

**AGREEMENT**

**by and between the**

**ROCHESTER PUBLIC LIBRARY**

**and the**

**CSEA, LOCAL 1000  
AFSCME, AFL-CIO**

**CSEA  
Rochester Public Library Part-Time Employees Unit  
Monroe County Local 828**

**July 1, 2023 – June 30, 2027**

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**ARTICLE I**  
**RECOGNITION**

**Section 1 – Unit Definition**

- A) The Employer recognizes the CSEA Monroe County Local 828, City of Rochester Part-Time Librarians Unit 7420 as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other terms and conditions of employment for all regularly scheduled part-time employees, not designated by the Employer as “on-call” working in the Rochester Public Library who are employed in the following titles: Clerk II, Clerk III, Clerk Typist, Clerk III with Typing, Library Assistant, Cleaner, Security Guard, Shipping Aide, Truck Driver, Librarian I, Librarian II, Administrative Assistant, Graphic Assistant, Youth Services Assistant, Maintenance Worker Library, Duplicating Operator, Digital Media Associate, Historical Researcher, Mail Room Clerk, Materials Processor, Community Library Youth Services Specialist and Building Maintenance Helper.
- B) The Employer will provide a list of “on-call” employees to the unit president.

**Section 2 – Lists**

The Employer agrees to provide the union, at no cost, a list of all bargaining unit job titles and their corresponding pay brackets, upon request, but limited to two times per year.

**ARTICLE II**  
**UNION SECURITY**

**Section 1 – Union Dues**

- A) The Employer shall deduct Union dues, each payroll period, from the wages of employees who have filed with the Director of The Department of Human Resource Management an appropriate written authorization and shall remit the same to the Union. The Union shall provide the necessary authorization forms. The Union shall certify the amount of Union dues to be deducted from each employee’s wages to the Director of The Department of Human Resource Management.
- B) The total of all such dues deductions and representative cost deductions shall be remitted biweekly to the Union, at CSEA Headquarters, 143 Washington Avenue, Albany, New York 12210.
- C) Any change in the amount of Union dues to be deducted must be certified by the Union in writing and be forwarded to the Director of the Department of Human Resource Management, with a minimum of 30 days’ notice.
- D) The union agrees to hold the employer harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this Article.



## **Section 2 – Postings and Communications**

- A) The Employer shall designate a space in each facility where a bargaining unit member is assigned for the purpose of the Union to post official union notices of a non-political and/or non-inflammatory nature. The Union will limit the posting of Union notices to such spaces.
- B) The employer agrees to post all unit job notices in all such designated spaces and to forward a copy of the notice to the Union at the time of distribution. All job postings shall also be posted electronically on the library interoffice email system.
- C) The union shall be allowed use of the library's inter-office mail system to communicate to its members as long as such communications are official Union business related to the unit and are of a non-political and non-inflammatory nature.

## **Section 3 – Access to Work Sites by CSEA Representatives**

Non-employee representatives from the Local or an insurance representative shall have reasonable access to location within the facility designated by the Director or his designee to meet with off duty bargaining unit employees. The Local representative shall call the facility manager before arrival and obtain prior approval, which approval shall not be unreasonably denied, before entering the premises. The Local representative shall not disturb employees who are working or other Employer personnel. For purposes of this Section, off-duty shall also include unit members, who are on approved breaks or lunchtime; subject to the performance of emergency duties should an emergency occur.

## **Section 4 – Union Officials List**

The union shall provide the employer with an initial list of union officers and stewards within 30 days of the execution of this agreement and shall update such list when changes occur during the term of this agreement.

## **Section 5 – Unit Membership List**

There shall be sent to the Union, a master list of all bargaining unit employees on a quarterly basis. This list shall include the employee's name, job title, department and home address. Upon an employee's written request, the employee's address shall not be disclosed. The Employer shall provide the Union with a copy of the employee's written request.

## **Section 6 – Release Time for Union Business**

The unit president, or the president's designee, may receive up to four (4) hours per week of paid release time from work to meet with the Employer concerning administration of the Agreement, to present grievances, attend arbitrations or hearings before the NYS Public Employment Relations Board. Reasonable effort will be made to schedule meetings outside and congruent to the work hours of the President. In no event will the union activities be permitted to interfere with the operations of the Employer or functions to which the various personnel are assigned.

For contract negotiations, the Union shall be permitted to have up to six (6) members on the negotiating committee. In the event that any of the members of the committee are scheduled to work during the time set aside for negotiations, they will be paid for their regular hours.

**Section 7 – CSEA Annual Delegates Convention**

If the President of the bargaining unit is an elected delegate to the annual CSEA Delegates Convention, s/he may be released from his/her regular work duties to attend the convention for up to five (5) consecutive workdays if such attendance will not unreasonably disrupt library operations. The Unit President/delegate will be paid his/her regular salary in the same manner and on the same pay date as issued by the City of Rochester Library. The City of Rochester will invoice CSEA for the amount of the Unit President's salary that will include the employer's share of FICA and Medicare. CSEA will reimburse the City within thirty (30) days from the date of receipt of invoice. The Union President/Delegate will provide the employer with prior notice of at least thirty (30) calendar days of his/her intent to attend the convention.

**ARTICLE III  
MANAGEMENT RIGHTS**

Except where expressly limited by a specific provision of this Agreement, the Employer shall have the sole and exclusive rights to make and implement decisions with respect to the management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine what work is to be performed, its place of performance, and who is to perform it in all the operations and services of the Rochester Public Library; to supervise and direct the working forces; to establish the qualifications for hiring and to hire and promote employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign and to transfer employees; to determine the methods, means and organization by which operations are conducted; to make, alter and enforce rules, regulations, policies and procedures on all matters and subjects; to evaluate employees, to discipline, suspend and discharge employees for just cause (except probationary employees, defined as employees with less than one year of service with the employer, without cause); to determine whether services are to be provided by employees covered by this agreement or by other employees or persons not covered by this agreement; to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the employer. It is specifically provided however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement

**ARTICLE IV  
WAGES**

**Section 1 – Wage Increases**

The wage schedule for unit members shall be increased as follows:

- Effective July 1, 2023: 3.25% increase
- Effective July 1, 2024: 3.25% increase
- Effective July 1, 2025: 3.00% increase
- Effective July 1, 2026: 3.00% increase

## **Section 2 – Wage Schedule**

The step wage program shall remain in effect and the wage schedule shall be attached to the contract. The salary and wage schedules for employees hired on or after July 1, 2006 will contain an additional step in each bracket listed in Appendix I. This step will be three percent (3.00%) lower than the Step A.

The salary and wage schedules for employees who have completed 15-years of service or more as defined by their adjusted hire date will include a Step F service step that will be two percent (2.00%) higher than Step E effective as of the first day of the first full payroll period following their anniversary date.

## **Section 3 – Pay Period**

- A) The wages of employees shall be paid on the same day each pay period. In the event this day is a holiday, the preceding day shall be the payday.
- B) The day of payment of wages may be subject to change by the employer upon giving of no less than 60 days' notice after prior consultation with the union.

## **Section 4 – Compliance with State Minimum Wage**

The wage rates for the Retrieval Room Aide P/T and Shipping Aide P/T will not be below the effective state minimum wage at any time during this agreement.

# **ARTICLE V** **INSURANCE**

## **Section 1 – Health Insurance**

Employees selecting coverage shall pay the entire cost of the premium on a monthly payroll deduction basis, as determined by the Employer. In the event that net pay is insufficient to cover the costs of the premium, the employee shall make payment, in advance of the month of coverage, by check to the Employer.

The Employer will notify unit members of the annual open enrollment period.

The Employer reserves the right to change insurance carriers and/or coverage's including becoming self-insured if it deems necessary.

## **Section 2 – Life Insurance**

All unit members shall be provided with a \$5,000 life insurance with double indemnity for accidental death. The Employer reserves the right to determine the carrier.

### **Section 3 – CSEA EBF Dental and Vision Plan**

Effective November 1, 2013, bargaining unit members who enroll through CSEA in the CSEA EBF Dental and Vision Plan will pay the entire cost of the premium through payroll deduction.

### **ARTICLE VI DEFERRED COMPENSATION**

Membership to the New York State Employees Retirement System is available to all part-time employees with civil service appointments. Retirement benefits will be provided pursuant to the Rules and Regulations of New York State.

The employer will make available on a voluntary basis, a deferred compensation plan. Such deferred compensation plan will be designed and administered by the City, which reserves the right to make changes in such plan upon prior notice to the Union.

The employer shall make available to all members a Flexible Spending Account program to permit payroll deduction of pre-tax dollars for limited purposes, approved by the Internal Revenue Codes. The design method of administration and choice of administrator shall be at the sole discretion of the employer. The employer may discontinue the program in the event that the IR Codes are modified to eliminate or substantially reduce the benefit.

### **ARTICLE VII WORKERS' COMPENSATION**

The employer shall provide New York State Workers' Compensation coverage for employees.

### **ARTICLE VIII HOLIDAYS**

- A) Unit members working 650 hours or more in the preceding calendar year will be eligible for) six (6) paid holidays, at the rate of four (4) hours pay per holiday. Holidays shall include: New Year's Day, Thanksgiving Day, December 24<sup>th</sup>, December 25<sup>th</sup>, Martin Luther King Jr. Day, and Juneteenth.
- B) Unit members who have worked more than 650 hours in the preceding calendar year and have six (6) or more years of service with the Employer shall receive an additional three (3) paid holidays: Memorial Day, Labor Day and Independence Day.
- C) Any veteran of the United States Armed Forces shall receive Veterans' Day as a holiday.
- D) All time worked by the Unit member in any capacity for the City in the preceding calendar year (e.g., seasonal, temporary non-bargaining unit, temporary full-time) will count towards the 650 hour minimum.

**ARTICLE IX**  
**TUITION ASSISTANCE**

Effective July 1, 2021 members will be eligible for tuition assistance in accordance with the City of Rochester Tuition Assistance Policy. See Appendix II.

**ARTICLE X**  
**LEAVES OF ABSENCE**

**Section 1 – Leave with Pay**

**A) Eligibility and hours earned:**

1. Effective January 1, 2014, employees will earn paid leave in accordance with the following schedule, if the employee worked a minimum of 650 hours in the preceding calendar year:

<b><u>Years of Service</u></b>	<b><u>Hours of Paid Leave</u></b>
1 – 3	12 hours
4 – 7	28 hours
8 or more	34 hours

If an employee has qualified and received the holiday and leaves of absence benefits for three (3) consecutive years, the employee will be allowed to continue receiving those same benefits for one (1) year if their hours worked in that year are 600 or greater. When an employee receives this benefit at the 600-hour threshold under this provision, their threshold for the following year to qualify for holiday and leaves of absence benefits will revert back to 650 hours. In order to re-qualify for the benefit of the lower threshold above, the employee will be required to have qualified for and received the holiday and leaves of absence benefits at the 650-hour threshold for a minimum of three (3) consecutive years.

2. Each employee is permitted to retain a maximum of fourteen (14) hours of unused paid leave from a given calendar year to the subsequent calendar year.
  3. All time worked by the Unit member in any capacity for the City in the preceding calendar year (e.g., seasonal, temporary non-bargaining unit, temporary full-time) will count towards the 650 hour minimum.
- B)** Except in the event of illness of the employee or personal emergency, all requests for the use of leave time shall be in writing, on a form provided by the Employer, four weeks prior to the use of the leave. This provision may be waived by the employee's supervisor, at the supervisor's sole discretion.
- C)** The Employer may require the employee to substantiate a claim of illness by providing a certificate from a treating physician which shall include the date(s) the employee was temporarily disabled due to illness/injury. Failure to provide such

documentation when requested shall result in loss of pay for said absences and may be grounds for discipline.

### **Section 2 – Bereavement Leave**

After the six (6) months of service in the event of death in the family of an employee (spouse, parents, children, sisters, brothers, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, domestic partner, step-parent, step-children, step-brother, and step-sister) or any relatives residing in the employee's household, the employee will be allowed up to two workdays (8 hours) leave of absence, within four (4) calendar months from the date of death, with pay, to make household arrangements, arrangements for the funeral or to attend the funeral services. In addition, one unpaid day of funeral leave may be granted. Notice of death shall be furnished to the employer by the employee, upon request.

### **Section 3 – Jury Duty**

- A) Employees shall be granted a leave of absence with pay when they are required to report for jury duty or jury service. An employee must notify his immediate supervisor no later than his first scheduled shift following receipt of a notice of selection for jury duty or examination and must provide proof of the necessity of such service to his Department Head.
- B) Employees are required to work all available reasonable hours outside of those actually required for jury duty, or jury duty examination in accordance with the employee's regular work schedule. Employees must request telephone alert to the extent allowed by the Commissioner of Jurors or the Court.
- C) The City shall have the right to seek a waiver from jury duty for the employee. Employees exempted from jury duty must accept the exemption or shall not be paid by the City for such time.
- D) An employee on jury duty shall receive his regular pay less the allowance paid to jurors.

### **Section 4 – Conference Leave**

The Employer will maintain its existing policy regarding Conference Leave. Any modification of the conference leave policy that impacts the AFSCME unit members will apply to this unit's members.

### **Section 5 - Absence as Resignation**

Any employee absent from work without authorization for three (3) consecutive scheduled work days shall be deemed to have resigned from the employee's position.

**ARTICLE XI**  
**WORK SCHEDULE**

**Section 1 – Schedules**

Each employee shall work a schedule determined by the supervisor who shall be responsible for the maintenance of schedules in the unit.

**Section 2 – Lunch Breaks**

- A) There shall be a 20-minute paid lunch period for Security Guard personnel who are required by the employer to remain at their work station or work site during the course of the workday.
- B) Where working conditions do not require continuous maintenance of a work station or continued presence at the work site, lunch period shall be unpaid and for a minimum of 30 minutes duration as may be determined by the employer.
- C) For the purposes of this article, workday shall be defined as seven or more continuous hours of work.

**Section 3 – Rest Periods**

Employees shall be allowed one 15-minute relief period for each three-to-four-hour segment of continuous service. Relief time shall not be added to the lunch period or be taken at the beginning or end of the workday. Permission to take this time shall be subject to scheduling problems or other emergencies in each unit. Relief time shall not be cumulative.

**ARTICLE XII**  
**DISCIPLINE**

**Section 1 – Nature of Discipline and Discharge**

- A) The Employer shall have the right to discipline an employee for just cause. The Employer shall endeavor to use progressive discipline where appropriate. Where the appointing authority or his designee determines to impose a written reprimand, a fine not to exceed \$200, suspension without pay not to exceed sixty (60) calendar days, reduction in title and grade, or dismissal from service, notice of such discipline shall be made in writing and served upon the employee. The reason(s) for which disciplinary action is being taken and the penalty imposed shall be specified in the notice. The Union will be sent a copy of all notices transmitted as a result of this Section within twenty-four (24) hours after notice has been sent to the employee.
- B) If the employee is summoned for disciplinary action and desires a Union Representative to be present at the scheduled time, the Union Representative shall be allowed to be present.



- C) Except for fraud or any felony where the statute of limitations has not expired, an employee shall not be disciplined for acts which occurred more than one (1) year prior to the imposition of the discipline, unless discovered more than one year after its occurrence, in which case discipline may be imposed within ninety (90) days of such discovery.

## **Section 2 – Procedure**

- A) Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure, including the arbitration step, if necessary. This Article procedure shall be exclusive, and the procedure and remedies herein provided shall apply in lieu of all other procedures and remedies, including Section 75 and 76 of the Civil Service Law which shall not apply to unit members.
- B) In the event that a grievance is pursued to arbitration, in addition to all other provisions set forth in Article 13 of this Agreement pertaining to arbitration, the following shall apply. Disciplinary arbitrators shall confine themselves to determinations of guilt or innocence and the appropriateness of the imposed penalties. The decision of the arbitrator shall be based upon a preponderance of evidence submitted or presented. Disciplinary arbitrators shall not add to, subtract from or modify the provisions of this Agreement. The disciplinary arbitrator's decision with respect to guilt or innocence, penalty, or probable cause for suspension pursuant to subdivision C of this Section, shall be final and binding upon the parties and the employee, and the disciplinary arbitrator may approve, disapprove or take any other appropriate action warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay for all or part of the period of suspension. If the disciplinary arbitrator, upon review, finds probable cause for the suspension under subdivision C of this Section, if any, he may consider such suspension in determining the penalty to be imposed.
- C) Prior to being issued a notice of discipline, an employee may be suspended without pay by his appointing authority only pursuant to paragraphs (1) or (2) below.
1. The appointing authority or his designee may suspend without pay an employee when the appointing authority or his designee determines that there is probable cause that such employee's continued presence on the job represents a potential danger to persons or property or would interfere with operations. Such determination shall be reviewable by a disciplinary arbitrator. A notice of discipline shall be served no later than seven (7) working days following any such suspension.
  2. The appointing authority or his designee may suspend without pay an employee charged with the commission of a crime which in the opinion of the appointing authority is related to the employee's job duties. Such employee shall notify his appointing authority in writing of the disposition of any criminal charge including a certified copy of such disposition within five (5) days thereof. Within thirty (30) calendar days following such suspension under this provision, or within five (5) days from receipt by the appointing authority of notice of disposition of the charge from the employee, whichever



occurs first, a notice of discipline shall be served on such employee or he shall be reinstated with back pay. Nothing in this paragraph shall limit the right of the appointing authority or his designee to take disciplinary action during the pendency of criminal proceedings.

- D) This Article does not apply to employees with less than one year of service with the employer, who may be disciplined at the discretion of the Employer.

## **ARTICLE XIII** **GRIEVANCE PROCEDURE**

### **Section 1 – Definition of Grievance**

A grievance is a dispute or difference of opinion raised by an employee or the Union against the Employer involving an alleged violation or misapplication of an express provision of this agreement.

### **Section 2 – Procedure**

- A) All grievances shall be handled in accordance with the following steps.

**STEP 1:** The grievance shall be presented in writing by the Union President or other authorized Union representative to the appropriate Assistant Director within seven (7) working days of the act or omission giving rise to the grievance, or within three (3) additional working days of the date upon which any of the employees affected by the situation, condition, or action to be grieved, becomes aware of such act or omission. The Assistant Director shall respond to the Union President or authorized Union representative within ten (10) working days. If the grievance is not presented as set forth in this step, the grievance shall be deemed waived.

**STEP 2:** If the grievance is not settled at Step 1, the grievance shall be presented in writing to the Director by the Union President or other authorized Union representative within ten (10) working days after the Division Head's response is given or is due. The Director shall respond to the Union Steward or authorized Union representative in writing within seven (7) working days. If the grievance is not presented as set forth in this step, the grievance shall be deemed waived.

**STEP 3:** If the grievance is not settled at Step 2, the Union President or representative will present the grievance in writing to the Manager of Labor Relations within ten (10) working days after the response at Step 2 is given or due. The Manager of Labor Relations will reply in writing within seven (7) working days of receiving the grievance, with a copy of the response to the Union President or representative. If the grievance is not presented as set forth in this step, the grievance shall be deemed waived.

**STEP 4:** If a settlement is not reached at Step 3, either the Union may, within ten (10) working days after the response at Step 3 is given or is due, and upon written

notice to the Manager of Labor Relations, request arbitration. If arbitration is not requested as set forth in this step, it shall be deemed waived.

- B) The time limits in the grievance procedure for Steps 1, 2, 3 and 4 may be extended by mutual agreement of the Union and the City and shall be confirmed in writing.
- C) Any grievance, and any request for arbitration, shall contain a plain statement of the grievance, the Division and location of the employee's assignment, the employee or employees involved, the specific provision or provisions of the agreement in dispute, and the remedy being sought.
- D) Grievances of a general nature affecting several employees in each of two or more units within the Rochester Public Library may be initiated at Step 2 of the grievance procedure, within ten (10) working days of the act or omission giving rise to the grievance, or within three (3) additional working days of the date upon which any of the employees affected by the situation, condition, or action to be grieved, becomes aware of such act or omission. The names of the affected employees may be eliminated from the written grievance where the number of affected employees is too numerous to list, in which case job titles will be used.
- E) An employee shall be entitled to Union representation at each, and every step of the grievance procedure set forth herein.

### **Section 3 – Arbitration Procedure**

- A) An arbitration proceeding shall be conducted by an arbitrator designated, and pursuant to rules agreed upon, in accordance with this subdivision. Within thirty (30) days of the execution of this Agreement, the parties will:
  - 1. Select and maintain a panel of mutually acceptable arbitrators who shall serve for the duration of the Agreement. Such panel shall consist of not fewer than three (3) arbitrators. The arbitrators shall be initially listed in alphabetical order and shall be designated on a rotating basis to arbitrate individual cases. In the event an arbitrator is unavailable to hear a specific case, such arbitrator will be temporarily passed over, but shall be at the top of the list for the next case. Both parties reserve the right during the term of this Agreement to remove up to two (2) arbitrators from the panel. A party removing an arbitrator from the panel shall propose a replacement acceptable to the other party. Arbitrators shall also be replaced by mutual agreement in the event of resignation or any other inability to serve.
  - 2. Agree upon Rules of Procedure modeled after Part 207 of the Rules and Regulations of the Public Employment Relations Board (PERB), except that references to the "Board" and the "Director of Conciliation" and like references to PERB and its officers and agents shall be deleted and modified as necessary. The Rules of Procedure agreed upon pursuant to this Section shall be reduced to writing and shall be made available to the panel of arbitrators and other interested parties. Such Rules of Procedure may be amended by mutual consent in the manner described in Article 20, Section 2.

In the event the procedure described above is not, or cannot be, implemented, or terminates or is unenforceable for any reason, arbitrations conducted pursuant to this Agreement shall be governed by Part 207 of the Rules and Regulations of the Public Employment Relations Board. Notwithstanding any provisions of any procedure or rule inconsistent with the express terms of this Collective Bargaining Agreement, any such inconsistent procedure or rule shall be void and superseded by the express terms of this Agreement.

- B) The decision or award of the arbitrator shall be final and binding on the City, the Union and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement, and the arbitrator shall be requested to issue his decision or award within thirty (30) calendar days after the conclusion of the testimony and arguments.
- C) The arbitrator functioning under this step of the grievance procedure shall have no power to amend, modify, nullify, ignore, add to, subtract from or delete any provisions of this Agreement, and shall confine his decision and award solely to the interpretation and application of this Agreement. The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority or power to determine any other issues not so submitted to him. The arbitrator shall have no authority or power to render a decision or award inconsistent with statutory or appellate decisional law or New York State Public Policy.
- D) Expenses for the arbitrator's services and the proceeding shall be borne equally by the Employer and the Union. However, each party shall be responsible for bearing the costs of preparing, and presenting its own case, including, but not limited to, compensating its own witnesses. If either party desires a transcript of the proceeding, it may cause the transcript to be made, provided it pays for the transcript and makes copies available without charge to the arbitrator and to the other party.

## **ARTICLE XIV**

### **WORKFORCE CHANGES**

#### **Section 1 – Seniority**

- A) Seniority for members of the unit shall mean the length of continuous service with the employer, either full or part-time, from the original date of hire less any breaks in services.
- B) An employee's seniority shall be terminated by any of the following:
  - 1. Resignation without reinstatement within one year.
  - 2. Discharge for just cause.
  - 3. Layoff for a period exceeding the employee's seniority.
  - 4. Failure to report for work after layoff and notice from the employer to report for work; or
  - 5. Failure to return to work at the expiration of an approved leave of absence.

- C) For purposes of determining seniority and length of service and for purposes of holiday pay eligibility, breaks in service shall mean any suspension without pay, unpaid leave or a period of less than one year when not an employee of the employer. Continuous service shall include leave for injury in the line of duty, leave while empaneled on a jury, authorized military leave, any paid leave of absence from the employer.
- D) The Unit President will be provided a seniority list, upon request.

### **Section 2 – Layoff in the Laboring and Non-Competitive Classes**

- A) In the event it becomes necessary to layoff laboring or non-competitive employees for any reason, employees within a job title shall be laid off in the following manner:
  - 1. Employees not having seniority shall be laid off first.
  - 2. The least senior in the affected job titles will be laid off in inverse seniority, except that the employer will neither be required to lay-off any unit member who is the sole employee in the title with the skills to perform a retained function, nor to place an employee in any position for which an employee is not qualified to perform the required duties.
- B) The employer shall forward a list of those employees being laid off to the Local Union President on the same date that the notices are issued to the employees.
- C) Employees to be laid off will have at least ten (10) working days' notice of layoff or be paid in lieu of time.

### **Section 3 – Recall**

- A) All employees in Laboring and Non-Competitive classes who have been laid off shall be recalled within their former title within the bargaining unit before a new employee is hired in such title.
- B) An employee shall be recalled from layoff to the same title and salary step he/she was in at the time of his/her layoff. Such recall shall be in the reverse order of layoff and under the following conditions:
  - 1. Seniority is the major factor; and
  - 2. He/She can do the work; or
  - 3. He/She can learn to do the available work within thirty (30) working days.
- C) Notice of recall shall be sent to the employee at his last known address by registered or certified mail and a copy sent to the President of the Union. If any employee fails to report for work within ten (10) working days from the date of mailing the notice of recall, he shall be considered a quit. Recall rights for any employee shall expire one (1) year from the date of layoff, or a period equal to that of his seniority, but never more than four (4) years. Written notice of expiration of recall rights shall be sent to the employee at this last known address by registered or certified mail. It shall be the

responsibility of the Union to maintain the recall list from information supplied by the City.

**ARTICLE XV**  
**FAMILY AND MEDICAL LEAVE ACT**

Notwithstanding any other provisions of this Agreement, the Employer may take action that is in accordance with what is legally permissible under the Family Medical Leave Act in order to be in compliance with the Act, so long as it does not diminish or alter any current statutory benefit. The Employer may adopt policies and procedures that are lawful under the Family and Medical Leave Act, including a policy requiring an employee to exhaust paid leave before being granted FMLA leave.

**ARTICLE XVI**  
**AMERICANS WITH DISABILITIES ACT**

The Employer may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Act in order to be in compliance with the Americans with Disabilities Act, so long as it does not diminish or alter any current statutory benefit.

**ARTICLE XVII**  
**DRUG AND ALCOHOL TESTING**

The Employer may require the employees to submit to urinalysis, or other appropriate testing, upon reasonable suspicion that the employee is using controlled substances. The Employer shall establish procedures for such testing. Use of drugs as well as being under the influence of alcohol or the consumption of alcohol while on duty shall be cause for discipline, including discharge.

**ARTICLE XVIII**  
**EMPLOYEE ASSISTANCE PROGRAM**

The Employer shall make available an Employee Assistance Program for the use of the employees in accordance with City policy. The services provided and service provider shall be at the discretion of the Employer and may be changed without notice and without obligation of negotiating the decisions or the impact.

**ARTICLE XIX**  
**GENERAL PROVISIONS**

**Section 1 – Transportation**

- A) The City shall provide Regional Transit Service bus passes to, and for the sole use of employees at a discount of twenty-five (\$25.00) dollars a month for the “31-day

passes” or employees may choose to purchase up to five (5) ten-ride passes each month at a three-dollar (\$3.00) discount for each ten-ride pass purchased.

- B)** If the South Avenue Garage is under City ownership, the City shall provide parking spaces at the South Avenue Garage for unit members who work in the Rochester Central Library with the following conditions:
1. Eligible unit members shall receive a \$30.00 per month discount through June 30, 2027. Such discount rate is subject to change at the discretion of the City.
  2. Parking under this agreement may be limited to the upper levels of the parking garage, as determined by the City.
  3. The City shall determine the method of payment and the procedures for obtaining a monthly permit.
  4. This provision shall take effect as soon as practicable after the ratification of this agreement.

## **Section 2 – Miscellaneous**

Unit members that qualify for a promotional civil service exam offered by the City of Rochester shall have the exam fee waived or shall be reimbursed for the exam fee by the City.

## **ARTICLE XX ENTIRE AGREEMENT**

- A)** This Agreement supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term unless otherwise expressly provided herein.
- B)** The Employer and the Union, for the duration of this Agreement each voluntarily and unqualifiedly waives any right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Employer’s exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. This paragraph does not waive the right to bargain over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining and concerning which the City is considering changing during the term of this Agreement.

## **ARTICLE XXI TERMINATION OR MODIFICATION**

### **Section 1 – Duration of Agreement**

- A)** Except as otherwise provided, this master Agreement shall go into effect upon execution by the parties and shall remain in full force and effect until June 30, 2027. No provision of the Agreement is intended to have retroactive application prior to the actual date of execution of this Agreement.

- B) This master Agreement shall continue in force and effect from year to year thereafter unless either party shall notify the other party in writing not earlier than the 1<sup>st</sup> of October and not later than the 30<sup>th</sup> of October immediately preceding the termination date of its intention to modify or terminate this Agreement.
- C) It is understood and agreed that negotiations pursuant to such notice to amend or terminate shall begin on a mutually agreeable date following the giving of such notice.

**Section 2 – Modification**

No amendment, alteration or modification of this Agreement shall be binding unless it is in writing and signed by the Library Director and the City of Rochester Manager of Labor Relations and by a duly authorized representative of the Union.




**Section 3 – Taylor Law § 204-a**


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.

IN WITNESS WHEREOF, THE PARTIES HAVE HERETO CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES:

FOR THE CITY:

  
Sarah Cressman  
Manager of Labor Relations

DATED: 9 / 6 / 23


  
Patricia Uttaro  
Director

DATED: 9 / 13 / 23

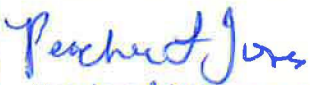
FOR THE UNION:

  
Margaret Chatterton  
Unit President

DATED: 9 / 14 / 23

  
Donald E. Havens, Jr.  
Labor Relations Specialist

DATED: 9 / 15 / 2023

APPROVED AS TO FORM  
 9/1/23  
Municipal Attorney, City of Rochester



**APPENDIX I**  
**WAGE SCHEDULE**

**CSEA Wage Schedule**  
**Effective July 1, 2023 (3.25% increase)**

TITLE	Bracket	Step A	Step B	Step C	Step D	Step E	Step F
Administrative Assistant	N165	24.91	25.69	26.53	27.36	27.90	28.46
Building Maintenance Helper	N528	16.61	17.15	17.67	18.23	18.78	19.12
Class 5 Truck Driver	N085	19.80	20.41	21.05	21.71	22.14	22.60
Cleaner Library	N015	16.85	17.38	17.94	18.51	18.88	19.24
Clerk II Library	N095	20.29	20.91	21.58	22.26	22.70	23.16
Clerk III with Typing Library	N075	19.32	19.91	20.53	21.17	21.62	22.04
Clerk Typist Library	N035	17.66	18.20	18.76	19.36	19.78	20.14
Community Library Youth Services Specialist	N145	23.37	24.07	24.89	25.65	26.16	26.71
Digital Media Associate	N145	23.37	24.07	24.89	25.65	26.16	26.71
Duplicating Operator	N065	18.82	19.40	20.00	20.70	21.08	21.50
Graphic Assistant	N145	23.37	24.07	24.89	25.65	26.16	26.71
Historical Researcher	N185	25.83	26.64	27.46	28.33	29.19	30.10
Librarian I	N185	25.83	26.64	27.46	28.33	29.19	30.10
Librarian II	N195	27.35	28.21	29.09	30.02	30.62	31.23
Library Assistant	N145	23.37	24.07	24.89	25.65	26.16	26.71
Mail Room Clerk	N095	20.29	20.91	21.58	22.26	22.70	23.16
Maintenance Worker	N575	18.89	19.47	20.08	20.71	21.35	21.78
Materials Processor	N035	17.66	18.20	18.76	19.36	19.78	20.14
Security Guard Library	N015	19.11	19.72	20.31	20.93	21.62	21.99
Shipping Aide	N402	15.79	15.79	15.79	15.79	15.79	16.11
Youth Services Assistant	N075	19.32	19.91	20.53	21.17	21.62	22.04
Youth Services Coordinator	N145	23.37	24.07	24.89	25.65	26.16	26.71

**CSEA Wage Schedule**  
**Effective July 1, 2024 (3.25% increase)**

TITLE	Bracket	Step A	Step B	Step C	Step D	Step E	Step F
Administrative Assistant	N165	25.71	26.52	27.39	28.24	28.80	29.38
Building Maintenance Helper	N528	17.14	17.70	18.24	18.82	19.39	19.74
Class 5 Truck Driver	N085	20.44	21.07	21.73	22.41	22.85	23.33
Cleaner Library	N015	17.39	17.94	18.52	19.11	19.49	19.86
Clerk II Library	N095	20.94	21.58	22.28	22.98	23.43	23.91
Clerk III with Typing Library	N075	19.94	20.55	21.19	21.85	22.32	22.75
Clerk Typist Library	N035	18.23	18.79	19.36	19.98	20.42	20.79
Community Library Youth Services Specialist	N145	24.12	24.85	25.69	26.48	27.01	27.57
Digital Media Associate	N145	24.12	24.85	25.69	26.48	27.01	27.57
Duplicating Operator	N065	19.43	20.03	20.65	21.37	21.76	22.19
Graphic Assistant	N145	24.12	24.85	25.69	26.48	27.01	27.57
Historical Researcher	N185	26.66	27.50	28.35	29.25	30.13	31.07
Librarian I	N185	26.66	27.50	28.35	29.25	30.13	31.07
Librarian II	N195	28.23	29.12	30.03	30.99	31.61	32.24
Library Assistant	N145	24.12	24.85	25.69	26.48	27.01	27.57
Mail Room Clerk	N095	20.94	21.58	22.28	22.98	23.43	23.91
Maintenance Worker	N575	19.50	20.10	20.73	21.38	22.04	22.48
Materials Processor	N035	18.23	18.79	19.36	19.98	20.42	20.79
Security Guard Library	N015	19.73	20.36	20.97	21.61	22.32	22.70
Shipping Aide	N402	16.30	16.30	16.30	16.30	16.30	16.63
Youth Services Assistant	N075	19.94	20.55	21.19	21.85	22.32	22.75
Youth Services Coordinator	N145	24.12	24.85	25.69	26.48	27.01	27.57


**CSEA Wage Schedule**  
**Effective July 1, 2025 (3% increase)**

TITLE	Bracket	Step A	Step B	Step C	Step D	Step E	Step F
Administrative Assistant	N165	26.48	27.31	28.21	29.08	29.66	30.26
Building Maintenance Helper	N528	17.65	18.23	18.78	19.38	19.97	20.33
Class 5 Truck Driver	N085	21.05	21.70	22.38	23.08	23.53	24.02
Cleaner Library	N015	17.91	18.47	19.07	19.68	20.07	20.45
Clerk II Library	N095	21.56	22.22	22.94	23.66	24.13	24.62
Clerk III with Typing Library	N075	20.53	21.16	21.82	22.50	22.98	23.43
Clerk Typist Library	N035	18.77	19.35	19.94	20.57	21.03	21.41
Community Library Youth Services Specialist	N145	24.84	25.59	26.46	27.27	27.82	28.39
Digital Media Associate	N145	24.84	25.59	26.46	27.27	27.82	28.39
Duplicating Operator	N065	20.01	20.63	21.26	22.01	22.41	22.85
Graphic Assistant	N145	24.84	25.59	26.46	27.27	27.82	28.39
Historical Researcher	N185	27.45	28.32	29.20	30.12	31.03	32.00
Librarian I	N185	27.45	28.32	29.20	30.12	31.03	32.00
Librarian II	N195	29.07	29.99	30.93	31.91	32.55	33.20
Library Assistant	N145	24.84	25.59	26.46	27.27	27.82	28.39
Mail Room Clerk	N095	21.56	22.22	22.94	23.66	24.13	24.62
Maintenance Worker	N575	20.08	20.70	21.35	22.02	22.70	23.15
Materials Processor	N035	18.77	19.35	19.94	20.57	21.03	21.41
Security Guard Library	N015	20.32	20.97	21.60	22.26	22.99	23.38
Shipping Aide	N402	16.78	16.78	16.78	16.78	16.78	17.12
Youth Services Assistant	N075	20.53	21.16	21.82	22.50	22.98	23.43
Youth Services Coordinator	N145	24.84	25.59	26.46	27.27	27.82	28.39

**CSEA Wage Schedule**  
**Effective July 1, 2026 (3% increase)**

TITLE	Bracket	Step A	Step B	Step C	Step D	Step E	Step F
Administrative Assistant	N165	27.27	28.12	29.05	29.95	30.54	31.16
Building Maintenance Helper	N528	18.17	18.77	19.34	19.96	20.56	20.93
Class 5 Truck Driver	N085	21.68	22.35	23.05	23.77	24.23	24.74
Cleaner Library	N015	18.44	19.02	19.64	20.27	20.67	21.06
Clerk II Library	N095	22.20	22.88	23.62	24.36	24.85	25.35
Clerk III with Typing Library	N075	21.14	21.79	22.47	23.17	23.66	24.13
Clerk Typist Library	N035	19.33	19.93	20.53	21.18	21.66	22.05
Community Library Youth Services Specialist	N145	25.58	26.35	27.25	28.08	28.65	29.24
Digital Media Associate	N145	25.58	26.35	27.25	28.08	28.65	29.24
Duplicating Operator	N065	20.61	21.24	21.89	22.67	23.08	23.53
Graphic Assistant	N145	25.58	26.35	27.25	28.08	28.65	29.24
Historical Researcher	N185	28.27	29.16	30.07	31.02	31.96	32.96
Librarian I	N185	28.27	29.16	30.07	31.02	31.96	32.96
Librarian II	N195	29.94	30.88	31.85	32.86	33.52	34.19
Library Assistant	N145	25.58	26.35	27.25	28.08	28.65	29.24
Mail Room Clerk	N095	22.20	22.88	23.62	24.36	24.85	25.35
Maintenance Worker	N575	20.68	21.32	21.99	22.68	23.38	23.84
Materials Processor	N035	19.33	19.93	20.53	21.18	21.66	22.05
Security Guard Library	N015	20.93	21.60	22.25	22.93	23.68	24.08
Shipping Aide	N402	17.28	17.28	17.28	17.28	17.28	17.63
Youth Services Assistant	N075	21.14	21.79	22.47	23.17	23.66	24.13
Youth Services Coordinator	N145	25.58	26.35	27.25	28.08	28.65	29.24

**APPENDIX II**  
**CITY OF ROCHESTER'S TUITION ASSISTANCE POLICY**

	<b>CITY OF ROCHESTER, NEW YORK</b>	<b>EFFECTIVE DATE</b> July, 1991	<b>PAGE NO.</b> 1 of 5
<b>APPROVED BY</b> Tassie Demps, Director/BHRM		<b>REVISION DATE</b> November, 2021	<b>REVIEWED DATE</b>
<b>POLICY / PROCEDURE</b> Tuition Assistance (Policy/Proc # 4540)			

1. INTRODUCTION

It is the policy of the City of Rochester to encourage employees to participate in advanced training and education which will enhance their ability to perform within their present work assignments or to prepare for promotion within occupational fields in City Government. Therefore, the City has a policy to provide tuition assistance for eligible employees.

2. Definitions

2.1. Eligible Employee – An employee who has completed one full year of employment with the City of Rochester

2.2. Approved Educational Expense - Tuition, registration fees (i.e., only those required for registration and directly related to the academic program) or laboratory fees for an approved course

2.3. Approved Educational Institution - A public school district or educational institution, accredited by the U. S. Department of Education Office of Postsecondary Education, or other institutions as approved by the Department of Human Resource Management

2.4. Approved Professional Organization – A professional association or society that is recognized by the New York State Education Office of the Professions, or other reputable organizations as approved by the Department of Human Resource Management

2.5. Course Change - A change which alters the Tuition Assistance Application submitted to the Department of Human Resource Management (i.e., withdrawal, cancellation, Empire State Learning Contract)

3. SCOPE

3.1. Part Time APT, Confidential, and CSEA employees

3.2. Full-Time, Non-Uniformed Employees

4. POLICY


4.1. Eligibility Criteria for Course or Program Approval

4.1.1. A course directly related to the employee's current job assignment or job family


4.1.2. Course(s) or program(s) required to obtain a High School Diploma or G.E.D.

4.1.3. A certification from a professional organization that supports an employee's development and progression on a career path.

4.1.4. Matriculation in a degree program within an occupational field which exists in City Government.

	<b>CITY OF ROCHESTER, NEW YORK</b>	<b>EFFECTIVE DATE</b> July, 1991	<b>PAGE NO.</b> 2 of 5
	<b>APPROVED BY</b> Tassie Demps, Director/BHRM	<b>REVISION DATE</b> November, 2021	<b>REVIEWED DATE</b>
<b>POLICY / PROCEDURE</b> Tuition Assistance (Policy/Proc # 4540)			

- 4.2. This policy is not intended to assist employees for courses designed solely for personal enrichment or to prepare for occupations not related to the government of the City of Rochester.
- 4.3. Tuition Assistance Rates
  - 100% for grades "C" or better, or Pass for Empire State
  - 100% for proof of completion from a professional certificate program
  - 0% for grades below "C", or Fail for Empire State
- 4.4. The maximum assistance per fiscal year (July 1 - June 30)
  - For Full-Time, Non-Uniformed Employees is \$3,000
  - For Part-time APT, Confidential, and CSEA Employees is \$1,500
- 4.5. In order for a Tuition Assistance Application to be considered, it must be approved by the Department and/or Bureau Head and received in the Department of Human Resource Management no later than three (3) weeks prior to the first day of the course in which tuition is being sought unless approved by the Training Manager.
- 4.6. If an employee is new to the Tuition Assistance Program, they must provide proof of admission into their degree program.
- 4.7. The employee must provide the institution's contact information and W-9 tax form to make them an eligible vendor when required by the Office of Training & Safety.
- 4.8. All approved courses of instruction must be taken outside of the employee's normal working hours unless approval is granted by the Department Head.
- 4.9. In the event of a course change after the Tuition Assistance Application has been submitted, a revised Application must be received within four (4) weeks of the change.
- 4.10. If an employee voluntarily resigns from the City within one (1) year of the date of completion of an approved course, he/she may be required to refund the full amount of tuition assistance received from the City. The City reserves the right to deduct such assistance from the employee's final paycheck.
- 4.11. If an employee is required to pay back tuition assistance for any reason, they will not be eligible for further tuition assistance until the City of Rochester fully recovers the outstanding funds.
- 4.12. Tuition assistance may not exceed the actual costs of educational expense to the employee. An employee receiving assistance for education purposes from other sources are eligible for assistance from the City according to this policy, but such assistance may not exceed the actual cost of educational expenses to the employee.
- 4.13. If an employee applies for tuition assistance for a course in a degree program for which he/she has not been accepted as a matriculated student, tuition assistance will not be granted unless the individual course meets the eligibility criteria specified in this policy.

	<b>CITY OF ROCHESTER, NEW YORK</b>	<b>EFFECTIVE DATE</b> July, 1991	<b>PAGE NO.</b> 3 of 5
	<b>APPROVED BY</b> Tassie Demps, Director/BHRM	<b>REVISION DATE</b> November, 2021	<b>REVIEWED DATE</b>
<b>POLICY / PROCEDURE</b> Tuition Assistance (Policy/Proc # 4540)			

4.13.1. If the employee is subsequently accepted as a matriculated student, he/she may request reconsideration for courses which were previously denied assistance, provided the Tuition Assistance Application(s) for such course(s) were filed when the course(s) were taken, in accordance with this policy.

4.13.2. To request such reconsideration, the employee must notify the Department of Human Resource Management in writing and provide verification of matriculation from the college or university.

4.14. Accelerated Learning or Professional Certification Program

4.14.1. Employees must submit the Tuition Assistance Application per this policy for approval, along with a copy of the program registration form.

4.14.2. Consideration for additional tuition assistance as part of the same accelerated program for classes beginning in subsequent fiscal years will require a new Tuition Assistance application and documentation.

4.15. Grade or copy of certificate must be submitted after completion of the course or program per the Tuition Assistance Policy/Procedure.

5. PROCEDURE

5.1. Obtaining approval for tuition assistance

Responsibility

Action

City Employee

1. Completes Tuition Assistance Application and submits to the Department Head.

Department and/or  
Bureau Head

2. Approves or disapproves application. Disapproved applications are returned to the employee.

Approved applications are forwarded to Human Resource Management. Applications must be received by Human Resource Management 3 weeks before the first day of class.

Human Resource Management

4. Approves or disapproves the application.  
5. Verifies eligibility and available funds.  
6. Disapproved applications are returned to employee with letter of explanation.



APPROVED BY  
Tassie Demps, Director/BHRM

REVISION DATE  
November, 2021

REVIEWED DATE

**POLICY / PROCEDURE**  
**Tuition Assistance (Policy/Proc # 4540)**

Approved applications get a letter of approval and a copy of the application sent to the employee.

- 7. Sends letter of approval to school with copy to employee.

5.2 Obtaining payment for tuition expenses

Responsibility

Action

Educational Institution

- 1. Submits bill to the City for tuition and approved expenses to the limits of approval letter.

Human Resource Management

- 2. Receives bill in database and submits to Accounts Payable with copy of application. Enters into tracking log.

- 3. Treasury forwards check to school with bill.

Employee

- 4. Completes course or program.

- 5. Submits copy of written grades or certificate to Human Resources within 30 days of receiving them.

Human Resource Management

- 6. Enters grade into tracking log.

- 7. If employee does not pass the course, notifies Payroll to begin payroll deductions of no less than \$50 per weekly, or \$100 per bi-weekly pay period for recoupment of Tuition Assistance paid by the City.

Payroll

- 8. Recoups Tuition Assistance paid by the City through payroll deductions.

6. EXCEPTIONS

- 6.1. Books, Examination Fees and Parking Fees are not eligible for assistance.

- 6.2. Employees who audit courses (i.e., not for credit), are not eligible for assistance under the Tuition Assistance Program.

- 6.3. If there are additional charges for mentor services by Empire State College for an extended contract, the City will not reimburse for these charges unless the contract is amended by Empire State College to award additional credit based on an enlarged scope of the contract.





**CITY OF ROCHESTER, NEW YORK**

**EFFECTIVE DATE**  
July, 1991

**PAGE NO.**  
5 of 5

**APPROVED BY**  
Tassie Demps, Director/BHRM

**REVISION DATE**  
November, 2021

**REVIEWED DATE**

**POLICY / PROCEDURE**  
Tuition Assistance (Policy/Proc # 4540)

7. RESPONSIBLE UNIT(S)

DHRM/Training & Safety

8. CROSS REFERENCE

None