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AGREEMENT

by and between the
BOARD OF EDUCATION

of the
GREATER JOHNSTOWN
SCHOOL DISTRICT

and
CSEA, Local 1000 AFSCME,
AFL-CIO



Greater Johnstown SD Unit
Fulton County Local 818

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July 1, 2005 - June 30, 2009

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

154

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AGREEMENT, made this 10th day of May, 2006 by and between BOARD OF EDUCATION of the Enlarged City School District of the City of Johnstown, New York (hereinafter referred to as the "Board"), and CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC., Local 1000, AFSCME, AFL-CIO for the Greater Johnstown School District (hereinafter referred to as the "Association".)

ARTICLE 1 / RECOGNITION

The Board hereby recognizes the Association as the exclusive negotiating agent of a bargaining unit for full-time and part-time employees including but not limited to custodians, custodial worker, office workers, groundsmen, maintenance workers (building maintenance mechanic, painter, carpenter), teacher aides, parent activity coordinator, school monitors, bus drivers, School Bus Attendant, Assistant Head Bus Driver, cafeteria workers, Licensed Practical Nurses, Registered Nurses and Computer Lab Assistant.

Specifically excluded from the bargaining unit are employees classified as managerial/confidential; School Lunch Manager, Director of Facilities and Operation; employees in another bargaining unit and employees who work as and/or in the context of an assignment to a "District wide" administrator.

ARTICLE 2 / PRINCIPLES

- A. Right to Join or Not Join: Employees have the right to join, or not to join the Association, but membership shall not be a prerequisite for employment or continuation of employment of any employee.
- B. Responsibility Not to Strike: The Association affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.
- C. Management Rights: Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Board of Education are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the District; to determine the facilities, methods, means and number of personnel required for conduct of District programs; to administer the personnel, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the workforce; to establish the specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with the law and the provisions of this Agreement.
- D. Past Practice Clause: With respect to matters not covered by the agreement, the District will not seek to diminish or impair, during the term of this Agreement, any benefit or privilege provided by law, rule or regulation for employees without prior notice to CSEA and, when appropriate, without negotiating with CSEA.

ARTICLE 3 / AREAS FOR DISCUSSION AND AGREEMENT

This recognition constitutes an agreement between the Board and the Association to reach mutual understanding through negotiation regarding matters related to terms and conditions of employment. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Johnstown public school system. The Board recognizes that it must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

ARTICLE 4 / PROCEDURES FOR CONDUCTING NEGOTIATIONS

- A. Negotiating Teams: Designated representative(s) of the Board will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.
- B. Opening Negotiations: Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) days following such request. Such request shall be made no earlier than February 1, immediately preceding the termination date hereof. The parties will simultaneously present all issues proposed for negotiation at the first scheduled meeting. However, the parties may present additional issues and proposals up through and including the third meeting between the parties.
- C. Negotiation Procedures: Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Meetings shall be held at a time other than the regular school day. Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.
- D. Releases: The parties agree that, during the period of negotiations and until impasse, the proceedings of the negotiations shall not be released unless such an issuance has the prior approval of both parties.
- E. Reaching Agreement: When agreement is reached covering all areas under negotiation, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association and the Board for approval.

ARTICLE 5 / SAVINGS CLAUSE

If any article or part thereof of this Agreement or any addition thereto shall 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 court of law, the remaining articles of the agreement or any addition thereto shall not be affected. If such determination or decision is made, the original parties to this agreement shall convene for purposes of negotiating a satisfactory replacement article or part thereof.

ARTICLE 6 / LEAVE BENEFITS

A. Coverage

- (1) All employees (full-time and part-time) shall be entitled to leave benefits as delineated under this article. Leave benefits for part-time employees are applicable only when specifically designated for or as pertaining to part-time employees.
- (2) Bus drivers hired on or before June 30, 1995, who through no fault of their own continue to work less than 25 hours per week, shall continue to be entitled to leave benefits as if they were a full-time employee.

B. Sick Leave

- (1) For the purposes of this provision (Article 6 Section B), full-time employees are defined as employees who work 25 hours per week or more and part-time employees are defined as employees who work less than 25 hours per week.
- (2) a. Full-time employees: All ten-month employees shall be entitled to fourteen (14) days of paid sick leave per school year. Eleven-month employees shall be entitled to fifteen (15) days of paid sick leave per school year. Twelve-month employees shall be entitled to sixteen (16) days of paid sick leave per school year. Not more than five (5) of these days of sick leave shall be allowed for illness in the immediate family. The immediate family is defined as mother, father, spouse, sister, brother and children of the employee.
b. Part-time 12, 11 and 10 month employees will receive two (2) sick days per year.
- (3) Full and part-time employees: Unused sick and personal leave may be accumulated as sick leave and carried forward to the next year up to a maximum of 230 work days [Note: employees as of July 1, 1994 who have accumulated sick leave days in excess of 230 shall continue to be permitted to accumulate leave to the level they had as of July 1, 1994].
- (4) The Superintendent, and/or his/her designee shall have the right to request a physician's certificate as proof of personal illness or illness in the immediate family.
- (5) Payment for Accumulated Sick Leave/Additional Compensation
 - a. Full and part-time employees (including food service helpers) with (a) at least 15 years of service with the District, (b) who retire from the District and (c) who maintain accumulated sick leave at the time of retirement from the District will receive either (i.) \$10.00 per day for all accumulated unused sick leave, or (ii.) \$1,000, whichever is higher.
 - b. To be entitled to the above referenced sick leave pay out, employees must notify the District three months prior to retirement of their intent to payment under this provision and must have a minimum of thirty (30) days of accumulated sick leave at the time of retirement. That notification shall be in writing, submitted to the Superintendent and/or his/her designee, and irrevocable upon adoption by the Board of Education. Any employee who does not provide the above referenced notification shall not be entitled to a sick leave pay out upon retirement. The Superintendent and/or his/her designee has discretion to alter the above referenced time restrictions for good cause shown.

ARTICLE 6 / LEAVE BENEFITS (CONTINUED)

C. Sick Leave Bank:

Rules and procedures to be followed in carrying out the sick leave bank:

- (1) Eligibility
 - a. Each CSEA member shall become eligible to participate in the Sick Leave Bank at the beginning of his/her second (2nd) year of continuing service and will no longer be eligible after their fourth (4th) year anniversary date within the Greater Johnstown School District.
 - b. An eligible member may elect not to participate.
 - c. A member may elect to withdraw at any time, but s/he will forfeit any sick leave days deposited.
 - d. Any member in their second year or after will be eligible for two (2) days for each year of service.
 - e. The sick leave bank will only be used by an eligible member every other school calendar year.
- (2) Source of Sick Leave Bank Deposits
 - a. Each member shall voluntarily deposit two (2) days (depending on number of participants) from his/her regular sick leave upon entering the Sick Leave Bank to reach minimum of 100 in the bank (e.g., 100 members = 200 days on deposit).
 - b. Members will be admitted only once during each school year in the month of September. Each new member joining will be required to deposit two (2) days of his/her sick leave.
 - c. The number of days remaining on deposit in the Sick Leave Bank shall be carried from one school year to the next, until the number of days on deposit reaches one hundred (100), at which time each member will be called upon to deposit one (1) day of his/her regular sick leave.
- (3) Determination of the Use of Days from the Sick Leave Bank
 - a. Deposited Sick Leave Bank days may be used after the member has exhausted all of his/her days of regular accumulated sick leave, vacation, personal days and any "comp" time.
 - b. Application for use of Sick Leave Bank days should be submitted as soon as the need for them becomes apparent.
 - c. Applications, on forms to be provided, must be signed by the member and his/her physician and submitted to the Sick Leave Bank Board of Directors.
 - d. Verification of need may also be required by the Board through its physician.
- (4) Operation of the Sick Leave Bank
 - a. There shall be a Sick Leave Bank Board of Directors consisting of three (3) members representing the Association and two (2) members of the Administrative Staff appointed by the Superintendent and/or his/her designee.
- (5) General Rules
 - a. Any changes to the rules of the Sick Leave Bank shall be submitted and recommended to the Sick Leave Bank Board who, in turn, will submit said recommendations to the Association and the Board for further consideration and study.
 - b. Any changes will have to be mutually agreed upon by both the Association and the Board.

ARTICLE 6 / LEAVE BENEFITS (CONTINUED)

C. Sick Leave Bank:

(6) Annual Report

- a. The Sick Leave Bank Board of Directors will submit an annual report to the Association and to the Superintendent in February of each year.

D. Bereavement Leave:

All employees may be allowed a maximum of five (5) days for a death in the immediate family. Total bereavement leave may not exceed fifteen (15) days in any one school year. The term "immediate family" includes mother, father, spouse, sister, brother, grandparents, grandchildren and children of the employee. Bereavement leave shall include immediate family of the spouse of the employee. This leave is non cumulative.

E. Personal Leave:

- (1) All employees (full-time and part-time) will be allowed three (3) personal days per year, (non-cumulative as personal leave) for purposes of urgent personal business which cannot be taken care of outside of normal work hours. Requests to use said personal day shall be submitted in writing to the Superintendent and/or his/her designee. The purpose for the leave need not be stated. Personal leave shall be not used for the purpose of extending a holiday, recess, vacation or for recreation or other employment purposes.
- (2) Any unused personal day will be credited towards sick time in accordance with Article 6 Section B of this agreement.

F. Paid Vacations:

- (1) Vacation earned will be based upon the length of an individual's employment during a school fiscal year (July 1 - June 30), and will be taken during the following school fiscal year, except when indicated elsewhere. For teacher aides and bus drivers see Section 1d below.
 - a. Vacation entitlement for 12-month full-time employees shall be:
 - 10 working days paid vacation after 1 year of service.
 - 15 working days paid vacation after 5 years of service.
 - 20 working days paid vacation after 15 years of service.
 - 22 working days paid vacation after 20 years of service.
 - b. Vacation entitlement for 11-month full-time employees shall be:
 - 10 working days paid vacation after 1 year of service.
 - 13 working days paid vacation after 5 years of service.
 - 18 working days paid vacation after 15 years of service.
 - c. Vacation entitlement for 10-month full-time clerical and parent activity coordinator employees shall be:
 - 10 working days paid vacation after 1 year of service.
 - 15 working days paid vacation after 15 years of service.
 - 18 working days paid vacation after 25 years of service.

ARTICLE 6 / LEAVE BENEFITS (CONTINUED)

F. Paid Vacations:

- d. Occasionally situations dictate that 10 month employees work additional days in the summer (specifically excluded from this section are extra days worked during the school year) when a 10 month employee works 6 weeks in the summer in their same generic area (as stipulated in Article 17 L of this contract) then the employee is entitled to 10 days of vacation. The employee will only be entitled to this 10 days of vacation if they work their entire assignment during the school year following the summer work.

This means if you work in the 1997-98 summer, that is July and August of 1997, then you must also work the entire 1997-98 school year to be eligible for 10 days vacation.

This vacation will be credited to you and is available to be used during the 1997-98 school year. However, should you fail to complete the year, the vacation will be prorated and at the time of separation, you may either be entitled to vacation pay or owe the District for vacation taken and not earned.

- (2) Unused vacation leave shall not accumulate from year to year. If, through no fault of their own, an employee cannot use vacation leave due to the needs of the District, then the employee shall be paid for such unused vacation leave at the end of the fiscal year. If an employee believes this will be the case, he/she shall notify his/her supervisor in writing of such possibility. The supervisor shall then determine if the needs of the District preclude the employee's use of vacation leave and so advise the employee in writing.
- (3) The number of days vacation with pay earned between the first day of employment and the following June 30 will be the nearest whole number, derived by dividing the number of months employed during that period by twelve, and multiplying by the days vacation to which you are entitled.
- (4) When an employee leaves the school district he/she shall be paid for any unused vacation days earned in the current fiscal year as of the last day worked, unless discharged for cause.
- (5) All vacations must be requested in writing with at least two (2) weeks notice to the employee's immediate supervisor. Vacations will be granted at the discretion of the Superintendent and/or his/her designee.

G. Paid Holidays:

- (1) Twelve (12) month full time (25 or more hours per week) employees shall be provided fifteen (15) holidays each year during the term of this agreement as designated in the school calendar or otherwise designated by the Superintendent and/or his/her designee. The Board may, in its discretion, designate alternate holidays to any one or more of said fifteen (15) holidays.
- (2) Eleven (11) and ten (10) month full time (25 or more hours per week) employees (except as designated below) shall be provided such of the aforesaid holidays as fall within the employees' work year.
- (3) Full time (25 or more hours per week) employees; Food service employees (except head cooks and cooks), school bus attendants, school monitors and teacher aides shall be provided six (6) of the aforesaid legal holidays falling within the employees' work year as agreed upon between the Superintendent and/or his/her designee, and Association President. In the absence of an Agreement, the Superintendent and/or his/her designee, shall designate six (6) paid holidays for hourly cafeteria workers and teacher aides.

ARTICLE 6 / LEAVE BENEFITS (CONTINUED)

- H. **Other:** Any regular working days off other than as set forth herein as vacations and holidays shall be at a loss of pay and will have to be requested in advance through regular administrative channels.

ARTICLE 7 / PAYROLL DEDUCTIONS

- A. The Association shall have payroll deduction of membership dues, premiums for approved CSEA insurance programs, and other authorized deductions for its members only.
- B. **Agency Shop** – The District agrees to deduct from the wage of every nonmember of the negotiating unit an agency shop fee in conformance with the provisions of the Taylor Law. Said amount shall be in the amount of dues levied by the Association and shall be forwarded by separate check to CSEA. Upon receipt of said sums from the District, the CSEA assumes full responsibility for the proper application of agency shop fees. The District will have no liability for any CSEA duty or responsibility related to agency shop fees, and the CSEA will indemnify the District for any expenses, including reasonable attorney's fees, arising from CSEA's failure to satisfy its obligation.

ARTICLE 8 / RETIREMENT PROVISIONS

- A. Effective December 17, 1987, the District agrees to adopt the New York State Employees Retirement System 75g Career Plan.
- B. The Board agrees to provide retirement option Section 60-B (Guaranteed Minimum Death Benefit) on a non-contributory basis excluding Tier II and Tier III members.
- C. The Board agrees to provide a retirement benefit under Section 41j (Credit for Unused Sick Leave) on a non-contributory basis.

ARTICLE 9 / INSURANCE BENEFITS

A. Coverage:

- (1) Only employees who work an average of 25 or more hours per week shall be entitled to insurance benefits under this Article.
- (2) Bus drivers hired on or after July 1, 1995 shall be subject to this provision.
- (3) Bus drivers hired on or before June 30, 1995 who through no fault of their own continue to be entitled to insurance benefits under this Article if they work less than an average of 25 hours.

B. Health Insurance:

- (1) The District shall make available to employees a health insurance plan (hereinafter "Health Plan"). The Health Plan currently offered and continued under this collective bargaining agreement is the Fulton-Montgomery Schools Improved Plan C Health Insurance Program (also known as the Fulmont Health Trust). The health plan shall include a no-fault rider vision care, hearing care and major medical maximum coverage of \$1,000,000. The District shall contribute 85% of the health insurance premium for the individual or dependent plan and the employee shall contribute 15% of the health insurance premium for the individual or dependent plan. Employee contributions shall be deducted from the employee's pay. The deductible will increase from the present \$50/\$100 to \$100/\$300 as of January 1, 1996.
 - (a) Effective January 1, 1996, addition of a managed care provision;
 - (b) Effective January 1, 1996, elimination of lifetime cap; and
 - (c) Effective January 1, 1996, addition of a \$240/\$720 hospital deductible.

ARTICLE 9 / INSURANCE BENEFITS (CONTINUED)

- (2) The District reserves the exclusive right to select or change Health Plans or carriers so long as such change maintains comparable benefits. Comparable benefits means that the basic coverage is substantially the same. Comparable benefits does not mean that the plans provide identical line-by-line benefit coverage.
- (3) Each participating employee will stipulate that he/she will not carry a double Health Plan if the employee's spouse works elsewhere where a comparable plan is available. The parties understand that this provision is in litigation by another unit. The parties agree that upon resolution of that litigation, either party may request to reopen negotiations on this article even if prior to the time set for negotiations on a successor agreement.
- (4) Beginning July 1, 1993 teacher aides shall be entitled to health insurance to the extent provided other employees under this Agreement.

C. Dental Insurance

- (1) The District shall make available to employees a Dental Insurance Plan (hereinafter "Dental Plan"). The Dental Plan which will be instituted as soon as reasonable after ratification and adoption of this Agreement shall be the "Dutchess" plan offered by the CSEA Employee Benefit Fund. The District shall contribute 95% of the insurance premium and the employee shall contribute 5% of the insurance premium. Employee contributions shall be deducted from the employee's pay.
- (2) The District reserves the exclusive right to select or change Dental Plans or carriers so long as such change maintains comparable benefits. Comparable benefits means that the coverage is substantially the same. Comparable benefits does not mean that the plans provide identical line-by-line benefit coverage.
- (3) Each participating employee will stipulate that he/she will not carry a double Dental Plan if the employee's spouse works elsewhere where a comparable plan is available.
- (4) Teacher Aides are ineligible for Dental Insurance until July 1, 1992.

ARTICLE 10 / OVERTIME

- A. Employees who work beyond eight (8) hours per day or forty (40) hours per week shall be compensated at the rate of one and one-half the regular hourly rate of pay with the exception of Bus Drivers. Bus Drivers shall only be paid overtime after 40 hours worked per week at the rate of one and one-half the regular hourly rate of pay in accordance with the Fair Labor Standards Act.
- B. Overtime will be rotated on a seniority basis among employees who normally do and/or can be reasonably assigned to do the available work.
- C. Head Custodian/Custodian weekend and holiday inspections of schools will be paid on a time and one-half basis, he/she will be paid for actual reasonable travel time and time worked at their appropriate rate, (e.g. overtime if applicable).
- D. Overtime must be approved and assigned by the appropriate supervisor involved before it is incurred by the employee in order for an employee to receive overtime compensation under this Article.

ARTICLE 10 / OVERTIME (CONTINUED)

- E. Employees who work overtime will receive overtime pay or compensatory time off at the rate of one and one-half the employee's regular rate of pay. The choice as to whether an employee receives overtime pay or compensatory time off is in the discretion of the Superintendent and/or his/her designee, subject to the following restrictions:
- (1) No employee will accumulate more than 50 hours of compensatory time off (i.e., 33.33 hours of overtime equaling 50 hours of compensatory time off) at any one time. In the event approved overtime would exceed this limit, such overtime shall be paid to the employee as overtime pay;
 - (2) Compensatory time off will not accrue from year to year. At the end of each school fiscal year (i.e. June 30th) all employees will be paid for all accrued compensatory time off. Such payment shall be made in the first paycheck in the new fiscal year.
 - (3) The District shall maintain a record of compensatory time off for all employees in accordance with its procedures.
- F. If an employee is called back to work by authorized personnel for any emergency and/or other valid reason, he/she will be paid for actual reasonable travel time and time worked at their appropriate rate (e.g., overtime if applicable).

ARTICLE 11 / HAZARDOUS PAY FOR LIGHT TOWER MAINTENANCE

- A. An employee shall be paid \$30 per authorized trip performing light tower maintenance that requires climbing to the top of the light towers. A "trip" will constitute climbing and performing maintenance service on one light tower. The Board reserves the right to discontinue this arrangement and to contract or provide this service in some other way; however, it will notify the Association not less than ten (10) days in advance thereof and agree, upon request, to negotiate the impact thereof.
- B. Employees engaged in asbestos handling will be compensated at their hourly overtime rate plus four (\$4.00) dollars per hour. Employees engaged in supervising asbestos handlers will be compensated at their hourly overtime rate plus five (\$5.00) dollars per hour. Employees engaged in asbestos inspections will be compensated at their hourly overtime rate plus six (\$6.00) dollars per hour.

ARTICLE 12 / SCHOOL INSPECTION ON WEEKENDS AND HOLIDAYS

The Head Custodian/Custodian shall be responsible for conducting an inspection of his school on weekends and holidays. The inspection that will be performed in each case will be prescribed by the Director of Facilities and Operations. The Board, however, has the right to discontinue this means of school inspections and to institute an alternate plan if it so desires; however, it will notify the Association not less than ten (10) days in advance thereof and agrees, upon request, to negotiate the impact thereof. See Article 10C.

ARTICLE 13 / EMERGENCY SCHOOL CLOSINGS

- A. In the event of emergency school closing or delay, all bargaining unit personnel, except cafeteria staff (including head cooks and cooks), teacher aides, school monitors, school bus attendants, and bus drivers will be expected to report to work at their regularly scheduled time. In the case of a delay, employees not required to come to work at their regularly scheduled time will report to work following the amount of delayed time (e.g., if your starting time was 7:00 am and there was a one hour delay you would report to work at 8:00 am).
- B. Bus drivers who have already reported to work at the time a school closing is declared shall be compensated for time actually spent at work. Bus Drivers who have already reported to work at the time a school delay is declared, shall remain at work and if school is later closed, shall be paid for two (2) hours of time. If school is not closed, they shall receive their regular pay.
- C. Cafeteria staff (including head cooks and cooks) who have already reported to work at the time a school closing is declared shall be compensated for time actually spent at work.

ARTICLE 14 / USE OF SCHOOL FACILITIES/ASSOCIATION BUSINESS

- A. Meeting facilities in school buildings will be made available for meetings of Association members on the same basis as such facilities are available to the public. Applications for such use will be made through the usual channels. A bulletin board in each building will be made available for Association use. The location of the board in each case will be determined by the Building principal.
- B. The President of the Association or his alternate will be allowed time-off without loss of pay for up to five (5) days a year for CSEA District Meetings or State Conventions. The President shall give ten (10) days written notice to the Superintendent and/or his/her designee of the dates when the District meeting or convention is to take place and the period of time that is requested to attend the meeting.

ARTICLE 15 / PERFORMANCE IN A HIGHER SALARIED JOB

Any employee performing in a higher job for three (3) or more consecutive days shall be compensated by adding 5% to their current rate of pay for the work performed in that higher job. Any work performed in any higher salaried position must be authorized by the employee's immediate supervisor in order to receive the 5% wage adjustment.

ARTICLE 16 / CAFETERIA LAUNDRY

All cafeteria laundry, except personal uniforms, will be paid for by the District.

ARTICLE 17 / Work Shifts/Job Openings

The work year is determined by the administration. Full time clerical workers will work 7 ½ hours per day except as listed below:

- A. From July 1 through August 31 and during recess periods, clerical workers shall work a minimum of 6 hours per day. Anything more than 6 hours must be mutually agreed upon except in the instance of required overtime.
- B. Part time workers shall have their schedule set by the administration.
 - 12 month clerical workers shall work from July 1 through June 30.
 - 11 month clerical workers shall work from September 1 through June 30 and 20 working days between July 1 and August 31.
 - 10 month clerical workers shall work from September 1 to June 30.
- C. For the purpose of determining an annualized salary for clerical workers hired prior to July 1, 2002, the following chart shall be used:
 - Full time 10 month clerical workers will be paid based on an average of 1629 hours per year.
 - Full time 11 month clerical workers will be paid based on an average of 1749 hours per year.
 - Full time 12 month clerical workers will be paid based on an average of 1890 hours per year.

For determining the annualized salary of clerical employees hired on or after July 1, 2001, the District shall calculate the actual number of work days and hours in the prospective year as the basis for determining the annualized salary each year.

The CSEA and the school district have agreed to "annualize" employees salaries where it is an advantage to the District or it is mutually beneficial.

The CSEA and the school district have agreed to extend the option to all 10 month employees who have annualized salaries, of receiving pay on a regular payroll schedule or receiving pay on a lump sum schedule. A lump sum schedule means an employee would get smaller paychecks during the year and the balance of their annualized salary in a large check at the end of the school year.

- D. Cafeteria workers employed on an annual salary on a ten-month basis shall work from September 1 through June 30 on days when school is in session plus such additional days as may be scheduled by the School Lunch Manager.
- E. When a vacancy occurs in a bargaining unit position, notice announcing such a vacancy will be posted in Association bulletin boards for a minimum of ten (10) days before the position is filled on a permanent basis.
- F. Employees may be changed on a temporary emergency basis only, from one shift to another, but normal shift times shall not be split as to avoid payment of overtime. For the purpose of this section, "Temporary Emergency" shall be a situation which is unforeseen, sudden or unexpected which requires immediate action or remedy.
- G. When employees desire a change in shift within their respective job classification, seniority shall be the determining factor, skill and ability being equal.
- H. Custodians who have any part of their regular shift which is after 5:00 pm and before 5:00 am will receive a 7 ½ % pay differential on their entire shifts pay.
- I. Prior to any substantive change of shift time frames, the District shall provide reasonable notice to the Association and, upon request, meet with the Association to review the impact of the proposed change. The District shall retain final authority with regard to shift designation and modification.
- J. Employees shall work their entire shift unless excused by their supervisor. For example, no employees are permitted to leave early on Fridays unless excused by their supervisor.

ARTICLE 17 / Work Shifts/Job Openings (CONTINUED)

K. Persons who are promoted from one job title to another job title within the same generic area shall be provided with credit for all years of service with the District within that generic area.

L. The generic areas are:

- (1) Clerical (including Parent Teacher Coordinator);
- (2) Food Service;
- (3) Buildings, Grounds and Custodial;
- (4) Building Maintenance Mechanic;
- (5) Painter;
- (6) Carpenter;
- (7) Teacher Aide;
- (8) Bus Driver;
- (9) Nursing.
- (10) Computer Tech.

M. No Employee who is appointed to the position of building maintenance mechanic, painter or carpenter shall suffer a reduction in salary as a result of said appointment. The employee so appointed shall be placed on the appropriate salary schedule on the step closest to, but not below, his/her salary in the position which he/she held immediately prior to the appointment referred to herein.

N. Full time 12 month nurse shall work from July 1 through June 30, eight (8) hours per day.

Full time 10 month nurse will work from September 1 through June 30, ^{only} on days school is in session and days school is closed due to weather, eight (8) hours per day at the junior high school and seven and one-half hours per day at the elementary schools. In addition, 10 month nurses shall work an additional (5) days at the elementary level. Days will be designated as the first 2 business days following the last scheduled day for the nurses and the first 3 days prior to the start of nurses calendar year. The junior high nurses will do 10 extra days at 6 hour days in July and August. The first 2 will be following the last scheduled day for the nurses and the first 8 days prior to the start of the nurses calendar year and shall be paid their regular rate of pay for such work. The District (Director/Supervisor of Health Services, or otherwise designated individual) shall schedule these extra days of work.

15 school year only

Nurses may be required to attend departmental meetings and, if such attendance is beyond the normal work day, shall be compensated for one-half hour of overtime for such attendance.

Requests to attend professional conferences, workshops, etc., shall be submitted to the Director of Health Services or other designated supervisor. The determination of whether the request should be granted and who attends is at the discretion of the Director of Health Services or other designated supervisor.

ARTICLE 18 / LUNCH

1. Employees working more than 6 hours a day will have an unpaid duty free lunch period unless otherwise stipulated in this article. School lunch employees shall have thirty (30) minutes off daily for lunch if the employee so chooses. This will be without pay. All employees will be required to pay for school lunches if they desire to partake of the same.
2. Licensed Practical Nurses and Registered Nurses will have a 30 minute paid lunch daily, are required to be on call for emergencies for this period, and are required to remain onsite.

ARTICLE 19 / GRIEVANCE PROCEDURE

A. Declaration of Purpose: It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances.

B. Definitions

- (1). "Grievance" is any alleged violation of a provision of this Agreement.
- (2). The term "Supervisor" shall mean the administrative or supervisory office responsible for the area in which an alleged grievance arises.
- (3). "Aggrieved Party" shall mean the Association and/or any person or group of persons in the negotiating unit filing a grievance, or on whose behalf it is filed.
- (4). "Party in Interest" shall mean any party named in a grievance who is not the aggrieved party.
- (5). "Hearing Officer" shall mean any individual or board charged with the duty of rendering decisions at any stage of grievance hereunder.
- (6). "Days" shall mean school days.

C. Procedures

- (1). Except at the informal stage, all grievances shall be in writing and include the name and position of the aggrieved party, the identity of the provision of the Agreement involved in the said grievance, the time when and the place where the alleged event or conditions constituting the grievance existed, the identity of the party responsible or causing the grievance, general statement of the nature of the grievance and the redress sought by the aggrieved party.
- (2). Except for the informal decisions at Stage 1(a), all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the aggrieved and the Association.
- (3). The Board and the Association agree to facilitate any investigation which may be required and to make available any and all relevant material and documents, communications and records concerning the alleged grievance.
- (4). Except at Stage 1, an aggrieved party and any party in interest shall have the right at all stages of a grievance for which a hearing is held to confront and cross examine all witnesses called against him, to testify and to call witnesses on his behalf. If official minutes are mutually agreed upon, the Association and the Board will share the expenses thereof. A copy of such minutes will be provided the aggrieved party and the Association.
- (5). Forms for filing grievances, serving notices, taking appeals, and forms for making reports and recommendations will be developed by the Association.
- (6). All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- (7). The grievant may choose whomever he wishes to represent him at Stage 1, 2, and 3 of this procedure, except that such representative may not be a representative of a competing employee organization.
- (8). The existence of the procedure hereby established shall not be deemed to require any employee to pursue the remedies here provided.
- (9). The Board and the Association agree that the grievance shall not be made public until a decision is rendered by the Arbitrator.

ARTICLE 19 / GRIEVANCE PROCEDURE (CONTINUED)

D. Time Limits

- (1). The time limits specified for either party may be extended only by mutual agreement.
- (2). No written grievance will be entertained as described below, and such grievance will be deemed waived unless a written grievance is forwarded at the first available stage within twenty (20) days after the grievant knew or should have known of the act or condition on which this grievance is based.
- (3). If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
- (4). Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representative and the Association within the specified time limit, shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

E. Stages of Grievance

(1) Stage 1 - Supervisor

(a) An employee having a grievance will discuss it with his supervisor, either directly or through a representative, with objective of resolving the matter informally. If the employee submits the grievance through a representative, the employee may be present during the discussion of the grievance.

(b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the Supervisor. Within twenty (20) days after the written grievance is presented to him, the supervisor shall render a decision thereon, in writing, and present it to the employee, his representative and the Association.

(2) Stage 2 - Superintendent and/or his/her designee

(a) If the aggrieved party is not satisfied with the written decision at the conclusion of Stage 1, a written appeal of the decision at Stage 1 with the Superintendent and/or his/her designee may be filed within ten (10) days after the aggrieved party has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

(b) The Superintendent and/or his/her designee or his duly authorized representative, may hold a hearing with the employee, their representative and all other parties in interest.

(c) The Superintendent and/or his/her designee shall render a decision in writing to the employee, their representative and the Association within fifteen (15) days after the receipt of the appeal described in 2a.

(3) Stage 3 - Board of Education

(a) If the aggrieved party is not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board within fifteen (15) days after receiving the decision at Stage 2.

(b) Within ten (10) days after the receipt of an appeal, the Board shall hold a hearing on the grievance. The hearing shall be closed to the public.

(c) Within fifteen (15) days after the conclusion of the hearing, the Board shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the grievant and all parties in interest.

ARTICLE 19 / GRIEVANCE PROCEDURE (CONTINUED)

E. Stages of Grievance

(4) Stage 4 - Arbitration

- (a) After the Board's decision has been rendered, if the Association is not satisfied with the decision at Stage 3, it may submit a grievance to arbitration by written notice to the Board within fifteen (15) days of the decision at Stage 3, and
- (b) The rules and procedures of the Public Employment Relations Board will then apply in the selection of an arbitrator and the conduct of procedures.
- (c) The selected arbitrator will hear the matter promptly and will issue their decision not later than fourteen (14) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date when the final statement and proofs are submitted to them. The arbitrator's decision will be in writing and will set forth their findings of fact, reasoning and conclusions on the issue.
- (d) The arbitrator shall have no 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.
- (e) The decision of the arbitrator shall be final and binding upon all parties.
- (f) The costs of the service of the arbitrator will be borne equally by the Board and the Association.

ARTICLE 20 / COPIES OF AGREEMENT

The CSEA agrees to furnish a copy of this Agreement to each employee in the bargaining unit.

ARTICLE 21 / SALARY

A. SALARY

- (1) The wages for the duration of this contract are based on the wages an employee was entitled as of July 1, 2005. The salary increases are as follows:
 - July 1, 2005.....3.5%
 - July 1, 2006.....3.5%
 - July 1, 2007.....3.75%
 - July 1, 2008.....3.75%

ARTICLE 21 / SALARY (CONTINUED)

A. SALARY

- (2) Effective July 1, 2001, each member of the bargaining unit shall receive an additional Three Hundred Dollars (\$300) after completing ten (10) years of service; an additional Four Hundred Dollars (\$400) after completing fifteen (15) years of service; and additional Five Hundred Dollars (\$500) after completing twenty (20) years of service; and an additional Six Hundred Dollars (\$600) after completing twenty-five (25) years of service. Such service must be continuous with the District. The longevity payments are cumulative (e.g. after fifteen years the employee would receive a total of \$700). The longevity payment will be added to the employee's salary on the July 1st following the anniversary date completing the years of service (e.g. an employee hired on January 1, 2001) would reach ten years on January 1, 2011, and would receive the longevity on July 1, 2012. The parties expressly agree that implementation of this provision is prospective only. Thus, for example, if an employee has 12 years of service as of July 1, 2001, he/she will never receive the ten year \$300 longevity and upon completing 15 years would only receive a \$400 longevity and so forth. An employee with more than 25 years of service as of July 1, 2001 will not receive any longevity payments from this provision.
- (3) All new hires shall be paid at least the minimum starting wage set forth in Appendix II. The District reserves complete discretion in setting the initial rates of pay for all new hires. Any such initial rate shall be no lower than the minimum starting rates set forth in Appendix II; however, the initial rates may be in excess of this minimum starting wage in the District's discretion.

Work Year

- This incumbent's work year is dictated by a school calendar and reflects days of work where students are in session. Should there be no school calendar, the Superintendent and/or designee shall dictate working days. Partial student attendance days will be considered as full working days (meaning this incumbent will work a full working day).
- This incumbent is required to work Superintendent's conference days.
- This incumbent is not required to work emergency closing days. No deduction of pay will be made by the District. If extra working days are required due to emergency closing days that will be with no additional compensation.

Work Day

- This incumbent's work day of 7 ½ hours a day plus ½ hour of unpaid duty free lunch.

ARTICLE 22/ PROMOTION

- (1) Openings for promotional and new positions will be posted in all schools. Qualified applicants will be interviewed. Seniority, ability, willingness to work, proper recommendations, Civil Service examination status, will be considered in choosing an applicant.

ARTICLE 22/ PROMOTION (CONTINUED)

- (2) Additional payments may, at the district's discretion, be included as part of the pay rate, above and beyond the posted rate of compensation for consideration for length of service. The District may, at its discretion, make a payment of one-hundred (\$100) dollars for each year of service the District wishes to acknowledge. This additional compensation recognizing length of service may cause a promotional employee to earn more than an incumbent.
- (3) Employees who are promoted from one job title into another job title within the same career series shall be provided with "credit" for all years of service with the District for the purposes of seniority. This "credit" does not mean and should not be construed to require a monetary payment.

ARTICLE 23/PERSONAL PROPERTY REIMBURSEMENT

- A. Employees who suffer damage to personal property essential to the performance of their duties while engaged in the legitimate performance of their duties may be reimbursed for said damages, provided that:
 - (1) The employee immediately notifies his/her immediate supervisor of said damage; and
 - (2) The employee prepares and signs a written statement clearly setting forth the circumstances in which the property damage occurred; and
 - (3) The employee did not negligently contribute to the property damage; and
 - (4) The damaged property is not otherwise insured; and
 - (5) The Superintendent and/or his/her designee approves compensation for the damage.
- B. Payments by the District for damages under this Article shall not exceed \$25.00 per employee per incident nor shall said payments exceed \$50.00 in any fiscal year (July 1 - June 30)
- C. Claims denied under this Article shall not be subject to binding arbitration.

ARTICLE 24/CHILDREN OF EMPLOYEES

If the District has space available, school age children of employees of this bargaining unit may attend the Greater Johnstown School District tuition free in accordance with administrative guidelines.

ARTICLE 25/DISCIPLINARY PROCESS

- A. A permanent employee of this bargaining unit who is not covered by the provisions of Civil Service Law, Section 75 shall be accorded the following rights in the event of a disciplinary action against him or her.
 - (1) The Superintendent and/or his/her designee shall present a written statement of charges and proposed discipline to the employee. The employee receiving this statement may request a meeting with the Superintendent and/or his/her designee to review the charges and the proposed discipline.
 - (2) The Superintendent and/or his/her designee shall thereafter render his/her decision with respect to the charges and proposed discipline.
 - (3) If the employee is dissatisfied with the decision of the Superintendent and/or his/her designee, the employee may appeal said decision to the Board of Education.
 - (4) The Board of Education shall be the final appeal in such a disciplinary action.

ARTICLE 25/DISCIPLINARY PROCESS (CONTINUED)

- B. No procedure or determination under this Article may be reviewed under the grievance/arbitration Article 19 of this agreement.
- C. For employees of this bargaining unit covered by Civil Service Law Section 75, the procedures and rights of Civil Service Law Section 75 and 76 shall apply to disciplinary actions.

ARTICLE 26/BUS DRIVING PERSONNEL

- A. Meal Reimbursement: Bus drivers who drive an extra run which results in more than five (5) hours of driving outside of the District shall be reimbursed for meals up to the amount of \$4.00 for breakfast and lunch, and \$6.00 per dinner, if vouchers are presented.
- B. Trip Rate: There is a minimum trip rate for bus drivers of \$10 or one (1) hour's pay, whichever is greater.
- C. Overnight Rate: The maximum daily amount paid for an overnight trip shall not exceed the amount earnable during eight (8) hours.
- D. Bus Run Assignments:
 - I. General Principles: The following general principles are recognized by the District and Association to govern the assignment of bus runs to drivers.
 - 1. The District must ensure that all bus runs are filled and driven throughout the school year. The procedure set forth in Section II below shall be utilized for the purpose of determining which bus driver is assigned to any given bus run.
 - 2. However, it is understood that in the event no bus driver accepts a run, a run is not selected as part of any bid process, or a run needs to be filled on short notice, the District reserves the right to assign the bus run to the first available (meaning consistent with the provisions of this Article) driver, or, in the event all available drivers decline the run, to a substitute driver. It is also understood that the District has the right at all times to hire additional drivers based on need as determined solely by the District.
 - 3. In an effort to control the assignments which cause overtime, the following is agreed. The procedures set forth below will be followed until a bus driver's cumulative time for runs in any given week reaches 40 hours, or the acceptance of the next available run would put that driver over 40 hours. Once this limit is reached, that driver is ineligible for any additional runs, regular or otherwise, until such time as all other bus drivers have reached 40 hours. Once all drivers have reached the 40 hour per week limit, additional runs shall again be offered on a rotating seniority basis.
 - 4. The District reserves the right to assign overtime runs as it deems reasonable in cases where all drivers have not reached 40 hours per week.
 - II. Bus Run Assignment Procedure:
 - 1. Regular Bus Runs: Regular bus runs shall be bid upon by bus drivers at a meeting scheduled by the District for that purpose in August prior to the start of the school year. For the purposes of this provision, "regular bus runs" shall include all bus runs which occur at a definite or regular time during the course of the school year and are known at the time of the meeting, "regular bus runs" may include, for example, the following runs:
A.M. and/or P.M., Pre-K Noon, BOCES A.M., BOCES Noon, BOCES P.M., Late, Late-Late, YMCA and Swim.

ARTICLE 26/BUS DRIVING PERSONNEL (CONTINUED)

D. Bus Run Assignments:

II. Bus Run Assignment Procedure:

Regular bus runs shall be bid on a rotating basis on the basis of seniority until all such runs are accepted. Any runs not accepted may be assigned by the District in accordance with the provisions of Section I above. It is understood that bus drivers will need to individually assess at this meeting, what availability they wish to preserve for remaining runs, i.e., whether they bid up to 40 hours of regular runs.

2. A. Prior to the canvassing of substitute drivers, CSEA Bus Drivers who have non-overtime work time available to cover extra bus runs will be contacted voluntarily on a rotating seniority basis.
- E. If there are no substitutes available, management has the right to mandate such extra bus run(s) on a mandatory basis to the least senior driver on a rotating basis. In this instance, management will pay overtime at the rate of time and one-half for all Saturday, Sunday and Holiday bus runs. Management also agrees to pay overtime for all hours worked beyond eight (8) on any given work day if the assignment is made on a mandatory basis, and the substitute list has been exhausted.
- F. All remaining bus runs which are of a non-regular basis (e.g., extra-curricular sports, field trips, etc.) shall be bid on a rotating seniority basis in accordance with a weekly assignment system as established by the District. Drivers will be entitled to accept extra runs which conflict with regular runs providing substitutes can be obtained for such regular runs. The District will make a good faith effort to obtain said substitutes. If substitutes cannot be obtained within 48 hours of the offer and acceptance to the extra run, then the resolution to the conflicted runs will be that the driver cannot take this extra run.
 3. Runs With Less Than 1 Week Notice: Bus runs may be posted, bid and assigned with less than one week notice when necessary. In cases where the District receives short notice of a bus run, e.g., less than 24 hours, the District may assign the run to the first available driver in accordance with the provisions of Section I above without first posting the run.
 4. Addition of Regular Bus Runs: If any regular bus runs are added during the course of the school year, then such runs shall be offered to available bus drivers by order of seniority, subject to the provisions of Section I above.

ARTICLE 27/DISTRICT FACILITIES

The parties agree that all school property is "smoke free" and that smoking is prohibited on school property by employees.

ARTICLE 28/JURY DUTY

The District shall compensate employees for jury duty in accordance with Section 519 and 521a of the New York State Judiciary Law. Employees must come to work when their attendance is not actually required by the court. Proof of required jury duty service must be provided to the District by the employee. Daily vouchers are required.

ARTICLE 29/ MANDATORY LEGISLATIVE CLAUSE

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

ARTICLE 30/DURATION

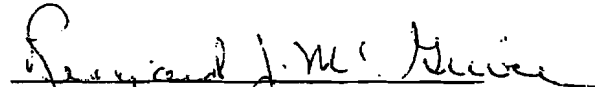
This Agreement shall be binding and in full force and effect July 1, 2005 to June 30, 2009 and shall thereafter continue from year to year until a new agreement is negotiated.

For the Board of Education of the Enlarged City School District of the City of Johnstown, New York.

By:


Superintendent of Schools


By:


President, Board of Education

and

For the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, CSEA Greater Johnstown School District Unit, Fulton County Local 818,

By:


President

By:


Chief Negotiator

Appendix II - Minimum Starting Wages

POSITION TITLE	MINIMUM STARTING WAGE 2004/05	MINIMUM STARTING WAGE 2005/06 3.5% RAISE	MINIMUM STARTING WAGE 2006/07 3.5% RAISE	MINIMUM STARTING WAGE 2007/08 3.75% RAISE	MINIMUM STARTING WAGE 2008/09 3.75% RAISE
Painter	13.36	13.83	14.31	14.85	15.41
Elem. Head Custodian	11.35	11.75	12.16	12.62	13.09
KJHS Head Custodian	11.59	12.00	12.42	12.89	13.37
JHS Head Custodian	12.02	12.44	12.88	13.36	13.86
Groundskeeper	11.44	11.84	12.25	12.71	13.19
Carpenter/ Maintenance	13.83	14.31	14.81	15.37	15.95
Custodian	10.70	11.07	11.46	11.89	12.34
Custodial Worker	10.70	11.07	11.46	11.89	12.34
Cleaner		10.00	10.35	10.74	11.14
Supply Clk.	10.70	11.07	11.46	11.89	12.34
School Bus Driver	11.09	11.48	11.88	12.33	12.79
Asst Head Bus Driver	15.18	15.71	16.26	16.87	17.50
Head Cook/Cook	9.66	10.00	10.35	10.74	11.14
Asst. Cook,/Baker/Food Serv. Helper	7.94	8.22	8.51	8.83	9.16

Appendix II - Minimum Starting Wages (Continued)

Library Typist		8.34	8.63	8.95	9.29
2 - Teacher Aide	6.25	6.47	7.15	7.42	7.75
3 - Teacher Aide	6.74	6.98	7.48	7.76	8.05
4 - Teacher Aide	7.42	7.68	7.95	8.25	8.56
Sr. Lib. Typist	8.38	8.67	8.97	9.31	9.66
Library Clerk	7.74	8.01	8.29	8.60	8.92
School Secretary	9.31	9.64	9.98	10.35	10.74
Keyboard Spec.	8.38	8.67	8.97	9.31	9.66
ACT Trans.	9.57	9.90	10.25	10.63	11.03
ACT Non- Trans.	8.48	8.78	9.09	9.43	9.78
Parent Activity Coord.	13.48	13.95	14.44	14.98	15.54
Reg. Nurse	13.58	14.06	14.55	15.10	15.67
Lic. Pract. Nurse	11.50	11.90	12.32	12.78	13.26
5-Computer Lab Assistant		10.00	10.35	10.74	11.14

- 1 - Head Cook receives 3% stipend in addition to the chart above.
- 2 - Includes classroom teacher aides, school monitor cafeteria, school bus attendant, library aides and food service helpers - cashiers only.
- 3 - Includes special education aides, psen aides, phc aides, health office aides, pre-k clerk and compensatory aides.
- 4 - Includes computer aides only.
- 5 - Once the Computer Lab Assistant receives an A+ certification they will receive a \$2.00 per hour increase in their rate of pay.