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**Contract Database Metadata Elements**

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Union: **Rome City School Security Officers and Security Aides, United Public Service Employees Union (UPSEU)**

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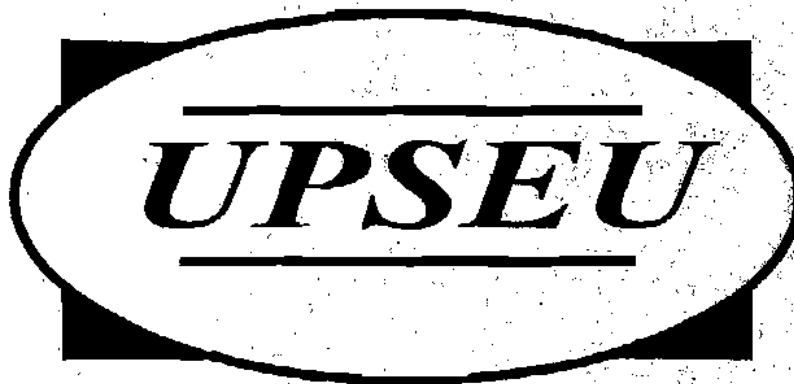
SG 19466

# **COLLECTIVE BARGAINING AGREEMENT**

*By and Between*

**ROME CITY SCHOOL DISTRICT**

*and*



**UNITED PUBLIC SERVICE EMPLOYEES UNION**

**July 1, 2009 - June 30, 2012**

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## **ARTICLES OF AGREEMENT**

Made this 17th day of November, 2009 by and between the Rome City School District (herein after called the "District") and United Public Service Employees Union (herein after called the "Union") acting as representative for and on behalf of bargaining unit employees of the Rome City School District.

### **ARTICLE 1 APPLICABLE LAW**

In the event any of the provisions of this Agreement shall be in conflict with any state or federal statute, such state or federal statute shall govern, but the remainder of the Agreement shall not be affected thereby.

### **ARTICLE 2 RECOGNITION**

The District recognizes the Union as the sole and exclusive collective bargaining agent for all regular full-time and part-time school Security Officers and school Security Aides.

### **ARTICLE 3 PURPOSE**

It is the intent and purpose of the parties hereto by this Agreement to promote and improve labor and economic relationships between the District and its employees as represented by the Union and to set forth herein the basic Agreement covering areas of pay, hours of work, adjustment of grievances, and terms and conditions of employment to be observed between the parties hereto. The parties desire to achieve the highest level of employee performance consistent with safety, good health and sustained effort.

### **ARTICLE 4 MANAGEMENT RIGHTS**

Section 1. The District retains the sole right to manage its business affairs and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, and all equipment which may be used in the operation of its business or in supplying its services; to determine how the work required in operating its business and supplying its services shall be performed by employees covered by this agreement; to maintain order and efficiency in all its departments and operations; including the sole right to discipline employees for just cause, to hire, lay off, assign, transfer, promote and the right to establish rules pertaining to the operation of its business.

- Section 2. The above rights of the District are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the District.
- Section 3. Nothing contained in this Article shall be construed as a waiver of the Union's right to bargain over mandatory subjects of negotiations pursuant to the Taylor Law.

## **ARTICLE 5 UNION SECURITY**

- Section 1. Membership in the Union shall be voluntary, but since both parties to this Agreement recognize that a strong and active Union with full membership participation is desirable to the collective bargaining process, the District agrees that there shall be no discrimination, interference, restraint or coercion by the District or any of its agents or employees against any employee because of their membership or non-membership in the Union.
- Section 2. The Union shall have the right to represent employees in the defined bargaining unit in any and all proceedings under the Public Employees' Fair Employment Act, and under any other applicable rule, regulation or statute, under the terms and conditions of the Agreement, to designate its representative and to appear on their behalf to effect such representation; to direct, manage and govern its own affairs, to determine those objectives free from any interference, restraint, coercion or discrimination by the District.
- Section 3. The above rights of the Union are not all inclusive, but do indicate the type of matters or rights which are inherent as a bargaining agent.
- Section 4. The Union shall have the right to post notices of official business, appropriate state law, non-political notices or communications on bulletin boards at work location, out of public view and maintained on the premises by the District. Such notices will be in good taste and not be derogatory (as in bad taste).
- Section 5. The Union shall have the right to confer with employees on the job for purposes of administering, adjusting or interpreting the terms of this agreement provided prior notification has been given to the appropriate District management designee.
- Section 6. The District agrees that it will permit and pay one representative of the Union who is a regular District employee, reasonable time while on the job to resolve grievances and reasonable time to meet with a District representative to resolve and /or discuss differences of opinion regarding the interpretation of the terms of this agreement.
- Section 7. The District will permit negotiators for the Union, who are regular District employees, reasonable time off while on the job to attend labor contract negotiation meetings between the District and the Union.

Section 8. The District agrees to provide the Union a list of District bargaining unit employees on an annual basis.

## **ARTICLE 6 DUES DEDUCTIONS**

Section 1. The District shall deduct from the wages of the employees and remit regular membership dues for all employees who have signed the appropriate authorization permitting such deduction. The District agrees to authorize deductions and remittance of such monies exclusively for the Union as the recognized bargaining agent for the employees in Article 2.

Section 2. The District agrees to deduct from the wages of all employees and who are not members of the Union, an agency shop fee in the amount of the dues levied by the Union. Such sum shall be remitted to the Union.

Section 3. Deductions and membership dues and agency shop fees shall be made uniformly and consistently on each pay day of the month. Said funds shall be remitted to the United Public Service Employees Union, 3555 Veterans Highway, Suite H, Ronkonkoma, New York 11779-3020.

Section 4. The District shall not be liable by reasons of the requirements of this Agreement for remittance or payment for any sum other than that constituting actual deductions made from wages earned by employees.

Section 5. The Union hereby agrees to indemnify the District and hold harmless the District regarding any claims and suits pertaining to any deduction as set forth in Sections 1 and 2 above.

## **ARTICLE 7 STRIKES**

Pursuant to Section 210, Subdivision (1) of the Taylor Law, the Union hereby affirms that it does not assert the right to strike or any other prohibited full or partial work stoppage, against the District, to assist or participate in any such strike or to impose an obligation on its membership to conduct, assist or participate in any such strike.

**ARTICLE 8  
COMPENSATION**

Section 1.

	Effective 7-1-09 \$.45 Increase	Effective 7-1-10 \$.45 Increase	Effective 7-1-11 \$.45 Increase
Security Officer	16.72	17.17	17.62
Security Aide	10.96	11.41	11.86

New hires: Employees hired after July 1, 2009 shall receive \$.50 per hour less than the applicable rate above. Said employees shall thereafter receive the negotiated salary increases.

Section 2. Employees directed by Administration to use their own vehicles for District related business will be paid the current IRS rate.

Section 3. Employees shall receive a stipend of \$3.00 per day per event for use of personal vehicle (gas reimbursement) on approval of the Building Principal or Central Office Administration.

Section 4. Employees required to work in a higher paid position shall receive compensation at the rate of one and one-half times (1 ½ x) their hourly rate on approval of the Building Principal or Central Office Administration.

Section 5. Employees shall be entitled to an additional \$.45 per hour upon the successful attainment of the Civil Service status required for said position.

Section 6. Employees shall receive a yearly longevity payment added to their base salary pursuant to the following schedule:

<u>YEARS OF SERVICE</u>	<u>LONGEVITY AMOUNT</u>
3 years	\$250
6 years	\$350

The longevity amounts are cumulative.

**ARTICLE 9  
HOURS OF WORK**

Section 1. The regularly scheduled work week for full-time employees shall be forty (40) hours, five (5) days per week, Monday through Friday.

Section 2. The regularly scheduled work day shall be eight (8) hours per day inclusive of one (1) paid fifteen (15) minute morning break, one (1) paid half (½) hour meal period and one (1) paid fifteen (15) minute break as presently exists for the employees.

Section 3. The work year shall be 184 days and shall coincide with the teacher's calendar.



- Section 4. Employees, excluding the floating Security Aides, will be notified in writing of their tentative assignments for the coming school year, as soon as practicable, and under normal circumstances at least one week prior to the close of school in June. The notifications of assignments shall be in writing and include the assigned school and/or location.
- Section 5. The parties agree that, effective upon full ratification of the Agreement, one (1) bargaining unit member may volunteer by seniority to become a District wide float, whose building assignments and post assignments shall be determined by Central Office Administration. If there is no volunteer, the least senior member will be assigned to the float position. Effective June 30, 2010, one (1) additional position will be filled by an existing bargaining unit member by the process outlined above.

### **ARTICLE 10 OVERTIME PAY**

- Section 1. Employees shall be paid time and one half (1 ½ x) for all hours worked over forty (40) hours in any one week. Upon mutual agreement with the District, employees shall have the option of receiving overtime pay or compensatory time, but in either instance such compensation shall be calculated at one and one-half (1 ½ x) hours pay or time off for each hour of overtime worked. Compensatory time shall be used in the year it is earned or shall be paid out by June 30.
- Section 2. Employees required to work days other than the 184 days scheduled during the teacher's calendar shall be compensated at a rate of time and one-half (1 ½x) their regular hourly rate. Employees who work outside the school calendar (June, July or August) shall be compensated at a rate of time and one half (1 ½x) their regular hourly rate. In addition, time and one-half (1 ½x) will be paid for employees working the high school graduation.
- Section 3. All paid time shall be considered as time worked for the purpose of calculating overtime.
- Section 4. Sundays shall be paid at the rate of two times (2x) for all hours worked.
- Section 5. The District shall offer overtime work on an equitable basis (in reverse seniority if no volunteers).
- Section 6. In the event no employee wants to accept the overtime assignment, the District shall have the right to assign the overtime to the least senior employee qualified for the assignment. However, such mandatory overtime assignments shall not exceed eight (8) hours per week.
- Section 7. The overtime procedure shall be as follows:  
When a request is made for covering an event, the Building Principal or Central Office Administration will make the determination of the number of personnel to be utilized for the event.

When one (1) or more events are scheduled on the same day, they are posted on the overtime board according to how they are received (sporting events are usually posted first, as we have a list in advance of their date(s) and times). All other events (musicals, dances, walkathons, etc.) are posted as they are received in the office.

The overtime schedule is then looked at to see who is next to be called based on rotation. When that person is called by the Building Principal or Central Office Administrator or his designee, he/she is told of what event is first on line to be filled. If the person asked **refuses** the overtime for that event they are asked to fill, then that person **is not** asked again that day to fill any other event slot that has not been filled. Once the list has been exhausted the Building Principal or central office Administrator or his designee will then call the "sub" list to fill vacancies. If security personnel cannot fill the required number of slots needed to cover an event, then the Principal is notified of the situation and a determination is made whether or not to carry on with the event.

Event overtime (concerts, sporting events, dances, or large gathering) in each Middle School and High School will be worked by security personnel normally assigned to that building. This does not include the After School Program.

All overtime will be authorized by the Building Principal or Central Office Administration with one week prior notice, when applicable. If no one accepts the overtime, the person with the least seniority in the District shall work pursuant to Section 6 above.

Should an event be cancelled, the security personnel assigned to that event will be offered to the next open event.

- Section 7. All RCSD overtime events shall be assigned to Security Aides working at that school and on a rotational basis. All non-RCSD overtime events shall be assigned to Security Aides on a District wide seniority rotational basis. Any non-RCSD event scheduled six (6) hours or more shall be split and shall be available to the Security Aides on a rotational basis as referenced above.

## **ARTICLE 11 RETIREMENT**

- Section 1. The District shall participate in the New York State Employees' Retirement System. The District shall adopt the Non-Contributory Improved "20 Year Career Plan (Section 75J)," which continues eligibility for retirement allowance for all members at age 55, but improves basic guaranteed retirement allowance (including annuity purchased by member's age 60 plan contributions on earnings before April 1, 1960) for persons who retire with twenty (20) or more years of service. Where the member does not have twenty (20) or more years of service the basic guaranteed allowance would be 1/50 of final average salary per year of service.

Section 2. The District shall subscribe to that portion of the retirement plan option allowing application by the employees of unused sick leave as additional service credit upon retirement (Section 41J).

Section 3. Upon retirement or disability causing retirement, employees who have served for at least ten (10) years in the District will be granted terminal pay added to their final year's salary. Such employee shall be paid in the amount equal to 1/400 of his final year's salary multiplied by 1/3 of his accumulated unused sick days (up to 200 days). The employee will submit at least three (3) months prior to the effective date of retirement a letter to the Board of Education indicating his/her intention to retire.

## **ARTICLE 12 NON-DISCRIMINATION**

The District, the Union, and all employees shall so administer its obligation under this Agreement in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race, creed, color, age, sexual orientation, handicapped status, union membership or any other legally protected status as defined by state or federal law.

## **ARTICLE 13 LEAVE OF ABSENCE WITH PAY**

Section 1. Each employee shall be credited with fifteen (15) days sick leave each July 1<sup>st</sup>, with a maximum accumulation of two hundred (200) days.

It is understood that sick leave shall be used for personal or family illness only.

It is understood that if there is a suspected pattern of abuse, the District may require the employee to justify the sick leave by submitting medical certification.

Section 2.

A. 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, and have no other source of income such as income protection and/or accident and health insurance which would provide an income equal to the employee's salary.

B. Any employee who has completed at least one (1) 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 no later than November 1, or within sixty (60)

days after the first anniversary date of the employee's first day of service to the District.

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 Central Office Administration.

- C. Contributions to the Bank by employees may be made only once during any Bank year. Should the total number of available days fall below twenty (20) in any Bank year (10/1 - 9/30), the Bank may be replenished by additional contributions by eligible employees of one (1) day per employee, said contributions to be made by written notification of the Committee between the opening day of school and October 1<sup>st</sup> of the Bank year for which the replenishment days are intended to be made. In no event can any employee contribute more than one (1) additional day per year in any Bank year except the initial Bank year during which the maximum contribution shall be two (2).
- D. The Sick Leave Bank shall be administered by a Committee consisting of two (2) members appointed by the Union 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 one (1) semester (90 days) 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 17, Grievance and Arbitration, of the Agreement and the decisions of the Committee shall be specifically excluded from the provisions of the Article.
- E. For the 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 has no other significant means of income and cannot return to work for a prolonged period (after accumulated sick leave has been exhausted) which will create a bona fide economic hardship upon the employee.

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 pro rata basis where, in its discretion, it deems it appropriate to do so and such proration does not exceed the general ninety (90) day limitation set forth herein.

- F. Additional sick leave granted under the provisions of this Article shall be charged by the District.

Section 3. Employees shall work the teacher's calendar.

If an employee works on a holiday, he/she shall be compensated at a rate of two times (2x) their hourly rate, in addition to the paid holiday.

Section 4. Each employee shall be credited with four (4) days of paid personal leave each July 1st. For purpose of this Section, an employee shall apply for personal leave at least one (1) working day in advance, whenever practicable. Unused personal leave shall be credited to the employee's sick leave.

Section 5. Bereavement leave to attend to matters relating to the death shall be granted for a period of five (5) working days per occurrence, because of death in the employee's immediate family. Immediate family is defined as including spouse, parent, grandparent, spouse's parent and/or grandparent, child, brother, sister, legal guardian and foster parent. Employees shall be granted two (2) bereavement days per occurrence (one day must be used for attendance of the funeral) for the death of aunt, uncle, niece, nephew, cousin, brother-in-law or sister-in-law.

Section 6. The Chief Shop Steward or designee shall have up to two (2) days per year to attend Union meetings, training, etc. with no loss of pay or deduction from personal leave. The Union will provide the District with five (5) days notice of such leave.

#### **ARTICLE 14 JOB SECURITY**

Section 1.

- A. Employees will acquire seniority upon the completion of a probationary period of six (6) months. Seniority will then retroactively accrue from the initial date of employment.
- B. District seniority is defined as the length of continuous service in the bargaining unit of the District's operations. An employee's effective seniority date is as recorded on their personnel record which is available upon request.

- C. An employee shall lose his/her seniority and right to be on a seniority list if:
1. The employee quits.
  2. The employee is discharged.
  3. The employee is absent for three (3) consecutive working days while regularly employed without notifying the District.
  4. The employee fails to return to work within five (5) working days of recall from lay-off or following any authorized absence.
  5. The employee is transferred to a position not covered by this agreement and does not return to their former position within twelve (12) months.
  6. The employee is absent for one (1) year due to disability or workers compensation injury.
- D. An employee is displaced from his job due to reduction in force or layoff may exercise his seniority within the Department in the following manner:
1. The employee may be assigned to an open job.
  2. The employee may be assigned to a job held by a less senior employee.

## Section 2.

- A. The District agrees to post on the District facilities' bulletin boards, openings for any permanent positions, as declared by the District, for a period of five (5) days.
- B. The District will meet with a representative of the Union to review any departmental promotions that were not awarded to the most senior eligible employee, if such meeting is requested within five (5) working days of the assignment.
- C. During the posting, the District may fill the job temporarily without regard to seniority. Job postings will state the anticipated job location, shift and workweek schedule. Employees serving a probationary period shall not be permitted to bid on any positions during that probationary period. Full-time employees shall be awarded jobs by qualifications. All qualifications being equal, seniority shall then prevail.

- Section 3. In the event the District determines that a layoff (or reduction of hours in lieu of a layoff) within the bargaining unit is warranted, the layoff shall be in inverse seniority order providing remaining employee can perform duties as required. The Union shall be notified of any impending layoff at least two (2) weeks in advance or the employee affected shall be paid in lieu thereof. When a recall occurs in a laid off employee's former position, the employee laid off last shall be notified in writing and rehired first, unless such employee has lost his/her seniority.

## **ARTICLE 15 UNIFORMS**

The District shall furnish employees with uniforms and/or replacements of such parts of such uniforms as may be reasonably necessary.

Employees must wear uniforms provided during the normal work day and at all District sponsored events unless excused by Central Office Administration. The uniforms shall consist of five (5) shirts and one (1) jacket each with Security Department identification.

Black uniform pants will be purchased by the employee. Each July, the District shall provide a \$250 stipend to each employee for the purchase of uniform pants and shoes. Uniforms shall be maintained by the employee.

## **ARTICLE 16 INSURANCE**

Section 1. The District shall pay one hundred percent (100%) of the full cost of individual healthcare coverage. For employees hired after July 1, 2003, the District shall pay ninety percent (90%) of the individual coverage. The District shall pay seventy percent (70%) of dependent coverage. Upon ratification, the employee's co-pay obligation for prescription drugs will be a \$10.00 co-pay for generic drugs, a \$20.00 co-pay for preferred drugs and a \$30.00 co-pay for non-preferred drugs.

Section 2. The District shall pay one hundred percent (100%) of the cost for an active employee's life and accidental death and dismemberment insurance plan in the amount of \$10,000 per bargaining unit member.

Section 3. The District shall pay a lump-sum payment of \$1,000 to any active employee who would qualify for coverage under the Health Insurance Plan, providing that the employee does not join or terminate coverage for the prior eleven (11) consecutive months. The payment is made only once a year and there is no additional payment if you are not covered by the plan for more than eleven (11) consecutive months. If any employee who has opted out of the Health Insurance Plan wishes to reenter, he/she may do so during open enrollment periods, January and July, of each year.

Section 4. Upon retirement after ten (10) years service, the employee may continue healthcare coverage at the same percentage level at the time of retirement.

Section 5. The District shall provide the Madison/Oneida Consortium Blue Preferred PPO Plan for medical coverage, Davis Optical for vision coverage and Delta Dental for dental coverage.

The parties agree that the health insurance benefit levels, as provided through the Blue Cross/Blue Shield PPO and as configured through the

efforts of that company and the Madison-Oneida-Herkimer Health Consortium (Consortium Plan) are the agreed upon levels. These levels will be maintained and will not be changed without mutual agreement of the parties.

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

- Benefit levels are reduced by the administrators of BC/BS, or the Consortium or
- If the District experiences sharply increased premium changes or consistently increasing premium charges in consecutive years during the life of the Agreement.

## **ARTICLE 17 GRIEVANCE AND ARBITRATION**

If any difference should arise between the District and the Union or an employee as to the meaning or application of the terms of this agreement, an earnest effort will be made to settle such differences in the following manner.

### **Section 1. Definitions**

As used herein, the following terms shall have the following meanings:

- A. "Employee" shall mean any person directly employed and compensated by the District who is represented by the Union.
- B. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the express terms of this Agreement.
- C. "Department" shall mean the Security Department.
- D. "Immediate Supervisor" shall mean the employee or officer on the next higher level above the employee in the department and who normally assigns and supervises the employee's work and approves his/her time record and evaluates his/her work performance.
- E. "Days" shall mean all days other than Saturdays, Sunday, and legal holidays. Saturdays, Sundays, and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this Article.
- F. Union representatives shall be present at each level of discipline and at each level of the grievance procedure.



- G. The grievance and arbitration procedures set forth herein shall be the sole method of resolving challenges except disciplinary action pursuant to Civil Service Law Sections 75 & 76.

**Section 2. Initial Presentation**

- A. An employee or his representative who claims to have a grievance shall present the grievance to the immediate supervisor.
- B. The immediate supervisor shall discuss the grievance with the employee and shall take such investigation as is appropriate.
- C. The supervisor shall answer the grievance, in writing, within three (3) days of receiving the grievance from the employee.

**Section 3. Second Stage**

- A. If an employee presenting a grievance is not satisfied with the decision made by the immediate supervisor, the employee may, within ten (10) days thereafter, request in writing a review and determination of the grievance by the District.
- B. The District may, and at the request of the employee shall, hold a hearing within ten (10) days after receiving the written request from the employee. The employee and the employee representative may present oral and written statements or arguments.
- C. Within five (5) days after the close of the hearing, or when a hearing should have occurred, the District shall communicate the response in writing to the grievant, and to the employee's representative.

**Section 4. Third Stage**

- A. If the grievance is not resolved in the second stage above, either the District or the Union may refer the matter to the Public Employment Relations Board (PERB) for appointment of an arbitrator in accordance with its rules. The party desiring advisory arbitration shall give written notice to PERB with a copy to the other party no later than ten (10) working days from the District's reply.
- B. The arbitrator shall have no power to add to, subtract from, or in any way modify the terms of this Agreement provided, however, that in the event a dispute arises as to the issues to be determined in the arbitration, said arbitrator is hereby empowered not only to resolve the dispute, but to determine the issues to be decided. The arbitrator's advisory decision shall be submitted to the District Board for its final and binding determination.

- C. Written briefs may be submitted by either party to the Arbitration.
- D. All fees and expenses of the arbitrator shall be borne equally by the parties. Each party to the arbitration is responsible for the expenses of presenting and defending its own case.

Section 5. **Discipline**

- A. Generally, the concept of progressive and corrective disciplinary action shall be followed when imposing discipline. That is, discipline is designed to correct the employee's behavior, not merely to punish. Progressive discipline considers lesser punishment for minor infractions with harsher penalties for greater offenses. However, proven theft or unapproved removal or possession of District property shall be grounds for termination. The process of progressive discipline shall include counseling, verbal reprimand, written reprimand, suspension or discharge.
- B. Prior to any disciplinary interrogation, the employee shall be advised they are the subject of an investigation and shall be given written notice of their right to Union representation.
- C. No employee shall be disciplined except for just cause. Such employee shall be served with written notice of the proposed action and the reason for it. Simultaneously, a copy of the notice shall be sent to the Union.
- D. No disciplinary action shall be commenced more than six (6) months after the District has knowledge of the alleged acts of incompetency or misconduct.

**ARTICLE 18  
LETTERS OF REPRIMAND**

- Section 1. An employee who receives a letter of reprimand must be given the opportunity to initial said letter before it is placed in the personnel file. The employee may appeal said letter by written, signed response. This response shall be placed in the employee's official personnel file along with the original letter of reprimand. A copy of the letter is forwarded to the Union unless the employee specifically directs otherwise.
- Section 2. Upon mutual agreement of all parties involved in the reprimand, the letter of reprimand may be removed from the employee's file if the employee's annual evaluation indicates no additional incidents similar in nature have occurred in the performance time being reviewed.

**ARTICLE 19  
MISCELLANEOUS**

**Section 1. Copies of Contract**

The District agrees to supply the Union with copies of the contract for distribution to each employee and the Union.

**Section 2. Performance Review**

An annual review of the employee's performance as delineated by the position description duties and responsibilities will be done with input from the immediate supervisor and/or the school principal, whichever is applicable, provided to the District Superintendent or his/her designee.

**Section 3. Jury Duty**

Any District employee who is required to serve as a juror, shall be granted a leave of absence with pay provided that any fees received excluding mileage allowances shall be paid to the District in a daily amount not to exceed the daily rate of compensation paid as juror's fees.

**Section 4. Certifications and Seminars**

The District will continue to pay for all certifications, re-certifications and seminars as required by any/all federal state, local or other agency.

**Section 5. Emergency Closing**

When there is an emergency closing of District facilities due to weather conditions, employees not released shall receive compensatory time off at some time in the future mutually agreed to by the department head and employee or overtime pay, at the employee's option.

**Section 6. Labor-Management Committee**

To ensure open communication on issues of importance to the District and the Union, the parties agree to create a Labor-Management Committee. Said committee shall consist of up to two (2) representatives of the District and two (2) representatives for the Union. The Committee shall be limited to job-related issues not subject to the grievance procedure. Meeting schedules shall be mutually determined by the District and the Union. If scheduled during the working time of the bargaining unit employees, the employees shall not lose pay for attending meetings. The committee shall not have the authority to modify this agreement.

**Section 7. Light Duty**

If an employee is injured on or off the job and through proper medical documentation cannot return to "full duty" status, the District may allow the employee to return to work on a "light duty" post (examples of light duty posts are at front desk in building, security office to answer phones or any other security position mutually agreed upon by the District and the Union).

"Light duty" assignments will not exceed sixty (60) working days. An employee on light duty status will not be afforded the opportunity to work overtime. The District reserves the right to review each case on an individual basis so as not to jeopardize the health and safety of the employee nor to jeopardize the liability to the District should employee be re-injured.

**Section 8 Part-time Employees**

Part-time employee's benefits shall be prorated based on a full-time employee's benefits. Part-time employees working less than twenty (20) hours per week are not eligible for health insurance.

**ARTICLE 20  
GENERAL CONSIDERATIONS**

**Section 1.** No Article or Section in this Agreement shall be in violation of Civil Service Law, the rules and regulations of the New York State Department of Civil Service, or the Judicial Conference of the State of New York, or any other law, local, state or federal.

**Section 2.** In the event that any Article or Section of this Agreement will be determined by a Court of competent jurisdiction to be null, void or unenforceable, such decision shall not affect any of the other provisions. It is further agreed that the parties to this contract will meet within thirty (30) days to negotiate negated clauses.

**Section 3.** Neither party to this Agreement shall make or attempt to make any alteration, modification, change or variation in any of the items expressly and specifically covered by this Agreement without written mutual consent.

**Section 4.** Each employee has the right to examine their personnel file upon application in writing to the District.

**Section 5.** Any reference herein to the masculine or feminine gender shall be read to include the opposite gender as well.

**Section 6.** The District shall not sub-contract any work that causes unit members to lose their position nor the opportunity for overtime work. However, notwithstanding the above, the District may utilize the Rome Police Department (RPD) or other official police agencies to perform extra work or services where special events including but not limited to: entertainment

groups, sports competitions, graduations, reunions, student or community activities or emergencies that require the services of the police for the protection of persons or property. The District shall have the sole discretion in determining the need for outside police agencies.

Section 7. The District shall provide reimbursement for repair or replacement, value up to \$100.00, for clothing and personal effects damaged or destroyed during the course of an incident to employment, provided the loss is not caused by gross negligence of the claimant. Personal effects shall be defined as items such as jewelry, watches, rings, earrings, eyeglasses, clothing, purse/handbags, wallets and cellular phones. Claimant must show that the loss was occasioned during the performance of his/her official duties.

#### **ARTICLE 21 LEGISLATIVE APPROVAL**

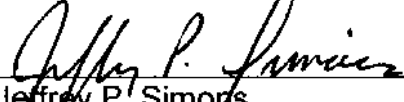
**IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PROMOTE ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

**ARTICLE 22  
DURATION**

This contract is for a term of three (3) years commencing July 1, 2009 and continues in full force and effect until June 30, 2012 or until a new contract is negotiated. Furthermore, the parties hereto agree that either party may, on or after January 1, 2012 serve notice in writing upon the other party of its desire to begin negotiations for a successor agreement. In such event the parties and/or their representatives shall commence negotiations within thirty (30) days.

In witness whereof the parties set their hands and seals in agreement on the date first set forth above.


**ROME CITY SCHOOL DISTRICT**

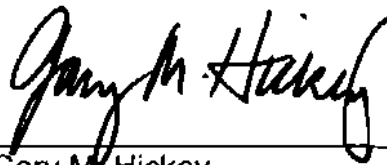
  
\_\_\_\_\_  
Jeffrey P. Simons  
Superintendent

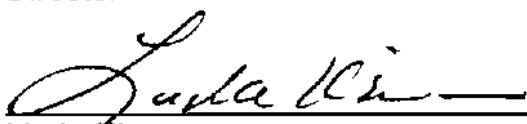
  
\_\_\_\_\_  
Frank R. Conestabile  
Director of Employee Relations

2/12/10  
\_\_\_\_\_  
Date

**UNITED PUBLIC SERVICE EMPLOYEES UNION**

  
\_\_\_\_\_  
Kevin E. Boyle, Sr.  
President

  
\_\_\_\_\_  
Gary M. Hickey  
Executive Vice President/Regional  
Director

  
\_\_\_\_\_  
Linda Kirnan  
Labor Relations Representative

Negotiating Committee:

  
\_\_\_\_\_  
Lori DeMarco, Chief Steward

  
\_\_\_\_\_  
Robert Matyi

1-22-10  
\_\_\_\_\_  
Date