Assistant	L	40	III
Day Care Aide	N	20	II
Distributed Processing Technician	C	35	XXI
Distributed Processing Technician Trainee	C	35	XX
Driver/Mover	N	40	VII
Duplicating Offset Machine Operator	C	40	X
Film Inspector	N	40	VI

APPENDIX "A"

Section 1. Primary Unit

Job Title	*Civil Service Classification	Maximum Assigned Hours Per Week	Bracket
Home School Assistant	N	35	XV
Keypunch Operator	C	35	IX
Laborer	L	40	II
Language Assessor Assistant	C	35	XIV
Lead Bindery Assistant	N	40	X
Legal Secretary	C	35	XV
Legal Secretary III	C	35	IX
Locker Room Attendant	L	40	II
Maintenance Helper	L	40	III
**Maintenance Mechanic I	N	40	XIV
Maintenance Mechanic II	N	40	X
Messenger	L	35	V
Microfilm Operator	N	35	VI
Office Machine Repair Technician	C	40	XIV
Operations Clerk	C	35	IX
Orientation & Mobility Instructor	C	35	XXIII
Painter	L	40	X
Peripheral Equipment Operator	C	35	XIV
Photocopy Machine Operator	C	35	XVI
Phototypesetting Machine Operator	C	40	XII
Principal Payroll Clerk	C	35	XV
Print Shop Technician	C	40	XIV
Project Evaluation Assistant	C	35	XVI
Project Worker	N	35	VIII
Research Assistant	C	35	XIII
Safety Coordinator	C	40	XVIII
School Clerk-Typist	C	35	VIII
School Secretary	C	35	XIV
**School Secretary (Bilingual)	C	35	XIV

APPENDIX "A"

Section I. Primary Unit

Job Title	*Civil Service Classification	Maximum Assigned Hours Per Week	Bracket
Security Guard	C	40	IV
Security Patrol Officer	C	35	VII
Senior Account Clerk Typist	C	35	XV
Senior Automotive Mechanic	N	40	XVI
Senior Computer Operator	C	35	XVIII
Senior Duplicating Offset Machine Operator	C	40	XII
Senior Keypunch Operator	C	35	X
Senior School Secretary	C	35	XVII
Senior Stenographer	C	35	IX
Stenographer	C	35	VII
Stenographer-Secretary	C	35	XIII
Stock Clerk	C	40	XI
Stock Handler	N	40	IX
Teacher Personnel Specialist	C	35	XVI
Technical Director	C	35	XV
Telephone Operator	C	35	VIII
Telephone Technician	C	40	XIV
Translator	C	35	XVI
Truck Driver, Class 5	N	40	IX
Word Processing Operator I	C	35	XVI
Word Processing Operator II	C	35	XIII
**Word Processing Operator II (Bilingual)	C	35	XIII
Word Processing Operator III	C	35	X

APPENDIX "A"

Section 2. Supervisory and Technical Unit

Job Title	*Civil Service Classification	Maximum Assigned Hours Per Week	Bracket
Accountant	C	35	XIX
Assistant Architect	C	35	XXII
Assistant Bus Maintenance Supervisor	C	40	XVIII
**Assistant Custodian Engineer	C	40	IX
Assistant Engineer - Electrical	C	35	XXI
Assistant Engineer - Mechanical	C	40	XXI
Automated Routing Specialist	C	35	XX
Budget Technician	C	35	XIX
Bus Maintenance Supervisor	C	40	XXII
Bus Operations Supervisor	C	40	XXII
Communications Assistant	C	35	XIX
Computer Operator	C	35	XVI
Computer Programmer	C	35	XXIII
Construction Cost Estimator	C	40	XXII
**Custodian Engineer	C	40	XIII
Data Processing Assistant	C	35	XVI
Data Processing Control Supervisor	C	35	XIV
Data Processing Coordinator	C	35	XXIII
Data Retrieval Specialist	C	35	XXII
Day Care Supervisor	C	35	VIII
Director of Information	C	35	XXIII
Distributed Processing Coordinator	C	35	XXIII
Early Childhood & Parenting Specialist	C	35	XIX
Facilities Maintenance and Repair Planner	C	40	XX

Section 2. Supervisory and Technical Unit

Job Title	*Civil Service Classification	Maximum Assigned Hours Per Week	Bracket
Facilities Utilization Assistant	C	40	XVI
Facilities Utilization Specialist	C	40	XX
Grants Coordinator	C	35	XXIII
Junior Accountant	C	35	XV
Junior Programmer Analyst	C	35	XXI
Junior Programmer Analyst Trainee	C	35	XX
Key punch Supervisor	C	35	XV
Maintenance Inspector	C	40	XX
Native American Project Assistant	C	35	XIX
***Occupational Therapist	C	35	XXIII
***Physical Therapist	C	35	XXIII
Programmer Analyst	C	35	XXIII
Programmer Analyst Trainee	C	35	XXI
Project Administrator	C	35	XXIII
**Project Administrator - Bilingual	C	35	XXIII
Project Assistant	C	35	XIX
**Project Assistant (Bilingual)	C	35	XIX
Project Coordinator	C	35	XXI
Project Inspector	C	40	XX
Project Success Coordinator	C	35	XIX
Recruitment Coordinator	C	35	XXIII
Research Analyst	C	35	XXIII
School Construction Inspector	C	40	XX
School Project Organizer	C	20	VII
School Selection Specialist	C	35	XXIV
Senior Budget Technician	C	35	XXIII
Service Station Manager	C	40	XVI
**Supervising Stock Clerk	C	40	XVI

Section 2. Supervisory and Technical Unit

Job Title	*Civil Service Classification	Maximum Assigned Hours Per Week	Bracket
**Supervisor of Office Machine Repair	C	40	XVI
Supervisor of Utilities and Energy Management	C	35	XXII
Systems Analyst	C	35	XXIV
Systems Programmer	C	35	XXIII
Television Production Specialist	C	35	XXII
****Word Processing Supervisor	C	35	XIX
Youth Employment Coordinator	C	35	XXII

-
- * Civil Service Classification: C - Competitive; E - Exempt; L - Labor; N - Non-Competitive
 - ** Differentials to be added to base rate as indicated in Appendix "C."
 - *** Stipend to be added as indicated in Appendix "C" (Coordinator only).
 - **** Incumbents only.

APPENDIX "A"

Section 3. Miscellaneous Unit

Variable Hours - Maximum Assigned Hours: 40 Hours Per Week

Job Title	Civil Service Classification
Accompanist	N
Assistant Cook	L
Bus Attendant:	
Orthopedic Classes	L
Trainable Mentally Retarded Classes	L
Regular School	L
Regular Districtwide	L
Cafeteria Manager	C
Cook	N
Cook Manager	N
Food Service Helper	L
Porter	L
School Lunch Field Supervisor	C
School Sentry II	N
School Sentry II (Bilingual)	N
School Sentry I	N
School Sentry I (Bilingual)	N

EFFECTIVE JULY 1, 1996 - JUNE 30, 2000
WAGE SCHEDULE FOR POSITIONS IN THE PRIMARY
UNIT AND THE SUPERVISORY AND TECHNICAL UNIT

BRACKET	STEP 1	STEP 1.5	STEP 2	STEP 2.5	STEP 3	STEP 3.5	STEP 4	STEP 4.5	STEP 5	STEP 5.5	STEP 6
II	7.64	7.95	8.26	8.53	8.80	9.09	9.37	9.64	9.91	10.18	10.45
III	7.85	8.17	8.47	8.77	9.06	9.33	9.60	9.89	10.18	10.46	10.73
IV	8.33	8.63	8.92	9.19	9.46	9.73	10.00	10.31	10.61	10.90	11.19
V	8.49	8.80	9.11	9.40	9.68	10.02	10.35	10.69	11.01	11.32	11.62
VI	8.69	9.00	9.30	9.61	9.92	10.27	10.61	10.95	11.27	11.58	11.88
VII	8.88	9.20	9.52	9.86	10.18	10.53	10.88	11.24	11.59	11.91	12.22
VIII	9.30	9.62	9.94	10.31	10.68	11.04	11.40	11.77	12.13	12.46	12.79
IX	9.74	10.14	10.53	10.90	11.28	11.68	12.08	12.46	12.83	13.19	13.54
X	9.97	10.40	10.81	11.21	11.59	11.99	12.39	12.77	13.15	13.51	13.87
XI	10.49	10.91	11.34	11.74	12.14	12.56	12.98	13.43	13.86	14.24	14.62
XII	11.34	11.74	12.14	12.56	12.99	13.43	13.86	14.27	14.66	15.06	15.46
XIII	11.36	11.81	12.25	12.72	13.19	13.65	14.12	14.56	14.98	15.40	15.80
XIV	12.09	12.55	13.01	13.50	13.98	14.47	14.96	15.44	15.92	16.35	16.79
XV	12.94	13.40	13.87	14.35	14.82	15.28	15.74	16.23	16.71	17.18	17.64
XVI	13.38	13.92	14.46	15.01	15.56	16.11	16.65	17.18	17.71	18.20	18.68
XVII	13.79	14.31	14.83	15.38	15.93	16.47	17.00	17.60	18.18	18.69	19.18
XVIII	14.82	15.42	16.01	16.62	17.23	17.81	18.38	18.98	19.57	20.11	20.65
XIX	15.21	15.84	16.48	17.10	17.72	18.35	18.98	19.60	20.21	20.77	21.32
XX	16.44	17.09	17.73	18.39	19.05	19.69	20.32	20.99	21.65	22.24	22.84
XXI	16.90	17.56	18.23	18.91	19.60	20.30	21.00	21.65	22.31	22.92	23.53
XXII	18.72	19.48	20.24	21.00	21.76	22.48	23.21	23.96	24.70	25.39	26.06
XXIII	20.66	21.51	22.36	23.16	23.95	24.80	25.65	26.48	27.31	28.06	28.81
XXIV	23.32	24.19	25.06	25.94	26.81	27.68	28.55	29.41	30.27	31.11	31.94
XXV	25.35	26.30	27.26	28.22	29.17	30.13	31.07	32.03	32.97	33.88	34.79

APPENDIX "B"

EFFECTIVE JULY 1, 1996 - JUNE 30, 2000

WAGE SCHEDULE FOR POSITIONS IN THE MISCELLANEOUS UNIT

	STEP3	STEP 1.5	STEP 2	STEP 2.5	STEP 3	STEP 3.5	STEP 4	STEP 4.5	STEP 5	STEP 5.5	STEP 6	STEP 6.5	STEP 7
Accompanist	15.92	16.26	16.59	16.92	17.25	17.59	17.92	18.28	18.63	19.15	19.66		
School Sentry I	9.30	9.62	9.94	10.31	10.68	11.04	11.40	11.77	12.13	12.46	12.79		
School Sentry II	8.33	8.63	8.92	9.19	9.46	9.73	10.00	10.31	10.61	10.90	11.19		
*Bus Attendant: Orthopedic Classes	11.28												
Trainable Mentally Retarded	11.28												
Regular School	11.28												
Cafeteria Manager	14.66	15.19	15.72	16.26	16.80	17.34	17.88	18.43	18.97	19.49	20.01	20.56	21.11
School Lunch Field Supervisor	11.32	11.55	11.78	12.01	12.24	12.47	12.70	12.94	13.18	13.43	13.67	14.06	14.43
Cook Manager	10.38	10.63	10.88	11.11	11.34	11.65	11.95	12.21	12.47	12.73	12.98	13.34	13.70
Cook	7.93	8.19	8.45	8.66	8.88	9.14	9.39	9.65	9.91	10.15	10.38	10.67	10.95
Porter	7.93	8.19	8.45	8.66	8.88	9.14	9.39	9.65	9.91				
Assistant Cook	7.40	7.63	7.85	8.15	8.45	8.67	8.90	9.15	9.39				
Food Service Helper	7.22	7.42	7.62	7.92	8.22	8.49	8.75	8.98	9.22				

*Bus Attendant - Class 2 license with one year of experience

APPENDIX "C"

EFFECTIVE JULY 1, 1996 - JUNE 30, 2000

CENTRAL KITCHEN PERSONNEL DIFFERENTIALS

Cook	0.51
Assistant Cook	0.34
*Food Service Helper	0.25
Porter	0.17

SCHOOL PROGRAM DIFFERENTIAL

Cafeteria Manager	1.28
Cook Manager	1.28
School Nutrition Coordinator	1.28

BUILDING SIZE DIFFERENTIALS

	SIZE				
	Y	X	D	C	B
Custodian Engineer	3.10	2.18	1.72	0.80	0.34
First Assistant Custodian Engineer	1.31	0.80	0.52	0.27	
Second Assistant Custodian Engineer	1.07	0.52	0.27		
Third Assistant Custodian Engineer	1.07	0.52	0.27		
Fourth Assistant Custodian Engineer	1.07				

MISCELLANEOUS DIFFERENTIALS

Maintenance Mechanic I - Foreman	1.13
Supervisor of Office Machine Repair	0.29
Bilingual	0.23
Supervising Stock Clerk	0.29
Coordinator of Occupational Therapy and Physical Therapy	\$2,120 Annual Stipend

* Includes food service helper assigned cashier duties at elementary school

INDEX

	PAGE
ABSENCE - PAID LEAVES	38-42
Benefits While on Extended Sick Leave	51-52
Birth of Child, for father	38
Carryover as Sick Leave	41
Catastrophic Illness	52
Charged to Vacation	35, 41
Death in Immediate Family	38
Death of Blood Relative	38
Extended Sick Leave at One-Half Pay	50-52
Graduation	39-40
Illness in Immediate Family	48
Immediate Family, Definition of	38
Jury Duty	38
Legal Adoption	39
Military Duty	39
Moving Day	39
Personal Leave	40
Personal Leave - Exceptions	40-41
Quarantine	39
Subpoena	39
To Take Civil Service or License Exam	41-42
ABSENCE - UNPAID LEAVES	42-47
Absence Requests	42
Benefits While on Extended Illness or Injury Leave	45
Benefits While On Unpaid Leave	47
Education Leave	43-45
Extended Illness or Injury	45-47
Other Unpaid Leaves	47
Parental Leave	42-43
Parental Leave - To Care for Adopted Infant Child	43
ABSENCE REQUEST FORM	47
ABSENCE - See Also:	
ILLNESS ALLOWANCE	47-48
PROTECTION OF EMPLOYEES, ASSAULTS	59-60

ABSENCE - See Also: (Continued)	
VACATIONS and HOLIDAYS	33-38
WORKERS' COMPENSATION	53-54
AGREEMENT (See CONTRACT)	
APPENDIX A - JOB TITLES AND CLASSIFICATIONS	
Primary Unit	72-75
Supervisory and Technical Unit	76-78
Miscellaneous Unit	79
APPENDIX B - WAGE SCHEDULES	80-81
APPENDIX C - DIFFERENTIAL SCHEDULE	82
ASSAULT ON EMPLOYEE	59-60
BRACKET COMMITTEE	61
CALENDAR COMMITTEE	61
CHILD CARE	63
CIVIL SERVICE EXAMS - Time Off To Take	41
CIVIL SERVICE RULES AND REGULATIONS	
General Employment Provisions	10-15
Job/Position Classifications	10, 62, Apnx A
Vacancies and Transfers	27-30
CERTIFIED OCCUPATIONAL THERAPIST	64-65
CERTIFICATE OF PERSONAL ILLNESS (CPI)	48-50
CLASSIFICATIONS (Job/Position)	
Classified Positions Within Unit	10, Apnx A
New Positions and Specifications	14

CONTRACT	
Copy of Agreement	62
Duration	1
Legislative Approval	3
Modification of Agreement	70
Purpose of Agreement	2
Savings Clause	69
Signatures and Approvals	71
Termination of Agreement	70
Total Agreement	70
CONTRACTING SERVICES	62
DEFINITIONS	
“Days”	66
“Employee”	1, 66
“Full-Time”	10
“Grievance”	66
“Immediate Family”	38, 41
“Out-of-Title Work”	30-31
“Party-in-Interest”	66
“Retirement”	56, 58-59
“Seniority”	26
“Year”	10
DIRECT PAYROLL DEPOSIT	65
DISABLED EMPLOYEES	61
DISCIPLINE (and Discharge)	23-24
Disputes as to Discipline	24-25
Exercise of Rights	23-24
Grievance - Taken to Level 2	25
Limitations	25
Probationary Employee	25-26
Representation - By Union	25
Suspension Without Pay	23-24

EMPLOYEE, Definition of	1, 66
EMPLOYMENT PROVISIONS, GENERAL	10-15
Assignments	13
Clean-up Time	14
Equal Opportunity; Fair Practices	2
Full-Time, Definition of	10
New Positions and Specifications	14
Physical Examination	12
Position Classification	10, Apnx A
Rest Periods	14
Temporary Employees	10-11
Work Rules	15
Work Schedule	14
Work Week	13
Year, Definition of	10
FAIR PRACTICES	2
GRIEVANCE PROCEDURE	66-68
Confidentiality	68
Definitions	10, 25, 66
Discipline and Discharge	23-25
Forms for Filing Grievance	69
Group Grievance (Class Action)	69
Level 1 - Immediate Supervisor	67
Level 2 - Superintendent or Designee	67
Level 3 - Board of Education	67
Level 4 - Arbitration	67-68
Maintaining Status Quo	69
Meetings During Work Hours	68
Miscellaneous	68-69
Personnel File	23
Procedure	66-68
Reprisals	69

ILLNESS ALLOWANCE	47-52
Certificate of Personal Illness	48-50
CPI - Special Circumstances	49-50
Employee Sent Home By Supervisor	50
Entitlement	47-48
Procedure for Granting	48-49
IMMEDIATE FAMILY, Definition of	38-39
INSURANCE BENEFITS	54-58
Additional Insurance	58
(Payroll Deduction Authorization)	
Conditions	54-58
HMO's (Health Maintenance Organizations)	54-58
Hospitalization, Medical, Dental	54-58
Life Insurance	57
Medicare Eligible	56
Retirees	58-59
Upon Leaving Employ of District, Last Day of Coverage	56
While on Extended Illness or Injury Leave	45-47
While on Unpaid Leave Status	47
LABOR/MANAGEMENT COMMITTEE	61
LAYOFF AND RECALL	31-33
Displacement Procedure (Bumping)	32-33
Lists - Eligibility for Reinstatement	32-33
Lists - Layoff	32-33
Notification - Layoff	32-33
Notification - Recall	32-33
Probationary Employees	31
Procedures	31-33
Waiver of Rights	32
While on Unpaid Leave of Absence	42-43
MANAGEMENT RIGHTS	3

MISCELLANEOUS	61-65, 68
NEGOTIATIONS	
Commencement Date	70-71
Conventions, Released Time for	9
NO STRIKE CLAUSE	3
NYS EMPLOYEES' RETIREMENT SYSTEM	
Career Retirement Plans	58-59
OCCUPATIONAL THERAPISTS	64-65
Attendance at CSE Meetings	64
OUT-OF-TITLE WORK	30-31
OVERTIME PAY	19-21
PARKING AT CENTRAL OFFICE	64
PERSONAL LEAVE (Allowances and Conditions)	40-41
PERSONNEL FILE	23, 69
PHYSICAL (or MENTAL) EXAMINATION	12
PHYSICAL THERAPIST	64-65
Attendance at CSE Meetings	64-65
PHYSICIAN'S STATEMENT - Required	
Absence Before and After Holidays and Recess Days	37-38
Illness Absence Longer Than Three Consecutive Working Days	48-50

PHYSICIAN'S STATEMENT - Required (Continued)	
Parental Leave	42-43
Personal Illness During Paid Vacation	35-36
Return From Extended Illness or Injury Leave	46
Special Circumstances	49-50
Workers' Compensation	53-54
PROBATIONARY PERIOD	25-26
Discipline and Discharge	23-25
Layoff and Recall Procedures	31-33
Representation	25
Seniority	25-26
Vacancies and Transfers	27-28
PROTECTION OF EMPLOYEES	59
Assault Cases	59
Counsel - Suits	60
Protection and Security	62
RECALL (See LAYOFF AND RECALL)	
RELEASED TIME (See UNION RIGHTS)	
REQUEST FOR ABSENCE FORM	47
RETIREMENT	
Definition of	56, 58-59
Health Insurance Benefits	54-58
RETIREMENT PLAN	58-59
SAFETY COMMITTEE	60-61
SAFETY EQUIPMENT	63-64
SAVINGS CLAUSE	69

SENIORITY	
Breaks in Continuous Service	26
Catastrophic Illness	52
Credit Change to Permanent Status	10-11
Definition of	10
Layoff and Recall	31-33
Lists	26
Out-of-Title Work	30-31
Probationary Period	25-26
Shift Preference	30
Vacancies and Transfers	27-30
Vacations - Time Taken	34-35
TERMINATION OF AGREEMENT	70
TOOL ALLOWANCE	63
TOTAL AGREEMENT	70
TRANSFERS (WORK FORCE CHANGES)	27-31
TRANSPORTATION ALLOWANCE	21-22
TRAVEL	21-22
TUITION FOR EDUCATION COURSES	45
UNIFORMS	63
UNIT DEFINITION	1, Apnx A
UNIT RECOGNITION, BENTE/AFSCME	1
UNION RIGHTS	4-9
Access to District Premises	9
AFSCME Political Action Fund	5-6
Agency Shop Fee Deduction	4-6
Building Visitations	8

UNION RIGHTS (Continued)

Dues Deduction, Authorization for	4-6
Organizational Rights	6-8
Other Unions, No Aid to	9
Released Time - Conventions	9
Released Time - Grievance Meetings	7
Released Time - Negotiations	9
Released Time - Special Conferences	8-9
Released Time - Union Officers	7-8
Released Time - Union President	7
Released Time and Union Stewards	6-7
Use of District Courier Service	8
Use of District Facilities	8

VACANCIES (WORK FORCE CHANGES) 27-31

Competitive Classification	27
Labor Classification	27-28
Non-Competitive Classification	27-28
Transfers	28-29
Shift Preference	30
Out-of-Title Work	30-31

VACATIONS AND HOLIDAYS 33-36

Absence Before and After Holidays and Recess Days	37-38
Absence Charged to Vacation	41
Allowance - Vacation	33-34, 65
Break in Length of Service	36
Conditions Governing Vacations	35-36
Holiday Pay	36-37
Paid Holidays, List of	36-37
Paid Local Recess Days	37
Payment in Lieu of Vacation Time Taken	35-36
Religious Observance	35-36
Time Taken - Vacation	34-35
Time Saved - Vacation (Carryover)	34-35
Upon Leaving Employ of District, Adjusted Vacation Pay	36

WAGE, GENERAL PROVISION	15-22
Assignments - Initial Wage Rate	17
Bonus	22
Compensatory Time, Prohibiting	20
Increments (promotional)	18-19
Increments (regular)	18
Increments (service)	18-19
Pay Practices	17-18
Premium Pay - Call Back	19-20
WAGE, GENERAL PROVISION (continued)	
Premium Pay - Night Differential	19-20
Premium Pay - Overtime	20-21
Salary Schedules	Appendices
Transportation Allowance (Mileage)	21-22
Wage Schedule Adjustment	22
WORKERS' COMPENSATION	53-54
Coverage	53
Method of Payment	53-54
WORK FORCE CHANGES	27-31
Out-of-Title Work	30-31
Shift Preference	30
Vacancies and Transfers	27-31
WORK PERFORMANCE NOTATION	22-23
Personnel File	22, 69

