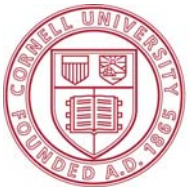

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LACKAWANNA City Schools and CSEA Local 868 (Non-Teaching Employees)

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NYS PUBLIC EMPLOYMENT RELATIONS BOARD

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THIS AGREEMENT, made this _____ day of _____2003 by and between the Lackawanna City School Board, hereinafter referred to as the Board and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Lackawanna City School Unit, Erie County Educational Local 868, hereinafter referred to as the Association.

WHEREAS, it is the intent and purpose of the parties to set forth herein the basic agreement covering wages, terms and conditions of employment to be observed by the parties hereto.

"It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of the law or by providing additional funds therefore, shall not become effective until the appropriate legislative body has given its 'approval'."

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I

101 RECOGNITION

The Board recognizes the Lackawanna CSEA as the "exclusive" bargaining agent for all non-teaching employees of the City School District of the City of Lackawanna, but excluding the Supervisor and Assistant Supervisor of Buildings and Grounds, Clerk of the Board of Education and those people who are designated as Management and Confidential Employees under ARTICLE 14, Section 214 of The Public Employees' Fair Employment Act.

ARTICLE II

201 DUES CHECKOFF AND AUTHORIZATION

a. The Employer shall deduct bi-weekly form the wages of the employee and remit monthly to the Civil Service Employees Association, Inc., regular membership dues and/or insurance premiums for those employees authorizing such deductions.

b. The Employer shall deduct an agency fee from the wages of a bargaining unit employee who is not a member of the Association in accordance with the provision of NYS Civil Service Law 208, as amended.

c. The Association hereby 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 the Article. Further, if through inadvertence or error, the District fails or neglects to make a deduction which is properly due and owing form a bargaining member's paycheck, such deduction shall be made from the next paycheck of the bargaining unit member and submitted to the collective bargaining representative. The District shall not be liable to the collective bargaining representative, the bargaining unit member or any party by reason of the requirements of this Article for the remittance or payment of any sum other than constituting actual deductions made from employee wages earned.

ARTICLE III

301 RETIREMENT

The Employer shall continue to provide the present Retirement Plan (75i) of the New York State Retirement System, known as the "20 Year Career Plan" and the "Sick Leave Rider," Section 41J.

The Employer shall continue to provide the $20,000 "Death Benefit Rider," Section 60B.

302 FINAL YEAR OF SERVICE – 6TH STEP PLACEMENT EMPLOYEES HIRED ON OR BEFORE MARCH 28, 1973

The following policy will govern employees concerning receiving credit for their accumulated sick leave at the time of retirement.

An employee, who made application for retirement with the New York State Retirement System and who has at least five (5) years and less than ten (10) years of service will be entitled to an allowance of **$1,000.00.** An employee who has ten (10) years of service but less than twenty (20) years of service will be entitled to an allowance of **$1,500.**

An employee who has twenty (20) years of service will be entitled to an allowance of **$2,000.00** and after twenty-five (25) years of service will be entitled to an allowance of **$3,000.00.**

a. Placement on the 6th Step of the salary schedule will be for a one (1) year period only. Such Step placement shall be considered receiving credit for the balance of any unused accumulated sick leave to the credit of the Regular Full-Time Employee at the time of application and notification to the Board. An employee must have one-hundred (100) sick leave days credit to his/her account prior to submitting his/her request for Step 6 placement on the Step 6 Plan.

b. An employee placed on the 6th Step salary schedule shall start anew to accumulate sick leave days at the rate set forth in this Agreement. The entitled number of sick leave days shall be granted at the beginning of the contract year for the final year of service.

c. An employee placed on the 6th Step salary schedule cannot draw on the sick leave days accumulated in prior years but are limited to the sick leave days accumulated in the final year of service.

d. The pro-rated allowance shall be added to the employee's salary schedule over the twelve (12) months before retiring.

303 FINAL YEAR OF SERVICE – 6TH STEP PLACEMENT REGULAR FULL-TIME EMPLOYEES HIRED AFTER MARCH 28, 1973

A regular Full-Time Employee in his/her final year of employment may be entitled to be placed on a 6th Step under the following conditions:

STEP 6 – FINAL YEAR OF SERVICE

Accumulated Sick Leave Days	5 years	10 years	15 years	20 years	25 years
160-200	-	-	50%	75%	100%
140-159	-	-	45%	67%	90%
120-139	-	28%	40%	60%	80%
100-119	-	23%	35%	53%	70%
80-99	-	18%	30%	45%	60%
60-79	9%	13%	25%	38%	50%
40-59	3%	5%	20%	30%	40%
20-39	1.3%	3%	10%	23%	30%
1-19	.5%	1%	5%	15%	20%

a. Placement shall be on the above final year of service schedule. The appropriate percentage as established by the years of service of the employee and his/her accumulated sick leave shall be multiplied by four thousand dollars **($4,000.00)** indicating the allowance to be paid to the employee.

b. The applicant must submit a written notice to the Superintendent of Schools on or before March 1, prior to the final year of service and shall state the applicant's intent to retire at the end of the next current school year.

c. An employee placed on the 6th Step Salary Schedule shall start anew to accumulate sick leave days at the rate set forth in this Agreement. The entitled number of sick leave days shall be granted at the beginning of the contract year for the final year of service.

d. An employee placed on the 6th Step Salary Schedule cannot draw on the sick leave days accumulated in prior years but are limited to the number of sick leave days accumulated in the final year of service.

Such step placement shall be considered as receiving credit for the balance of any unused accumulated sick leave to the credit of the regular full-time employee at the time of application and notification to the Board.

ARTICLE IV

401 SICK LEAVE DAYS – PERSONAL ILLNESS

a. A regular full-time twelve (12) month employee shall earn a total of twelve (12) sick leave days per year. Such days shall be earned at the rate of one (1) day per month and shall be allowed to accumulate up to a total of two hundred ten (210) days.

b. A regular full-time ten (10) month employee shall earn a total of ten (10) sick leave days per year. Such days shall be earned at the rate of one (1) day per month for each month worked and shall be allowed to accumulate up to a total of two hundred ten (210) days.

c. A regular part-time employee shall receive one (1) sick leave day for every month of full-time employment (based on hours worked per day – four (4) hours per day for a full month of employment equals one (1) day sick leave of four (4) hours pay. The Employee must be hired to work a daily work schedule and for at least a full school year of ten (10) months and at least twenty (20) hours per week.

d. Sick leave days may be accumulated up to one hundred (100) days.

e. Sick leave days may be taken in one-half (1/2) day increments.

After five (5) consecutive days of illness, the employee may be required to provide a physician's certificate and may be required to be cleared for duty by a physician.

This Section shall in no way restrict the right of the Board to have any employee examined by a School Physician (the cost to be paid for by the School District) or the right to require a physician's certificate from any employee after the first day of absence where there are records of sick leave abuse.

f. Employee will be notified in writing of the number of sick leave days accrued at the beginning of the school year.

402 SICK LEAVE INCENTIVE

A regular full-time employee and regular part-time twelve (12) month employee eligible for sick leave days who is absent three (3) days or less during any year will be credited with an additional three (3) days to be

added to their accumulated sick leave at the beginning of the next school year.

A regular full-time and regular part-time ten (10) month employee eligible for sick leave days who is absent two (2) days or fewer during any year will be credited with an additional two (2) days to be added to their accumulated sick leave at the beginning of the next school year.

403 ILLNESS IN THE IMMEDIATE FAMILY

Accumulated sick leave days may be charged against absence due to illness in the immediate family upon proper authorization.

The number of days that may be used for such illness in the immediate family shall be limited to and not exceed five (5) days in any one (1) school year. Illness in the immediate family must be verified by a physician's certificate.

A sick leave for such illness may be denied when such absence would interfere with the normal operation of the school system.

Immediate family shall be defined as follows: parent, spouse, child, foster child, brother, sister or grandparent living in the employee's household.

404 ABSENCE DUE TO INJURY

a. Whenever a regular full-time employee, or anyone hired prior to 3/28/73, is absent from work duty as a result of a personal injury caused by an accident occurring in the course of his/her employment, he/she will be paid his/her full salary for the period of such absence but not for a period longer than four (4) months and such absence shall not be charged to his/her accumulated sick leave. (Days allowed for such absence due to injury must be covered as follows: suffered on the school premises, in the line of duty, covered by Workers' Compensation

and subject to certification by a duly qualified physician or the school physician).

b. Any compensation reimbursement will be consigned to the School District by the insuring agency while the employee is receiving full pay. During the summer months only compensation payment will be paid to the ten (10) month employee. The waiting period prior to collecting Workers' Compensation from employees hired after March 28, 1973, shall be waived in instances where the Workers' Compensation Board reimburses the District to the first day of the claim.

c. After the four (4) month period (Section A) the employee may then draw against his/her sick leave time.

d. The Board reserves the right to designate a doctor to examine the employee to determine if conditions arising out of an accident are preventing said employee from performing his/her duties.

e. The four (4) month leave denoted in the above sections shall begin after the first **ten (10) working** days from the date of occurrence of the injury for all regular full-time employees hired after March 28, 1973. During the **ten (10) working** day period, the employee shall be allowed to use his/her accumulated paid sick leave.

In the event the provisions of this paragraph are found to conflict with provisions of the Worker's Compensation Law, the statute shall control.

405 SICKNESS DURING WORKING HOURS

An employee who leaves work due to illness after working more than one-half (1/2) of his/her scheduled work day shall be paid for the hours worked with no deduction from his/her sick leave.

An employee who works less then one-half (1/2) of his/her scheduled workday shall be paid for the hours worked plus a full scheduled day

with one (1) day deduction from his/her sick leave. (Such time shall be paid at the regular rate of pay and shall not be considered as overtime time nor allowed to occur more than twice in any given month).

406 TIME OFF TO VISIT DOCTOR

A regular full-time employee shall have the right to visit his/her doctor for treatment of a job-connected injury without loss of pay or change of shift. Such time off shall be limited to four (4) hours unless otherwise unauthorized by the Superintendent of Schools.

The employee must notify his/her immediate supervisor of the pending dates and time of appointment. Such employee must make every effort to return to work as soon as possible after the appointment. All employees covered by this section may be required to verify such appointments by proper statements from the doctor indicating the time and date of such appointment with acknowledgment by the doctor that such appointment was fulfilled by the employee.

407 ABSENCE UNDER SPECIAL CONDITIONS

Official Business – For official School District business upon recommendation by the Superintendent and approval by the Board will be with full pay.

408 URGENT PERSONAL BUSINESS

a. All regular full-time employees (and cleaners hired prior to 3/28/73) shall receive three (3) days non-accumulated personal leave for personal business, one (1) of which shall be deducted from sick leave.

b. Personal Leave (Personal Business) shall be deemed to be business of such nature that it cannot be conducted at a time other than the employee's regularly scheduled working hours.

c. Written reason for personal day shall be made to the Principal or Supervisor at least three (3) days prior to the day of leave except in case of any emergency. This approval shall not be unreasonably withheld.

d. The personal day shall not apply on the day before or the day after a holiday unless approved by the Superintendent of Schools.

e. The third day shall be deducted from their sick leave.

f. Approval for personal leave request may be disapproved by the Superintendent of Schools when the number of personal leave requests, falling on any one (1) day, endangers the proper function of the school.

g. Unauthorized absence from duty immediately prior to or immediately after a school holiday carries with it a penalty of total loss of pay for the holiday.

h. All unused personal days shall be added to the employee's sick leave accumulation.

i. All personal time may be taken in one-half (1/2) day increments with prior approval.

409 GRADUATION

An employee may be granted one (1) day leave of absence with full pay to attend the graduation of spouse, child or self, from a college, professional school of the same level of education as college level or high school with prior approval of the Superintendent of Schools.

If travel time is required, an employee may take up to two (2) days deducted from sick leave, but with prior authority from the Superintendent of Schools.

410 JURY DUTY

Regular full-time and regular part-time employees will be granted leave to perform jury duty. Absence from duty will be paid so that his/her income as a juror shall total his/her normal salary upon presentation of notification of service plus $2.00 allowance per day for every day served.

a. Upon condition of such service, the employee shall be required, when feasible, to perform the duties of his/her position of employment.

b. An employee must be schedule to work during the scheduled jury duty hours to be paid.

411 MILITARY SERVICE

Section 243 of the Military Law, State of New York, shall govern all military leaves.

412 GENERAL PROVISIONS FOR EXTENDED LEAVE

Sick days accumulated prior to an extended leave of absence approved by the Board shall be credited upon return to full-time duty.

In reference to sick leave days, they are to be interpreted as scheduled workdays and not the calendar week of seven (7) days.

After five (5) or more consecutive workdays off due to illness, the employee may be required to be cleared for duty by a physician.

Salary increments or accumulations of benefits will not be credited during the period of approved extended leave.

413 DEATH IN THE IMMEDIATE FAMILY

a. Regular full-time and regular part-time employees shall be granted five (5) consecutive **working** days, at their regular pay with no deductions from accumulated sick time allowance, to attend the funeral of parent, spouse, brother, sister, child, foster child, or grandchild.

If additional time is needed, the employee may, upon approval of the Superintendent of Schools, take up to five (5) additional days to be deducted from his/her accumulated sick leave. This applies to Section 413 only.

b. Regular full-time and regular part-time employees shall be granted three (3) consecutive **working** days at their regular pay for death of mother-in-law, father-in-law, grandparent, brother-in-law, sister-in-law, daughter-in-law, son-in-law, niece and nephew.

c. Regular full-time employees and regular part-time employees shall be granted one (1) day at their regular pay for the death of an uncle and aunt. This shall include blood relatives or spouse of blood relatives.

d. An employee must be scheduled to work in order to be paid for such days.

414 LEAVE OF ABSENCE

The following leave of absence provisions were agreed: "With proper two-week notification or except in the above case of a substantiated emergency, subject to approval by the Superintendent of Schools, an employee may be granted a leave of absence up to a thirty (30) day period. There will not be an accrual of sick days, vacation or payment for any insurance benefit programs during the requested leave period. The employee must reimburse the District at the pro-rated fee for all such benefits."

415 MATERNITY LEAVE

A pregnant employee shall be granted a leave of absence for a period not to exceed one (1) year under the following conditions:

a. The period of leave shall be without pay or accumulation of benefits, with the exception of hospitalization which may be continued by agreement with the employee paying the cost during the leave period.

Application for leave must be in writing not later than the end of the third month of pregnancy and must be accompanied by her physician's statement including:

1. Expected date confinement.

2. Expected date beyond which the employee should not work.

3. Certification of the employee's health and verification that she can perform her usual duties and such performance will not be harmful to her or her unborn child.

4. Upon request of the employee, with written approval of her physician, the employee may be reinstated before the expiration of the year, subject to the concurrence of the Superintendent of Schools.

5. Unless an extension is requested and granted by the Board, the employee shall either return to service at the end of the leave period or employment shall be considered terminated.

6. An employee not on a Maternity Leave may use her sick leave for that period of time in which said employee is totally disabled and could not have performed the requirements of her job.

The use of such sick leave days must be verified by the attending physician and shall be subject to verification by the School Physician.

416 FAMILY MEDICAL LEAVE ACT

The parties to this contract agree to be bound by and follow the provisions of the Family Medical Leave Act.

417 SICK LEAVE BANK

a. The established sick leave bank shall be administered and processed by the CSEA (and the Superintendent).

b. Each employee who wishes to participate will contribute into the sick bank, three (3) days upon entry to the bank and one (1) day in each succeeding year. Employees who participate may be required to contribute additional sick days at any time, as determined by the CSEA (and the Superintendent).

c. Employees who desire to enter the sick bank my do so upon the determination of the CSEA and upon such terms and conditions as the CSEA shall determine.

d. An employee who is a participant in the sick leave bank and who has exhausted all accumulated sick leave and all other accumulated time standing to his/her credit may apply after a five (5) work day waiting period, for a sick leave of absence to CSEA.

e. In the event such leave is recommended by the CSEA and approved by the Superintendent (no more than three (3) grants annually in thirty (30) day increments or ninety (90) days total for continuous illness), will notify the District of the number of sick days granted to said employees and the District will pay to the absent employee one (1) day's pay for each day of authorized leave. There

will be deducted from the sick bank one (1) day for each day of sick leave which is granted.

f. CSEA will promptly notify the District of the names of the employees who are members of the sick bank and the number of days granted and the number of days in the bank at the end of each month.

ARTICLE V

501 SALARY

Effective **retroactively to July 1, 2000,** each employee shall receive an increase of **two (2%)** per cent.

Effective **retroactively to July 1, 2001,** each employee shall receive an increase of **two (2%)** per cent.

Effective **retroactively to July 1, 2002,** each employee shall receive an increase of **two (2%)** per cent.

Effective **retroactively to July 1, 2003,** each employee shall receive an increase of **two (2%)** per cent.

Effective **retroactively to July 1, 2004,** each employee shall receive an increase of **two (2%)** percent.

The **2000/2001, 2001/2002, 2002/2003, 2003/2004, 2004/2005** salary and hourly rates are set forth in Appendix A of this Agreement.

In addition to the pay increases specified above eligible employees shall also receive their step increment paid in accordance with Section 708.

502 LONGEVITY – FULL TIME EMPLOYEES

Regular full time employees shall be entitled to a longevity increment on the anniversary date of his/her employment or prorated in the year of retirement as set forth in Appendix C of this Agreement.

The longevity increment for the **2000-2001** fiscal year will be calculated by increasing the **1999-2000** longevity increment by **two (2%)** per cent.

The longevity increment for the **2001-2002** fiscal year will be calculated by increasing the **2000-2001** longevity increment by **two (2%)** per cent.

The longevity increment for the **2002-2003** fiscal year will be calculated by increasing the **2001-2002** longevity increment by **two (2%)** per cent.

The longevity increment for the **2003-2004** fiscal year will be calculated by increasing the **2002-2003** longevity increment by **two (2%)** per cent.

The longevity increment for the **2004-2005** fiscal year will be calculated by increasing the **2003-2004** longevity increment by **two (2%)** per cent.

Longevity payments are to be paid on or about each employee's anniversary date in lump sum payment. The payment date shall be within thirty (30) days of the anniversary date.

There shall be separate longevity checks issued through BOCES or new school accounting system.

An employee who is eligible for longevity and is laid off shall receive his/her entire longevity at the time of separation.

503 LONGEVITY PART-TIME EMPLOYEES

Regular part-time employees shall receive 50% of these longevity payments.

504 ANNIVERSARY DATE

"Anniversary date" shall mean the employee's first day of hire or his/her date of re-hire, if his/her employment was interrupted for a period of time exceeding one (1) year.

505 SHIFT DIFFERENTIAL

Any employee who works between the hours of 11:00 p.m. and 7:00 a.m. shall receive fifty ($.50) cents per hour in addition to his regular hourly rate of pay.

506 UNIFORM ALLOWANCE

Employees in the Maintenance, Custodial or Cleaning Departments shall receive two (2) uniforms in the 2003 – 2004 school year and one (1) uniform per school year afterwards. It is the responsibility of the above listed employees to keep their uniforms in good and clean condition.

507 STAFF DEVELOPMENT

Employees who are required or allowed to attend training during the normal course of their workday, shall be allowed to attend such training without loss of pay.

508 TRADE WORK STIPEND

Employees in the Maintenance or Custodial Department who have trade certificates for Electrical, HVAC, Plumbing, Asbestos Removal,

Carpentry, Auto Mechanic, Welding or CISCO shall receive an annual stipend of Five Hundred Dollars ($500.00). Any trade certificate other than those listed above may receive said stipend upon approval of the Superintendent.

ARTICLE VI

601 DIRECTIVES AND MEMORANDA

All directives and memoranda to non-teaching employees shall bear the signature of the party issuing them.

All communications to the Board by the CSEA shall bear the signature (s) of the party or parties issuing them.

ARTICLE VII

701 VACANCIES

It is agreed that all vacancies of competitive, non-competitive positions and labor class positions within the bargaining unit are to be filled with qualified personnel in accordance with the Civil Service Law.

702 POSTING

All vacancies in existing positions or newly created positions within the bargaining unit shall be posted in every building setting forth a description of and the qualifications for the position including the duties, hours and salary.

Posting shall be for a period of at least ten (10) consecutive days prior to filling the position.

The Board of Education may make temporary appointments to temporary positions and vacancies.

Cleaners will be able to bid on any vacancy which occurs within their job title, based on seniority, to include transferring to another school within the District.

Regular monitors, who are currently on the payroll but are temporarily off, shall have first preference, on a seniority basis, to fill temporary vacancies for which a substitute monitor would be called.

Regular monitors shall have the opportunity to bid, on a seniority basis, on permanent vacancies which the Employer deems necessary to fill. The Employer retains the right of final approval on each such petition to transfer.

703 APPOINTMENTS

When appointments to vacancies within the bargaining unit are made from among qualified candidates from within the bargaining unit they shall be based on qualifications, experience, ability and seniority. Current employees shall receive primary consideration before other applicants.

It shall be the responsibility of the Superintendent of Schools to determine the qualifications and competency of any applicant.

The final appointment shall be made by the Board.

704 APPLICATIONS

Employees who desire to apply for such vacancies shall submit their applications, in writing, to the Superintendent of Schools within the time specified in the announcement.

705 TITLES AND DUTIES

The titles and duties on file with the Civil Service Commission for the various non-teaching positions within the School District are considered to be the official titles and duties.

706 SENIORITY, LAYOFF, BUMPING AND RECALL

A. DEFINITIONS

1. For purposes of layoff and recall, the employee shall be allowed to use the following type of seniority:

a. Title Seniority shall be defined as the length of continuous service of an employee from the date of entry of employee into the title.

2. For the purpose of bumping only, an employee shall be allowed to use the type of seniority set forth below:

a. Seniority shall be defined as the "length of continuous service" with the employer from the date of hire of the employee (s).

B. LAYOFF, BUMPING AND RECALL

In the event of the necessity of a layoff of a Non-Competitive or Labor Class employee (s) within a job title, such layoff shall be made on the basis of reverse title seniority with the order of layoff beginning with the least senior employee (s). A Non-Competitive or Labor Class employee who is laid off shall have the right to bump back into a lower paid job title held previously by the affected employee or he/she shall have the right to bump back into a lower position as set forth in the layoff units contained in Appendix B of this Agreement in accordance with his/her seniority.

An employee notified in writing of his/her impending layoff shall notify the Superintendent of Schools of the position into which he/she shall bump within five (5) working days after the receipt of his/her lay-off notice. All notices provided herein shall be hand delivered or sent to the person to whom notice must be given by certified mail with return receipt requested. The name of each Non-Competitive and Labor Class employee laid off from a title shall be placed on a recall list for such job title, and the employee shall have absolute preference to be recalled to such job title in the inverse order of layoff, for a period of three (3) years following said layoff, unless after receiving the required notice, any such employee rejects the right of recall, or fails to respond to said notice within ten (10) days after receipt of same. Upon request of a laid off employee, he/she may be used as a substitute employee during the period of layoff. Time working as a substitute shall not count towards seniority.

In particular cases where a Non-Competitive or Labor Class employee has a special training or skill and that training or skill is necessary to enable the normal function or operation of the school to continue without interruption, such an employee may be retained regardless of seniority or layoff procedure.

Upon recall of any employee previously on lay-off, the benefits which such employee had accumulated prior to such lay-off shall be credited to such employee and will be added to any benefit accumulated after such recall, provided that the period of the lay-off did not exceed three (3) years except as follows: The three (3) years limitation will not be applied toward hospitalization the individual employee was entitled to at the date of the original hiring. In other words, the individual employee will be entitled to the same hospitalization benefits he/she was entitled to at the date of the original hiring. Competitive Civil Service classification shall be defined as per Civil Service Law.

It is understood, however, that such employee shall not accrue benefits or seniority during the period of the layoff.

707 SENIORITY LIST

The School District shall provide a seniority list within each classification, which shall be posted at the beginning of each school year (September) for a period of thirty (30) days. Employees may request a review of their standing on such list within the posting time period. Thereafter, the list shall be considered correct and will be utilized as the seniority list for that school year on matters pertaining to the question of seniority standing.

708 INCREMENTS – YEARS OF SERVICE

When an employee is appointed, demoted or reinstated from a higher grade position to a lower grade position, he/she shall receive credit toward eligibility for additional increments in the lower grade position for his/her years of service in the higher grade positions as though such service had been rendered in the lower grade position.

When an employee is appointed, demoted or reinstated from a higher position to a lower position which the employee held prior to moving into the higher position such employee shall receive credit towards step placement in the lower position for the years of service worked in the higher position. (The total service time of both the higher and the lower position shall be used to determine the step placement at the lower position on a demotion or reduction of the work force.)

Effective July 1, 1999, increments shall be paid in the pay period closest to but following the employee's anniversary date.

ARTICLE VIII

801 HEALTH INSURANCE

The District shall provide and fully pay the premium for Community Blue I/Advantage; NEW CB ($5/$10)/Advantage ($0/$15 or $5/$10),

RX will be the lowest three tier prescription plan offered by Community Blue I/Advantage (currently $5, $15, $35), Dependents to 19, Students to 25.

The District shall pay a premium for other health insurance or HMO plans currently available to bargaining unit employees up to but not to exceed the amount of the premium for Community Blue/Advantage as described above. In the event the premium of such other plan selected by the employee exceeds the premium of the Community Blue/Advantage Plan, the employee shall pay the difference between the Community Blue I/Advantage premium and the premium for the plan he selects.

802 REGULAR PART-TIME EMPLOYEES HEALTH INSURANCE

The School District agrees to pay fifty per cent (50%) of the cost of premiums for Community Blue I/Advantage or other health insurance plan subject to the same terms described in Section 801 above.

803 OPTICAL PLAN

The School District agrees to pay the full premium of Blue Cross/Blue Shield Vision Optical Plan Option 11, single or family coverage, for all bargaining unit members.

804 REINSTATEMENT OF COVERAGE

If an employee, regular full-time or regular part-time, is covered by his/her spouse under a health contract other than the Lackawanna School District contract, then that person shall not be considered as being eligible for coverage under the Lackawanna School District plan. If at some later time an employee ceases to be covered under their spouse's health insurance contract, then that employee may be considered eligible

for coverage under the Lackawanna School District plan (Blue Cross and Blue Shield 82-83).

805 DOUBLE COVERAGE

The School District under no circumstances shall be required to provide health insurance coverage for an employee covered elsewhere or under another health insurance plan. (No double coverage shall be allowed).

806 MEDICARE

Employees 65 years of age or older must utilize coverage under Medicare in conjunction with the District's plan.

807 DENTAL PLAN

The School District agrees to provide GHI Spectrum Plus Dental Plan coverage to all employees until December 31, 2003.

Effective January 1, 2004, the School District agrees to contribute Four Hundred dollars ($400.00) per year for each bargaining unit employee then employed into a premium pool from which premiums will be paid (single and family) in order to provide the GHI Preferred Plan dental coverage.

The number of employees for which the District shall be required to make the aforesaid Four Hundred ($400.00) Dollar contribution shall be adjusted on July 1, 2004 and each July 1st thereafter during the term of this Agreement to reflect the actual number of employees then employed, including ten (10) month employees.

In the event the premium cost of the GHI Preferred Plan exceeds the amount available in the premium pool, employees shall contribute the difference through payroll deduction.

808 NO HEALTH CARE INCENTIVE

If an employee chooses not to participate in either the negotiated health plan or a District provided HMO for a full fiscal year, he/she shall be paid **twenty-five per cent (25%)** of the premium cost saved by the District, up to a maximum of **$750.00.**

809 LIFE INSURANCE

The District will provide a seven thousand five hundred dollar ($7,500) term life insurance policy for each employee covered by this agreement.

810 HEALTH INSURANCE RETIREMENT INCENTIVE

In addition to the existing retirement incentive (Sections 302 and 303) the District will offer the following:

a) The District will pay an equal amount to the cost of the premium for health insurance (premium set on date of signing) for CSEA members who retire over the life of the contract until they attain the age of 65, provided that:

1. the member must have a minimum of fifteen (15) years of service in the District, and

2. the member has accumulated a minimum of one hundred twenty (120) sick days at the time of retirement.

b) The member may enroll in any health insurance plan offered by the District, but any additional costs from the plan described above will be borne by the member.

ARTICLE IX

901 OVERTIME

All regular full-time employees shall be paid time and one-half (1 ½) for all hours worked beyond their regular scheduled workweek.

Regular employees shall have first preference to work overtime before any substitute employees.

Overtime wheels will be established in each building or department by seniority and by title. Motor Equipment Operator and Building Maintenance Mechanic shall be included on the overtime roster for Maintenance. Overtime shall first be offered to the most senior employee and then shall be rotated. An employee who works or is offered overtime and refuses it shall be charged with those hours and rotated to the bottom of the wheel. In the event an employee at the top of the overtime roster is inadvertently bypassed for overtime, he/she shall remain at the top of overtime roster until such time as they work overtime equivalent to the overtime for which they were skipped.

902 GUARANTEE OF PAY

Regular full-time employees called back to work after completion of their day or regular scheduled work week, shall be guaranteed a minimum of four (4) hours pay. It is expected that the employee will perform a full four (4) hours of work for the guarantee of a minimum number of hours.

903 TIME SHEET

When an authorized person has submitted a time sheet to his/her supervisor, no change shall be made unless the authorized person has been consulted.

All changes on the time sheet must be in writing.

904 10-MONTH EMPLOYEES AND TEACHER AIDES

The normal work period for all ten (10) month employees shall be September 1 through June 30. During this period, a ten (10) month employee may be required to work at the discretion of the Building Principal.

Teacher Aides shall work a maximum of four (4) days prior to the start of their school year September 1st, and a maximum of three (3) days after graduation. For these additional days of work, the Board agrees to allow them to be off the remainder of the non-scheduled days off during the Christmas and Easter holidays. All other days shall be worked as their current work schedule provides.

905 10-MONTH EMPLOYEES' WORK PERIOD

Ten (10) month employees' work period shall be considered as September 1 to June 30, except as noted in Section 904 for Teacher Aides.

906 WORKING IN A HIGHER POSITION

When a regular full-time employee is assigned to work in the capacity of a higher scaled position and assumes the full responsibilities of that position, he/she shall be paid in accordance to that position which shall be on a step next highest to his/her present rate of pay. Such employee

must fill the position for a full work shift or more in order to be paid the higher rate.

907 DEFINITION OF EMPLOYEES

For the purpose of awarding fringe benefits, the following definitions will apply:

a) Regular full-time employee shall be applied to an employee who is regularly employed at least thirty-two (32) hours per week and for at least ten (10) month period per year. Such employee will receive benefits as provided hereinafter.

b) Regular part-time employees shall be applied to an employee who is employed for at least a full school year of ten (10) months and at twenty (20) hours per week but not more than thirty one (31) hours per week. Such employees will receive benefits as are provided hereinafter.

c) Temporary employee (or part-time employees) shall be applied to an employee working less than twenty (20) hours per week.

These employees receive no fringe benefits of any kind.

d) Employees who are currently receiving benefits contrary to the terms of this agreement under the Grandfather Clause shall continue to receive such benefits; however, no additional (new) employees shall be covered unless specifically stated under the terms of this contract.

Such employees must continue to work at least the same number of hours as presently scheduled or when an employee's work schedule is changed so that the hours worked correspond to a, b or c of this section, then the benefits extended to such employees under those sections will be granted or adjusted accordingly.

908 MONITORS HOURS, PAY & BENEFITS

a) Monitors hired prior to December 1, 1987, will continue to work, unless in case of a layoff, a maximum of four (4) hours per day at the higher hourly rate listed in the salary schedule and receive benefits as prescribed in this Agreement.

b) Monitors hired after December 1, 1987, will be required to work a minimum of two (2) hours per day. In addition, if their names did not appear on the Substitute Monitors List prior to July 1, 1987, they will be required to work at the lower hourly rate listed in the salary schedule with no benefits.

909 GRANDFATHER CLAUSE – HOSPITALIZATION

An employee presently employed by the School District shall be considered covered under the "Grandfather Clause" when hospitalization coverage ceases to be available due to the death of their spouse.

910 CAFETERIA COMPENSATORY TIME

Cooks, Assistant Cooks and Food Service Helpers may volunteer, on a rotating basis, to staff school functions or other functions authorized by the Board, after their regularly scheduled workday, for a minimum of two (2) hours. Each occurrence of this time will be converted to one (1) full day off during the Christmas or Easter holiday period and at no other time during the school year. A maximum of three (3) such days may be accumulated and used for this purpose. Days may be accumulated from the end of the Easter holiday of one (1) year until the beginning of the Easter holiday the next year. Days not used by the end of the Easter holiday each year will be lost, i.e., no days may be carried over into the next period.

911 All bargaining unit employees shall work a shift whose hours are consecutive, with a regular starting time and quitting time, in accordance

with present practice. All full time employees will also receive a sixty (60) minute paid lunch period and breaks where applicable. All six (6) hour food service employees will receive a fifteen-minute (15) lunch period. Any changes to the above will be made with the mutual consent of both parties.

912 WATCHPERSON – UNIFORMS

The District shall purchase two (2) shirts every other year per Watchperson identifying Watchpersons as such.

913 SUMMER HOURS – TWELVE MONTH EMPLOYEES

Employees in the Custodial/Cleaning and Maintenance Department and all other twelve-month employees shall work 7:00 a.m. to 2:00 p.m. or for the second shift, 12:00 p.m. to 7:00 p.m., with no lunch break during the period of July 1 through August 31.

This schedule may be altered for emergency situations or for operational needs as determined by the Superintendent of Schools.

ARTICLE X

1001 HOLIDAYS

All regular full-time employees shall be granted the following holidays with pay in accordance with the provisions of the Article:

New Year's Day	Labor Day
Patriot's Day	Columbus Day
Holy Wednesday	Veteran's Day
Holy Thursday	Day after Thanksgiving
Good Friday	Thanksgiving Day
Monday after Easter	Day before Christmas
Memorial Day	Christmas Day
Independence Day	1/2 Day Board Election
	Martin Luther King Day

1002 PREMIUM PAY

Employees who are required to work on one of the above holidays shall be paid at the rate of time and one half (1 ½) for the hours worked in addition to the holiday pay.

If a holiday falls on a Saturday or Sunday, the Board or its designee shall determine when the holiday shall be celebrated. Only the designated day shall be considered for premium pay or holiday pay purposes.

1003 HOLIDAY DURING VACATION

When one of the above holidays as listed under Section 1001 occurs during a vacation week, the employee shall be granted one (1) additional day.

1004 REGULAR FULL-TIME – 10 MONTHS

Regular full-time ten (10) months employees will receive the holidays listed in Section 1001 which falls within their work schedule.

1005 REGULAR PART-TIME EMPLOYEES

a. Regular part-time employees will be paid only when a holiday falls on their scheduled workday (paid their daily rate).

b. Monitors, however, will be paid for both regular and Board holidays which fall within their ten (10) month work period.

1006 TEMPORARY AND PART-TIME EMPLOYEES' HOLIDAYS

Temporary or pat-time employees will not receive paid holidays.

1007 BOARD HOLIDAYS

At such time as the Board should declare a Board Holiday and when such Board Holiday is intended to release the employees from their work schedule, it shall also imply that the Board shall retain the authority to require some employees to work without additional compensation in order that the proper function or operation of the schools would be maintained.

At such time, if a sufficient number of qualified employees do not volunteer for such duty, the Board may assign qualified employees to fulfill such necessary duties without additional compensation.

1008 INCLEMENT WEATHER

Snow days are not to be counted as holidays. On such days, all scheduled employees shall be given one (1) hour tardiness time due to inclement weather.

If school is closed due to inclement weather or emergency conditions, maintenance and custodial staff shall report as scheduled and shall receive equal compensatory time off at a later date for all hours worked during such day. Similarly, any employee who works part of or all of a shift shall receive compensatory time. All other employees shall be excused with pay.

ARTICLE XI

1101 VACATIONS

Regular full-time employees employed twelve (12) months shall be granted vacation with pay according to the following schedule:

Length of Service	Vacation Period
After 1 year of service	5 work days
2	10
5	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22
18	23
19	24
20	25

1102 REGULAR PART-TIME (12 MONTHS)

Regular part-time employees twelve (12) months shall receive vacations based on their actual workweek.

1103 REGULAR FULL-TIME (10 MONTHS)

Regular full-time and regular part-time employees working on a ten (10) month basis shall not receive vacation credit.

1104 GRANDFATHER CLAUSE

All present employees shall be covered by a Grandfather Clause protecting them from any loss of vacation benefits which they are receiving prior to the Board's decision.

1105 ONE-HALF DAY VACATIONS

All vacation time may be taken in one-half day increments, with prior approval.

1106 SAVING VACATION TIME

Each employee may accumulate up to a maximum of five (5) days of vacation from year to year by written application and approval of the Superintendent no later than September 1st of each year.

ARTICLE XII

1201 TITLES AND DUTIES

a. The titles and duties that are on file with the Civil Service Commission for the various non-teaching positions within the School District are considered to be the official titles and duties.

b. As of January 18, 1989, it is agreed that the titles and job descriptions of Laborer, Building Maintenance Helper, Building Mechanic Helper, Building Maintenance Man and Maintenance Man shall be combined into a new job description which encompasses all work previously performed by each of the aforementioned job titles. The job title for these combined duties will be Maintenance Person.

Those individuals previously holding titles of Building Maintenance Mechanic and Building Maintenance Helper will be grandfathered in at their current salary level and seniority. They will continue to receive all negotiated raises until their respective retirements.

c. The job titles of Electrician, Bus Driver/Auto Mechanic Helper and Bus Driver/Cleaner shall be eliminated.

1202 NEW YORK STATE CIVIL SERVICE COVERAGE

All employees (regular full-time as defined under ARTICLE IX, Section 906, Section 1) shall be covered under the New York State Civil Service Law.

ARTICLE XIII

1301 TIME OFF FOR UNION ACTIVITIES

The Board agrees to pay Association members for grievance meetings providing they are called by the Superintendent or the Board, during the

members' regular work shift. All other time taken off to handle union affairs or business during scheduled work hours shall not be paid for by the School District. Use of the time clocks to record all time taken off shall be the rule of the day.

The only exception to the above rule shall be the right of any member to process a grievance at the first step of the Grievance Procedure.

1302 BULLETIN BOARDS

The Employer agrees to provide space on bulletin boards to the Union for the announcement of meetings, election of officers of the Union and any other material related to Union business. Furthermore, the Union shall not post material detrimental to the labor-management relationship. Material posted on the bulletin boards shall first be approved by the Superintendent or her designee.

1303 NEGOTIATIONS

In the event negotiating sessions are held at a time when members of the CSEA negotiating team are scheduled to work, the District will provide those members of the negotiating team with time off, if required, to attend negotiating meetings.

ARTICLE XIV

GRIEVANCE PROCEDURE

1401 PURPOSE

It is the purpose of this procedure to secure, at lowest possible administrative level, equitable solutions to grievances of non-teaching employees through procedure under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal and by which the Board and its employees are afforded adequate opportunity

to dispose of the differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or the courts.

1402 DEFINITIONS

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

a. "Employee" shall mean any person directly employed by the Lackawanna City School District and covered by this contract.

b. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the terms of this Agreement.

c. "Supervisor" shall mean an employee or officer on a higher level of authority above the employee in the Department wherein the grievance exists and who assigns and supervises the employee's work and approves his/her time record or evaluates his/her work performance.

d. "Days" shall mean all days other than Saturday, Sunday and holidays: Saturdays, Sundays and holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this regulation.

e. A grievance is barred or voided if it is not submitted within the specified time limits at which this Agreement permits the grievance to be submitted. If a grievance is not answered within the specified time limit, it may be appealed to the next higher step as though it had been answered on the last allowable day. If a grievance is not appealed within the specified time limit, it shall be deemed to have been satisfied by the last answer given.

1403 PROCEDURES

a. All written grievances shall include:

1. The name and position of the aggrieved party.

2. The identity of the provision agreement involved.

3. The time when and place where the alleged events or conditions constituting the grievance occurred.

4. A general statement of the nature of the grievance and redress sought.

b. Except for informal decisions of Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure, setting forth finings of fact, conclusions and supporting reasons therefore.

c. In any event, a grievance to be considered must be filed in writing with the immediate supervisor on a mutually agreed form, within fifteen (15) working days after the date on which the facts or events upon which such alleged grievance is based shall have existed.

d. The grievant shall not resort to litigation until the grievance procedure has been exhausted.

STEP I IMMEDIATE SUPERVISOR

a. An employee having a grievance shall discuss it with his/her immediate Supervisor, either directly or through a representative of the Association, with the objective of resolving the matter informally.

b. If the grievance is not resolved informally, it shall be reduced to writing within ten (10) days after the written grievance is presented to

him/her. The immediate Supervisor shall render a decision thereon in writing.

STEP II SUPERINTENDENT OF SCHOOLS

a. If the employee initiating the grievance is not satisfied with the written decision at Step I and wishes to procedure further under this grievance procedure, the employee shall, within five (5) days after receiving the written decision, file a written appeal to the Superintendent.

b. Within ten (10) days after the grievance is presented to him/her, the Superintendent or his/her representative shall render a decision in writing.

STEP III BOARD OF EDUCATION

a. If the employee initiating the grievance is not satisfied with the written decision at Step II and wishes to proceed further under this grievance procedure, the employee shall, within five (5) days after receiving the written decision, file a written appeal to the Board for its consideration.

b. Within twenty (20) days of the receipt of the appeal, the Board or its representative shall hold a hearing on the grievance, and within ten (10) days of the conclusion of the hearing, shall render a decision in writing.

STEP IV ARBITRATION

a. If the aggrieved party is not satisfied with the decision at Step III and wishes to proceed further under this grievance procedure, he/she shall within ten (10) days refer the matter directly to the Public Employment Relations Board for the appointment of an Arbitrator.

b. The selected Arbitrator shall hear the matter promptly and shall limit his/her decision strictly to the interpretation and application of the provisions of this Agreement.

c. The decision of the Arbitrator will be restricted to whether a violation of the Agreement exists. If a violation of the Agreement exists and if a violation is found, he/she shall have authority to interpret and apply the provisions of this Agreement but he/she shall not have the authority to alter, in any way, any of the provisions of this Agreement.

d. Except as expressly provided for in this Agreement, an award by an Arbitrator in respect to any grievance submitted to him/her shall not be made retroactive beyond the date on which such grievance was first represented for consideration in the procedure herein set forth.

e. The decision of the Arbitrator shall be final and binding upon the parties.

f. The costs and expenses for the services of the Arbitrator, if any, shall be borne equally by the parties.

ARTICLE XV

1501 GRANDFATHER CLAUSE

Those employees who were currently employed in the School District prior to March 28, 1973, will continue to receive those benefits which they were receiving. However, this is not construed to include any benefits not covered by the terms and conditions of employment herein contained nor is this to be considered as a "Past Practice" Clause.

ARTICLE XVI

1601 MANAGEMENT RIGHTS

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

ARTICLE XVII

1701 DURATION OF AGREEMENT

The term of this Agreement shall commence of **July 1, 2000,** and continue through **June 30, 2005,** except as otherwise provided in this Article.

1702 MEMORANDUM OF UNDERSTANDING

All monetary changes, additions and/or modifications contained herein shall be retroactive to July 1, 2000; unless otherwise specified in this agreement.

1703 CONFORMITY TO LAW

If any of this Agreement is, or shall be at any time, contrary to law, such provisions shall not be applicable, performed or enforced except to the

extent permitted by law; however, all other provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereby have set their hands this 1st day of August, 2003.

Peggy Clifford
PRESIDENT OF CSEA, INC.

Paul G. Hosher
SUPERINTENDENT OF SCHOOLS

Patricia A. Staniszewski

Shirley A. Durlage

Joseph J. Schiavi

Sandra Mach

Penny Gleason LRS
CSEA REPRESENTATIVE

APPENDIX A

CSEA SALARIES

1999-2000 3.5%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
TEACHER AIDE (10 month)	21,416	22,110	22,806	23,503	24,384
TEACHER AIDE (12 month)					29,326
PRINTER	24,398	25,412	26,326	27,239	28,168
HEAD CUSTODIAN	30,504	31,514	32,537	33,554	35,300
CUSTODIAN	28,384	29,243	30,100	30,964	32,696
ASSISTANT CUSTODIAN	27,110	27,945	28,780	29,617	31,527
BUILDING MAINT. MECHANIC					35,686
MAINTENANCE WORKER	26,078	26,938	27,796	28,657	29,518
MOTOR VEHICLE OPERATOR	30,264	31,339	32,420	33,492	35,686
CLEANER	10,904	11,255	11,741	12,160	12,772
HEAD COOK	20,113	21,245	22,040	22,833	23,507
ASSISTANT COOK	16,807	17,352	18,050	18,435	19,322
FOOD SERVICE HELPER	11,651	12,072	12,491	12,910	13,332
A-V TECHNICIAN	31,673	32,932	33,483	34,390	36,439
MONITORS PRE 12/01/87	11.335/HOUR				
POST 12/01/87	7.929/HOUR				
WATCHPERSON	14.67/HOUR				

APPENDIX A

CSEA SALARIES

2000-2001 2%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
TEACHER AIDE (10 MONTH)					
TEACHER AIDE (10 MONTH)	21,844	22,552	23,262	23,973	24,872
TEACHER AIDE (12 MONTH)					29,913
PRINTER	24,886	25,920	26,853	27,784	28,731
HEAD CUSTODIAN	31,114	32,144	33,188	34,225	36,006
CUSTODIAN	28,952	29,828	30,702	31,583	33,350
ASSISTANT CUSTODIAN	27,652	28,504	29,356	30,209	32,158
BUILDING MAINTENANCE MECHANIC					36,400
MAINTENANCE WORKER	26,600	27,477	28,352	29,230	30,108
MOTOR VEHICLE OPERATOR	30,869	31,966	33,068	34,162	36,400
CLEANER	11,122	11,480	11,976	12,403	13,027
HEAD COOK	20,515	21,670	22,481	23,290	23,977
ASSISTANT COOK	17,143	17,699	18,411	18,804	19,708
FOOD SERVICE HELPER	11,884	12,313	12,741	13,168	13,599
A-V TECHNICIAN	32,306	33,591	34,153	35,078	37,168
MONITORS PRE 12/01/87 POST 12/01/87	11.562/hr. 8.088/hr.				
WATCHPERSON	14.963hr.				
WORKING FOREMAN	42,203				

APPENDIX A

CSEA SALARIES

2001-2002 2%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
TEACHER AIDE (10 MONTH)					
TEACHER AIDE (10 MONTH)	22,281	23,003	23,727	24,452	25,369
TEACHER AIDE (12 MONTH)					30,511
PRINTER	25,384	26,438	27,390	28,340	29,306
HEAD CUSTODIAN	31,736	32,787	33,852	34,910	36,726
CUSTODIAN	29,531	30,425	31,316	32,215	34,017
ASSISTANT CUSTODIAN	28,205	29,074	29,943	30,813	32,801
BUILDING MAINTENANCE MECHANIC					37,128
MAINTENANCE WORKER	27,132	28,027	28,919	29,815	30,710
MOTOR VEHICLE OPERATOR	31,486	32,605	33,729	34,845	37,128
CLEANER	11,344	11,710	12,216	12,651	13,288
HEAD COOK	20,925	22,103	22,931	23,756	24,457
ASSISTANT COOK	17,486	18,053	18,779	19,180	20,102
FOOD SERVICE HELPER	12,122	12,559	12,996	13,431	13,871
A-V TECHNICIAN	32,952	34,263	34,836	35,780	37,911
MONITORS PRE 12/01/87 POST 12/01/87	11.793/hr. 8.250/hr.				
WATCHPERSON	15.262/hr.				
WORKING FOREMAN	43,047				

APPENDIX A

CSEA SALARIES

2002-2003 2%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
TEACHER AIDE (10 MONTH)	22,727	23,463	24,202	24,941	25,876
TEACHER AIDE (12 MONTH)					31,121
PRINTER	25,892	26,967	27,938	28,907	29,892
HEAD CUSTODIAN	32,371	33,443	34,529	35,608	37,461
CUSTODIAN	30,122	31,034	31,942	32,859	34,697
ASSISTANT CUSTODIAN	28,769	29,655	30,542	31,429	33,457
BUILDING MAINTENANCE MECHANIC					37,871
MAINTENANCE WORKER	27,675	28,588	29,497	30,411	31,324
MOTOR VEHICLE OPERATOR	32,116	33,257	34,404	35,542	37,871
CLEANER	11,571	11,944	12,460	12,904	13,554
HEAD COOK	21,344	22,545	23,390	24,231	24,946
ASSISTANT COOK	17,836	18,414	19,155	19,564	20,504
FOOD SERVICE HELPER	12,365	12,810	13,256	13,700	14,148
A-V TECHNICIAN	33,611	34,948	35,533	36,496	38,669
MONITORS PRE 12/01/87 POST 12/01/87	12.029/hr. 8.415/hr.				
WATCHPERSON	15.567/hr.				
WORKING FOREMAN	43,908				

APPENDIX A

CSEA SALARIES

2003-2004 2%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
TEACHER AIDE (10 MONTH)	23,182	23,932	24,686	25,440	26,394
TEACHER AIDE (12 MONTH)					31,743
PRINTER	26,410	27,506	28,497	29,485	30,490
HEAD CUSTODIAN	33,018	34,112	35,220	36,320	38,210
CUSTODIAN	30,724	31,655	32,581	33,516	35,391
ASSISTANT CUSTODIAN	29,344	30,248	31,153	32,058	34,126
BUILDING MAINTENANCE MECHANIC					38,628
MAINTENANCE WORKER	28,229	29,160	30,087	31,019	31,950
MOTOR VEHICLE OPERATOR	32,758	33,922	35,092	36,253	38,628
CLEANER	11,802	12,183	12,709	13,162	13,825
HEAD COOK	21,771	22,996	23,858	24,716	25,445
ASSISTANT COOK	18,193	18,782	19,538	19,955	20,914
FOOD SERVICE HELPER	12,612	13,066	13,521	13,974	14,431
A-V TECHNICIAN	34,283	35,647	36,244	37,226	39,442
MONITORS PRE 12/01/87 POST 12/01/87	12.270/hr. 8.583/hr.				
WATCHPERSON	15.878/hr.				
WORKING FOREMAN	44,786				

APPENDIX A

CSEA SALARIES

2004-2005 2%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
TEACHER AIDE (10 MONTH)	23,646	24,411	25,180	25,949	26,922
TEACHER AIDE (12 MONTH)					32,378
PRINTER	26,938	28,056	29,067	30,075	31,100
HEAD CUSTODIAN	33,678	34,794	35,924	37,046	38,974
CUSTODIAN	31,338	32,288	33,233	34,186	36,099
ASSISTANT CUSTODIAN	29,931	30,853	31,776	32,699	34,809
BUILDING MAINTENANCE MECHANIC					39,401
MAINTENANCE WORKER	28,794	29,743	30,689	31,639	32,589
MOTOR VEHICLE OPERATOR	33,413	34,600	35,794	36,978	39,401
CLEANER	12,038	12,427	12,963	13,425	14,102
HEAD COOK	22,206	22,456	24,335	25,210	25,954
ASSISTANT COOK	18,557	19,158	19,929	20,354	21,332
FOOD SERVICE HELPER	12,864	13,327	13,791	14,253	14,720
A-V TECHNICIAN	34,969	36,360	36,969	37,971	40,231
MONITORS PRE 12/01/87 POST 12/01/87	12.515/hr. 8.755/hr.				
WATCHPERSON	16.196/hr.				
WORKING FOREMAN	45,682				

APPENDIX B

LAYOFF GROUPINGS AS PER LAYOFF & RECALL PROCEDURE

1. WORKING FOREMAN
   MOTOR VEHICLE OPERATOR
   MAINTENANCE PERSON

2. COOKS
   ASSISTANT COOKS
   FOOD SERVICE HELPERS
   MONITORS (CAFETERIA)

3. CLEANER

4. TEACHER AIDES
   TEACHER AIDES (12 MONTH)
   MONITORS
   PRINTER

APPENDIX C

2000 – 2001

LONGEVITY

STARTING	INCREMENT	PART TIME	FULL TIME
6th year of service	$ 380	$ 190	$ 380
11th	696	538	1,076
16th	885	981	1,961
21st	886	1,424	2,847
26th	758	1,803	3,605
31st	759	2,182	4,364

2% Increase

2001-2002

LONGEVITY

STARTING	INCREMENT	PART TIME	FULL TIME
6th year of service	$ 388	$ 194	$ 388
11th	710	549	1,098
16th	903	1,001	2,001
21st	904	1,453	2,905
26th	773	1,840	3,678
31st	774	2,227	4,452

2% Increase

2002-2003

LONGEVITY

STARTING	INCREMENT	PART TIME	FULL TIME
6th year of service	$ 396	$ 198	$ 396
11th	724	560	1,120
16th	921	1,021	2,041
21st	922	1,482	2,963
26th	788	1,876	3,751
31st	789	2,271	4,540

2% Increase

APPENDIX C

2003-2004

LONGEVITY

STARTING	INCREMENT	PART TIME	FULL TIME
6th year of service	$ 404	$ 202	$ 404
11th	738	571	1,142
16th	939	1,041	2,081
21st	940	1,511	3,021
26th	804	1,913	3,825
31st	805	2,316	4,630

2% Increase

2004-2005

LONGEVITY

STARTING	INCREMENT	PART TIME	FULL TIME
6th year of service	$ 412	$ 206	$ 412
11th	753	583	1,165
16th	958	1,062	2,123
21st	959	1,542	3,082
26th	820	1,952	3,902
31st	821	2,363	4,723

2% Increase

MEMORANDUM OF AGREEMENT
between the
LACKAWANNA CITY SCHOOL DISTRICT
And the
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LACKAWANNA CITY SCHOOL DISTRICT UNIT ERIE
EDUCATIONAL LOCAL 838

The parties whose names appear above agree to the following:

When school is in session or open for extracurricular activities, or the school building is open for any reason, a Custodian shall be assigned for the duration of such session or activity.

The District reserves the right, however, to reassign Custodians on duty to work sites where no Custodian is scheduled and such activities are taking place or the building is open, before calling in off duty Custodians.

IN WITNESS WHEREOF, the representative of both parties hereunto set their hand this 1st day of August 2003.

Peggy Clifford
FOR THE CSEA, INC.
Penny Gleason LRS

Paul D. Hoke
FOR THE DISTRICT

LETTER OF UNDERSTANDING

The parties whose names appear below agree that the Health Maintenance Organization programs that are available to employees covered by this agreement are as follows:

1. Blue Cross/Blue Shield Traditional Standard Hospital 42/43 with Hospital Riders R-8 Dependents to age 23, R-45 Hospital cosmetic Surgery, R-47 Hospital Waiver of Waiting period, R-48 Out of Area Hospital Benefits.

Medical contract Select 60/61 with Medical Riders R-8 Dependents to Age 23, R-21 Psychiatric Care, R-45 Medical Cosmetic Surgery, R-47 Medical Waiver of Waiting Period, R-48 Out of Area Medical Benefits, Prescription Rider G $5 co-pay with Rx Rider 8 $5.00 co-pay.

2. Independent Health – Encompass I as it existed 12/1/97.

3. Health Care Plan as it existed 12/1/97.

The District agrees to notify each bargaining unit employee of the premium for each health insurance plan available to them on or around May 1st of each year. Thereafter, the employee shall notify the District if they wish to change to a different health insurance plan by June 1st of each year.

The provision of premium information and an individual's change to a different insurance program shall not lead to additional money from the District beyond that specified in Section 801 of the contract.

IN WITNESS WHEREOF, the parties have set their hand this 1ST day of August, 2003.

Paul D. Hoskins
FOR THE DISTRICT

Peggy Clifford
FOR CSEA

Penny Gleason LRS

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
LACKAWANNA CITY SCHOOL DISTRICT and
CIVIL SERVICE EMPLOYEES ASSOCIATION

If a position in the Food Service Program becomes vacant due to retirement and/or resignation such vacancy shall first be posted and filled in accordance with sections 702, 703 and 704 of the CSEA contract except said posting shall be for five (5) consecutive days.

In the event the position of Head Cook becomes vacant due to retirement or resignation, it is further agreed that there shall be two (2) postings: one (1) for the position of Head Cook; one (1) for any vacancy created thereby in the Assistant Cook Position.

However, if any full time cafeteria worker is appointed by this contractual process to said position, then the District will have the right to contract with the Food Service Management Company for the then vacated position of the said cafeteria worker.

Nothing herein will prevent the District from reducing the number of working hours per day for the position vacated by retirement or resignation prior to its posting. However, no existing employee of the District in the Food Service Program shall have his/her hours or benefits reduced so than such hours/benefits can be transferred to the Food Service Management Company.

This memorandum of understanding will take effect immediately.

BY: Paul G. Hashem

Paul G. Hashem,
SUPERINTENDENT OF SCHOOLS

DATE: August 1, 2003

BY: Peggy Clifford
Penny Gleason LRS

CSEA, INC.

DATE: August 1, 2003

MEMORANDUM OF AGREEMENT

WHEREAS, CSEA proposed language be added to the collective bargaining agreement that "Hours of Work" for employees in the title of Watchperson shall be distributed on an equitable basis; and

WHEREAS, both parties agree that further research and discussion needs to take place with regard to this issue;

NOW, THEREFORE, the parties agree to continue negotiations regarding this matter after the conclusion of negotiations for the successor to the 1995-2000 agreement.

IN WITNESS WHEREOF, the representatives of both parties hereunto set their hand this 1st day of August, 2002. 3 Pgs P.C.

Paul S. Hoch
FOR THE DISTRICT

Peggy Clifford
FOR CSEA

Penny Gleason LRS

APPENDIX A

CSEA SALARIES

1999-2000 3.5%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
TEACHER AIDE (10 month)	21,416	22,110	22,806	23,503	24,384
TEACHER AIDE (12 month)					29,326
PRINTER	24,398	25,412	26,326	27,239	28,168
HEAD CUSTODIAN	30,504	31,514	32,537	33,554	35,300
CUSTODIAN	28,384	29,243	30,100	30,964	32,696
ASSISTANT CUSTODIAN	27,110	27,945	28,780	29,617	31,527
BUILDING MAINT. MECHANIC					35,686
MAINTENANCE WORKER	26,078	26,938	27,796	28,657	29,518
MOTOR VEHICLE OPERATOR	30,264	31,339	32,420	33,492	35,686
CLEANER	10,904	11,255	11,741	12,160	12,772
HEAD COOK	20,113	21,245	22,040	22,833	23,507
ASSISTANT COOK	16,807	17,352	18,050	18,435	19,322
FOOD SERVICE HELPER	11,651	12,072	12,491	12,910	13,332
A-V TECHNICIAN	31,673	32,932	33,483	34,390	36,439
MONITORS PRE 12/01/87	11.335/HOUR				
POST 12/01/87	7.929/HOUR				
WATCHPERSON	14.67/HOUR				

APPENDIX A

CSEA SALARIES

2000-2001 2%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
TEACHER AIDE (10 MONTH)					
TEACHER AIDE (10 MONTH)	21,844	22,552	23,262	23,973	24,872
TEACHER AIDE (12 MONTH)					29,913
PRINTER	24,886	25,920	26,853	27,784	28,731
HEAD CUSTODIAN	31,114	32,144	33,188	34,225	36,006
CUSTODIAN	28,952	29,828	30,702	31,583	33,350
ASSISTANT CUSTODIAN	27,652	28,504	29,356	30,209	32,158
BUILDING MAINTENANCE MECHANIC					36,400
MAINTENANCE WORKER	26,600	27,477	28,352	29,230	30,108
MOTOR VEHICLE OPERATOR	30,869	31,966	33,068	34,162	36,400
CLEANER	11,122	11,480	11,976	12,403	13,027
HEAD COOK	20,515	21,670	22,481	23,290	23,977
ASSISTANT COOK	17,143	17,699	18,411	18,804	19,708
FOOD SERVICE HELPER	11,884	12,313	12,741	13,168	13,599
A-V TECHNICIAN	32,306	33,591	34,153	35,078	37,168
MONITORS PRE 12/01/87 POST 12/01/87	11.562/hr. 8.088/hr.				
WATCHPERSON	14.963hr.				
WORKING FOREMAN	42,203				

APPENDIX A

CSEA SALARIES

2001-2002 2%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
TEACHER AIDE (10 MONTH)					
TEACHER AIDE (10 MONTH)	22,281	23,003	23,727	24,452	25,369
TEACHER AIDE (12 MONTH)					30,511
PRINTER	25,384	26,438	27,390	28,340	29,306
HEAD CUSTODIAN	31,736	32,787	33,852	34,910	36,726
CUSTODIAN	29,531	30,425	31,316	32,215	34,017
ASSISTANT CUSTODIAN	28,205	29,074	29,943	30,813	32,801
BUILDING MAINTENANCE MECHANIC					37,128
MAINTENANCE WORKER	27,132	28,027	28,919	29,815	30,710
MOTOR VEHICLE OPERATOR	31,486	32,605	33,729	34,845	37,128
CLEANER	11,344	11,710	12,216	12,651	13,288
HEAD COOK	20,925	22,103	22,931	23,756	24,457
ASSISTANT COOK	17,486	18,053	18,779	19,180	20,102
FOOD SERVICE HELPER	12,122	12,559	12,996	13,431	13,871
A-V TECHNICIAN	32,952	34,263	34,836	35,780	37,911
MONITORS PRE 12/01/87 POST 12/01/87	11.793/hr. 8.250/hr.				
WATCHPERSON	15.262/hr.				
WORKING FOREMAN	43,047				

APPENDIX A

CSEA SALARIES

2002-2003 2%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
TEACHER AIDE (10 MONTH)	22,727	23,463	24,202	24,941	25,876
TEACHER AIDE (12 MONTH)					31,121
PRINTER	25,892	26,967	27,938	28,907	29,892
HEAD CUSTODIAN	32,371	33,443	34,529	35,608	37,461
CUSTODIAN	30,122	31,034	31,942	32,859	34,697
ASSISTANT CUSTODIAN	28,769	29,655	30,542	31,429	33,457
BUILDING MAINTENANCE MECHANIC					37,871
MAINTENANCE WORKER	27,675	28,588	29,497	30,411	31,324
MOTOR VEHICLE OPERATOR	32,116	33,257	34,404	35,542	37,871
CLEANER	11,571	11,944	12,460	12,904	13,554
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WORKING FOREMAN	43,908				

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CSEA SALARIES

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MONITORS PRE 12/01/87 POST 12/01/87	12.270/hr. 8.583/hr.				
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APPENDIX A

CSEA SALARIES

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CUSTODIAN	31,338	32,288	33,233	34,186	36,099
ASSISTANT CUSTODIAN	29,931	30,853	31,776	32,699	34,809
BUILDING MAINTENANCE MECHANIC					39,401
MAINTENANCE WORKER	28,794	29,743	30,689	31,639	32,589
MOTOR VEHICLE OPERATOR	33,413	34,600	35,794	36,978	39,401
CLEANER	12,038	12,427	12,963	13,425	14,102
HEAD COOK	22,206	22,456	24,335	25,210	25,954
ASSISTANT COOK	18,557	19,158	19,929	20,354	21,332
FOOD SERVICE HELPER	12,864	13,327	13,791	14,253	14,720
A-V TECHNICIAN	34,969	36,360	36,969	37,971	40,231
MONITORS PRE 12/01/87 POST 12/01/87	12.515/hr. 8.755/hr.				
WATCHPERSON	16.196/hr.				
WORKING FOREMAN	45,682				