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**Title: Rochester City School District Board of Education and Board of Education Non Teaching Employees (BENTE), New York Council 66, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local 2419 (2000)**

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# AGREEMENT

BETWEEN

**BENTE/AFSCME**

LOCAL 2419  
(AFL-CIO)



AND

**CITY SCHOOL DISTRICT**

ROCHESTER, NEW YORK



*1,450 employees  
(classified unit)*

JULY 1, 2000-JUNE 30, 2004

*101 pages*

*11/4/02*

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## ARTICLE I DURATION

This Agreement is entered into on this 30<sup>th</sup> day of July 2001, by and between the Board of Education Non Teaching Employees (BENTE) and 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, 2000 and continue and extend through June 30, 2004.

## 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.

3. No employee(s) shall have the power to act as agent for or otherwise bind the Union in any way whatsoever except to the extent specified in this contract.

## 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) Union Stewards employed in each of the following areas to represent employees in those areas:

- 1) Central Office
- 2) Custodial
- 3) Elementary Schools
- 4) Food Service

- 5) Plant Maintenance
- 6) Secondary Schools
- 7) Sentries
- 8) Storehouse
- 9) Transportation

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

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, Vice-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. He/She shall have the right of return to his/her former position when his/her term of office expires. The Union shall reimburse to the District a portion of such salary as is mutually agreed to at the time of each re-negotiation of this Agreement. 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.

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 four (4) scheduled union conferences/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 Chief Human Resources Officer 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 schedule<sup>1</sup>.

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

D. Effective August 1, 2001, employees in the following departments and titles will be increased to a forty (40) hour work week: Accounting, Budget, Elementary School Secretaries, MIS, and Payroll.

## 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.

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

## 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.

Year 1

1. Effective July 1, 2000 employees on payroll as of June 30, 2000 shall receive the following wage adjustments:

A. If an employee moves to Step 9 (i.e., top step) of their Bracket on the new wage schedule on any given July 1<sup>st</sup>, that employee is entitled to a 2% wage adjustment the following January 1<sup>st</sup> which becomes that employee's off schedule rate (i.e., Step 99).

B. Once placed on the new wage schedule, an employee will advance one-half (1/2) step each successive July 1<sup>st</sup> and January 1<sup>st</sup> until they go off schedule.

2. A. Employees initially hired between July 1, 2000 and March 31, 2001 will receive the following wage adjustments effective retroactively to their date of hire:

1. Employees hired at Step 1 between July 1, 2000 and December 31, 2000 will receive an adjustment of 2.25% during this time period and will move to the new entry rate for their bracket on January 1, 2001.
2. Employees hired at Step 1 on or after January 1, 2001 will move to the new entry rate for their bracket.
3. Employees hired above Step 1 will be moved 1 (one) step above the closest higher step on the new wage schedule.

B. Employees initially hired between April 1, 2001 and June 30, 2001 will receive no wage adjustment.

Year 2

1. A. Effective July 1, 2001, employees on payroll as of June 30, 2000 and on the Wage Schedule or Miscellaneous Wage Schedule on Step 1 or 2 will be moved to one (1) step above the closest higher step on the new wage schedules.

B. Employees on Step 3 or above and employees off schedule shall receive wage adjustments of 1.25% + \$0.35/hour creating their new off-schedule rate. Minimum adjustments for employees in this category shall be 3.4%.

2. Effective July 1, 2001 employees initially hired between July 1, 2000 and June 30, 2001 on the Wage Schedule and Miscellaneous Wage Schedule shall be placed in the new Wage Schedules as follows:

A. Employees initially hired at Step 1 shall be moved to the new entry rate for their bracket.

B. Employees initially hired at Step 2 or above shall be moved to one (1) step above the closest higher step on the new wage schedules for their bracket. If such placement would exceed the highest step in their bracket, the wage adjustment for that employee shall be 1.25% plus \$0.35/hour. The minimum adjustment for employees in this last sub-category shall be 3.4%.

C. Employees hired between April 1, 2001 and the implementation of the new wage schedule at Step 1 (old schedule) go to Step 1 (new schedule) effective July 1, 2001, or their date of hire, whichever comes later. Employees hired between April 1, 2001, and the implementation of the new wage schedule above Step 1 (old schedule) move to the closest higher step (new schedule) effective July 1, 2001 or their date of hire, whichever comes later. If the integration formula exceeds the highest step on the new wage schedule, the employee keeps their old schedule hire rate which becomes their off-schedule rate (i.e., Step 99).

### Year 3

1. Effective July 1, 2002 and January 1, 2003, employees on the new wage schedules shall advance 1 (one) step.
2. Effective July 1, 2002, employees on the highest step of the new wage schedules and employees of schedule shall receive wage adjustments of 1.25% + \$0.35/hour. The minimum adjustment for employees in this category shall be 3.4%.

### Year 4

1. Effective July 1, 2003 and January 1, 2004, employees on the new wage schedules shall advance 1 (one) step.
2. Effective July 1, 2003, employees on the highest step of the new wage schedules and employees off schedule shall receive wage adjustments of 1.25% + \$0.35/hour. The minimum adjustment for employees in this category shall be 3.4%.

#### Local Triborough:

If the parties have not reached an agreement for a successor Collective Bargaining Agreement by July 1, 2004, all BENTE Union members on the top step of the new salary schedule or off step will receive a 2.5% wage adjustment effective July 1, 2004. The parties will continue to utilize the collective bargaining process as defined in Article 14 of the Civil Service Law until an agreement is reached. The wage adjustment defined in this section is not intended to be in lieu of a settlement, but only the wage continuation under Triborough while negotiations continue.

### 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 may be assigned at any initial wage rate on 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.

#### 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 five (5) or more years of satisfactory service with the Board of Education shall receive a service increment of \$200 per year or prorated portion thereof added to their regular hourly rate.

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

C. Employees who have completed fifteen (15) or more years of satisfactory service with the Board of Education shall receive a service increment of \$400 per year or prorated portion thereof added to their regular hourly rate.

D. Employees who have completed twenty (20) or more years of satisfactory service with the Board of Education shall receive a service increment of \$500 per year or prorated portion thereof added to their regular hourly rate.

E. Employees who have completed twenty-five (25) or more years of satisfactory service with the Board of Education shall receive a service increment of \$600 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) a) 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 are necessary because of extreme hardship or unforeseen circumstances shall be made only upon the approval of the Chief Human Resources Officer.

b) If a countywide "State of Emergency" is declared which prohibits travel and a unit member has already reported to work, the unit member will be immediately released provided that no students are under the unit member's care. If a countywide "State of Emergency" is declared which prohibits travel before a unit member reports to work, the unit member will not be required to report to work.

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. Bonus

1. Effective July 1, 2001, Unit members who are at the maximum of their salary schedule or off schedule on July 1, 2001 of this Agreement and have not received a step increase, promotion, or bracket change in each contract year, shall receive in the first payroll of December, 2001 of this contract a \$125 bonus if they are on the payroll as of that payroll date.

2. Effective July 1, 2002, the \$125 bonus and all related bonus language will be deleted from the Collective Bargaining Agreement.

**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 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 as 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**

A. 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 the 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 name, 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 of 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.

F. Summer Positions

All summer employment shall be advertised and posted in the Administrative Bulletin. Employees interested must apply and possess the necessary ability to perform the duties. Representatives of either party will be allowed to raise additional concerns as to summer staffing procedures for various bargaining unit titles through the Labor Management Committee.

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, providing they (1) meet the qualifications for the position and (2) possess the necessary abilities to perform the job (as documented by relevant work history and evaluations in the City School District), be transferred to equal or lower paying job titles on the basis of seniority.

C. 1) Effective dates of transfer will be September 1, and February 1 for ten (10) month employees and July 1, September 1, and February 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 subsection 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 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, 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, 2000 through June 30, 2004, 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 thirty (30) calendar days notice of layoff. The District shall simultaneously forward a list of all such employees to the local Union President.

#### 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 a 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:

- From zero (0) through the completion of five (5) years of continuous service, ten (10) days of vacation.
- On July 1 following the completion of five (5) years of continuous service through the completion of ten (10) years of continuous service, fifteen (15) days of vacation.
- On July 1 following the completion of ten (10) years of continuous service through the completion of fifteen (15) years of continuous service, twenty (20) days of vacation.
- On July 1 following the completion of fifteen (15) years of continuous service through the completion of twenty-five (25) years of continuous service, twenty-five (25) days of vacation.
- On July 1 following the completion of twenty-five (25) years of continuous service, thirty (30) days of vacation.

B. [NOTE: Pursuant to Memorandum of Agreement dated January 30, 2002, implementation of the following provision is deferred until after June 30, 2004.] New employees who are assigned to work at least twenty (20) hours per week and twelve (12) consecutive months shall have their initial employment year's vacation days granted on the first day of their employment prorated on the basis of one twenty-sixth (1/26) of the first year's vacation allowance for each two (2) week period or major portion thereof remaining in the current school year (i.e., ending the following June 30).

C. Any employee who separates from the District for any reason prior to the end of the school year (i.e., June 30) shall have that school year's vacation accrual reduced on a prorated basis of one twenty-sixth (1/26) of that school year's vacation allowance for each two week period or major portion thereof remaining in the school year (i.e., ending June 30).

If said employee has used more vacation days than they have actually earned at the time of their separation from the District, he/she shall have deducted from his/her final paycheck an amount equal to the number of days used but not earned.

D. Bargaining Unit Members who were employed as of June 30, 1975, and who are currently receiving vacation allowance and who were promoted after July 1, 1984, shall continue to accrue vacation benefits on a prorated basis. Any employees whose positions are converted from 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.

## 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 Chief Human Resources Officer.

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 as possible 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 Chief Human Resources Officer (on the Request for Absence Form). In addition, an employee may elect to work up to a maximum of twenty (20) vacation days in any given school 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 Chief Human Resources Officer (on the Request for Absence Form).

D. An employee must use all of their accrual and available vacation days in order to be eligible for Extended Illness Leave at one-half (1/2) pay under Article XIX, Section 3 of this Agreement.

## 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<sup>2</sup>.

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.

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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.

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 (1/26<sup>th</sup>) 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 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 employee works on any of the holidays listed above, he/she shall be paid in addition to the holiday pay, time and one-half (1½) for 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. Such recommendation shall not be unreasonably denied.

- 1) Absences due to death in the immediate family<sup>3</sup> 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 required.
- 3) Birth for father....three (3) days
- 4) Jury Duty....as required and approved. 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) Subpoena ... if not interested party, as required and approved.
- 9) Moving Day ... one (1) day per school year.

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.

- 10) Absence not to exceed two (2) days per school 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 Chief Human Resources Officer 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 vacant 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 family<sup>4</sup>.

D. Employees shall be allowed time off with pay to take off for competitive and promotional examinations set up by the Monroe County Civil Service Commission, or Licensing Exams when such examinations are related to current or potential future employment with the Rochester City School District and are scheduled during working hours.

E. Educational Leave with Compensation

As soon as practical after the ratification of a successful collective bargaining agreement, the Parties agree to form a joint Labor Management Committee composed of three (3) employees appointed by the BENTE President and three (3) representatives of the District appointed by the Chief Financial Officer to evaluate BENTE's Proposal to create the benefit of Education Leave with Compensation. Said committee shall report its recommendation to the Superintendent of Schools and the President of BENTE no later than November 1, 2001. The committee's recommendations must address but not be limited to the following issues:

- Eligibility will be limited to those employees who possess a bachelor's degree from an accredited institution.
- Leave can be granted for up to one school year and may be renewed for a second school year (i.e., maximum two school years).

<sup>4</sup> 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.

- A maximum number of employees in the overall bargaining unit as well as from a single work area eligible for leave at one time must be determined.
- A percentage of the employee's compensation for his/her regularly scheduled hours of straight time work must be determined.
- Leave must lead directly to obtaining appropriate teacher certification.
- A period of required service as a District teacher after certification is achieved must be determined.
- The employee must submit transcripts which maintain a minimum grade average of "B" or better to maintain their paid leave eligibility.

**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 approved leave of absence, a reduction in the work force occurs which would have necessitated his/her being laid off had he/she been working, 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 approval 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 as 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 Chief Human Resources Officer 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, Chief Human Resources Officer 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 employee who uses advanced illness allowance and separates from the District for any reason prior to having earned the illness allowance on a prorated monthly basis shall have deducted from his or her final salary check the amount equal to the number of days taken but not earned.

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.

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 have all unused accrued sick leave allowances available at the time of their layoff restored to their available illness allowance for current use. (This subsection shall be applied in conjunction with the terms of Article XIX, Section 2.) Waiver of the three (3) or more years continuous service requirement covered by this paragraph and deemed necessary because of extreme hardship or unforeseen circumstances shall be made only upon the recommendation, approval and sole discretion of the Chief Human Resources Officer and the final approval of the Superintendent.

## 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 of 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 (1/2) Pay

A. Effective October 8, 1990, Extended Leave at One-Half (1/2) Pay shall be authorized after sick leave accruals, unused vacation days, and personal leave days have been exhausted, with the approval of the Chief Human Resources Officer. 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 Chief Human Resources Officer 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 (1/2) 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 (1/2) Pay is used.

C. Initial Allowances: Based upon years of service to the City School District, employees will have the following allowances for Extended Sick Leave at One-Half (1/2) 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 (1/2) 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 (1/2) 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 (1/2) Pay.

E. Employees shall receive the following fringe benefits while on Extended Sick Leave at One-Half (1/2) 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 (1/2) Pay.

F. An employee who is on Extended Sick Leave at One-Half (1/2) 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 (1/2) 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 Chief Human Resources Officer 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 (1/2) 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.

Deviation from any of the regularly specified conditions and exceptions covered by this section and necessary because of extreme hardship or unforeseen circumstance may be made at the sole discretion of the Chief Human Resources Officer. Requests for hardship pay must be made in writing to the Chief Human Resources Office and shall include the reason for the request and the endorsement of the employee's Principal or Supervisor.

#### Section 5. Hardship

Deviation from any of the regularly specified conditions and exceptions covered by this article and necessary because of extreme hardship or unforeseen circumstance may be made at the sole discretion of the Chief Human Resources Officer. Requests for hardship pay must be made in writing to the Chief Human Resources Officer and shall include the reason for the request and the endorsement of the employee's Principal or Supervisor.

## 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 1999-00 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 Blue Cross/Blue Shield, Rochester City School District PPO (Preferred Provider Organization) 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 retirement<sup>5</sup>, to transfer health insurance into the retired employees' group by notifying the Human Resources Dept. 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 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.
- 12) The plan of health and dental benefits may not be changed, altered or amended by the Rochester City School District without prior notice to the Union.

#### Section 2. Life Insurance

Effective October 1, 2001, 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 \$10,000.

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

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

Section 3. Alternative Health Care Plans – Health Maintenance Organization (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 the 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 the Agreement. If the premium or subscription charges required for the employee’s participation in the HMO is greater than the amount the employee 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 PLAN<sup>6</sup>**

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.

Tier I - Non-Contributory Career Plan (Section 75-i<sup>7</sup>);  
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)

<sup>6</sup> For those employees not members of the New York State Retirement System, retirement is interpreted to mean meeting Social Security requirements.

<sup>7</sup> Such election effective upon filing of a certified resolution with the Comptroller of the State of New York.

**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.

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 summons, complaint, or other legal paper, deliver the original or 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 for 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 to 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. 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 1<sup>st</sup> and ending September 30<sup>th</sup> each school year.

### 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 Assistant

- 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 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 \$400/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 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. In-service Job Training (Workshops)

Fifty thousand dollars (\$50,000) out of the District-wide professional development fund shall be allocated in each year of the 2000-2004 contractual Agreement for BENTE/AFSCME unit members (excluding Occupational Therapists, Physical Therapists and Certified Occupational Therapy Assistants - see Section 11.3 of this Article) for in-service 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.

Section 15. Professional Attire

At such time as the Rochester City School District and the Rochester Teachers Association agree to language covering professional attire for teachers, BENTE shall agree to accept substantially the same terms for BENTE employees.

**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 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 supervisor 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 file 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**

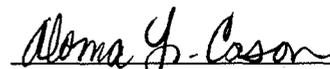
The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived 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:



Aloma Y. Cason  
President, Co-Chief Negotiator  
BENTE/AFSCME Local 2419

5/18/02

Date

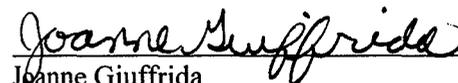


Peter B. Nickles  
Area Representative, Co-Chief Negotiator  
AFSCME Council 66

5/24/02

Date

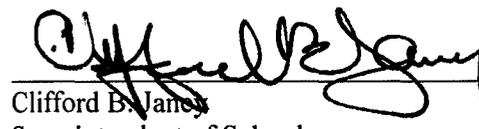
FOR THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF ROCHESTER, NY:



Joanne Giuffrida  
President

5/18/02

Date



Clifford B. Jones  
Superintendent of Schools

5/17/02

Date



Michael J. Looby  
Counsel

5/16/02

Date