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Contract Database Metadata Elements

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BC/6059

Rome City School District

Local 200 United

Service Employees International

UNION - AFL – CIO

7/1/2008 - 6/30/2011 Agreement

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ASSOCIATED EMPLOYEES OF THE BOARD OF EDUCATION

PREAMBLE

ARTICLES OF AGREEMENT 2008-2011

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Superintendent and all employees represented by Local 200 United, Service Employees International Union, AFL-CIO (hereinafter referred to as the "Union").

THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS ____ day of February, 2009, and between the Superintendent of Schools and the Union.

A. 204-a. Agreements between public employers and employee organizations.

1. ANY WRITTEN AGREEMENT BETWEEN A PUBLIC EMPLOYER AND AN EMPLOYEE ORGANIZATION DETERMINING THE TERMS AND CONDITIONS OF EMPLOYMENT OF PUBLIC EMPLOYEES SHALL CONTAIN THE FOLLOWING NOTICE IN TYPE NOT SMALLER THAN THE LARGEST TYPE USED ELSEWHERE IN SUCH AGREEMENT: "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."
2. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.
3. Within sixty days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

RECOGNITION CLAUSE

RESOLVED: That the Rome, New York, City Board of Education, having determined that the Union of the Board of Education Unit of Service Employees International Union - Local 200 United AFL-CIO is supported by a majority of custodians, custodian workers, building maintenance mechanics, grounds maintenance mechanics, painters, special bus operators, bus driver-mechanics and laborers, hereby recognize the Union of the Board of Education Unit of Service Employees International Union - Local 200 United AFL-CIO as the exclusive negotiating agent for the employees in such unit. Class A Custodians are excluded from the Bargaining Unit.

DURATION OF AGREEMENT

This agreement shall be in effect from July 1, 2008 through June 30, 2011.

SEIU LOCAL 200 UNITED DUES AND ASSESSMENTS

- A. The District agrees to deduct Union initiation fees (if applicable), assessments (where applicable) and dues from the wages of those employees who have voluntarily signed valid dues deduction authorization forms permitting said deductions.
- B. All members of the bargaining unit who are employed by the District subsequent to the January 15, 1985 and thereafter and do not join the union shall pay to the union a service charge as a contribution towards the cost of administration of this agreement and the representation of such employee. The amount of such service charge shall be equivalent to the dues required of the members of the Union. The service fee shall commence thirty (30) days after employment and shall be deducted by the District subject to the provisions of applicable law, from each employee's paycheck in equal installments beginning with the first paycheck after completion of the thirty (30) days.
- C. The District further agrees to remit membership dues, initiation fees, assessments and agency shop fees along with an itemized listing of such deductions from whom such deductions were made, to the Service Employees International Union, Local 200 United, as promptly as possible during the month following the month when such deductions were made.
- D. The union certifies that it has created a legal refund procedure for agency fee payers who object to illegal expenditures, and that it has procedures for dealing with such fees and with agency fee payers in a lawful manner.
- E. In the event that the District incurs any liability for damages, litigation expenses, or any other expenses whatsoever in connection with the agency fee deduction, the union agrees to indemnify the District and hold it harmless for such expenses.
- F. Committee On Political Education (COPE): Upon receipt of written authorization from an employee, the District shall, pursuant to such authorization, deduct from the wages of the employee, a sum specified in said authorization, and remit same for the SEIU Committee on Political Education (COPE). The Union shall provide a standard voluntary COPE Deduction Authorization Form for this purpose. A union member may withdraw their authorization at any time, provided the employee notifies the Employer in writing of this withdrawal, with a copy to the Union.

ARTICLE I

VACATION

1. CUSTODIANS, BUILDINGS AND GROUNDS MAINTENANCE MECHANICS, PAINTERS, MOTOR VEHICLE OPERATORS, SPECIAL BUS OPERATORS, AND LABORERS:
 - A. One (1) day vacation for each month of service up to two (2) weeks vacation for the first year. Pro-rated practice will be computed for all vacation time.
 - B. Three (3) weeks vacation after five years of service. Employees with six (6) years of service shall have three (3) weeks plus one day; seven (7) years of service shall have three (3) weeks plus two (2) days; eight (8) years of service shall have three (3) weeks plus three (3) days; nine (9) years of service shall have three (3) weeks plus four (4) days.
 - C. Four (4) weeks vacation after ten (10) years of service.
 - D. Those bargaining unit members who have completed twenty (20) years or more of continuous service with the district (as listed) shall receive a one time lump sum base adjustment of \$750.00. The union has noted one eligible bargaining unit members (as listed in Appendix C) to be exempt from the buy-out.
2. CUSTODIAL WORKERS:
 - E. One (1) week of vacation after one (1) year of service.
 - F. Two (2) weeks vacation after two (2) years of service.
 - G. Three (3) weeks vacation after five (5) years of service.
3. ALL EMPLOYEES:
 - H. If a holiday falls during an employee's vacation, he/she will be entitled to an additional vacation day.
 - I. In case of death, the employee's beneficiary shall receive the due vacation pay.
 - J. Employees will be allowed to use earned vacation time any time during the year provided that the employee receives the express written approval of their principal or his/her designee. The Bargaining Unit Member's request for vacation time shall be answered within five (5) working days from receipt of their vacation time request. Buildings, grounds, and transportation employees will require approval

from the Assistant Superintendent for Business or his/her designee. Choice of vacation time shall be based on seniority with the approval of the principal or his/her designee. Buildings, grounds, and transportation will require approval from the Assistant Superintendent for Business or his/her designee. Choice of vacation time shall be based on seniority with the approval of the immediate supervisor.

- K. Employees will be allowed to carry over five (5) days of accrued vacation from one school year to another, provided the same is used prior to October 31st of the new year. If not used, the accrual shall be lost.
- L. When an employee on vacation gets injured or becomes ill, he/she will, upon notification of the Board of Education, be placed on sick leave with no loss of unused vacation time providing he/she submits a doctor's certificate of verification.

ARTICLE II

SENIORITY

- A. Seniority shall be defined as length of continuous service within the bargaining unit since last date of hire.
- B. Subject to Civil Service Law and Regulations and to the provisions of Article III Section D seniority, ability, qualifications and School District needs as defined in the Civil Service Job Specifications contained in Appendix "A", shall be the factors considered in job placement when vacancies occur. The factors of ability, qualifications and School District needs being relatively equal, seniority shall prevail.
- C. An employee on leave due to military service shall continue to keep his/her seniority and upon returning to work shall receive his/her former job or its equivalent or better.
- D. The District will make available an updated seniority list to the Divisional Union President and Business Representative on a semi-annual basis.
- E. An employee shall lose all seniority rights if:
 - 1. He/she voluntarily quits the service of the District.
 - 2. He/she is discharged unless reinstated under the Grievance Procedure.
 - 3. (i) If an employee has been unemployed by the District for a continuous period of twelve (12) months, unless an authorized leave of absence.
 - (ii) It is also provided that the loss of time during a period for which an employee receives Workmen's Compensation arising from an injury in the

service of the District shall not be counted against him/her for the purpose of this subparagraph.

4. (i) Fails to return, after being laid off by the District, to work within fifteen (15) working days, after receipt of notice that work is available.
- (ii) Notifies the District within forty-eight (48) hours after such notice is received that he/she intends to return to work, and does not return.
5. Fails to notify the District of employee inability to report for work for any reason as soon as possible on the day which said inability occurs, except in the event of an emergency situation where circumstances make it impossible to give such notice.
6. Fails, without giving sufficient excuse to the District, to report for work on the first day following the expiration of a leave of absence.
7. Fails to either notify the District or to report for work after injury or disability on the day the attending physician or surgeon states the employee is able to return to work.

ARTICLE III

JOB VACANCIES

- A. Copies of all job vacancies shall be mailed to the head custodian of each school who shall post these conspicuously in the custodian's office for at least five (5) working days. Additional copies of all job vacancies shall be mailed to the Divisional Union President and the Business Representative to be kept on record.
- B. Nonpromotional job vacancies or lateral transfers shall be awarded on a school basis, first, and department basis, second. The least senior employee takes what is left after all other internal moves are made.
- C. An employee who accepts an open job cannot go back to his/her original job if another employee has bid on it; however, if no employee bids on his/her original job, said employee may request to return to his/her old job.
- D. The District agrees to formally interview the three (3) most senior bidders on promotional job vacancies within ten (10) working days of the last day of posting. The District has the right to choose among the three (3) most senior bidders on a promotional job vacancy in its discretion without the Union (or unit members) having recourse to the grievance procedure. However, if the District chooses outside of the three (3) most senior bidders on a promotional job vacancy, the Union retains its right to recourse through the

grievance procedure on the basis that one or more of the three (3) most senior bidders held the necessary ability and qualifications to meet the District's needs.

- E. When a custodial position becomes vacant, it will be filled by a custodian. The Board of Education, however, retains its inherent right to add or abolish positions, as required by the needs of the School District.
- F. Probationary employees or those employees out on Workers Compensation or sick leave for an extended amount of time up to six months are not eligible to bid on a job vacancy.
- G. Upon the District's receipt of a resignation from a head custodian (all schools) or night boss (secondary schools) the retiring employee's positions will be put up for bid three months prior to the effective date of said resignation if the District receives the proper notification from the retiring head custodian (all schools) or night boss (secondary schools). The position will be awarded based upon the relative ability and qualifications in light of the District's needs. Prior to the incumbent's retirement, the successful bidder shall serve a training period of one (1) week (elementary schools) and two (2) weeks (secondary schools) with the retiring employee during which the successful bidder shall receive the pay level of the position which he/she is vacating. The successful bidder shall be paid the rate of the new job commencing with the effective date of retirement. In the event that the training period is not allowed by the District, the successful bidder shall be paid at the rate of pay the new position carries for the length of the established training period. When a custodial worker position becomes vacant, it will be filled by a custodial worker. The Board of Education, however, retains its inherent right to add or abolish positions, as required by the needs of the School District.

ARTICLE IV

PROCEDURE FOR LAY-OFFS

- A. In the event the work force is to be reduced, any laying off of employees must be done in accordance with seniority, e.g., the last employee hired to be the first employee laid off, however, in no event shall a layoff be effected in a manner contrary to the laws of the State of New York or the regulations of the Civil Service Commission.
- B. Laid off employees shall be recalled according to seniority, last person laid off shall be the first person called back to work.
- C. No new employees will be hired until all laid off employees are called back to work, in compliance with the rules of the Civil Service Commission. Called back employees must return to work within fifteen (15) working days of the reinstatement notice.
- D. Individuals whose jobs are abolished or combined shall "bump" in accordance with the following procedures:

1. Such individual shall fill any available vacancy in his/her present classification;
 2. If no such vacancy exists, he/she shall bump the junior person at the highest possible classification;
 3. If the individual shall refuse to bump, he/she shall be assigned to the highest available vacancy;
 4. Seniority shall have preference for shift selection.
- E. Employees who are to be affected by a layoff shall be given at least four (4) weeks notice prior to the layoff.

ARTICLE V

TRANSFERS

When involuntary transfers are necessary, the transfer will be made only after a meeting with the bargaining unit member, the Union, and the appropriate department supervisor. A written report shall be given to the Union Representative.

ARTICLE VI

COMPENSATION CASES

- A. Whenever possible the appropriate administrator, as designated by the District and conveyed in writing to the Divisional Union President, will provide assistance to all employees in compensation matters.
- B. In compensation matters, be it illness or injury, the Board will deduct the proportionate amount of sick leave not covered by compensation from an employee's accumulated sick leave. It shall be the responsibility of the administration to file a claim for reimbursement from the insurance company for sick leave paid and return to the employee a prorated number of sick leave days, based on the final amount returned.

ARTICLE VII

JURY DUTY

- A. Any employee who is called for jury duty shall notify his/her immediate supervisor of the date he/she must appear in court for jury duty.

- B. An employee performing jury duty shall:
 - 1. Be excused from work each day he/she is on jury duty with no loss in pay and return to the District the jury pay compensation received from the County, except as per New York State Judiciary Law 521, subsection B.
- C. Time lost because of jury duty will not be deducted from accumulated sick leave time or vacation time or personal leave time.
- D. If the employee does not serve, he/she is required to return to work as soon as possible.
- E. In cases arising from their employment, an employee who is subpoenaed to serve as a witness in a public trial in which the employee is not a defendant or plaintiff, the provision of Jury Duty Pay will be extended to the employee.

ARTICLE VIII

OVERTIME

- A. Overtime shall be first offered to custodians and custodial workers, maintenance and ground maintenance employees, as equally as possible within their employee group before being offered to other employees. A group shall mean: custodians, custodial workers, and those normally assigned to the building in which the overtime occurs; maintenance and grounds based on skills normally performed. If the rightful employee does not receive the overtime, he/she shall be given the proper overtime at the next immediate opportunity. The employee with the lowest overtime accumulation shall be the first to be offered available overtime; and, refusal of overtime will be charged, based on hours paid.* Group overtime lists shall be posted and updated weekly by the supervisor charged with assigning overtime.
- B. Time and one-half shall be paid for all work over forty hours per week. Holidays, sick days, vacation days and jury days shall be credited as work time. Double time shall be paid for any work done on Sundays and holidays. There shall be no pyramiding of overtime.
- C. Employees who are called outside their regular shifts or schedule shall be guaranteed a minimum of four (4) hours pay at their regular rate.
 - *Example: Two hours of Overtime @ 1.5 x = 3 hours pay
 - Two hours of Overtime @ 2.0 x = 4 hours pay
- D. Building custodians or a designee who has been given prior approval by the business office shall check their schools on Saturday, Sunday and holidays throughout the year, for which the compensation will be one hour work credit at the double time work rate.

E. Compensatory time for overtime may be granted upon the request of the employee at the overtime rate. No employee may accumulate more than eighty (80) hours of compensatory time at any one time. Any employee who may have accumulated more than eighty (80) hours of overtime as of the date of this agreement shall have their current compensatory time bank amount grandfathered in, but shall not be entitled to accumulate any additional compensatory time on the books until such time as he/she has reduced their compensatory time bank to less than eighty (80) hours.

F. The District will establish a voluntary overtime pool for all bargaining unit employees. Employees who do not wish to be in the overtime pool will not have their use of sick time count toward the calculations of overtime hours. The guidelines for this overtime pool are attached under Appendix B.

G. Rules for Custodial Overtime

1. Custodial personnel who are ill will call their head custodian or school on or before the morning of the first day of absence and inform them of the illness and, if possible, its expected duration.
2. Custodians will be offered overtime, replacing employees absent due to illness, where the illness is anticipated to be of short duration; one, two or three days. Such overtime shall be offered in accordance with Paragraph A first, and Paragraph F second. Hours of overtime offered to members of the regular staff pursuant to the above will be:

Elementary - four (4) hours

Secondary - six (6) hours

Elementary Building Principals may request an additional two (2) hours of overtime per shift, if necessary, subject to the approval of the Maintenance Supervisor.

In the event custodians refuse or are unable to work as outlined in Paragraph A, the Maintenance Supervisor shall be notified so that Paragraph F may be implemented.

This applies only when school is in session and not during normal school vacation periods.

3. If it is anticipated that the illness or absence will exceed three (3) days duration, the Head Custodian will attempt to place a substitute in the vacancy by calling the Maintenance Supervisor.

4. When an employee is out of work and misses his/her turn(s) for overtime, there will be no making up of lost overtime. This rule is in effect no matter what the duration of the absence was. This rule applies to all departments covered by this Agreement.
5. Employees that refuse all overtime and express this to their Head Custodian can at a later date start working overtime again, after they have notified their Head Custodian in writing of their desire to start working overtime. Under no circumstance will the employee be allowed to make up the overtime lost while they refused all overtime.
6. When an employee on the overtime pool has worked in another school as a result of being on the overtime pool, this extra overtime will not be recorded on the overtime list of the building that he/she is regularly assigned. The overtime worked will not be used to deny the employee his/her turn(s) at overtime in his/her regularly assigned building.

ARTICLE IX

SICK LEAVE

- A. CUSTODIANS, BUILDINGS AND GROUNDS MAINTENANCE MECHANICS, PAINTERS, SPECIAL BUS OPERATORS, BUS DRIVER-MECHANICS, AND LABORERS:
 1. Each employee shall receive one and one-half (1-1/2) days sick leave for each month of employment.
 2. There shall be no limit to the number of days of accrued sick leave which may be accumulated from year to year. The District shall notify all employees of their individual total accumulation on or about July 1st of each year, or as soon thereafter as possible.
- B. CUSTODIAL WORKERS:
 3. Each employee will receive nine (9) sick days during each year of the agreement, which may be accumulated from year to year without limit.
- C. ALL EMPLOYEES:
 4. Sick leave may be extended at the discretion of the Superintendent and may or may not be charged to future sick leave.

- D. Unit members may join the Sick Leave Bank after completing his/her probationary period and receiving his/her permanent appointment.

ARTICLE X

LEAVES OF ABSENCE

1. PERSONAL LEAVE:

- A. Except as provided in subparagraphs E and F (below), at the beginning of each year (July 1st), each employee with at least 1 year of service shall be granted 3 days personal leave which may be used during the year. New employees' personal time to be pro-rated. All unused personal leave will be added to accumulated sick leave.
- B. Employees shall give their immediate supervisor as much advance notice as possible when requesting personal leave. Emergencies may preclude such advance notice.
- C. Personal leave shall not be used for vacation purpose. If it is determined that an employee used personal leave for vacation, it shall result in loss of pay.
- D. In the event that more days are needed for emergency reasons, the Superintendent may give prior approval for two (2) non-accumulative additional days.
- E. At the beginning of each year (July 1), custodial workers with at least one year of service will be entitled to one (1) personal leave day which may be used during the year.

2. EXTENDED LEAVES OF ABSENCE:

- F. An employee with one (1) full year of service shall have the right to apply for leave of absence without pay.
- G.
 - a. Employees shall give good and sufficient reason when requesting leaves of absence, approval of which shall not be unreasonably withheld.
 - b. Leaves of absence of up to twenty four months duration may be granted to any employee upon application, subject to the approval of the Superintendent and the Oncida County Civil Service Rules and Regulations.

- H. An employec will continue to accrue seniority while on leave of absence of less than twelve months duration; after twelve months, time spent on leave of absence will not be counted toward total seniority.
- I. Upon returning from authorized leave of absence, the employee shall be restored to his/her former job or its equivalent.

3. PREGNANCY DISABILITY LEAVE:

- J. An employee shall be entitled to a leave of absence of up to two (2) years. Application for said leave shall be accompanied by a statement from the employee's physician confirming pregnancy. The leave may be for a period of less than one or two years' duration, at the employee's discretion, so as to conform to the individual circumstances of each case. Accordingly, the employec shall consult with her Supervisor in deciding upon a return date.
- K. A pregnant employec may continue her employment until such time as she is unable to do so without endangering or impairing her physical condition as evidenced by a written statement from the employee's personal physician. If the employec continues to work until such time as her physician indicates she should no longer do so, she shall be entitled to use any accumulated sick leave for the period during which she is physically/medically unable to continue her job duties because of her pregnancy up to a period of seven (7) weeks. Should this period exceed seven (7) weeks, the District shall have the right to consult with the employee's physician and should any dispute arise regarding the disability period, the District shall have the right to have the employee examiued by its own physician. If the employee commences her maternity leave while she is still able to continue working, and prior to the aforementioned date established by her physician, her leave shall be considered in same manner as any other leaves of absence, and she shall not be eligible for any unused accumulated sick leave benefits. In the event that an employec does continuc to work until physically unable to do so, as set forth above, she shall be eligible for said accumulated sick leave benefits only for the period of actual physical disability.
- L. Pregnaney disahility leave is subject to the provisions of Paragraphs 2.I, above.

4. LEAVE ON ACCOUNT OF DEATH IN FAMILY

- M. Employees will be allowed five (5) days of absence per death without loss of pay on account of death in the immediate family. Immediate family in this case being defined as spouse, child, mother, father, brother and sister.
- N. Employees will be allowed three (3) days of absence per death without loss of pay on account of death in the extended family. Extended family in this case being defined as guardian, father-in-law, mother-in-law, grandparent, grandchild, or if

employee is named executor. In addition, employees will be allowed one 1 day of absence per death with pay on account of death for first cousin, aunt, uncle, niece, and nephew.

- O. Employees will be allowed one (1) day to attend the funeral of a brother-in-law or sister-in-law.
- P. Days of absence for death in the family shall not be deductible from the employee's accumulated sick leave or other paid benefit time.

ARTICLE XI

PAID HOLIDAYS

- 1. All Employees:
 - A. Beginning each year of this agreement, the Holiday Schedule to provide for twelve (12) holidays is as follows: Fourth of July, Columbus Day, Thanksgiving Day, New Years Eve, New Years Day, Labor Day, Veterans Day, Christmas Day, Christmas Eve, Martin Luther King Day, Good Friday and Memorial Day. * Employees will be entitled to twelve (12) paid holidays. In the event that the final school calendar schedules school on any of the above days adjustments will be mutually determined.
 - B. Where the holidays fall on a Saturday or Sunday and school is in session, employees will consider the compensating day a normal workday. Where the holidays fall on a Tuesday or Thursday and the instructional calendar shows Monday or Friday as a vacation day, the employee would have the additional vacation day.
 - C. In the event of any school closing for any special holiday (i.e. death of a president), each shift will be given the time off or compensatory time off by mutual agreement between the employee and the supervisor.

ARTICLE XII

EMERGENCY CONDITIONS

- A. Bargaining unit members are to report to work on days in which schools are closed due to inclement weather or other emergency conditions. Work performed on these days will be done so at the member's normal hourly rate. If a "state of emergency" is declared by city officials due to weather conditions, bargaining unit members already at work will be sent home, with pay, or if not at work, will be excused from coming into work, with pay.

ARTICLE XIII

UNION RIGHTS

- A. The Superintendent shall provide a meeting place for monthly meetings for the members of the certified Union.
- B. The Divisional President of the Union or his/her designee may be allowed eight (8) hours every two (2) weeks from work with no loss in pay to carry on union business, with prior administrative approval.
- C. The Superintendent shall allow two (2) days per year for the Union to send delegates to meetings pertaining to affairs concerning our Union.
- D. Copies of the approved contract will be printed at Board expense and a copy given to each employee. New employees shall receive a copy at time of employment.
- E. Employee additions, deletions, and status changes shall be mailed to the Divisional President of the Union and Union Business Representative.
- F. Whenever members of the negotiating unit, including Union representatives, are scheduled by the parties to participate during working hours in conferences, meetings or in negotiations, they shall suffer no loss in pay or leave.
- G. The Superintendent hereby agrees that every employee shall have the right to freely organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection.
- H. The District shall provide copies of this agreement and they will be given to all principals, assistant principals, and other administrators supervising Unit Employees.
- I. Nothing contained herein shall be construed to deny or restrict to any employee rights he or she may have under Civil Service Laws.
- J. The Superintendent agrees to honor all reasonable requests for public information which will help the Union fulfill its functions as exclusive representatives of the membership.
- K. The District agrees not to contract out work routinely performed by custodial/custodial worker staff.

ARTICLE XIV

NEW EMPLOYEES

- A. New employees will be informed, in writing, of all benefits available to them at the beginning of their employment, i.e. status, title, salary, sick leave, vacations, etc. The District will provide a form which advises new hires of their status, i.e. either permanent or temporary, and their fringe benefit status. A copy of this form will be provided to the Divisional Union President and the Business Representative for each employee.
- B. The Board will notify the Divisional President of the Union and Union Business Representative, within fifteen (15) days, of all new bargaining unit employees hired, their position, step, titles and salary or hourly pay
- C. Temporary employees will not work in bargaining unit positions for more than six (6) months. Prior to the end of the six (6) month period, the District and Union will meet to decide whether the temporary position should be considered permanent or discontinued.
- D. The maximum probationary period for newly appointed employees shall be either a maximum of twenty-six weeks or that established by local Civil Service rules, whichever is greater.

ARTICLE XV

DATA AND RECORDS

- A. Bargaining unit employees shall have the right to review their personnel file. Copies of any material contained in the personnel file shall be available to the employee or his/her representative.
- B. No complaint, disciplinary letter or memorandum or report will be placed in an employee's personnel file without the employee's knowledge. The employee shall be permitted to attach a rebuttal and shall be given a copy of documents so filed. An employee's signature on any such document shall represent only that he/she has seen the document and shall not be construed to mean acceptance or agreement with the contents thereof.
- C. A bargaining unit member may have access to his/her personnel file within three (3) working days after submitting to the office of the Superintendent his or her request to review its contents.
- D. Time required to gain access to the personnel file of the employee when such access is desired in relation to a grievance shall not adversely affect the time limits stipulated in the

grievance procedure. All employees shall be given copies of evaluations made and signed by their supervisor(s). The evaluation form shall provide for the employee's signature as acknowledging receipt of said evaluation and shall be signed by the employee. The acknowledgment shall indicate that the employee's signature does not necessarily indicate agreement with the substance of the report and the employee shall have the right to reply in writing to any portion of the report. Both the signed evaluation and the employee's reply, if any, shall become a part of the employee's personnel file.

- E. One (1) central personnel file shall be maintained. Pre-employment and medical information may be filed separately by the District.

ARTICLE XVI

TEMPORARY DUTY

- A. Any employee who is temporarily transferred to a higher paying position will receive the higher rate of pay for all hours of time spent in the performance of the duties of the higher classification. Selection and approval of employees to work in the higher classification will be made by the employee's immediate supervisor, principal or designee. The District guarantees that the selection and approval for such work will be made in a consistent manner
- B. Employees working in a higher position will be responsible for entering the time in the higher classification on their time sheets.

ARTICLE XVII

SAFETY PROCEDURES

- A. Any safety equipment which management requires its employees to use must be OSHA approved equipment.
- B. An employee who is working from a twelve (12) ft. ladder or higher may ask to have another employee on duty at the base of the ladder.
- C. The administration shall arrange to have the employees attend at least one (1) safety seminar per year, at the administration's discretion.
- D. The School District agrees to institute a voucher program with an eyeglass vendor in the immediate area for use by employees who break or damage their eyeglasses while working for the District. The intent of the voucher program is that the employee will not incur any out-of-pocket costs for replacement of equivalent quality or repair of their eyeglasses from a work related accident.

- E. If an employee is assigned a job which he/she considers dangerous or hazardous to himself/herself, he/she has the right to refuse to perform such duty until a competent qualified individual inspects the situation and declares such safe in accordance with generally accepted industrial standards or practices.
- F. The District and Union agree to a cooperative effort whereby the parties will jointly designate one individual from the bargaining unit as a Health and Safety Person who will be called upon by either the District or Union to investigate employee health and safety concerns. The person presently employed by the District and serving in this capacity may continue to do so. The District may train employees in order to create a pool from which Health & Safety Persons can be jointly designated in the future. The Health and Safety Person will receive One Dollar (\$1.00) per hour in addition to their regular rate for time spent investigating health and safety concerns based on the determination of the Supervisor of Buildings and Properties or an individual designated by the Assistant Superintendent of Business.
- G. The District agrees to provide adequate medical care to employees who are exposed to toxic substances, while on the job.
- H. It is the responsibility of the employee to monitor his/her own safety and to report any unsafe situation immediately to the employer. The employee is given the authority to abandon unsafe work until said time employer can be notified.

ARTICLE XVIII

JOB DUTIES AND CLASSIFICATIONS

- A. The District shall make available a statement of duties and responsibilities for the various positions and job titles covered by this agreement.
- B. Each employee shall have the right to discuss the duties and responsibilities of his or her position with his or her immediate supervisor and make suggestions concerning proposed changes.
- C. If the School District establishes a new job classification, it will provide copies of job description for such to the Union as soon as the job description has been approved by the Board of Education. In addition, upon request, the District agrees to negotiate with the Union regarding the salary for the position, which shall be set in the first instance by the School District at a rate equivalent to the nearest related classification and posted in accordance with Article 3, Job Vacancies.

ARTICLE XIX

PROTECTION

- A. An employee shall have the rights, without threat to his/her employment, draft status, promotion, or any advantages which he/she may possess, to participate in any legal activities of the Union or collective negotiation with the Superintendent to institute any grievance, complaint, or proceeding under this agreement, to evaluate and criticize in a professional manner the policies and programs of the school system and to voice opinions for or against a proposed or effective contract.
- B. Professional courtesy shall be extended to an employee by his/her superiors at all times and vice versa. Insubordination and/or failure to execute a job assignment, may be cause for progressive disciplinary action.
- C. Employees as promptly as possible shall be advised in a confidential manner of any significant complaint or accusation reported to the Superintendent. After such complaint or action, the employee may request the administration that he/she have Union representation and/or legal counsel present at any formal or informal hearings.
- D. Employees shall report immediately and in writing to their supervisor all cases of assault and/or battery suffered by them in connection with their employment.

ARTICLE XX

RETIREMENT

The Board of Education shall participate in the New York State Employees' Retirement System.

- A. The Board shall adopt the Non-Contributory Improved "20 Year Career Plan (section 75i), which continues eligibility for retirement allowance for all members at age fifty-five (55), but improves basic guaranteed retirement allowance (including annuity purchased by member's age sixty (60) plan contributions on earnings before April 1, 1960) for persons who retire with twenty (20) or more years of service. Where the member does have twenty or more years of service, the basic guaranteed allowance would be 1/50 of final average salary per year of service.
- B. The district shall subscribe to that portion of the retirement plan option allowing application by the employee of unused sick leave as additional service credit upon retirement.
- C. Upon retirement or disability causing retirement, any employee who has served for at least ten (10) consecutive years in the Rome Public Schools will be granted terminal pay added to his/her final year's salary. For purposes of this provision, the term "consecutive"

shall include any time where the employee is out for an approved leave of absence, workers' compensation, and for family medical leave as defined by the Family Medical Leave Act (FMLA). Such employee shall be paid in the amount equal to 1/480 of his/her final year's salary multiplied by 1/3 of his/her accumulated unused sick days less one hundred twenty (120) sick leave days. Employees will submit at least three (3) months prior to the effective date of retirement a letter to the Board of Education indicating his/her intention to retire.

ARTICLE XXI

HEALTH INSURANCE

- A. The District shall pay one hundred percent (100%) of the cost for an employee's hospitalization insurance. The District shall pay seventy percent (70%) of the cost for an employee's dependent's hospitalization insurance. This provision applies to active and retired employees.
- B. The District agrees to make available to bargaining unit members a Flexible Spending Account for the payment of the family premium for hospitalization insurance and childcare. The District further agrees that the difference between the employee's previous twenty percent (20%) premium payment for the family premium for hospitalization insurance and the present thirty percent (30%) premium payment for the family premium for hospitalization insurance will not exceed a total cost to the employee of more than thirty dollars (\$30.00) per year for the contract's life when the employee utilizes the Flexible Spending Account. Employees hired on or after October 1, 1999 will be responsible for paying ten percent (10%) of the cost of the individual coverage or thirty (30%) of the family coverage depending on their coverage needs. In cases where married couples are employed by the District, the spouse with individual coverage may elect to waive the same on an annual basis in return for a lump sum payment of one thousand dollars (\$1,000), minus taxes and other applicable withholdings. Said waiver shall be on a form to be provided. At the end of each employment year, the waiver will automatically continue unless withdrawn by signing up for a renewal of coverage in the appropriate District office.

A married person employed by the District may elect to waive coverage on an annual basis for a consideration of one thousand dollars (\$1,000.00) as previously described.

An employee whose marital or personal status is subject to change may elect to withdraw the waiver on other than an annual basis with a pro rata adjustment of the thousand-dollar rate.

Additionally, an employee currently covered under the District's health insurance plan may opt to withdraw from the plan under the same provisions outlined above.

- C. Commensurate with the entrance into the Madison-Oneida-Herkimer Consortium Plan, co-pay obligation for prescription drugs will be five dollars (\$5.00) co-pay as required, fifteen dollars (\$15.00) co-pay as required and thirty dollars (\$30.00) co-pay as required for prescription drugs. Riders for dental and vision are to be included.
1. The parties agree that the health insurance benefit levels, as provided through the Blue Cross/Blue Shield PPO and as configured through the efforts of that company and the Madison-Oneida-Herkimer Health Consortium (Consortium Plan) are the agreed upon levels. These levels will be maintained and will not be changed without mutual agreement of the parties of the collective bargaining agreement.
 2. The parties mutually agree to re-open negotiations concerning health insurance during the term of this contract in the event that:
 - (i) Benefit levels are reduced by the administrators of Blue Cross/Blue Shield, or the Consortium, or;
 - (ii) If the district experiences sharply increased premium charges or consistently increasing premium charges in consecutive years during the life of the agreement.
- D. The District shall have the right to change health insurance carriers at its discretion provided that the employees' coverage shall be equivalent to or better than the coverage furnished by the previous carrier.
- E. Permanent employees must work at least twenty (20) hours per week and earn two thousand dollars (\$2,000.00) per year to be eligible for health insurance. Temporary employees are not eligible for health insurance.
- F. All other labor and noncompetitive class employees hired from outside the bargaining unit for permanent positions will be required to complete a sixty (60) day evaluation period before becoming eligible for health insurance and other fringe benefits.
- G. The Board shall provide for paid hospitalization insurance for any retiree who had at least ten (10) consecutive years of service at the same contribution rate as in effect during the employee's last year of employment. For purposes of this provision, the term "consecutive" shall include any time where the employee was out for an approved leave of absence, workers' compensation, and for family leave as defined by the Family Medical Leave Act (FMLA).

ARTICLE XXII

LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

- A. The District shall pay one hundred (100%) percent of the cost for employee Life and Accidental Death & Dismemberment Insurance plan, to be selected by mutual agreement.
- B. The District shall provide life insurance to those employees who retire with a minimum of ten (10) consecutive years of service at the current rate of twenty thousand dollars (\$20,000). For purposes of this provision, the term "consecutive" shall include any time where the employee was out for an approved leave of absence, workers' compensation, and for family leave as defined by the Family Medical Leave Act (FMLA).

ARTICLE XXIII

SCHOOL ACTIVITY

- A. A member of the bargaining unit shall be on duty whenever an activity is being conducted within the school outside of the regular school day.
- B. When an outside contractor performs work at a school, the senior custodial staff member assigned shall be responsible to facilitate the work under the direction of, and shall be present if required, by the Maintenance Supervisor.
- C. Whenever school activity is scheduled, the administration will require adult supervision at all times.
- D. The Custodial staff shall be notified in writing whenever possible at least five (5) days in advance of any special scheduled events. All cancellations should be made known as soon as possible.

ARTICLE XXIV

SUPERVISORY PERSONNEL

- A. Supervisory personnel should not ordinarily do work assigned to regular employees.
- B. Supervisors shall not discriminate or play favorites in choices of jobs, words, or deeds to any of his/her employees.

ARTICLE XXV

REPLACEMENT (GROUNDS MAINTENANCE)

- A. In case of emergency or scheduled athletic events and a grounds maintenance person is absent, a replacement shall be used in his/her place to get the required work done whenever possible.
- B. The above replacement shall come from the overtime pool as in Article VIII, Section F.

ARTICLE XXVI

MISCELLANEOUS COMPENSATION

- A. Travel Compensation

Bargaining unit employees who are required to use their personal car for School Business will be paid mileage at the IRS approved rate, subject to supervisor approval. School business shall include those employees traveling between their assigned schools on the same day. The School District agrees, pursuant to policies heretofore or hereafter adopted by the Board of Education, to defend, indemnify and hold harmless employees joined as parties in civil actions or proceedings arising out of the exercise or performance of their duties, including travel on school business, provided the employee shall have been acting within the scope of his or her employment and shall have provided an original or copy of the summons, complaint or process to the Board of Education within ten (10) days of service of said process upon the employee. This provision shall not apply to an employee convicted of a Vehicle & Traffic Law offense, or who is convicted of criminal conduct, as a result of an act or event that took place while in the employ of the Rome City School District.

- B. Commercial Driver's License

The District will provide payment for the cost of obtaining a Commercial Driver's License (C.D.L.) to those bargaining unit members who are required to secure a C.D.L.

- C. Uniforms

Bargaining unit members of the Grounds and Maintenance Department will receive a two hundred fifty dollars (\$250.00) allowance annually for the purchase of a uniform. This payment will be paid annually by the second pay period of July, and is non cumulative.

ARTICLE XXVII

WORK SHIFTS

A. Building Maintenance Mechanic

1. During the school year the regular work shift for the Building Maintenance Mechanics shall be from 8:00 a.m. to 4:30 p.m., Monday through Friday with a thirty (30) minute lunch.
2. During July and August the work shift shall be forty (40) hours per week as determined by the immediate supervisor and the employees, and as approved by Superintendent of Schools.
3. Employees hired on or after 11/13/97 may be scheduled to work any eight (8) hour shift per day and forty (40) hours per week during a six (6) day period Monday through Saturday. Upon implementation of this language, the workweek and shift will be established for a minimum of thirty (30) calendar days. Thereafter, the workweek and shift may be modified at the discretion of the District upon a thirty (30) day minimum notice.

B. Custodians

1. During the school year, the regular work shifts for the custodians shall be eight (8) hours per day and five (5) days per week, Monday through Friday. Shift hours to be determined by the immediate supervisor.
2. Weekend custodians shall consider Saturday and Sunday as regular work days.
3. During July and August the work shift shall be forty (40) hours per week as determined by the immediate supervisor and the employees and as approved by the Superintendent of Schools.

C. Grounds Maintenance Workers

1. During the school year, the regular work shift for Grounds Maintenance Workers shall be from 8:00 a.m. to 4:30 p.m., Monday through Friday with a thirty (30) minute lunch, with the exception of snow plowing and sanding duty.
2. Employees hired on or after 11/13/97 may be scheduled to work any eight (8) hour shift per day and forty (40) hours per week during a six (6) day period Monday through Saturday. Upon implementation of this language, the work week and shift will be established for a minimum of thirty (30) calendar days. Thereafter, the work week and shift may be modified at the discretion of the District upon a thirty (30) day minimum notice.

3. During July and August the work shift shall be forty (40) hours per week as determined by the immediate supervisor and the employees, and as approved by Superintendent of Schools.

D. Painters, Building Maintenance Helper, Motor Vehicle Operators, Mobile Classroom Driver-Mechanic, and Custodians-at-Large.

1. Above employees shall during the school year work a regular work shift of eight (8) hours per day and five (5) days per week, Monday through Friday.

2. Employees hired on or after 11/13/97 may be scheduled to work any eight (8) hour shift per day and forty (40) hours per week during a six (6) day period Monday through Saturday. Upon implementation of this language, the workweek and shift will be established for a minimum of thirty (30) calendar days. Thereafter, the workweek and shift may be modified at the discretion of the District upon a thirty (30) day minimum notice.

3. During July and August the work shift shall be forty (40) hours per week as determined by the immediate supervisor and the employees, and as approved by Superintendent of Schools.

E. Custodial workers' work shifts shall be designated by the Maintenance Supervisor.

F. All Employees: Upon thirty (30) days notice to bargaining unit members, the District retains the right to adjust unit members start time (+) or (-) one (1) hour to meet specific short term needs. Employees will be returned to their normal schedules upon completion of the task.

ARTICLE XXVIII

NO STRIKE

It is agreed that there shall be no strikes, slowdowns, picketing, stoppages of work or walkouts by the Union or its members during the life of this Agreement, and neither the Union nor its members shall encourage, cause, instigate or condone any such action.

ARTICLE XXIX

DEPOSITS AND DEDUCTIONS

Pay checks will be deposited for all employees upon request.

ARTICLE XXX

BONDS - CREDIT UNION

The district, upon formal request to the personnel office by an employee within the unit, shall supply the necessary forms and make deductions in accordance with the employee's request concerning U.S. Bonds or Credit Union charges.

ARTICLE XXXI

GRIEVANCE PROCEDURES FOR EMPLOYEES

A. BASIC PRINCIPLES

1. Grievance shall be defined as any claimed violation, misinterpretation or inequitable application of the terms of this agreement. Any employee, however, shall continue to have the privilege of discussing any matters with his/her immediate superior or the office of the Superintendent of Schools.
2. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
3. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
4. An employee shall have the right to be represented at any stage of the procedures by a person or persons of his/her own choice.
5. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
6. All hearings shall be confidential.
7. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies which relate to or affect the employee in the performance of his/her assignment. They are not designed to be used for changing such rules or establishing new ones. Moreover, it is hoped that these procedures will encourage all personnel to express their feelings freely in the interests of the welfare of the school district.
8. If a grievance affects a group of employees and appears to be associated with system-wide policies, it may be submitted by the Union directly at the formal stage described below.

9. "Work Days," for purpose of computing filing deadlines for grievances, means "Monday through Friday."
10. Since it is important to maintain good relationships, grievances shall be processed as rapidly as possible, with every effort made by the parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
11. Failure, at any stage of the grievance procedure, to communicate a decision to the Grievant(s), and the Union within a specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

B. PROCEDURES

1. Informal Stage

The aggrieved individual shall present his/her grievance within ten (10) school days to his/her department head, i.e. custodial, grounds, maintenance, transportation, and word processing, who shall informally discuss the grievance with the aggrieved individual. The department head shall render his/her determination to the aggrieved individual within ten (10) school days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved individual may proceed to the formal stage.

2. Formal Stage

- a. Within ten (10) work days after a determination has been made at the informal stage, the aggrieved individual may submit his/her written grievance to the Supervisor of Human Resources for review and forwarding to the Superintendent of Schools or his/her designee.
- b. The Superintendent or his/her designee shall immediately notify the aggrieved individual, immediate supervisor and any other administrator previously rendering a determination in the case to submit written statements to him/her within ten (10) school days setting forth the specific nature of the grievance, the facts relating thereto, and the determination(s) previously rendered.
- c. If such is requested in the written statement of either party pursuant to paragraph "b" above, the Superintendent of Schools or his/her designee shall notify all parties concerned in the case, of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case.

Such hearing shall be held within ten (10) school days of receipt of the written statements pursuant to paragraph b.

- d. The Superintendent of Schools or his/her designee shall render his/her determination within ten school days after the written statements pursuant to paragraph "b" have been presented to him/her.
- e. If the grievance is not satisfactorily resolved at this stage, the aggrieved individual may proceed to the Final Stage.

3. Final Stage - Arbitration

If the grievance has not been satisfactorily solved, it may be submitted to arbitration pursuant to rules of the American Arbitration Association. The decision of the arbitrator shall be binding and final. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this agreement. Expense of arbitrator shall be shared equally by the parties.

ARTICLE XXXII
SALARY

1. CUSTODIANS, BUILDINGS AND GROUNDS MAINTENANCE MECHANICS, PAINTERS, SPECIAL BUS OPERATORS, BUS DRIVER-MECHANICS AND LABORS:

A. Salary Differentials:

- 1. An annual, non cumulative stipend of five hundred dollars (\$500.00) will be paid for the maintenance of the Rome Frec Academy swimming pool.
- 2. Second Shift Differential – three hundred dollars (\$300.00)
- 3. Third Shift Differential – five hundred dollars (\$500.00)

B. The following is the agreed method of distribution for the 2008-09 contract.

- 1. Effective July 1, 2008, grant all bargaining unit members an across-the-board wage increase of three and one-quarter percent (3.25%) of their 2007-2008 regular base hourly rate, retroactive to July 1, 2008. Effective July 1, 2009, grant all bargaining unit members an across the board increase of three and three-quarters percent (3.75%) of their 2008-2009 regular base salary and grant effective July 1, 2010 all bargaining unit members an across-the-board increase of three and three-quarters percent (3.75%) of their 2010-2010 regular base salary.

2. Those employees who are required by the District to maintain the necessary license and training for asbestos & pesticide will receive annually a one thousand dollar (\$1000.00) non-cumulative stipend.
3. A non-cumulative annual stipend of seven hundred fifty dollar (\$750.00) will be paid to custodian class (B) & (E) employees.
4. Seven (7) individuals (whose names will be listed as in Appendix "D"), will receive an annual non cumulative stipend of five hundred dollars (\$500.00) in replacement of the use of a District owned vehicle to go to and from home to work.
5. Longevity will be paid on a one time, non cumulative, non retroactive basis to be paid as part of the last pay period of June following entitlement. Effective July 1, 2008, those unit members who are effectively completing their tenth (10th) year of continuous service with the District shall receive a lump sum payment of two hundred seventy five dollars (\$275.00), those unit members completing their fifteenth (15th) year of continuous service shall receive a lump sum bonus of five hundred twenty five (\$525.00) and those unit members completing their twenty-fifth (25th) year of continuous service or greater shall receive seven hundred seventy five (\$775.00). Effective July 1, 2010, there will be an increase of \$25.00 in each of the steps.

C. The following biring rates will be included in this contract.

<u>Position</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
Class B Custodian	\$33,370	\$34,621	\$35,919
Class C Custodian	\$32,968	\$34,204	\$35,487
Class D Custodian	\$32,557	\$33,778	\$35,045
Class E Custodian	\$32,151	\$33,357	\$34,608
Class F Custodian	\$31,343	\$32,518	\$33,737
Building Maint.			
Mechanic	\$41,696	\$43,260	\$44,882
Grounds Maint.			
Person	\$35,450	\$36,779	\$38,158
Painter	\$35,348	\$36,673	\$38,048
Motor Vehicle			
Operator/Painter 2	\$33,811	\$35,079	\$36,394
Special Bus Operator	\$32,698	\$33,924	\$35,197
Laborer	\$31,872	\$33,067	\$34,307
<u>Hourly Rates</u>			
Custodial Worker	\$11.10	\$11.52	\$11.95

ARTICLE XXXIII

PROFESSIONAL DEVELOPMENT

- A. Full-time employees who have successfully completed his/her probationary status are encouraged to enroll in courses of education relevant to his/her position and job duties with the District subject to the following terms and conditions:
1. An educational assistance form must be completed and submitted for written approval by the Deputy Superintendent.
 2. Courses must be specifically job related and taken to improve on-the-job performance.
 3. Requests will be approved when the education or training is considered to be job related and budgeted funds are available.
 4. Employees who are matriculated students may submit courses which are not job related but required for completion of a job-related degree. Proof of matriculation must accompany request.
 5. Receipt(s) for tuition (fees, books) must be submitted along with a statement from the educational institution acknowledging successful completion of the approved courses of study.
 6. Students earning a grade of "A" or "B" will be reimbursed up to One Thousand Dollars (\$1000.00) for a course every two (2) years.
 7. Students earning a grade of "C" will be reimbursed up to One Hundred Dollars (\$100.00) per year.
 8. There will be no reimbursement for a grade less than "C".
 9. No one employee may take more than one (1) class/course per year.
 10. The course or class taken must be given by a NYS Education Department accredited institution.
 11. No course is to be taken during normal working hours.
 12. Course approval or denial is a non-grievable issue.
 13. Employee receiving educational assistance must agree to remain employed by the District for one (1) year following completion of the course or reimburse the District for the amount of the educational assistance received.

- B. The parties agree that Section A of this article is done on a trial basis and will remain in effect for only the duration of this agreement.

ARTICLE XXXIV

WAGE CONTINUATION INSURANCE

The District agrees to administer the plan offered to the employees for wage continuation benefits. Employee participation is strictly on a volunteer basis.

Rome City School District
Professional Development Reimbursement Request Form

Applicant: _____ Date of Request: _____

Position and location: _____

Name and Address of Educational Institution: _____

Date Course begins: _____ Date Course ends: _____

Course Title	Course Number	Course Hours
--------------	---------------	--------------

Date of Matriculation (if applicable): _____ Degree program (if applicable) _____

Tuition: \$ _____ Fees: \$ _____ Books: \$ _____

(Course information must be attached to request form with receipts when submitted)

This course will assist me in my employment with the Rome City School District because:

Agreement for Educational Assistance

I have read and understand the article in the contract referencing "Professional Development Reimbursement."

I understand that I am to submit the transcript of the course grade at the completion of the course to the Deputy Superintendent.

Employee Signature: _____ Date: _____

For office use:

Approved _____ Disapproved _____

_____ Date of Action _____ Deputy Superintendent

Grade Transcript of _____ submitted on _____. Forwarded to Accounts Payable on _____.

APPENDIX A

CIVIL SERVICE JOB SPECIFICATIONS

FOR

BARGAINING UNIT MEMBERS OF

LOCAL 200 UNITED

WORKING AT

ROME CITY SCHOOL DISTRICT

CUSTODIAL WORKER

DISTINGUISHING FEATURES OF THE CLASS: This position exists in the city school district and involves responsibility to perform building cleaning and outside ground maintenance tasks requiring strenuous manual labor and occasional use of heavy equipment. Cleaning tasks are performed according to a well-established procedure while grounds keeping tasks vary with seasonal activities. This position is distinguished from that of Cleaner by the heavier nature of the work performed, involvement in outside grounds maintenance work and operation of the building heating system. This position is further distinguished from the high level position of Custodian since there are no repair, building security, heating system repair and maintenance or supervisory responsibilities. The work is performed under the supervision of a Custodian or Head Custodian depending on the staffing pattern in the school building where the position is assigned. The incumbent does related work as required.

TYPICAL WORK ACTIVITIES:

Sweeps and mops floors and stairs;

Shampoos rugs and carpets using heavy equipment;

Dusts desks, walls, blackboards, sinks and other fixtures;

Replaces liquid soap and paper towels, tissue paper;

Empties waste baskets, collects and disposes of rubbish and transports heavy containers to pick up point;

Cleans snow and ice from walks and driveways by using shovels and snow blowers;

Maintains grounds by mowing lawns using hand and power mowers and by picking up trash and debris;

Moves and arranges chairs, tables and other equipment for special use in school buildings;

Moves heavy furniture, racks, rugs, etc., to facilitate cleaning activities;

Assists Custodians in minor maintenance repairs;

Replaces light bulbs which may require working at heights or on a ladder;

Aids Custodian in operation of the heating system by adjusting thermostats.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Working knowledge of building cleaning methods, materials and equipment; ability to understand and follow simple oral and written directions; ability to stand for extended periods of time; ability to lift and use heavy hand and motorized tools and equipment; ability to get along well with others; ability to read and write; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS: Six months of building cleaning experience.

CUSTODIAN

GENERAL STATEMENT OF DUTIES: Performs routine building cleaning and semi-skilled maintenance tasks; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: This is routine manual work involving responsibility for the efficient and economical performance of cleaning and maintenance operations for school buildings; grounds, and equipment. Work is performed under the general supervision of a head custodian, school principal, or other superior in accordance with established policies, but considerable leeway is permitted for the exercise of independent judgment. Supervision may be exercised over the work of subordinate cleaning or maintenance personnel.

EXAMPLES OF WORK: (Illustrative only)

Sweeps and mops floors and stairs;
Dusts desks, woodwork, furniture and other equipment;
Polishes furniture and metal furnishings;
Empties waste baskets, collects and disposes of rubbish;
Clears snow and ice from walks and driveways;
Mows lawns, trims shrubs, rakes leaves, and performs a variety of other grounds keeping tasks;
Operates a coal or oil low pressure heating system including firing and removing ashes;
Delivers packages and messages;
Checks operation of clocks and bells;
Puts out and takes in traffic safety signs;
Arranges chairs and tables and other equipment for special use of school building;
Repairs window shades, replaces light bulbs, soap and towels;
Paints rooms and equipment, repairs furniture and makes minor plumbing, electrical, and carpentry repairs;
Prepares and maintains a variety of records and reports.

REQUIRED KNOWLEDGES, SKILLS, AND ABILITIES: Good knowledge of building cleaning practices, supplies and equipment, and ability to use them efficiently and economically; working knowledge of the operation and maintenance of steam boiler equipment; ability to make minor plumbing, electrical, carpentry, and mechanical repairs and to perform a variety of routine maintenance tasks; ability to follow oral and written directions; willingness to do custodial and other manual tasks; thoroughness; dependability; good physical condition.

ACCEPTABLE EXPERIENCE AND TRAINING: One year of building cleaning or maintenance experience; or any equivalent combination of experience and training.

MOTOR VEHICLE OPERATORS

GENERAL STATEMENT OF DUTIES: Operates a light motor vehicle in transporting passengers or materials; does related work as required;

DISTINGUISHING FEATURES OF THE CLASS: This position involves responsibility for the safe and economical operation and care of an automobile, station wagon, bus or light delivery truck. It requires a willingness to perform a variety of routine tasks. Close supervision in the way of specific assignments are received from a superior.

EXAMPLES OF WORK: (Illustrative only)

Operates a station wagon transporting patients to and from hospitals or institutions or children to and from schools;

Drives station wagon or light delivery truck to pick up and deliver messages, supplies and materials;

Lifts or assists ill or helpless patients in and out of vehicle;

Washes, cleans and lubricates vehicles and suggests needed repairs;

Checks oil, tires, mileage and gasoline;

Keeps simple clerical records;

Performs a variety of errands requiring use of automobile or other light motor vehicle.

REQUIRED KNOWLEDGES, SKILLS AND ABILITIES: Good knowledge of the geography and traffic laws of the area; ability to operate an automobile or light delivery truck; ability to understand and follow simple oral and written instructions; mechanical aptitude; dependability; courtesy; good physical condition.

ACCEPTABLE EXPERIENCE AND TRAINING: One year of experience in the operation of some type of automotive equipment; or any equivalent combination of training experience.

SPECIAL REQUIREMENT FOR ACCEPTANCE OF APPLICATION: Possession of an appropriate New York State motor vehicle operator's license.

GROUNDS MAINTENANCE PERSON

GENERAL STATEMENT OF DUTIES: Performs varied duties concerned with the operation and maintenance of school grounds and athletic fields and with sports equipment; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: This is routine semi-skilled work connected with the maintenance of school grounds and athletic fields and with equipment used in the schools' recreation and sports programs. Assignments are received from a Foreman who checks work by personal inspection. Supervision may be exercised over seasonal employees.

EXAMPLES OF WORK: (Illustrative only)

Cares for grass areas on school property by seeding, laying sod, fertilizing and killing weeds;

Mows, rakes and cuts grass;

Plants, prunes and otherwise cares for trees and shrubs;

Helps to maintain baseball diamonds, running tracks, football fields, tennis courts and other athletic and recreation areas;

Marks and lays out sports fields for use by athletes;

Assists in the removal of snow and ice from school property and in sanding and salting operations during winter time;

Operates and performs simple maintenance on a variety of equipment such as trucks, tractors, jeeps, mowers, rollers and other machinery;

Sets up for use and repairs high bars, trampolines, basketball backboards and other equipment used in gymnasiums;

Paints and repairs bleachers, back stops and other recreational and playground equipment;

Conducts safety check on gym and sports equipment.

REQUIRED KNOWLEDGES, SKILLS AND ABILITIES: Good knowledge of grounds maintenance activities; working knowledge of the installation, maintenance and repair of athletic and recreation equipment; dependability; integrity; good physical condition.

ACCEPTABLE EXPERIENCE AND TRAINING: One year of experience in the maintenance of parks or grounds or any activity bearing a reasonable relationship to the duties of this position; or any equivalent combination of training and experience.

BUILDING MAINTENANCE MECHANIC

GENERAL STATEMENT OF DUTIES: Performs skilled building repair and maintenance work or supervises a number of semi-skilled workers in a buildings and grounds maintenance and repair program; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: This is a broad class involving a variety of building maintenance and repair tasks of a skilled nature. The work usually involves a number of different trades although employees, by reason of personal training and experience, may devote much of their time to work of a single trade. In this respect the class differs from such other occupations as painter, carpenter, and plumber which limit incumbents to a single trade. Incumbents perform their duties with some latitude for independent planning or lay out of work details. Supervision may be exercised over maintenance workers or laborers.

EXAMPLES OF WORK: (Illustrative only)

Performs repairs to plumbing, steam lines, electric wiring and equipment, furniture, doors and windows, hardware and varied mechanical equipment and machinery;

Installs shelving, storage cabinets and new hardware;

Does skilled painting work;

Oversees and takes part in ordinary building cleaning operations;

Estimates material required for repairs;

Keeps daily time and material records;

Supervises and participates in a general grounds maintenance program.

REQUIRED KNOWLEDGES, SKILLS AND ABILITIES: Thorough knowledge of standard building maintenance and repair practices, materials and tools; thorough knowledge of at least one building trade, working knowledge of one or more additional trades; ability to plan and on occasion supervise the work of others; ability to understand oral and written directions; mechanical aptitude; dependability; thoroughness; good physical condition.

ACCEPTABLE EXPERIENCE AND TRAINING: One year of experience as a journeyman in one of the recognized skilled building trades or five years of sub-journeyman experience in general building maintenance or construction; or any equivalent combination of experience and training.

BUILDING MAINTENANCE PERSON

GENERAL STATEMENT OF DUTIES: Performs a variety of semi-skilled building repair and maintenance tasks; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: This is semi-skilled work involving responsibility for independently performing a variety of mechanical and other building maintenance tasks or for serving as a helper to a journeyman tradesman. In either case, although a working knowledge of one or more trades is necessary, a maintenance worker does not utilize the more skilled journeyman techniques for any considerable portion of his/her time. In addition, the work may involve the part-time operation of a truck, automobile or other automotive equipment. General instructions are received and work is performed under immediate or general supervision, depending upon the nature of the task.

EXAMPLES OF WORK: (Illustrative only)

Performs semi-skilled work in masonry, carpentry, electrical or painting operations;
Helps to install and repair wiring systems and electric fixtures and equipment;
Repairs windows, doors, floors, walls and other parts of buildings;
Does interior and exterior painting where quantity rather than fine quality of work performed is the principal object;
Helps to install and repair general plumbing equipment, such as sinks, toilets and baths;
Assists in cleaning and repairing boilers, pumps, heaters, pipe lines, valves and traps;
Mixes plaster and concrete and assists in laying brick, plastering walls, finishing concrete work, etc.;
Operates trucks, automobiles, air compressors, and other motorized equipment;
Takes part in general grounds maintenance activities;
Serves as general handyman performing a variety of semi-skilled duties.

REQUIRED KNOWLEDGES, SKILLS, AND ABILITIES: Good knowledge of modern buildings and grounds maintenance and repair practices; knowledge of the practices and techniques of one or more of the standard trades; mechanical aptitude; industry; good physical condition; dependability; manual dexterity.

ACCEPTABLE EXPERIENCE AND TRAINING: Two years of experience in either general building maintenance or building trades work in one or more of the standard trades, such as carpentry, plumbing, electrical; or any equivalent combination of experience and training.

LABORER

DISTINGUISHING FEATURES OF THE CLASS: This position involves performance of routine manual work requiring physical strength, endurance and a willingness to occasionally perform arduous task. Additionally, incumbents may perform simple message taking and messenger duties as the occasion demands. Laborers usually work under continuing supervision and/or their activities are subject to frequent inspection. The duties are generally associated with the maintenance and repair of streets, sewage and water plants, energy recovery systems, water and sewer lines, buildings, parks and recreation areas. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Aids in the maintenance or construction of streets, water lines, or drainage and sewage systems by digging and backfilling trenches, and spreading asphalt, sand and gravel with hand and power tools;

Puts out and removes safety barriers around excavation and rehabilitation projects;

Cleans streets of leaves and refuse, and participates in snow and ice removal and control;

Collects and disposes of rubbish;

Cleaus and flushes streets, culverts ad catch basins;

Uses hand tools such as shovels, scythes, lawn mowers, forks and rakes in grounds maintenance and beautification work;

Aids in erecting or assembling snow fences, barricades, picnic tables and related recreation equipment;

Rakes, tamps and shovels cold patch;

Performs general clean-up work such as removing debris, raking leaves, cutting grass and weeds, shoveling snow, and assisting I collection of rubbish and litter from, public lands and facilities;

Aids in the removal of obstructions from sewers and operates specialized equipment in the process;

Sweeps and mops floors, stairs and halls, washes windows, sinks and performs related cleaning duties;

Lays sewer pipe;

Aids skilled workers in a variety of maintenance and repair tasks;

May operate power driven tools and equipment such as jackhammers, saws, tampers, compressors, drills, pumps, sweepers, and mowers;

May aid in the preparation, laying out and maintenance of athletic fields and areas designated for beautification by clearing, grading, reseeding, weeding and lining;

May be responsible for security of public works building and equipment during non-work hours.

FULL PERFORMANCE, KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL

CHARACTERISTICS: Willingness to perform routine manual tasks; ability to lift heavy weights; ability to follow simple oral or written instructions; ability to take and relay messages received by phone and two-way radio; ability to read and write; willingness to work outside in all weather conditions.

MINIMUM QUALIFICATIONS: None.

Painter

DISTINGUISHING FEATURES OF THE CLASS: This is skilled work involving responsibility for journeyman performance of a variety of painting tasks and odd jobs requiring a good knowledge of the trade. General instructions are received regarding tasks to be performed, permitting considerable leeway for planning the details of each assignment. Immediate supervision may be occasionally exercised over the work of helpers. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Prepares surfaces by scraping, sanding, washing, calcimining, applying paint and varnish remover, and brushing iron surfaces with wire brush to remove rust and scale;
Paints automotive equipment and bridges with spray gun;
Paints exteriors and interiors of building and structures;
Rimes walls before painting, makes plastering repairs, putties nail holes and cracks, glazes windows and cleans brushes;
Varnishes and shellacs floors and erects scaffolds;
Fills, shellacs and varnishes desks, tables and furniture;
Mixes and tints all types of paints;
Does work in other trades of paints;
Does work in all other trades occasionally.

FULL PERFORMANCE, KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Good knowledge of common practices, tools, terminology and accident precautions of the painting trade; ability to follow oral and written instructions; ability to operate power painting equipment; ability to rig and work from scaffolds, ability to lay out work for self and others; good color perception; good motor and hand and eye coordination; manual dexterity.

MINIMUM QUALIFICATIONS: One (1) year of experience as a skilled painter.

NOTE: Verifiable part-time and/or volunteer experience will be pro-rated toward meeting full-time experience requirements.

APPENDIX B

GUIDELINES FOR THE OVERTIME POOL

1. The District will send out a request to all bargaining unit members asking them if they wish to volunteer to become part of the overtime pool.
2. The District will establish a rotational seniority list from the pool and confirm such list with the Union.
3. The list will designate the seniority and classification of each participant.
4. When the overtime pool is utilized, the District will first attempt to assign the overtime work to an employee in the same classification where the overtime work occurs.
5. If the overtime work cannot be matched by classification, employees outside the classification may be assigned the overtime work and receive the rate of pay of their regularly assigned job classification.
6. Prior to utilizing the overtime pool, all overtime work will first be offered internally in the school or department where it occurs.
7. When the overtime pool is utilized, an employee will be allowed one opportunity to refuse such work. A second refusal by the same employee will result in the employee being removed from the overtime pool for a period of three (3) months.
8. An employee who is removed from the overtime pool due to his/her second refusal will have the opportunity to appeal such removal to the Superintendent of Schools or his/her designee for reinstatement. Based on the facts of the appeal, the Superintendent of Schools or his/her designee will have the right to grant reimbursement.

APPENDIX C

VACATION

EMPLOYEE	Date of Hire
Dorsino, Darren	1981
Sherman, Fred	1981
Kessler, Patrick	1980
Gleba, Greg	1983
Carey, Andrew	1984
Boyce, Gary	1983
Studer, Jerry	1984
Strange, Joseph	1982

The following employee will continue a 5th week of vacation:

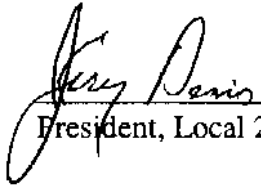
Edmund Chimielewski

APPENDIX D

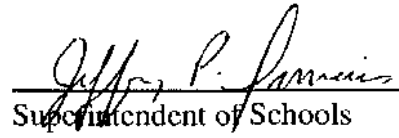
VEHICLES

EMPLOYEE
Cania, Larry
Gleba, Greg
Stannard, Pete
Sherman, Fred
Bartlett, Dave
Dorisino, Darren
Kessler, Pat

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above set forth.



President, Local 200 United



Superintendent of Schools

MEMORANDUM OF AGREEMENT

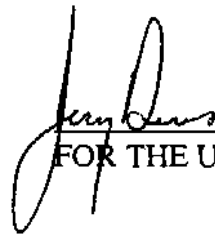
This is to confirm the understanding between the parties that sick leave abuse by bargaining unit members, is not beneficial to the School District, the Employees, or the Union. Therefore, in cases of apparent sick leave abuse, the District shall notify the Union Divisional President of the alleged offense and the Divisional President shall counsel the individual involved against abuse of sick leave.

If abuse continues, the District may request verification by a doctor's certificate. Such request for verification shall be made to the employee in writing prior to the effective date of the request, and shall remain in effect for a six month period.

The foregoing does not preclude the District from requiring a doctor's certificate where reasonable or permitted by the written agreement or prior practice of the parties.



FOR THE DISTRICT



FOR THE UNION

MEMORANDUM OF AGREEMENT

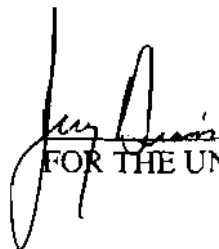
Both parties maintain that Article XI "Paid Holidays" Section 1 and Section 2 remain intact to read as per previous contract (1996-1999) for the duration of this agreement (1999-2002).

This means the proposed article under Section 1A reverts back to the holidays outlined in the 96-99 agreement and one (1) floating holiday added to the list of paid holidays is hereby withdrawn.

This also means Section 2B is reinstated and not withdrawn from the article as previously agreed upon.



FOR THE DISTRICT



FOR THE UNION

