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AGREEMENT

Between

NISKAYUNA CENTRAL SCHOOL DISTRICT

And

NISKAYUNA SCHOOL DISTRICT EMPLOYEES ASSOCIATION

JULY 1, 2002 – JUNE 30, 2007

AGREEMENT, made as of July 1, 2002 by and between the Niskayuna Central School District ("District") and the Niskayuna School District Employees Association ("Association").

ARTICLE 1 - RECOGNITION

1.1. RECOGNITION

The District has recognized the Association as the exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment of all employees ("employees") serving in permanent positions in a negotiating unit including the following positions:

Aquatics Coordinator	Food Service Helper
Audio-visual Technician	Grounds Worker
Automotive Mechanic	Head Custodian
Bus Driver (Full Time)	Painter
Bus Driver (Part time)	Maintenance Helper
Cleaner	Maintenance Mechanic
Computer Operator/Technician	Sr. Maintenance Mechanic
Cook	Sr. Automotive Mechanic
Custodian	Sr. Grounds Worker
Delivery Truck Driver	Sr. Custodian
Dispatcher	Sr. Printing Machine Operator
Driver/Trainer	Utility Person

1.2. Managerial and Confidential Employee

Employees who have been designated "managerial" or "confidential" by the Public Employment Relations Board shall be excluded from the negotiating unit.

ARTICLE 2 - ASSOCIATION RIGHTS

2.1 Unchallenged Representation Status

The Association shall have unchallenged representation status for the maximum period permitted by law.

2.2 Exclusivity

The Association shall have the sole and exclusive right to represent employees in any and all proceedings under the Public Employees Fair Employment Act; to designate its own representatives and to appear before any appropriate officials of the District; to direct, manage and govern its own affairs; to determine, and pursue the wishes of the membership, free from any interference, restraint, coercion or discrimination by the District or any of its agents.

2.3 Employee Rights

- A. Employees are free to join or refrain from joining the Association without fear or coercion, reprisal or penalty from the Association or the District.
- B. Employees may join and taken an active role in the activities of Association without fear of any kind of reprisals from the District or its agents.
- C. An Employee may bring matters of personal concern to the attention of the appropriate District representatives and officials in accordance with applicable laws and rules.

2.4 Dues Deductions for the Association

The Association shall have exclusive payroll deductions of membership dues under the following conditions.

- A. If necessary, the Association shall obtain the authorization from the individual and transmit it to the Business Office.
- B. The authorization shall specify the exact amount to be deducted and to be on a form approved by the District. Once this authorization has been filed, it need not be renewed each year. Any changes in the amount of dues to be collected will be made automatically unless the individual submits a new form or revokes the old one.
- C. The deduction is to be at a rate derived from dividing the number of pay periods into the amount of the unified membership dues.

- D. The Association will notify the Business Office by August 1, what amount the dues will be for that year and what amount should be deducted each payroll. The deductions will begin with the first payroll in September and will continue until the total is deducted.
- E. Should circumstances permit it, an individual may revoke the authorization by filing a form supplied by the District with the Business Office. The deduction is to cease by the second payroll following the revocation.
- F. The District is not responsible for collection of any balance due when an individual revokes the authorization or when an individual drops from payroll by resignation or otherwise. An individual may make a timely request to have deducted any balance of dues owed.
- G. Payment of such dues withheld shall be made to the Treasurer of the Association within five days following each payroll date.

2.5 Association Business

- A. Any officer in the Association required to conduct Association business during working hours shall be relieved of his normal duties upon approval of the Director of School Facilities and Operations and/or Director of Transportation without loss of compensation. This Association activity cannot affect an employee's overtime obligation.
- B. The District shall allow the Association to hold three meetings per year during normal working hours of the employees with no loss of pay. However, such meetings shall be held when school is not in session and shall not exceed two hours in duration. The Association shall notify the District, at least two weeks in advance, of the date and times, of such meetings.

2.6 United Way

The District shall provide for payroll deduction of a regular amount at each payroll period for contributions to the United Way. The District will provide for overall administration of the United Way appeal, and Association will distribute information concerning the United Way appeal and transfer pledges or contributions to the District Liaison person with the United Way.

2.7 Credit Union

- A. The District shall provide payroll deduction of a regular amount at each payroll period for the systematic savings through the Credit Union.
- B. Repayment of loans from the First Teachers Federal Credit Union will be made according to the schedule provided by the member provided that the schedule is in even amounts except for a first or last balancing payment, and provided that the authorization is filed with the Business Office.

ARTICLE 3 - WAGES

3.1 Salary Schedules 2002 - 2007

The salary schedules for the period July 1, 2002 through June 30, 2007 are attached hereto as appendices. These salary schedules reflect the following changes:

- Effective July 1, 2002 - Increase the 2001-02 salary schedules by 2.75%
- Effective July 1, 2003 - Increase the 2002-03 salary schedules by 3.0%
- Effective July 1, 2004 - Increase the 2003-04 salary schedules by 3.0%
- Effective July 1, 2005 - Increase the 2004-05 salary schedules by 3.0%
- Effective July 1, 2006 - Increase the 2005-06 salary schedules by 3.0%

ARTICLE 4 - LONGEVITY INCREMENT

4.1 LONGEVITY

Longevity increments shall be granted in accordance with the schedule in Appendix B.

ARTICLE 5 - WORKDAY AND WORK WEEK

5.1 WORK DAY

The regular workday shall consist of not more than eight hours, exclusive of a lunch period.

5.2 WORK WEEK

The regular work week shall consist of 5 consecutive 8-hour days or 40 hours per week.

5.3 SECOND AND THIRD SHIFTS

The regular work period for all employees who work the second and/or third shifts shall consist of eight hours per day including a half-hour paid lunch period.

5.4 REPORTING TO WORK

- A. Employees shall not be required to report to work at other than their assigned work periods unless an emergency arises.

- B. Full-time bus drivers will be compensated at their regular hourly rate when they are required to attend training school on recesses, holidays, and/or professional growth days. Part-time drivers training compensation shall be for two hours at the employee’s hourly rate. In the event training for part-time bus drivers extends beyond two hours, such drivers shall be paid for the actual time of such training.

5.5 SUMMER HOURS

During the months of July and August (except the last week in August), the workday shall be a seven-hour workday with no loss of pay. During the term of this Agreement, this period shall consist of eight consecutive weeks.

5.6 NIGHT CUSTODIAN

Night custodians will be assigned to day work by the Director of Facilities and Operations when the work schedule permits.

5.7 Out of Title Work

In event an employee is temporarily assigned to a higher rated position by the Director of Facilities and Operations and the Director of Transportation and/or the School Lunch Supervisor for more than five consecutive working days, such employee will have his/her salary adjusted. The adjustment will be retroactive placement on the salary schedule on a step of the higher rated position that will provide an increase equal to the value of one increment of the lower rated position. Groundsmen assigned to out of title work from November 1 to March 31 are not covered by this Section 5.7.

5.8 Overtime

Overtime compensation at the rate of time and one-half is to be paid for time worked in excess of 8 hours per day and 40 hours per week.

5.9 Special Cafeteria Assignments

- A. Cafeteria personnel who are requested to work special assignments such as evening banquets, service club dinners, will be compensated at time and one-half.
- B. When a volunteer, not-for-profit organization, or group, is allowed to use a school's cooking equipment, an employee assigned to that cafeteria shall be assigned by seniority on a rotating basis to work as supervisor of that cafeteria during such use in order to safeguard the district's equipment and interest.

Note: For volunteer and not-for-profit organizations cafeteria employees will be paid at their straight time rate of pay. For all other organizations the rate of time and one-half will be paid.

5.10 Recall

- A. "Recall" is defined as any time an employee is called back by a supervisor to work after the completion of his or her regular work day. An employee who is called in early or was held over his or her regular scheduled work day does not qualify under the recall provision and therefore shall be paid under the regulations in effect for overtime. Employees recalled shall be guaranteed a minimum of two hours pay.

ARTICLE 6 - HOLIDAYS

6.1 Holidays

- A. There shall be provided 13 paid holidays for all full-time employees and 11 paid holidays for all other employees, excluding part-time bus drivers. The 13 scheduled paid "holidays" are as follows:

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King

Veterans' Day	Washington's or Lincoln's
Thanksgiving Day	Birthday
Day after Thanksgiving	Good Friday
Day before Christmas	Memorial Day

B. In the event that an employee is scheduled or called on any holiday, that employee shall in addition to his holiday pay, receive time and one-half for all hours worked on that holiday.

6.2 Part-time Bus Drivers

A. Part-time bus drivers will be paid for three holidays provided that they have worked 85 out of the first 90 days of the school year. In the event a part-time employee commences work after the first day of school, he or she will be paid for such 3 holidays if he or she completes 85 out of the first 90 days of employment. Holiday pay will be included in the employee's base pay; provided however, if the employee fails to complete his or her period of eligibility, by the end of each school year, the employee will return the amount of holiday pay he or she has previously received.

B. The schedule of holidays for Part-time Bus Drivers is:

Thanksgiving Day	Christmas Day	New Year's Day
Martin Luther King Day	Good Friday	Memorial Day

6.3 Alternative Holidays

If any of the holidays listed are days when school is normally in session, another day will be designated as a holiday by the District.

6.4 Cafeteria Personnel

Non-salaried cafeteria personnel who are absent from employment three or fewer days during the school year will receive the equivalent of five paid holidays during the school year. They will be eligible for these five paid holidays in the same manner as full-time employees.

ARTICLE 7 - VACATION

7.1 Entitlement

All 12-month employees shall be entitled to the following vacation (calculated as of the July 1st following completion of the following year of service):

1 to 4 years	10 days	12 years	18 days
5 to 8 years	15 days	14 years	19 days
9 years	16 days	15 to 19 years	20 days
10 years	17 days	20 years and over	22 days

New employees hired on or after July 1, 1998, shall be entitled to the following vacation schedule:

<u>Years of Service</u>	<u>Days of Vacation</u>
1 - 10	10
11 - 20	15
20 or more	20

If a former employee returns to work, then this vacation schedule shall not apply to that worker.

7.2 Scheduling

Vacations which are earned upon the completion of an employment period ending June 30, are to be scheduled as follows:

- A. Vacations may be taken during any school shutdown, recess, or non-school day, with the approval of the department head.
- B. Any additional earned vacation is to be taken under the following conditions:
 - 1. The employee may request specific times.
 - 2. Vacation is to be scheduled in periods of not less than one week, except that when the vacation times equal a number of days other than a multiple of five, such days may be taken at the rate of one or more days at a time.

3. Vacations are to be taken on non-school days if taken during the school year and between the first day of the week in which July 1 occurs and the second Friday prior to the first day of school, if taken in the summer.
4. Vacations are to be prior approved by the administrator responsible for the category of personnel.
5. When the work of the District makes it undesirable to schedule all vacation time according to personnel requests, personnel with seniority are to be given first consideration.
6. Any exceptions are to be approved by the Assistant Superintendent of Schools on the basis of special needs of the staff members and the degree of interference with the program of the schools.
7. A retiree shall be granted vacation pay on the basis of proportionate time for a part year.

7.3 First Year of Employment

A 12 month employee in his or her first year of employment who works less than the full year will receive vacation as follows:

- A. If hired between July 1 and September 30, the employee will receive the full ten-day allotment.
- B. If hired after October 1, the employee will receive 1 day per full month of employment down to June 30.

ARTICLE 8 - SICK LEAVE

8.1 Sick Leave

- A. All employees who work 20 hours or more per week shall be entitled to sick leave as follows: 12 month employees shall be eligible for 12 sick leave days per year; 10 month employees shall be eligible for 10 sick leave days per year.

- B. Employees shall be allowed to accumulate their unused sick leave to maximum of 165 days.
- C. An employee shall be allowed to take accumulated sick leave for personal illness, disability or treatment of an injury, disease, etc. that cannot be scheduled during non-working hours.
- D. The Superintendent may request a physician's statement in any case where the employee is absent three consecutive days or more. In cases of suspected abuse of sick leave, the Superintendent of Schools may require a doctor's certificate for a shorter period of time.

8.2 Long Term Illness

In the event of a long-term absence due to illness, the employee shall utilize the sick leave allowance available under this article until not more than five days of sick leave remains available. The employee shall have the option of reserving not more than five days of sick leave before receiving benefits under the Disability Insurance Program, provided the request is made in writing prior to five days before the sick leave allowance is to be fully used. An election to reserve up to five days of the sick leave allowance may not be revoked.

8.3 Employee Responsibility

Each employee will take constructive measures to keep to a minimum the amount of absence due to ill health.

8.4 Part-time Personnel

Part time personnel who are assigned 20 hours but less than 30 hours per week are to be granted two days of sick leave in addition to the regular sick leave described above for each year of service. These two days are to be placed in a separate account which will increase each year until the days are used.

8.5 Notice of Accumulation

At the commencement of the school year each employee shall be advised of the number of days of sick leave credit he has accumulated.

ARTICLE 9 - OTHER LEAVE POLICIES

9.1 Personal Leave

- A. Each 12 month employee shall be allowed up to four days and all other employees shall be allowed up to three days for business matters that cannot be taken care of outside of working hours of school calendar days with no loss of pay provided:
1. The general reason is given at the time of the request.
 2. Advance notice of 48 hours shall be given when possible.
 3. Approval is given.
 4. Personal business cannot be taken care of outside of working hours. Personal business leave will not be granted for an employee's wedding or honeymoon.
- B. Illness in the immediate family, which requires the employee's presence, qualifies under this policy. Immediate family includes husband or wife, children, brothers, and sisters, father and mother, grandparents, and any other person with whom the employee has developed an immediate family-like obligation due to past personal relationships. In the event of serious illness to someone in the immediate household, which requires the attention of the employee, and the five days leave under this policy is exhausted, the employee may be absent up to five additional days with the absence charged to allowable sick leave. If there are extenuating circumstances and the employee has used the allowable time, the Superintendent of Schools may extend the leave time by five additional days.
- C. Employees should make a special effort to avoid being absent on a day before or after a school holiday.
- D. A family affair, when the presence of the employee is imperative, is defined as an occasion when matters of concern which related to the personal lives of husband, wife, parents or children have to be settled. Examples of such occurrences would be the obligation a parent has for taking his child to college - a husband and wife attempting to resolve marital problems - the placement of an individual's parents in a care center.
- E. All requests for personal leave will be approved by the Director of Facilities and Operations; the Director of Transportation and the School Lunch Director for cafeteria personnel.
- F. Unused personal leave time shall be allowed to accumulate together with unused sick leave to maximum of 165 days.

9.2 Bereavement Leave

Employees working four or more hours per day shall be granted five days of leave for a death in the employee's immediate family (which shall include someone with whom the employee has an immediate family-like relationship). In the event of more than one death in the immediate family, this leave time will be extended by a maximum of five additional days. The District, in its discretion, may provide additional bereavement leave.

9.3 Jury Duty

Regular employees shall be granted time necessary to serve as required on jury duty with payment of their regular salary for such service not to include money received as payment for jury duty. If excused from jury duty, the employee is to report to his or her place of employment for the balance of the day.

9.4 Snow Days

- A. When a snow day is declared by the District, all employees, except substitute bus drivers, shall receive the day off without loss of pay. Substitute drivers shall be paid for such day if they have been previously scheduled to work on that day.
- B. Any employee called in to work on a declared snow day or who is actually working at the time of the declaration (except for 3rd shift employees) shall be paid at time and one-half for the time worked. This clause shall not apply if the declaration is made after the start of pupil school day.
- C. In the event that a snow day is declared on a Friday, third shift employee will be granted the following Sunday as a day off.

9.5 Leave of Absence

- A. A leave of absence without pay for up to one year may be granted upon the recommendation of the Superintendent and approved by the Board of Education. Normally, except for medical reasons, requests for such leave must be made at least three months prior to the starting date.
- B. All benefits to which an employee was entitled at the time the leave of absence without pay commenced, including unused cumulative sick leave, service increment, seniority rights shall be restored to him or her upon return to service.

9.6 Child Rearing Leave

- A. An employee, upon 30 days written notice to the Superintendent, may request a leave, without pay, for purposes of child rearing, for up to one year. In the case of the adoption of an infant child, the employee shall provide the District with reasonable notice depending upon the notice received by the employee of the arrival of the child.
- B. No benefits shall accrue during the period of the leave and, in the case of probationary employees, leave time shall not be considered part of the probationary period. A child rearing leave may be shortened or extended upon written application to and with the approval of the Superintendent.

9.7 Military Leave

Military Leave shall be granted without loss of time or pay to any employee who is in any branch of the Armed Forces Reserve and/or National Guard for a period not to exceed 30 days in any calendar year. No part of this leave shall be deducted from vacation leave.

ARTICLE 10 - RETIREMENT

10.1 Retirement Plan

The Employer shall provide the 1/60 non-contributory New York State Retirement Plan known as the 75-e program and in Sections 41-j of such Retirement System which allows an employee to use up to 165 days of unused accumulated sick leave for the purpose of obtaining additional service retirement credit.

Section 75-i Option

The District has adopted the Section 75-i option and the Section 41-j option under the New York State Employees Retirement System.

10.2 Retirement Benefit

- A. Eligibility. To be eligible, an employee must meet the following conditions:
1. The employee must be a full-time staff member of the District.
 2. The employee must be 55 years of age or more and be eligible for benefits under the New York State Retirement System.
 3. The employee must have been a full-time employee in the Niskayuna Central School District for a minimum of ten years to qualify for this program.
- B. Benefit Payments
1. An employee who is eligible under the above stated requirements must give written notice to the District of intent to retire no later than three months prior to date of actual retirement.
 2. The District, upon the employee's retirement from service, will pay to the employee in one lump sum \$3,500 as soon as possible after retirement but no later than December 31 of the year the employee retired. Effective July 1, 2003, the lump sum benefit shall become \$4,000, effective July 2, 2004, it shall become \$4500, and effective July 1, 2005, it shall become \$5000.

ARTICLE 11 - INSURANCE

11.1 Health Insurance

- A. The District shall provide comprehensive medical, dental, life, and accidental death insurance. This benefit shall be provided to members of the negotiating unit who are employed not less than 30 hours per week for 10 months per year.
- B. The Self-funded deductible will be \$100 for individuals and \$300 for family, effective January 1995. There will be a \$15 co-pay for the HMO's, effective July 1, 1998.

Effective July 1, 2003, the District will pay 80% of the average of the premiums of the two lowest cost premium plans offered by the District. The averages will be calculated on a yearly basis for all levels of coverage including single, family and two-person. Remaining premium costs will be borne by the employee.

Effective July 1, 2003, the prescription drug co-pay for the self-funded health insurance plan will be \$5/\$10 for a 30 day supply and \$10/\$20 for a 90 day supply.

Effective July 1, 2004, the prescription co-pay for the self-funded health insurance plan will become \$10/\$20 for a 30 day supply and \$15/\$25 for a 90 day supply.

- C. Employees who retire during the term of this agreement will pay 27.5 percent of the premium cost of such insurance. The District will pay the remaining 72.5 percent. Employees who retire on or after July 1, 2003, shall be subject to the premium averaging formula in Section 11.1B.

11.2 Life Insurance

The District will continue to provide a life insurance program which provides coverage of \$15,000 for an employee 25 years of age and younger, which decreases by \$500 per year until the coverage becomes \$5,000 at age 45. The District shall pay 25 percent of the premium cost of such insurance. The employee shall pay the remaining 75 percent.

11.3 Disability Benefits

The District will continue to provide members of the employees negotiation unit who are employed not less than 30 hours per week and are members of the retirement system with the disability benefits program providing short-term and long-term disability benefits at the rate of up to 60 percent of the disabled employee's regular monthly earnings. The Employer shall contribute one-half of one percent of the employee's salary and all of the required premiums in excess of that amount will be paid by the District.

11.4 Death Benefits

The District shall continue to provide the Guaranteed Ordinary Death Benefit authorized by Section 60-B of the Retirement and Social Security Law. That section authorizes a salary-based death benefit in accordance with law.

ARTICLE 12 - GRIEVANCE PROCEDURE

- 12.1 The grievance procedure is attached as Appendix "A".

ARTICLE 13 - SENIORITY (NON-COMPETITIVE AND LABOR-CLASS EMPLOYEES)

13.1 Definitions

"Title seniority" is defined as continuous service in a particular title in a department. "Departmental seniority" is defined as continuous service with the District in a department of the District. "District-wide seniority" is defined as the length of continuous service of the employee within the District. Seniority shall commence on the first day of employment within a title, department or the District.

13.2 Layoffs

For layoff purposes of non-competitive or labor-class employees, the employee with the least title seniority shall be the first to be laid off until the total number of employees required to decrease the work force shall be established. Having exhausted his or her seniority in his or her current title within a department, a laid-off employee shall exercise his or her departmental seniority to displace an employee with lesser seniority in a lower job title(s). Recalls shall be in the inverse order of layoff.

13.3 Continuous Service

As used in section 13.2, continuous service with the District includes those periods when an employee is (a) on leave of absence; (b) on lay-off; (c) absent from and unable to perform the duties of his position by reason of disability or disease; and (d) such other periods of service, if any, as the Civil Service Law requires to be treated as a part of the employee's continuous service.

13.4 Loss of Seniority

Subject to the applicable provisions of the Civil Service Law, if any, an employee loses his seniority as defined in Section 13.1 only when one or more of the following occur: (a) he or she resigns; (b) he or she is discharged; (c) he or she retires; (d) he or she refuses a recall.

13.5 Competitive Class

Competitive class employees shall be governed under the applicable provisions of the Civil Service Law.

13.6 Seniority List

The District shall provide the Association with an up-to-date seniority list once a year in September showing the names of employees and the date of seniority within title, department, and district.

13.7 "Departments"

- A. For the purposes of this article, "departments" shall mean transportation, cafeteria, custodial and maintenance, and head custodian.
- B. Departmental seniority shall be the basis for scheduling vacations.

13.8 Promotions and/or Vacancies and New Positions

- A. In the event of a vacancy or the creation of a new position or a promotional opportunity, the position shall be posted in order to give the present staff an opportunity to apply.
- B. The Administration will make a mailing of job postings to an employee who supplies the supervisor with a self-addressed stamped envelope and informs the supervisor that he or she wishes to be informed in such a way while he is absent, on vacation, or on sick leave.
- C. If the qualifications of the (applying employees) are equal, the position shall be filled on the basis of District seniority with the most senior employee (s) being given such position(s).
- D. In the event of a promotion, the person will be placed on the closest regular step of the new salary grade schedule that will result in a salary increase equal to at least one increment on the old schedule.

- E. An employee who bids from one unit position to another shall have a right to return to his or her prior position, without loss of accrued seniority, prior to the completion of the probationary period in the new position. If, thereafter, the employee returns to his or her original position he or she will do without any accrued seniority.
- F. An employee who bids from one unit position to a position in another department shall have a right to return to his or her prior position, without loss of accrued seniority, prior to the completion of the probationary period in the new position. If, thereafter, the employee returns to his or her original position he or she will do so without any accrued seniority.
- G. An employee who elects to terminate an approved leave of absence shall have a right to return to a vacant position, with the same District, title and departmental seniority as he or she had at the commencement of the leave.

ARTICLE 14 - TRANSPORTATION

14.1 Definitions

- A. "Full-time bus driver" shall be defined as bus driver assigned a daily route and working eight hours per day.
- B. "Part-time bus driver" shall be defined as a bus driver assigned a daily route and working less than eight hours per day.
- C. "Substitute bus driver" shall be defined as a bus driver not assigned a daily route.

14.2 Bidding

- A. The district shall make available copies of all runs at least two days prior to the date of the scheduled bidding in each year. Bus routes created after the scheduled bidding will be posted for bid on October 1. No routes will be posted for bid after May 1 in any school year.
- B. The creation and structure of school bus routes will be in the sole discretion of the Transportation Department Administration. Routes will be bid as set up by the Transportation Department administration.

All regularly scheduled driving routes will be bid by Transportation Department seniority. All full-time drivers will be required to bid a mid-day route to equal an 8-hour workday.

The District shall make available five additional work units of two hours minimum each, comprised of mid-day and late routes, that will be available to part-time drivers to bid by seniority. In the event that there is not enough mid-day or late work to provide 6-8 hours work, the Transportation Director will schedule AM/PM routes at 6 hours or more for the part-time driver involved in one of the five additional work units.

- C. If the length of time of a driver's AM/PM route is increased by one hour or more per day during September, the route shall be re-bid on October 1.
If the length of time of a driver's AM/PM route is increased by one hour or more per day between October 1 and May 1 of any school year, the route will be posted for bid.

Routes increased by one hour or more after May 1 shall not be re-bid.

- D. A bus driver who bids a route shall accept the conditions of that route, e.g. vehicle, school calendar, early dismissals, days and hours (AM/PM) of operation, etc. The bid by the driver shall constitute an agreement by the driver that the work as bid shall be the driver's first responsibility.
- E. The District will use part-time or full-time bus drivers based on the driver's seniority for additional work beyond the driver's bid run when such drivers are available. Substitutes may be used in the event that no full-time or part-time driver is available from the rotation list for such work.
- F. The position of driver/trainer shall have the same privileges as an eight-hour driver, e.g., weekend trips, holidays, seniority, etc.

14.3 Field Trips

- A. Field trips for drivers shall be worked on a strict rotating basis and shall be arranged according to transportation department seniority. Eight-hour full-time drivers shall be given weekend runs.
- B. Any field trips that occur during school recess periods will be rotated on list composed of those full- and part-time drivers who desire work during the recess period.

- C. Drivers assigned to field trips shall be provided with a minimum of two days advance notice. D. If a driver declines a field trip, he or she will not be assigned another trip until rotation is again completed.
- E. A driver who declines three successive assignments will have his or her name dropped from the list. This article shall not apply when the refusal is due to vacations, illness or bereavement leave.
- F. In the event a field trip is canceled without advance notice, a minimum of one and one-half hours will be paid providing the employee reports to the school district to fulfill his or her assignment. If the field trip is canceled, the driver will be assigned the next unassigned trip out.

14.4 Recall

If a bus driver is called in to perform services at a time other than during his regular work period, he or she will be fully compensated for this work with a minimum of one and one half-hours pay. This minimum shall not apply when the extra work period is immediately before or after the regular work period.

14.5 Substitutes

Substitute bus drivers are not members of the NSDEA bargaining unit. The District may use substitute bus drivers to drive those runs, field trips, athletic trips, etc., that occur during the regular work period of full-time drivers and part-time drivers, or when no part-time or full-time driver is available for additional work beyond their bid run.

14.6 Cancellation of Runs

If any portion of a full-time or part-time driver's regularly assigned run is canceled for the day, the driver will receive their regular pay for such canceled run. The driver will remain at work and be available for assignment to bargaining unit work.

14.7 Additional Evening Trips

- A. Full-time (eight-hour) bus drivers may bid an additional evening bus run that is not part of another driver's regular assignment and that starts after the regular work day. Such assignments will be

rotated, based on seniority. Failure to bid on an available run shall put the driver at the bottom of the rotation list.

- B. Drivers who are assigned the late bus runs may not bid on the additional evening runs. At the time of this Agreement, the late runs are at 4:00 and 5:30 p.m.
- C. Drivers who return from their regular duties in time to start an additional trip, but who have not completed their regular work day, may bid on additional trips with the permission of the Director of Transportation. However, in such cases the driver will not start receiving additional pay until the end of his regularly assigned workday.
- D. Assignment of an additional evening trip shall count as one trip in the rotation schedule.

14.8 Work Obligation

The work year of full-time drivers is the school year plus 11 days.

14.9 Commercial Drivers License

- A. During the term of this Agreement, the District will reimburse the application fee for admission to the New York State Commercial Drivers License examination and the additional fee for obtaining a New York State Commercial Drivers License of each full or part-time bus driver (or mechanic or custodian who is required by the District to have such a license as a condition of employment) who has been employed by the District for two years.
- B. An employee claiming reimbursement pursuant to this section will submit proof of entitlement prior to May 1 of the school year. The District will make payment of the reimbursement prior to June 1 of that year.
- C. It is the intent of this provision that the District will be required to make reimbursement only once during the term of this Agreement.

ARTICLE 15 - SAVINGS CLAUSE

15.1 Savings Clause

If any article or part thereof of this Agreement or any addition thereto should be decided as in violation of any Federal, State or local law; or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of this Agreement or any addition thereto shall not be affected.

15.2 Conclusion of Negotiations

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement, and that no negotiations on this Agreement will be conducted on any item whether contained herein, or not, during the life of this Agreement, unless by mutual agreement of the parties.

15.3 District Policy

This Agreement constitutes School District policy for the terms and conditions of employment for the employees. Any other terms or conditions of employment, not mentioned in the agreement, shall remain within the jurisdiction of School District Policy (subject to the review and approval of the Association). The District and the Association are pledged to carry out the commitments contained in this Agreement. The terms and conditions of this Agreement shall take precedence over District or Association policy. Each party shall take such action as necessary in order to give full force and effect to the provisions of this Agreement.

ARTICLE 16 - UNION SECURITY

16.1 Discontinuance of a Full-time Employee

- A. If there is consideration of the possibility of discontinuing the employment of a full-time employee in the non-competitive or labor classification who has completed one-year continuous service shall be entitled to an informal hearing before the Assistant Superintendent of Schools.

- B. The employee shall have the opportunity of knowing the reason(s) for consideration of a dismissal and the right to present any information which will aid in reaching a decision prior to any action to dismiss or retain.
- C. If the decision by the Assistant Superintendent of Schools is not satisfactory to the employee, the employee may request a review by the Board of Education or a committee of its members. The employee must notify the Board of Education in writing within ten school days of the date of the decision by the Assistant Superintendent if he requests such a review.
- D. Within 12 school days after reviewing the written request or such longer time as may be mutually agreed upon, the Board or a committee of its members shall meet with the employee and his representative for the purpose of resolving the issue.

ARTICLE 17 - PUBLIC EMPLOYEES FAIR EMPLOYMENT

ACT OBLIGATIONS

17.1 No Strike Pledge

Pursuant to Section 210, subdivision 1, of the Public Employees Fair Employment Act, the Association hereby affirms that it does not have, and will not assert, the right to strike against the School District, to assist or participate in any such strike, or to impose an obligation upon its membership to conduct, assist, or participate in any such strike.

17.2 Statutory Language

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

ARTICLE 18 - LABOR MANAGEMENT COMMITTEE

18.1 Labor Management Committee

There shall be a Labor Management Committee established, whose function will be to promote better communications between the Association and the District whereby problems of mutual concern shall be

discussed and resolved. This committee shall meet whenever necessary in order to carry out its objectives.

ARTICLE 19 - PART TIME BUS DRIVERS

19.1 Less than 20 Hour Drivers

Unless specifically included in any other designated article, Drivers who work normally less than 20 hours per week on a scheduled basis shall only be covered by the following articles of this Agreement.

Article 10 - Retirement

Article 12 - Grievance Procedure

Article 13 - Seniority

Article 16 - Union Security

19.2 More than 20 Hour Drivers

Unless specifically included in any other designated article, Drivers who work normally more than 20 hours per week on a scheduled basis shall only be covered by the following articles of this Agreement:

Article 8 - Sick Leave

Article 9 - Leave Policies

Article 10 - Retirement

Article 12 - Grievance Procedure

Article 13 - Seniority

Article 14 - Transportation

Article 16 - Union Security

ARTICLE 20 - DURATION OF AGREEMENT

20.1 Term

The Agreement shall commence July 1, 2002 and continue in effect until June 30, 2007.

20.2 Copies of Agreement

Each employee shall receive a copy of this Agreement.

Date

Superintendent of School

Date

President, Association

Date

President, Board of Education

Appendix "A"**GRIEVANCE PROCEDURE****Section 1. Purpose**

It is the policy of the Niskayuna Central School District and the Niskayuna Educational Support Personnel Association/NEA that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Information settlements at any state shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

Section 2. Definitions

- A. A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- B. An "employee" is any person in the unit covered by this agreement.
- C. An "Aggrieved party" is the employee or group of employees who submit a grievance.

Section 3. Submission of Grievances

- A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally and in so doing shall give notice that a "grievance" is being raised.
- B. Each grievance shall be submitted in writing on a form approved by the District and the Employee Unit (see attached), and shall identify the aggrieved party, the provision of this agreement or other directive involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, conditions and a general statement of the grievance and the redress sought by the aggrieved party.

- C. A grievance shall be deemed waived unless it is submitted in writing within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based.
- D. The aggrieved parties must be represented at any formal level in Section 4 Grievance Procedure by an officer of the Niskayuna School District Employees Association, a member of the Association's grievance Committee, a shop steward designated as such by the Association, or a representative of the NEA/NY.

Section 4. Grievance Procedure

- A. The Unit Supervisor shall respond in writing within one calendar week after receipt of each grievance. If an aggrieved party is not satisfied with the response of the Unit Supervisor or if no response is received within the specified time limit after the submission of a grievance, such aggrieved party may appeal to or submit a copy of the grievance within one calendar week thereafter to the Assistant Superintendent of Schools.
- B. The Assistant Superintendent or his or her designated representative shall, upon request, confer with the aggrieved party with respect to the grievance and shall deliver to the aggrieved party a written statement of his or her position with respect to it no later than two weeks after it is received.
- C. Within five days of the determination by the Assistant Superintendent, if the grievor is not satisfied he or she may make written request to the Board of Education for review and determination. The Board of Education or a sub-committee thereof will hold a hearing within ten (10) days of the receipt of the request to obtain further information regarding the case. The Board of Education shall render a final decision within fifteen calendar days after the hearing.

D. Arbitration

1. In the event the Association wishes to appeal a decision of the Board of Education, it may appeal to arbitration by filing a demand for arbitration upon the Public Employment Relations Board (with a copy to the Superintendent) within 15 working days of the receipt of the Board decision. The arbitration hearing shall be held within 20 working days of the selection of the arbitrator.
2. The demand for arbitration shall identify the issues sought to be submitted to arbitration and the specific section or sections of this Agreement which the Association claims have been violated. The demand for arbitration may not add to the issues previously considered at the Board level,

and in the event that such an issue is raised, the Superintendent may return the matter to Step 3 for further determination.

3. The arbitrator shall be selected using the services and procedures of the Public Employment Relations Board. The Rules of the Public Employment Relations Board, as amended by this Agreement shall govern the arbitration.
4. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented, and his or her decision shall be confined solely to a determination of whether the claimed violation of this Agreement has occurred, and, if so, the appropriate remedy therefor. Should the District or the Association contend in any arbitration proceeding that the grievance is not subject, in whole or in part, to arbitration pursuant to this Article, the arbitrator shall be required, upon request of such party, to rule upon the question of arbitrability in advance of receiving evidence upon any other issue. The decision and award of the arbitrator shall be binding upon both parties.
5. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing its own case.
6. If the parties mutually agree to stenographic transcript of the proceeding, they shall share the cost of such transcript. If either party without the consent of the other requires such a transcript, the requesting party shall bear the entire cost and shall provide the arbitrator and the other party with a copy of the transcript.
7. An award upon a grievance may or may not be retroactive as the equities of each case demand, but in no event shall such a resolution be retroactive to a date earlier than 30 calendar days prior to the date when the grievance was first presented in accordance with this Article or the date the grievance occurred, whichever is later.

Section 5.

The time limits at any step(s) may be extended by written mutual consent of the parties.

GRIEVANCE FORM

Date of Filing _____
 Stage _____
 1. Unit Supervisor _____
 2. Asst. Supt. _____
 3. Bd of Educ. _____

1. Grievant:
2. Position:
(Building)
3. Contract Provision Alleged Violated:
4. Time, Date, Place of Occurrence:
5. Statement of the Grievance (include events and conditions of the Grievance and person responsible).
6. Redress Sought:
7. Response:

 Date

 Signed

 Position

8. Initial applicable statements:

_____ I hereby accept the above determination.

_____ I hereby decline the above determination

_____ I intend to process the grievance to the next stage.

 Signature of Grievant

 Date

Use additional sheets if necessary

Appendix "B"

SALARY SCHEDULE FOR PROPERTY SERVICE PERSONNEL

1. Longevity Increment –

Property Service Administrators

	After 10 years	After 15 years	After 20 years
Year one	\$350	\$700	\$1050
Year three	\$375	\$750	\$1125
Year five	\$400	\$800	\$1200

Cafeteria Personnel

	After 10 years	After 15 years	After 20 years
Year one	\$287	\$574	\$861
Year three	\$307	\$614	\$921
Year five	\$328	\$656	\$984

Payment for longevity shall be in a lump sum in the pay period following the employee’s anniversary date.

- 2. Uniform Allowance - Effective July 1, 1998, the uniform allowance of \$150 shall be increased to \$250. Employees receiving a uniform allowance shall wear the uniform. A uniform allowance of \$250 will be provided for full-time personnel who wear clothing of same color and style displaying the name of the School District and the name of individual. Payment for the allowance shall be in a lump sum in the pay period before Christmas.
- 3. Bus Mechanics - An allowance of up to \$200 shall be paid each year to replace broken tools identified at the time of breakage.
- 4. 2nd and 3rd Shift Differential - Employees who are assigned the second and/or third shift shall receive a three- percent pay differential only for the time period where the employee actually works the second and/or third time period.

Appendix "C"

PROPERTY SERVICE PERSONNEL SALARY SCHEDULE

	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LEV 1	02-03	32,874	33,599	34,420	35,184	35,977	36,916	37,716	39,027
Maintenance/Auto Mechanic	03-04	33,860	34,607	35,453	36,240	37,056	38,023	38,847	40,198
Comp. Oper. Tech.	04-05	34,876	35,645	36,516	37,327	38,168	39,164	40,013	41,404
Painter	05-06	35,922	36,715	37,612	38,447	39,313	40,339	41,213	42,646
	06-07	37,000	37,816	38,740	39,600	40,492	41,549	42,450	43,925
LEV 2	02-03	28,983	29,675	30,425	31,186	31,940	32,687	33,443	35,451
Grounds worker	03-04	29,852	30,565	31,338	32,122	32,898	33,668	34,446	36,515
Audio Visual Equip. Repair Tech.	04-05	30,748	31,482	32,278	33,085	33,885	34,678	35,480	37,610
	05-06	31,671	32,427	33,246	34,078	34,902	35,718	36,544	38,738
	06-07	32,621	33,399	34,244	35,100	35,949	36,790	37,640	39,900
LEV 3	02-03	26,320	28,797	29,706	30,574	31,498	32,348	33,925	
Custodian	03-04	27,110	29,661	30,597	31,491	32,443	33,318	34,943	
Utility Person	04-05	27,923	30,551	31,515	32,436	33,416	34,318	35,991	
	05-06	28,761	31,467	32,461	33,409	34,419	35,348	37,071	
	06-07	29,623	32,411	33,434	34,411	35,451	36,408	38,183	
LEV 4	02-03	25,176	25,920	26,730	27,515	28,352	29,337		
Cleaner	03-04	25,931	26,698	27,532	28,340	29,203	30,217		
Delivery Truck Driver	04-05	26,709	27,499	28,358	29,191	30,079	31,124		
	05-06	27,510	28,323	29,209	30,066	30,981	32,057		
	06-07	28,336	29,173	30,085	30,968	31,910	33,019		
LEV 5	02-03	20,740	21,363	22,046	22,667	23,398	24,028		
Driver Trainer	03-04	21,362	22,004	22,707	23,347	24,100	24,749		
Bus Driver (8 hrs/day) (1544 hours)	04-05	22,003	22,664	23,389	24,047	24,823	25,491		
	05-06	22,663	23,344	24,090	24,769	25,568	26,256		
	06-07	23,343	24,044	24,813	25,512	26,335	27,044		
LEV 6	02-03	29,928	30,762	31,663	32,534	33,455	34,303	35,898	
Dispatcher	03-04	30,826	31,685	32,613	33,510	34,459	35,332	36,975	
Aquatics Coordinator	04-05	31,751	32,635	33,591	34,515	35,492	36,392	38,084	
	05-06	32,703	33,614	34,599	35,551	36,557	37,484	39,227	
	06-07	33,684	34,623	35,637	36,617	37,654	38,608	40,404	
LEV 7	02-03	37,596	38,618	39,733	40,844	41,963	43,087	44,183	45,667
Sr. Maintenance	03-04	38,724	39,777	40,925	42,069	43,222	44,380	45,508	47,037
Sr. Auto Mechanic	04-05	39,886	40,970	42,153	43,331	44,519	45,711	46,874	48,448
Sr. Prin. Mach Op	05-06	41,082	42,199	43,417	44,631	45,854	47,082	48,280	49,902
	06-07	42,315	43,465	44,720	45,970	47,230	48,495	49,728	51,399
LEV 8	02-03	33,528	34,738	36,064	36,963	38,074	39,191	40,304	41,725
Sr. Grounds worker	03-04	34,534	35,780	37,146	38,072	39,216	40,367	41,513	42,977
	04-05	35,570	36,854	38,260	39,214	40,393	41,578	42,759	44,266
	05-06	36,637	37,959	39,408	40,390	41,604	42,825	44,041	45,594
	06-07	37,736	39,098	40,590	41,602	42,853	44,110	45,363	46,962

Appendix "C"

PROPERTY SERVICE PERSONNEL SALARY SCHEDULE

	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LEV 9 Head Custodian HS	02-03	40,370	41,299	42,320	43,455	44,552	45,676	46,803	48,271
	03-04	41,581	42,538	43,590	44,759	45,889	47,046	48,207	49,719
	04-05	42,829	43,814	44,897	46,101	47,265	48,458	49,653	51,211
	05-06	44,113	45,129	46,244	47,484	48,683	49,911	51,143	52,747
	06-07	45,437	46,482	47,632	48,909	50,144	51,409	52,677	
LEV 10 Head Custodian MS	02-03	35,023	36,041	37,266	38,273	39,382	40,498	41,613	43,077
	03-04	36,074	37,122	38,384	39,421	40,563	41,713	42,861	44,369
	04-05	37,156	38,236	39,535	40,604	41,780	42,964	44,147	45,700
	05-06	38,271	39,383	40,722	41,822	43,034	44,253	45,472	47,071
	06-07	39,419	40,564	41,943	43,077	44,325	45,581	46,836	48,484
LEV 11 Head Custodian Elem	02-03	31,757	32,964	34,291	35,195	36,307	37,424	38,535	39,957
	03-04	32,710	33,953	35,320	36,251	37,396	38,547	39,691	41,156
	04-05	33,691	34,972	36,379	37,338	38,518	39,703	40,882	42,390
	05-06	34,702	36,021	37,471	38,459	39,674	40,894	42,108	43,662
	06-07	35,743	37,101	38,595	39,612	40,864	42,121	43,371	44,972
LEV 12 Sr. Custodian	02-03	29,428	30,757	31,663	32,534	33,455	34,303	35,627	37,230
	03-04	30,311	31,680	32,613	33,510	34,459	35,332	36,696	38,347
	04-05	31,220	32,630	33,591	34,515	35,492	36,392	37,797	39,497
	05-06	32,157	33,609	34,599	35,551	36,557	37,484	38,931	40,682
	06-07	33,121	34,617	35,637	36,617	37,654	38,608	40,099	41,903

Appendix "D"

CAFETERIA PERSONNEL SALARY SCHEDULE

	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
LEV 1 HOURLY RATES	02-03	8.62	9.00	9.41	9.83	10.34	10.80	11.35
Food Service	03-04	8.88	9.27	9.69	10.12	10.65	11.12	11.69
(190 x hours)	04-05	9.14	9.55	9.98	10.43	10.97	11.46	12.04
	05-06	9.42	9.83	10.28	10.74	11.30	11.80	12.40
	06-07	9.70	10.13	10.59	11.06	11.64	12.16	12.77
LEV 2 - ANNUAL RATES	02-03	6,555	6,852	7,174	7,492	7,830	8,175	8,643
Food Service Helper	03-04	6,752	7,058	7,389	7,717	8,065	8,420	8,902
(4 hours)	04-05	6,954	7,269	7,611	7,948	8,307	8,673	9,169
	05-06	7,163	7,487	7,839	8,187	8,556	8,933	9,444
	06-07	7,378	7,712	8,074	8,432	8,813	9,201	9,728
LEV 3	02-03	9,827	10,271	10,751	11,230	11,748	12,260	12,962
Food Service Helper	03-04	10,122	10,579	11,074	11,567	12,100	12,628	13,351
(6 hours)	04-05	10,425	10,897	11,406	11,914	12,463	13,007	13,751
	05-06	10,738	11,223	11,748	12,271	12,837	13,397	14,164
	06-07	11,060	11,560	12,100	12,639	13,222	13,799	14,589
LEV 4	02-03	12,173	12,638	13,142	13,661	14,173	14,670	15,345
Cook	03-04	12,538	13,017	13,536	14,071	14,598	15,110	15,805
Glenclyff & Birchwood	04-05	12,914	13,408	13,942	14,493	15,036	15,563	16,280
	05-06	13,302	13,810	14,361	14,928	15,487	16,030	16,768
	06-07	13,701	14,224	14,791	15,376	15,952	16,511	17,271
LEV 5	02-03	13,179	13,683	14,228	14,791	15,341	15,888	16,616
Cook - Elementary	03-04	13,574	14,093	14,655	15,235	15,801	16,365	17,114
(6.50 Hours)	04-05	13,982	14,516	15,094	15,692	16,275	16,856	17,628
(1544 hours)	05-06	14,401	14,952	15,547	16,163	16,764	17,361	18,157
	06-07	14,833	15,400	16,014	16,647	17,266	17,882	18,701
LEV 6	02-03	15,578	16,108	16,691	17,293	17,851	18,180	18,685
Cook - Iroquois (7 hours)	03-04	16,045	16,591	17,192	17,812	18,387	18,725	19,246
	04-05	16,527	17,089	17,707	18,346	18,938	19,287	19,823
	05-06	17,023	17,602	18,239	18,897	19,506	19,866	20,418
	06-07	17,533	18,130	18,786	19,463	20,091	20,462	21,030
LEV 7	02-03	14,463	14,957	15,498	16,057	16,577	16,881	17,351
Cook -Van Antwerp	03-04	14,897	15,406	15,963	16,539	17,074	17,387	17,872

(6.5 hours)	04-05	15,344	15,868	16,442	17,035	17,587	17,909	18,408
	05-06	15,804	16,344	16,935	17,546	18,114	18,446	18,960
	06-07	16,278	16,834	17,443	18,072	18,658	19,000	19,529
LEV 8	02-03	17,752	18,357	19,019	19,707	20,342	20,711	21,288
Cook - High School	03-04	18,285	18,908	19,590	20,298	20,952	21,332	21,927
(7 hours)	04-05	18,833	19,475	20,177	20,907	21,581	21,972	22,584
	05-06	19,398	20,059	20,783	21,534	22,228	22,631	23,262
	06-07	19,980	20,661	21,406	22,180	22,895	23,310	23,960

Appendix "E"

SALARY SCHEDULE FOR PART-TIME BUS DRIVERS

YEAR	STEP 1	STEP 2	STEP 3	STEP 4
02-03	14.29	14.60	14.95	
03-04	14.72	15.04	15.40	15.72
04-05	15.16	15.49	15.86	16.19
05-06	15.62	15.95	16.34	16.68
06-07	16.08	16.43	16.83	17.18