

**THE CONTRACTUAL AGREEMENT**

**BETWEEN**

**THE CITY SCHOOL DISTRICT**

**OF**

**ROCHESTER, NEW YORK**

**AND**

**BENTE/AFSCME LOCAL 2419**  
**(AFL-CIO)**

July 1, 2021 – June 30, 2024

**CITY SCHOOL DISTRICT**

**BOARD OF EDUCATION**

Van H. White, President

Cynthia Elliott, Vice-President

Ricardo Adams, Commissioner

William (Bill) Clark, Commissioner

Beatriz LeBron, Commissioner

Amy Maloy, Commissioner

Willa Powell, Commissioner

**SUPERINTENDENT OF SCHOOLS**

Lesli Myers-Small

**NEGOTIATING COMMITTEE**

Meghan Lynch Abate, Senior Director of Staff Relations, Chief Negotiator

Christopher Miller, Chief of Human Capital

Michael Schmidt, Chief of Operations

India Barton, Director of Staff Relations

Jefferson Dedrick, Director of Staff Relations

Terrence Hasseler, Director of Budget

Nicole Viggiano, Director of Recruitment, Selection, and Retention

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

**NEGOTIATING COMMITTEE**

Dan DiClemente, President, Local 2419	Angelo Palmerini	Vice President, Local 2419
Barbara Zarpentine, Secretary/Treasurer, Local 2419	Sonia Alvarado	Recording Secretary, Local 2419
Wilbert Navedo, Sergeant-at-Arms, Local 2419	Wayne Collom	Sergeant-at-Arms, Local 2419
Jessica Rinebold, Chief Steward, Local 2419	Laura Kuhn	Clerical Steward, Local 2419
Louise "Weezy" Landry, Steward Coordinator, Local 2419	Ples Victor Wilson	Custodial Steward, Local 2419
Joseph Jackson, Lead SSO, Local 2419		

**LOCAL OFFICERS, BENTE LOCAL 2419**

Dan DiClemente	President
Ange Palmerini	Vice President
Barbara Zarpentine	Secretary/Treasurer
Sonia Alvarado	Recording Secretary
Zelder Bice	Sergeant-At-Arms
Wayne Collom	Sergeant-At-Arms
April Terrigino	Unit Chairperson, Transportation
Roosevelt Murray	Unit Chairperson, Sentries
Jill Harold	Unit Chairperson, Secondary Schools
Karl Hardy	Unit Chairperson, Custodial
Louise Landry	Unit Chairperson, Central Office
Leonela Malinao	Unit Chairperson, Food Service
Carol Bedenik-Carmel	Unit Chairperson, OT/PT
Chris Capone	Unit Chairperson, Plant Maintenance
Kenneth Davis	Unit Chairperson, Project Workers
Angelic Mendez	Unit Chairperson, Elementary Schools
Pete DiBenedetto	Trustee
Noelia Garcia	Trustee
Stacia Goldberg	Trustee

**STEWARDS**

Laura Kuhn	Elementary/Secondary Clerical
Victor Wilson	Custodial
Leonela Malinao	Food Service/Storehouse
Chris Capone	Plant Maintenance
Sertzai Weld	Project Workers
Jessica Rinebold	Central Office
Rickey Hepburn	Sentries
Albert Williams	Transportation

**APPOINTED OFFICIALS**

Jessica Rinebold	Chief Steward
Louise Landry	Educational/EAP/Steward Coordinator
Veldra Simmons	Orientation Coordinator

**TABLE OF CONTENTS**

**Page(s)**

ARTICLE I	- DURATION.....	1
ARTICLE II	- RECOGNITION.....	1
ARTICLE III	- FAIR PRACTICES.....	2
ARTICLE IV	- PURPOSE OF AGREEMENT.....	2
ARTICLE V	- LEGISLATIVE APPROVAL.....	3
ARTICLE VI	- NO STRIKE CLAUSE.....	3
ARTICLE VII	- MANAGEMENT RIGHTS.....	3
ARTICLE VIII	- UNION RIGHTS.....	3-11
ARTICLE IX	- GENERAL EMPLOYMENT PROVISIONS..	11-22
ARTICLE X	- GENERAL WAGE PROVISIONS.....	23-32
ARTICLE XI	- WORK PERFORMANCE NOTATIONS.....	32-33
ARTICLE XII	- DISCIPLINE.....	33-36
ARTICLE XIII	- SENIORITY.....	36-38
ARTICLE XIV	- WORK FORCE CHANGES.....	38-46
ARTICLE XV	- LAYOFF AND RECALL.....	46-50
ARTICLE XVI	- VACATIONS AND HOLIDAY.....	50-59
ARTICLE XVII	- PAID LEAVES OF ABSENCE.....	59-65
ARTICLE XVIII	- UNPAID LEAVES OF ABSENCE.....	65-72
ARTICLE XIX	- ILLNESS ALLOWANCE.....	72-81
ARTICLE XX	- WORKER'S COMPENSATION.....	81-82
ARTICLE XXI	- INSIRANCE BENEFITS.....	82-86
ARTICLE XXII	- RETIREMENT PLAN.....	86-87
ARTICLE XXIII	- PROTECTION OF EMPLOYEES.....	87-89
ARTICLE XXIV	- JOINT COMMITTEES.....	89-90
ARTICLE XXV	- TUITION REIMBURSEMENT.....	90-91
ARTICLE XXVI	- MISCELLANEOUS.....	91-105
ARTICLE XXVII	- GRIEVANCE PROCEDURE.....	105-111
ARTICLE XXVIII	- SAVINGS CLAUSE.....	111
ARTICLE XXIX	- MODIFICATION OF AGREEMENT.....	111
ARTICLE XXX	- TOTAL AGREEMENT.....	112
ARTICLE XXXI	- TERMINATION OF AGREEMENT.....	112
APENDIX A	- JOB TITLES AND BRACKETS.....	114-119
APPENDIX B	- WAGE SCHEDULE.....	120
APPENDIX C	- DIFFERENTIAL SCHEDULE.....	121
INDEX	- .....	122

**ARTICLE I**  
**DURATION**

This Agreement is entered into on this 10th day of August 2021, by and between the Board of Education Non-Teaching Employees (BENTE) Union Local 2419, affiliated with New York Council 66 of the American, Federation of State, County and Municipal Employees, AFLCIO (hereinafter referred to as the Union) and the Board of education of the City School District of Rochester, New York (hereinafter referred to as the Board). The provisions of this Agreement shall be effective July 1, 2021, and continue and extend through June 30, 2024.

**ARTICLE II**  
**RECOGNITION**

1. The Board hereby recognizes BENTE, Local 2419, New York Council 66, AFSCME, AFL-CIO, as the sole and exclusive bargaining representative of all employees as listed in Appendix "A". This recognition shall be applicable for a period not to exceed the expiration date of this Agreement.
2. The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Union in the bargaining or negotiating unit as defined in Appendix "A". The Board agrees not to negotiate with any employee organization other than BENTE, Local 2419, Council 66, AFSCME, AFL-CIO, for the duration of this Agreement.
3. No employee(s) shall have the power to act as agent for or otherwise bind the Union in any way whatsoever except to the extent specified in this contract.

**ARTICLE III**  
**FAIR PRACTICES**

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

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

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

**ARTICLE IV**  
**PURPOSE OF AGREEMENT**

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

**ARTICLE V**  
**LEGISLATIVE APPROVAL**

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds, therefore, shall not become effective until the appropriate legislative body has given approval.

**ARTICLE VI**  
**NO STRIKE CLAUSE**

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

**ARTICLE VII**  
**MANAGEMENT RIGHTS**

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

**ARTICLE VIII**  
**UNION RIGHTS**

**Section 1. Union Dues and Agency Fee**

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

- B. The Board of Education agrees to deduct membership dues from the salaries of employees who are members of the Union and to provide any additional deductions mutually agreed upon as said employees individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to the designated financial officer of the Union. Such authorization shall be in writing in a form to be supplied by the Union. The District will make every reasonable effort to process applicable dues payments for the paycheck covering the pay period upon which the payroll deduction authorization is submitted to the District. In the event it is no longer legally permissible for the Board to comply with the obligation to provide employees with the right to have their authorized payments to the Union withheld from their paychecks, the Board shall provide the Union with a reasonable period of time to access all bargaining unit employees on duty time to provide employees with the opportunity to arrange payments to the Union using alternatives to payroll deduction.
- C. The aggregate total of all such deductions shall be remitted biweekly to the designated financial officer together with a list of those from whom dues have been deducted.
- D. The Union shall certify to the Board the current rate of membership dues to such organization, and shall notify the Board of any change in membership dues.
- E. Dues deductions as authorized by individual members of the Union shall continue in effect from year to year for the life of this Agreement, unless revoked in writing. Any member of the Union desiring to have the Board discontinue deductions he/she has previously authorized shall do so by notifying the Director of Accounting in writing of said



revocation. A copy of the written revocation shall be sent by the employee to the designated financial officer of the Union.

- F. The Board agrees that it will not accord dues deductions rights to any employee organization claiming or seeking to represent employees covered by this Agreement other than the Board of Education Non-Teaching Employees (BENTE) Union, Local 2419, New York Council 66, AFSCME, AFL-CIO.
- G. The Board shall not be responsible for collecting any such dues not authorized to be deducted.
- H. If any monies are deducted by the Board from the pay of members of the Union and turned over to said organization and those members do not owe said monies, the Union shall refund same to the members, and the Board shall not be liable for any refund.
- I. The Board agrees to provide the Union with a current list of bargaining unit employees twice per month. This list shall include name, department, job title, pay rate, pay bracket and pay step, health benefit designation, life insurance designation, home address, phone number, pay status, seniority dates, stipends, and union membership.
- J. Effective December 1, 1978 the Rochester City School District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the BENTE/AFSCME Local 2419 the amount equivalent to the dues levied by the Union and shall transmit the sum so deducted to the Union, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.

The Union affirms that it has adopted such procedures for refund of agency shop fee deducted as required in Section 3 of Chapters 677 and

678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Union maintains such procedure.

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

- K. The Board of Education agrees to deduct monies for the AFSCME Political and Legislative Fund from the salaries of employees who are members of the Union and who voluntarily authorize the Board to deduct, and to transmit the monies promptly to the designated financial officer of the Union. Such authorization shall be in writing in a form to be supplied by the Union.
  
- L. It is specifically agreed that the City School District and the Board of Education assume no obligation, financial or otherwise, arising out of the provisions of this Section, and the Union agrees that it will indemnify and hold the District and the Board harmless from any and all claims, actions, demands, suits, or proceedings by any employee, or any other party, arising from deductions made by the District or Board and remittance to the Union of dues and any other fees under this Section.

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

## Section 2. Organizational Rights

- A. Any grievance committee meetings with the Board or its representatives held during working hours, on School District premises, shall be without loss of time and pay.
- B. The Union shall designate in writing, at the beginning of each school year, to the Chief of Human Capital Initiatives (HCI), the names of eight (8) Union Stewards employed in each of the following areas to represent employees in those areas:
  - 1) Attendance
  - 2) Central Office
  - 3) Custodial
  - 4) Elementary/Secondary Schools
  - 5) Food Service/Distribution Center
  - 6) Plant Maintenance
  - 7) Security
  - 8) Transportation

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

The Union shall designate, in writing to the Chief of HCI, the name of one (1) Union Member who will be released for four (4) hours per week for the purpose of providing information to new employees.

- C. Those employees designated as Unit Stewards shall be allowed four (4) hours per week of released time without loss of pay for the following purposes:
  - 1) To post Union notices.
  - 2) To distribute literature.
  - 3) Process and investigate grievances.

- 4) Solicit membership during other employees' non-working time.
- 5) Transmit communications authorized by the Union or its officers to the Board of Education or representatives.
- 6) Consult with Board representatives concerning the enforcement of any provisions of this Agreement.
- 7) To represent employees at disciplinary meetings, as assigned by the Union office.

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

The President and the Secretary/Treasurer of the Union shall be provided with full released time from his/her present position and the Vice President shall be provided with twenty (20) hours per week in order for him/her to carry out Union duties and shall suffer no loss of pay or employment benefits while performing such duties during his/her term of office. He/She shall have the right of return to his/her former position when his/her term of office expires. The Union shall reimburse to the District a portion of such salary as is mutually agreed to at the time of each re-negotiation of this Agreement. However, nothing contained in this Section shall be construed to waive or limit the power of the Board of Education to abolish, create, or modify positions within the bargaining unit.

The District shall maintain a minimum of one position as released in the title held by the President, Secretary/Treasurer, and Steward/EAP/Educational Coordinator. The District shall maintain a

minimum of one (1) 20-hour position as released in the held by the Vice President. The District will comply with seniority requirements for the applicable titles.

Steward/EAP/Educational Coordinator: forty (40) hours per full week

Recording Secretary: ten (10) hours per full week

Sergeant-at-Arms (2): total of eight (8) hours per full week

Chief Steward: sixteen (16) hours per full week (if the Chief Steward is not one of the released employees set forth in Article VIII, section 2(B) above, the Chief Steward shall receive twelve (12) hours of released time per week)

Trustees: two (2) days per year to audit union finances as required by BENTE's local constitution.

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

F. No later than the last Friday of the month after which a new member begins employment, the District shall hold an orientation meeting for all new employees during their regularly scheduled work day, at which time the employees will be provided with a copy of the current Collective Bargaining Agreement and a Civil Service job description. BENTE shall be given thirty minutes at the District New Employee Orientation to explain the services available through the Union and its affiliates.

### Section 3. Use of Facilities

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

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

#### Section 4. Special Conferences

Conferences between representatives of the employer and no more than three (3) representatives of the Union on important matters, which may include the discussion of procedures for avoiding future grievances and other methods of improving the relationship between the parties, may be held upon request by the parties. Employees acting on behalf of the Union shall suffer no loss of time or pay, should such meetings fall within their regular work hours.

#### Section 5. Access to Premises

Duly authorized representatives of the Union shall have the right to transact official organizational business on school property. Upon arrival, such authorized representatives shall report their presence to the principal or person in

charge of the work location. The principal or person in charge of the building or work location shall then confer with the duly authorized representatives in order to facilitate the purpose of the visit, provided such visit shall not interrupt normal school operations, or interfere with the performance of duties assigned to the employees, and is approved by the principal or the person in charge of the building or work location. Approval shall not be unreasonably withheld.

#### Section 6. Negotiating Committee

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

#### Section 7. Aid to Other Unions

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

#### Section 8. Released Time for Conventions

Those Union officers listed in Section 2, Paragraph D of this Article shall be allowed time off without loss of pay to attend four (4) scheduled union conferences/conventions per year.

### **ARTICLE IX**

#### GENERAL EMPLOYMENT PROVISIONS

#### Section 1. Definitions

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

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

C. All 10-month employees will be notified of their start date for the following school year no later than June 30 and their end date for the current school year no later than March 1.

## Section 2. Position Classification

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

The District agrees to consult with the Union prior to any proposed changes in job classification for those positions that are encumbered by a BENTE member. For vacant positions, the District will provide notification to the Union of any proposed changes prior to posting the position in the Administrative Bulletin. In the event that the District determines that the job duties are that of a position that exists in another bargaining unit, the District will bargain the impact with the Union.

## Section 3. Temporary Employees

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

- 1) Under Three (3) Months



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

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

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

3) Over Six (6) Months

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

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

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

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

#### Section 4. Physical Examination

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

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

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

D. Physical examinations each year, between the end of one school year and the beginning of the next, by a District appointed physician shall be required of all employees assigned as drivers or assistant

drivers of any or all District owned and District operated vehicles, including buses, trucks, delivery wagons, and station wagons. All lunchroom employees may be required to have a medical examination each year before returning to work in September.

#### Section 5. Assignments

A. For employees covered by this Agreement hired prior to July 1, 1975, employment shall be on a twelve (12) month basis unless the assignment prior to July 1, 1975 was otherwise. For those employees hired prior to July 1, 1975, when it is considered beneficial and practical to both the employee and the City School District, arrangements may be made to allow ten (10) month assignments or twelve (12) month assignments within the same position at the discretion of the District. Up to ten (10) clerical employees who were hired or promoted into a twelve (12) month assignment shall remain in a twelve (12) month assignment throughout the length of their employment with the District. Employees retained during the summer months as a result of this provision will be required to work in assignments supporting the District's summer school programs. Such employees shall not be allowed to use vacation days while school (including summer school) is in session unless such use is approved by the Chief of Human Capital Initiatives and shall not require the District to incur added costs for substitutes. For the first year only, accommodations may be made to facilitate prior vacation plans upon proof that such plan would incur costs to the member if canceled. If accommodations cannot be made, the member will have the right of refusal to become 12-months until the following recess period.

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

## Section 6. Work Week

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

B. For those employees whose employment is on the basis of forty (40) hours per week, assignments shall be Monday through Friday, inclusive of eight (8) consecutive hours per day (excluding lunch) within a twenty-four (24) hour period commencing from the start of the employee's regular work schedule<sup>1</sup>.

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

D. Effective August 1, 2001, employees in the following departments and titles will be increased to a forty (40) hour work week: Accounting, Budget, Elementary School Secretaries, MIS, and Payroll. Effective July 1, 2004, Senior School Secretaries will be increased to a 40-hour work week.

E. Effective July 1, 2017, all bargaining unit titles will have a maximum workweek of forty (40) hours. Upon consent from the Union, the District may schedule an employee in more than one location to provide for an 8-hour workday.

---

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

## Section 7. Work Hours/Schedules

- A. Work schedules showing the employees' workdays, and total hours and time period assigned shall be posted on all department bulletin boards at all times.
- B. All employees shall work on a regular schedule and each schedule shall have a regular starting and quitting time.
- C. In the event that the Department Head desires to adjust an employee's work hours, he/she shall notify the Union and the employee in writing at least five (5) days prior to making the change. A new work schedule shall be included with the notification. If the District determines that an individual needs to be temporarily assigned due to exigent circumstances, then the five (5) day notice requirement may be waived, upon consultation with the union.
- D. The District shall not reduce any title listed in Appendix A to less than twenty (20) hours per week and shall not create titles under twenty (20) hours in an effort to supplant the work force. The District and BENTE agree that the following positions are not part of the bargaining unit (and may work less than 20 hours per week): Food Service Helper Under 4 Hours/Day, School Sentry I Sub, School Sentry II Sub, Guard-PT, Bus Driver – On Call, Food Service Helper – PT (used as a substitute), and Substitute Cleaner.
- E. Bargaining unit members who work additional REX hours will have their standard hours increased by the minimum number of hours consistently worked once a threshold of thirty (30) consecutive work days (excluding weekends, holidays, and paid time off) has been

reached. This reconciliation will not be retroactive and will commence on the thirty-first (31<sup>st</sup>) day of the assignment.

Long-term absences, i.e., those that result in half-pay, catastrophic, unpaid illness leaves or any other long-term leaves as described in the Agreement, will result in a decrease in hours to reflect the former standard hours. Illness and personal day accrual banks will be reconciled no later than either the end of each semester or at the time the REX assignment ends.

Once the assignment that increased the standard hours is complete, the standard hours will be decreased to reflect the former standard hours immediately after the assignment ends.

The District and BENTE will meet to review any unique circumstances that fall outside of the above provisions.

- F. This provision of the Collective Bargaining Agreement is intended to expressly supersede all prior practices of the District, including all prior Memorandum of Agreements
- G. Should a supervisor instruct a bargaining unit employee to work remotely, then the District shall discuss with the Union any additional supports necessary.

#### Section 8. Rest Periods

All employees' work schedules of four (4) or more hours will provide for a fifteen (15) minute rest period during every three-and-one-half (3.5) hours worked. The rest period shall be scheduled at the middle of every three-and-one-half (3.5) hours worked.

#### Section 9. Clean-Up Time

Employees who are required to use manual/physical equipment to perform their job shall be granted a ten (10) minute clean-up period prior to the end of the work shift.

#### Section 10. New Positions and Specifications

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

#### Section 11. Work Rules

- A. The City School District retains the right to establish reasonable rules and regulations to promote the effectiveness of the instructional program, improve the efficiency of all supporting services, and provide for the safety of all pupils, employed staff, and persons using school district facilities, except where it is contrary to the provisions of this Agreement.
- B. The City School District agrees that any major new work rule, or substantial change in existing rules, shall not become effective until the Union has been notified, and in addition, has been posted prominently on all bulletin boards for a period of ten (10) consecutive workdays.
- C. Employees shall comply with all rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.
- D. Non-certified Bargaining Unit personnel, with the exception of Occupational and Physical Therapists, Home School Assistants, and

Sentries (School Safety Officers), shall not be responsible for the supervision or control of any students or student activities.

- E. Under no circumstances shall bargaining unit members be required to transport students or parents in their own automobiles.

#### Section 12. Driver Accident Policy

The Driver Accident Policy covers all drivers of the Rochester City School District.

- A. A Chargeable Accident is defined as any occurrence involving a City School District owned or leased vehicle which results in property damage and/or personal injury, regardless of who was injured, what property was damaged, to what extent or where it occurred, and in which the driver failed to do everything that reasonably could have been done to prevent the occurrence. For purposes of this policy, a “vehicle” shall be defined as any registered motor vehicle.
- B. If any employee is involved in an accident, the School District’s Safety Coordinator, Motor Vehicle Licensed 19-A Examiner or Department head who has formal training in accident reconstruction (collectively, a “Motor Vehicle Investigator”) will investigate the accident to determine if the accident was preventable. If the Motor Vehicle Investigator wishes to interview the employee involved in the accident, the employee shall have the right to be represented by a union representative.
- C. If a driver has been found to have a Chargeable Accident, he/she may appeal that decision to the “Appeals Committee”. The Appeals Committee shall be composed of six drivers and the Safety Coordinator. Appointments to the committee shall be made by the Department Managers. If the employee does not challenge the decision of the Motor Vehicle Investigator within ten (10) working



days, the matter will be referred to HCI for appropriate disciplinary action, if necessary, as stated in #4 below.

- D. The Appeals Committee shall make a determination, by a majority of those members in attendance at a meeting, as to whether or not the accident was preventable. If the Committee overturns the decision of the Safety Coordinator, they must state the basis in writing. If the Appeals Committee makes such a finding that the accident was preventable, the Committee shall advise the employee and his/her union representative in writing of all findings. The Committee shall then refer the matter to HCI for a recommendation regarding appropriate disciplinary action, subject to the provisions of Article XII of the Collective Bargaining Agreement. HCI can consider relevant disciplines documented within the employee's personnel file for a period of up to three (3) years.
- E. For the purposes of this policy, there shall be a shortened grievance and arbitration process for any disciplinary action issued as described above. The Union will file the grievance at Level 2 within 5 working days of the discipline being issued to the driver. The Office of Labor Relations will schedule a Level 2 grievance meeting within 5 working days of receiving the grievance and will submit a written response to the Union within 5 working days of the meeting. Should the grievance response not resolve the grievance to the satisfaction of the Union, the Union will submit a written request for Arbitration within 10 working days of receiving the Level 2 grievance response.
- F. This provision of the Collective Bargaining Agreement is intended to expressly supersede all prior practices of the District, including all prior Memorandum of Agreements.

### Section 13. Insurance

- A. Any employee whose job duties require a Commercial Driver's License to operate District motor vehicle equipment and who, due to motor vehicle accidents or violations, still possesses a valid driver's license but is deemed unfit to drive by the District's Insurance Carrier, shall be deemed ineligible to remain in their job title. The District shall work in conjunction with the Union to voluntarily place the individual in another title for which they are eligible and qualified. This provision shall include vacant positions that would be considered a demotion as well as a lateral transfer. Nothing in this provision shall preclude the District from considering Article XII discipline provisions if appropriate. If discipline is imposed, grievance provisions within Article XXVII remain applicable. If the District's Insurance Carrier deems the individual fit to drive within two years of the transfer or demotion, the employee will be placed back into his/her former title if a vacancy exists, or into the next available vacancy should a vacancy not exist at the time the employee is deemed fit to drive.

**ARTICLE X**  
**GENERAL WAGE PROVISION**

All wages and monies shall be paid in accordance with the provisions of this Article and the attached Appendixes. Once placed on the new wage schedule, an employee will advance one step each successive July 1 until they go off schedule. Movement will be as follows, unless otherwise stated in Article X, Section 3E, Increments (regular), below:

Effective on July 1, 2021, July 1, 2022, and July 1, 2023, employees on the highest step of the wage schedule and employees off-schedule shall receive wage increases of either 3.0%, or 1.5% greater than the highest salary schedule, whichever is greater.

Employees at Steps A through E shall advance to the next step on the salary schedule on July 1 of each school year. For July 1, 2021 only, employees will remain on the step (A through F) they were on as of June 30, 2021 but on the new wage schedule.

#### Section 1. Assignments

The initial wage rate of each person appointed shall be set in accordance with the schedule as negotiated in this Agreement, except that all newly appointed personnel from outside the school system may be assigned at any initial wage rate between Steps A and D on the appropriate schedule, and shall be advanced in wages based on satisfactory service until the normal maximum is reached.

#### Section 2. Pay Practices

- A. All employees shall be paid biweekly on the same day, and all adjustments shall be on that basis. In the event this day is a holiday, the preceding day shall be the payday. A payroll period shall be defined for the purpose of this Agreement as the two (2) weeks for which biweekly paychecks are issued.
- B. Whenever an employee is absent from work and is not entitled to wages under the provisions of this Agreement, that time shall be deducted at the hourly rate in effect
- C. Payroll periods shall be scheduled so that there shall be a ten (10) day holdback of pay in order that adjustments due to absences may be made before paychecks are issued. An employee shall not be entitled to wages, allowances, or benefits, unless specifically provided for elsewhere in this Agreement if that employee is not assigned to work that day.

It is recognized that to comply with the Fair Labor Standards Act, a five (5) or ten (10) day payroll holdback may be required.

Such implementation shall be accomplished only after consultation with the Union.

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

### Section 3. Increments (regular)

- A. All regular yearly wage increments shall become effective July 1.
- B. All wage increments shall be automatic for satisfactory service.
- C. Variations from the wage rate schedule may not be made.
- D. The normal increments of satisfactory service shall be as provided in the respective wage rate schedule
- E. Employment beginning before April 1 shall receive an increment on July 1. Employment beginning April 1 or thereafter shall receive a normal increment on the following July 1.
- F. Upon recommendation of the Superintendent of Schools, an overall unsatisfactory rating may result in the withholding of any negotiated general or salary step increases. Such withholds may be subject to the contractual grievance process.

### Section 4. Increments (service)

All permanent employees on the Civil Service Payroll qualify for service increments provided they have a work schedule or assignment considered

complete for the work assigned, regardless of the number of hours assigned each day.

- A. Employees who have completed five (5) or more years of satisfactory service with the Board of Education shall receive a service increment of \$300 per year added to their regular hourly rate.
- B. Employees who have completed ten (10) or more years of satisfactory service with the Board of Education shall receive a service increment of \$450 per year added to their regular hourly rate.
- C. Employees who have completed fifteen (15) or more years of satisfactory service with the Board of Education shall receive a service increment of \$600 per year added to their regular hourly rate.
- D. Employees who have completed twenty (20) or more years of satisfactory service with the Board of Education shall receive a service increment of \$800 per year added to their regular hourly rate.
- E. Employees who have completed twenty-five (25) or more years of satisfactory service with the Board of Education shall receive a service increment of \$900 per year added to their regular hourly rate.
- F. Employees who have completed thirty (30) or more years of satisfactory service with the Board of Education shall receive a service increment of \$1,000 per year added to their regular hourly rate.

Section 5. Increments (promotional)

An employee who is appointed to a position in a higher bracket shall receive a 10% increase. An employee who demotes to a lower title, shall, in turn, receive a 10% decrease in their salary.

Current District employees who are entering BENTE for the first time

shall be treated as a new hire for the purposes of wage placement.

1. Effective July 1, 2014, schools K-6 will be staffed with a School Secretary and schools that contain any grade higher than sixth will be staffed with a Senior School Secretary or a Senior School Secretary Bilingual. School Secretaries or School Secretaries Bilingual in buildings that currently contain any grade higher than sixth will be upgraded if they are on a Civil Service list and reachable. If they are not on a Civil Service list and reachable, the position will be upgraded to a Senior School Secretary/Senior School Secretary Bilingual once the position becomes vacant.
2. Bilingual positions shall be established in accordance with guidelines as set forth by a joint District and BENTE committee based upon the English Language Learner population of the school.
3. The District and BENTE shall form a committee to consider and review a process to determine appropriate minimum bilingual language skills for a bilingual position.

## Section 6. Premium Pay

### A. Call Back

Any employee called back to duty in addition to or outside of his/her regular schedule shift shall be paid for a minimum of two (2) hours at his/her straight time hourly rate. Under no circumstances shall an employee be sent home during his/her regular shift for the purpose of recalling such employee to work on another work shift which either begins at the end of the employee's regular work shift or any time thereafter.

B. Night Differential

Unless the shift ends at 5:00 p.m., when any of the assigned working hours of employees covered by this Agreement are between 4:30 p.m. and 6:00 a.m. the next day, ten percent (10%) shall be added to their regular salary for those hours worked during that period.

C. Prohibiting of Compensatory Time Off

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

D. Overtime Pay

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

E. Distribution of Overtime

- 1) Every effort will be made to distribute overtime work on an equitable basis within the same job classification, department or school, and provided the employee can do the work to be performed.
- 2) Overtime work shall be considered voluntary, except in an emergency situation.

F. Payment of Overtime

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

G. Computing Overtime

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

H. Inclement Weather

- 1) Employees that work any of their regularly scheduled hours when schools are closed due to inclement weather will receive a full day's pay at straight time in addition to hourly compensation at straight time for hours worked during their regularly scheduled work shift.
- 2) When schools are closed for inclement weather, employees will be paid at one and one-half (1 ½) times their regular hourly rate of pay for all hours worked on that day outside of their regularly scheduled seven (7) or eight (8) hour shift (whichever is appropriate).



- 3) a) If the Superintendent of Schools announces that schools are closed but all staff are to report to work, all staff are required to work to be paid for the day. If an employee is unable or unwilling to report to work, he/she may use a personal or vacation day to be paid. Deviation from the specified conditions of this paragraph is necessary because of extreme hardship or unforeseen circumstances shall be made only upon the approval of the Chief of HCI.
- b) If a countywide “State of Emergency” is declared which prohibits travel and a unit member has already reported to work, the unit member will be immediately released provided that no students are under the unit member’s care. If a countywide “State of Emergency” is declared which prohibits travel before a unit member reports to work, the unit member will not be required to report to work.

I. Stand-by Pay

Stand-By Pay provisions shall only apply to days in which employees are specifically instructed by their supervisors to be on stand-by for a specific period of time.

1. Any employee instructed to stand-by (be available by telephone) one or more times during any twenty-four (24) hour period in which he/she is scheduled to work shall be paid for two (2) hours at his/her regular straight time for such period.
2. Any employee instructed to stand-by one or more times during

any twenty-four (24) hour period in which he/she is not scheduled to work shall be paid for four (4) hours at his/her regular straight time rate for such period.

3. In the event that an employee on stand-by is ordered to work and reports to work, he/she shall be paid for one-half (1/2) of the stand-by pay to which he/she is otherwise entitled. Employees covered by this provision shall be paid at the time and one-half (1 ½) rate only for the number of hours actually worked and shall not be entitled to call-back pay in Section 6A above.

4. Stand-by pay will be limited to those employees who, in the opinion of the District, need to be available for emergency situations.

5. In the event that an employee on stand-by cannot be contacted or is ordered to work and does not report to work, he/she shall not be paid any stand-by pay and may be subject to disciplinary action.

#### Section 7. Transportation Allowance

- A. Monthly Personal Automobile Allowance  
Transportation allowance for employees authorized to use their personal cars for District business within the city shall receive a monthly allowance based upon a schedule of allowance prepared by the Accounting Department and approved by the Superintendent of Schools and shall be included in the regular salary check each pay period.
- B. Out-of-City Travel  
Effective July 1, 1990, the allowance for approved travel outside of the city shall be computed on the basis of the

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

C. Intra-District Travel

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

Section 8. Wage Schedule Adjustment

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

**ARTICLE XI**

WORK PERFORMANCE NOTATIONS

A. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had the opportunity to review the material. This clause shall not apply to:

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

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

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

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

## **ARTICLE XII** **DISCIPLINE**

### **Section 1. Exercise of Rights**

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

- 1) Oral reprimand
- 2) Written reprimand
- 3) Suspension (with or without pay)
- 4) Demotion
- 5) Discharge

B. Disciplinary action may be imposed upon an employee only for just cause and such employee may seek redress of such action solely through the grievance procedure including the arbitration step if necessary. During the probationary period, a probationary employee may grieve disciplinary action except for termination through the grievance procedure up to and including Level 2 of that procedure if necessary.

Employees who are on probation as a result of accepting a promotion or transfer to a new job title within the bargaining unit shall retain all rights of return to their former job title pursuant to Civil Service Law and Regulations. Employees who fail to complete their probationary period upon accepting a promotional appointment in a competitive position have rights to return to their previously held non-competitive position, provided a vacancy exists and provided that they have not been terminated for just cause. If no vacancy exists, then the employee shall have rights to be recalled to the next available vacancy in his/her non-competitive title for a maximum period of one year.

C. Upon the exercise of any disciplinary action or measure, such employee will be informed that he/she has the right to Union representation.

D. A suspension of an employee without pay may not extend beyond fifteen (15) working days without a hearing except for acts of fraud or misconduct regardless as to whether a hearing on the disciplinary matter has been held. Such hearing between the Union and the District's Department of HCI shall be scheduled within the fifteen (15) working days except as provided for above. The grievant must be present at this hearing. HCI will share certain information pertaining to the investigation during the initial meeting and prior to imposing any disciplinary action upon the employee. If the employee fails to appear for the meeting, he/she will have until the next business day or a mutually acceptable date to submit any evidence to support their position.

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

F. Should the need arise to send an employee home for any reason that could lead to discipline, the Union shall be notified of the decision and the basis of the decision as soon as practicable (ex. by the end of the business day). The employee shall continue to be paid until an investigatory meeting can be scheduled and held with union representation to determine if discipline is warranted.

## Section 2. Disputes as to Discipline

A. The employer shall not discipline any employee within the bargaining unit without just cause. If the employer feels there is possible cause for discipline, the Union office will be contacted and informed of the nature of the issue. If the nature of the issue involves allegations of criminal acts and/or fraud, the Union will make a reasonable attempt to schedule the disciplinary meeting within forty-eight (48) hours. HCI will share certain information pertaining to the investigation during the initial meeting and prior to imposing any disciplinary action upon the employee. If the employee fails to appear for the meeting, he/she will have until the next business day or a mutually acceptable date to submit any evidence to support their position.

B. A meeting with the employee, the supervisor and the Union will take place to investigate the issue. The employee and the Union may be informed of the action being taken at the conclusion of the meeting. If disciplinary action is not imposed at the meeting, the employee and the Union will be notified of the outcome at a subsequent meeting.

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

### Section 3. Representation

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

### Section 4. Limitations

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

### Section 5. Counseling

Nothing in this Article prevents a supervisor from issuing corrective action less than discipline, such as a counseling memo, if the circumstances warrant and the supervisor deems non-disciplinary corrective action to be appropriate. Nothing in this paragraph requires a supervisor to issue a counseling memo prior to imposing discipline.

## **ARTICLE XIII** **SENIORITY**

### Section 1. Definition

Seniority means an employee's length of continuous service with the City School District since his/her last date of permanent hire. For Non-Competitive and Labor positions, no seniority credit shall be accrued from employment outside of the

BENTE bargaining unit.

Members who are promoted to positions outside of the bargaining unit and return to their former BENTE position shall be placed in the same position with regards to base wages that they would have been had they not left the unit, but shall retain seniority from the date they originally began their career in BENTE for the purposes of benefit accruals.

For the purpose of bidding on bus routes and extra work in the Department of Transportation, seniority shall be defined as the length of continuous service as a Bus Driver in the District's Department of Transportation.

For Non-Competitive and Labor positions, in the event that two or more employees were hired into the bargaining unit on the same date, the names shall be randomly drawn by a representative from Human Capital Initiatives (HCI) in the presence of a union representative. The affected employee(s) shall be invited to the meeting in which the draw takes place, but such meeting will not be delayed due to the absence of the employee(s). A new drawing will be held each time there is a reduction in force.

## Section 2. Probationary Period

A. All new employees hired shall be considered as probationary employees for a period of not less than eight (8) weeks nor more than six (6) months. This probationary period may be extended for up to an additional six (6) months upon written agreement between the District and the Union. There shall be no seniority among probationary or temporary employees.

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



### Section 3. Breaks in Continuous Service

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

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

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

## **ARTICLE XIV** **WORK FORCE CHANGES**

### Section 1. Vacancies in Competitive Classifications

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

- That candidates on an established promotional list shall be given preference before any other considerations are made.

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

Any employee selected in accordance with the procedures set forth above shall undergo a probationary period of not less than eight (8) weeks nor more than six (6) months.

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

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

B. Whenever a vacancy occurs in an existing classification, if there is an opening which represents a promotional appointment in an existing classification in other than a temporary situation, or in either case, as the result of the establishment of a new job classification, a notice of such opening shall be advertised in the Administrative Bulletin and shall be posted on all bulletin boards, stating the job classification, the nature of the job requirements in order to qualify, and the pay bracket. Such posting shall be for a period of not less than seven (7) working days from the date of the initial notice in the

Administrative Bulletin. Any employee wishing to be considered for said opening shall notify the City School District Department of HCI, in writing, of his/her interest in the vacancy within seven (7) working days from the date of the initial notice in the Administrative Bulletin.

C. Job vacancies in the non-competitive and labor class positions shall be filled from among those employees who apply for the position and meet the minimum qualifications stated in the Civil Service job description. The candidate will be selected as follows:

1. Non-qualified candidates will be removed from the candidate pool and the Union shall be informed as to the basis for the candidate(s) being disqualified.
2. The remaining candidates will be ranked in seniority order.
3. Interviews of candidates will be conducted by an interview committee.
4. After completion of interviews, the Department Manager will select the candidate best suited for the position considering the recommendations put forth by the interview committee. The decision cannot be arbitrary, capricious or discriminatory.
5. If the most senior employee is not selected, the Department Manager must state the basis for the lack of selection.
6. The District will make every effort to fill the vacancy within ninety (90) days.

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

E. Any employee selected in accordance with the procedures set forth above shall undergo a probationary period of not less than eight (8) weeks or more than six (6) months. If it is found that such employee does not meet the requirements or responsibilities of the position to which he/she has been selected during the probationary period, then such employee shall be restored to his/her former position if vacant. If the employee's former position is not vacant, the applicable provisions of Article XIII shall apply.

F. Summer Positions

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

G. Food Services Summer Employment

Sign-up sheets for summer employment will be posted on the bulletin board in the kitchen at each location no later than May 1. Any employee interested in summer employment must place his/her name on the sign-up sheet no later than June 1, at which time the sheet will be sent by the manager/cashier to the office of School Food Services.

The Cook Manager at the office of School Food Services shall be responsible for all summer school staffing in agreement with the

Director of Food Services responsible for field services.

In order to be eligible for summer school assignments, a Food Services employee may not have any formal discipline in his/her file from the current school year. Candidates who applied and are deemed ineligible for summer school positions will be notified in writing, with a copy sent to BENTE. Any disputes will be discussed at the regular Food Services Labor Relations meetings.

The manager (cafeteria manager, cook manager, or cashier) at the kitchen where the summer school program is located will be guaranteed employment. If the manager at the location declines, then the position will be offered by seniority in the District within the title of the manager at the location. If more staff is needed, assignments will be made in order of seniority, regardless of title (cook, assistant cook, porter, food service helper) from the employees at the summer program location. If staff at the location declines, and/or additional staff is needed, then assignments will be made based upon seniority within the District, regardless of title. Assignments with the greatest number of hours shall be offered in order of seniority. It is understood that if enrollment declines at a summer school location, staffing and hours may need to be reduced.

Food Service workers who are not selected for summer employment shall be placed on a rotating substitute list and called for work as it arises. It is incumbent upon the employee to provide a current working number and to be available when called. If the employee is unavailable, then the District will call the next employee on the list.

Stock Handlers

Effective July 1, 2017, all Stock Handlers at the Central Kitchen will become 12-month employees and may be required to perform additional duties as the operation dictates.

#### Mandatory Training

The office of School Food Services shall send a return-to-work letter to all food service employees no later than June 1. All Food service workers shall be required to attend a mandated in-service training at the beginning of each school year in order to maintain USDA/NYSED mandated professional development credit. Employees who are unable to attend due to extenuating circumstances must obtain a waiver from the Director of School Food Services.

#### Early Dismissal

When early dismissal days are conducted, Food Service employees will be employed for a regular work day, but may request a half of a personal day or a half day off without pay.

#### Porters Operating Equipment

Porters in charge of operating equipment at the District's Central Kitchen shall be entitled to a \$1.00/hr stipend.

#### Truck Drivers

The District shall maintain a minimum of two (2) Class 5 Truck Drivers assigned to a 12-month schedule. 12-month Truck Drivers agree that they will take vacation time during school breaks (unless otherwise approved by their supervisor), and also to perform related functions such as moving equipment and assisting in the stock area as needed.

### Section 3. Transfers and Promotions

- A. Employees desiring to transfer to other jobs shall submit an application in writing to the HCI Department. The application shall state the reason for the requested transfer. A copy of the request shall be sent to the Union by the employee.
- B.
- 1) Transfers shall be deemed as any lateral or downward move and promotions as any changes resulting in an increase in compensation and job responsibilities. Lateral transfers shall only apply for jobs in the same Civil Service family, not the Bracket/Step that the jobs occupy.
  - 2) Employees requesting transfers for reasons other than the elimination of jobs shall, providing they (1) meet the qualifications for the position and (2) possess the necessary abilities to perform the job (as documented by relevant work history and evaluations in the City School District), be transferred to equal or lower paying job titles on the basis of seniority.
- C.
- 1) Effective dates of transfer will be monthly on the first Monday of the new pay period except for the months of September and June unless the transferring department and the receiving department agree to another mutually accepted date.

- 2) Upon transfer, an employee will not be eligible for another transfer for one (1) year from the effective date of their most recent transfer. Any deviations from this subsection will be referred to a joint Labor Management Committee for resolution.
- D.
- 1) Promoted employees will be moved to the higher classification not later than two (2) weeks from the date of the selection.
  - 2) Positions that are occupied when upgraded shall not be considered vacancies and therefore do not need to be posted.

#### Section 4. Shift Preference

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

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

#### Section 5. Out-of-Title Work

- A. Out-of-title work is defined as work that may periodically develop in any job title because of illness, vacation or leave of absence



and for which a determination is made by the City School District that the vacancy created by the temporary absence must be filled.

B. Such job openings may be filled by employer assignment or reassignment. The assignment shall be made based upon seniority and in the school, work location and/or department, provided the employee meets the qualifications for the position.

C. Employees who are assigned or reassigned to work out-of-title shall receive for the duration of such out-of-title work, the rate of pay they would receive if regularly appointed to that title, provided, however, that out-of-title pay shall only be extended where such work is for a period of time of more than five (5) working days. Out-of-title assignments shall not be made so as to avoid compensation for out-of-title assignments.

#### Section 6. Supplanting the Work Force/Subcontracting

If the City School District intends to maintain a service currently provided by bargaining unit members and plans to subcontract that service so as to cause a layoff of bargaining unit employees who provided that service, the City School District shall bargain the impact of that decision.

### **ARTICLE XV** **LAYOFF AND RECALL**

#### Section 1. Notification of Layoff

A. In the event the employer plans a general layoff for any reason, the City School District shall meet with the Union to review

such anticipated layoff twenty-one (21) calendar days prior to the date action is to be taken pursuant to “B” below.

B. Employees shall be provided with at least thirty (30) calendar days notice of layoff. The District shall simultaneously forward a list of all such employees to the local Union President. Employees shall be paid for the days that they would have been scheduled to work during the notice period.

C. All members affected by a general layoff, whether due to loss of employment or by virtue of displacement, shall be afforded union representation during any meetings conducted by the District to explain procedures, circumstances, bumping rights, and/or selection from vacancies by seniority, except if union representation is unavailable or is being utilized to delay notice.

## Section 2. Displacement Procedure

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

B. A permanent incumbent in a position in a specific title to which there is a direct line of promotion who is displaced, shall displace, in the order of appointment on a permanent basis in the classified service, incumbents serving in positions in the same layoff unit in the next lower occupied title in direct line of promotion who shall be displaced in the order prescribed in subdivision “A” of this Section, provided, however, that no incumbent shall displace any other

incumbent having greater retention standing. If a permanent incumbent of a position is displaced from a position in a title for which there are no lower level occupied positions in direct line or promotion, he/she shall displace the incumbent with the least retention right who is serving in a position in the title in which the displacing incumbent last served on a permanent basis prior to service in the position in the title from which he/she is displaced if:

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

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

### Section 3. Eligibility Lists for Reinstatement

A. Employees who are laid off will be placed on a preferred eligible list of candidates to be considered for openings as they arise,

and for which they qualify. Placement on the eligible list shall be in inverse order of layoff.

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

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

D. No new employees shall be hired into a job classification if there exists employees who have been laid off and are on the preferred eligible list for openings in that job classification. The Preferred Eligibility List for employees who are not in the competitive class shall expire at the end of three (3) years; preferred lists for employees in the competitive class shall expire at the end of four (4) years or as required by law.

Displacements shall be conducted in order of seniority within the facility for all building related staff (custodial, food services). If there is more than one school/program located within the facility, then the displacements for non-building related staff shall be in order of seniority within the school/program. A more senior employee may volunteer for displacement if there is a cut in their

particular location.

If there is not more than one school/program located within the facility and the school closes, the building continues to be utilized, and there are no existing programs/schools moving into the facility, then building and non-building staff shall be displaced in order of seniority within the facility.

Displaced members shall have the ability to select from available vacancies in order of seniority for the subsequent school year during a placement day scheduled by the District and BENTE. Employees in buildings where a displacement is not occurring may request to be transferred for the subsequent school year. Any employee who is approved for transfer, shall select last on placement day, if there is an available position.

Deviations from this subsection shall be referred to the Chief of Human Capital Initiatives and the President of BENTE for resolution.

## **ARTICLE XVI**

### **VACATIONS AND HOLIDAYS**

#### **Section 1. Vacation Allowance**

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

- From zero (0) through the completion of five (5) years of continuous service, ten (10) days of vacation.
- On July 1 of the fiscal year during which an employee's fifth (5<sup>th</sup>) year of continuous service occurs through the completion of ten (10) years of continuous service, fifteen (15) days of vacation.
- On July 1 of the fiscal year during which an employee's tenth (10<sup>th</sup>) year of continuous service occurs through the completion of fifteen (15) years of continuous service, twenty (20) days of vacation.
- On July 1 of the fiscal year during which an employee's fifteenth (15<sup>th</sup>) year of continuous service occurs through the completion of twenty-five (25) years of continuous service, twenty-five (25) days of vacation
- On July 1 of the fiscal year during which an employee's twenty-fifth (25<sup>th</sup>) year of continuous service occurs, thirty (30) days of vacation.

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

C. Any employee who separates from the District for any reason prior to the end of the school year (i.e., June 30) shall have that school year's vacation accrual reduced on a prorated basis of one twenty-sixth (1/26) of that school year's vacation allowance for each two (2) week period or major portion thereof remaining in the school year (i.e., ending June 30).

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

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

E. Vacation leave may be taken in hourly increments for those employees for whom substitutes are not required and for those circumstances in which the Principal or Supervisor believes a substitute will not be required for the specific absence. For situations in which substitutes are needed, leave may only be taken in half or full day increments.

## Section 2. Vacations – Time Taken

A. Time of vacations (including vacations of one [1] day segments) and variations from the various schedules shall be subject to the approval of the Principal or immediate Supervisor. Additional approval may be required by the Division or Department Head, if a substitute is needed. Vacation requests shall not be unreasonably denied.

B. In general, all vacations shall be taken at a time as best serves the school system (when school is not in session) and as soon after July 1 and before August 31 as the work of the department permits. Where such request for vacation is at a time other than when school is not in session, and if the nature of the work makes it necessary to limit the number of employees who request vacations at that time, then the employee with the greater seniority shall be given his/her choice of vacation periods in the event of any conflict over vacation periods.

C. Vacation Cash Out and Carry Over

1. An employee may elect to work in lieu of taking vacation and cash out unused vacation days. The maximum allowable cash out shall be ten (10) days. Every effort shall be made by the employee to request vacation payout no later than the last day of the 2nd pay period in June.

\*Any employee who has cashed in more than 25 days in the 2014-2015 school year, prior to ratification of this Agreement, shall not be required to pay the excess days back to the District.

2. Employees who are current members of BENTE prior to the signing of the 2014-2017 Agreement shall be allowed to carry over a maximum of sixty (60) days of vacation to be paid upon



separation from the District.

3. Employees who become members of BENTE on or after the signing date of the 2014-2017 Agreement shall be allowed to carry over a maximum of forty (40) days of vacation to be paid upon separation from the District.

4. If an employee requests vacation leave, and that leave is denied causing the employee to have more vacation days left at the end of a school year than he/she may cash out and carry over, then the employee may cash out up to the requested number of vacation days in excess of the limits in paragraph 1, above.

D. An employee must use all of their earned vacation day accruals in order to be eligible for Extended Illness Leave at one-half (1/2) pay under Article XIX, Section 3 of this Agreement. Vacation time will not accrue during extended illness leaves.

E. All 12-month employees with immediate prior consecutive service as a 10-month employee (working at least twenty (20) hours per week) shall be entitled to earn vacation based on their previous 10-month service as an employee with the District.

### Section 3. Conditions Governing Vacations

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

- 1) Death in immediate family<sup>2</sup>.
- 2) Personal Illness. It is understood that when a charge to personal illness is made after a vacation period has begun, such claim must be accompanied by a statement from a duly licensed physician or Christian Science Practitioner.

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

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

D. Time off for religious observation may be allowed in lieu of vacation or at loss of pay and may not exceed three (3) days per year (July 1 through June 30) provided arrangements for the absences are made at least three (3) days before the time taken.

E. Employees whose length of service has been broken by a District initiated layoff, but who have been back three (3) or more continuous years after their most recent date of re-employment as a result of being recalled from a District preferred eligible list, shall be given full credit

---

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

for actual years of service when computing vacation allowance. This benefit is not available to any employee who has been laid off for a period of greater than four (4) years. (This subsection shall be applied in conjunction with the terms of Article XIII, Section 4.B.)

F. Those leaving the employ of the City School District of Rochester after July 1 of any year for reasons of retirement, layoff, or causes beyond their control, and having given a written two (2) week notice to the HCI Department, shall have their total pay adjusted to include a vacation allowance computed on the basis of one twenty-sixth (1/26<sup>th</sup>) of their total annual vacation allowance for each full pay period worked or major portion thereof. In case of death, such payment shall be made to his/her estate or beneficiary. Paid legal holidays occurring in accrued vacation time after the last day of work shall not be included.

#### Section 4. Paid Holidays

The following holidays and recess days are recognized paid holidays:

- Independence Day
- Labor Day
- Indigenous Peoples' Day/Columbus Day
- Veterans Day
- Remove Gap
- Thanksgiving Day
- Day after Thanksgiving (Recess Day)
- Day before Christmas (Recess Day)
- Christmas Day
- New Year's Day
- Martin Luther King Day

Presidents' Day (Lincoln/Washington)  
Good Friday  
Memorial Day  
Juneteenth

When a holiday falls on a Saturday and/or Sunday, the District shall have the discretion to declare the day(s) surrounding the weekend as the paid holiday(s).

For the 2021-2022 school year only, all bargaining unit employees shall be paid for the Day Before Thanksgiving and receive one (1) additional personal day.

In the event the District declares the day before Thanksgiving or the day before Memorial Day as a recess day, members may use a personal day on either of those recess days and still receive holiday pay for the holiday.

#### Section 5. Paid Local Recess Days

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

#### Section 6. Absences Before and After Holidays and Recess Days

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

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

- 1) Personal Illness (where the employee has submitted a Certificate of Personal Illness signed by a licensed physician or Christian Science Practitioner).
- 2) Paid vacation.
- 3) Paid leaves of absence as enumerated in the Agreement.
- 4) Approved absence, whether paid or unpaid, as determined by the Department Head.

#### Section 7. Holiday Pay

- A. All holiday pay shall be at the straight hourly rate, however, if an employee works on any of the holidays listed above, he/she shall be paid in addition to the holiday pay, time and one-half (1½) for all hours worked.
- B. Employees who do not work a five (5) day work week and are not regularly scheduled to work on a holiday as described in Section 4, are not eligible for holiday pay.
- C. Security Patrol Officers shall receive holiday pay at the straight hourly rate for all holidays listed under Article XVI, Section 4 of this agreement, regardless if they are scheduled to work. If the Security

Patrol Officer works on any of the holidays listed under Article XVI, Section 4 of this agreement, then he/she shall be paid in addition to holiday pay, time and one-half (1 ½) for all hours worked.

**ARTICLE XVII**  
**PAID LEAVES OF ABSENCE**

A. There shall be no deduction of wages for the periods specified herein, if such action be recommended by the principal of the school or the head of the department, upon written request for absence to the principal or head of the department. Such recommendation shall not be unreasonably denied.

- 1) Absences due to death in the immediate family<sup>3</sup> maximum of five (5) consecutive working days per incident including either the day of the death or the day of the funeral.
- 2) Death of blood relatives (aunts, uncles, nieces, nephews, cousins) not to exceed one (1) day as required. If more than twice per school year, then the member shall submit proof.
- 3) Birth for father and mother...three (3) days

---

<sup>3</sup> Immediate family: spouse, domestic partner, parent, sister, brother, child, grandparent, or grandchild, by blood, marriage or legal adoption--excluding aunts, uncles, nieces and nephews who were blood relatives, unless they were living in the same house.

- 4) Jury Duty....as required and approved. All compensation received for services performed as a juror while on required and/or approved jury duty shall be refunded to the City School District by check made out to the City School District and forwarded to the HCI Department. Said refund need not include authorized transportation and/or parking fees for which funds are or are not provided.
- 5) Legal adoption for parent of children.....two (2) days.
- 6) Military Duty – Personnel in reserve military units will be paid as required by law. Copy of the military order must accompany the Request for Absence Form.
- 7) Quarantine ... by Monroe County Department of Health action, as needed.
- 8) Subpoena ... if not interested party, as required and approved.
- 9) Moving Day ... one (1) day per school year, provided three (3) days advance notice is given.
- 10) Absence not to exceed two (2) days per school year if necessitated by educational examinations conducted by New York State, Board of Education, or by an institution of collegiate grade, or for the attendance thereafter as a recipient of a degree or a diploma.

- 11) Absence of one (1) day (including travel time) to attend the presentation of an earned degree or diploma by an employee's spouse, domestic partner or child from a college or other post-secondary school, accredited institution, or high school graduation over one hundred (100) miles away or conflicting with the employee's scheduled work hours.

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

B. Personal Leave

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



application shall state “Personal Leave” as the reason for taking such leave.

- 4) Personal leave shall only ~~not~~ be granted under the following conditions:
- a. Occupational Therapists, Physical Therapists, and Certified Occupational Therapists can take a personal leave day on the day before or after a paid holiday or local recess day. For all other bargaining unit members, personal leave days requested on the last scheduled workday before or after a paid holiday or local recess day may be denied due to staffing or operational needs solely at the discretion of the supervisor.
  - b. The first two (2) weeks or last two (2) weeks school is in session except for religious holidays or in matters of an emergency nature as approved by the Superintendent of Schools.
  - c. Time taken for personal business not included in or in excess of the amount allowed may not be made up, either prior to or subsequent to the absence, and shall result in salary loss.

- d. It is understood that any employee covered by this Agreement who in willful misrepresentation violates this personal leave policy shall be subject to disciplinary action.
- e. Personal leave days not taken will be carried over as accumulated sick leave. With the exception of summer recess, ten (10) month employees may elect to be paid for such personal days in lieu of taking time off or during recess periods, when school is not in session. Such accumulations shall be in addition to the maximum sick leave allowed in Article XIX, Section 1, of this Agreement.
- f. Any ten (10) month bargaining unit member who works at least twenty (20) days during the summer recess period shall accrue an additional personal leave day. The additional personal leave day cannot be used during July and August.

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

- 1) Absences due to death of blood relatives (aunts, uncles, nieces, nephews, cousins).

- 2) Absence due to graduation.
- 3) Absence due to illness in immediate family<sup>4</sup>

D. Personal leave may be taken in hourly increments for those employees for whom substitutes are not required and for those circumstances in which the Principal or Supervisor believes a substitute will not be required for the specific absence. For situations in which substitutes are needed, leave may only be taken in half or full day increments.

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

F. 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.

---

<sup>4</sup> Immediate family: spouse, domestic partner, parent, sister, brother, child, grandparent, or grandchild, by blood, marriage or legal adoption—excluding aunts, uncles, nieces and nephews who were blood relatives, unless they were living in the same house.

**ARTICLE XVIII**  
**UNPAID LEAVES OF ABSENCE**

**Section 1. Parental Leave of Absence Without Pay**

- A. When an employee has been on illness allowance due to pregnancy related disability, the employee must return to work after delivery of the child on the date recommended by the physician, providing a written statement is submitted to the City School District certifying that the employee is fully employable and ready to resume full duties, or request a parental leave of absence. The employee may be required to submit to an examination by a physician representing the City School District before resuming her duties.
- B. An employee covered by this Agreement will be eligible for a parental leave of absence without pay for up to twelve (12) months upon the completion of at least one hundred eighty (180) days of employment with the Board of Education.
- C. The request for leave shall be made in writing to the HCI Department no less than thirty (30) calendar days prior to the commencement of the requested leave.
- D. An employee shall return from leave to service within twelve (12) months. The employee must notify the HCI Department in writing at least one (1) month prior to the end of the leave of his/her intention to return to service or resign.

Upon return, the employee will be offered reinstatement to his/her former position if the position has not been abolished or to a

vacancy in a similar position at the same rate of pay. If an employee chooses another assignment, the employee will accept the position at the applicable rate of pay.

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

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

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

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

## Section 2. Education Leave

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

provided, such written request has been approved by the appropriate principal or department head and the Superintendent of Schools.

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

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

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

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

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

distributed as fairly as possible among all applicants.

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

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

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

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

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

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

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

K. An employee on an approved leave of absence shall not accrue seniority for the purpose of benefit accruals for the time period during which the employee is on leave. Every effort will be made to accommodate the schedule of an employee interested in obtaining a teaching or administrative degree, especially with regard to fulfilling their student teaching obligation.

### Section 3. Extended Illness or Injury Leave Without Pay

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

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

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

C. Employees shall be eligible for a leave of absence due to illness or injury without pay upon completion of five (5) consecutive years of



employment with the City School District. Said leave shall not exceed 365 consecutive calendar days.

D. Exceptions to “A”, “B”, and “C” above shall be upon the recommendation of the Chief of HCI with the approval of the Superintendent of Schools.

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

- 1) Holiday pay and local recess days pay shall not be granted during any leave of absence without pay.
- 2) Not more than one (1) leave of absence without pay shall be granted to any employee for the same illness or injury if the disorder is chronic or recurring.

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

G. When an employee returns from an authorized illness or injury leave, and when determined physically able to return to work by

his/her own physician and/or a physician representing the City School District, he/she shall be reinstated to his/her former job classification.

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

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

J. Health, hospitalization major medical premiums and life insurance payments will not be paid by the City School District after ninety (90) consecutive days of leave of absence without pay for illness or injury. Upon notice of an employee is taking a leave of absence, the District shall notify the employee of (1) the expected date he or she will exhaust all accrued vacation, personal, and illness leave, which shall be the date upon which any contractual employee notice is required to receive benefits after paid leave is exhausted (2) of any contractual paid leaves that he/she may be entitled when paid leave is exhausted, and (3) the need to enroll in life insurance after an unpaid leave.

#### Section 4. Other Unpaid Leaves of Absence

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

### Section 5. Benefits While On Unpaid Leave Status

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

### Section 6. Absence Requests

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

## **ARTICLE XIX** **ILLNESS ALLOWANCE**

### Section 1. Entitlement

Effective October 8, 1990, all employees in the bargaining unit shall receive and accrue illness allowance at the rate of one (1) day per month commencing after one (1) calendar month of full-time employment and monthly thereafter (on the anniversary date of each month).

For the purpose of computing accruals, employees who work less than twelve (12) month assignments will accrue illness days only during the months of their employment. Any employee who uses advanced illness allowance and separates from the District for any reason prior to having earned the illness allowance on a prorated monthly basis shall have deducted from his or her final salary check the amount equal to the number of days taken but not earned.

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

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

Employees whose length of service has been broken by a District-initiated layoff, but who have been back three (3) or more continuous years after their most recent date of re-employment as a result of being recalled from a District preferred-eligible list, shall have all unused accrued sick leave allowances available at the time of their layoff restored to their available illness allowance for current use. (This subsection shall be applied in conjunction with the terms of Article XIX, Section 2.) Waiver of the three (3) or more years continuous service requirement covered by this paragraph and deemed necessary because of extreme hardship or unforeseen circumstances shall be made only upon the recommendation, approval and sole discretion of the Chief of HCI and the final approval of the Superintendent.

In the event of the death of an actively employed unit member, unused illness leave will be paid out at the rate of \$100.00 per day, with the maximum not to exceed \$10,000. The payment will be made to the beneficiary of the employee.

## Section 2. Procedure for Granting of Illness Allowance

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

B. A Certificate of Personal Illness (CPI) must be completed and filed in all absences for illness longer than three (3) consecutive working days. In all instances, the employee shall forward the signed Certificate of Personal Illness to the HCI Department not later than five (5) working days from the date the employee returns to work. Failure of any employee to comply with the above procedure will result in a full deduction for all days absent and shall forfeit any right to retroactive pay for all days absent regardless of whether or not a signed Certificate of Personal Illness is presented subsequent to the above five (5) days restriction. The Certificate of Personal Illness shall:

- 1) State the nature and extent of the illness, and
- 2) Part II of the Certificate of Personal Illness must be completed by a duly registered physician, licensed chiropractor, or a Christian Science Practitioner for each payroll period. Forms signed by a chiropractor cannot be accepted unless and until he/she is licensed by the State of New York.
- 3) Return to Service Following a Long Illness (twenty or more consecutive workdays): An employee who has been absent because of a long illness must submit a Certificate of Personal Illness (CPI) from his/her physician stating the date he/she is approved to return to full-time employment and resume usual duties. This certificate must be submitted prior to or on the effective date of return.
- 4) If an employee is able to return to work with restrictions, then the District will engage in the

interactive process and assess individuals on a case-by-case basis to determine if the individual can be reasonably accommodated.

C. Certificate of Personal Illness (CPI) – Special Circumstances:

- 1) State the nature and extent of the illness, and
- 2) Part II of the Certificate of Personal Illness must be completed by a duly registered physician, licensed chiropractor, or Christian Science Practitioner for each payroll period for all days taken regardless of the number under the following circumstances:
  - a. Before or after holidays and/or paid local recess days.
  - b. Before or after paid scheduled recesses (February, etc.)
  - c. First and last day school is in session.
  - d. At any time, if reasonable suspicion is established based upon repeated or excessive absenteeism, by the Superintendent of Schools or his/her designee.

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

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

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

F. Illness leave may be taken in hourly increments for those employees for whom substitutes are not required and for those circumstances in which the Principal or Supervisor believes a substitute will not be required for the specific absence. For situations in which substitutes are needed, leave may only be taken in half or full day increments.

### Section 3. Extended Sick Leave at One-Half (1/2) Pay

A. Extended Leave at One-Half (1/2) Pay shall be authorized after earned sick leave accruals, unused earned vacation days, and earned personal leave days have been exhausted, with the approval of the Chief of HCI. Such leave shall be granted only on the basis of an Attending Physician Statement, clearly stating the nature and expected length of the disability. Said Attending Physician Statement is to be filed with the Chief of HCI within seven (7) calendar days of the employee exhausting all full pay accruals. The Extended Sick Leave will be retroactive to the date of eligibility.

B. Eligibility. Extended Sick Leave at One-Half (1/2) Pay shall be granted to employees with a minimum of one (1) year of continuous service. This benefit can only be used once every twelve (12) months no matter how short the duration of One-Half (1/2) Pay is used.

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

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

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

D. Additional Allowance: If an employee utilizes any amount of Extended Sick Leave at One-Half (1/2) Pay, he/she will begin re-accumulating the allowance according to the schedule in Subdivision C as if he/she were a new employee. However, an employee will retain any unused Extended Sick Leave at One-Half (1/2) Pay allowance previously accumulated. Retained allowances and additional allowances provided in this subdivision shall not be cumulative and in no event shall the total allowance exceed the maximum allowance set forth in Subdivision C. An employee's eligibility for additional allowance will be calculated from the day he/she resumes working after having last used Extended Sick Leave at One-Half (1/2) Pay.



E. Employees shall receive the following fringe benefits while on Extended Sick Leave at One-Half (1/2) Pay: Pension, Blue Cross/Blue Shield, Medical and Hospital benefits, Dental benefits, and Life Insurance. There shall be no accrual of vacation, sick or personal leave while on Extended Sick Leave at One-Half (1/2) Pay.

F. An employee who is on Extended Sick Leave at One-Half (1/2) Pay shall not be eligible for Catastrophic Illness Leave, as described in Section 4 of this Article. Employees diagnosed with an illness or injury of a catastrophic nature while on Extended Sick Leave at One-Half (1/2) Pay, may also apply for Catastrophic Illness Leave retroactive to the date of the diagnosis.

#### Section 4. Catastrophic Illness

A. Upon complete exhaustion of earned 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. If the joint committee recommends and the Superintendent approves, a unit member may receive up to ninety-five (95) illness days. Vacation, illness and personal days will not accrue during extended leaves.

B. Upon exhaustion of such paid Catastrophic Illness Leave, the unit member may reapply for an additional paid illness leave of up to ninety-five (95) days. The granting of such additional leave is discretionary on the part of the Superintendent and is contingent upon

the unit member applying for a retirement (disability or regular service) at the time of their application for an additional ninety-five (95) paid illness days and resigning from employment with the City School District at the end of such leave. No seniority shall accrue during Catastrophic Illness Leave.

C. An employee on an approved Extended Sick Leave at One-Half (1/2) Pay as set forth in Section 3 of this Article shall be eligible for Catastrophic Illness Leave as provided for in paragraph B above only upon applying for a disability retirement or resignation.

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

#### Section 5. Hardship

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

#### Section 6. Attendance Incentive

Unit members who retire after completing fifteen (15) consecutive years of service in the BENTE unit immediately preceding retirement

are eligible to receive an attendance incentive if they have used no more than twenty (20) total sick days in five (5)-years out of the seven (7) years immediately preceding retirement, provided the member has used no more than two (2) illness days in the year preceding retirement. Unit members shall receive an incentive of \$10,000, which will be paid to the member or deposited into a tax-sheltered plan no later than three (3) pay periods after their retirement date.

## **ARTICLE XX**

### **WORKERS' COMPENSATION**

#### **Section 1. Coverage**

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

#### **Section 2. Method of Payment**

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

B. When full salary in lieu of the Compensation rate as prescribed by law, has been paid for the number of days representing accumulated illness allowance, the injured employee shall then be paid the Compensation rate for the balance of the disability until the physician has declared the injured ready to resume his/her usual work. This Compensation payment covers summer months and unpaid school vacation periods. Ten-month employees must provide proof of employment during the previous summer in which they worked in order to be paid Compensation for the summer months.

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

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

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

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

## **ARTICLE XXI** **INSURANCE BENEFITS**

### **Section 1. Health and Dental Benefits**

All regularly appointed employees assigned full time (to their position) shall be

entitled to the level of health and dental insurance coverage equal to or exceeding the 2010 levels of insurance provided by the District's Health and dental insurance coverage, including employee dependents as defined by the plans or required by law.

Unit members who are employed by the District on the last scheduled work day of the school year shall be eligible for continued health insurance benefits during July and August under the same terms as provided during the school-year, even if an employee resigns, retires, or is laid off by the District at the end of the school year. To be eligible for summer health insurance benefits during July and August upon resignation or retirement, a unit member must provide written notice to the Chief of Human Capital Initiatives no later than June 1. Unit members who resign in lieu of termination for just cause or who are eligible for comparable coverage from another employer shall not be eligible for continued insurance coverage by the District.

Employees will be immediately eligible for Dental Insurance upon hire. An employee may apply for coverage immediately upon hire by submitting to the Employee Benefits Office his/her Declaration of Intent to Enroll within 30 days and by conforming to the rules for admittance to the plan desired.

Addition of spouse or other eligible dependents must be made within thirty (30) days of date of marriage or date of qualifying event, through the Employee Benefits Office. Change in marital status or death of spouse or domestic partner must be reported to the Employee Benefits Office so that the insurance carriers may be notified and adjustments can be made to the plan if necessary.

Effective January 1, 1991, all new hires shall contribute fifteen percent (15%) of the health insurance premium costs for health and dental benefits.

Effective January 1, 1997, the District will provide and administer a pre-tax premium plan for all employees contributing towards Health and Dental Insurance

premiums.

Effective January 1, 1991, each married employee whose spouse or domestic partner is also employed by the District shall be entitled to benefits under only one family contract.

Effective January 1, 2010, the District shall make available plans equal to or exceeding the levels of benefits as provided by the "RCSD Enhanced Plan" and the "RCSD Economy Plan." All employees who were previously enrolled in any health insurance plans in 2009 were automatically enrolled in the "RCSD Enhanced Plan" at no cost to the employee, unless hired after January 1, 1991, in which case employees contribute 15% of the health insurance premium costs for the "RCSD Enhanced Plan." If an employee hired after January 1, 1991 elects to enroll in the "RCSD Economy Plan," the employee shall contribute 5% of the health insurance premium costs for the "RCSD Economy Plan."

When illness allowance of an insured employee is exhausted and earned vacation time has been exhausted and the employee is on an Extended Illness or Injury Leave, premiums shall be paid by the City School District at the discretion of the Chief of HCI for a period not to exceed ninety (90) days thereafter.

Full insurance premiums for the months of July and August will be paid by the City School District for all employees who have an assigned work schedule of at least one hundred eighty (180) days.

The employee who becomes eligible for Medicare, or whose spouse or domestic partner becomes Medicare-eligible, either due to reaching age 65 or due to disability, must notify the Employee Benefits Office in advance so that the health insurance may be converted under the provisions of Federal law. For post-65 retirees, the District will pay the full premium cost of the traditional indemnity plan. If the post-65 retiree selects an alternative plan, the District will contribute the

premium cost of the traditional indemnity plan towards the alternative plan, so the retiree will only need to pay the difference. Medicare is primary at the age of 65.

The employee shall be allowed, upon retirement<sup>55</sup>, to transfer health insurance into the retired employees' group by notifying the HCI Department of the retirement, and by requesting the transfer through the Employee Benefits Office. The City School District will pay the full premium costs for the "RCSD Enhanced Plan" provided the pre-65 retiree employee has been employed with the City School District for at least ten (10) consecutive years of continuous employment prior to the date of retirement. If the cost to the District for the RCSD Enhanced Plan exceeds the cost of the Traditional BC/BS Indemnity Plan for pre-65 retirees during the term of the Excellus contract, then the District and the Union agree to bargain the impact of the additional cost. All employees hired on or after July 1, 2007 shall continue to contribute the same percentage of insurance premium costs for the "RCSD Enhanced Plan" or the "RCSD Economy Plan" (depending on which plan the employee chooses) upon retirement as they did while employed.

The parties agree that BENTE will continue to be a full participant in any existing or future committees regarding health insurance, dental insurance, and any other benefit committees established by the District.

Should the need arise to send an employee home for any reason that could lead to discipline, the Union shall be notified of the decision and the basis of the decision as soon as practicable (ex. by the end of the business day). The employee shall continue to be paid until an investigatory meeting can be scheduled and held with union representation to determine if discipline is warranted.

---

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

Effective January 1, 2022, employees will no longer be eligible to participate in the Excellus Healthy Rewards Program. The District agrees to explore alternative incentives to promote preventative care and wellness.

### Section 2. Life Insurance

Effective October 1, 2001, all active employees covered by this Agreement who are entitled to receive health insurance coverage will be entitled to receive a fully paid life insurance policy in the amount of \$10,000.

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

### Section 3. Payroll Deduction Authorization

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

## **ARTICLE XXII** **RETIREMENT PLAN**<sup>6</sup>

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

Tier 1 - Non-Contributory Career Plan (Section 75-i<sup>7</sup>);

---

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

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



Guaranteed minimum death benefit (Section 60-b);  
Unused sick leave benefit (Section 41-j)

Tier II- Non-Contributory Career Plan (Section 75-g);  
Unused sick leave benefit (Section 41-j)

Tier III - Coordinated Escalator Retirement Plan  
(Article XIV); Unused sick leave benefit (Section 41-j)

Tier IV - Coordinated Retirement Plan (Article XV);  
Unused sick leave benefit (Section 41-j)

Tier V – Coordinated Retirement Plan (Article XV);  
Unused sick leave benefit (Section 41-j)

## **ARTICLE XXIII** **PROTECTION OF EMPLOYEES**

### **Section 1. Assistance in Assault Cases**

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

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

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

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

## Section 2. Counsel

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

B. Should an assault on a member occur and if it results in loss of time, the employee shall be paid in full for a period not to exceed six (6) months; this period may be renewed for one (1) additional period of up to six (6) months only upon certification by a District physician that the unit member continues to be disabled and cannot perform any duties for the District. Such paid absence shall not be deducted from any sick leave to which such employee is entitled under this Agreement.

C. An assault occurs when a student, a person in the student's immediate family (as defined in Article XVII), or a person acting on

the student's behalf, with the 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. The Office of Labor Relations is the sole determiner of what constitutes an assault. Denial of assault pay is not a grievable issue.

#### **ARTICLE XXIV** **JOINT COMMITTEES**

The District and the Union recognize the following joint committees:

- 1) **Safety Committee:** The District and the Union agree jointly to establish a safety committee consisting of an equal number of District and Union representatives whose purpose it will be to advise on all safety matters and to promote safety for workers and participate in making the safety program known to all workers.
  
- 2) **Labor/Management Committee:** It is the purpose of the City School District Labor/Management Committee to address in a just and fair manner, issues which are of concern to both labor and management, through joint cooperation and open discussion. The Committee will be an open forum, to increase mutual understanding, shared trust, and to improve the quality of work and the quality of working life in the City School District.
  
- 3) **Calendar Committee:** A unit member will be placed on the District's Calendar Committee.

- 4) **Bracket Committee:** A unit member shall participate on the Bracket Committee when addressing AFSCME positions.
- 5) **Job Classification Committee:** A unit member shall participate on the Job Classification Committee for the purpose of evaluating job classifications and recommending changes where required.

## **ARTICLE XXV**

### TUITION REIMBURSEMENT FOR COLLEGE COURSES

A. Tuition reimbursement will be granted to employees only for college course work, college degree programs or vocational schools taken outside of normal working hours.

B. Approval for reimbursement will be limited to locally accredited institutions.

C. The desired course work or degree program must be directly related to the employee's current position or to a promotional opportunity in the school district. All course work, including electives, taken to complete approved degree requirements, will be eligible for tuition reimbursement.

D. The reimbursement to the employee will be for tuition only, at the lowest rate for comparable course offering(s) at an area college or university. A passing grade in a course is required in order to be eligible for tuition reimbursement for that course.

E. Employees shall be required to work for the City School District for 24 months after the completion of any tuition-approved courses. Employees not fulfilling the 24-month employment obligation must reimburse the City School

District for any such courses completed within the last 24 months of employment. Such reimbursement may be deducted from the employee's pay checks.

F. Employees shall be exempt from the 24-month employment obligation if they must leave City School District employment because of circumstances beyond the employee's control.

## ARTICLE XXVI MISCELLANEOUS

### Section 1. Disabled Employees

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

### Section 2. Protection and Security for Employees

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

### Section 3. Personnel Practices

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

### Section 4. Contracting Services

The City School District reserves the right to contract for any service when such action is in the best interest of the District. However, the City School District will absorb any personnel with five (5) or more

years of service into comparable paid vacancies then existing if the letting of such contract should result in the elimination of a job for an employee or employees. Further, the City School District will attempt to have the contractor employ such personnel.

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

#### Section 5. Tool Allowance

The District shall provide each Vehicle Maintenance Mechanic with a \$800 tool allowance payable to the employee upon presentation of receipts during each school year.

#### Section 6. Uniforms

The District shall provide five (5) uniforms (without shoes) for food service workers required to wear such uniforms in the central kitchen and the secondary schools. The District shall provide winter jackets and raingear for Stock Handlers assigned to the Storehouse and for Food Service workers in the titles of Truck Driver, Class 5, Stock Handlers, Porters assigned to work as Truck Helpers, Maintenance Mechanics in the Grounds Department and Driver/Movers. The District shall provide uniforms (including rain gear) for Sentries. There shall be a Joint Committee to select uniforms. The District shall provide five (5) coveralls to City School District "movers".

The District and BENTE shall establish a committee to develop guidelines for uniform replacement.

Section 7. Safety Equipment

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

B. Employees who in the opinion of the District are required to wear safety shoes shall be provided with the option of selecting one pair of safety shoes from a District Vendor or being reimbursed up to \$125 per year towards the purchase of safety shoes. This allowance is payable to the employee upon presentation of appropriate receipts to the District during the period beginning July 1<sup>st</sup> and ending May 30<sup>th</sup> each school year.

C. Custodians and Assistant Custodians, Custodial Assistants and Locker Room Attendants shall be provided with the option of selecting one pair of safety shoes from a District vendor, or being reimbursed up to \$125 per year towards the purchase of one pair of safety shoes.

D. All School Sentries will be provided with an allowance of up to \$125 per year towards the purchase of one pair of safety shoes.

E. Effective July 1, 2023, all employees as listed in A, B,C, and D above will be provided with the option of selecting one pair of safety shoes from a District vendor or being reimbursed up to \$150 per year towards the purchase of one pair of safety shoes.

#### Section 8. Parking – Central Administrative Offices

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

#### Section 9. Coordinator of Occupational and Physical Therapy, Occupational Therapists, Physical Therapists, and Certified Occupational Therapy Assistant

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



- 3) Occupational Therapist, Physical Therapist, and Certified Occupational Therapy Assistant employees shall receive reimbursement up to \$600/year for conferences, seminars and/or American Physical Therapy Association (APTA) or American Occupational Therapy Association (AOTA) dues. Reimbursement is subject to the approval of the Coordinator of Occupational Therapy and Physical Therapy. Such reimbursement shall be prorated for those employees working less than 1.0 FTE schedule.
- 4) The Joint Advisory Committee shall continue to meet.
- 5) Occupational Therapists, Physical Therapists, and Certified Occupational Therapy Assistants shall be provided with adequate classroom work space.
- 6) Occupational Therapists, Physical Therapists, and Certified Occupational Therapy Assistants shall be entitled, by seniority and on a voluntary basis, to work eight (8) hours per day if needed to fill interim positions so as to avoid the hiring of contract substitutes.

#### Section 10. Direct Payroll Deposit

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

#### Section 11. Elementary School Secretaries

4. Effective July 1, 2008, all Elementary School Secretaries will be converted to 12-month status. Vacation accruals will be calculated based on the implementation date of July 1, 2007 or

July 1, 2008. If an employee previously held a 12-month position, the employee will receive credit towards the vacation accrual eligibility date, to be calculated by the Payroll Department.

5. Subject to the approval of the Principal, Elementary School Secretaries may take an additional two (2) weeks of unpaid vacation during the summer months and/or during scheduled school recesses. Holiday pay and accruals will not be affected by taking this unpaid time.

#### Section 12. Professional Development

Effective July 1, 2021, Eighty thousand dollars (\$80,000) out of the District-wide professional development funds shall be allocated in each year for unit members for in-service job training, workshops, and conferences that may relate to their employee functions.

Professional development monies not disbursed by BENTE in a given school year shall be retained by BENTE and “rolled over” into the following year for the same purpose. Professional development monies shall be paid in total to BENTE in July of the school year.

BENTE will provide to the District documentation of disbursements from this fund for the previous year no later than October 1 of each school year.

#### Section 13. Professional Attire

At such time as the Rochester City School District and the Rochester Teachers Association agree to language covering professional attire for

teachers, BENTE shall agree to accept substantially the same terms for BENTE employees.

#### Section 14. Licenses

A. Effective July 1, 2004, the District shall reimburse employees, who are required to have a Commercial Drivers License for the performance of their jobs, and who have at least three years of satisfactory employment with the District, for the additional cost of the CDL license over the cost of the standard driver's license.

B. Effective July 1, 2007, The District shall reimburse employees who are required to hold a Boiler License for the performance of their jobs and who have at least three (3) years of satisfactory employment with the District.

C. Effective July 1, 2007, The District shall reimburse employees who are required to hold a Security License for the performance of their jobs and who have at least three (3) years of satisfactory employment with the District.

#### Section 15. Maintenance Mechanics

Effective July 1, 2011, the District and the Union agree to implement the following training structure and promotional incentives in the interest of maintaining and recruiting a knowledgeable and experienced workforce:

Any current or future Maintenance Mechanic I (Foreman), Maintenance Mechanic I, Maintenance Mechanic II, Maintenance Helper, or Painter who has successfully completed or successfully

completes seventy-five (75) hours of classroom instruction as approved by a joint Labor/Management Committee shall receive a wage increase of 2% from the date that proof is provided to the District.

Any current or future Maintenance Mechanic I (Foreman), Maintenance Mechanic I, Maintenance Mechanic II, Maintenance Helper, or Painter who has successfully completed or successfully completes one hundred (100) additional hours of classroom instruction as approved by a joint Labor/Management Committee shall receive a wage increase of 3% from the date that proof is provided to the District.

Any current or future Maintenance Mechanic I (Foreman), Maintenance Mechanic I, Maintenance Mechanic II, Maintenance Helper, or Painter who has successfully completed or successfully completes one hundred twenty-five (125) additional hours of classroom instruction as approved by a joint Labor/Management Committee shall receive a wage increase of 3% from the date that proof is provided to the District.

Any current or future Maintenance Mechanic I (Foreman), Maintenance Mechanic I, Maintenance Mechanic II, Maintenance Helper, or Painter who has successfully completed or successfully completes one hundred fifty (150) additional hours of classroom instruction as approved by a joint labor/management maintenance committee shall receive a wage increase of 2% from the date that proof is provided to the District.

Any current or future Maintenance Mechanic I (Foreman), Maintenance Mechanic I, Maintenance Mechanic II, Maintenance Helper, or Painter who has successfully completed an apprenticeship

program and obtained journeyman status, or has earned a college degree, shall receive a 10% wage increase from the date that proof is provided to the District. In order to be eligible for the 5% increase, the employee must be willing to take on additional responsibilities and duties with regard to co-op supervision, providing training for co-workers, and being a lead project mechanic, when necessary. May also be requested to perform additional duties within the scope and function of the position. If an employee is receiving a wage increase but fails to perform work as directed, that employee will lose the wage increase, upon notification to the employee and Union.

All newly appointed personnel from outside the school system in the title of Maintenance Mechanic I (Foreman), Maintenance Mechanic I, Maintenance Mechanic II, Maintenance Helper, or Painter shall have their initial wage rate set in accordance with the schedule in Appendix B of this agreement, except that any personnel possessing additional education and work experience as defined by a joint labor/management maintenance committee MAY be hired at an initial wage rate of one step higher than the ~~last~~ step of the wage schedule in the respective bracket in accordance with Article X General Wage Provisions, Section 1 Assignments.

The District shall create an application form within thirty (30) days of ratification of this agreement for any current or future coursework that may be applied to the above criteria and submit it to the Union for review before distributing to employees.

Upon ratification of this agreement, the District shall survey all Maintenance Mechanic (Foreman), Maintenance Mechanics, and Painters for eligible coursework that may be applied to the above criteria.

The District and the Union agree to form a committee in Plant Maintenance with four members each for the purpose of considering recommendations to the Superintendent in the following areas:

- Discussing a tiered structure that could provide a career ladder for city school district graduates.
- Addressing the needs of maintenance mechanic positions that require a specific skillset in order to manage and service complex systems.
- Explore the possibility of developing incentives to fill specific areas in departments where qualified applicants are lacking.

#### Section 16. Drug and Alcohol Policy

At such time the Board adopts a revised Drug and Alcohol Policy, the parties agree to meet and bargain the impact of any such policy.

#### Section 17. Professional Standards Program

- A. Effective July 1, 2010 or the first day of the month following the ratification of the Agreement, clerical employees covered by this Agreement may participate in the Professional Standards Program of the National Association of Educational Professionals that program is constituted.
- B. Eligibility for participation in the Program is subject to conditions established by the National Association of Educational Professionals. The Union, for itself and the clerical employees within the negotiating unit, agree to hold the District harmless from any and all liability or responsibility, which may

arise or result from denial of participation or inequitable treatment during participation.

- C. The District will not be responsible for any payment for materials, books, or other items in connection with the Program.
- D. Payment for successful completion of approved certificate programs shall require the employee to provide to the Chief of HCI satisfactory written and authorized written verification of successful completion of the respective certificate program(s) set forth below:

<u>Certificate</u>	<u>One-time Payment</u>
Basic	\$300
Associate Professional	\$400
Advanced	\$500
Advanced II	\$600
Advanced III	\$700
Bachelors/Associates	\$800
Masters	\$900
C.E.O.E.	\$1,000

Payments set forth above shall be annual and shall be paid in the last paycheck in June of each year. Only regular, full-time clerical employees regularly scheduled to work 35 hours or more per week shall be eligible for the above payments.

- E. Submission of written verification from the National Association of Educational Professionals to the Chief of HCI will determine the amount to be paid for the first eligibility. If written verification is received during the month of July of any fiscal

year, the eligible employee will receive full payment. Any submission beyond July will be prorated for the first year of eligibility.

- F. Payments set forth above shall be noncumulative.
- G. If a clerical employee is hired into the District and the negotiating unit, who at the time of employment possesses a certificate, as set forth above, that employee shall comply with the procedures set forth in this Section. Such employee shall receive payments upon compliance with this Section only after receiving a permanent appointment to the District.

#### Section 18. School Sentries

- A. All sentries shall be required to work an additional ten (10) days per year, which shall be scheduled during the two weeks immediately preceding the first day of school. All sentries shall receive an additional one (1) day of personal, illness and vacation leave as a result of the additional ten (10) workdays established herein. The additional accruals will be allocated after completion of the training period. In no event shall a 10-month school sentry accrue more paid time than a 12-month employee.
- B. At locations where three (3) or more sentries are assigned, and after conducting interviews according to Article XIV, section 2, the District shall designate a "Lead Sentry." The Lead Sentry shall serve as a liaison to the Director of Safety and Security and the building administrator at each applicable location. Lead Sentry positions will be posted in the Administrative Bulletin



when they become vacant. In order to qualify for the title of “lead sentry” a BENTE unit member must have been employed for a minimum of three (3) years as a sentry in the District. Effective July 1, 2021 all Lead Sentries shall be placed in Bracket XIII.

- C. Sentries who are assigned and work at a game/sporting event shall be paid \$65.00 per game/sporting event and shall receive an additional \$45.00 for a second (2) game/sporting event which occurs on the same day. Sentries shall be paid no later than the following payroll period.
- D. Effective July 1, 2014, School Sentry I and School Sentry I Bilingual shall be in Bracket XI, School Sentry II and School Sentry II Bilingual shall be in Bracket VIII, and Security Patrol Officer shall be in Bracket XI. Employees occupying any of these titles shall receive a 7% increase in their base rate of pay, in addition to any contractual increase provided in Article X.
- E. All summer employment shall be advertised and posted in the Administrative Bulletin. Employees interested must apply. Summer positions shall be filled from among those employees who meet the qualifications for and possess the necessary abilities to perform the job. Where two (2) or more candidates meet the established job specifications and qualifications for the position and where each of the candidates possess the necessary ability to perform the job as documented by work history and evaluations in the City School District, the candidate with the greatest amount of seniority shall be selected to fill the position. In order to be eligible for summer school assignments, a School Sentry may not have any formal discipline in his/her file from the

current school year. Representatives of either party will be allowed to raise additional concerns as to summer staffing procedures for various bargaining unit titles through the Labor Management Committee. Summer employment will be offered to BENTE/AFSCME Local 2419 Bargaining Unit Members first. Candidates who are not selected for summer positions will be notified in writing, with a copy sent to BENTE.

#### Section 20. Bus Drivers

The twenty (20) most senior 10-month Bus Drivers will receive an eight (8) hour guaranteed work day. Additionally, any 10-month Bus Driver who has been employed as a Bus Driver or On-Caller with the District for more than 1 year shall receive a guaranteed six (6) hour work day. In order to fulfill the six-hour guarantee, Bus Drivers may be required to accept split assignments during the workday and any assignment that is scheduled to end prior to 6:00 p.m.

Effective July 1, 2017, the District shall provide each Troubleshooter with a cell phone.

#### Section 21. Home School Assistants

Effective September 1, 2019, the District will provide one day of vacation per year for each Home School Assistant in an 11-month position. The additional vacation day shall be used only for a day when school is not in session.

The District agrees to study and review 10-month Home School Assistants to determine if an 11-month position may be appropriate in future school years.

**ARTICLE XXVII**  
**GRIEVANCE PROCEDURE**

**Section 1. Definitions**

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

Employee – The term “employee” may include a group of employees who are similarly affected by a grievance.

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

Days – The term “days” when used in this procedure shall, except where otherwise indicated, mean working school days.

**Section 2. Procedure**

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

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

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

### Section 3. Levels

#### Level 1 – Immediate Supervisor

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

#### Level 2 – Office of Labor Relations

In the event the grievance is not resolved at Level 1, it shall be presented in writing by the Union Steward or other authorized Union representative to the Office of Labor Relations within five (5) workdays after the immediate supervisor's response is due. Within

fifteen (15) workdays after receipt of the grievance, the Office of Labor Relations shall contact the Union to schedule a grievance hearing. Within fifteen (15) workdays after the grievance hearing is completed, the Office of Labor Relations shall respond to the Steward or other authorized representative of the Union in writing.

### Level 3 – Arbitration

A. If the grievance is not resolved at Level 2, either party may, within fifteen (15) workdays after the reply of the Superintendent's designee is received or should have been due, give written notice to the other requesting arbitration.

B. An arbitration proceeding shall be conducted by an arbitrator designated, and pursuant to, the rules agreed upon, in accordance with this subdivision. Within thirty (30) days of the execution of this Agreement, the parties will:

1. Select and maintain a panel of mutually acceptable arbitrators who shall serve for the duration of the Agreement. Such panel shall consist of not fewer than five (5) arbitrators. The arbitrators shall be initially listed in alphabetical order and shall be designated on a rotating basis to arbitrate individual cases. In the event that an arbitrator is unavailable to hear a specific case, such arbitrator will be temporarily passed over, but shall be at the top of the list for the next case. Upon completion of his or her service on a case, the arbitrator shall be placed at the end of the

panel list. Both parties reserve the right during the term of this Agreement to remove up to 2 arbitrators from the panel. A party removing an arbitrator from the panel shall propose a replacement acceptable to the other party. Arbitrators shall also be replaced by mutual agreement in the even of resignation or any other inability to serve.

2. Agreed upon Rules of Procedure modeled after Part 207 of the Rules and Regulations of the Public Employee Relations Board (PERB), except that the reference to “Board” and the “Director of Conciliation” and like references to PERB and its officers and agents shall be deleted and modified as necessary. The Rules of Procedure agreed upon pursuant to this Section shall be reduced to writing and shall be made available to the panel of arbitrators and other interested parties.
  
3. In the event that procedures described is not, or cannot be implemented, or terminates or is unforeseeable for any reason, arbitrators conducted pursuant to this Agreement shall be governed by Part 207 of the Rules and Regulations of the Public Employee Relations Board. Notwithstanding any provisions of any procedure or rule

inconsistent with the express terms of the Collective Bargaining Agreement, any such inconsistent procedure or rule shall be void and superseded by the express terms of this Agreement.

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

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

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

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

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

#### Section 4. Miscellaneous

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

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

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

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

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

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

G. The Union agrees that during the processing of any grievances, it shall take all steps necessary and appropriate to assure that all job responsibilities are fully and faithfully discharged, and the



status quo shall be maintained by employees until the grievance is resolved.

**ARTICLE XXVIII**  
**SAVINGS CLAUSE**

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

**ARTICLE XXIX**  
**MODIFICATION OF AGREEMENT**

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

**ARTICLE XXX**  
**TOTAL AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily waives the right, and each agrees that the other shall not be

obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

**ARTICLE XXXI**  
TERMINATION OF AGREEMENT

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

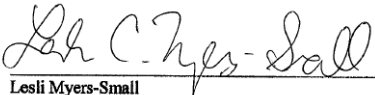
**IN WITNESS WHEREOF**, the parties hereunto set their hand and seals.

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

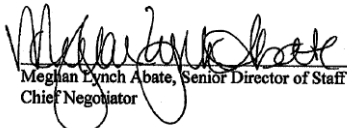
  
\_\_\_\_\_  
Daniel DiClemente, President  
Chief Negotiator

2-15-22  
Date

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

  
\_\_\_\_\_  
Lesli Myers-Small  
Superintendent of Schools

3/2/2022  
Date

  
\_\_\_\_\_  
Meghan Lynch Abate, Senior Director of Staff Relations  
Chief Negotiator

2-15-22  
Date



**APPENDIX “A”**

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

**Section 1. Primary Unit**

<b>Job Title</b>	<b>*Civil Service Classification</b>	<b>Maximum Assigned Hours Per Week</b>	<b>Bracket</b>
Accompanist	N	35	XX
Account Clerk Typist	C	40	XIII
Accountant	C	40	XIX
Architectural Drafting Technician	C	40	XV
Arts in Education Coordinator	C	35	XXI
Assistant Cook	L	40	III
Assistant Medicaid Analyst	C	40	XV
Athletic Trainer	C	35	XXII
Attendance Assistant	C	35	XV
●Audiometric Technician	C	40	XVI
Audiovisual Assistant	C	35	IX
Audiovisual Attendant	L	40	VI
Audiovisual Repairer	C	40	XIII
Auditor, Grade I	C	35	XVIII
Auditor, Grade I	C	40	XVIII
Auditor, Grade II	C	35	XIV
Automotive Mechanic	N	40	XIII
Automotive Stock Clerk	C	40	XI
●Bindery Assistant	N	40	VIII
Bus Attendant	L	40	X
Bus Discipline Coordinator	C	40	XVIII
Bus Dispatcher	C	40	XIV
Bus Driver	N	40	XIV
Bus Driver PT	N	20	XIV
Bus Operations Expediter	C	40	XVIII
Cash Management Analyst	C	40	XIV
Certified Occupational Therapy Assistant	C	35	XVII
Child Development Assistant	C	35	XIV
**Child Development Assistant (Bilingual)	C	35	XIV
Cleaner	L	20	II
●Clerical Trainee	C	35	IV
Clerk I	C	35	XV
**Clerk I (Bilingual)	C	35	XV
Clerk I (MIS/DSS)	C	40	XV
Computer Services Liaison	C	40	XVII
Control Clerk	C	35	XIII
Control Clerk (MIS)	C	40	XIII
Cook	N	40	IV
Coordinator of Safety	C	40	XVIII
Coordinator of Sentry Programs	C	40	XX
Copy Finisher	C	40	XIII
Copy Processing Technician	C	35	XV

<b>Job Title</b>	<b>*Civil Service Classification</b>	<b>Maximum Assigned Hours Per Week</b>	<b>Bracket</b>
Costume Designer	N	40	XXI
●Courier	L	35	VIII
Custodial Assistant	L	40	III
Day Care Aide	N	20	II
Distributed Processing Technician	C	35	XXI
Distributed Processing Technician (MIS)	C	40	XXI
●Distributed Processing Technician Trainee	C	40	XX
Driver/Mover	N	40	X
Duplicating Offset Machine Operator	C	40	X
Foreign Language Translator	C	35	XVIII
Foreign Language Translator	C	40	XVIII
●Film Inspector	N	40	VI
Food Service Helper	L	40	II
Food Service Helper / Cashier	L	40	VI
Graphic Artist	N	40	XX
Guard	C	40	IV
Help Desk Assistant	C	40	XIV
Home School Assistant	N	35	XV
Home School Assistant	N	40	XV
**Home School Assistant (Bilingual - Spanish)	N	35	XV
**Home School Assistant (Bilingual – Language Specific)	N	40	XV
**Home School Assistant (Bilingual - Spanish)	N	40	XV
**Home School Assistant (Bilingual – Language Specific)	N	40	XV
Info and Comp Systems Operator/SSA	C	35	XV
Info and Comp Systems Operator/SSA	C	40	XV
●Keypunch Operator	C	35	IX
●Laborer	L	40	II
Language Assessor Assistant	C	40	XIV
**Language Assessor Assistant (Bilingual)	C	40	XIV
●Lead Bindery Assistant	N	40	X
Library Aide	C	35	VII
Locker Room Attendant	L	40	II
Mail Service Assistant	C	40	XVIII
Maintenance Helper	L	40	III
Maintenance Mechanic I	N	40	XIV
Maintenance Mechanic II	N	40	X
Management Analyst	C	40	XXIV
Messenger	L	40	IV
Microfilm Operator	N	35	VI
Music Instrument Repairer (PT)	N	20	XIII
Network Technician	C	40	XVIII
Office Clerk II	C	35	XIII
**Office Clerk II (Bilingual)	C	35	XIII
Office Clerk II (MIS/Payroll/Accounting/Transportation)	C	40	XIII
Office Clerk III	C	35	IX
**Office Clerk III (Bilingual)	C	35	IX
Office Clerk III (MIS/Payroll/Accounting)	C	40	IX
Office Clerk IV	C	35	VII
**Office Clerk IV (Bilingual)	C	35	VII

<b>Job Title</b>	<b>*Civil Service Classification</b>	<b>Maximum Assigned Hours Per Week</b>	<b>Bracket</b>
Office Clerk IV (MIS/Payroll/Accounting)	C	40	VII
Office Machine Repair Technician	C	40	XIV
Operations Clerk	C	35	IX
Orientation & Mobility Instructor	C	35	XXIII
Painter	L	40	X
Payroll Clerk	C	40	XIII
Peripheral Equipment Operator	C	35	XIV
Photocopy Machine Operator	C	35	XVI
Phototypesetting Machine Operator	C	40	XIII
Porter	L	40	IV
Principal Account Clerk	C	40	XVII
Principal Payroll Clerk	C	40	XV
Print Shop Technician	C	40	XIV
Project Evaluation Assistant	C	35	XVI
Project Worker	N	35	VIII
Project Worker	N	40	VIII
**Project Worker (Bilingual)	N	35	VIII
**Project Worker (Bilingual)	N	40	VIII
Project Worker PT	N	20	VIII
Project Worker Native American	N	35	VIII
Public Safety Assistant	C	40	X
Research Assistant	C	40	XIII
School Nutrition Coordinator	C	40	XVIII
School Secretary	C	40	XVI
**School Secretary (Bilingual)	C	40	XVI
School Sentry I	N	40	XI
School Sentry I (Bilingual)	N	40	XI
School Sentry II	N	40	VIII
School Sentry II (Bilingual)	N	40	VIII
School Sentry I (Lead)	N	40	XIII
School Sentry I (Lead)(Bilingual)	N	40	XIII
Secretary II	C	40	XIV
**Secretary II (Bilingual)	C	40	XIV
Security Patrol Officer	C	40	XI
Senior Account Clerk Typist	C	35	XV
Senior Account Clerk Typist	C	40	XV
Senior Automotive Mechanic	N	40	XVII
Senior Computer Operator	C	35	XVI
Senior Computer Operator	C	40	XVIII
●Senior Control Clerk	C	40	XVI
Senior Duplicating Offset Machine Operator	C	40	XVII
Senior Keypunch Operator	C	35	X
Senior School Secretary	C	40	XVII
**Senior School Secretary (Bilingual)	C	40	XVII
Senior Stenographer	C	35	IX
Stenographer	C	35	VII
Stenographer-Secretary	C	35	XIII
Stock Clerk	C	40	XIII
Stock Handler	N	40	IX

<b>Job Title</b>	<b>*Civil Service Classification</b>	<b>Maximum Assigned Hours Per Week</b>	<b>Bracket</b>
Stock Handler (PT)	N	20	IX
Student Services Representative	C	40	XX
Teacher Personnel Specialist	C	35	XVI
Technical Director	C	40	XV
Telephone Operator	C	35	VIII
Telephone Operator (CO)	C	40	VIII
Telephone Technician	C	40	XX
Transportation Assistant	C	40	XX
Troubleshooter	L	40	XIV
Truck Driver, Class 5	N	40	X
Word Processing Operator I	C	35	XVI
Word Processing Operator I	C	40	XVI
Word Processing Operator II	C	35	XV
**Word Processing Operator II (Bilingual)	C	35	XV
Word Processing Operator II	C	40	XV
Word Processing Operator III	C	35	XIII



**APPENDIX “A”**

Section 2. Supervisory and Technical Unit

<b>Job Title</b>	<b>*Civil Service Classification</b>	<b>Maximum Assigned Hours Per Week</b>	<b>Bracket</b>
Assistant Architect	C	35	XXII
Assistant Bus Maintenance Supervisor	C	40	XVIII
**Assistant Custodian Engineer	C	40	XI
Assistant Employee Benefits Technician	C	40	XVII
Assistant Engineer – Electrical	C	35	XXI
Assistant Engineer – Mechanical	C	40	XXI
Automated Routing Specialist	C	40	XXIV
Budget Technician	C	40	XIX
Bus Maintenance Supervisor	C	40	XXII
Bus Operations Supervisor	C	40	XXII
Cafeteria Manager	C	40	XVIII
Communications Assistant	C	35	XIX
Computer Operator	C	40	XVI
Computer Programmer	C	40	XXIII
Construction Cost Estimator	C	40	XXII
Cook Manager	C	40	XI
**Coordinator of OT/PT	C	40	XXV
**Custodian Engineer	C	40	XIV
Data Processing Assistant	C	40	XVI
Data Processing Control Supervisor	C	40	XIV
Data Processing Coordinator	C	40	XXIII
Data Retrieval Specialist	C	35	XXII
Data Retrieval Specialist	C	40	XXII
Day Care Supervisor	C	35	VIII
Director of Information	C	35	XXIII
Distributed Processing Coordinator	C	40	XXIII
Early Childhood & Parenting Specialist	C	35	XIX
Facilities Maintenance Repair Planner	C	40	XX
Facilities Utilization Assistant	C	40	XVI
Facilities Utilization Specialist	C	40	XX
Food Service Field Supervisor	C	40	XIX
Grants Coordinator	C	40	XXIII
Head Bus Driver	N	40	XIX
Junior Accountant	C	40	XV
Junior Programmer Analyst	C	40	XXI
Junior Programmer Analyst Trainee	C	40	XX
Keypunch Supervisor	C	35	XV
Maintenance Mechanic I (Foreman)	C	40	XVIII
Network Administrator	C	40	XXIII
***Occupational Therapist	C	35	XXV
***Physical Therapist	C	35	XXV
Programmer Analyst (MIS)	C	40	XXIII
Programmer Analyst	C	35	XXIII
Programmer Analyst Trainee	C	35	XXI
Programmer Analyst Trainee (MIS)	C	40	XXI
Project Administrator	C	35	XXIII

Job Title	*Civil Service Classification	Maximum Assigned Hours Per Week	Bracket
**Project Administrator (Bilingual)	C	40	XXIII
Project Administrator (Budget)	C	40	XXIII
Project Administrator (MIS)	C	40	XXIII
Project Assistant	C	35	XIX
Project Assistant	C	40	XIX
**Project Assistant (Bilingual)	C	35	XIX
Project Coordinator	C	35	XXI
Project Coordinator Extended Day Program	C	35	XXII
Project Inspector	C	40	XX
Project Success Coordinator	C	35	XIX
Recruitment Coordinator	C	35	XXIII
Research Analyst	C	40	XXIII
School Construction Inspector	C	40	XXII
School Project Organizer	C	20	VII
School Selection Specialist	C	35	XXIV
Senior Accountant	C	40	XXIII
Senior Budget Technician	C	40	XXIII
Service Station Manager	C	40	XVI
Supervising Stock Clerk	C	40	XVIII
Supervisor of Office Machine Repair	C	40	XVIII
Supervisor of Utilities & Energy Management	C	35	XXII
Systems Analyst	C	40	XXIV
Systems Programmer	C	40	XXIII
Television Production Specialist	C	40	XXII
Transportation Technician	C	35	XVI
****Word Processing Supervisor	C	35	XIX
Youth Employment Coordinator	C	35	XXII

\*Civil Service Classification: C–Competitive; E–Exempt; L–Labor; N–Non-Competitive

\*\* Differentials to be added to base rate as indicated in Appendix “C”.

\*\*\* Stipend to be added as indicated in Appendix “C” (Coordinator only).

\*\*\*\* Incumbents only

●Job title pending approval by Civil Service

**APPENDIX “B”**  
**Effective July 1, 2021 – June 30, 2024**  
**WAGE SCHEDULE FOR POSITIONS IN THE PRIMARY**  
**UNIT AND THE SUPERVISORY AND TECHNICAL UNIT**

<b>BRACKET</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>	<b>STEP F</b>
II	\$15.00	\$15.45	\$15.91	\$16.39	\$16.88	\$17.39
III	\$15.41	\$15.87	\$16.35	\$16.84	\$17.35	\$17.87
IV	\$15.84	\$16.31	\$16.80	\$17.30	\$17.82	\$18.36
VI	\$16.27	\$16.76	\$17.26	\$17.78	\$18.31	\$18.86
VII	\$16.72	\$17.22	\$17.74	\$18.27	\$18.82	\$19.38
VIII	\$17.18	\$17.69	\$18.23	\$18.77	\$19.34	\$19.92
IX	\$17.65	\$18.18	\$18.73	\$19.29	\$19.87	\$20.46
X	\$18.14	\$18.68	\$19.24	\$19.82	\$20.41	\$21.03
XI	\$18.64	\$19.19	\$19.77	\$20.36	\$20.97	\$21.60
XIII	\$19.30	\$19.88	\$20.48	\$21.09	\$21.73	\$22.38
XIV	\$20.53	\$21.15	\$21.78	\$22.43	\$23.11	\$23.80
XV	\$21.99	\$22.65	\$23.32	\$24.02	\$24.74	\$25.49
XVI	\$22.72	\$23.41	\$24.11	\$24.83	\$25.58	\$26.34
XVII	\$23.43	\$24.13	\$24.86	\$25.60	\$26.37	\$27.16
XVIII	\$25.19	\$25.94	\$26.72	\$27.52	\$28.35	\$29.20
XIX	\$25.85	\$26.63	\$27.43	\$28.25	\$29.10	\$29.97
XX	\$27.92	\$28.76	\$29.62	\$30.51	\$31.43	\$32.37
XXI	\$28.71	\$29.58	\$30.46	\$31.38	\$32.32	\$33.29
XXII	\$31.79	\$32.75	\$33.73	\$34.74	\$35.78	\$36.86
XXIII	\$35.06	\$36.11	\$37.19	\$38.31	\$39.46	\$40.64
XXIV	\$39.55	\$40.74	\$41.96	\$43.22	\$44.52	\$45.85
XXV	\$44.80	\$46.15	\$47.53	\$48.96	\$50.43	\$51.94

If off current wage schedule, and current wage plus 3.0% will land between steps on the new wage schedule, advance to next step (including Step F)

If off current wage schedule, and current wage plus 3.0% will land above Step F, stay off step and receive 3% increase

Highest step and off-step receive wage increases of 3%

**APPENDIX “C”**

**SCHOOL PROGRAM DIFFERENTIALS**

“Key” Person Assigned to Secondary Schools	0.70
--	------

**BUILDING SIZE DIFFERENTIALS**

TITLE	SIZE				
	Y	X	D	C	B
Custodian Engineer	3.60	2.68	2.22	1.30	0.84
1 <sup>st</sup> Assistant Custodian Engineer	1.81	1.30	1.02	0.77	
2 <sup>nd</sup> Assistant Custodian Eng.	1.57	1.02	0.77		
3 <sup>rd</sup> Assistant Custodian Engineer	1.57	1.02	0.77		
4 <sup>th</sup> Assistant Custodian Eng.	1.57				

**MISCELLANEOUS DIFFERENTIALS**

Bilingual	0.50
Multilingual	2.00
Coordinator of Occupational Therapy and Physical Therapy	MOA
2 <sup>nd</sup> Class Boiler License	1.00
1 <sup>st</sup> Class Boiler License	1.50 (max)
Pool Certification*	1.00*
Painting Crew Leader	0.50
Refrigerator License 4	0.50
Refrigerator License 3	1.00
Refrigerator License 2	1.50
Refrigerator License 1	2.00
Custodial Assistant w/License	0.50
Lead School Secretary	\$7,500 annually

\*Pool Certification Stipend will only apply to custodial staff in a building that contains a pool and to maintenance mechanics in the Plumbing/HVAC department who maintain the pools. In order to be eligible for this stipend, employees must maintain their licenses in good standing, including any required renewals.

Building Size Stipends - School Secretaries and Senior School Secretaries

Effective January 1, 2002, School Secretaries and Senior School Secretaries will receive a building size stipend based upon the school’s student enrollment population as follows:

600 - 999 students:	\$250/year
1,000-1,399:	\$500/year
1,400 – 1,599:	\$750/year
1,600 or more students:	\$1000/year

The stipend shall be paid beginning with the first paycheck in November.

ABSENCE – PAID LEAVES.....	57
Benefits While on Extended Sick Leave.....	76
Birth of Child, for Father.....	58
Carryover as Sick Leave.....	61
Catastrophic Illness.....	77
Charged to Vacation.....	53
Death in Immediate Family.....	58
Death of Blood Relative.....	58
Extended Sick Leave at One-Half Pay.....	75
Graduation.....	59
Illness in Immediate Family.....	62
Jury Duty.....	58
Legal Adoption.....	59
Military Duty.....	59
Moving Day.....	59
Personal Leave.....	60
Personal Leave – Exceptions.....	60
Quarantine.....	59
Subpoena.....	59
To Take Civil Service or License Exam.....	63
 ABSENCE – UNPAID LEAVES.....	 63
Absence Requests/Forms.....	70
Benefits While on Extended Illness or Injury Leave.....	67
Benefits While on Unpaid Leave.....	70
Education Leave.....	65
Extended Illness or Injury.....	67
Other Unpaid Leaves.....	70
Parental Leave.....	63
Parental Leave – To Care for Adopted Infant Child.....	65
 ABSENCE – See Also:	
ILLNESS ALLOWANCE.....	71
PROTECTION OF EMPLOYEES, ASSAULTS.....	85
VACATIONS and HOLIDAYS.....	49
WORKERS’ COMPENSATION.....	78
 APPENDIX A – JOB TITLES AND CLASSIFICATIONS.....	
Primary Unit.....	111-114
Supervisory and Technical Unit.....	115-116
 APPENDIX B – WAGE SCHEDULES.....	117
 APPENDIX C – DIFFERENTIAL SCHEDULE.....	118
 ASSAULT ON EMPLOYEE.....	85-86
 BRACKET COMMITTEE.....	87
 CALENDAR COMMITTEE.....	87
 CDL Reimbursement.....	94
 CERTIFIED OCCUPATIONAL THERAPIST.....	91-93

CERTIFICATE OF PERSONAL ILLNESS (CPI) .....	72-74
CIVIL SERVICE EXAMS - Time Off To Take .....	63
CIVIL SERVICE RULES AND REGULATIONS	
General Employment Provisions .....	11-22
Job/Position Classifications .....	11, 12 & 114
Vacancies and Transfers .....	37-45
CLASSIFICATIONS (Job/Position)	
Classified Positions Within Unit .....	11-12, & 111-116
New Positions and Specifications .....	18-19
CONTRACT	
Copy of Agreement .....	81
Duration .....	1
Legislative Approval .....	2
Modification of Agreement .....	108-109
Purpose of Agreement .....	2
Savings Clause .....	108
Signatures and Approvals .....	110
CONTRACT (continued)	
Termination of Agreement .....	109
Total Agreement .....	109
CONTRACTING SERVICES .....	89
DEFINITIONS	
"Days" .....	103
"Employee" .....	1, 103
"Full-Time" .....	11
"Grievance" .....	102
"Immediate Family" .....	58, 62
"Out-of-Title Work" .....	39
"Party-in-Interest" .....	103
"Retirement" .....	75, 76
"Seniority" .....	35
"Year" .....	11
DIRECT PAYROLL DEPOSIT .....	84
DISABLED EMPLOYEES .....	81
DISCIPLINE (and Discharge)	
Disputes as to Discipline .....	31
Exercise of Rights .....	30
Grievance - Taken to Level 2 .....	94
Limitations .....	32
Probationary Employee .....	30
Representation - By Union .....	32
Suspension Without Pay .....	31
EMPLOYMENT PROVISIONS, GENERAL	
Assignments .....	14-16
Clean-up Time .....	19
Equal Opportunity; Fair Practices .....	2
Elementary Secretaries .....	96

Full-Time, Definition of.....	11
New Positions and Specifications.....	19
Physical Examination.....	14-15
EMPLOYMENT PROVISIONS, GENERAL (continued)	
Position Classification.....	12, & 114-119
Rest Periods.....	19
Temporary Employees.....	12-13
Work Rules.....	19-20
Work Schedule.....	17-19
Work Week.....	16-17
Year, Definition of.....	12
FAIR PRACTICES.....	2
GRIEVANCE PROCEDURE.....	105
Arbitration Panel.....	107
Confidentiality.....	110
Definitions.....	105
Discipline and Discharge.....	33-36
Forms for Filing Grievance.....	110
Group Grievance (Class Action).....	111
Level 1 - Immediate Supervisor.....	406
Level 2 - Superintendent or Designee.....	107
Level 3 - Arbitration.....	107-110
Maintaining Status Quo.....	107
Meetings During Work Hours.....	6-7, 110
Miscellaneous.....	110
Personnel File.....	110
Procedure.....	106
Reprisals.....	110
ILLNESS ALLOWANCE.....	73
Certificate of Personal Illness.....	74
CPI – Special Circumstances.....	75
Entitlement.....	73
Hardship Leave.....	80
Procedure for Granting.....	74
INSURANCE BENEFITS.....	82
Payroll Deduction Authorization.....	86
Conditions.....	83-84
Life Insurance.....	86
INSURANCE BENEFITS (continued)	
Medicare Eligible.....	84-85
Retirees.....	85
Upon Leaving Employ of District, Last Day of Coverage.....	85
While on Extended Illness or Injury Leave.....	69-72
While on Unpaid Leave Status.....	70-72
LABOR/MANAGEMENT COMMITTEE.....	89
LAYOFF AND RECALL.....	46-47
Displacement Procedure (Bumping).....	47-48
Lists – Eligibility for Reinstatement.....	48
Lists – Layoff.....	47
Notification – Layoff.....	47
Notification – Recall.....	49

Probationary Employees .....	49
Procedures .....	49-50
Waiver of Rights .....	48
While on Unpaid Leave of Absence .....	73
MAINTENANCE MECHANICS .....	97-100
MANAGEMENT RIGHTS .....	3
MISCELLANEOUS .....	91
Drug and Alcohol Policy .....	100
In-service Job Training (Workshops) .....	96
Professional Standards Program .....	100-102
NEGOTIATIONS	
Commencement Date .....	1
Released Time for .....	11
NO STRIKE CLAUSE .....	3
NYS EMPLOYEES' RETIREMENT SYSTEM .....	86-87
Career Retirement Plan .....	86-87
OCCUPATIONAL THERAPISTS .....	94-95
Attendance at CSE Meetings .....	94-95
OUT-OF-TITLE WORK .....	45
OVERTIME PAY .....	27-29
PARKING AT CENTRAL OFFICE .....	94
PERSONAL LEAVE (Allowances and Conditions) .....	61-64
PERSONNEL FILE .....	110
PHYSICAL (or MENTAL) EXAMINATION .....	14
PHYSICAL THERAPIST .....	94-95
Attendance at CSE Meetings .....	94-95
PHYSICIAN'S STATEMENT – Required	
Absence Before and After Holidays and Recess Days .....	57-58
Illness Absence Longer than Three Consecutive Working Days .....	74
Parental Leave .....	65
Personal Illness During Paid Vacation .....	55
Return From Extended Illness or Injury Leave .....	71, 75
Special Circumstances .....	67
Workers' Compensation .....	72
PROFESSIONAL ATTIRE .....	85
PROBATIONARY PERIOD .....	33-34
Discipline and Discharge .....	31-32
Layoff and Recall Procedures .....	42
Representation .....	32



Seniority.....	33-34
Vacancies and Transfers.....	34-39
PROTECTION OF EMPLOYEES .....	77
Assault Cases.....	77
PROTECTION OF EMPLOYEES (continued)	
Counsel – Suits .....	78
Protection and Security.....	81
RECALL (See LAYOFF AND RECALL)	
RELEASED TIME (See UNION RIGHTS)	
RETIREMENT	
Definition of.....	80
Health Insurance Benefits.....	80
RETIREMENT PLAN.....	84
SAFETY COMMITTEE.....	87
SAFETY EQUIPMENT .....	90
SAVINGS CLAUSE .....	108
SENIORITY .....	35-36
Breaks in Continuous Service.....	37
Catastrophic Illness .....	77
Credit Change to Permanent Status.....	11
Definition of.....	35
Layoff and Recall.....	45
Lists .....	34
Out-of-Title Work .....	44
Probationary Period.....	36
Shift Preference.....	44
Vacancies and Transfers.....	37
Vacations – Time Taken.....	51
TERMINATION OF AGREEMENT.....	109
TOOL ALLOWANCE.....	90
TOTAL AGREEMENT .....	109
TRANSFERS (WORK FORCE CHANGES) .....	37
TRANSPORTATION ALLOWANCE .....	30
TRAVEL.....	30
TUITION FOR EDUCATION COURSES .....	88
UNIFORMS .....	90
UNIT DEFINITION.....	1, 102
UNIT RECOGNITION, BENTE/AFSCME.....	1

UNION RIGHTS .....	3-11
Access to Premises.....	10
AFSCME Political Action Fund.....	5-6
Agency Shop Fee Deduction .....	5
Building Visitations .....	10
Dues Deduction, Authorization for .....	3
Organizational Rights .....	6
Other Unions, No Aid to .....	10
Released Time – Conventions .....	11
Released Time – Grievance Meetings.....	7
Released Time – Negotiations .....	10
Released Time – Special Conferences .....	10
Released Time – Union Officers.....	8
Released Time – Union President.....	8
Released Time and Union Stewards .....	7
Use of District Courier Service.....	9
Use of District Facilities.....	9
VACANCIES (WORK FORCE CHANGES).....	37
Competitive Classification.....	37
Labor Classification .....	38
Non-Competitive Classification.....	38
Transfers .....	42
Shift Preference.....	44
Out-of-Title Work.....	44
VACATIONS AND HOLIDAYS .....	49
Absence Before and After Holidays and Recess Days .....	53
Absence Charged to Vacation .....	53
Allowance – Vacation .....	49
Break in Length of Service .....	50
Conditions Governing Vacations .....	53
Holiday Pay.....	57
Paid Holidays, List of.....	55
Paid Local Recess Days .....	56
Part-time Staff.....	53
Payment in Lieu of Vacation Time Taken .....	52
Religious Observance .....	54
Security Patrol Officers .....	57
Time Taken – Vacation .....	51
Time Saved – Vacation (Carryover).....	52
Upon Leaving Employ of District, Adjusted Vacation Pay.....	50
WAGE, GENERAL PROVISION.....	22
Assignments – Initial Wage Rate .....	22
Compensatory Time, Prohibiting .....	26
Increments (promotional).....	25
Increments (regular) .....	24
Increments (service) .....	24
Pay Practices.....	23
Premium Pay – Call Back.....	26
Premium Pay – Night Differential.....	26
Premium Pay – Overtime.....	27
Salary Schedules .....	117
Stand-by Pay.....	29
Transportation Allowance (Mileage) .....	30
Wage Schedule Adjustment.....	31

WORKERS' COMPENSATION .....	79
Coverage .....	79
Method of Payment .....	79
WORK FORCE CHANGES.....	37
Out-of-Title Work .....	44
WORK FORCE CHANGES (continued)	
Shift Preference.....	44
Vacancies and Transfers.....	37
WORK PERFORMANCE NOTATION .....	31
Personnel File.....	31

**BENTE Local 2419**  
**3545 Buffalo Road, Suite 9**  
**Rochester, NY 14624**  
**585-458-8670**