

**THE  
CONTRACTUAL AGREEMENT  
BETWEEN  
THE CITY SCHOOL DISTRICT  
OF  
ROCHESTER, NEW YORK  
AND  
THE ROCHESTER ASSOCIATION OF  
PARAPROFESSIONALS  
July 1, 2014 – June 30, 2017**



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## **SECTION 1**

### **DURATION**

THIS AGREEMENT is entered into on this 18<sup>th</sup> day of December, 2014, by and between the Rochester Association of Paraprofessionals (hereinafter referred to as (RAP) and the City School District of Rochester (hereinafter referred to as the District). The provisions of this Agreement shall be effective July 1, 2014, unless otherwise provided and shall continue and extend through June 30, 2017.

## **SECTION 2**

### **RECOGNITION**

The District hereby recognizes RAP as the sole and exclusive bargaining representative for all Paraprofessionals and Teaching Assistants included in the unit determination dated May 9, 1969 and as amended thereafter by the parties. The term “paraprofessional” may appear in this Agreement and shall pertain to Teacher Aides, Teaching Assistants, Parent Liaisons, Primary Mental Health Associates (PMHP), Senior Associates-PMHP, Rochester Preschool Parent Program (RPPP) Paraprofessionals, and Intervention Paraprofessionals.

The District agrees not to negotiate with any organization other than RAP for the duration of this Agreement.

## **SECTION 3**

### **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to clearly and concisely set forth the understanding reached by the parties through collective bargaining that establishes fair wages, hours and working conditions for employees covered by this Agreement and to secure prompt and equitable disposition of grievances.

## **SECTION 4**

### **SAVINGS CLAUSE**

(1) The parties acknowledge that it is the responsibility of the Board to establish or abolish positions and that the opportunity for continued employment is dependent upon the continuation of a program or project and the approval of necessary funds.

It is also recognized that some paraprofessionals in the unit are employed in special projects totally funded by state and/or federal sources and that the continuation of these positions is dependent upon approval of these projects and the appropriation of funds by state and/or federal sources. It is understood by the parties that special projects may be subject to requirements established by the state and/or federal agencies concerned.

(2) This Agreement and all provisions herein are subject to all applicable laws. In the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties but the remainder of the Agreement shall remain in full force and effect as if the invalid provision is not a part of this Agreement.

(3) It is understood that nothing in this Agreement shall be construed to violate local, state or federal guidelines. The Board agrees it will not alter any local guidelines over which it has control for currently existing programs.

(4) It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit this implementation shall not become effective until the appropriate legislative body has been given approval.

## **SECTION 5**

### **DUES DEDUCTION**

(1) The Board of Education agrees to deduct from the salaries of all unit members the dues of such association. In the event of a lapse in the agency fee provision of the Taylor Law, unit members shall individually



and voluntarily authorize the Board to deduct and to transmit the monies promptly to RAP. Such authorizations shall be in writing in a form to be supplied by RAP.

(2) Deductions shall commence and be consistent with the procedures developed jointly by the City School District and RAP.

(3) RAP shall certify to the Board the current rate of membership dues of RAP and shall notify the Board of any change in the rates of membership dues.

(4) Dues deductions authorized by individual members of RAP shall continue in effect from year to year unless revoked in writing.

(5) The Board agrees that it will not accord dues deduction rights to any paraprofessional association other than the Rochester Association of Paraprofessionals.

(6) Effective September 1, 1997, the Rochester City School District shall deduct from the wage or salary of employees in the bargaining unit made up of Paraprofessionals who are not members of RAP the amount equivalent to the dues levied by RAP and shall transmit the sum so deducted to the Rochester Association of Paraprofessionals, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. Any changes regarding the dues deduction provisions of this section shall be transmitted in writing from the RAP President to the City School District.

RAP affirms that it has adopted such procedure 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 RAP maintains such procedure.

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

(7) 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. The Association 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 Association of dues and any other fees under this Section.

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

**SECTION 6**  
**USE OF FACILITIES**

RAP shall have the following rights subject to reasonable regulations:

- (a) To use bulletin boards or other communication media where available.
- (b) To use building facilities for the purpose of meetings concerned with the exercise of rights established by this Agreement subject to the approval of the building administrators, and at a time when it is not necessary to employ custodial or other staff to keep the building open.
- (c) Duly authorized representatives of RAP 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.

- (d) To use the District's courier service, which shall be extended to include pickup and delivery at RAP.

## **SECTION 7**

### **ASSOCIATION RIGHTS**

(1) The President of RAP shall be provided with full release time in order to carry out union duties and shall suffer no loss of pay or employment benefits while performing such duties during his or her term of office. The work week hours for the President of RAP are forty (40) hours. The Vice President of RAP shall be provided with full release time in order to carry out union duties and shall suffer no loss of pay or employment benefits while performing such duties during his or her term of office. The Secretary/Treasurer of RAP shall be provided with full release time in order to carry out union duties and shall suffer no loss of pay or employment benefits while performing such duties during his or her term of office.

(2) The President of RAP shall have available up to twenty-five (25) days per school year which he/she may allocate to authorize union representatives to attend conferences and/or conventions on paid release time. Additional days may be approved at the District's discretion with written request by the Association. The time cannot be used where individuals are being paid or reimbursed by some other entity.

(3) When it is necessary for representatives of the Rochester Association of Paraprofessionals to engage in Association activities directly relating to the Association duties as representatives of the Paraprofessionals which cannot be performed other than school hours, upon approval of the Superintendent or his/her designated representative within a reasonable time in advance, they shall be given such time, without loss of pay as is necessary to perform any such activities. The Association and its officers recognize and agree that this privilege should not be abused.

(4) RAP shall be given time at District New Employee Orientation to explain the services available through the Association and its affiliates.

## **SECTION 8**

### **MANAGEMENT RIGHTS**

It is understood and agreed that the Board of Education possesses the sole right to operate the City School District, and that all management rights repose in it, but that such rights shall be exercised consistently with the other provisions of this Agreement.

## **SECTION 9**

### **NEGOTIATING PROCEDURES**

(1) The District and RAP shall negotiate in a good faith effort to reach agreement over the establishment or modification of policies dealing with the salaries, terms or conditions of work and matters related thereto. Any agreement so negotiated shall apply to all paraprofessionals employed in the City School District of Rochester, New York regardless of membership or lack thereof in the organization. The District and RAP shall each appoint a negotiating committee to act on its behalf.

(2) The District agrees to furnish to the negotiating committees in accordance with their reasonable request, all necessary information concerning financial resources of the District, tentative budgetary requirements and allocations, and such other information as will assist the negotiating committees in developing intelligent, accurate and constructive programs on behalf of the paraprofessionals.

(3) Meetings of the negotiating committees may be initiated at the written request of either party, but not later than the first Friday in February when school is in session of any year when negotiations shall take place. The parties shall arrange for a mutually satisfactory time and

place for an initial meeting within a reasonable time thereafter. All subject matters to be negotiated shall be submitted on that date.

(4) If joint meetings of the negotiating committees are scheduled during the school day, members of the committees shall be released from their regular duties without loss of pay.

(5) Either party may utilize the services of consultants in negotiating meetings and may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions.

(6) Agreements reached by the negotiating committees shall be submitted in writing to the District and RAP for ratification.

(7) Upon ratification, the Agreement shall be signed by the Superintendent of Schools and the RAP President.

(8) Should an impasse develop in the course of negotiations, the parties agree to utilize the impasse procedures of Section 209 of the Public Employees' Fair Employment Act.

## **SECTION 10**

### **FAIR PRACTICES**

RAP agrees to maintain its eligibility to represent all paraprofessionals by continuing to admit persons to membership without discrimination on the basis of age, race, creed, color, national origin, gender, 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 District agrees to the policy of not discriminating against any employee on the basis of age, race, creed, color, national origin, gender, sexual orientation, marital status or handicapping conditions or membership or participation in or association with the activities of any employee organization.

**SECTION 11**  
**NO STRIKE CLAUSE**

RAP and any and all employees covered by this Agreement shall not cause, engage in or sanction any strike, slowdown, or other concerted action for the term of this Agreement. Nor shall there be any strike or interruption of work during the term of this Agreement because of any dispute or disagreement between any other persons (or other employees or associations or unions) who are not signatory parties to this Agreement.

**SECTION 12**  
**GRIEVANCE PROCEDURE**

**A. Definitions**

(1) A "grievance" is defined as an alleged violation, misinterpretation or inequitable application of the express provisions of this Agreement.

Provided, however, that the contents of any probationary evaluation or action taken thereon or discipline or discharge of a paraprofessional shall not be considered a grievance subject to this procedure unless the paraprofessional has permanent status and has completed one year of service as per Section 13B.7.

(2) Employee - the term "employee" may include a group of employees who are similarly affected by a grievance.

(3) 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.

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

(5) The term "paraprofessional" may include a group of unit members who are similarly affected by a grievance.

**B. Purpose**

The primary purpose of the procedure set forth in this Section is to secure at the lowest possible level, equitable solutions to the problems of the parties. Except as is necessary for the purpose of implementing this Section, both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of the paraprofessional having a grievance to discuss the matter informally with any appropriate member of the Administration.

**C. Procedures**

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

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 paraprofessional or group of paraprofessionals concerned, the time limits set forth herein shall be appropriately reduced.

Failure at any step of this procedure to communicate to the aggrieved and the Association the decision on a grievance within the specified time limits shall permit the aggrieved unit member to proceed to the next stage of the grievance procedure. Failure to appeal a grievance to the next stage within the specified time limits shall terminate the grievance.

**D. Stages**

(1) Stage 1 - Immediate Supervisor

A RAP officer (or his/her designee), with or without a paraprofessional alleging to have a grievance, shall present the grievance to his/her immediate supervisor or principal, whoever is most directly concerned, within twelve (12) weeks of the date the paraprofessional knew of or should have known of the alleged violation. The presentation shall be made orally and the RAP officer (or his/her designee) may present the grievance with or without the paraprofessional with the objective of resolving the matter informally.

The immediate supervisor or principal shall have five (5) days to attempt a resolution of the grievance.

When the response by the supervisor or principal does not resolve the grievance, the supervisor or principal shall present his/her resolution in writing to the RAP officer (or his/her designee), the Superintendent of Schools (or his/her designee), and the grievant within the five (5) day time limit.

(2) Stage 2 - Superintendent of Schools

- (a) If the decision at Stage 1 does not satisfactorily resolve the grievance, RAP shall within ten (10) days of receipt of the administrator's written Stage 1 response reduce the grievance to writing and forward same to the Superintendent of Schools or his/her designee. Stage 2 requests shall include the supervisor's or principal's written Stage 1 decision.
- (b) Within ten (10) days from receipt of the written appeal at Stage 1, the Superintendent of Schools or his/her designee shall hold a meeting with the paraprofessional, his/her representative and all of the parties-in-interest.
- (c) The Superintendent or his/her designee shall render his/her decision in writing to the paraprofessional, his or her representative and all other parties-in-interest within five (5) days after the conclusion of the meeting.



(3) Stage 3 - Arbitration

- (a) After such meeting, if the unit member and/or Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage 3.
- (b) Within five (5) school days after such written notice of submission to arbitration, the District and the RAP will agree upon a mutually agreeable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within ten (10) days, a request for a list of arbitrators will be made to the Public Employment Relations Board in the selection of an arbitrator by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Board in the selection of an arbitrator.
- (c) The selected arbitrator shall hear the matter promptly and will issue his or her decision not later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final briefs are submitted to him or her. The arbitrator's decision will be in writing and will set forth his or her findings of fact, reasoning, and conclusions on the issues.
- (d) 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.
- (e) The decision of the Arbitrator shall be final and binding upon all parties.

- (f) The costs for the services of the arbitrator shall be borne equally by the District and RAP.

**E. Rights of Paraprofessionals to Representation**

A paraprofessional may only be represented at all stages of the grievance and arbitration procedure by an authorized officer, agent or representative of the Rochester Association of Paraprofessionals.

**F. Miscellaneous**

- (1)
  - (a) All meetings involving grievances shall be held during either unassigned time during the school day or after school hours.
  - (b) If grievance hearings are scheduled during working hours, the grievant(s) and/or witnesses shall suffer no loss of pay.
- (2) 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 public without the agreement of all parties.
- (3) There shall be no reprisals of any kind by supervisory or administrative personnel taken against any party-in-interest or his/her school representative, any member of the grievance committee, or any other participants in the procedure set forth herein by reason of such participation.
- (4) All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.
- (5) Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations and other necessary documents shall be prepared and given appropriate distribution by the Superintendent of Schools so as to facilitate operation of the procedures set forth herein.

- a) Stage I grievance forms will be available to RAP and building principals using SharePoint, so that they may be printed and copied as needed. If district discontinues use of SharePoint, Stage I grievance forms shall be prepared and given appropriate distribution by the Superintendent of Schools.
  
- (6) If the parties find that there has been a misinterpretation of the Agreement on the part of RAP, its representatives, any members of the unit, or the Board, the parties agree to take all steps necessary to correct the error without delay.
  
- (7) RAP agrees that during the processing of a grievance under this Section's procedures and time limits, 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 covered by this Agreement until the grievance is resolved.
  
- (8) In the event that in the judgment of RAP a grievance affects a group or class of paraprofessionals, the Association may submit each grievance in writing to the Superintendent of Schools or his/her designee directly and such grievances shall be disposed of in accordance with the procedure set forth commencing at Stage 2 above.

## **SECTION 13**

### **PERSONNEL PRACTICES AND PROCEDURES**

#### **A. Probationary Period and Evaluation for Paraprofessionals**

- (1) All newly hired employees or employees transferred to a new job category shall have a probationary period of one (1) year from date of hire.
  
- (2) All newly hired unit members will be provided a benefits orientation by the District within two weeks of employment.
  
- (3) All employees on probationary status shall be evaluated twice during their probationary period. Each employee being evaluated shall

have an opportunity to read and discuss the evaluation with the evaluator.

(4) There shall be an initial evaluation to be completed no later than the twelfth week of employment. If an evaluation is unsatisfactory but not sufficient for termination, the evaluator may recommend that the employee be continued for a second evaluation.

(5) A second evaluation shall be completed no later than thirty (30) days prior to the end of the probationary period. All second evaluations shall be considered as final evaluations. An unsatisfactory final evaluation will result in termination. A satisfactory final evaluation shall constitute completion of the probationary period. Upon satisfactory completion of the probationary period, the employee shall have permanent employment status.

(6) All paraprofessionals on permanent employment status shall be evaluated once each year and that evaluation shall take place no later than April 30 of the year in which the evaluation occurs.

(7) (a) Paraprofessionals shall be given a copy of any evaluation report prepared by their supervisor. No such report shall be submitted to Central Administration, placed in a paraprofessional's file or otherwise acted upon without prior conference with the paraprofessional. When a paraprofessional is responsible to two (2) or more supervisors/teachers, any information supplied to the principal (or his/her designee) to be used or considered in the formal evaluation shall be documented in written form.

(b) When a paraprofessional is responsible to two (2) or more supervisors/teachers, the paraprofessional, upon request, shall be given access to written input received and used by the evaluator in relation to any component of the formal evaluation.

(8) Paraprofessionals shall acknowledge that they had an opportunity to review each evaluation by affixing their signature to all copies of the evaluation reports. Such signature in no way indicates agreement with the contents of the evaluation report.

(9) A joint committee shall be established to consider and make recommendations to the Association and to Central Administration concerning the development of any new evaluation form for paraprofessionals. No action shall be taken until the form has been agreed to by both the RAP and Central Administration. The committee shall consist of two (2) representatives of RAP and two (2) representatives of Administration.

**B. Probationary Period and Evaluation for Teaching Assistants**

(1) Teaching Assistants will have a three (3) year probationary period.

(2) All newly hired unit members will be provided a benefits orientation by the District within two (2) weeks of employment. Observation and evaluation forms will be included in the materials provided at orientation.

(3) (a) Evaluations and observations shall be made by administrator, principal or Special Education coordinator.

(b) Final evaluations of a Teaching Assistant must be based upon at least one (1) or more observations conducted by one (1) or more members of the City School District administration.

(4) All observation of work performance of a Teaching Assistant shall be conducted openly, with the full knowledge of the Teaching Assistant. The formal observation by building level personnel will be for a teaching segment of time no less than thirty (30) minutes.

(a) Prior to the first formal observation, the Teaching Assistant and evaluator will discuss at least the following items:

(1) the day and time when the formal evaluation will be conducted;

(2) the subject and type of the lesson to be formally observed;

(3) background information on the student; and

(4) the form to be used by the evaluator in the observation.

(b) Formal observations by administrators shall be reduced to writing and delivered to the Teaching Assistant observed within five (5)

days of the date of the observation. In addition, a post-observation conference will be provided upon the request of either party. The formal observation may be amended at the time of the conference.

(c) Formal observations by administrators of non-tenured Teaching Assistants shall be a minimum of one (1). The first observation shall be no later than January 30th; the second, if needed to take place between February 1 and April 15; and the last, if needed, shall take place no later than May 15.

(d) Formal observation by administration of tenured Teaching Assistants shall be a maximum of one (1). This observation shall take place no later than May 15.

(5) Final evaluations will be submitted to and discussed with the Teaching Assistant no later than April 30 for those Teaching Assistants who are rated less than Satisfactory. For those rated Satisfactory or higher, the final evaluations will be submitted to and discussed with the teaching Assistant no later than May 15. Final evaluation forms shall become part of the Teaching Assistant's personnel file.

(6) A Teaching Assistant shall be given a copy of the final evaluation prepared by his/her administrator. No such evaluation shall be submitted to central administration, placed in the Teaching Assistant's personnel file or otherwise acted upon without prior conference with the Teaching Assistant.

- (a) All observation and evaluation forms shall require the signature of the evaluator or observer and the Teaching Assistant. The standard forms shall contain the statement "I have read and (do/do not) agree with the above," followed by space for the Teaching Assistant's signature.
- (b) The Teaching Assistant shall also have the right to submit a written reply to such material and attach it to the file copy.
- (c) A Teaching Assistant will be entitled to have a follow-up meeting and be entitled to have a representative of the Association present with him/her at the follow-up meeting.

(7) The Association, on behalf of the Teaching Assistant, may request an observation or evaluation be made by an appropriate Central Office administrator at any time during the school year.

(8) Teaching Assistants who do not complete their probationary period and who held Teacher Aide positions immediately prior to receiving Teaching Assistant positions shall return to a Teacher Aide position that is not encumbered by another unit member. The employee shall return to their corresponding wage step in the Teacher Aide chart in Appendix A. Teaching Assistants who are off step shall have their rate reduced by \$3.00 per hour.

(9) The Association shall agree to convene a committee to review the current evaluation measures. Recommendations of the committee shall be reported to the Superintendent and the President of the Association for review by June 30, 2012.

(10) Unit members in the ISS TA assignment shall be observed and evaluated by the Principal, Vice Principal or the administrator responsible for overseeing the In-School Suspension or Alternative to Suspension program. The District and the Association shall meet to determine and, if necessary, develop the appropriate forms for evaluating members in this assignment.

**C. Discipline and Discharge: Paraprofessionals**

(1) A paraprofessional shall remain on continued employment status for the duration of the position and/or as long as their job performance remains satisfactory and/or where there is no serious act of misconduct or any incident involving the welfare of pupils and/or staff.

(2) Notification of unsatisfactory performance other than a serious act of misconduct or any incident involving the welfare of pupils and/or staff shall be processed by utilizing the following steps in order:

- (a) First a verbal warning from the building principal or project supervisor. The building principal or project supervisor shall forward the same to the Chief HCI Director or his/her designee.
- (b) Second, continued unsatisfactory performance shall result in a written warning to the employee by the building principal or project supervisor with copies to the Chief HCI Director or his/her designee, the RAP President and employee's personnel record. This written warning shall serve as notice of possible suspension and/or dismissal if unsatisfactory performance continues.
- (c) Third, continued unsatisfactory performance shall result in suspension.
- (d) Fourth, if these measures fail to result in satisfactory performance, the building principal or project supervisor shall submit a recommendation for dismissal to the Chief HCI Director or his/her designee, with copies to the RAP President and the employee's personnel record.
- (e) Two (2) weeks notice in writing shall be given to the employee by the Chief HCI Director in dismissal cases with the choice to the employee of resigning or being discharged, with a copy sent to the RAP President and the employee's personnel file.
- (f) 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.

(3) For cases of serious misconduct or matters involving the welfare of pupils and/or staff or threats to the welfare of pupils and/or staff, suspension or termination may be immediate.



- (4) (a) Any paraprofessional in the bargaining unit shall have the right to be represented by an authorized RAP representative at any meeting related to discipline or discharge.
- (b) Any paraprofessional in the bargaining unit shall have the right to be represented by the RAP President or his/her designee at any meeting related to discharge.
- (c) At any meeting related to discharge, if the paraprofessional wishes to waive his/her right to be represented by the RAP President or his/her designee, such waiver will be made in writing and a copy will be provided to the RAP President.

(5) Effective October 15, 1979, no member of the bargaining unit on permanent status who has completed one (1) year of service shall be disciplined, reprimanded, reduced in rank or compensation, suspended and/or discharged without good and sufficient cause. Such discipline shall be subject to the grievance procedure set forth in Section 12.

(6) When a unit member is terminated by the District, he/she may request RAP to begin grievance procedure to begin at Stage 2 of the grievance procedure, instead of beginning at Stage 1.

**D. Discipline and Discharge: Probationary Teaching Assistants**

(1) Eligibility – The provision of this section shall only apply to probationary Teaching Assistants.

(2) Discipline

(a) No eligible Teaching Assistant within the bargaining unit shall be disciplined without good and sufficient cause.

(b) Notification of unsatisfactory performance other than a serious act of misconduct or any incident involving the welfare of pupils and/or staff shall be processed utilizing the following steps in order:

(i) First a verbal warning from the building principal or project supervisor. The building principal or project supervisor shall forward the same to the Chief HCI Director or his/her designee.

(ii) Second, continued unsatisfactory performance shall result in a written warning to the employee by the building principal or project supervisor with copies to the Chief HCI Director of his/her designee, the RAP President and the employee's personnel file. This written warning shall serve of possible suspension and/or dismissal if unsatisfactory performance continues.

(iii) Third, continued unsatisfactory performance shall result in suspension.

(iv) Fourth, if these measures fail to result in satisfactory performance, the building principal or project administrator shall submit a recommendation for demotion or dismissal to the Chief HCI Director or his/her designee, with copies to the RAP President and the employee's personnel file.

(c) Two (2) weeks notice in writing shall be given to the employee by the Chief HCI Director or his/her designee in demotion or dismissal cases with the choice to the employee of resignation as an alternative, with copies to the RAP President and the employee's personnel file.

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

(3) Discharge – The discharge of a probationary Teaching Assistant, which is based upon the result of a regular evaluation, shall be governed by 3031 of the Education Law except nothing in this clause shall be construed to deny said probationary Teaching Assistant the opportunity of discussing the dismissal with any appropriate supervisory personnel. The President of the Association shall be notified in writing of all discharges.

(4) For cases of serious misconduct or matters involving the welfare of pupils and/or staff or threats to the welfare of pupils and/or staff, suspension or termination may be immediate.

(5) (a) Any Teaching Assistant in the bargaining unit shall have the right to be represented by an authorized RAP representative at any meeting related to discipline or discharge.

(b) Any Teaching Assistant in the bargaining unit shall have the right to be represented by the RAP President or his/her designee at any meeting related to discharge.

(c) At any meeting related to demotion or discharge, if the Teaching Assistant wishes to waive his/her right to be represented by the RAP President or his/her designee, such waiver shall be made in writing and a copy will be provided to the RAP President.

(6) When a unit member is terminated by the District, he/she may request RAP to begin the grievance procedure at Stage 2, instead of beginning at Stage 1.

**E. Discipline and Discharge: Tenured Teaching Assistants**

(1) Eligibility – The provisions of this clause shall only apply to tenured Teaching Assistants.

(2) Teaching Assistants who successfully complete their probationary period shall be subject to discipline and discharge through the procedures outlined in Section 3020-a of the New York State Education Law.

(3) (a) Any Teaching Assistant in the bargaining unit shall have the right to be represented by an authorized RAP representative at any meeting related to discipline or discharge.

(b) Any Teaching Assistant in the bargaining unit shall have the right to be represented by the RAP President or his/her designee at any meeting related to discharge.

(c) At any meeting related to discharge, if the Teaching Assistant wishes to waive his/her right to be represented by the RAP President or his/her designee, such waiver will be made in writing and a copy will be provided to the RAP President.

(4) For discipline and discharge matters, the tenured Teaching Assistant has the option of paid leave with expedited arbitration or the 3020-a process.

(5) When a unit member is terminated by the District, he/she may request RAP to begin the grievance procedure at Stage 2 instead of beginning at Stage 1, or the 3020-a process.

**F. Work Performance Notations**

(1) A copy of any and all notations relating to the work performance of an employee, which are made in an employee's personnel file, shall be given to the employee.

(2) Unit members shall have the right upon request and by appointment to review the contents of his/her personnel file. Unit members will be entitled to have a representative of the Association accompany him/her during such review.

**G. Work Schedules**

(1) A work schedule showing the employee's work days, and total hours and time period assigned shall be given to each employee by November 1 of each school year.

(2) All employees shall work on a regular schedule and each schedule shall have a regular starting and quitting time.

(3) In the event that the principal or immediate supervisor needs to change a work schedule at any time during the work year, in all but an emergency situation, he/she shall notify the employee at least five (5) days prior to making a change in order to allow the employee the opportunity to discuss with the principal or immediate supervisor the impact, if any, of such a change.

(4) Any posted vacancy notice shall indicate the scheduled working hours.

(5) Full time status will be defined as 30 hours per week minimum.

(6) Unit members in a full-time ISS TA assignment shall have a minimum 35 hour work week. ISS TAs in expanded day schools may be increased to 40 hours work week. They shall have a duty-free lunch period of at least thirty (30) minutes in length each day and two fifteen (15) minute breaks. ISS Teaching Assistants shall have five (5) planning periods per week to meet with the supervising administrator, review IEPs and BIPs for students assigned to the classroom, complete required paperwork and return assignments to teachers.

(7) Unit members in RPPP assignment shall have a 32.5 hour work week. They shall have a duty-free lunch period of at least thirty (30) minutes in length each day and two fifteen (15) minute breaks. Members are expected to attend one (1) department Paraprofessional meeting each month, one (1) full staff meeting each month and a twelve (12) hour Summer Institute each school year. Unit members will be paid their regular hourly rate for each of these meetings.

## **H. Limitations**

Employees shall not be disciplined for acts which have occurred more than one (1) calendar year prior to the imposition of the discipline, except for criminal acts or fraud. Nothing contained herein shall prohibit the use of prior discipline in determining the appropriate level of progressive discipline to apply.

## **I. Working Conditions**

(1) Every member of the bargaining unit shall be provided with a secure place for storage of personal belongings at their place of work.

- (2) Any bargaining unit member who is required to attend after school functions shall be paid at their regular hourly rate for such attendance.
- (3) Travel Allowance - A unit member required to travel between two or more buildings will receive reimbursement at the IRS rate as of July 1, of each year. Beginning July 1, 2008, the District shall reimburse for mileage at the IRS approved rate for reimbursement. Rate changes shall be effective on the date the IRS rate changes take effect.
- (4) Paraprofessionals employed at least four (4) hours per day shall be entitled to a minimum fifteen (15) minute break during their regular work schedule. Paraprofessionals employed at least six (6) hours shall be entitled to a minimum fifteen (15) minute break twice during their regular work schedule. This provision shall take effect as soon as practical but no later than September 1, 1991.
- (5) A mailbox or a specific location will be designated for each paraprofessional for the purpose of receiving mail.
- (6) The Board shall maintain safe and healthful working conditions for all unit members.
- (7) Unit members required to attend field trips shall be paid by the school for admission fees and transportation costs not covered by fund raisers or other payment.
- (8) Paraprofessionals may not be made to perform duties beyond the scope of the job description for paraprofessionals.
- (9) Teaching Assistants may not be made to perform duties beyond the scope of the job description for teaching assistants.
- (10) The City School District agrees that any major new work rule or substantial change in existing rules which affects unit members on a District wide basis, 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 five (5) consecutive workdays or at least one (1) calendar week if the change occurs during summer recess.

(11) Planning Time – It is the intent of the District that teaching assistants and teachers will collaborate on their work in the classroom. Full-time Teaching Assistants shall have five (5) planning periods per week. Planning time shall be consistent with the Teaching Assistant’s professional duties.

**J. Transfers: Paraprofessionals**

(1) A vacancy for the purposes of this section is the initial opening for the succeeding school year at a school location for which a new hire is required. A vacancy is any unencumbered position that is a result of a retirement, resignation or dismissal.

- (a) The HCI representative responsible for paraprofessionals will provide the RAP President with a list of vacancies for the succeeding school year within fifteen (15) business days of the completion of the Rochester City School District staffing process in the spring semester.
- (b) Paraprofessionals in a building in which vacancies occur shall be offered the opportunity to fill the vacancy before District-wide posting.
- (c) Vacancies occurring after March 1 shall be filled by a substitute or temporary hire, creating a vacancy list referred to in (a) above.
- (d) Paraprofessionals are entitled to only one transfer per school year.

(2) Any paraprofessional desiring a transfer to a position for which he/she feels qualified for the succeeding year shall submit to the Department of HCI, a request giving specific details for the transfer, including the program, location(s), and hours. Such requests must be filed by May 1<sup>st</sup> on a form provided by the City School District’s Department of HCI. RAP shall receive copies of all transfer requests.

- (3) Transfer requests shall be processed in order of seniority.
- (4) Displaced paraprofessionals must submit their transfer requests to the Department of HCI within one week of notification of displacements. Said displaced paraprofessionals will be placed on a separate transfer request list by seniority. Paraprofessionals on this separate list shall choose their new assignments from vacancies created by the voluntary transfer process.
- (5) All job vacancies and new positions occurring between the start of the school year and April 30<sup>th</sup>, and not filled by a transfer within the bargaining unit, shall be posted on bulletin boards in all schools for at least one (1) calendar week when schools are in session. Notices of vacancies shall be posted on a bulletin board in the Department of HCI and sent to the RAP President. Postings shall include the number of hours for the position.
- (6)
  - (a) Transfers required for reasons other than job abolishment, reduction in force, or change of program location shall be accomplished by seeking a qualified volunteer from that program or building. If no volunteer is available, an involuntary transfer will be made by moving the least senior paraprofessional in that building, work location, or program.
  - (b) All recommendations for involuntary transfer of paraprofessionals shall be submitted to the subject employees no less than two (2) weeks prior to the date of the recommended action. Copies shall be sent to the Rochester Association of Paraprofessionals. The union may request a meeting of the parties to review the recommendations within one week of its receipt of the notice.
- (7) Voluntary transfers may be denied on the basis of failure to meet the qualifications for the position or a failure to possess the necessary abilities to perform the job as determined by the Department of HCI or the receiving Building Principal or Program Administrator. Paraprofessionals who are denied a transfer based on failure to meet qualifications or a failure to possess the necessary abilities to perform the job will be informed of the reasons for the denial.



(8) The Association shall receive copies of all transfer requests.

(9) Seniority credit shall be defined as an employee's length of full-time continuous service with the City School District since the paraprofessional's last date of hire in the bargaining unit.

No seniority credit shall be accrued from employment in other City School District bargaining units.

(10) Part-time paraprofessionals will be considered for full-time positions.

(11) Transfer procedures for unit members currently assigned to schools slated for phase out or closing who will be involuntarily displaced as a result of the action shall be as follows:

- Round 1: Involuntary Displacements due to school/program closings occur first. Impacted members shall choose from all vacancies known to HCI as of the date identified for Transfer Day by seniority.
- Round 2: Voluntary Transfers choose from remaining unfilled vacancies by seniority.
- Round 3: Displacements choose from unfilled vacancies and openings created by transfers completed in Round 2 by seniority.

(12) Parent Liaison positions will be filled by Principal selection.

(13) Primary Mental Health Paraprofessional positions will be filled by the District.

**K. Transfers: Teaching Assistants**

(1) A vacancy for the purposes of this section is the initial opening for the succeeding school year at a school location for which a new hire is required. A vacancy is any unencumbered position that is a result of a retirement, resignation or dismissal.

(a) The HCI representative responsible for Teaching Assistants will provide the RAP President with a Teaching Assistant seniority list and a list of vacancies for the succeeding school year within fifteen (15) business days of the completion of the Rochester City School District's staffing process in the spring semester.

(b) Teaching Assistants in a building in which vacancies occur shall be offered the opportunity to fill the vacancy before District-wide posting.

(c) Vacancies occurring after March 1 shall be filled by a substitute or temporary hire, creating a vacancy list referred to in (a) above.

(d) Teaching Assistants are entitled to only one (1) transfer per school year.

(2) Any Teaching Assistant desiring a transfer to a position for he/she feels qualified for the succeeding year shall submit to the Department of HCI, a request giving specific details for the transfer, including the program, location(s) and hours. Such requests must be filed by May 1<sup>st</sup> on a form provided by the City School District's Department of HCI. RAP shall receive copies of all transfer requests.

(3) Transfer requests shall be provided in order of seniority as a Teaching Assistant.

(4) Displaced Teaching Assistants must submit their transfer requests to the Department of HCI within one (1) week of displacements. Said displaced Teaching Assistants will be placed on a separate transfer request list by seniority. Teaching Assistants on this separate list shall choose their new assignments from vacancies created by the voluntary transfer process.

(5) All job vacancies and new positions occurring between the start of the school year and March 1 for promotional opportunities shall be posted in the Administrative Bulletin as promotional opportunities for at least one (1) week that school is in session. Postings shall include the number of hours for the position.

(6) (a) Transfers required for reasons other than job abolishment, reduction in force or change of program location shall be accomplished by seeking a qualified volunteer from that program or building. If no volunteer is available, an involuntary transfer will be made by moving the least senior Teaching Assistant in that building, work location or program.

(b) All recommendations for involuntary transfer of Teaching Assistants shall be submitted to the subject employee no less than two (2) weeks prior to the recommended action. Copies shall be sent to the Rochester Association of Paraprofessionals. The Union may request a meeting of the parties to review the recommendations within one (1) week of its receipt of the notice.

(7) Voluntary transfers may be denied on the basis of failure to meet the qualifications of the position or a failure to possess the necessary abilities to perform the job as determined by the Department of HCI or the receiving building Principal or Program Administrator. Teaching Assistants who are denied a transfer based on failure to meet the qualification will receive notification from the Department of HCI.

(8) The Association shall receive copies of all transfer requests.

(9) Seniority credit shall be defined as an employee's length of full-time continuous service with the City School District since the Teaching Assistant's last date of hire as a Teaching Assistant in the bargaining unit. No seniority credit shall be accrued from employment in other City School District bargaining units.

(10) Part-time Teaching Assistants will be considered for full-time positions.

(11) Teaching Assistant Interviews – The interview process for involuntary and voluntary transfer application is waived. Applicants for positions outside the regular transfer process must interview with the building Principal.

(12) If a Teaching Assistant voluntarily returns to a Teacher Aide position, he/she will be returned to their corresponding wage step in the Teacher Aide chart in Appendix A. Teaching Assistants who are off step will be reduced by \$3.00 per hour.

- a) Teaching Assistant must submit transfer request to the Department of HCI.
- b) When a Teaching Assistant voluntarily requests to return to a Paraprofessional title and position, the unit member may apply for any available job vacancies for which s/he is qualified.
- c) Transfer requests shall be processed in order of district wide seniority.

(13) Transfer procedures for unit members (except ISS Teaching Assistants) currently assigned to schools slated for phase out or closing who will be involuntarily displaced as a result of the action shall be as follows:

- Round 1: Involuntary Displacements due to school/program closings occur first. Impacted members shall choose from all vacancies known to HCI as of the date identified for Transfer Day by seniority.
- Round 2: Voluntary Transfers choose from remaining unfilled vacancies by seniority.
- Round 3: Displacements choose from unfilled vacancies and openings created by transfers completed in Round 2 by seniority.

**L. Use of Paraprofessionals As Substitute Teachers**

Paraprofessionals shall not be used as substitute teachers. The maximum time a Teacher Aide may be alone with students is a maximum of two thirty (30) minute periods per day, with the exception of Teacher Aides assigned as “Break Aides”

After all efforts to secure a teacher substitute have been exhausted, Teaching Assistants acting as a substitute for a classroom teacher shall be compensated at the rate of five (\$5) dollars per hour in addition to regular salary.

**M. Professional Attire**

All employees are to dress in attire that is neat and clean as well as consistent with the nature of their position and the particular work they perform. Employees who are inappropriately attired, in the reasonable judgment of their supervisor, will be directed to go home and return to work in appropriate attire. Refusal to follow such a directive will constitute insubordination. A subsequent occurrence home and back to work will be treated as an unpaid leave of absence.

Employees are also expected to observe good habits of grooming and personal hygiene at all times.

**N. In-School Suspension Teaching Assistants**

For purposes of assignment and displacement, ISS Teaching Assistants shall be considered a separate job title from other Teaching Assistant positions in the District. The District shall have sole discretion in the selection and assignment of ISS Teaching Assistants after an interview process. However, in the event of Involuntary Displacements due to school closing or phase-outs, impacted ISS Teaching Assistants shall choose from all Teaching Assistant vacancies known to HCI. The Involuntary Displacements due to school closings or phase-outs shall choose by seniority and there shall be no interview process in this situation.

Members assigned to ISS Teaching Assistant positions shall not have a right to any other Teaching Assistant positions within a building or the District and members assigned to non-ISS Teaching Assistant positions shall not have a right to be assigned as to displace an ISS Teaching Assistant. Unit members hired into non-ISS positions shall not be involuntarily transferred into an ISS Teaching Assistant assignment. However, in the case of a Reduction in Force for Teaching Assistants,

unit-wide seniority shall determine layoffs and shall include ISS and non-ISS Teaching Assistants.

Assignment as an ISS Teaching Assistant shall be for a two (2) year minimum. However, an ISS Teaching Assistant may apply for transfer out after one year or the District may seek to have the ISS Teaching Assistant transfer out after one year provided, in either case, that there is agreement between the Rochester Association of Paraprofessionals and the District as to the transfer.

**O. Rochester Pre-School Parent Program (RPPP)**

The District shall have sole discretion in the selection and assignment of RPPP Paraprofessionals and these positions shall be posted at Transfer Day. There shall be no interviews for RPPP Paraprofessional positions for existing unit members applying to move into RPPP, however, interviews are permissible for applicants who are not existing unit members. Assignment as a RPPP Paraprofessional shall be for a five (5) year minimum, after which time the RPPP Paraprofessional may seek to voluntarily transfer out of the RPPP title.

All RPPP Paraprofessionals shall be entitled to all benefits provided to other Paraprofessionals under this Agreement, including personal and illness leave and fringe benefits. All other terms and conditions of this Agreement shall apply to RPPP Paraprofessionals except that a separate seniority list shall be maintained for unit members in RPPP titles.

If there is a Paraprofessional on the Preferred Eligibility List, that Paraprofessional shall be offered a vacant position in the RPPP, however this shall not give a non-RPPP Paraprofessional the right to bump a RPPP Paraprofessional based upon District-wide seniority.

**SECTION 14**

**WORK YEAR**

The work year for unit members will be a minimum of 185 days per school year. The RAP President or his/her designee will sit on the District's annual calendar committee.

**SECTION 15**  
**SCHOOL ASSIGNMENTS**

Where two (2) or more paraprofessionals are assigned to a school in the same job category, every effort shall be made to place as many paraprofessionals as possible on a full-time basis at least 20 hours per week, unless it is mutually agreed with the paraprofessionals that employment on a part-time basis is preferred. It is understood by the parties that no increase in hours can be added to a school's allotment of paraprofessional time solely in order to increase a paraprofessional's assignment to 20 or more hours.

**SECTION 16**  
**EARLY DISMISSAL DAYS**

(1) On days scheduled as early dismissal days for pupils so that teachers may attend instructional meetings, paraprofessionals may continue to work their regular hours by:

- (a) performing duties provided by the Principal with his/her approval or
- (b) attending instructional meetings with teachers, as directed by the Principal or his/her designee.

(2) On days scheduled as early dismissal days for pupils so that teachers may attend instructional meetings, Teaching Assistants will attend instructional meetings.

(3) Upon the approval of the building principal, a general meeting of paraprofessionals within a building may be held on early dismissal days. Such meetings, if approved, shall be for educational purposes and may not be considered for the purposes of RAP business.

(4) On days scheduled as early dismissal days for pupils so that teachers may attend evening parent-teacher conferences (See Section 20.2 of the teachers unit collective bargaining agreement), paraprofessionals may attend in-services that relate to the employees' duties which will be provided by the District or RAP (with the approval of the Superintendent of Schools or his/her designee).

## **SECTION 17**

### **ANNUAL SUPERINTENDENT CONFERENCE DAYS**

- (1) All employees covered by this Agreement shall be allowed to take part in the annual superintendent conference days provided said days are deemed appropriate for the involvement of paraprofessionals. If paraprofessionals are not involved, they shall report to their regular assignments on that day, provided that RAP may, with the prior approval of the Superintendent or his designee, schedule a conference program for unit members.
- (2) The Association will plan and deliver up to two (2) days per year of professional development activities for unit members on Superintendent Conference Days. The District's Chief of HCI must agree to the professional development offering.
- (3) The District shall be financially responsible for all aspects of Superintendent's Conference Day and in-service training related to employee functions.

## **SECTION 18**

### **INSERVICE FOR UNIT MEMBERS**

- (1) The President of RAP and/or representatives of RAP shall meet with program directors (or designees) of programs that affect unit members prior to and have input in the development of In-service Programs for the annual Superintendent's Conference Days.
- (2) Paraprofessionals whose position requires lifting students must receive appropriate training in techniques for lifting and assisting students in moving. Such training must be recorded in the employee's personnel file.
- (3) Paraprofessionals whose positions require toileting students shall be provided with appropriate training and all necessary equipment. Such training shall be recorded in the employee's personnel file.



- (4) (a) Effective July 1, 2013, \$60,000 from the district-wide professional development fund shall be allocated annually for in-service job training, workshops and conferences that relate to their employee functions.
- (b) RAP will manage the distribution of these funds and will provide annual substantiation of all expenses to the District.
- (c) In-service training may be scheduled on annual Superintendent's Conference Days with the prior approval of the Superintendent or his/her designee.
- (d) A Professional Development Committee shall be formed to develop and implement recommendations for training programs for current and newly employed unit members. The Committee shall be comprised of six (6) members - three (3) designated by the President of the Association and three (3) designated by the Superintendent. In the event of a stalemate, the Superintendent shall make the final decision. Duties of the Committee shall include but not be limited to: themes for conferences and workshops; selection of speakers and presenters; and evaluation of conferences and workshops. The Committee will also be responsible for securing funds, locations and equipment for the delivery of said professional development activities. Recommendations shall be submitted to the Superintendent and the Association President no later than June 30<sup>th</sup> of each school year.
- (5) The District will assist RAP in the delivery of professional development activities by providing a location for trainings and increasing the offerings of professional development courses and training from SETRC and other District departments.
- (6) The District shall provide Unit members in the ISS TA position with training PRIOR to beginning of the assignment, where possible, but in no event longer than 15 work days from the beginning of the assignment. Training shall include, but not be limited to, the following

topics: student behavior management; peer mediation/problem-solving; intervention strategies; teaching to various learning styles and first aid/AED. In-service training that occurs outside of the normal work hours will be paid at the member's hourly rate.

**SECTION 19**  
**SENIORITY**

**A. Determining Seniority for Paraprofessionals**

(1) Seniority shall be defined as an employee's length of continuous service as a full-time (20 hours or more) paraprofessional with the City School District since the employee's last date of hire in the bargaining unit.

- (a) Part-time (under 20 hours) seniority shall be defined as the employee's length of service as a part-time paraprofessional with the City School District since the employee's last date of hire in the bargaining unit.

**B. Breaks in Seniority**

(1) An employee's continuous service record shall be broken by any one of the following:

- (a) second refusal to accept recall when notified after layoff;
- (b) voluntary resignation;
- (c) discharge for cause; and
- (d) retirement.

**C. Return to Employment**

(1) If an employee returns to the employ of the City School District within one (1) year, the break in continuous service shall be removed from the employee's record.

**D. Determining Seniority for Teaching Assistants**

- (1) Seniority shall be defined as an employee’s length of continuous service as a full-time Teaching Assistant with the Rochester City School District since the employee’s appointment date as a Teaching Assistant.
- (2) Seniority shall be used to determine the order in which Teaching Assistants are excessed in the event that Teaching Assistant positions are abolished.
- (3) Once a Teaching Assistant is excessed and placed on a preferred eligibility list for possible call back, seniority is determined by length of service in the District. Excessed Teaching Assistants retain accrued seniority upon return to service with the District.
- (4) Break in seniority – any unpaid leave of absence.
- (5) Loss of accrued seniority – voluntarily severs service with the District (resignation/retirement) and does not return within one (1) year.
- (6) There shall be two (2) separate seniority lists. One list shall contain all eligible full-time Teaching Assistants. The other list shall contain all part-time Teaching Assistants (.5 or more). Part-time Teaching Assistants seniority shall be awarded to such staff regularly assigned to a .5 or more assignment on a prorated basis for service provided during the regular school year.
- (7) The seniority lists shall be updated annually by February 1<sup>st</sup>. The lists shall be made available to the staff in each building each year.

**E. Determining Seniority for RPPP unit members**

- (1) Seniority shall be defined as an employee’s length of continuous service as a full-time (20 hours or more) RPPP paraprofessional with the District since the employee’s last date of hire in the bargaining unit.
- (2) Part-time (less than 20 hours) seniority shall be defined as the employee’s length of service as a part-time RPPP paraprofessional with the District since the employee’s last date of hire in the bargaining unit.

## SECTION 20

### **DISPLACEMENTS, LAYOFFS, RECALL for Unit Members**

#### **A. Definitions**

(1) Displacement - A “displacement” is defined as a position cut at the building level based on a change in allocation, programming, funding source, etc.

(2) Layoff - A “layoff” is defined as a reduction in position(s) District-wide for which there are insufficient positions available to absorb employees through displacement procedures.

(3) Recall - A “recall” is defined as the return of laid off employees by seniority from an established recall list to available paraprofessional vacancies.

(4) Preferred Eligibility List (PEL) – A “preferred eligibility list” is defined as a list of candidates used for the appointment to a similar position after the position has been abolished. The PEL applies to Teaching Assistant positions.

#### **B. Displacement Procedure for Paraprofessionals**

(1) When the District determines there is a need for displacements to occur, a District representative appointed by the Chief HCI Director will notify the Rochester Association of Paraprofessionals President. These parties will then meet to make an initial determination of where displacements are needed. When displacements occur, they shall be accomplished by displacing employees in inverse order of their seniority. It is understood by both parties that the paraprofessional who was last to be employed by the City School District will be the first to be displaced from a building where this procedure is occurring. No paraprofessional with less seniority shall be retained while another paraprofessional with greater seniority is being displaced, unless the paraprofessional with less seniority is in one of the following assignments which has specific skills, abilities, and/or qualification criteria: 1:1 (must be in partnership for more than one (1) year to be exempt), Intervention, ADA, Bilingual, Technology, Day Care, Sign

Language Providers, Pool Paraprofessional, Parent Liaison, Braille Readers, Vocational Education, Rochester Preschool Parent Program Paraprofessionals, and Primary Mental Health Paraprofessionals<sup>1</sup>.

If a paraprofessional with greater seniority is being displaced because a paraprofessional with lesser seniority is in an exempt assignment (as referenced in the above paragraph), he/she may request a review of his/her displacement.

A Review Committee consisting of the Rochester Association of Paraprofessionals (RAP) President and a designee appointed by the Rochester Association of Paraprofessionals (RAP) President and two (2) Rochester City School District representatives will review such requests and make decisions regarding such displacements.

(2) All unit members who are displaced pursuant to this Section shall be added to the transfer request list by seniority.

(3) Refusal to accept two (2) appointments afforded by this Section shall constitute a waiver of the rights under this Section provided such appointment was made for a position guaranteeing an assignment equivalent (either full-time or part-time) to the paraprofessional's former position. Upon such refusal, the paraprofessional will be placed in the layoff unit.

**C. Displacement Procedures for Teaching Assistants**

(1) When the District determines that a need for displacements at the building level to occur, a District representative appointed by the Chief HCI Director will notify the Rochester Association of Paraprofessionals President. These parties will then meet to make an initial determination of where displacements are needed. When displacements occur, they shall be accomplished by displacing employees in inverse order of their seniority in title. No Teaching Assistant with less seniority shall be retained while another Teaching Assistant with greater seniority is being displaced.

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<sup>1</sup> This list is subject to additions and/or deletions upon mutual agreement of the parties.

(2) Teaching Assistants shall be displaced by seniority within the Teaching Assistant job title. If two (2) or more employees have the same date of appointment as a Teaching Assistant, displacements will be made by the Board resolution date. In the event that the Board resolution date does not break the tie, displacements will take place by random drawing.

(3) Any layoffs will be carried out in keeping with State Education Law.

(4) All unit members who are displaced pursuant to this section shall be added to the transfer request list by seniority, only after those unit members who request voluntary transfer.

(5) If Teaching Assistant positions are cut in a school(s), the unit member's seniority within the bargaining unit will determine seniority for displacement purposes. Any layoffs will be carried out in keeping with State Education Law.

(6) Consistent with Section 13(N), ISS Teaching Assistants shall be considered a separate job title from other Teaching Assistant positions in the District. Unit members hired into non-ISS Teaching Assistant positions shall not be involuntarily transferred into an ISS Teaching Assistant assignment.

**D. Layoff Procedures**

(1) In the event the employer plans a general layoff for any reason, the City School District shall meet with RAP to review such anticipated layoff as soon as possible prior to the date such action is to be taken.

(2) The City School District shall forward a list of those employees being laid off to RAP as close as possible to the date that the notices are issued to the employees.

(3) Employees affected by a general layoff will have at least twenty (20) calendar days notice of layoff.

(4) For the purpose of this Section, employees shall be considered full time if they are assigned twenty (20) or more hours per week. Employees shall be considered part time if they are assigned less than twenty (20) hours per week.

(5) Layoff notices shall be sent to the employee at his/her last known address on record in the Department of HCI or to their work location.

(6) RPPP: For purposes of layoff, RPPP seniority shall be determined by reference to the seniority within the RPPP seniority list. In the event of a reduction in force, members of the unit will be laid off in inverse order of their seniority in the RPPP.

**E. Recall of Paraprofessionals**

(1) All paraprofessionals who are laid off will be placed on an eligible list of candidates to be considered for openings for which they qualify.

(2) Placement on the preferred eligible list shall be in inverse order of layoff.

(3) When a paraprofessional is notified of an opening, the paraprofessional will state if he/she is available to take the position. A paraprofessional may reject the first paraprofessional position offered; upon rejection of an offer of a second paraprofessional position, the paraprofessional will be removed from the recall list.

(4) It will be the responsibility of paraprofessionals on the recall list to keep the District advised of their current address.

(5) The District shall forward a copy of the PEL to RAP upon request.

(6) RPPP: Those on layoff status will maintain the right to be recalled. When an RPPP Paraprofessional is notified of an opening, the RPPP Paraprofessional will state if s/he is available to take the position. An RPPP Paraprofessional may reject the first RPPP position offered;

upon rejection of an offer of a second RPPP position, the RPPP Paraprofessional may be removed from the recall list.

**F. Recall of Teaching Assistants**

- (1) All Teaching Assistants who are laid off will be placed on a Preferred Eligibility List of candidates to be considered for next available job opening in the Teaching Assistant tenure area. Placement shall be based on seniority.
- (2) For the purposes of determining seniority for Teaching Assistants on the PEL, the length of service in the system shall be used.
- (3) Placement on the PEL shall be in inverse order of the layoff.
- (4) Teaching Assistants may decline offers of substitute and/or part-time positions and remain on the PEL.
- (5) It is the responsibility of the Teaching Assistant on the PEL list to keep the District advised of their current address.
- (6) The District shall forward a copy of the PEL to RAP upon request.

**SECTION 21**

**SALARIES**

**A. General Salary Provisions**

- (1) Wages for all unit members shall be paid in accordance with the schedules provided in this Agreement (See Appendix "A").
- (2) The initial position on the wage schedule of each person appointed shall be set by special action of the District. All newly appointed personnel employed for more than ten (10) hours per week shall be assigned to the base wage rate on the salary schedule and based upon satisfactory service shall be advanced one step each year. Newly appointed personnel employed for ten (10) or less hours per week may be assigned to base wage rate commensurate with Step 2 of the



appropriate hourly wage rate and based upon satisfactory service shall be advanced one step each year.

(3) All unit members shall receive pay biweekly beginning the second pay day after Labor Day using a method that reflects the District's positive payroll reporting system.

(4) The District will continue to work on a process by which they will annualize pay for RAP members commencing July 1, 2012.

(5) Unit members upon retirement may be offered part-time employment and be compensated at their last rate of pay.

(6) Unit members who are required to attend after school hour events (meetings, parent-teacher conferences, etc.) shall receive their hourly rate for such attendance.

**B. Increments**

(1) All regular yearly increments (see Appendix "A" Salary Schedule) shall become effective with the first complete biweekly period following July 1.

(2) The normal increment for fully satisfactory service shall be as provided in the respective salary schedules.

(3) (a) Employment beginning before February shall receive a normal salary increment on July 1.

(b) Employment beginning on February 1 or thereafter shall not receive a normal salary increment on July 1, of the same year.

(4) Unit members on long term leaves (Educational, Parental, family, illness) for one-half year (5 months) or less will receive the regular yearly increment. Unit members on such leave for more than one-half year (5 months) will not receive the regular yearly increment.

**C. Substitute Paraprofessionals**

Effective July 1, 1972, all newly employed substitute paraprofessionals shall be paid at the base rate indicated on the salary schedule.

**D. Career Lattice Increments - (See Appendix "B")**

(1) Effective July 1, 1972, all unit members who have earned a high school diploma or equivalency and who have completed five (5) continuous years of service, and who have completed advanced course work at a recognized and accredited college or university shall be eligible for career lattice increments according to the following schedule:

- (a) Beginning with the 6th year of continuous employment, all unit members who are employed for 30 or more hours per week shall be entitled to an additional \$100.00 which will be applied to their annual salary upon satisfactory completion of 12 credit hours of approved course work.

All unit members who are employed for 20 hours or more per week, but less than 30 hours per week shall be entitled to an additional \$50.00 which will be applied to their annual salary upon satisfactory completion of 12 credit hours of approved course work.

- (b) Beginning with the 7th year of continuous employment, all unit members who are employed 30 or more hours per week shall be entitled to an additional \$100.00 which will be applied to their annual salary upon satisfactory completion of 24 credit hours of approved course work.

All unit members who are employed for 20 hours or more per week, but less than 30 hours per week, shall be entitled to an additional \$50.00 which will be applied to their annual salary upon satisfactory completion of 24 credit hours of approved course work.

- (c) Beginning with the 8th year of continuous employment, all unit members who are employed 30 or more hours per week shall be entitled to an additional \$100.00 which will be applied to their annual salary upon satisfactory completion of 36 credit hours of approved course work.

All unit members who are employed for 20 hours or more per week, but less than 30 hours per week, shall be entitled to an additional \$50.00 which will be applied to their annual salary upon satisfactory completion of 36 credit hours of approved course work.

- (d) Beginning with the 9th year of continuous employment, all unit members who are employed 30 or more hours per week shall be entitled to an additional \$100.00 which will be applied to their annual salary upon satisfactory completion of 48 credit hours of approved course work.

All unit members who are employed for 20 hours or more per week, but less than 30 hours per week, shall be entitled to an additional \$50.00 which will be applied to their annual salary upon satisfactory completion of 48 credit hours of approved course work.

- (e) Beginning with the 10th year of continuous employment, all unit members who are employed 30 or more hours per week shall be entitled to an additional \$100.00 which will be applied to their annual salary upon satisfactory completion of 60 credit hours of approved course work.

All unit members who are employed for 20 hours or more per week but less than 30 hours per week, shall be entitled to an additional \$50.00 which will be applied to their annual salary upon satisfactory completion of 60 credit hours of approved course work.

(2) Recognition for satisfactory completion of approved course work shall be granted only upon the presentation of satisfactory evidence in the form of original transcripts from an accredited college or university which shall be permanently retained in the files of the Board of Education.

(3) The career lattice increments for satisfactory course work shall be granted at the beginning of the payroll period following the receipt of such transcripts by the Department of Human Capital Initiatives. However, increments will be effective as of September 1 for work completed on or before August 31, if the transcripts are presented on or before October 31 of that year.

(4) Any unit member who in the previous year had received full career lattice increments will not suffer a loss in that increment as the result of the District's action in reducing the total working hours per week. However, any such paraprofessional who is working less than thirty (30) hours per week and who has completed additional credit hours to be credited additionally to the lattice in accordance with the above requirements, will receive the new career lattice increments in accordance with the above procedures.

(5) Career lattice increments shall be paid in one lump sum payment per school year, in the second pay period in December.

**E. Longevity Increment**

(1) All unit members who have completed ten (10) or more years of satisfactory service as a paraprofessional shall receive a longevity increment of 25 cents per hour to be added to their regular hourly rate.

(2) All unit members who have completed fifteen (15) or more years of satisfactory service as a paraprofessional shall receive an additional longevity increment of 30 cents per hour to be added to their regular hourly rate.

(3) All unit members who have completed twenty (20) or more years of satisfactory service as a paraprofessional shall receive an additional longevity increment of 30 cents per hour to be added to their regular hourly rate.

(4) All unit members who have completed twenty-five (25) or more years of satisfactory service as a paraprofessional shall receive an

additional longevity increment of 30 cents per hour to be added to their regular hourly rate.

(5) All unit members who have completed thirty (30) or more years of satisfactory service as a paraprofessional shall receive an additional longevity increment of 35 cents per hour to be added to their regular hourly rate.

**F. Tax Sheltered Annuities**

The Board of Education shall provide the opportunity to employees to participate in appropriate tax sheltered annuity programs.

**G. Direct Payroll Deposit**

The District shall provide a direct payroll deposit program. New hires after July 1, 1994 must participate in this program.

**H. Salary Differentials**

An assignment differential will be paid where determined applicable by the HCI representative responsible for paraprofessionals under the following conditions:

- Technology Teaching Assistant ----- **\$5.00 per hour**
- ISS Teaching Assistants ----- **\$5.00 per hour**
- Senior Associate, PMHP ----- **\$2.00 per hour**
- Lead Intervention Paraprofessional ----- **\$2.50 per hour**
- Pool Paraprofessional ----- **\$2.75 per hour**
- Special Education Paraprofessionals  
1:1 Paraprofessionals  
ADA  
When in the above-listed assignments,  
paraprofessionals who are required by  
the nature of the assignment to lift,  
diaper, feed, toilet or provide other  
Types of hygiene care to students ----- **\$2.75 per hour**

## **SECTION 22**

### **PHYSICAL EXAMINATION**

(1) All unit members covered by this Agreement who are newly 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. Subject to the approval of the Board of Education, an employee may be examined by a physician of the employee's own choosing. However, should an employee choose to be examined by a physician of his or her own choosing, the City School District shall pay only the portion that represents the rate paid to physicians representing the City School District. Any additional costs shall be borne by the individual employee.

(2) All unit members covered by this Agreement who are in the service of the District shall be subject to a physical examination and/or mental examination whenever there is evidence of a physical or mental incapacity. Such examinations shall be conducted by a physician or psychiatrist representing the District.

(3) The District retains the right to have an employee examined by a physician or psychiatrist representing the District before the employee returns to work after an illness.

## **SECTION 23**

### **FRINGE BENEFITS**

#### **A. Eligibility**

(1) All unit members employed for at least twenty (20) hours per week shall be entitled to the fringe benefits listed below, except as noted in (4) below.

(2) Paraprofessionals employed at least twenty (20) hours or more per week whose position is funded from two (2) or more sources shall be entitled to the benefits listed below, except as noted in (4) below.

(3) Unit members who are employed for less than twenty (20) hours per week shall only be entitled to the provisions relating to holiday pay, retirement, and Workers' Compensation.

(4) Health and Dental insurance benefits will be pro-rated for those employees whose regular work schedule is 20 to 29 hours per week. This will go into effect for those who are newly hired into the bargaining unit for the 2004-05 school year and beyond. Any unit member who leaves the District and returns to employment within one year will receive the benefits based on the rules that were in effect for him/her when he/she left the District.

(5) The District will continue to provide health and dental insurance benefits to unit members during July and August even if an employee resigns or is laid off by the District at the end of the school year.

**B. Holidays**

(1) All school year unit members shall be entitled to holiday pay for Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Columbus Day, Veteran's Day, the day before or the day after Christmas, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Presidents Day, Good Friday and Memorial Day, if the employee works the last scheduled work day before and the first scheduled work day after any holidays. In the event, the District institutes a policy permitting the use of a personal day for a recess day for any other bargaining unit in the District, it will apply to all RAP unit members. The District shall consult with RAP annually on the placement of holidays for payment.

Unit members will be permitted to use a personal day on the day before Thanksgiving or the day before Memorial Day in any year in which the District declares those days as recess days, and the unit member shall not forfeit the right to holiday pay for using a personal day in these circumstances.

(2) (a) All regularly assigned 12-month unit members shall be entitled to the above holidays plus Independence Day.

(b) All unit members selected to work in the Summer School Program shall be entitled to the above holidays plus Independence Day provided the employee works the week day immediately preceding the holiday and the first week day immediately after the holiday as part of their summer school assignment.

(3) No salary shall be allowed for unauthorized absences occurring during all or any part of the day before or after paid holidays or any recognized paid day and the paid day itself.

(4) Salary for paid holidays shall be based upon the normal scheduled hours of work per day for each paraprofessional.

C. **Life Insurance and Health Insurance**

**Effective January 1, 2010, the District's medical health care plans changed. The District moved to experience-rated health care plans with Excellus Blue Cross Blue Shield as the sole provider.**

(1) Health Insurance

(a) All unit members employed for at least 20 hours per week shall be entitled to health and hospitalization, major medical, and dental benefits to be administered through a recognized health insurance carrier. Such benefits shall be equal to or exceed the 2010 levels of insurance coverage provided by the District's health and dental plans, including employee dependents as defined by the plans, the collective bargaining agreement or required by law.

To the extent that historical language contained within this entire provision has not been changed, and may conflict with the experience rated health care plan which became effective January 1, 2010, the parties acknowledge that the benefits under the existing health care insurance plan govern.

Effective July 1, 1997, the major medical deductible shall be \$200;



Effective July 1, 1997, the HMO plans available to unit members will be 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;

Effective July 1, 1997, Cap Private Duty Nursing benefits at \$100,000/year.

(b) Effective July 1, 1991, all new hires shall contribute fifteen (15) percent of the health insurance premium costs for health and hospitalization, major medical and dental benefits. Effective July 1, 1997, the District will provide and administer a pre-tax premium plan for all employees contributing towards health and dental insurance premiums.

(c) Effective January 1, 1992, each married employee whose spouse is also employed by the District shall be entitled to benefits under only one family contract.

(2) Unit members shall be entitled to health and hospitalization benefits.

(a) A new unit member must submit to the Department of HCI 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.

(b) After thirty (30) days of employment, a unit member may apply for coverage by submitting to the Department of HCI a Declaration of Intent to enroll, and by conforming with the rules for admittance to the plan desired.

(3) (a) Effective October 1, 1973 all unit members assigned full time will be automatically enrolled in the District's Major Medical Plan upon receipt of the Declaration of Intent to enroll by the Department of HCI. The limit of the Medical Plan for Fall semester 1982-83 shall remain at \$250,000.

(b) Effective January 1, 1983, the Major Medical Benefit shall also cover \$600 - stop loss and one million dollar limit.

(c) Effective July 1, 1994 the major medical deductible will be \$100. Effective July 1, 1997 the major medical deductible will be \$200.

(4) (a) Effective January, 1, 1981, all paraprofessionals assigned full time will be eligible to enroll in the District's Dental Insurance Program.

(b) Effective January 1, 1985, the District's Dental Insurance Program shall be modified so as to provide improved benefits consistent with a standard Blue Cross/Blue Shield insurance plan.

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

(5) It is required that:

(a) addition of spouse must be made through the Department of HCI within thirty (30) days of the date of marriage;

(b) change in marital status or death of spouse must be reported to the Department of HCI, so that the insurance carrier may be notified and adjustment in plan be made if necessary.

(c) addition of eligible dependents must be made within thirty (30) days of the qualifying event, such as birth or adoption of a child.

(6) The full premium amount shall be paid by the City School District to the insurance carrier.

(7) The employee is entitled to health insurance coverage through the last month of active employment.

(8) When illness allowance of an insured employee is exhausted, premiums shall be paid by the City School District at the discretion of the Chief of HCI for a period not to exceed ten (10) weeks thereafter.

(9) Full insurance premiums for the months of July and August will be paid for by the City School District for school year employees.

(10) 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 Department of HCI in advance so that the health insurance may be converted under the provisions of Federal Law.

(11) The employee assumes full premium cost while on leave without pay.

(12) The employee shall be allowed upon retirement<sup>2</sup> to transfer into the retired employees group by notifying the Department of HCI of the retirement. The City School District will provide retiree health plans to employees who have been employed by the City School District for at least ten (10) continuous years of continuous employment prior to the date of retirement. The retiree, however, assumes the full premium for the Major Medical Plan. If the retiree was hired prior to July 1, 1991 and enrolls in an HMO plan, the District will contribute the premium value of the basic plan towards the HMO premium. The retiree will pay any difference in the premium between the basic plan and the HMO, but no more than the current contribution rate of active employees at the time of retirement.

Any employee hired after July 1, 1991 who contributes a portion of the cost while employed will continue at the same contribution level into retirement, if the employee selects an HMO in retirement. If the retiree chooses to enroll in the Major Medical Plan, the retiree shall assume the full cost for the Major Medical Plan. Effective July 1, 2012, all employees who retire from the RCSD shall contribute the same percentage of health insurance premiums while employed, into and for the duration of their retirement.

(13) Life Insurance - All unit members employed on a full time basis by the City School District shall be entitled to receive a fully paid group life insurance policy in the amount of \$5000. Employees shall have the

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<sup>2</sup>For those employees not members of the New York State Retirement System, retirement is interpreted to mean meeting Social Security requirements.

right to convert the group term life insurance plan to an individual policy upon retirement, at the employee's own expense.

(14) Health Maintenance Organizations (HMO's) The Board shall provide opportunity to members of the bargaining unit to enroll in an HMO available in the area under the following provisions:

Upon notification by the union to the employer of the availability of a HMO, the employer agrees that each employee covered by this Agreement shall have the privilege of subscribing to the comprehensive HMO, and that such an employee's option be in lieu of the group insurance plan for hospital, medical, surgical and related services provided by this Section of this Agreement. The employer agrees that if the employee elects such option, the employer will contribute monthly for each covered employee the entire premiums or subscription charges for the comprehensive HMO coverage. 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 insurance plan for hospital, medical, surgical and related services provided by this Section of this Agreement. If the premium or subscription charges required for the employee's participation in the HMO is greater than the amount the employer is liable to contribute under this Section, the employer agrees to check-off from the employee's pay, upon the receipt of a written authorization for such purpose from the employee, the additional amount required for full payment of the premium or subscription charge.

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

Notification of intent must be received in the District's Department of HCI no later than thirty (30) days prior to the January 1 effective date.

(15) RAP will participate in a committee with the goal to identify all possible health/dental benefit economies and cost saving practices, effective as soon as it is practicable.

**D. Illness Allowance**

(1) Effective July 1, 2008, all school year unit members who are assigned for at least twenty (20) hours per week shall be allowed to accumulate a maximum of 165 illness days as follows:

- (a) At the beginning of each school year, or upon employment during a school year, ten (10) illness days (to accumulate to a maximum of 165 days) shall be provided to each unit member. If a unit member is hired after September 15 of any school year, illness days shall be provided on a prorated basis (one (1) day per month) for the remainder of that school year.
- (b) Unit members who leave the employment of the District before the end of the school year who have exhausted their allowable time for illness beyond the rate of one (1) day for each month of service, up to and including the last day of service, will have their last paycheck adjusted for the overpaid days.
- (c) At the beginning of each succeeding school year, ten (10) illness days shall be added to the previous number accrued. At no point may this number exceed 165. At the end of each school year a new allowance shall be computed reflecting any illness days used that school year. All illness days will be subject to the procedures and regulations set forth below.
- (d) All unit members shall be given an advance of their total annual illness allowance in accordance with the schedule above as of the first official day of school each year. Any unit member who uses advance illness allowance and terminates from the District 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.

- (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 or personal leave.

### **E. Family Illness Absence**

Consistent with the procedures of this subsection, up to ten (10) of a unit member's allotted days per year may be used for family illness absence for care of a spouse, domestic partner, parent, or child.

### **F. Regulations Governing Illness Allowance**

(1) Certificate of Personal Illness (CPI) A Certificate of Personal Illness form shall be required for all absences due to personal illness for longer than three (3) working days and shall accompany each biweekly time report. The Certificate of Personal Illness form shall:

- (a) State the nature and extent of the illness, and
- (b) Part II of the form must be completed and signed by a duly registered physician or Christian Science Practitioner<sup>3</sup>.

(2) Certificate of Personal Illness (CPI) - Special Circumstances

- (a) State the nature and extent of the illness, and
- (b) Part II of the CPI must be completed and signed by a duly registered physician or Christian Science Practitioner for all days taken regardless of the number, under the following circumstances<sup>3</sup>:

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<sup>3</sup> Forms signed by a chiropractor cannot be accepted unless he/she is licensed by the State of New York.

- (1) Before or after paid holidays, and/or paid local recess days.
- (2) Before or after paid scheduled recesses, if applicable, (February, etc.)
- (3) Before or after paid conference days, if applicable, unless the employee reported to work on the conference day.
- (4) First or last day school is in session.
- (5) At any time, for any reason, and under any circumstances if so requested by the Superintendent of Schools and/or his/her designee. Such requests would be limited to the duration of one (1) school year.

(3) Extended Illness Leave at One-Half (½) Pay

- (a) At the sole discretion of the Chief HCI Director, effective September 1, 2001, Extended Leave at One-Half (½) Pay may be authorized after sick leave accruals and personal leave days have been exhausted, with the approval of the Chief HCI Director. Such leave request shall be accompanied by 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 HCI Director within seven (7) calendar days of the employee exhausting all full pay accruals. The Extended Sick Leave, when granted, will be retroactive to the date of eligibility.
- (b) Eligibility: Extended Sick Leave at One-Half (½) Pay may be granted to employees with a minimum of one (1) year of continuous service. This benefit can only be used once every twelve (12) months no matter how short the duration of One-Half (½) Pay is used.

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

One (1) full year but less than three (3) years-30 working days;

Three (3) full years but less than six (6) years-60 working days;

Six (6) full years or more - 90 working days.

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

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

- (e) An employee who is on Extended Sick Leave at One-Half (½) Pay shall not be eligible for Catastrophic Illness Leave, as described in Section 6 of this Article. Employees diagnosed with an illness or injury of a catastrophic nature while on Extended Sick Leave at One-Half (½) Pay, may also apply for Catastrophic Illness Leave retroactive to the date of the diagnosis.

#### (4) Catastrophic Illness Leave

- (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 of HCI to review the request. The remainder of the joint committee shall consist of the Director of Employee Benefits, Director of Support Personnel Services and the RAP President. If the joint committee recommends and the Superintendent approves, a unit member may receive up to ninety-five (95) illness days.

- (b) Upon exhaustion of such paid Catastrophic Illness Leave, the unit member may reapply for an additional paid illness leave of up to ninety-five (95) days. The granting of such additional leave is discretionary on the part of the Superintendent and is contingent upon the unit member applying for a retirement (disability or regular service) at the time of their application for an additional ninety-five (95) paid illness days and resigning from employment with the City School District at the end of such leave. No seniority shall accrue during Catastrophic Illness Leave.
- (c) An employee on an approved Extended Sick Leave at One-Half (½) Pay as set forth in Section 3 of this Article shall be eligible for Catastrophic Illness Leave as provided for in paragraph B above only upon applying for a disability retirement or resignation.

**G. School Closings**

In the event the Superintendent announces a school closing prior to or during a school day, unit members scheduled to work that day will receive full regular pay.

**H. Absence Other than for Vacation Purposes-No Deduction**

There shall be no deduction of salary for the periods specified herein, if such absence is recommended by the principal of the school or head of the department and approved by the Chief HCI Director.

For the purpose of determining eligibility, "immediate family", is defined as spouse, domestic partner, parent, child, or grandchild,

brother, sister, grandparent, by blood, marriage, or legal adoption, but excluding uncles, aunts, nephews, and nieces who are blood relatives unless they are living in the same house.

Death in the immediate family not to exceed five (5) consecutive days per incident including either the day of the death or the day of the funeral.

Death of blood relatives living in the same household (uncles, aunts, nieces, nephews, cousins) not to exceed three (3) consecutive days as requested. Requested days must commence within five (5) days of the day of death or the day of the funeral. At the discretion of the Chief HCI Director, the five (5) day provision of this subsection may be waived.

Death of blood relatives not living in the same household (uncles, aunts, nieces, nephews, cousins) not to exceed one (1) day as requested. A requested day can only be taken within five (5) days of the day of death or the day of the funeral. At the discretion of the Chief HCI Director, the five (5) day provision of this subsection may be waived.

- Birth for the father - 2 days
- Jury Duty - as required. Unit member must notify immediate supervisor of obligation. All compensation received for services performed as a juror while on required/approved jury duty shall be refunded to the City School District. Said funds need not include authorized transportation and/or parking fees for which funds are not provided.
- Legal adoption of a child - 2 days
- Military Duty – Personnel in reserve military units shall be paid as required by law. A copy of the military order must accompany the Request for Absence.
- Moving - 1 day per school year
- Quarantine - By Health Bureau Action - as needed
- Subpoena - if not interested party - as required and approved
- Graduation – Absence of one (1) day shall be granted to attend the presentation of an earned degree or diploma by the employee, employee’s spouse, domestic partner or child from a college or other post-secondary school, accredited institution or high school over one

hundred (100) miles away or conflicting with the employee's scheduled work hours.

**I. Vacations**

All regularly assigned twelve month paraprofessionals shall receive ten (10) working days vacation after the completion of one (1) year of employment through five years. One (1) additional day shall be given for each year thereafter, until a maximum of twenty (20) working days is reached. Vacation time shall be scheduled with the approval of the employee's supervisor.

**J. Retirement for Paraprofessionals<sup>4</sup>**

The Board shall implement Career Retirement Plans of the New York State Employee's 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); Guaranteed minimum death benefit (Section 60-b); Unused sick leave benefit (Section 41-j)
- Tier II - Non-Contributory Career Plan (Section 75-i); 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)
- Tier V - Coordinated Retirement Plan (Article XV); Unused sick leave benefit (Section 41-j)
- Tier VI - Coordinated Retirement Plan (Article XV); Unused sick leave benefit (Section 41-j)

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

**K. Retirement Incentive Plan for Teaching Assistants**

Effective beginning with the 2005-2006 school year, this system will be based on a year-end review of attendance and establishes a credit for Teaching Assistants who use few or no illness days.

1. Teaching Assistants are eligible to receive this benefit after completing a minimum of ten (10) years continuous service with the District.

Accumulated illness days prior to 2005-2006 are excluded from this plan.

For the purposes of this section only, sick days used for religious observation shall not be counted as days used.

2. Procedures: The credits will be paid in cash to the eligible Teaching Assistant upon retirement or resignation. The credits will be earned per day as follows for the preceding school year:  
No illness days used..... \$80 per day  
One (1) illness day used..... \$70 per day  
Two (2) illness days used ..... \$60 per day  
Three (3) illness days used ..... \$50 per day

The above stipulations and credits are banked annually.

The maximum amount paid to a Teaching Assistant upon resignation or retirement is \$15,000.

Eligible Teaching Assistants who plan to retire/resign and wish to receive this benefit must notify HCI 30 days prior to the date of resignation or retirement.

**L. Workers' Compensation**

All unit members 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.

- (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.
- (b) When full salary in lieu of the Compensation rate as required 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 assume his or her usual work. This compensation rate payment covers summer months and unpaid school vacation periods.
- (c) If an employee is still disabled on July 1 or whenever a school year employee is normally required to report to work, full salary shall be paid in lieu of the compensation rate, to the limit of the employee's illness allowance commencing with said date after which the compensation rate shall be resumed.
- (d) The City School District will pay all medical bills arising from Compensation injuries.
- (e) All reports of injuries must be forwarded to the Department of HCI within thirty (30) days from the date of the injury.

**M. Parental Leave of Absence**

- (a) An employee covered by this Agreement shall be eligible for parental leave of absence without pay upon completion of twelve (12) consecutive months of employment with the City School District.

- (b) Where possible not less than 30 calendar days prior to the commencement of the requested leave, a request for leave shall be made in writing to the Department of HCI indicating the dates of that leave. A physician's statement or a statement from an adoption agency must accompany the request for leave.
- (c) All employees returning from a leave of absence under this Section shall be placed in the first equivalent vacancy after the employee requests return.
- (d) Unless an extension is requested and granted, the employee shall either return to service no later than one year from the date such leave is granted or the Board shall terminate his/her services.
- (e) In the event an employee exercises his/her right to return at the end of the parental leave, he/she shall be entitled to receive all benefits he/she had accumulated prior to the time of the parental leave.
- (f) If the parental leave of absence is granted before the expiration of a probationary period, the employee must complete the unexpired portion of the probationary period satisfactorily upon return from leave before continuing employment status is granted.
- (g) An employee shall not accrue illness or vacation allowance while on parental leave of absence without pay.
- (h) A female employee may use her illness allowance for a pregnancy related medical disability, however, upon the termination of that pregnancy related medical disability, the employee must return to work or must have requested a leave of absence without pay.

CPIs covering the above period of medical disability must be filed prior to the return to work or upon beginning a leave of absence without pay.

**N. Personal Leave**

Two (2) personal days may be taken each year for personal business, religious observances, day before Thanksgiving break when school is not in session or family illness not covered in other sections of this Agreement and which require absence during school hours. Application for personal leave shall be made three (3) days before taking such leave (except in the case of emergencies). The applicant shall state "Personal Leave" as the reason for taking such leave. Personal leave shall not be granted:

- (a) the day before or after paid holidays or local recess days except the day before Thanksgiving or the day before Memorial Day as stated in Section 23(B);
- (b) the day before or after scheduled recesses;
- (c) the day before or after Superintendent conference days, or on a Superintendent conference day;
- (d) 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 of his/her designee;
- (e) unused personal leave days shall be added to accumulated illness allowance.
- (f) Any ten (10) month bargaining unit member who is assigned to work summer school during the months of July and August and completes the assignment shall accrue an additional personal leave day. Personal leave days cannot be used during July and August but in all other ways will be subject to the provisions of Section 23. K.

It is understood that any employee covered by this Agreement who by willful misrepresentation violates this personal leave policy shall forfeit all accumulations and any other further rights for compensated

absences until reinstated in good standing by the Board of Education on the recommendation of the Superintendent of Schools.

**O. Extended Illness or Injury Leave**

An employee who is ill for a prolonged period and has used all sick leave allowance 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) months 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 three-hundred sixty-five (365) consecutive calendar days.
- (d) Exceptions to "a", "b", and "c" above shall be upon the recommendation of the Chief HCI Director with the approval of the Superintendent of Schools.
- (e) Consecutive calendar days as used herein to define extended leave includes weekends, holidays, recess days, all vacation periods and summer recess. Consecutive months of employment refers to consecutive months actually worked, excluding summer recess.



- (f) 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 shall not be granted during any leave of absence without pay.
  - (2) Not more than two (2) leaves of absence without pay shall be granted to any employee for the same illness or injury if the disorder is chronic or recurring.
- (g) Within ten (10) days after exhausting sick leave allowance an employee shall in writing request from the Department of HCI 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.
- (h) Upon return from an extended illness or injury leave, the employee will be offered reinstatement to his/her former position. If said position has been abolished, the employee shall be offered any available vacancies in a similar position in accordance with the agreement.

**P. Educational Leave**

- (1) Upon successful completion of three (3) years of continuous service with 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.
- (2) Any approved educational leave of absence may be extended or renewed at the discretion of the Superintendent of Schools or his /her designee.

- (3) Applicants must file with the HCI Department 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.
- (4) Any change in the approved plans must be submitted in writing in advance to the HCI Department for approval.
- (5) At any time not more than two percent (2%) of the total number of employees regularly employed shall be on leave of absence. In case the number of applicants shall exceed two percent (2%), selection shall be made in accordance with the following principles and are in the order of importance.
  - (a) Length of continuous service, preference being given to those longest in service.
  - (b) Distribution by work location shall not be comparatively excessive.
  - (c) Nature of service provision being made that the benefits of such leave of absence shall be distributed as fairly as possible among all applicants.
- (6) 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.
- (7) Upon return, the employee will be offered reinstatement to his/her former position. If said position has been abolished the employee shall be offered any available vacancies in a similar position in accordance with the contractual agreement.

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

**Q. Leave for Student Teaching**

Any unit member that is approved for a leave as a student teacher will be paid 80% of their annual wage at the time of leave and will be afforded a continuation of all fringe benefits available at the time of the leave during their student teaching leave. Upon return from student teaching leave, the unit member will be required to remain employed in the services of RCSD for a period of one year following the end of the leave.

**R. Other Approved Leaves Without Pay**

Unit members with permanent status who have three (3) years of service may, upon the recommendation of the Superintendent of Schools and with the approval of the Board of Education, be granted a leave of absence without pay.

- (1) If granted, such leave of absence may be approved for up to one (1) school year.
- (2) Request for such leave must be submitted to the Office of HCI thirty (30) days prior to commencement of the leave. In case of emergency such request may be submitted and acted upon without requiring the full thirty (30) days notice.
- (3) The employee will return from leave on the first day of the school year in September following the commencement of such leave.
- (4) The employee shall notify in writing the Chief HCI Director no later than March 1 before expiration of the leave citing his or her plans for the next school year. The notification date may be waived with approval of the Chief HCI Director.

**S. Family and Medical Leave**

All leave and benefit provisions of this contract will be counted towards the leave and benefit provisions of the Family and Medical Leave Act of 1993 where applicable. FMLA leave and benefits will be applied if the contractual leave and benefits provide less than the FMLA.

**T. Hardship - Unforeseen Circumstances**

Deviation from any of the regularly specified conditions and exceptions covered by this section and necessary because of hardship or unforeseen circumstances may be made only upon the recommendation of the principal and the sole discretion of the Chief HCI Director.

**SECTION 24**

**CLASS SIZE**

A unit member shall not be required to perform duties with classes exceeding in size those of a teacher in a comparable situation.

In ISS rooms, the Rochester Association of Paraprofessionals and the District agree that a low student-teacher ratio will allow the unit member to address the students on an individual basis. The District acknowledges that class size ratios in ISS rooms are a key factor in student management. The District agrees that it will offer reasonable support to the ISS Teaching Assistants upon request.

**SECTION 25**

**EXPERIMENTATION**

- (1) The Board and RAP recognize the need for experimentation and innovation in programs and techniques effecting unit members and agree to cooperate in the implementation thereof.
- (2) Every effort will be made to provide such proposed programs to the President prior to the programs being submitted to the Board of Education for its consideration.
- (3) Any program being studied by the District for possible implementation shall receive participation and discussion from a minimum of three (3) members of the bargaining unit, to be selected by the Association.

- (4) The President of RAP or his/her designee shall be an ex officio member of the City School District Federal Projects Committee.
- (5) The President of RAP shall be notified of any new school programs under consideration by a school based planning team which would impact upon unit members' duties. The President, or designee, shall be invited to participate in discussions of such programs.
- (6) The President of RAP shall be notified of any Central Office department reorganization that has potential to affect unit members.

## **SECTION 26**

### **DUTY FREE LUNCH**

Unit members shall not be compensated for duty free lunch periods. This clause shall not apply to paraprofessionals whose duties include lunchroom supervising while they are performing such duties.

## **SECTION 27**

### **PAID RELEASE TIME**

Unit members attending evening school classes shall be required to complete a normal work day on those days when they are scheduled to attend evening classes.

## SECTION 28

### PROTECTION OF UNIT MEMBERS

#### **A. Assault and Battery Cases**

(1) The Board shall maintain a policy of public support of prosecution of offenders in all cases of assault and/or battery upon employees while engaged in the performance of their duty.

(2) Employees shall be required to report, in writing, all cases of assault and/or battery suffered by them in connection with their employment, to their principal, or immediate supervisor, and the Association Building Representative. This report will be forwarded immediately to the Superintendent, who in turn shall report the information to the Board.

(3) The Superintendent, his/her representative or the Counsel shall inform the employee immediately upon receipt of the report of assault and/or battery of his/her right under the law and shall provide such information in a written document.

#### **B. In Other Than Assault and Battery Cases**

(1) As required by statute, the Board shall provide legal counsel, and pay court costs and judgments related to any administrative or judicial proceeding or suit involving an employee who has acted in the discharge of his/her duties within the scope of his/her employment. The employee must, however, deliver copies of any legal papers served upon him/her to the Office of the Board's Counsel not later than ten (10) days after service. Disciplinary proceedings involving paraprofessionals shall be excluded from the provisions of this Section.

(2) As required by Section 3023 of the Education Law, the Board of Education will save harmless and protect all unit members from financial loss arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person, or the accidental damage to the property of any person within or without the school building, provided such employee, at the time of the accident or injury was acting in the

discharge of his/her duties within the scope of his/her employment and/or under the direction of said Board of Education.

(3) When a unit member acting in his/her discharge of his/her duties within the scope of his/her employment is involved in an administrative or judicial proceeding that requires meeting during the school day, he/she shall be released with full pay and the time shall not be charged against sick leave or personal leave time.

**C. Representation At Long-Term Student Suspension Hearings**

(1) Unit members who have been assaulted, where that assault is the subject of a long term suspension hearing, may request to be accompanied at the hearing by a RAP Representative. To the extent possible the unit member will give the District's legal counsel prior notice of the request to be accompanied. The District's legal counsel will support the unit member's request before the Hearing Officer and the Hearing Officer's disposition of that request will be on the record.

(2) Any unit member who is the victim of an assault may apply for a transfer to the next available open position at another work location. Applications will be reviewed jointly by the Chief HCI Director and the RAP President who will develop criteria and procedures for such transfers. Such transfers will be for the remainder of the school year, at which time, the unit member may apply through the voluntary transfer process for any bona fide opening that exists in the District, in accordance with the provisions of Section 13 of the contractual agreement.

**SECTION 29**

**PERSONAL INJURY BENEFITS**

(1) Coverage

All unit members are covered by Workers' Compensation Insurance which protects them in case of accidents while on duty. In the event of such an accident, the employee shall immediately notify the

principal so that the proper forms may be executed by the school authorities and attending physician.

(2) Procedure

- (a) For the purposes of this section, an assault occurs when a student or a person in the student's immediate family as defined in this collective bargaining agreement (Section 23H), with intent to cause physical injury to a bargaining unit member, or to another person, causes physical injury to a bargaining unit member, or when a student recklessly causes physical injury to a bargaining unit member.
- (b) The terms "intent", "recklessly" and "physical injury", contained in the definition of assault, set forth in Section 29(2)(a) of the collective bargaining agreement, shall have the definitions given to them in the New York State Penal Code.
- (c) If assault pay benefits are denied based on certification by a District physician, the medical report(s) will be given to the unit member and, upon proper release by the unit member, to RAP.
- (d) The District shall have the right to assign other duties within the unit member's job title to unit member receiving assault pay.
- (e) A unit member who provokes a student or a member of the student's immediate family (as defined in Section 23H), or guardian, shall not be entitled to assault pay benefits and an assault shall not be deemed to have occurred.
- (f) Accidents shall not constitute an assault.

(3) Reimbursement

The City School District will reimburse employees for the reasonable cost of any clothing, dentures, eyeglasses, hearing aids or other similar items which are damaged or destroyed as a result of an assault and/or battery suffered by an employee while the employee is acting in the discharge of his/her duties within the scope of his/her employment.



Further the City School District, as provided by Section 3023 of the Education Law, shall save harmless paraprofessionals and employees from bodily injury and property damage claims arising out of all activities performed in the course of their employment.

(4) Should an assault occur on a unit member as defined by the Department of Labor Relations and result in loss of time, the employee shall be paid in full for a period of up to twelve (12) months, upon certification of the continuance of the disability by a District physician. Said paid absences shall not be deducted from any sick leave to which such employee is entitled under this Agreement.

### **SECTION 30**

#### **TUITION REIMBURSEMENT**

100% tuition reimbursement will be provided to unit members from the first hour of college study. The parties will jointly approach Monroe Community College (and other educational institutions) to allow unit members to take courses and hold in abeyance the tuition payment until the course is successfully completed. Upon reimbursement of tuition costs, the unit member will be required to remain employed in the services of the District for a period of one year following the reimbursement.

If a unit member takes an Educational Leave as defined in Section 23(M) to fulfill student teaching requirements, such unit member shall be eligible to receive tuition reimbursement in accordance with Section 30.

### **SECTION 31**

#### **MISCELLANEOUS**

(1) Uniforms

Uniforms shall be provided by the District to each new “Pool Paraprofessional” and replaced for each “Pool Paraprofessional”

every two years. The uniform will consist of two (2) sweat suits, two (2) t-shirts and two (2) pairs of shorts.

(2) Disabled Employees

The District will follow all laws in accordance with American with Disabilities Act.

(3) Task Forces, Work Groups and District Committees

The President of RAP or his/her designee shall be a member of any district task force, work group or committee whose work would impact upon unit members and/or unit members' duties.

## **SECTION 32**

### **COPIES OF AGREEMENT**

The Board agrees to make available sufficient copies of this Agreement for distribution by the Rochester Association of Paraprofessionals to all members of the bargaining unit.

## **SECTION 33**

### **RETURN TO WORK**

The parties agree that as a result of the 1980 strike and its related activities no member of the bargaining unit shall be subjected to personal recrimination or harassment upon his/her return to work and that no employee or temporary employee of the City School District shall be subject to personal recrimination or harassment because he/she reported to work and continued on duty during the 1980 strike.

## **SECTION 34**

### **WAIVER AND SCOPE**

The parties acknowledge that during the negotiations which resulted in this Agreement each had an 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 RAP agrees that the other shall not be obligated to bargain collectively with respect to any known subject or matter not contained in this Agreement through the expiration date of this Agreement. This does not prohibit either party from negotiating any subject or matter not contained in this Agreement by mutual consent or as required by law, rule or regulation.

## **SECTION 35**

### **HARASSMENT**

- (1) Any employee who believes that he/she has been the subject of harassment in any form should report the alleged act immediately to the Human Capital Initiatives Director responsible for compliance with Title IX.
- (2) Within the parameters of this procedure, a confidential investigation shall take place as soon as practicable by the Office of Safety & Security. There shall be no retaliation against any person filing an alleged complaint.
- (3) After consultation with RAP and/or the District's Counsel, the person who investigates the complaint shall make a report to the Chief of Human Capital Initiatives.
- (4) The Chief of Human Capital Initiatives and/or designee shall meet with the affected parties and take action warranted by the circumstances.

(5) Within fifteen (15) working days after the meeting, the immediate supervisor of the Member shall advise the Chief of Human Capital Initiatives of the action taken and report periodically the progress of such action.

## **SECTION 36**

### **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. The committee shall meet on a needs basis at the request of either party.

## **SECTION 37**

### **SCHOOL BASED PLANNING TEAMS**

Unit members have the right to participate on all School Based Planning Teams and vote on all issues pertinent to terms and conditions of their work, including matters of instruction that involve unit members. Paraprofessional and Teaching Assistant representation will be consistent with the selection procedures developed in cooperation with the RAP and the School Based Planning Team Executive Committee as follows:

(1) RAP may act as a separate decision-making constituency in situations that impact their terms and conditions of work.

(2) RAP is entitled to two representatives unless the number of unit members exceeds 29, in which instance they shall be entitled to three.

## SECTION 38

### COACHING

1. When unit members are hired as coaches and/or assistant coaches for the following interscholastic sports, they will be paid a stipend as follows:

<u>A (\$4,000)</u>	<u>B (\$3,500)</u>	<u>C (\$3,000)</u>	<u>D (\$2,500)</u>	<u>E (\$2,000)</u>
Football	Baseball	Soccer	Tennis	JV Track
Basketball	Indoor Track	G/Swimming	JV Wrestling	JV
Wrestling	Softball	X-Country	Asst. JV Football	G/Swimming Golf
Athletic Trainer	Gymnastics	JV Football	Fr. Basketball	Cheerleading
	Track/Field	Asst. Var. Football	JV B/Swimming	Fr. Football
		JV Basketball	JV Baseball	(Asst. -- \$1,000)
		Volleyball		Bowling
		B/Swimming		JV Soccer
		g		
		Ice Hockey		X Country
		Lacrosse		Skiing

### 2. Modified Sports - Schedule

All sports except bowling, will be paid the same rate. Assistant Coaches will be paid 75% of the coach's stipend for that sport.

Sport	B/G	
Soccer	B/G	\$2,000
Cross Country	COED	\$2,000
Golf	COED	\$2,000
Swimming	COED	\$2,000
Volleyball	B/G	\$2,000
Indoor Track	COED	\$2,000

Baseball	B	\$2,000
Softball	B/G	\$2,000
Tennis	B/G	\$2,000
Wrestling	B	\$2,000
Bowling	COED	\$1,500

Partial Season Rates - Service under Sections 41.1 and/or 41.2 for less than a complete season shall be prorated.

3. Longevity pay shall be paid at the following rates:
  - After 3 years in the same sport, \$400 in addition to base rate.
  - After 5 years in the same sport, \$650 in addition to base rate.
  - After 10 years in the same sport, \$900 in addition to base rate.
  - After every additional five (5) years, the longevity pay shall increase by \$300 above the \$900 payment in addition to the base rate.
  - Once longevity is earned in a particular sport, it shall be maintained.

**SECTION 39**  
**MENTOR PROGRAM**

Mentor positions will provide opportunities to qualified Teaching Assistants for professional advancement, growth and leadership while remaining in the classroom and provide direly needed support to unit members new to the district and/or working with our student population. Mentors will agree to a schedule consisting of both supporting students (direct student contact) and the additional professional duty of supporting the development of new unit members in their positions. Mentor positions are two years in duration.

Mentor Teaching Assistants will provide critical support to first-year Paraprofessionals and first-year Teaching Assistants to enhance their instruction and orient them to the school community.

Qualifications for employment as a Mentor Teaching Assistant will include the following:

Five (5) years Teaching Assistant experience; evidence of ongoing professional development; strong communication skills; proficiency in using and understanding technology; and understanding how to work with student learners.

Mentor Teaching Assistants shall continue to accrue seniority in Teaching Assistant tenure area and have right to return to previous position at the opening of the succeeding school year.

Compensation: Mentor Teaching Assistants on active assignment will receive compensation for their services, in recognition of their additional responsibilities. Mentor Teaching Assistants shall have a 40-hour work week. No more than 20-hours per week shall be dedicated to the classroom assignment and no more than 20-hours per week shall be dedicated to mentoring-related activities. Mileage will be reimbursed at the IRS rate. Mentors will receive an annual stipend of \$800 in addition to their contractual rate of pay.

Governing Committee: The committee shall be composed of two (2) members appointed by RAP and two (2) members appointed by the RCSD. The committee will develop and implement procedures for creating, soliciting and reviewing applications for Mentor positions. The committee will select Mentor TAs based on qualifications for employment. The committee will develop the evaluation forms and procedures to be used for Mentor TAs. The committee will monitor the progress of the Mentor program and submit a report to the RAP President and the Superintendent no later than June 30 of each school year.


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

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

By   
\_\_\_\_\_  
**Bolgen Vargas**  
**Superintendent of Schools**

By   
\_\_\_\_\_  
**Steven Carling**  
**Lead Negotiator**

**FOR THE ROCHESTER ASSOCIATION OF PARAPROFESSIONALS**

By   
\_\_\_\_\_  
**Angelina Rivera**  
**President**



**APPENDIX "A"**  
**WAGE SCHEDULES**

**A. Wage step increases effective July 1<sup>st</sup> of each school year:**

**Paraprofessionals**

<b>Steps</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
1	\$9.33	\$9.33	\$9.33
2	\$9.60	\$9.56	\$9.58
3	\$9.98	\$9.84	\$9.82
4	\$10.37	\$10.23	\$10.11
5	\$10.78	\$10.63	\$10.51
6	\$11.21	\$11.05	\$10.92
7	\$11.66	\$11.49	\$11.35
8	\$12.11	\$11.95	\$11.80
9	\$12.54	\$12.41	\$12.27
10	\$12.98	\$12.85	\$12.75
11	\$13.45	\$13.30	\$13.20
12	\$13.90	\$13.79	\$13.66
13	\$14.40	\$14.25	\$14.16

Step movement will occur in a diagonal manner. For example, a unit member whose hourly wage is \$9.33 effective July 1, 2014 will move to \$9.56 in 2015-2016.

## Teaching Assistants

Steps	2014-2015	2015-2016	2016-2017
1	\$12.33	\$12.33	\$12.33
2	\$12.69	\$12.64	\$12.66
3	\$13.19	\$13.01	\$12.98
4	\$13.72	\$13.52	\$13.36
5	\$14.25	\$14.06	\$13.89
6	\$14.67	\$14.61	\$14.44
7	\$15.13	\$15.04	\$15.00
8	\$15.59	\$15.51	\$15.45
9	\$16.01	\$15.98	\$15.93
10	\$16.44	\$16.41	\$16.41
11	\$16.91	\$16.85	\$16.85
12	\$17.37	\$17.33	\$17.30
13	\$17.86	\$17.86	\$17.80

Step movement will occur in a diagonal manner. For example, a unit member whose hourly wage is \$12.33 effective July 1, 2014 will move to \$12.64 in 2015-2016.

### **B. Effective July 1, 2014**

All eligible employees will receive a Step Increase as per Appendix "A." For employees at the top step of their salary schedule or off schedule, there will be a wage increase of **2.9%** to establish their new off schedule wage rates.

### **C. Effective July 1, 2015**

All eligible employees will receive a Step Increase as per Appendix "A." For employees at the top step of their salary schedule or off schedule, there will be a wage increase of **2.5%** to establish their new off schedule wage rates.

**D. Effective July 1, 2016**

All eligible employees will receive a Step Increase as per Appendix “A.” For employees at the top step of their salary schedule or off schedule, there will be a wage increase of 2.7% to establish their new off schedule wage rates.

**APPENDIX "B"**  
**CAREER LATTICE INCREMENT SCHEDULE**

<b>Hours Employed Per Week</b>	<b>6th Yr. 12 Credit Hours</b>	<b>7th Yr. 24 Credit Hours</b>	<b>8th Yr. 36 Credit Hours</b>	<b>9th Yr. 48 Credit Hours</b>	<b>10th Yr. 60 Credit Hours</b>
35	\$100	\$100	\$100	\$100	\$100
30	\$100	\$100	\$100	\$100	\$100
25	\$50	\$50	\$50	\$50	\$50
20	\$50	\$50	\$50	\$50	\$50

**Career Lattice rules can be found in Section 21 (D) of this Agreement.**

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