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Title: **LaFargeville Central School District and LaFargeville Central School District Non-Institutional Unit, Civil Service Employees Association, Inc. (CSEA), Local 1000, AFSCME, AFL-CIO (2004)**

Employer Name: **LaFargeville Central School District**

Union: **LaFargeville Central School District Non-Institutional Unit, Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO**

Local: **1000**

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GEN
5414

A

MEMORANDUM OF AGREEMENT REGARDING THE
TERMS AND CONDITIONS OF PUBLIC EMPLOYMENT

BETWEEN

THE BOARD OF EDUCATION

OF

LAFARGEVILLE CENTRAL SCHOOL DISTRICT

and

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,

LOCAL 1000, AFSCME AFL/CIO

July 1, 2004 to June 30, 2007

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 13 2004

ADMINISTRATION

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Preamble

WHEREAS, the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967, declares that it is the public policy of the State of New York and the purposes of the Law to promote harmonious and cooperative relationships between government and its employees and to protect the public by assuring the orderly and uninterrupted operations and functions of government, which policy and purposes are best effectuated by granting to public employees the right of organization and representation, by requiring local governments to negotiate with and enter into written agreements with employee organizations that represent public employees and which have been certified and recognized, by creating a Public Employees Relations Board to resolve disputes, and by continuing the prohibition against strikes by public employees, and

WHEREAS, the Board of Education of LaFargeville Central School District in accord with provisions of the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967, after determining that the Civil Service Employees Association, Inc., Local 1000, AFSCME AFL/CIO met the basic requirements for recognition under the Act, recognized the Civil Service Employees Association, Inc., Local 1000, AFSCME AFL/CIO and collective bargaining has taken place in accord with the Public Employees Fair Employment Act's procedures, and a contract has been evolved:

RESOLVED, that the Board of Education of the LaFargeville Central School District hereinafter referred to as the "Board" and the Civil Service Employees Association, Inc., Local 1000, AFSCME AFL/CIO, hereinafter called the "Services Unit" enter into this agreement as of the 1st day of July, 2004, as follows:

ARTICLE I

RECOGNITION

The Board recognizes the Services Unit as the sole and exclusive bargaining agent for the non-teaching personnel (except for the Superintendent, Principals, Secretary to the Superintendent, Treasurer, Deputy Treasurer, and Transportation Supervisor), which includes all nonprofessional employees of the Board; namely, custodial, clerical, cafeteria, monitors, teachers' aides and transportation employees, cleaners and nurse. Such recognition shall extend for the maximum period permitted by law.

ARTICLE II

GENERAL CONDITIONS

Section 1

The Services Unit agrees that it will not strike against the Board nor assist or participate in any such strike, nor will it impose an obligation upon its members to conduct, assist, or participate in such a strike.

Section 2

There shall be no discrimination against any employee because of race, creed, color, sex, or national origin unless based upon a bona fide occupational requirement; and further there shall be no discrimination among employees by virtue of participation or nonparticipation in Association affairs.

Section 3

The Civil Service Employees Association, Inc. shall have the exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., Capitol Station Box 7125, Albany, New York 12224 on a payroll period basis. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees Association, Inc.

The employer agrees to submit to the Civil Service Employees Association, Inc., Capitol Station Box 7125, Albany, New York 12224 each payroll period, a list itemizing the deduction of each employee.

Employees of said bargaining unit, who are not members of the Civil Service Employees Association, Inc., will have an amount equivalent to the dues levied by the Civil Service Employees Association, Inc. deducted from their pay by the employer. The employer shall make such deductions and transmit the amount so deducted to the CSEA.

Section 4

The Services Unit is granted the privilege of using bulletin boards maintained on the premises and facilities of the Board, specifically designated for legal notices. The bulletin boards shall be used only for the following notices:

- a. Recreational and social affairs of the Services Unit.
- b. Services Unit meetings.
- c. Services Unit elections.
- d. Reports of Services Unit committees.
- e. Rulings or policies of the Civil Service Employees Association, Inc.

The posting of any other notices or communications shall require prior approval of the Board or its designee.

Section 5

In cases of dismissal or disciplinary action, employees in the Services Unit will be accorded the right to procedures defined in Section 75 of the Civil Service Law.

Reasons for Disciplinary Actions:

- Persistent tardiness
- Failure to meet acceptable standards of job performance as established by the district.
- Inability to control student behavior (bus drivers, aides)
- Inappropriate language on the job
- Serious or repeated failure to comply with administrative directives
- Use of alcohol while on the job
- Immorality
- Dishonesty
- Serious or continued failure to accept assigned duties.
- Unwarranted abusive criticism of fellow employees in the media or other public forums

Procedures can include:

1. Conference with Supervisor
2. Memo to employee not put in personnel file
3. Letter of reprimand in personnel file

Section 6

Employees in the Services Unit may remain in the employ of the District while living outside of LaFargeville provided they live within the boundaries of Jefferson County.

Section 7

The Union, and its designated agents shall have the sole and exclusive right to access the members of the bargaining unit, to administer this agreement, and to explain Civil Service Employees Association sponsored benefits and programs. The employer agrees that no other representative or organization offering benefits or programs similar to those offered or sponsored by the Civil Service Employees Association, Inc. shall be provided access to bargaining unit employees except as may be required by rules of PERB. The employer further agrees that it will not permit any other organization or union to hold meetings for the purpose of discussing terms and conditions of employment, or be provided meeting space, on property or premises owned or occupied by the LaFargeville Central School District.

Section 8

On the effective date of this agreement, the employer shall supply to the Unit a list of all employees in the bargaining unit showing the employees full name, home address, social security number, current salary, job title, seniority date, membership status, insurance deduction, and first date of employment. Such information shall hereafter be provided to the Unit on a yearly basis.

Section 9

CSEA employees shall be evaluated annually. Probationary CSEA employees will be evaluated once within the first six months and annually thereafter. The CSEA Unit shall approve the forms used for evaluation and any changes thereafter.

Section 10

Personnel Files

1. The official district personnel file shall be maintained in the central office. Each employee shall, upon requests made at least one day in advance, have access to their file for the purpose of reviewing the contents thereof. The employee shall be entitled to have a personally selected representative accompany them during such review. Such review shall be made at a time when the superintendent or their designee can be present. The superintendent or their designee shall be available within five (5) business days to attend the review.
2. All contents of the file, excluding references or information obtained in the process of evaluating the employee for initial employment, shall be available for inspection. Upon receipt of a written request, the employee will be furnished a reproduction of any material available to them. The district may charge a reasonable fee for reproduction costs, based upon industry standards.
3. No material, excluding the pre-employment references, which is derogatory to an employee's conduct, service, character, or personality, shall be filed unless the employee has had an opportunity to examine the material. The employee must affix their signature on the document to be filed with the understanding that such signature does not indicate agreement with the contents, but merely examination of the material.

4. If the employee wishes to write a statement for the file in clarification of, or in rebuttal to any document therein, they may do so, signing and dating such document and submitting it to the superintendent for inclusion in the file. Any incident, which has not been reduced to writing within three (3) months of its occurrence, may not be added to the file.
5. Only material in the official district personnel file may be used in any action by the district that could result in negative consequences for the employee. This provision in no way limits the right of the district to take appropriate action against the employee pending the final resolution of the situation.
6. With the exception of disciplinary actions or annual work performance ratings, any material in the official personnel file of an adverse nature over one (1) year old, upon the employee's written request, shall be removed from the official personnel file by mutual agreement of the employee and the superintendent.

ARTICLE III

SENIORITY

- A. Employees' seniority shall be defined as meaning the length of continuous service from the last date of hire by the Board. Except where otherwise provided by Civil Service Law, all present employees are to have first consideration on vacancies in school employment. All vacancies are to be posted for at least two weeks on the employees' bulletin board and if at the end of the two week period, applications have not been received from employees of the LaFargeville Central School, and then potential employees outside the school and within the School District may be canvassed for the vacancy. It is the intention of the parties by this provision to insure present employees of the Board adequate opportunity for promotion and advancement in School District employment. Except where otherwise provided by Civil Service Law, seniority shall be the primary consideration in matters of promotion (if otherwise qualified), demotions, layoffs, and transfer.

- B. Seniority for Extra Bus Trips.

Driving NOT covered by individual salary agreements, as negotiated, will be scheduled on a rotating basis by Seniority will include both regular drivers and substitute drivers. Regular drivers will be first by seniority followed by substitutes by seniority. Retired drivers will have their date of retirement as their seniority date. Regular drivers must commit to extra-driving by the first day of school of each school year. Extra driving cannot interfere with regular bus runs and drivers must have driven both regular runs to be eligible for extra driving on the same day.

No employee, other than Board approved regular or substitute drivers, shall drive bus on regular or special school runs.

- C. Seniority is to be the determining factor if there are job abolishments.

1. The employee with the least seniority will be laid off first and recalled last.
2. Notice of job abolishment will be made as soon as it has been determined by the Board that this extreme action is necessary. Notice of termination of services will be given at least thirty (30) days prior to date position is to be abolished.

- D. Available overtime shall be distributed equitably among qualified employees under the supervisor responsible for assigning the overtime involved unless none of such employees are available. Such distributions shall be made on a rotational basis. Deviations from rotation shall only be made in the case of sudden emergency, in which case the employee receiving the overtime shall go to the end of the rotation list; provided, however, that the authority granted by this section shall not be abused to avoid equitable rotation. The initial rotation list shall be set up on the basis of seniority. Refusal of overtime shall be treated as overtime worked for the purpose of placement on the rotation list.
- E. Set shifts for custodial employees will be established by this agreement. Seniority shall be used to determine the order of selection among employees for shift assignment.
- F. Extra Driving
 - 1. All regular full time drivers who wish to be included in the rotation for extra driving (i.e. sports, field trips) MUST be included in the late run / assisted study rotation.
 - 2. The late run / assisted study rotation shall be three (3) weeks. Any driver who missed MORE THAN ONE (1) scheduled late run during the three week period for which they are scheduled to drive shall be passed over when their turn comes up in the rotation for any sports or field trips.
 - 3. When a driver is scheduled for a trip and that trip is cancelled, then that driver shall be placed in the next available trip slot.
 - 4. Bus drivers doing sports runs will be paid one and a half (1.5) hours at regular pay, then trip pay will begin.

ARTICLE IV

GRIEVANCE PROCEDURE

1. Purpose

It is the policy of the Board and the Services Unit 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. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedents in a later grievance proceeding.

2. Definition

a. There shall be two types of "grievance".

(1) "TYPE 1 GRIEVANCE" is any alleged violation of this agreement or any dispute with respect to its meaning or application. The Grievance Procedure for this type grievance terminates as described in Step 5-I.

(2) "TYPE 2 GRIEVANCE" shall mean any claimed violation, misinterpretation, or inequitable application of any existing laws, rules, regulations, or policies which are not covered by the terms of this agreement but will affect the employee in the exercise of the duties

assigned to him. The Grievance Procedure for this type grievance terminates in Step 5-II.

- 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 or on whose behalf it is submitted, the Unit, and (when it submits a grievance), the Board.

3. Submission of Grievances

- a. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally. If such grievance is not satisfactorily resolved within five (5) school days, the aggrieved party may proceed to 3 b.
- b. Each grievance shall be submitted to the immediate supervisor or Superintendent in writing on a form approved by the Board and the Services Unit and shall identify the aggrieved party, the provision of this agreement involved in the grievance, (or, for a TYPE II GRIEVANCE, the existing law, rule, regulation, or policy), the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
- c. A grievance shall be deemed waived unless it is submitted within forty-five (45) days after the aggrieved party knew of the events or conditions on which it is based.

(1) An employee, or group of employees, may submit grievances which affect them personally and shall submit such grievances to the immediate supervisor.

(2) The Services Unit may submit any grievance. If the grievance has district-wide application, it shall be submitted directly to the Superintendent at Step 4 b.

(3) The Board shall present a grievance to the President of the Services Unit.

4. Grievance Procedure

- a. The supervisor shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the supervisor or if no response is received within one calendar week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Superintendent.
- b. The Superintendent or his designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his position with respect to it no later than two weeks after it is received by him.
- c. Within two weeks after receiving a grievance from the Superintendent, the Services Unit shall deliver to the Superintendent a detailed statement of its position with respect to the grievance.
- d. In the event the Services Unit or the Board is not satisfied with the statement of the

other with respect to a grievance, it may, within fifteen (15) days after receiving the statement, refer the grievance to arbitration described in 5-I for a TYPE I GRIEVANCE, or to the Board Stage described in 5-II for a TYPE II GRIEVANCE.

5. a. In the event the Services Unit or the Board is not satisfied, with the statement of the other with respect to a grievance, it may, within fifteen (15) days after receiving the statement, refer the grievance to arbitration by requesting that the American Arbitration Association propose the names of seven (7) arbitrators. A copy of such request shall be forwarded to the Superintendent or the President of the Services Unit.

Upon receipt of the names of the proposed arbitrators, a designee of the Superintendent and the Services Unit shall strike names from the list until one ultimately is designated as the arbitrator.

- b. The arbitrator's decision will be in writing and will set forth his findings, reasoning and conclusion on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be binding.
- c. The cost for the services of the arbitrator will be borne equally by the School Board and the Services Unit.
- d. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

BOARD STAGE FOR TYPE II GRIEVANCE

The aggrieved employee may, within five (5) school days of the determination by the Superintendent make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education. The Board of Education may hold a hearing to obtain further information regarding the case. The Board of Education shall render a final decision within ten (10) school days after receiving the request for review.

ARTICLE V

LINE OF AUTHORITY

TRANSPORTATION EMPLOYEES: Step 1 Director of Transportation
Step 2 Superintendent
Step 3 Board of Education

SECRETARIES, AIDES, NURSE: Step 1 Immediate Supervisor
Step 2 Superintendent
Step 3 Board of Education

CUSTODIANS AND CLEANERS: Step 1 Head of Buildings or Grounds
Step 2 High School Principal
Step 3 Superintendent
Step 4 Board of Education

CAFETERIA STAFF: Step 1 Cafeteria Manager
Step 2 Elementary Principal
Step 3 Superintendent
Step 4 Board of Education

No services employee will solicit the advice or the opinions of individual School Board members. It is hereby agreed that they will use the Line of Authority as outlined above.

ARTICLE VI

LEAVE

Section 1

Twelve-month service employees are to be entitled to 14 sick/family days, with accumulation up to 180 days total; ten-month service employees are entitled to 12 sick/family days per year, with accumulation up to 180 days total. A doctor certificate may be required to be submitted after three consecutive days absent. Up to 180 unused sick/family days will be paid upon retirement at \$20.00 per day after ten years of service to the district. Unpaid sick/family days will be added to retirement (Plan 4 j).

Family/Sick Days are defined as:

In case of illness: - self, parents, brother, sister, husband, wife, child, step-child who resides with the employee, or any relative living in the employee's immediate household.

Section 2

Twelve-month employees are entitled to 5 personal days per year. Ten-month employees are entitled to 4 personal days per year. Ten-month employees may not use these days to extend school vacations. A total of four (4) days of unused personal leave shall accrue to sick/family leave at the end of each year.

Section 3

Vacation benefits for services employees are as follows:

- a. Two (2) weeks after one (1) year of employment.
- b. Three (3) weeks after seven (7) years of employment
- c. Four (4) weeks after fifteen (15) years of employment.
- d. Five (5) weeks after twenty-five (25) years of employment.

Section 4

Employees, who in the judgment of the department supervisor can be spared without interfering with the operation of the particular department, will be allowed time off with pay to observe the following holidays which occur during their normal yearly work schedule:

New Year's Day and day before or day after
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day and day after
Christmas Day and day before or day after

In addition, all full time services employees are entitled to two (2) additional floating holidays, which are to be mutually agreed upon between the employee and his immediate supervisor.

In the event an employee works on a holiday, they will receive holiday pay plus time and a half.

Section 5

Services employees are entitled to four (4) Bereavement days per each occurrence.

Bereavement days are defined as:

In case of death – Employee's immediate family includes spouse, parents, children, grandparents, siblings, stepchildren, and in-laws. Such leave is non-cumulative.

ARTICLE VII

COMPENSATION

Section 1

The rate of compensation for the various positions included in this agreement is as indicated in the attached Appendix "A".

Section 2

The Board agrees to pay overtime at the rate of time and a half pay for any hours worked over eight hours per day or forty hours per week.

Section 3

An employee who is called in to work on an emergency basis beyond his normal hours of employment shall be guaranteed a minimum of two (2) hours pay at time and one half.

Section 4

Four (4) longevity increments of \$400 each will be added to an employee's salary at the beginning of the school fiscal year that the employee starts their 10th, 15th, 20th and 25th year of service to the School District. The longevity increments are not subject to being included in percentage rate calculations on the salary schedule.

Section 5

A \$150 (for ten-month employees) or a \$200 (for twelve-month employees) bonus will be paid at the end of the school year to employees who have not used any sick/family days throughout the contract years.

ARTICLE VIII

RETIREMENT

New York State Plan 75-I will become effective as of July 01, 1975.

ARTICLE IX

HOSPITALIZATION

The Jefferson-Lewis, Et. Al. School Employees' Health Plan is available to all members who will contribute equally for the first 21 pay periods towards their health insurance premium as follows:

a.	Individual	10%
b.	Employee/Spouse	10%
c.	Family	10%

Each September a representative will call to explain the benefits and receive any new enrollments.

The District agrees to continue a Cafeteria Plan pursuant to Section 125 of IRS Code of 1986, as amended, for the members

ARTICLE X

DENTAL INSURANCE

Blue Cross plan with District contributing 100%.

ARTICLE XI

BOARD RESPONSIBILITY

Nothing in this agreement shall be construed as delegating to others the authority conferred by Law on the Board, or in any way abridging or reducing such authority, but this agreement shall be construed as requiring said Board to follow the procedures and policies herein prescribed, to the extent they are applicable, in the exercise of the authority conferred upon them by Law.

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 additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XII

SAVING CLAUSE

If any article or section of this agreement or any addendum thereto should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement and addendums shall not be affected.

ARTICLE XIII

DISABILITY INSURANCE

The Board hereby agrees that beginning July 01, 1970, it will furnish free to the Services Unit employees disability insurance equivalent to or better than the New York State Disability Insurance plan in effect on that date.

ARTICLE XIV
PREVIOUS PRACTICE

All benefits and rights heretofore provided by custom, work, rules and regulations, Resolutions or otherwise and not specifically provided hereunder shall continue in effect.

ARTICLE XV
GENERAL CONDITIONS

Section 1

Uniforms will be provided by the School District for use by custodians and bus mechanics.

School jackets will be provided for regular bus drivers. Jackets will be replaced when worn or soiled to the point of needing replacement.

Substitute drivers will be furnished with jackets after nine (9) months of service to the District. The replacement of any jacket will require the mutual agreement of the transportation supervisor and the Superintendent of schools.

Section 2

Transportation will be provided for employees who are required to attend seminars or workshops.

Section 3

Employees will receive a meal allowance when required to be away from their normal work location.

Meal allowance will be paid for trips outside the District at the following rates:

\$5.50 Breakfast -	7 A.M. - 9 A.M.
\$7.50 Lunch -	11 A.M. - 2 P.M.
\$10.00 Dinner -	5 P.M. - 8 P.M.

A trip must be at least three (3) hours in length in order for an employee to qualify for a meal allowance. Receipts must be provided.

Section 4

Contracts printed for all members.

Once ratified by both the CSEA and the Board of Education the District will provide one printed copy of the contract to each member.

Section 5

All employees will attend Superintendent's Days as required by the Superintendent. Attendance for bus drivers will be required for the September and March days only.

Section 6

The Board will compensate Bus Drivers for the occasional third run.

Section 7

Extra work opportunities that become available during the summer months will be posted within the various applicable departments and qualified ten-month employees may apply for such opportunities.

ARTICLE XVI

TERMINATION

This agreement shall be effective July 1, 2004 and shall continue in effect until June 30, 2007.

BOARD OF EDUCATION OF LAFARGEVILLE CENTRAL SCHOOL DISTRICT

By Joan P. Mazulewicz Date 6-21-04
Joan P. Mazulewicz, Superintendent

C.S.E.A., INC., LOCAL 1000, AFSCME AFL/CIO

By Linda Marriam Date 6-21-04
Linda Marriam, President

By Thomas M. Dupee
Thomas M. Dupee, Field
Representative for CSEA

Appendix A

CSEA NEGOTIATIONS

Salary

The base salary package for all Service Employees will be increased as follows:

<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
4%	4%	4%

The 2003-04 base salary for each unit member will be used to compute the new salary for the 2004-05 school year. Each subsequent year will be computed using the base from the previous year.

This agreement will supersede any previous salary schedules and will replace Appendix (A). Each employee will receive a copy of his/her salary statement indicating rate of compensation, job title, terms of employment (10 or 12 months), date of employment and years of service within 30 days of the contract ratification.

All newly hired employees will receive the starting base salary of the previous year. The Board of Education would have the right to raise the base salary of any non-instructional position to make it market competitive.

Monitor Aide

A monitor/aide may serve as a monitor in areas to include halls, cafeteria, playground, gymnasium, buses, etc. They may also serve as a classroom aide to assist teachers by gathering teaching resources, supervising students and other duties as assigned by the superintendent.

Full-time Monitor/Aides will work seven and one half hours (7.5 hours) per day including an unpaid thirty minute lunch. Part-time Monitor/Aides will have their work day prorated based on this seven and one-half hour day.

Secretarial/Clerical

Full-time secretarial/clerical employees will work a 7.5 hour day including ½ hour for lunch and two 15 minute breaks.

Assisted Study

Assisted study will be considered a trip and will be compensated as such.

**NON INSTRUCTIONAL
STARTING SALARIES**

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Bus Driver	10,725	11,154	11,600
Bus Driver Extra Trips - Run	23.78	24.73	25.72
Trip 1 st hr.	18.69	19.44	20.22
2 nd hr. & after	10.19	10.60	11.02
Custodian	24,461	25,439	26,457
Cleaner	20,037	20,838	21,672
Mechanic	26,000	27,040	28,122
Typist	19,029	19,790	20,582
Nurse	22,041	22,923	23,840
Aide or Monitor	7.86/hr.	8.18/hr.	8.51/hr.
Food Service Helper	7.28/hr.	7.57/hr.	7.87/hr.

