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**ROME CITY SCHOOL DISTRICT
AIDES/ TEACHING ASSISTANTS,
MONITORS AND CAFETERIA UNIT**

^{7/1}
2005 - 2008 ^{6/30}

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JAN 16 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

285

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**ROME CITY SCHOOL DISTRICT AIDES, TEACHING ASSISTANTS,
MONITORS AND CAFETERIA UNIT
CIVIL SERVICE EMPLOYEES ASSOCIATION**

ARTICLES OF AGREEMENT

2005-2008

PREAMBLE

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 of Schools and the Aides, Teaching Assistants, Monitors and Cafeteria employees represented by the Rome City School District Civil Service Employees' Association (hereinafter referred to as the "Association").

RECOGNITION

The Board of Education of the Rome City School District hereby recognizes the Aides, Teaching Assistants, Monitors and Cafeteria Unit of the Civil Service Employees' Association) Inc. as the exclusive representative for the Aides, Teaching Assistants, Monitors and Cafeteria Employees Negotiating Unit of the Rome City School District.

NEGOTIATING PROCEDURES

Agreements between public employers and employee organization: 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE I

EMPLOYEE RIGHTS

- A. The Superintendent hereby agrees that every employee shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection.

- B. Nothing contained herein shall be construed to deny or restrict to any employee rights he/she may have had under the Civil Service Laws.

- C. The Superintendent agrees to honor all reasonable requests for public information which is readily available and will help the Association fulfill its functions as exclusive representative of the Aides, Teaching Assistants, Monitors and Cafeteria employees.

- D. All employees shall be given copies of evaluations made and signed by his/her principal or supervisor. 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.

ARTICLE II

OVERTIME

- A. Weekly overtime shall apply consistent with applicable law. Overtime must be authorized in writing by immediate supervisor.

- B. Compensatory time may be taken instead of overtime pay by the mutual agreement between the employee and the immediate supervisor within the limits of the law. Calculation of compensatory time shall be equivalent to the calculation of cash overtime as defined in (A) above.

- C. Overtime will be based on hours worked in excess of 40 hours in a work week, compensated leave days will not be credited as time worked for the purpose of overtime.

- D. Call back time shall be earned on an hourly basis computed upon the number of hours the employee is working in the school plus one-half (1/2) hour additional.

- E. Bargaining unit members shall be compensated at the applicable straight or overtime rate for all time spent in attendance at faculty/staff meetings which are held before or after the employee's regularly-scheduled hours, when such attendance is mandated by the employee's supervisor. Employees shall be informed of such meetings at least three (3) working days prior to the meeting. Occasionally, emergency meetings may require shorter notice.

- F. When an employee is scheduled to work on a day he/she normally has off, the employee shall be compensated at one and one-half times (1 1/2) times his/her normal rate of pay for all hours worked.

ARTICLE III

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, vacation, etc.

- B. The Superintendent will notify the President of the Association, within fifteen (15) days, of all new employees hired, their position, step, titles, and salary or hourly pay.

- C. Upon the request of the Unit President, the District will make available, monthly, a list of all unit employees.

ARTICLE IV

HOLIDAYS

- A. TEN MONTH SALARIED PERSONNEL EXCEPT TEACHING ASSISTANTS:
REMEDIAL, TEACHING ASSISTANTS, SPECIAL EDUCATION, TEACHER
AIDE: LIBRARY AND COOK MANAGERS:

School conference days will be unpaid holidays. However, if required to work, compensation will be at the regular rate.

ARTICLE V

GRIEVANCE AND DISPUTE PROCEDURES

The Superintendent of the Rome City School District and the Aides, Teaching Assistants, Monitors and Cafeteria Unit in compliance with Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962) regarding the establishment of grievance procedures for public employees, does hereby establish and adopt the following procedures for the orderly settlement of grievances of members of the staff of the Rome City School District to be effective immediately.

A. Basic Principles

1. A grievance is an alleged violation concerning the interpretation, application, or claimed violation of specific terms and conditions of condition of this contract.
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, interferences, 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 if mutually agreed.
7. It shall be the responsibility of the Superintendent of Schools to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures.
8. The function of these procedures is to assure equitable and proper treatment under the terms and conditions of this contract. 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. Any dispute arising concerning the interpretation or application of the terms and conditions of this contract or the rights claimed to exist therein shall be processed in accordance with the following procedures which apply to grievances as well.

ARTICLE V

(Continued)

B. Procedures

1. Informal Stage

The aggrieved individual shall orally present his/her grievance within ten (10) working days of the time he/she knew of such event. The immediate supervisor shall orally and informally discuss the grievance with the aggrieved individual. The immediate supervisor shall render his/her determination to the aggrieved individual within five (5) working 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) working days after a determination has been made at the preceding stage, the aggrieved individual may make a written request to the Superintendent of Schools or his/her designee, for review and determination. A copy of the request will be sent to the immediate supervisor.
- 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) working 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), the Superintendent of Schools or 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) working 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 (10) working days after the written statements pursuant to paragraph (B) have been presented to him/her.

ARTICLE V

(Continued)

B. Procedures (continued)

2. Formal Stage (continued)

- e. If the grievance is not satisfactorily resolved at this stage, the aggrieved individual may proceed to arbitration.
- f. Two or more grievances shall not be consolidated for arbitration without the express consent of both parties.

C. Appellate Stage

- 1. Within ten (10) working days after a determination has been made at the preceding stage, the aggrieved individual or the Association may initiate arbitration by giving written notice to the District and filing a demand with the American Arbitration Association (AAA). The proceeding will thereafter be governed by the AAA's Voluntary Labor Arbitration Rules.
- 2. The expenses of arbitration, exclusive of attorney's fees, shall be borne by the losing party.
- 3. In the event that a dispute arises in which the Superintendent or the Board alleges that the terms of this Agreement have been violated by an employee, a group of employees or the Association, the Board may, in its discretion, initiate a grievance with the employee, the group of employees, or the Association, as the case may be, or the Board may, in its discretion, pursue any other available remedy. The Board may elect to initiate arbitration by giving written notice to the Association and filing a demand with the AAA. The proceeding will thereafter be governed by the AAA's Voluntary Arbitration Rules.
- 4. The arbitrator shall have no power to add to, subtract from or modify any of the conditions or provisions of this Agreement.

GRIEVANCE FORM

Date: _____

Employee's Name: _____

Building: _____ Title: _____

Nature of Grievance:

Settlement Desired:

SIGNED: _____
Employee

SIGNED: _____
For the Association

ADMINISTRATIVE REPLY:

DATE: _____

SIGNED: _____
Supervisor

Fill out in Triplicate and Distribute to:

1. Supervisor
2. Association President
3. Employee

ARTICLE VI

TRAVEL COMPENSATION

Unit employees who are required to use their personal car for School business will be paid mileage at the I.R.S. rate in effect as of July 1 of each school year. School business shall include those employees traveling between their assigned schools on the same day.

ARTICLE VII

DEPOSITS AND DEDUCTIONS

- A. Direct deposit banks shall be limited to those with ten (10) or more District employees participating.
- B. Payroll deductions will be made as permitted by the regulations of the Comptroller of the State of New York unless prevented by the mechanical inability of the District to comply therewith.
- C. The Aides, Teaching Assistants, Monitors and Cafeteria Unit of the Oneida County Educational Local 869 of the Civil Service Employees' Association, Inc., shall have the right to membership dues deduction, upon the presentation of dues deduction authorization cards signed by individual employees. Such dues shall be remitted to the Civil Service Employees' Association, Inc., Capital Station, Box 7125, Albany, New York 12224, on a payroll period basis.

ARTICLE VIII

LEAVE OF ABSENCE

- A. An unpaid leave of absence of up to twelve (12) months' duration may be granted to any employee who has been employed by the District for a period of six (6) months or more, upon application and subject to the approval of the Superintendent. Leaves of absence of up to twenty-four (24) months may be granted such employees upon application, subject to the approval of the Superintendent and the rules and regulations of the Oneida County Civil Service Commission.

- B. An employee returning from leave shall be placed to their rate of pay which from which he or she went on leave, and be returned to his/her former position or equivalent if still in existence and whenever possible.

ARTICLE IX

SENIORITY

- A. The following provisions apply to the layoff and recall and, to the extent set forth in “2” below, lateral transfer and promotions, of non-competitive and labor class employees, solely.
1. Seniority shall be defined as the length of continuous service within the bargaining unit from the first date of probationary appointment in the Unit, subject to the other provisions of this Article and to the requirements of Civil Service Law and Regulations. Department seniority shall be defined as length of continuous service within the Department from the first date of probationary appointment in that Department.
 2. Subject to the requirements of the Civil Service Law, seniority, ability and qualifications shall be the factors considered in layoff and recall and in lateral transfer or promotion of unit members. Ability and qualifications being relatively equal, seniority shall prevail. Department seniority shall receive preference over Unit seniority for lateral transfer and promotion.
 3. In the case of job abolishment, reduction-in-force, layoff and recall, the following procedure shall prevail:
 - a. The employee involved shall have the right to replace the least senior employee, within the same title, if qualified.
 - b. If an employee cannot replace anyone within his/her title because of lack of seniority, he/she may replace the least senior employee in another title, if qualified.
 - c. Employees shall be recalled in reverse order of layoff.
 - d. The district shall give two weeks written notice prior to any layoff.
 - e. For the purpose of layoff, and only in the event that the seniority of two bargaining unit members is equal and such employees have the same date of hire, the tie will be broken in the following descending order:
 - 1) Date of original appointment to a position within the District;
 - 2) Education relevant to the position of layoff;
 - 3) Alphabetical order of last name.

ARTICLE IX

(Continued)

- B. 1. Whenever any vacant or new position shall occur in the Unit, the Superintendent shall publicize same by giving written notice of such position to the President of the Association and a copy sent to each building for posting. This notice shall set forth a description of qualifications for the position, including duties, salary and the procedures for interview, which shall be afforded each member of the Unit upon request. No position shall be filled except on a temporary basis until such position shall have been posted for at least five (5) working days prior to the last day on which applications will be accepted. Notification of final appointment shall be sent to the Association President with salary.
- 2. All openings for summer school positions, including special education positions, will be advertised in the same manner as provided for vacant or new positions.
- C. Seniority shall not accrue during an approved, unpaid leave of absence, but the employee shall be restored to his/her former job or its equivalent at the end of the leave period.
- D. Departmental seniority lists will be provided to the Civil Service Employees' Association every May 1st.
- 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. (1) If an employee has been unemployed by the District for a continuous period of twelve (12) months, unless on authorized leave of absence.

(2) It is also provided that the loss of time during a period for which an employee receives Worker's Compensation arising from an injury in the service of the District shall not be counted against him/her for the purpose of this sub-paragraph.

ARTICLE IX

(Continued)

E. (Continued)

4. (1) 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.

(2) 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, without giving sufficient excuse to the District, to report for work on the first day following the expiration of a leave of absence.

F. The seniority of full-time Licensed Teaching Assistant's shall be covered by Section 2510 of the Education Law.

G. The Executive Committee as defined as the President, Vice President, Secretary, Treasurer (maximum of one individual per title) will be granted super seniority as it relates to layoffs only.

ARTICLE X

PERSONAL LEAVE

1. At the beginning of each fiscal year, three (3) days personal leave shall be credited to each employee. While reasons for personal leave need not be given, it is understood that such a leave shall not be used for vacation purposes. If it is determined that an employee used personal leave for vacation, it shall result in the loss of pay. If any or all of these days are not used, they shall be added to the accumulated sick leave of the employee. Those employees hired on or after July 1, 2002 must have worked for six months in the District to be eligible for (3) personal leave days. Leave time will be awarded retroactively at the end of the six months.
2. An employee planning to use a personal leave day or days shall notify his/her principal or supervisor at least three (3) days in advance under optimum conditions, but at least one (1) day in advance, except in cases of extreme emergency.
3. Personal Leave shall not be used as a means to extend holiday time.

ARTICLE XI

SICK LEAVE

- A. At the beginning of each fiscal year the employee shall be credited with fifteen (15) days sick leave allowance for ten (10) month salaried personnel and ten (10) days sick leave for annualized employees (former hourly employees), except first year employees who shall accrue sick leave at the rate of one and one-half (1.5) days per month for salaried employees, and one (1) day per month for annualized employees (former hourly employees) upon their normally scheduled workday.
- B. The accrued maximum sick time shall be one hundred sixty-five (165) days for salaried employees and one hundred (100) days for annualized employees (former hourly employees) with the consideration of payment for unused sick leave days upon retirement in accordance with the laws in effect at the time of retirement.
- C. At or prior to September of each school year the Board shall notify each employee in writing of his/her accumulated sick leave.
- D. Employees who have exhausted their sick leave may apply to the Superintendent of Schools for an advance against future sick leave accumulation.
 - 1. All bargaining unit members out for (4) four or more days due to personal illness are required to have a doctor's note to return to work.
- E. Bereavement leave time shall be deducted from sick leave.
- F.
 - 1. There shall be a Sick Leave Bank for the purpose of making available, under the terms and conditions set forth in this Section, additional sick leave to employees who have exhausted current and accumulated sick leave, are unable to return to work because of prolonged serious illness or injury, and have no other source of income protection and/or accident and health insurance which would provide an income equal to the employee's salary.
 - 2. Any employee who has completed at least one year of service with the District (said year of service to commence with the date of the first day of actual work in the District) shall be eligible to contribute two (2) days of accumulated sick leave to the Bank. Said contribution shall be made by written notification to the Sick Leave Bank Committee by not later than November 1 or within 60 days after the first anniversary date of the employees first day of service to the District.
 - 3. Employees who do not so contribute to the funding of the Sick Leave Bank shall not be eligible to participate in the benefits of said Bank. Membership in the Sick Leave Bank will begin on the date of receipt of the application by the Sick Leave Bank Committee. In the event that an employee does not apply for membership in the Sick Leave Bank within the time frame as outlined above, said Employee will be prohibited from joining the Sick Leave Bank until the next school year.

ARTICLE XI

SICK LEAVE

(continued)

4. Contributions to the Bank by employees may be made as necessary during any Bank year .The bank may be replenished by additional contributions by eligible employees said contributions to be made by written notification to the Committee.

5. The Sick Leave Bank shall be administered by a Committee consisting of three (3) members appointed by the President of the Association and one (1) member appointed by the Superintendent who shall be mutually acceptable to both parties. The Committee shall maintain a current inventory of available sick bank days and make determination regarding all application to use said available days. In no event, however, shall any decision of the Committee be considered to be a proper subject to be processed under Article V, Grievance and dispute procedures of the Agreement and the decisions of the Committee shall be specifically excluded from the provision of that Article.

6. For the purpose of this Article, the term "serious illness or injury" shall be defined as one which is generally regarded as such by the medical profession. Applications for use of additional sick leave days shall be accompanied by written confirmation/verification from the applicant's attending physician and the anticipated date of recovery and return to work. Such application must be made at least ten (10) working days in advance of anticipated need. The committee may waive the ten (10) day period in the event of emergency. The decision of this Committee is final and binding and not subject to the grievance procedure.

7. Eligible employees may submit a request to use the Sick Leave bank once each school year. An employee may be granted a maximum of forty- five (45) days from the bank for any eligible illness or injury. It is not intended to cover absences of a single day, or several days, where there is no serious or prolonged illness or injury or where no bona fide economic hardship exists.

8. Applications should be accompanied by written confirmation/verification from the applicant's attending physician and anticipated date of recovery and return to work. The Committee has the right to request additional medical information if needed.

9. If an employee is receiving any District-sponsored Disability or Worker's Compensation Insurance benefit, the dollar amount per day for which the employee is eligible shall be forwarded to the District. The dollar amount shall be converted to a fraction of the person's regular daily pay and the Bank shall be charged one (1) less this fraction. Any person failing to comply with the above shall be deemed ineligible to use days from the Sick Leave Bank.

DATE _____

SICK BANK DONATION LETTER

TO THE SICK BANK COMMITTEE:

I, _____, WISH TO BECOME A MEMBER

OF THE SICK BANK. I WOULD LIKE TO DONATE _____ DAYS FOR THE SCHOOL

YEAR, WHICH WILL BE DEDUCTED FROM MY SICK DAYS ACCOUNT. I KNOW

THAT BY BECOMING A MEMBER, I CAN APPLY FOR THE SICK BANK IF NEEDED.

THANK- YOU

NAME: _____

SCHOOL: _____

HOURS PER I DAY: _____

PLEASE SUBMIT TO: ROSALIE OLIVER..... STALEY CAFÉ

BY NOVEMBER 1ST. ANY FORM NOT COMPLETELY FILLED OUT WILL BE

SENT BACK TO THE MEMBER WHICH MAY PUT YOU PAST THE NOV.1ST

DEADLINE

THANK- YOU

THE SICK BANK COMMITTEE

DATE _____

SICK BANK REQUEST FORM

I, _____ AM REQUESTING _____ DAYS
FROM THE SICK BANK. AS OF THE ABOVE DATE I HAVE _____
SICK/PERSONAL DAYS OF MY OWN. ATTACHED YOU WILL FIND A LETTER FROM
MY DOCTOR EXPLAINING: MY ILLNESS / SURGERY, AND HOW LONG I WILL BE
OUT OF WORK.

THANK-YOU

NAME: _____

SCHOOL: _____

POSITION: _____

HOURS PER/DAY: _____

PLEASE SUBMIT TO: ROSALIE OLIVER.... STALEY CAFÉ....

PLEASE NOTE: ANY FORM NOT COMPLETELY FILLED OUT IN FULL WILL BE SENT
BACK TO THE MEMBER, WHICH MAY PUT THE MEMBER UNDER THE 10 DAY
PRIOR NOTICE. (SEE SICK BANK SECTION OF THE 2005-2008 CONTRACT)

TO BE FILLED OUT BY THE SICK BANK COMMITTEE

DENIED: ____ (THE COMMITTEE FELT THAT YOUR ILLNESS / SURGERY DID NOT
QUALIFY UNDER OUR GUIDELINES)

APPROVED: ____ (YOUR REQUESTED DAYS WILL BE APPLIED TO YOUR SICK
DAYS.

THANK-YOU
THE SICK BANK COMMITTEE

ARTICLE XII

HEALTH INSURANCE

- A. The District shall pay one hundred percent (100%) of the cost for an employee's hospitalization insurance and seventy percent (70%) of the cost for an employee's dependents' hospitalization insurance. Members who retire during the term of this contract shall continue to receive this benefit. The parties agree to a change in the Prescription Drug Co-payment amount, effective July 1, 2005, the union agrees that the co-pay obligation for prescription drugs will be \$10.00 co-pay for generic name drugs and a \$20.00 co-pay for preferred brand prescriptions and \$30.00 co-pay for non preferred as required.

The District shall make available to bargaining unit members in 1991-92 an Internal Revenue Service (IRS) 125 Plan as long as such plan is allowable under the Internal Revenue Service Rules and Regulations. Participation in the 125 Plan shall be limited to payroll deduction for employee premium contributions and dependent care.

Effective 7/1/93 there shall be a prohibition on dual family coverage for two (2) married persons employed by the District who would otherwise be entitled to such coverage. In addition, two (2) married persons without dependents shall be limited to two (2) individual plans.

The parties agree that the IRS 125 Plan shall be amended to add the option of an unreimbursed medical expense account. Any employee electing this option shall be responsible for payment of the resulting administrative costs.

Those employees hired after October 1, 1999 will be responsible for paying ten (10%) of the cost of the individual coverage or thirty percent (30%) of family coverage, depending on their coverage needs.

- B. The District shall have the right to change health insurance carriers or pursue a plan of self insurance provided that the benefits being offered by the new insurance carrier and/or plan of self insurance shall be equal to or better than those being realized at the time of change and provided that there being no lapse of coverage for pre-existing conditions by virtue of restrictions concerning employee eligibility.

ARTICLE XII

HEALTH INSURANCE

(continued)

B. (continued)

In the event the District considers an alternative health coverage plan, it agrees to convene a committee to study such plan and agrees to include C.S.E.A. representation on such committee.

The C.S.E.A. has the right to request and receive from the plan administrator information concerning the costs, utilization, and operation of the negotiated health care program.

C. The Board shall provide for paid health insurance for any retiree who has completed at least ten (10) consecutive years of service, retires and receives or if ineligible to participate, would otherwise qualify for benefits from either the NYSERS or TRS, during the term of this contract. The rate of the Board's contribution shall be the same as that in effect during the employee's last year of employment.

D. 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 \$1,000 minus taxes and other applicable withholding. 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 \$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 prorata adjustment of the \$1,000.00 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.

**ROME CITY SCHOOL DISTRICT
112 East Thomas Street
Rome, New York 13440
Telephone (315) 334- 7400**

Individual Medical Coverage Declination Form

- I hereby exercise my option to decline my individual medical coverage provided by the Rome City School District.

- I request that I be covered as a dependent on the insurance of my spouse. (see below)

- I understand that by declining my medical coverage, I will receive a \$1,000 stipend (minus taxes and other applicable withholdings) no later than one month following the filing of this form with the Health Insurance Office.

- I understand that this agreement shall remain in force in succeeding years unless I choose to terminate this declination.

- I understand that, because at all times, I remain covered by a group plan in this District, there will be no question of medical eligibility or pre-existing conditions raised when my status under this waiver changes.

- I understand that if I choose to terminate this declination, I must do so no later than June 15th of the preceding plan year.

- I understand that as a new employee hired after June 15th, this election must be made within one week after the date of notification by the District.

- I understand that if the election is made after June 15th, the \$1,000 payment will be prorated based on the number of months remaining in the plan year following the election.

Declining Employee Signature	Date	Spouse's Name	Date
Print Employee Name Here		Spouse's Insurance Plan	
Employee Social Security Number			

Note:

Upon execution of this agreement, the employee designated to fund dependent coverage must inform the Health Insurance office of this change immediately.

ARTICLE XIII

RETIREMENT

- A. Retirement benefits shall include the 1/50th- 75i-non-contributory plan (career) which is enjoyed by the New York State Employees.
- B. Health Insurance for retirees shall be governed by Article XII (A).
- C. The District shall subscribe to Section 41J of the New York State Retirement and Social Security Law allowing application (by the employee) of unused sick leave as additional service credit upon retirement.
- D.
 - 1. Upon retirement or disability causing retirement, any employee who is not covered by Section 41j of the New York State Retirement and Social Security Law and who has served at least ten (10) years in the Rome Public Schools will be granted terminal pay added to his or her final year's salary.
 - 2. An employee qualifying under paragraph (1) shall be paid an amount equal of 1/400 of his or her final year's salary times 1/3 of his or her accumulated unused sick days.
 - 3. Each employee qualifying under paragraph (1) must submit a formal letter of retirement at least one semester (six months) prior to the actual retirement. Where unusual circumstances exist, the six-month notification requirement may be waived at the discretion of the Superintendent.
 - 4. In the case of death, money owed to the individual under this provision will be paid to the same beneficiary as stipulated on the New York State Retirement Plan unless otherwise stipulated by the individual.

ARTICLE XIV

LEAVE FOR ASSOCIATION BUSINESS

- A. The Association President or his/her designee shall have up to three (3) days per year to attend C.S.E.A. meetings with no loss of pay or deduction from personal leave.

ARTICLE XV

TRANSFERS

- A. When involuntary transfers are necessary, the transfer will be made only after a meeting with the employees and the supervisor. Notice of such transfers shall be given to the President of the Association.
- B. Whenever any teaching assistant positions shall become vacant between the end of the school year and the beginning of the succeeding school year, the Superintendent shall publicize the same by giving written, first-class notification to the Association President and posting at the Board of Education Office. Teaching Assistants will be allowed to be interviewed for transfer to vacant positions which occur. Selection of the successful candidate will be made upon the conclusion of the interview process, appointment of the successful candidate to the vacant position will be made at the start of the following school year or earlier at the districts options.
- C. An employee who desires a change in grade and/or assignment, or who desires to transfer to another building, shall file directly with the office of the Deputy Superintendent an application for voluntary transfer at such time as the vacancy which they seek is posted. Such applications will be held in active status for one year. Employees may also submit a request to be considered for any vacancies that may occur during the summer.
- D. Request for transfer shall be as follows:
 - 1. A request by an employee who had previously been transferred involuntarily shall be given first consideration.
 - 2. An employee declared in excess in one school shall have preference in filling a vacancy in a comparable position in another school.

ARTICLE XVI

JURY DUTY

- A. Jury Duty Leaves will not be charged but compensation for jury service is to be returned to the District, exclusive of expenses for an employee to receive compensation for such days from the District.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. This Agreement shall supercede any rules, regulations or practices of the Superintendent which shall be contrary to or inconsistent with its terms except that any item or items contrary to law shall be null and void. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Superintendent.
- C. Any individual arrangement, agreement, or contract between the Superintendent and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement.
- D. Copies of this Agreement shall be printed at the expense of the Board and shall be given to all members of this Association now employed, within one month of the signing of the contract.
- E. All full-time teaching assistants shall receive a one-half (1/2) hour unpaid lunch period.
- F. The district agrees to create the title of "disciplinary aide." This title shall replace the previous title of disciplinary attendant and discipline monitor. In recognition of the specific needs of disciplinary aides and the requirements placed on these employees, the parties agree to the following:
 - 1. Disciplinary aides shall work an eight-hour normal workday.

ARTICLE XVII

(Continued)

- F. 2. The work year for disciplinary aides shall be equal to the approved school calendar for teachers.
- 3. Whenever practicable and consistent with the District's program needs, the District will schedule training during Superintendent's Conference Days. Said training shall include but not limited to SKIP training, CPR and First Aid and any and all training by law. Should an employee be assigned to said training, said employee shall receive paid time for training.

ARTICLE XVII

SALARIES

- A. In the event that a school, after opening for the school day, is closed due to weather conditions or some emergency condition, the annualized employees (former hourly employees) at that school who have reported for work on that day but are sent home due to the closing of the school shall be paid for the hours they have actually worked that day or for three (3) hours of work, whichever is greater.
- B.
1. When a Cook-Manager is absent, the person performing the duties of the Cook-Manager will receive an additional \$1.50 per hour to his/her current rate of pay.
 2. Cook-Managers serving a satellite school will receive one hundred fifty dollars (\$150.00) for each school served.
 3. In the event of promotion, the employee promoted will be credited with probationary time served in that classification. Promotion is defined as advancement from a position which has a lower starting base salary rate than the position to which he/she is ascending. This comparison is based on an equivalent work year (month) and workweek (hours). When an employee is promoted to a new title, the new salary will be at the new hire rate for the position, or will receive their current rate of pay, plus \$500 whichever is greater, plus all stipends where due.
 4. The School District will arrange for physicals when required for continued employment.

ARTICLE XVIII

(Continued)

B. (Continued)

5. Cook-Managers, Cooks, Assistant Cooks and Food Service personnel will each be provided two aprons by the District at the beginning of every school year. Such aprons and shoes with non-skid soles must be worn at all times while on duty. It shall be the responsibility of each employee to launder and maintain in good repair his or her aprons. No shorts or sleeveless shirts or blouses may be worn. Dress blue jeans will be allowed. Additionally, each such employee shall be entitled to an allowance of thirty dollars (\$30.00) per year for the purchase of shoes with skid-resistant soles, as characterized by the manufacturer, upon presentation to the School Lunch Manager of the article and a completed Uniform Voucher, a sample form which is incorporated herein by reference.
6. Extra Duty Rates for Cafeteria employees shall be computed as follows: time and one-half the employee's regular rate of pay for weekday evenings and Saturdays; double time the employee's regular rate of pay on Sundays.

- C.
1. The work year for Library Aides shall be equal to the approved school calendar for teachers. The Library Aides' workday will be scheduled at the District's discretion. Five and one-half (5.5) or six (6) hours shall constitute the normal workday and a salary schedule shall be established for each. This shall not, however, constitute a guaranteed workday or workweek. The District shall publish, at least annually, a list designating which schools' Library Aides shall work five and one-half or six hours, respectively, provided, however, that the list may be amended at the District's discretion. Library Aides working more than six or less than five and one-half hours shall have their salaries adjusted pro-rata.
 2. The work year for Teaching Assistants shall be equal to the approved school calendar for teachers. The salaries of all Teaching Assistants who work less than the formal instructional day (6 hours) will be prorated in proportion to the hours worked.

ARTICLE XVIII
(Continued)

- D. 1. The following is the agreed method of distribution: (exclusive of increment or Longevity):
1. Effective July 1, 2005 grant all bargaining unit members an across-the-board wage increase of 4.5% of their total 2004-2005 salary.
 2. Effective July 1, 2006 grant all bargaining unit members an across-the-board wage increase of 4.5% of their total 2005-2006 salary.
 3. Effective July 1, 2007 grant all bargaining unit members an across-the-board wage increase of 3.5% of their total 2006-2007 salary.
 4. Effective 7/1/05, the parties agree to eliminate all reference to a wage schedule. It is agreed that bargaining unit members who are currently on schedule will be removed from the schedule and will be placed on a flat rate system. The flat rate will be the individual's 04-05 rate. It is agreed that all bargaining unit members will be on the flat rate system. The flat rate of pay for new hirers effective 7/1/05 will be equivalent to the 04-05 starting rate for the position and will be adjusted by the agreed upon contractual increases beginning 7/1/06.
 5. Members working in the food service & monitor group their annualized amount will be based on the number of full days in which school is in session and students report. Individuals will be paid for actual hours of work on days in which students are not in session for a full day.
- E. 1. Effective July 1, 1997: Bargaining unit employees who have completed twenty (20) full years of continuous service in the bargaining unit shall be entitled to a longevity stipend of \$200 annually, commencing on July 1 following the completion of such years of service. The longevity stipend will be paid in the last pay period of June in a separate check.
*Note: Notwithstanding the aforementioned, effective June 2002, longevity stipends, which were previously paid in September, shall be paid the last pay period in June
- 2) Effective July 1, 1997: Bargaining unit employees who have completed twenty-five (25) full years of continuous service in the bargaining unit shall be entitled to an additional longevity stipend of \$250 annually, commencing on July 1 following the completion of such years of service. The longevity stipend will be paid in the last pay period of June in a separate check.

Article XVIII
(continued)

- F. In the event that a Teacher Assistant or Aide is required to substitute for a teacher, said employee shall receive, in addition to his/her normal rate of pay \$2.00 an hour stipend for all hours worked as a substitute.

- G. Per diem substitutes who are not on the District's preferred eligibility list working in excess of twenty (20) consecutive days in a single given position (same individual) will, as of the twenty-first day, be entitled to the base rate of the position within the unit, retroactive without fringe benefits. Food Service Workers and Cooks are required to work twenty consecutive days but not necessarily for the same individual.

ARTICLE XIX

NO STRIKE

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

ARTICLE XX

SUPPORT OF EXCLUSIVE AIDES. TEACHING ASSISTANTS, MONITORS AND CAFETERIA UNIT REPRESENTIVE

- A. Effective July 1, 1988, all members of the bargaining unit who are newly employed for the 1988-89 school year and thereafter and who do not join the Association, shall pay to the Association a service charge as a contribution towards the cost of administration of this Agreement and the representation of such employees. The amount of such service charge shall be equivalent to the dues required of members of the Association. The service fee shall commence thirty (30) accumulated school days after employment, and shall be deducted by the District subject to the provisions of the applicable law, from each employee's paycheck in equal installments beginning with the first paycheck after the thirty (30) school days have been compensated.
- B. Present employees who are members of C.S.E.A. as of July 1, 1988 will either remain a dues paying member or pay agency fee.
- C. In the event that the District incurs any liability for damage, litigation expenses, or any other expenses whatsoever in connection with the agency fee deduction, the Association agrees to indemnify the District and hold it harmless for such expenses.
- D. The Association certifies that it has created a legal refund procedure for agency fee payers who object to illegal expenditures, and that it has procedures dealing with such fees and with agency fee payers in a lawful manner.

ARTICLE XXI

PROFESSIONAL DEVELOPMENT REIMBURSEMENT

- A. Teaching Assistants and Library Aides shall receive one thousand dollars (\$1,000.00) additional salary credit upon receipt of an Associate's Degree. The Teacher Assistant or Library Aide must provide an official transcript showing successful completion of the requirements for an Associate's Degree. Upon receipt of such documentation, salary adjustments will be effective on the first pay period of the following September or January.
- B. 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 reimbursement 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. No one employee may take more than one class/course per year
 7. Students earning a grade of "A" or "B" will be reimbursed up to \$200 per year for the course.
 8. Students earning a grade of "C" will be reimbursed up to \$100 per year for the course.
 9. There will be no reimbursement for a grade less than "C".
 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

ARTICLE XXI

PROFESSIONAL DEVELOPMENT REIMBURSEMENT

(continued)

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 year following completion of the course or reimburse the District for the amount of the educational assistance received.
- C. The parties agree that Section B of this article is done on a trial basis and will remain in effect for only the duration of this agreement.

ARTICLE XXII

MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights, and responsibilities possessed by the District are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the District; to determine the facilities, methods, means and number of personnel required for conduct of District programs; the selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish the specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

**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	Credit 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 Article XXI of 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 Deputy Superintendent.

Employee Signature: _____ Date: _____

For office use:

Approved _____ Disapproved _____

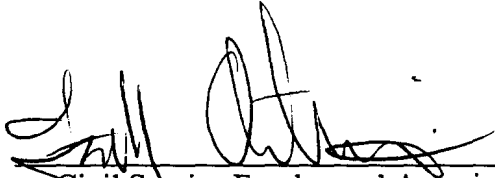
Date of Action _____ Director of Human Resources / Athletics

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


ARTICLE XXIII

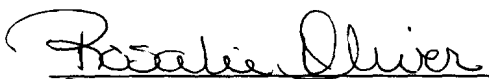
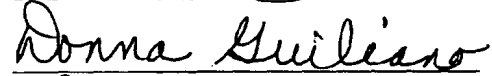

DURATION OF AGREEMENT

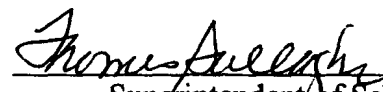
This Agreement shall be in effect from July 1, 2005 through June 30, 2008.


Civil Service Employees' Association


Superintendent's Representative


President, Local Chapter C.S.E.A.


Superintendent of Schools

Dated this 28 day of September, 2005

APPENDIX A

UNIFORM VOUCHER

City School District
of
Rome, New York

NAME: _____

ADDRESS: _____

DATE: ____ / ____ / ____

ITEM PURCHASED: _____ AMOUNT: \$ _____

I hereby certify that the above articles and receipts were presented and approved.

SCHOOL LUNCH MANAGER

I, _____, hereby certify that the described articles
have been purchased and that the charges represent true charges.

EMPLOYEE

DATE

APPENDIX B				
SALARY AND WAGE SCHEDULE				
CSEA - AIDES, ASSISTANTS, MONITORS, CAFETERIA UNIT				
2005 - 2008				
NEW HIRE SCHEDULE				
	2004-05	2005-06	2006-07	2007-08
POSITION	RATE	RATE	RATE	RATE
COOK MANAGER	\$13,102	\$13,102	\$ 13,692	\$ 14,171
COOK	\$ 10.80	\$ 10.80	\$ 11.29	\$ 11.68
ASSISTANT COOK	\$ 10.09	\$ 10.09	\$ 10.54	\$ 10.91
FOOD SERVICE	\$ 8.58	\$ 8.58	\$ 8.97	\$ 9.28
MONITOR	\$ 8.58	\$ 8.58	\$ 8.97	\$ 9.28
LIFEGUARD *		\$ 8.58	\$ 8.97	\$ 9.28
TEACH ASST./TEACH AIDE/CA (6 HOURS)	\$ 10,148	\$ 10,148	\$ 10,605	\$ 10,976
TEACH ASST./TEACH AIDE/CA (8 HOURS)	\$ 13,531	\$ 13,531	\$ 14,140	\$ 14,635
* LIFEGUARDS ARE A 6.5 HOUR CERTIFIED POSITION.				
** ALL EMPLOYEES ON PAYROLL PRIOR TO JULY 1, 2005, ARE LISTED IN A MEMORANDUM OF AGREEMENT HOUSED IN HUMAN RESOURCES OFFICE, PAYROLL OFFICE AND WITH UNION OFFICIALS.				
*ALL STIPENDS WILL BE APPLIED TO ABOVE RATES AS APPLICABLE				

