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WJ/6061

AGREEMENT

by and between the

ROME CITY SCHOOL DISTRICT

and the

CSEA, INC. LOCAL 1000

AFSCME, AFL-CIO

Since 1910



New York's LEADING Union

Rome CSD Clerical Unit 7763-00
Oneida County Educational Local 869

JULY 1, 2013 – JUNE 30, 2016 rev.

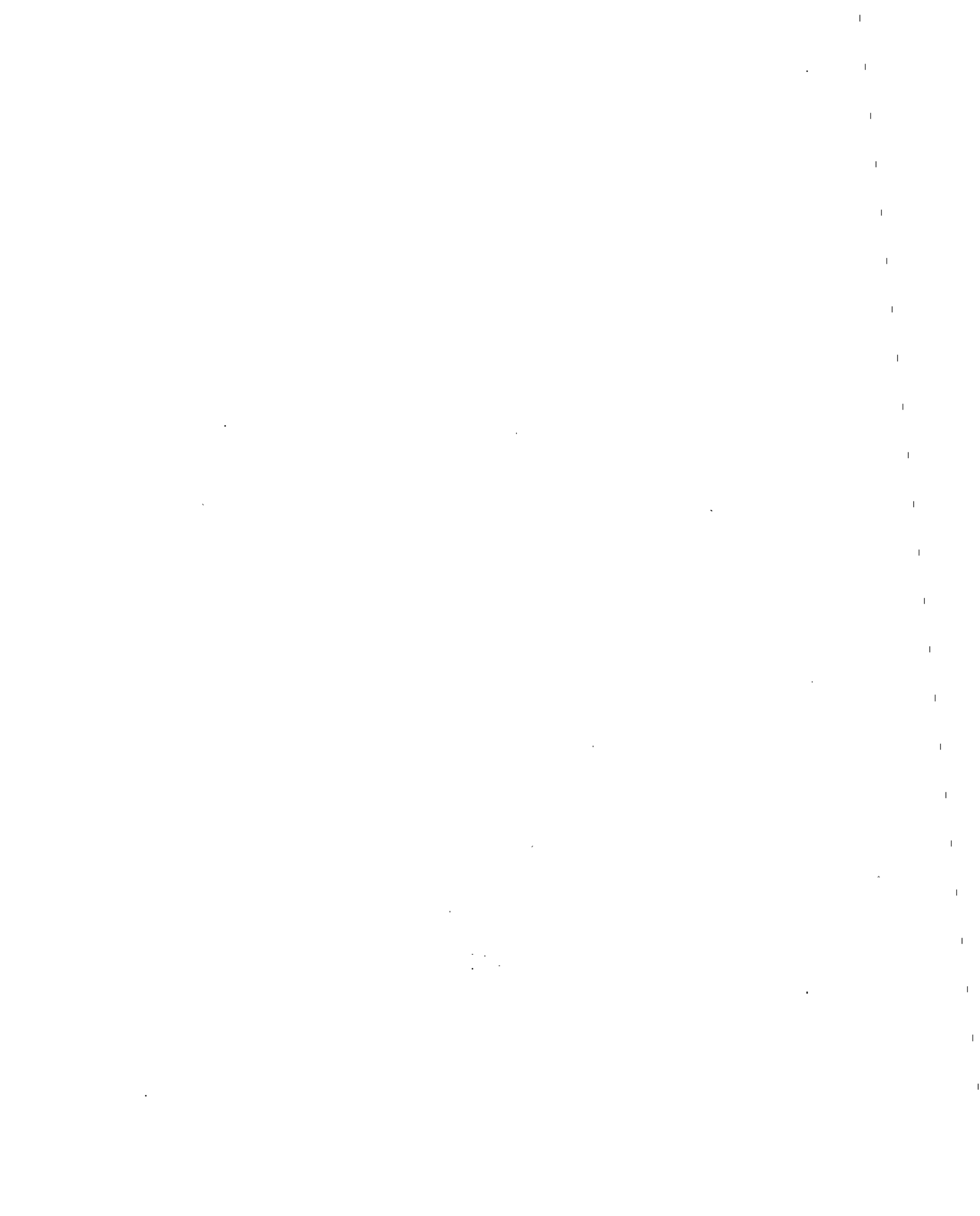


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ARTICLES OF AGREEMENT
2013 - 2016

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 secretarial and clerical employees represented by the Rome City School District Clerical Unit of the Oneida County Educational Local 869 of the Civil Service Employees' Association, Inc., Local 1000, AFSCME, AFL-CIO (hereinafter referred to as the "Association").

RECOGNITION

"The Rome City School District, Employer, recognizes the Civil Service Employees' Association, Inc., Local 1000, AFSCME, AFL-CIO as the exclusive bargaining representative for the secretarial and clerical employees of the Rome City School District."

NEGOTIATING PROCEDURES

"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."

The terms and conditions of employment provided in this Agreement shall remain in effect until
June 30, 2016

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 under the Civil Service Laws.
- C. The Superintendent agrees to honor all reasonable requests for public information which will help the Association fulfill its functions as exclusive representatives of the clerical personnel.
- D. All employees shall be given copies of evaluations made by his principal or supervisor and shall reserve the right to answer any derogatory statements made in this report.
- E. 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.

ARTICLE II

HOURS OF WORK

- A. Ten Month Personnel (Typists):
 - 1. When school is in session (including in-service, superintendent's and parent-teacher conference days) the work day for the District's ten month clerical staff shall be seven and one-half (7 1/2) hours in length, thirty-seven and one-half (37 1/2) hours per week excluding the lunch period, and may be scheduled at the discretion of the Superintendent, upon the request of the building principal or administrator. The starting and dismissal times and duration of lunch period for said work day shall be established by the building principal and/or supervisor prior to the first work week and submitted to the Director of Labor Relations. In the schools, at least one clerical person is to be on duty until 4:00 p.m. A copy of the ten month work schedule shall be furnished to the Association as soon as practicable after the commencement of the school year.

2. The work year for ten month employees shall commence on the Monday of the week prior to the commencement of the school year. Said work year shall be one hundred ninety-three days in length, exclusive of holidays, and shall terminate no later than June 30th.

B. Twelve Month School Staff:

1. Typist/Senior Typist
Account Clerk-Typist/Senior Account Clerk-Typist
Senior Payroll Clerk
Senior Typist/Senior Account Clerk-Typist/Office Manager

- a. Twelve (12) month personnel working in the schools shall adhere to the following schedule:

Seven and one-half (7 1/2) and eight (8) hour days, thirty-seven and one-half (37 1/2) or forty (40) hours per week, may be scheduled at the discretion of the Superintendent, upon the request of the building principal or administrator. The length of the noon hour shall consist of one hour for all employees. In the schools, at least one clerical member will remain on duty until 4:00 p.m.

- b. Central Office staff members (12 and 10 month) shall work seven and one-half (7 1/2) or eight (8) hours per day, thirty-seven and one-half (37 1/2) or forty (40) hours per week, at the discretion of the Superintendent of Schools, between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday. The length of the noon hour shall consist of one hour for all employees, to be scheduled with the consent of the employee's department supervisor to ensure office coverage. The Central Office schedule, with the exception of the staggered lunch hour, shall be uniform for all employees.

C. Eleven Month Employees

There shall be a category of employees which shall be known as Eleven (11) month employees. Titles specifically mentioned in this Section shall be placed in the Eleven month category.

1. a. Any member of the bargaining unit hired to function as a typist to a School Principal in the Elementary Schools will work a total of 208 days during the work year, (said work year to commence on July 1st) as follows: the two full consecutive weeks (Monday through Friday) prior to the opening of the Schools for the Fall term and an additional 10 (ten) days between July 1st and the last Friday before the Monday which begins the two consecutive week pre-opening period, said days to be scheduled by the Principal by the preceding May 1st and submitted to the Superintendent for approval or amendment, said action to be taken by the Superintendent by June 1st.

- b. When school is in session (including in-service, superintendent's and parent-teacher conference days) the work day for the District's eleven month clerical staff shall be seven and one-half (7 1/2) hours in length and thirty-seven and one-half (37 1/2) hours per week. The starting and dismissal times and duration of lunch period for said work day shall be established by the building principal and/or supervisor prior to the first work week and submitted to the Director of Labor Relations. In the schools, at least one clerical member will remain on duty until 4:00 p.m. A copy of the eleven month work schedule shall be furnished to the Association as soon as practicable after the commencement of the school year.

ARTICLE III

OVERTIME

- A. Overtime shall begin at the end of the regular work week and shall be compensated at the regular rate up to forty hours. Hours worked in excess of forty hours shall be compensated at one and one-half times the hourly rate.
- B. Time worked in clerical positions connected with the Rome Public Schools but not connected with regular position shall be added to the regular work week and compensated at the regular rate up to forty hours. Hours worked in excess of forty hours shall be compensated at one and one-half times the hourly rate.
- C. Compensated sick leave days will be credited as work time.
- D. Holidays worked shall be compensated at two times the hourly rate.

ARTICLE IV

VACATIONS

TEN AND ELEVEN MONTH PERSONNEL:

Refer to Holiday Schedule

TWELVE MONTH PERSONNEL:

- A. Vacation shall be one working day per month up to ten days. Vacation shall be accrued from the date of employment to the end of the fiscal year and shall be given during the following fiscal year.
- B. Three weeks vacation will be granted to employees after 5 years of service.
- C. After 11 years of service - 3 weeks plus 1 day
After 12 years of service - 3 weeks plus 2 days
After 13 years of service - 3 weeks plus 3 days
After 14 years of service - 3 weeks plus 4 days
After 15 years or more of service - four weeks

- D. Vacations shall be scheduled subject to approval of the immediate supervisor. Seniority shall be considered in the scheduling of vacations.
- E. Vacation time must be taken during the fiscal year except where authorized by the Superintendent of Schools.
- F. Vacation may be taken on a day-to-day basis at the discretion of the immediate supervisor.
- G. When a holiday falls during an employee's vacation, the immediate supervisor shall approve another day within the fiscal year to be treated as the holiday for that employee.
- H. In case of death, employee's beneficiary shall receive due vacation pay.
- I. If an employee becomes ill while on vacation, employee must notify immediate supervisor of said illness. Upon approval of immediate supervisor, sick days shall be charged to accumulated sick leave. If supervisor is not satisfied, Superintendent may request doctor's certificate.
- J. An employee may carry over, into the next fiscal year, up to five (5) vacation days that remain unused at the end of the fiscal year (June 30). Any additional vacation days that remain unused beyond five (5) will be lost.

If vacation days cannot be used because an employee is injured or becomes ill near the end of the fiscal year, or because the employee's supervisor does not approve his/her vacation, the Superintendent may, because of unique and compelling circumstances, allow the employee to carry some or all of such vacation days forward into the next fiscal year, or make a lump sum payment for some or all of such days. If the Superintendent chooses to make such a payment, it will be computed by multiplying the number of unused days approved for such purpose by the employee's normal daily wages less appropriate withholding. Any additional vacation days that remain unused beyond five (5) days will be lost unless the Superintendent allows the employee to carry some or all of such vacation days forward into the next fiscal year or approves payment for such days as described above.

ARTICLE V

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, health insurance, retirement, etc.
- B. The Board will notify the Association, within 15 days, of all new clerical employees hired, their position, step, titles, and salary or hourly pay.
- C. New employees shall receive a copy of this Agreement.

ARTICLE VI

HOLIDAYS

A. TEN AND ELEVEN MONTH PERSONNEL:

Ten and eleven month personnel shall have the following paid holidays:

Labor Day
Columbus Day
Veterans' Day
Day before Thanksgiving
Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Year's Day
Option Day before Christmas or New Year's
Martin Luther King Day
President's Day
Good Friday
Memorial Day

B. TWELVE MONTH PERSONNEL:

Twelve month personnel shall have the following holidays:

July 4
Labor Day
Columbus Day
Veterans' Day
Day before Thanksgiving
Thanksgiving Day
Day following Thanksgiving
Christmas
New Year's Day
* Option: Day before or after Christmas or day before or after New Year's
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day

* Option day as per Article VI-C.

C. When a holiday falls on Saturday or Sunday, the employee will consider Friday or Monday as the holiday, the choice of the day to be at the discretion of the immediate supervisor. In the event that school is in session on any one of the above listed holidays, then an option day or days will be granted at the employee's discretion with the consent of his/her immediate supervisor.

ARTICLE VII

GRIEVANCE AND DISPUTE PROCEDURES

The Superintendent of the Rome City School District and the Clerical Employees Unit, in compliance with Article 15-C of the General Municipal Law (Chapter 505 of the Laws of 1979) regarding the establishment of grievance procedures for public employees, do 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.

Basic Principles

1. Grievance shall be defined as any claimed violation, misinterpretation or inequitable application of the existing laws, rules, regulations, administrative orders, or work rules of the District which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees, or supervision of employees, but excluding any matter involving an employee's rate of compensation, retirement benefits, disciplinary proceedings, or any matter which is otherwise reviewable pursuant to law, or any rules or regulation having the force and effect of law. Any employee, however, shall continue to have the privilege of discussing any of these last named matters with his/her immediate supervisor 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 within ten days of the alleged grievance 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. 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.

ARTICLE VII

GRIEVANCE AND DISPUTE PROCEDURES

Basic Principles continued

8. 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 the 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.

9. The parties agree that two grievances may not be consolidated for arbitration under one demand unless both parties shall specifically agree thereto.

Procedures

1. Informal Stage

The aggrieved individual shall orally within ten days following the occurrence of the alleged grievance, present his/her grievance to his/her immediate supervisor who 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 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 five working days after a determination has been made at the preceding stage, the aggrieved individual may make a written request of the Superintendent of Schools or his/her designee for review and determination.
- 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 five 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 five 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 working 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 Appellate Stage.

3. Appellate Stage

- A. 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.
- B. The expenses of arbitration, exclusive of attorneys' fees, shall be borne by the losing party.
- C. 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.
- D. 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 _____ SIGNED _____

Employee

For the Association

ADMINISTRATIVE
REPLY _____

DATE _____ SIGNED _____

Supervisor

Fill out in Triplicate and distribute to:

1. Supervisor
2. Association President
3. Employee

ARTICLE VIII

TRAVEL INSURANCE

Clerical employees will not be required to use their personal cars for school business.

ARTICLE IX

DEPOSITS AND DEDUCTIONS

- A. Pay checks will be deposited for clerical employees upon request.
- B. Payroll deductions may be made for savings bonds and Credit Union unless prohibited by mechanical limitations.
- C. In the event Automobile and Homeowners Insurance becomes available to employees, payroll deductions may be made for same, unless prohibited by mechanical limitations.
- D. The Civil Service Employees' Association, Inc. shall have the right to membership dues payroll deductions upon presentation of dues deduction authorization cards, signed by the individual employee. Said dues shall be remitted monthly to the CSEA, Inc. to an address to be specified in writing.

ARTICLE X

LEAVE OF ABSENCE

- A. A leave of absence up to (2) years may be granted to any employee upon application, subject to the approval of the Superintendent of Schools. Leaves will not be granted if for other employment outside the bargaining unit.
- B. An employee returning from leave shall be placed on that step of the salary schedule and classification from which he or she went on leave, and be returned to his/her former position if still in existence and whenever possible.

ARTICLE XI
SENIORITY

- A. Seniority shall be defined as length of continuous service within the bargaining unit since last date of hire as established by the Board minutes.
- B. In the case of layoff and recall, Civil Service Law shall prevail. The layoff unit shall be defined as the School District. Seniority shall be retained during an approved leave of absence and the employee shall be restored to his/her former job or its equivalent at the end of the leave period.
- C. In the case of job abolishment, reductions-in-force, layoff and recall, the District shall give two weeks written notice prior to any layoff.
- D. 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 posting in each building. This notice shall set forth a description of the qualifications for the position, including duties, salary, per the clerical contract, and the procedures for interview, which shall be afforded each member of the Unit upon request. The notices will be mailed to ten and eleven month employees during July and August. No position shall be filled except on a temporary basis until such position shall have been posted for at least ten working days prior to the last day on which applications will be accepted. Notification of final appointment shall be sent to Association President with salary and step.
- E. Departmental seniority lists will be provided CSEA every October 1st.
- F. 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 period of twelve (12) months, unless on authorized leave of absence.

(ii) It is also provided that the loss of time during a period for which an employee receives Workers' 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, without giving sufficient excuse to the District, to report for work on the first day following the expiration of a leave of absence.

ARTICLE XII
PERSONAL LEAVE

- A. At the beginning of each fiscal year each clerical staff member shall be granted four (4) days personal leave.
- B. Clerical staff members shall give as much advance notice to the appropriate administrator as possible when requesting personal leave. Emergencies may preclude such advance notice.
- C. Unused personal leave days shall be credited to the employee's sick leave account at the end of each school year.
- D. Reasons for personal leave need not be given; however, personal leave shall not be used for vacation purposes. If it is determined that an employee used personal leave for vacation, it shall result in loss of pay.

ARTICLE XIII
SICK LEAVE

- A. At the beginning of each fiscal year the employee shall be credited with fifteen (15) days sick leave allowance for 10 month personnel.
- B. At the beginning of each fiscal year the employee shall be credited with sixteen (16) days sick leave allowance for 11 month personnel.
- C. At the beginning of each fiscal year the employee shall be credited with eighteen (18) days sick leave allowance for 12 month personnel.
- D. Probationary employees shall be granted 1 1/2 days sick leave per month up to 15 days for 10 month personnel; 16 days for 11 month personnel; 18 days for 12 month personnel, until their probationary period terminates, at which time balance of sick leave is to be advanced for the remainder of the year, providing, however, that the probationary period terminates on or before December 31st. Any probationary period terminating after December 31st shall have the sick leave advance pro-rated for the remainder of the year.
- E. Accumulation of unused sick leave for employees hired prior to July 1, 1996 shall be unlimited.

Accumulation of sick leave for employees who are hired after July 1, 1996, and who are actively on payroll as of the above date of execution of this agreement or hired thereafter, shall be unlimited, with a maximum cap of two hundred (200) days to be eligible for use as provided for by Article XV, Retirement and Article XXI, Terminal Leave, of the current collective bargaining agreement.

- F. At or prior to September of each school year the Board shall notify each employee in writing of his/her accumulated sick leave.

ARTICLE XIII
SICK LEAVE

G. SICK LEAVE BANK

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 a prolonged serious illness or injury.
2. Any clerical 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 for initial membership. Said contribution shall be made by written notification to the Sick Leave Bank Committee by no later than November 1, or within 60 days after the first anniversary date of the clerical employee's first day of service to the District. Clerical 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 office of the Director of Employee Relations.
3. Contributions to the Bank by clerical employees may be made only once during any Bank year. Should the total number of available days fall below 50 in any Bank year (10/1-9/30), the Bank may be replenished by additional contributions by eligible employees of one day per employee, said contributions to be made by written notification to the Committee between the opening day of school and November 1st of the Bank year for which the replenishment days are intended to be made. In no event can any employee contribute more than one additional day per year in any Bank year except the initial Bank year during which the maximum contribution shall be two.
4. The Sick Leave Bank shall be administered by a Committee consisting of two (2) members appointed by the Association and two (2) members 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 determinations regarding all applications to use said available days. Any such additional sick leave days which are granted by the Committee shall not exceed ninety (90) days for 10 month employees or one hundred twenty (120) days for 12 month employees per illness or injury per employee. Should the Committee become deadlocked, or otherwise unable to reach a decision, regarding the nature or seriousness of a particular illness or injury or the number of days to be granted, then the members shall appoint a qualified and competent licensed physician (who may be a specialist with regard to the illness or injury in question) to assist them in their determination and, if necessary, cast the deciding vote. In no event, however, shall any decision of the Committee be considered to be a proper subject to be processed under Article VII, Grievance Procedures, of this Agreement and the decisions of the Committee shall be specifically excluded from the provisions of that Article.

ARTICLE XIII

SICK LEAVE

G. SICK LEAVE BANK continued

5. For purposes 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. The Committee shall have the right to request additional medical information, if it deems such information to be necessary, as well as the right to have the employee examined by a physician of its own choosing. Any dispute as to whether or not an illness or injury is "serious" or "prolonged" as those terms are used herein, shall be resolved by the licensed physician who may be appointed as hereinbefore provided in subsection (d). The purpose of the Sick Leave Bank is to provide additional sick leave in extraordinary situations where a seriously ill, injured or disabled employee cannot return to work for a prolonged period of time (after accumulated sick leave credit has been exhausted). 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. The Committee may, however, grant additional sick leave upon a prorata basis where, in its discretion, it deems it appropriate to do so and such proration does not exceed the general 90 day limitation set forth herein.
6. Additional sick leave granted under the provisions of this Article shall be charged by the District upon the basis of one (1) full day's pay for each day of additional sick leave used from the Bank.

H. Bereavement leave

In addition to sick leave, employees shall be granted bereavement leave in the event of a death in an employee's immediate family; such employees shall be granted time off with pay. For the purpose of this Article, a reasonable definition of immediate family is: current spouse, child, father, mother, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, and grandchildren. The maximum number of bereavement leave days for any school year shall not exceed five (5) days. Employees shall be permitted to use sick leave after exhausting their bereavement leave granted above.

Two (2) bereavement days shall be granted for a death of an extended family member. For the purpose of this Article, a reasonable definition of extended family member shall be: brother-in-law, sister-in-law, aunt or uncle. These shall be granted in keeping with the maximum number allowed of five (5) bereavement leave days for any school year.

ARTICLE XIII
SICK LEAVE

- I. An employee who is absent from work due to accident or injury suffered in the employ of the Rome City School District and covered by Workers' Compensation shall have options under which to receive his or her salary:
1. The employee may elect to receive full pay from the employer during any absence covered by compensation, in which case the payment made by the compensation insurance carrier will become the property of the employer and the employee charged with only the proportionate amount of absence against her sick leave; or
 2. The employee may elect to accept the payment made by the compensation insurance carrier, in which case such payment is made directly to the employee, and the employee is dropped from the employer's payroll for the period of such absence, and no sick leave is forfeited by such employee.
- J. Employees who have exhausted their sick leave may apply to the Superintendent of Schools for additional sick days which may or may not be charged to future sick leave.

ARTICLE XIV
HEALTH INSURANCE

- A. 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) as required, and thirty dollars (\$30.00) as required. Riders for dental and vision to be included.

The parties agree that the health insurance benefits 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.

The parties mutually agree to re-open negotiations concerning health insurance during the term of this contract in the event that:

1. Benefit levels are reduced by the administrators of BC/BS, or the Consortium, or;
2. The district experiences sharply increased premium changes or consistently increasing premium charges in consecutive years during the life of the agreement.

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 hospitalization insurance. This provision applies to active employees and those employees who retire during the life of this contract.

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 dependent care. 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 forty dollars (\$40.00) for the 1998-99 contract year; fifty dollars (\$50.00) for the 1999-2000 contract year and sixty dollars (\$60.00) for the 2000-2001 contract year for the contract's life when the employee utilizes the Flexible Spending Account for those employees hired prior to July 1, 2000.

Those employees hired after July 1, 2000 will be responsible for paying 10% of the cost of the individual coverage or 25% of the family coverage cost depending on their coverage needs. Those employees hired after July 1, 2001 will be responsible for paying 10% of the cost of the individual coverage or 30% of the family coverage cost depending on their coverage needs.

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. Two such married persons with eligible dependents shall receive one family policy. Two such married persons without eligible dependents shall receive two individual policies.

The union agrees that the co-pay obligation for prescription drugs will be \$5.00 co-pay for generic brand, \$15 co-pay for preferred drugs and \$30.00 co-pay for non-preferred drugs.

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 \$1,000 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 as outlined above.

All eligible bargaining unit members hired after July 1, 2013, will contribute (35%) thirty-five percent of the total cost of the Family Health Insurance Premium charged to the District and will continue to do into retirement.

- 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.

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 CSEA representation on such committee.

The CSEA has a right to request and receive from the plan administrator information concerning the costs, utilization and operation of the negotiated health care program.

- C. In the event that the District effects a change in health insurance coverage and/or institutes a dental or life insurance plan during the terms of this agreement for District employees who are members of other collective bargaining units, the District agrees to negotiate with the Association concerning possible modification of the applicable provisions of this agreement. In the event of non-agreement after a reasonable amount of time, the District, at its sole option, may implement for the employees of this bargaining unit whatever change has been effected for other employees.

ARTICLE XV

RETIREMENT

- A. Retirement benefits shall include the improved 1/50 - 75-1 plan (career) which is provided for New York State employees. Persons who last became employees after July 1, 1976 are required by law to contribute 3% of salary.
- B. Retired clerical employees shall be allowed to do substitute clerical work in the Rome School System.
- C. The District shall subscribe to that portion of the retirement plan options allowing application (by the employee) of unused sick leave as additional service credit upon retirement.

ARTICLE XVI

LEAVE FOR ASSOCIATION BUSINESS

- A. The Association shall have up to three (3) days per year to attend Civil Service meetings with no loss of pay or deduction from personal leave.

ARTICLE XVII

TRANSFERS

- A. When involuntary transfers are necessary, the transfer will be made only after a meeting with the clerical staff member and the supervisor. A written report shall be given to the Association.

ARTICLE XVIII

SNOW DAYS

Personnel assigned as emergency staff when inclement weather causes a general shutdown will be granted compensatory time at the employee's discretion with the consent of his/her immediate supervisor.

ARTICLE XIX

JURY DUTY

Employees who serve on jury duty will not be charged, but compensation for jury service is to be returned to the District, exclusive of expenses as reimbursed by the governing court.

ARTICLE XX

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 Board 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 Board.
- 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. Every effort will be made to confer with the Association President prior to any contractual decision being made and published which involves clerical employees.
- F. A Labor-Management Committee will be formed consisting of three (3) representatives designated by the Association and three (3) representatives designated by the District. Appointment to the Committee will be on an ad hoc basis and each party shall be free to change its designated representatives as it sees fit. The Committee shall meet quarterly or more often, upon request of either party.
- G. Travel Compensation: Bargaining unit employees who use their personal car for School Business will be paid mileage at the IRS approved rate, subject to supervisor's approval. School Business shall mean only travel specifically assigned by a Supervisor to perform school related duties.
- H. Clerical staff members shall not work in a building alone.

ARTICLE XXI
TERMINAL LEAVE

1. Upon retirement any clerical employee who has served for at least ten (10) years in the Rome Public Schools may be granted terminal pay added to his or her final year's salary.
2. Each employee qualifying under (1) will submit at least six (6) months in advance of his or her effective retirement date an irrevocable letter of resignation for the purpose of retirement. If special circumstances exist, the Superintendent may waive the six (6) month notice requirement at his/her discretion, not subject to grievance or arbitration. In the event of an unforeseen extraordinary change in the employee's life circumstances, the Board of Education may, in its sole discretion, allow the employee to withdraw his/her resignation. Such determination by the Board shall not be subject to the grievance and arbitration procedures.
3. A clerical employee qualifying under (1) and (2) shall be paid an amount equal to one four-hundredth (1/400) for ten (10) month employees and one four hundred-eightieth (1/480) for twelve (12) month employees of his or her final year's salary times one-third (1/3) of his or her accumulated unused sick days.
4. Any employee qualifying under (1) and (2) will have the option of either putting their terminal leave payment towards their retirement or receiving payment of terminal pay. [See Article XV C, Retirement]

ARTICLE XXII
INSERVICE/VISITATION DAY

The District may in conjunction with the Association schedule one day annually for in-service when school is not in session or the Director of Employee Relations may approve for individual employees a visitation day for educational purposes. Only one such day will be permitted within each school year and the District is not required to schedule an In-service Day.

ARTICLE XXIII

CLERICAL SALARY SCHEDULE

1. Ten month personnel will be given an option to do one of the following:
 - A. Receive 21 pays, distributed over a ten month period.
 - B. Receive 26 pays, distributed over a twelve month period.
 - C. Receive 26 pays, with 21 checks issued during the school year and a lump sum equivalent to 5 pay periods to be issued at the end of the school year.
2. Any additional differentials must be negotiated with the Association.
3. Any employee placed in another position shall have his/her salary schedule and step filed with the Association President within 15 days after the change.
4. All new employees shall be placed on the first step of the salary schedule except for service to the Rome City School District rendered on a temporary or substitute basis such service to be considered uniformly.
5. The annual work year for bargaining unit employees shall be computed as follows:

10 month 7.5 hrs.	193 days at 7.5 hrs.	1,447.50
	13 holidays at 7.5 hrs .	<u>97.50 hrs</u>
		1,545.00 hrs.
11 Months 7.5 hrs.	208 days at 7.5 hrs.	1,560.00 hrs.
	13 Holidays at 7.5 hrs.	<u>97.50 hrs.</u>
		1,657.50 hrs.

“The annual work year for bargaining unit employees who are twelve-month employees shall be inclusive of holidays:

7.5 hours	261 days	1957.5 hrs.
8.0 hours	261 days	2088 hrs.

In leap years the annual work year for bargaining unit employees who are twelve-month employees shall be:

7.5 hours	262 days	1965 hrs.
8.0 hours	262 days	2096 hrs.

The District agrees to compensate all employees for the extra day at their normal rate of pay.”

ARTICLE XXIII

CLERICAL SALARY SCHEDULE

5. Continued

A. The following is the agreed method of distribution for the 2013-2014, 2014-2015, and 2015-2016 school years, wage package of 2.0%, 2.0% and 2.0% respectively as agreed at ratification between the parties:

1. Effective July 1, 2013, grant all bargaining unit members an across-the-board wage increase of 2.0% of their 2012-2013 salary.
2. Effective July 1, 2014, grant all bargaining unit members an across-the-board wage increase of 2.0% of their 2013-2014 salary.
3. Effective July 1, 2015, grant all bargaining unit members an across-the-board wage increase of 2.0% of their 2014-2015 salary.

B. "Effective July 1, 2001 in addition to the general salary increase, the District agrees to upgrade the salary of (1) Senior Account Clerk-Typist (in payroll) and (1) Senior Payroll Clerk (in payroll) by \$.15 per hour.

Effective July 1, 2002, to June 30, 2016, in addition to the general salary increase, the District agrees to upgrade the salary of (1) Senior Account Clerk-Typist (in payroll) and (1) Senior Payroll Clerk (in payroll) by \$.30 per hour."

ARTICLE XXIV

NO STRIKE

It is agreed that there shall be no strikes, slowdowns, 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 actions.

ARTICLE XXV

NEW POSITIONS

The Rome City School District has the right to create and establish the initial salary for any new position(s) in the Clerical bargaining unit, with the stipulation that within thirty days the District and the Rome City School District Clerical Employees Unit of the Oneida County CSEA must begin negotiations as to establishing the final agreed to salary for such position(s), along with its (their) inclusion (salary, new title(s)) into the collective bargaining agreement.

ARTICLE XXVI

LONGEVITIES

Effective July 1, 2013, Bargaining Unit members who have completed ten (10) full years of continuous service in the Rome City School District, shall be entitled to a longevity stipend of five hundred (\$500) dollars annually and at the completion of twenty (20) full years of continuous service, shall be entitled to a longevity stipend of one thousand (\$1,000) dollars annually; and at the completion of twenty-five (25) full years of continuous service one thousand two hundred fifty (\$1,250) dollars annually commencing in the eleventh (11th), twenty-first (21st) and twenty-sixth (26th) years respectfully. Stipends are non-cumulative.

ARTICLE XXVII

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 \$200.00 per year.
7. Students earning a grade of "C" will be reimbursed up to \$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 class/course per year.
10. The course or class taken must be given by a New York State 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 year following completion of the course or reimburse the District for the amount of the educational assistance received.

PROFESSIONAL DEVELOPMENT

- B. Any employee who successfully completes a degree program (Associates, Bachelor, Masters degree) or currently holds such degree shall receive additional \$1,000 (one thousand dollars) per contract year:

Salary adjustments will be effective on the first pay period of July 2010 for all employees who currently hold a degree.

Any employee shall receive a salary adjustment upon receipt of a degree program. The employee must provide official transcripts showing successful requirements for completion of the degree.

Upon receipt of such documentation, salary adjustments will be effective on the first pay period of the following September or January.

ARTICLE XXVIII

LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE:

The District shall pay 100% of the cost for an active employee's life and accidental death and dismemberment insurance plan to be selected by mutual agreement in the amount of \$50,000 (fifty thousand dollars) per bargaining unit member, effective 30 (thirty) days following ratification by the Board of Education. Retirements occurring after February 13, 2006, but prior to July 1, 2013, will continue coverage at \$30,000 per year through retirement with the District paying 100% of the cost.

For those active bargaining unit (eligible) members on payroll on or after effective date of July 1, 2013, the District shall pay 100% of the cost for the active employee's life and accidental death and dismemberment insurance plan in the amount of fifty thousand dollars (\$50,000) per bargaining unit member, with said coverage to continue at the amount of fifty thousand dollars (\$50,000) throughout their respective retirement (with the District paying 100% of the cost). Coverage shall begin 7/1/13 or effective thirty (30) day following the ratification of the Board of Education, whichever comes last.

CLERICAL SALARY SCHEDULE

2013 - 2014

2.00%

Classification		Grade P	Grade O	Grade N	Grade M	Grade L	Grade K	Grade J	Grade I	Grade H	Grade G	Grade D	Grade C	Grade B
Typist 10/7.5	1545	18,514	18,884	19,388	20,047	20,610	21,480	22,380	23,114	23,901	25,287	29,449	30,838	32,228
		11.98	12.22	12.54	12.98	13.34	13.90	14.49	14.96	15.47	16.37	19.06	19.96	20.86
Typist *10/7.5	1582.5	18,966	19,345	19,849	20,535	21,111	22,001	22,924	23,674	24,483	25,901	30,167	31,587	33,007
		11.98	12.22	12.54	12.98	13.34	13.90	14.49	14.96	15.47	16.37	19.06	19.96	20.86
Typist 11/7.5	1657.5	19,860	20,257	20,778	21,512	22,111	23,046	24,012	24,798	25,842	27,131	31,597	33,084	34,576
		11.98	12.22	12.54	12.98	13.34	13.90	14.49	14.96	15.47	16.37	19.06	19.96	20.86
Typist 12/7.5	1957.5	23,455	23,924	24,539	25,402	26,114	27,216	28,358	29,284	30,283	32,041	37,314	39,073	40,827
		11.98	12.22	12.54	12.98	13.34	13.90	14.49	14.96	15.47	16.37	19.06	19.96	20.86
Typist 12/8	2088	25,019	25,519	26,175	27,093	27,853	29,032	30,246	31,234	32,304	34,175	39,801	41,680	43,556
		11.98	12.22	12.54	12.98	13.34	13.90	14.49	14.96	15.47	16.37	19.06	19.96	20.86
Account Clerk-Typist 8	2088	25,995	26,515	27,177	27,864	28,638	29,835	31,078	32,123	33,184	35,022	40,664	42,541	44,415
		12.45	12.70	13.02	13.34	13.72	14.29	14.88	15.38	15.88	16.77	19.48	20.37	21.27
Senior Typist 8	2088	27,098	27,640	28,330	29,017	29,792	31,029	32,332	33,370	34,414	36,286	41,908	43,787	45,661
		12.98	13.24	13.57	13.90	14.27	14.86	15.48	15.98	16.48	17.38	20.07	20.97	21.87
Senior Payroll/Acct. Clerk-Typist 8	2088	27,854	28,411	29,122	29,809	30,682	31,859	33,188	34,259	35,273	37,143	42,771	44,649	46,519
		13.34	13.61	13.95	14.28	14.65	15.26	15.89	16.41	16.89	17.79	20.48	21.38	22.28
Sr. Acct Clerk-Typist/Sr Typist - Office Manager	2088	29,440	30,029	30,779	31,488	32,240	33,385	34,992	36,034	37,084	38,957	44,590	46,461	48,336
		14.10	14.38	14.74	15.07	15.44	16.08	16.76	17.26	17.76	18.66	21.36	22.25	23.15

CLERICAL SALARY SCHEDULE
2014 - 2015

2.00%

Classification		Grade P	Grade O	Grade N	Grade M	Grade L	Grade K	Grade J	Grade I	Grade H	Grade G	Grade D	Grade C	Grade B
Typist 10/7.5	1545	18,884	19,262	19,755	20,448	21,023	21,910	22,827	23,576	24,379	25,795	30,038	31,455	32,872
		12.22	12.47	12.79	13.24	13.61	14.18	14.78	15.26	15.78	16.70	19.44	20.36	21.28
Typist 10/7.5	1582.5	19,345	19,732	20,246	20,945	21,533	22,441	23,383	24,147	24,972	26,421	30,770	32,219	33,671
		12.22	12.47	12.79	13.24	13.61	14.18	14.78	15.26	15.78	16.70	19.44	20.36	21.28
Typist 11/7.5	1657.5	20,257	20,862	21,193	21,942	22,553	23,507	24,492	25,294	26,155	27,674	32,228	31,746	35,267
		12.22	12.47	12.79	13.24	13.61	14.18	14.78	15.26	15.78	16.70	19.44	20.36	21.28
Typist 12/7.5	1957.5	23,924	24,403	25,029	25,910	26,638	27,761	28,924	29,870	30,889	32,682	38,060	39,855	41,647
		12.22	12.47	12.79	13.24	13.61	14.18	14.78	15.26	15.78	16.70	19.44	20.36	21.28
Typist 12/6	2088	25,519	26,030	26,699	27,635	28,410	29,613	30,851	31,858	32,950	34,882	40,597	42,513	44,427
		12.22	12.47	12.79	13.24	13.61	14.18	14.78	15.26	15.78	16.70	19.44	20.36	21.28
Account Clerk-Typist 8	2088	26,515	27,045	27,721	28,421	29,210	30,431	31,700	32,766	33,827	35,722	41,478	43,392	45,303
		12.70	12.95	13.28	13.61	13.99	14.57	15.18	15.69	16.20	17.11	19.86	20.78	21.70
Senior Typist 8	2088	27,640	28,193	28,897	29,598	30,388	31,650	32,979	34,038	35,103	37,012	42,746	44,663	46,575
		13.24	13.50	13.84	14.18	14.55	15.16	15.79	16.30	16.81	17.73	20.47	21.39	22.31
Senior Payroll/Acct. Clerk-Typist 8	2088	28,411	28,979	29,704	30,485	31,194	32,496	33,851	34,944	35,979	37,866	43,827	45,542	47,450
		13.61	13.88	14.23	14.56	14.94	15.56	16.21	16.74	17.23	18.14	20.89	21.81	22.72
Sr. Acct Clerk-Typist/Sr Typist - Office Manager	2088	30,029	30,629	31,395	32,095	32,864	34,257	35,692	36,754	37,825	39,736	45,482	47,390	49,302
		14.38	14.67	15.04	15.37	15.75	16.41	17.09	17.60	18.12	19.03	21.78	22.70	23.61

CLERICAL SALARY SCHEDULE

2015 - 2016

2.00%

Classification		Grade P	Grade O	Grade N	Grade M	Grade L	Grade K	Grade J	Grade I	Grade H	Grade G	Grade D	Grade C	Grade B
Typist 10/7.5	1545	19,262	19,647	20,156	20,857	21,443	22,350	23,284	24,050	24,867	28,311	30,639	32,084	33,530
		12.47	12.72	13.05	13.50	13.88	14.47	15.07	15.57	16.10	17.03	19.83	20.77	21.70
Typist *10/7.5	1582.5	19,732	20,127	20,651	21,364	21,964	22,892	23,850	24,633	25,472	28,950	31,386	32,863	34,344
		12.47	12.72	13.05	13.50	13.88	14.47	15.07	15.57	16.10	17.03	19.83	20.77	21.70
Typist 11/7.5	1657.5	20,882	21,076	21,624	22,381	23,004	23,978	24,982	25,808	26,678	28,227	32,873	34,421	35,972
		12.47	12.72	13.05	13.50	13.88	14.47	15.07	15.57	16.10	17.03	19.83	20.77	21.70
Typist 12/7.5	1857.5	24,403	24,891	25,538	26,428	27,169	28,316	29,502	30,470	31,507	33,336	38,821	40,652	42,480
		12.47	12.72	13.05	13.50	13.88	14.47	15.07	15.57	16.10	17.03	19.83	20.77	21.70
Typist 12/8	2088	28,030	28,550	27,241	28,188	28,979	30,205	31,468	32,502	33,609	35,589	41,409	43,384	45,315
		12.47	12.72	13.05	13.50	13.88	14.47	15.07	15.57	16.10	17.03	19.83	20.77	21.70
Account Clerk-Typist 8	2088	27,045	27,888	28,275	28,990	29,795	31,040	32,334	33,421	34,504	36,437	42,307	44,260	46,209
		12.95	13.21	13.54	13.88	14.27	14.87	15.49	16.01	16.52	17.45	20.26	21.20	22.13
Senior Typist 8	2088	28,193	28,767	29,475	30,190	30,996	32,283	33,838	34,718	35,805	37,752	43,601	45,556	47,508
		13.50	13.77	14.12	14.46	14.84	15.46	16.11	16.63	17.15	18.08	20.88	21.82	22.75
Senior Payroll/Acct. Clerk-Typist 8	2088	28,979	29,559	30,298	31,013	31,818	33,146	34,528	35,643	36,698	38,644	44,499	46,453	48,399
		13.88	14.16	14.51	14.85	15.24	15.87	16.54	17.07	17.58	18.51	21.31	22.25	23.18
Sr. Acct Clerk-Typist/Sr Typist - Office Manager	2088	30,829	31,242	32,023	32,737	33,542	34,942	36,406	37,489	38,582	40,531	46,392	48,338	50,288
		14.67	14.96	15.34	15.68	16.06	16.73	17.44	17.95	18.48	19.41	22.22	23.15	24.08

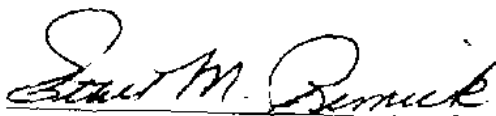
USE FOR 2015 - 2016 LEAP YEAR ONLY / 12 MONTHS = 262 DAYS

Typist 12/7.5	1957.5	24,496	24,986	25,635	26,529	27,273	28,424	29,815	30,587	31,627	33,484	38,970	40,808	42,644
		12.51	12.76	13.10	13.55	13.93	14.52	15.13	15.63	16.16	17.10	19.91	20.85	21.79
Typist 12/8	2088	28,129	28,652	27,345	28,296	29,090	30,321	31,589	32,626	33,737	35,695	41,567	43,530	45,489
		12.51	12.76	13.10	13.55	13.93	14.52	15.13	15.63	16.16	17.10	19.91	20.85	21.79
Account Clerk-Typist 8	2088	27,149	27,892	28,384	29,101	29,909	31,159	32,458	33,548	34,838	36,576	42,469	44,429	46,386
		13.00	13.26	13.59	13.94	14.32	14.92	15.54	16.07	16.59	17.52	20.34	21.28	22.22
Senior Typist 8	2088	28,301	28,887	29,588	30,305	31,114	32,407	33,767	34,851	35,942	37,897	43,768	45,730	47,688
		13.55	13.83	14.17	14.51	14.90	15.52	16.17	16.69	17.21	18.15	20.96	21.90	22.84
Senior Payroll/Acct. Clerk-Typist 8	2088	29,090	29,872	30,414	31,132	31,940	33,273	34,681	35,779	36,839	38,792	44,670	46,631	48,584
		13.93	14.21	14.57	14.91	15.30	15.94	16.60	17.14	17.64	18.58	21.39	22.33	23.27
Sr. Acct Clerk-Typist/Sr Typist - Office Manager	2088	30,747	31,362	32,145	32,863	33,671	35,076	36,545	37,633	38,730	40,686	46,569	48,523	50,481
		14.73	15.02	15.40	15.74	16.13	16.80	17.50	18.02	18.55	19.49	22.30	23.24	24.18

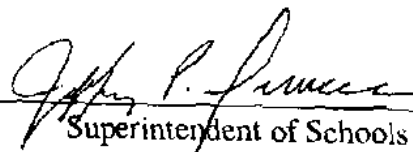
ARTICLE XXX

DURATION OF AGREEMENT

This Agreement shall be in effect from July 1, 2013, through June 30, 2016.



Employees' Association President

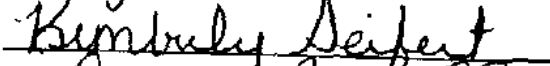


Superintendent of Schools

Employees' Negotiating Team:










Chief Negotiator for the Association

Dated this 9 day of

July, 2013

ATTACHMENT A

MEMORANDUM OF AGREEMENT
BETWEEN
THE ROME CITY SCHOOL DISTRICT
AND THE
CIVIL SERVICE EMPLOYEES ASSOCIATION

WHEREAS, the Rome City School District (the "District") and the CSEA, Local 100, AFSCME (the "Clerical Unit"), are parties to a collective bargaining agreement for the period extending from 2005 to 2008, and

WHEREAS, the District has installed and implemented an access control system into its elementary schools for purposes of providing a more secure and safer learning and working environment for its students and staff, and

WHEREAS, the Clerical Unit has raised the issue of the impact that the access control system would have on the duties and work assignments of certain of its members working in the main offices of the elementary schools, and

WHEREAS, in response to the Clerical Unit's demand for impact negotiations, the parties have conducted several meetings, with an intent to find a way to address and resolve their concerns, and


WHEREAS, as a result of these meetings, the parties have reached an accord, and wish to enter into a written agreement which addresses and resolves the issues raised by the Clerical Unit; now, therefore:


BE IT RESOLVED, that the District and the Clerical Unit do hereby agree as follows:

- (1) That the District agrees to increase the base salary step of the main office secretaries at its Eight (8) elementary schools, as well as that of the secretary at its Administrative Building, who operate and monitor the buzzer system into these buildings, at a rate of seventy five cents (\$0.75) per hour, effective August 1, 2007. In addition, the District agrees to pay the clerical staff assigned to the Strough Middle School and at Staley Upper Elementary School, an additional seventy-five cents (\$0.75) an hour, for only that time as she would be assigned to perform the buzzer system function during a normal school day.

- (2) In exchange for this salary increase, the Clerical Unit agrees that the duties and responsibilities associated with the performance of the buzzer system at these schools and at the Administrative Building shall be made part of the job duties associated with the secretarial role in these schools and buildings.
- (3) The District agrees that it shall adopt and implement a District wide uniform policy governing the access control system for its schools.
- (4) The secretaries in the affected schools who shall operate and manage the buzzer system shall be governed and indemnified by the District's general liability insurance program for the normal performance of this work assignment.
- (5) The District and the Clerical Unit agree that both parties will maintain an open communication amongst themselves through their Labor Management Committee on the issue of the access control program, and work together to find ways to monitor and improve the operations of this program.
- (6) The District shall continue to seek ways to both provide and improve educational and training opportunities for its secretarial staff in order to assist them in the use and operation of new technology in the school buildings.

Dated: November 5, 2007


Civil Service Employees' Association
Local 100, AFSCME
By: Ethel Kamick, President


Rocky City School District
By: Jeffrey P. Simons, Superintendent

ADDENDUM: 7/1/08

Secretary in Stadium Support will be entitled to stipend also.

112 EAST THOMAS STREET
ROME, NEW YORK 13440

DANIEL K. FARRAGO
Superintendent of Schools
Telephone: (315) 336-4000



SHULA D'S VANDERVEER
Assistant Superintendent of Schools
Telephone: (315) 336-4000

JOHN M. HUNTER
Assistant Superintendent of Schools
Telephone: (315) 336-4000

June 17, 1993
JMN-02-007

Ms. Ethel Remick, President
CSEA Clerical Unit
Rome City School District
Rome, NY 13440

Dear Ms. Remick:

The Rome City School District and the CSEA Clerical Unit have agreed during negotiations leading to the 1991-1993 Contract between the parties to implement a Flexible Spending Plan for payment of family health insurance premiums or having eligible dependent care expenses. As a part of this agreement, the parties also agreed to an increased percentage of employee payment of 30% for the family health insurance premium (see page 23, Article XIV).

If the Rome City School District or the Federal Government should render the tax benefit of this plan null and void, the district agrees to return the district's percentage of contribution rate for family health insurance coverage to 80%.

Sincerely yours,

John M. Hunter

JMN:kk

ATTACHMENT A
Memorandum of Agreement
Between
Rome City School District Clerical Unit
And
Civil Service Employees' Association, Inc.

Article 1 Purpose

Section 1 The purpose of this memorandum of agreement is to provide a retirement incentive for all eligible CSEA bargaining unit employees.

Article 2 Eligibility

Section 1 An employee must retire (use New York State Employees' Retirement System definition) within a year of when he/she first becomes eligible to receive a pension without reduction.

Section 2 An employee, to be eligible for payment, must submit an irrevocable letter of resignation at least six months prior to effective date of retirement.

Section 3 In the event that a change in life circumstances occurs after an employee submits an irrevocable letter of resignation, the employee may request that said letter be withdrawn. The Board shall have the right to waive the irrevocable letter of resignation.

Article 3 Retirement Incentive

Section 1 Equivalent to the maximum monetary differential between the first and last step of the schedule applicable to the retiree's classification, to a maximum of \$9,000.


Article 4 Duration


Section 1 The duration of this memorandum of agreement shall be unlimited.

Article 5 Modification of Agreement

Section 1 Either party may, with written notice to the other party, request to open negotiations regarding the terms and conditions of this memorandum of agreement.

Section 2 No modification of this memorandum of agreement shall become effective until it is in written form and is signed by both parties.


Ether Rernick, President
Rome City School District Clerical Unit


Thomas Gallagher
Superintendent of Schools

February 13, 2006

Settlement of Patricia Carpenter Grievance
September 29, 2006

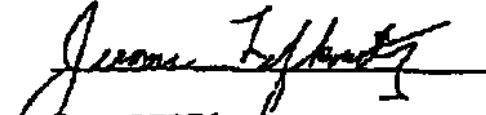
CSEA and the Rome City School District hereby certify their mutual understanding of the meaning of Article XXVI of their collective bargaining agreement's term "continuous service" in the event of a break in service by reason of an approved unpaid leave of absence or any other temporary removal from payroll. Such leave shall not be deemed a breach of continuous service, although continuous service credit for computation of the longevity stipends shall not be accumulated during these periods of unpaid leave.

Employees who attain eligibility for longevity pay by reason of this understanding during a school year shall be given their longevity pay at the time that they reach a longevity threshold for the stipend.

Disputes as to the interpretation of this settlement agreement, if any, shall be subject to resolution under contractual grievance, Article VII of the July 1, 2005 – June 30, 2008 collective bargaining agreement.

The parties hereto recognize that they have entered into this settlement for their mutual benefit and this agreement is not to be understood or construed as any form of an admission of wrong doing or a violation of any rights under the collective bargaining agreement or law.

For CSEA:


Date: 9/29/06

For District:


Date: 9/29/06

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is entered into this 1st day of **July 2013**, by and between the Rome City School District ("the District") and the Clerical Employees' Unit, Civil Service Employees' Association, Inc., Local 1000, AFSCME, AFL-CIO ("the Association").

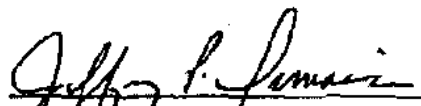
WHEREAS, The District and the Association have a mutual desire to implement a non-elective employer 403(b) contribution, the following points are agreed to:

1. The District agrees to make a non-elective contribution for those members of the Association with an effective retirement date of July 1, and who avail themselves of the retirement incentive and/or payment of accumulated leave days contained in the collective bargaining agreement between the parties.
2. The contribution will be placed into a mutually agreed upon 403(b) Program subject to any restrictions that the Plan Administrator may place on said non elective employer contributions. The Plan Administrator will assure the District and the Association it is capable of transferring within twenty (20) days of receipt of such funds, the employer contribution to any 403(b) program selected by an individual employee, without any further charge to the employee. The contribution amounts for the retirement incentive and accumulated leave days are enumerated in the Collective Bargaining Agreement.
3. The District will remit the contribution by August 31st following the retirement date.
4. The contribution shall be subject to the contribution limits as outlined in the Internal Revenue Code.
5. For purposes of Tier I members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the New York State Employee' Retirement System ("NYSERS").
6. In the event that the contribution exceeds acceptable contribution limits, the employer agrees:
 - a. To pay any excess over the limits as compensation to the employee in the year of retirement if such employee has a NYSERS membership date prior to June 17, 1971, or,
 - b. If the employee has a NYSERS membership dates subsequent to June 16, 1971, to remit any remainder in the year(s) following retirement, to the 403(b) program in accordance with the maximum amount permissible under the Internal Revenue Code.

7. For purposes of this Memorandum of Agreement, unit members will be provided with the opportunity to make changes to their current 403(b) Plans and/or designate a new 403(b) Plan carrier for the employer contribution. In the event that a unit member does not choose any 403(b) Plan carrier, the District and Association will mutually designate a "default carrier".
8. If any penalty or other assessment is charged against the District by the Internal Revenue Service (IRS) as a result of any improper contribution to any 403(b) account or the improper withholding or non-withholding of any required deductions, the employee shall hold the District harmless for such penalty or other assessment.
9. The parties expressly agree that this Memorandum of Agreement shall become effective from the date of the signing of this Memorandum of Agreement and, notwithstanding Section 209(a)(i)(c) of the Civil Service Law ("Triborough Amendment"), shall expire on June 30, 2016 unless extended or modified by mutual written agreement between the parties.
10. In agreeing to adopt (and/or modify) the Plan noted in this Memorandum of Agreement, the District makes no independent representations or warranties concerning the accuracy of any interpretations of law or applicable regulations as advanced to the District or described by the Association, its agents, representatives or other parties.
11. The foregoing shall be subject to approval by the Board of Education, which shall consider and determine, by resolution, the adoption of such plan.

IN WITNESS WHEREOF, The parties have caused this agreement to be executed on behalf of each and by and through their respective authorized personnel as of the date and year specified herein.

Date: 7/9/13


Jeffrey P. Simons,
Superintendent of Schools

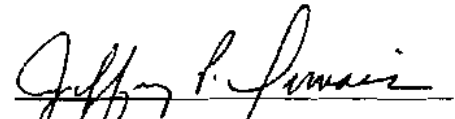
Date: 7/9/13


For the Union

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Jeffrey P. Simons,
Superintendent of Schools

Date: 7/9/13



For the Union

