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AGREEMENT

by and between the

**POCANTICO HILLS
SCHOOL DISTRICT**

and the

**CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.**

~~Local 1000, AFSCME, AFL-CIO~~

C.S.E.A.

**Pocantico Hills School District Unit
Westchester County Local 860**

July 1, 2003 – June 30, 2007

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ARTICLE 1
RECOGNITION

The Board, pursuant to Section 207 of Article 14 of the Civil Service Law, hereby recognizes Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, as the exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment for all employees in the areas of Clerical, Custodial, Cafeteria, School Aide, excluding the Secretary to the School Superintendent, Secretary to the Business Administrator, Superintendent of Buildings and Grounds, all teaching assistants, and all employees in the recognized titles working less than 50% of the normal workweek.

ARTICLE 2
UNCHALLENGED REPRESENTATION

The Board and C.S.E.A. agree, pursuant to Section 208 of the Civil Service Law, that C.S.E.A. shall have unchallenged representation status for the maximum period permitted by law.

ARTICLE 3
COMPENSATION

- 3.1 A. Effective July 1, 2003, the salary schedule shall be increased by an additional 3.5% on each step. Those eligible to advance an incremental step shall do so.
- B. Effective July 1, 2004, the salary schedule shall be increased by an additional 3.5% on each step. Those eligible to advance a step shall do so.
- C. Effective July 1, 2005, the salary schedule shall be increased by an additional 3.75% at each step. Those eligible to advance a step shall do so.
- D. Effective July 1, 2006, the salary schedule shall be increased by an additional 3.75% on each step. Those eligible to advance a step shall do so.

- E. Effective January 1, 2004, the position of Bookkeeper shall be added to the salary schedule and placed in Column B.
- F. The applicable Salary Schedule, Titles and Grades are attached as Exhibit "A."
- G. During each year of this Agreement, there will be an annual \$1,000.00 salary differential over the base salary of members of the bargaining unit for all such employees assigned to the night shifts.
- H. In addition to the basic annual salary, three bargaining unit positions shall be entitled to receive special stipends as compensation for extra duties and responsibilities assigned to such positions.

These positions and the applicable stipends are as follows:

<u>POSITION</u>	<u>AMOUNT OF STIPEND</u>
Chief Groundsman	12% of basic annual salary
Assistant to Buildings and Grounds Manager	12% of basic annual salary
Night Supervisor	12% of basic annual salary

- 3.2 RECALL - A member of the bargaining unit recalled to work will be guaranteed three and one-half (3-1/2) hours pay, at the appropriate overtime rate.
- 3.3 TERMINATION OF EMPLOYMENT - Upon termination of employment, members of the bargaining unit will be compensated for all earned salary, overtime and vacation. In addition, after two (2) full years of employment with the School District, members of the bargaining unit shall be

entitled to receive payment for unused sick leave accumulated up to a maximum of thirty-six (36) days of such sick leave at the rate of \$20.00 for each day of such accumulated sick leave. This paragraph will not be applicable in the event of dismissal of such employee.

3.4 LONGEVITY COMPENSATION - Longevity payments will be paid to all members of the bargaining unit who qualify and will be paid annually as an integral part of such employee's regular salary. Longevity payments will be based upon the anniversary date of employment according to the following schedule:

	2003 – 2004		2004 – 2005		2005 – 2006		2006 – 2007	
	Base	(Cum.)	Base	(Cum.)	Base	(Cum.)	Base	(Cum.)
10 th Year	805		833		864		896	
15 th Year	1,035	(1,840)	1,071	(1,904)	1,111	(1,975)	1,153	(2,049)
20 th Year	1,266	(2,301)	1,311	(2,382)	1,360	(2,471)	1,411	(2,564)

The base figures listed above have been increased in each year of the contract by the same percentage as the salary schedules.

3.5 INCREMENTS

- A. All members of the bargaining unit whose basic annual salaries are reflected on Exhibit "A", which provides for a series of steps or increments for certain designated job classifications, will receive an increment effective July 1 of each year of this Agreement provided that such employees have not reached their maximum step of the compensation schedule.
- B. Newly hired members of the bargaining unit, whose basic annual salaries are reflected on Exhibit "A," which provides for a series of steps or increments for certain designated job

classifications, will be eligible for an increment on July 1 of each of the four (4) years of this Agreement, only if such employees have completed six (6) months of employment prior to such July 1 date.

- 3.6 OUT-OF-TITLE WORK - Out-of-title work shall be paid for at the higher job title rate of pay at the first step which confers an increase over the employee's regular rate of pay if the unit member is filling a vacancy or temporary leave in such higher job title for in excess of three (3) consecutive workdays with the prior approval of the Superintendent or his/her designee.
- 3.7 BUILDING CHECK - Buildings may be checked twice each weekend. Building checks shall be assigned solely on a volunteer basis and shall be compensated at the rate of \$35.72 for 2003-2004; \$36.97 for 2004-2005; \$38.36 for 2005-2006 and \$39.80 for 2006-2007 per day with a guaranteed time frame not to exceed one (1) hour each day. In the event that a problem is found which requires additional time on site, the staff member shall be guaranteed three and one-half (3-1/2) hours' pay at the appropriate overtime rate. All rates reflect the yearly percentage increase.
- 3.8 Any member of the Bargaining Unit on an overnight trip shall be compensated at the rate of \$200 per night in addition to regular salary. No overtime rate shall apply.

ARTICLE 4

EMPLOYEE ORGANIZATIONAL RIGHTS

- 4.1 PAYROLL DEDUCTIONS - Upon receipt by the Board of appropriate written authorization from members of the bargaining unit, C.S.E.A. will have exclusive payroll deduction of membership dues and, provided at least three (3) employees elect any such plan, premiums for group life insurance, accident and sickness and automobile and homeowner's insurance policies sponsored by C.S.E.A., and a C.S.E.A. sponsored credit union.
- 4.2 AGENCY SHOP - Bargaining unit members who have not elected to join the Union shall, as a

condition of their employment, be required to submit to the District a signed authorization providing for the deduction of an Agency Shop service charge from their salaries, which service charge shall be for the Union's administration of this Agreement and its representation of such employees. The annual service charge shall be an amount equivalent to the annual Union dues payable by bargaining unit members of the Union in the full-time or part-time category as may be appropriate to the status of the employee. Failure of a bargaining unit member to submit the required signed authorization hereunder shall be grounds for the immediate termination of the employment of such bargaining unit member.

- 4.3 EMPLOYEE ORGANIZATION LEAVE - One C.S.E.A. delegate, who is a member of the bargaining unit, shall be granted employee organization leave up to a maximum of four (4) days per year, with pay. Such leave may be accrued up to a maximum of eight (8) days over a two (2) year period.
- 4.4 C.S.E.A REPRESENTATIVES shall be granted reasonable and necessary time off from work for the investigation of claimed grievances, but not to exceed twenty-four (24) hours per school year.
- 4.5 DIRECT DEPOSIT BANKING - The employer shall provide to all members of the bargaining unit the opportunity for direct deposit banking.
- 4.6 FLEXIBLE SPENDING PROGRAM - The employer shall make available to all members of the bargaining unit the Flexible Spending Program, as per the Pocantico Hills Teaching Staff.

ARTICLE 5
NO STRIKES

The C.S.E.A. agrees that, during the term of this Agreement, there shall be no strike, work stoppage, slowdown, interference with the operations of the School District or any individual or concerted refusal to perform scheduled work and assignments by employees covered by this

Agreement, or any instigation thereof by its agents or its representatives.

ARTICLE 6
RETIREMENT

6.1 The District will maintain in effect the Section 751 and 41J retirement plans of the New York State Employees Retirement System.

6.2 The District will adopt the Death Benefit provided under Section 60 (b) of the New York State Retirement System.

6.3 **RETIREMENT INCENTIVE**

- A. In school years after 1989-90, the school year in which a unit member reaches the age of fifty-five (55) having served at least fifteen (15) years in the District, or the fifteenth year of service, where the unit member is over the age of fifty-five (55) at the time of said year, shall be the year of eligibility for the payment referenced in paragraph "B" below for such unit member, if a written application is made to the Business Office on or before February 1st for retirement effective June 30th.
- B. The payment due the unit member referenced in Paragraph "A" above, shall be: \$6,000 for twelve-month full-time unit members; \$5,000 for ten-month full-time members; and pro-rated for benefits eligible part-time unit members.
- C. The payment shall be made to the unit member between June 30th and November 1st of the year of retirement.

ARTICLE 7
HEALTH INSURANCE

7.1 The District will provide fully paid hospitalization for employees and their dependents under the New York State Government Employees Health Insurance Program, or equal or better coverage through an alternative program.

Employees shall contribute to the health plan under the following schedule:

	<u>7/1/03-6/30/04</u>	<u>7/1/04-6/30/05</u>	<u>7/1/05-6/30/06</u>	<u>7/1/06-6/30/07</u>
Individual:	\$323.00	\$358.00	\$430.00	7% of Net Premium
Family:	402.00	446.00	550.00	4% of Net Premium

Less than full-time members of the Bargaining Unit shall have their health contributions pro-rated.

7.2 The District shall have the right to change to the Southern Westchester Consortium of School Districts Health Insurance Plan without a further negotiations obligation notwithstanding any provision herein to the contrary, subject to the Association's review for comparability prior to ratification.

7.3 The District will provide fully paid Health Insurance for retirees and dependents, for unit members hired on or before June 30, 1992 and who have worked for seven (7) or more consecutive years in the School District, and for unit members hired on or after July 1, 1992 who have worked for ten (10) or more consecutive years in the School District.

7.4 The District will provide for the continuation of fully paid health insurance benefits for the spouse and dependent children of an employee who dies while an active employee of the District. Such continuation will be for a (3) three-year period from the date of such death.

7.5 HEALTH INSURANCE BUY-OUT

- A. Each year beginning with the 1999-2000 school year, unit members who are otherwise health insured, may opt-out from coverage in the School District's plan(s) upon filing written notice for exercising the option, with proof of other health insurance, by January 1st, for the period commencing July 1st.
- B. The payment for opting-out shall be fifty (50%) percent annually of the appropriate plan and shall be made on or before November 15th of the applicable school year. Payment will be made through payroll. The parties recognize that this income is taxable. Re-entry shall be allowed at any time, subject only to the rules governing the health insurance plan(s). Upon re-entry, the unit member shall reimburse the District on the basis of 1/12th of the fifty (50%) percent received for each of those months remaining in the one year period during which the District's insurance plan(s) will provide coverage. Reimbursement shall be required on the same pro-rated basis for any unit member who resigns or retires during the period for which a buy-out payment has been made. Upon failure to pay the reimbursement, the District may recoup from unpaid salary the amount owed by the unit members.

7.6 LIFE INSURANCE - Unit members shall be entitled to a life insurance benefit consisting of term life insurance equal to one times the annual base salary of the employee.

ARTICLE 8

BENEFITS

8.1 BENEFIT FUND – The District agrees to contribute to the Unit's Benefit Fund a total of \$23,100 for each year of the contract. The District shall have no responsibility, whatsoever, for the manner in which such monies are applied or expended and its sole responsibility hereunder shall be to make the contributions, as aforesaid. The District shall have the right to periodically audit the

books and records of the Unit's Benefit Fund.

Benefit Fund shall be increased on a per capita basis should members be added. It shall incur no loss.

Should any other bargaining unit receive any increase in benefits or wages beyond those of the C.S.E.A., the C.S.E.A. shall have the right to negotiate such additional increases.

The Fund shall provide insurance type benefits to members of the bargaining unit. Such benefits may include supplemental health, optical, dental, legal, life or other insurance type benefits. Under no circumstances shall monies from the fund be distributed to members of the bargaining unit except for specific reimbursement for established insurance type benefits.

- 8.2 VISION PLAN - The District agrees to make direct payments on behalf of unit members to the C.S.E.A. Employee Benefit Fund, at the prevailing guaranteed rates for the Family Gold Vision Plan. The funding of this benefit will be separate from and in addition to the lump sums set forth in Article "8.1", above.

ARTICLE 9

ATTENDANCE AND LEAVE

- 9.1 HOLIDAY OBSERVANCE - Members of the bargaining unit will be guaranteed fifteen (15) paid holidays per year on days when school is closed, and three (3) of such holidays will be floating holidays to be determined by the school calendar. During June of each year, a C.S.E.A. committee will meet with the School Business Administrator to plan and agree upon the schedule of holidays for the following fiscal year. The holidays, other than the aforesaid floating holidays, are as follows:

Martin Luther King Jr. Day

Columbus Day

Washington's Birthday

Veteran's Day

Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	New Year's Day

9.2 VACATION - Members of the bargaining unit shall earn vacation credit as follows:

<u>COMPLETED SERVICE</u>	<u>VACATION ENTITLEMENT</u>
0-5 months	0 days
6 months to 11 months	5 days
12 months to 59 months	10 days
60 months to 119 months	15 days
120 months	20 days

In addition to the foregoing, members of the bargaining unit who have completed two hundred sixteen (216) months of service in the District will be entitled to one (1) additional day of paid vacation for each year of service completed thereafter up to a maximum of five (5) such days. additional paid vacation for the completion of two hundred seventy-six (276) months or more of service in the District. All vacation requests shall be approved by the Superintendent of Schools. Denial shall not be unreasonable.

All vacation requests shall be approved by the Superintendent of Schools. Denial shall not be unreasonable.

An effort will be made to accommodate an employee's request for the scheduling of his/her vacation at any time during the year, except during the three-week period prior to the opening of school in September.

Upon the agreement of the School District and the unit member, employees may work instead of taking vacation and receive both their regular salary and their vacation pay for such period.

VACATION ACCRUAL

- A. Unit members may accrue five (5) days of unused vacation time annually. Accrual days are to be calculated six (6) months following the year in which the vacation was earned based on the employee's hire date.
- B. At the District's discretion, this accrual calculation date may be extended.
- C. All vacation days exceeding the five (5) day accrual must be used absent an arrangement made under Item B.
- D. Employees are guaranteed the opportunity to take vacation time sometime during the year in which the vacation is earned and for six (6) months following the year in which the vacation was earned.

No employee will lose vacation time if they have not been allowed reasonable opportunity to use this time during the year it was earned and the following six (6) month period. Any vacation, which accumulates above the accrual limit of 5 days must be taken the year following.

Unit members will be afforded the opportunity to use all previously earned accrued vacation days or to be paid at their current daily rate for unused days.

- 9.3 SICK LEAVE ACCUMULATION - Members of the bargaining unit shall earn one and one-fourth (1 1/4) paid sick leave days per month and may accumulate sick leave credits up to a total of 200 days.
- 9.4 SICK LEAVE BANK - Unit members who elect to participate in the sick leave bank shall submit to the Board a waiver of no more than one day of accumulated sick leave. The Board shall contribute 100 days. All employees of the unit shall be eligible to contribute sick leave days, but

employees not electing to waive one day, shall not be eligible to receive time from the sick bank. It shall be an additional prerequisite that before any unit employee is eligible to receive time from the sick bank, s/he must have accumulated ten (10) sick leave days. The bank shall be administered by a committee of three (3) representatives appointed by the Union who shall act upon withdrawals.

Withdrawals from the sick bank shall be limited to unit members who have contributed to the bank and are involved in an extended disability resulting from illness or accident and who have exhausted their sick leave, vacation and personal leave days. The decision of the above committee shall be final and binding upon the unit member, the Board and the Union with respect to the administration of the sick leave bank; however, no unit member may receive more than forty (40) days from the sick leave bank. Prior to granting a request for use, the District shall have the right to require the unit member to submit to a medical examination at the District's expense and have the evidence of such examination considered by the sick leave bank committee.

The sick leave bank shall be renewable only once during the fiscal school year, provided all sick leave bank days have been exhausted.

- 9.5 PERSONAL LEAVE - Members of the bargaining unit will be allowed up to five (5) personal leave days per year with the prior approval of the School Superintendent and an explanation of the reasons for such personal leave day. Unless there is an emergency, employees will notify the District two (2) working days in advance of their intent to take personal leave.

Additional personal leave may be granted for bereavement, illness in the immediate family, etc., upon approval of the School Superintendent, provided an employee has already used all of his/her personal leave.

Personal leave days may not be taken on the working days immediately prior to or immediately subsequent to holidays or vacation, absent extra-ordinary circumstances.

- 9.6 WORKERS' COMPENSATION LEAVE - In the event of an on-the-job injury for which the employee is entitled to Workers' Compensation insurance, the employee shall be entitled to utilize accumulated sick leave during the time of disability. The District shall be entitled to the advance salary payment reimbursement made by Workers' Compensation insurance whereupon sick leave days shall be reinstated to the credit of the employee in a number proportionate to the value between the amount of reimbursement received from Workers' Compensation and the per diem rate of a sick leave day to the District.

ARTICLE 10
WORKWEEK

10.1 WORKDAY

- A. The workweek will be Monday through Friday.
- B. The workday shall continue as presently in effect, and the night shift shall be from 3:00 P.M. to 11:30 P.M.
- C. During regularly scheduled school days, when school is closed because of snow, clerical members of the bargaining unit shall be required to report to work so long as the roads are safe to traverse based upon reasonable objective standards. Cafeteria staff and school aides shall not report to work on such days. The custodial staff shall report to work on snow days unless the State and/or County close the roads in the School District.
- D. Effective July 1, 2000, the cafeteria work year shall be extended to match student/teacher calendar.

ARTICLE 11
OVERTIME

11.1 **OVERTIME**

- A. Overtime will be paid or computed at the rate of time-and-one-half an employee's regular hourly rate of pay.
- B. Overtime will commence after the completion of the employee's normally scheduled workday (7 hours or 8 hours)
- C. Employees required to work a stated contract holiday will be paid the applicable overtime rate plus their pay.
- D. Employees required to work on Thanksgiving, Christmas or New Year's shall be compensated at the rate of double time the employee's regular hourly rate.

ARTICLE 12
EMPLOYEE DEVELOPMENT AND TRAINING

- 12.1 The District agrees to pay the bargaining unit member's tuition costs for job-related studies, upon prior approval of the Board of Education. Tuition costs shall be paid upon presentation of documentation of successful completion of the studies.
- 12.2 The District agrees to reimburse all eligible Bargaining Unit members for all costs related to maintaining CDL (Commercial Driver's License.)

ARTICLE 13
SENIORITY

- 13.1 Seniority shall be the determining factor in vacation preferences, and shall be a consideration in job advancement.
- 13.2 A. In the event of abolition of positions or reduced staffing in competitive class titles, Civil Service Law will prevail.
- B. In the event of abolition of positions or reduced the noncompetitive or labor class titles, seniority shall be the determining factor in any retention rights.

ARTICLE 14
UNIFORMS

- 14.1 The District shall provide uniforms for those members of the Bargaining Unit whose classifications are now required to wear uniforms, plus any necessary cleaning, except as set out hereafter for cafeteria employees. Uniforms shall be replaced as needed.

The District supplied the following:

- 5 pants
- 14 shirts (laundered by employees)
- 3 season-type jackets
- 1 pair of boots annually (\$80.00 value)

- 14.2 Cafeteria employees will be granted an annual uniform allowance as set out hereafter. Such employees must wear such uniforms and the choice of style of such uniforms will be subject to the approval of the Cafeteria Director. The annual uniform allowance for cafeteria employees

will be one hundred ten dollars (\$150.00).

- 14.3 Employees engaged in painting the pool will be supplied with rubber boots.

ARTICLE 15

JURY DUTY

Members of the bargaining unit called for jury duty will be allowed time off with full pay. All jury duty fees will be paid to the District, except for expenses. Where the jury system provides for on-call status, employees shall be required to work while on-call, if practicable.

ARTICLE 16

DISCIPLINARY ACTION

- 16.1 DISCIPLINARY ACTION - Following the successful completion of a six (6) month probationary period, non-competitive class and labor class bargaining unit members shall be entitled to a hearing which affords contractually the entitlement of Section 75 of the Civil Service Law; provided, however, that the Employer may issue a letter of reprimand to any member in the bargaining unit without the requirement of holding a disciplinary hearing.
- 16.2 All employees hired after February 1, 2004 may have their probationary period extended for an additional 26 weeks with written notice from the District with reason for extension.
- 16.3 Unit members shall be entitled to request the presence of a Union representative at any pre-disciplinary interview as well as the right to attach a rebuttal statement to any letter of reprimand issued by the Employer.
- 16.4 In conducting Section 75 Civil Service Law hearings or proceedings described in Section 16.1, above, the hearing officer shall be mutually selected by the parties.

ARTICLE 17

BOARD MINUTES: BULLETIN BOARD: MAIL BOX

The Board agrees to send a copy of the Board's Agenda to the C.S.E.A. President and will furnish a copy of the Board minutes to the C.S.E.A. President upon request. The District will continue to supply a bulletin board and mailbox for C.S.E.A.

ARTICLE 18

POSTING OF POSITIONS

The District shall establish and maintain procedures for distribution and/or posting of announcements of vacancies in competitive class positions at least fifteen (15) calendar days prior to the date they are to be filled, with the minimum qualifications required, and the number of vacancies.

ARTICLE 19

CHILD REARING LEAVE

- 19.1 A pregnant member of the bargaining unit shall be allowed to perform the duties of her position as long as she is medically able.
- 19.2 A pregnant member of the bargaining unit, upon request and upon filing of appropriate medical evidence that such employee is unable to perform the duties of her position due to the pregnancy, shall be granted all privileges under the appropriate rules, regulations and the law.
- 19.3 A member of the bargaining unit on an approved child rearing leave has the option to convert his/her accumulated sick leave and appropriated personal leave to a total of 60 paid child rearing leave days (12 consecutive work weeks) following the birth or adoption of a child. The 12 consecutive workweeks of child rearing leave days include the postpartum period and may begin

before the birth or adoption of a child for prenatal or legal requirements. Child rearing leave days will be concurrent with the member's leave entitlement under the Family Medical Leave Act.

A Unit Member may be granted a child care leave of absence without pay to a maximum of one (1) year, subject to approval of the commencement and termination dates of the leave by the Superintendent of Schools.

Child rearing leave must be taken within 12 months of the birth, adoption or placement of a child. If both spouses work for the district, only a combined 12 consecutive workweeks may be taken with the 12 month period for the purposes of child rearing.

If the leave is foreseeable, the district may require a minimum of 30 days notice. If the leave is unforeseeable, notice must be given as soon as possible.

ARTICLE 20

TERMINATION OF EMPLOYMENT

- 20.1 At the time of resignation, a member of the bargaining unit shall be compensated in cash for all salary, overtime and vacation credits earned, accrued and unused as of the effective date of resignation.
- 20.2 Severance pay of thirty (30) days pay will be granted to all members of the bargaining unit who have completed twenty (20) years of service with the District, when they retire or when their positions are abolished by the Board. This provision will not apply to a member of the bargaining unit who is terminated for cause.
- 20.3 The District will provide thirty (30) days advance notice of any lay-off of members of the bargaining unit, and will provide to C.S.E.A. an opportunity to negotiate with the District over the impact of any lay-off.

ARTICLE 21
PRO-RATA SALARY AND BENEFITS

21.1 Members of the bargaining unit working less than full time, but in excess of part-time, as defined in Section 22.2, will receive pro-rata equalization of all salary and applicable benefits, such as vacation, sick leave and longevity pay.

21.2 Part time is defined as an employee working less than 50% of the normal workweek.

ARTICLE 22
GRIEVANCE PROCEDURE

In order to establish a more harmonious and cooperative relationship between members of the bargaining unit, administrators and members of the Board of Education which will enhance the operation of the Pocantico Hills Central School District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper regulations and policies of the Board. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

A. Definition:

1. Non-instructional employees shall mean all employees in the bargaining unit.
2. Immediate Supervisor shall mean any person responsible for or exercising any degree of supervision or authority over non-instructional employees.
 - (a) Department Head shall mean the Business Administrator.
 - (b) Chief Administrator shall mean the School Superintendent.

3. Representative shall mean the person or persons designated by the aggrieved person as his or her counsel or to act in his or her behalf.
4. Grievance is hereby defined to be a complaint on the part of any employee covered by this contract or group of such employees that there has been, on the part of the management, noncompliance with or a misinterpretation or misapplication of any of the provisions of this agreement.

B. Procedures

1. Informal Stage - The aggrieved employee shall orally present his/her grievance to his/her immediate supervisor, who shall orally and informally discuss the grievance with the aggrieved person. The immediate supervisor shall render his/her determination to the aggrieved person within five (5) working days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the formal stage(s).
2. Formal Stage:
 - (a) Within five (5) working days after a determination has been made at the preceding stage, the aggrieved person may make a written request of the Business Administrator or his/her designee with a copy to the immediate supervisor for review and determination. If the Business Administrator designates a person to act in his/her behalf, s/he shall also delegate full authority to render a determination in his/her behalf.
 - (b) The Business Administrator or his/her designee shall render his/her determination in writing within ten (10) working days after the written statements have been presented to him/her.

3. Chief School Administrator - The aggrieved person may, within ten (10) days of the final determination by the Business Administrator, make a written request to the Chief School Administrator with a copy to the Business Administrator's office for review and determination. All written statements and records of the case shall be submitted to the Chief School Administrator. The Chief School Administrator or his/her designee, at his/her option, shall determine whether or not an informal hearing must be held at this stage of the grievance procedure or whether the grievance shall be determined on papers only. If the Chief School Administrator determines that a hearing shall be held, he/she shall notify all parties concerned in the case, of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within ten (10) days of receipt of the written statements pursuant to paragraph (b).

4. Arbitration - After such hearing, if the Civil Service Employees Association is not satisfied with the decision at the Chief School Administrator stage, it may submit the grievance to binding arbitration before the American Arbitration Association. In such event C.S.E.A. must submit such grievance to arbitration within ten (10) days of the decision of the Chief School Administrator. The expenses and fees charged by the American Arbitration Association and by the designated arbitrator shall be shared equally by the C.S.E.A. and the Board of Education.

C. Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.

2. Any grievance not submitted in writing at the formal stage within thirty (30) days of the event or occurrence, giving rise to the grievance shall be deemed waived.

3. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
4. An employee shall have the right to be represented at any step of the procedure by C.S.E.A. or by a representative of his/her own choosing, but no other employee organization may institute a grievance or represent an employee in the processing of a grievance.
5. An employee and his/her representative, if a non-instructional employee, shall be allowed such time off from his/her regular duties as may be necessary for the processing of a grievance under the procedures without loss of pay or vacation or other time credits.
6. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
7. All hearings shall be confidential.
8. It shall be the responsibility of the Chief School Administrator to give force and effect to these procedures. Each Administrator shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures.
9. The functions of these procedures is to assure equitable and proper treatment under the existing contract, laws, rules, regulations and policies which relate to or affect the person in the performance of his/her assignment.

ARTICLE 23
PERSONNEL FILES

Before any evaluation or derogatory material is placed in an employee's personnel file, she/he shall be entitled to review the same.

The employee may be required to sign the document to indicate receipt, but not necessarily agreement, with its contents. The employee shall have the right to submit into the personnel file as an attachment to such document(s) a rebuttal or answer.

ARTICLE 24
TRAVEL ALLOWANCE

The District agrees to provide a mileage allowance for the use of personal vehicles for those members of the bargaining unit requested to use their own vehicles in connection with official travel, in accordance with approved District rates, but not less than \$.15 per mile.

ARTICLE 25
PREVIOUS PRACTICE CLAUSE

All members of the bargaining unit will continue to enjoy, during the term of this Agreement, any substantial privileges, benefits, emoluments or immunities which were in existence prior to the date of execution of this Agreement.

ARTICLE 26
MANAGEMENT RIGHTS CLAUSE

Except as may be specifically provided in this Agreement, the Board of Education shall continue to have the sole and exclusive right to direct the operation of the School District, to establish and modify

work rules, duties, assignments and procedures, to hire, lay off, assign, transfer, promote, discipline, discharge, determine the methods, means and personnel by which its operations are to be conducted, and to otherwise exercise all traditional management prerogatives.

ARTICLE 27

APPROVAL OF LEGISLATURE

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

ARTICLE 28
DURATION OF AGREEMENT

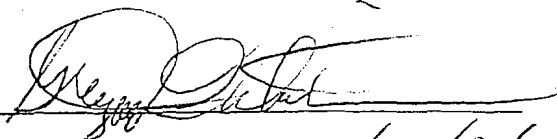
The term of this Agreement shall be from July 1, 2003 through June 30, 2007.

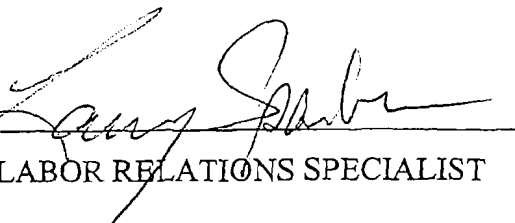
IN WITNESS WHEREOF, the parties have caused the Agreement to be signed by their representatives as of: _____.

POCANTICO HILLS CENTRAL SCHOOL

THE CIVIL SERVICE EMPLOYEES
ASSOC., INC
LOCAL 1000, AFL-CIO

BY: Charles Minto

BY: 
UNIT PRESIDENT 2/27/04

BY: 
LABOR RELATIONS SPECIALIST

CSEA SALARY SCHEDULE - 2003-04

	CLERK/TYPIST LIBRARY CLERK	PAYROLL CLERK / TYPIST ACCOUNT CLERK SECRETARY TO SCHOOL OFFICIAL BOOKKEEPER	FOOD SERV. HELPER PLAYGROUND/ CAFÉ. AIDES	CUSTODIAN / BUS DRIVER BUS DRIVER / MAINTENANCE LABORER	MAINTENANCE LABORER CHAUFFEUR/ CLEANER	CLEANER	SENIOR CUSTODIAN	COOK MANAGER	ASST. COOK
STEP	COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	COLUMN F	COLUMN G	COLUMN H	COLUMN I
1	29,861	32,742	8.85	35,388	34,940	34,507		32,821	20,239
2	31,189	34,064	9.90	36,712	36,267	35,713		33,580	21,002
3	32,516	35,388	11.03	38,041	37,601	36,963		34,342	21,764
4	33,842	36,712	12.12	39,809	38,928	38,258	40,770	35,110	22,532
5	35,164	38,041	13.25	41,583	40,690	39,596	42,075	35,876	23,297
6	36,490	39,360	14.42	43,348	42,246	40,982	43,420	36,635	24,060
7	37,817	40,691	15.49	44,899	43,795	42,211	44,810	37,400	24,821
8	39,144	42,022	16.59	47,774	46,003	43,605	46,244	38,164	25,586
9	40,477	43,348		49,538	47,774	45,117	47,724	38,928	26,351
10	41,805	44,674						39,685	27,117

CSEA SALARY SCHEDULE - 2004-05

	CLERK/TYPIST LIBRARY CLERK	PAYROLL CLERK / TYPIST ACCOUNT CLERK SECRETARY TO SCHOOL OFFICIAL BOOKKEEPER	FOOD SERV. HELPER PLAYGROUND/ CAFÉ. AIDES	CUSTODIAN / BUS DRIVER BUS DRIVER / MAINTENANCE LABORER	MAINTENANCE LABORER CHAUFFEUR/ CLEANER	CLEANER	SENIOR CUSTODIAN	COOK MANAGER	ASST. COOK
STEP	COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	COLUMN F	COLUMN G	COLUMN H	COLUMN I
1	30,906	33,888	9.16	36,626	36,162	35,715		33,970	20,948
2	32,280	35,256	10.25	37,997	37,537	36,963		34,755	21,737
3	33,654	36,626	11.42	39,373	38,917	38,257		35,544	22,526
4	35,027	37,997	12.54	41,203	40,291	39,597	42,197	36,339	23,321
5	36,395	39,373	13.71	43,039	42,114	40,982	43,547	37,132	24,112
6	37,767	40,738	14.92	44,865	43,724	42,416	44,940	37,917	24,902
7	39,140	42,115	16.04	46,471	45,328	43,689	46,379	38,709	25,690
8	40,514	43,493	17.17	49,446	47,613	45,131	47,862	39,499	26,482
9	41,893	44,865		51,272	49,446	46,696	49,394	40,291	27,273
10	43,268	46,237						41,074	28,066

CSEA SALARY SCHEDULE - 2005-06

	CLERK/TYPIST LIBRARY CLERK	PAYROLL CLERK / TYPIST ACCOUNT CLERK SECRETARY TO SCHOOL OFFICIAL BOOKKEEPER	FOOD SERV. HELPER PLAYGROUND/ CAFÉ. AIDIS	CUSTODIAN / BUS DRIVER BUS DRIVER / MAINTENANCE LABORER	MAINTENANCE LABORER CHAUFFEUR/ CLEANER	CLEANER	SENIOR CUSTODIAN	COOK MANAGER	ASST. COOK
STEP	COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	COLUMN F	COLUMN G	COLUMN H	COLUMN I
1	32,065	35,159	9.50	38,000	37,519	37,054		35,243	21,733
2	33,491	36,578	10.64	39,422	38,944	38,349		36,058	22,552
3	34,916	38,000	11.85	40,849	40,376	39,691		36,877	23,370
4	36,340	39,422	13.01	42,748	41,802	41,082	43,779	37,702	24,195
5	37,760	40,849	14.23	44,653	43,693	42,519	45,180	38,524	25,016
6	39,183	42,265	15.48	46,547	45,364	44,007	46,625	39,339	25,836
7	40,608	43,695	16.64	48,213	47,028	45,327	48,118	40,160	26,653
8	42,033	45,124	17.82	51,300	49,398	46,823	49,657	40,981	27,475
9	43,464	46,547		53,195	51,300	48,447	51,246	41,802	28,296
10	44,890	47,971						42,614	29,119

CSEA SALARY SCHEDULE - 2006-07

	CLERK/TYPIST LIBRARY CLERK	PAYROLL CLERK / TYPIST ACCOUNT CLERK SECRETARY TO SCHOOL OFFICIAL BOOKKEEPER	FOOD SERV. HELPER PLAYGROUND/ CAFÉ. AIDES	CUSTODIAN / BUS DRIVER BUS DRIVER / MAINTENANCE LABORER	MAINTENANCE LABORER CHAUFFEUR/ CLEANER	CLEANER	SENIOR CUSTODIAN	COOK MANAGER	ASST. COOK
STEP	COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	COLUMN F	COLUMN G	COLUMN H	COLUMN I
1	33,267	36,477	9.86	39,425	38,925	38,443		36,565	22,548
2	34,747	37,950	11.03	40,901	40,405	39,787		37,410	23,398
3	36,225	39,425	12.29	42,381	41,890	41,180		38,260	24,247
4	37,703	40,901	13.50	44,351	43,369	42,622	45,421	39,116	25,102
5	39,176	42,381	14.76	46,327	45,332	44,113	46,875	39,969	25,955
6	40,653	43,850	16.06	48,293	47,065	45,657	48,374	40,814	26,804
7	42,131	45,333	17.26	50,021	48,791	47,027	49,922	41,666	27,653
8	43,609	46,816	18.48	53,224	51,251	48,579	51,519	42,517	28,505
9	45,094	48,293		55,190	53,224	50,264	53,168	43,369	29,357
10	46,574	49,770						44,212	30,211